League of Women Voters of Minnesota Records

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Version 3
August 20, 2018

FACTS and ISSUES: EDUCATION #2
COLLECTIVE BARGAINING AND TENURE

League of Women Voters of Minnesota

September 1977

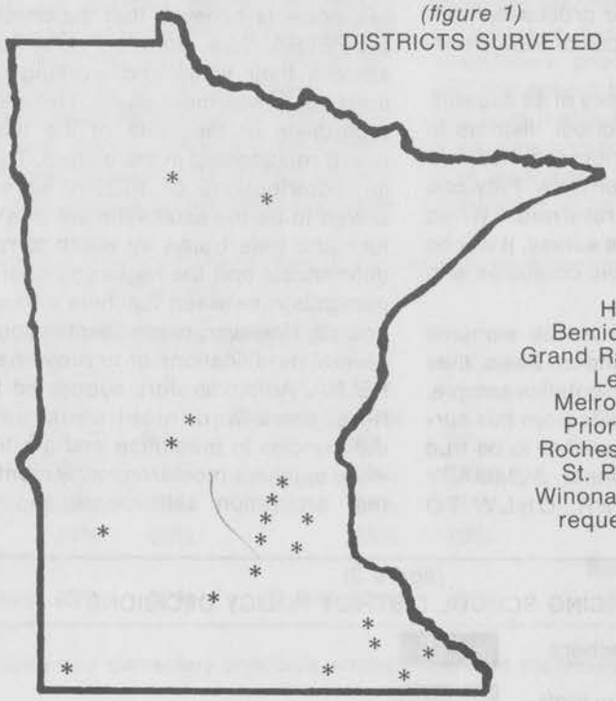
Minnesota's Laws: The "Educational Establishment's" Perceptions

Any evaluation of collective bargaining laws and tenure should include an assessment of how those persons directly affected by the laws view them. How do administrators, school board members and teachers perceive the tenure laws? Is the Public Employment Labor Relations Act (PELRA) functioning satisfactorily? What areas would educators like to modify, and what issues cause conflict?

This publication presents the results of a League of Women Voters of Minnesota's (LWVMN) survey of nineteen carefully chosen school districts from all parts of the state. Districts were chosen from rural, small town, medium-size city, suburban and urban communities in areas that were accessible to local Leagues. Districts selected from each area included those with increasing and decreasing enrollments; those with relatively high salaries and high levels of staff maturity and those with lower levels; those that were perceived by the teacher organizations and Minnesota School Board Association as having very good relationships between teachers and school boards ("satisfied" districts) and those where relationships have been strained ("restless" districts). *(figure 1)*

Within each district 15 persons were interviewed: the superintendent, two school board members, one secondary principal, one elementary principal and ten teachers. The teachers to be interviewed were selected at random from lists maintained by the district's personnel director. *(see figure 2)*

(figure 1)
DISTRICTS SURVEYED



Albany, Anoka-Hennepin, Austin, Bemidji, Bloomington, Grand Rapids, Harmony, LeSueur, Luverne, Melrose, Minneapolis, Prior Lake, Richfield, Rochester, Rosemount, St. Paul, Stewartville, Winona, and one which requested anonymity.

(figure 2)
SURVEY RESPONDENTS

	1st Class Cities	Suburbs	Medium Towns	Small Towns	Rural	Total
Superintendents	2	5	4	4	4	19
Elementary Principals	2	5	5	4	4	20
Secondary Principals	2	5	4	4	3	18
School Board Members	4	7	7	7	6	31
Elementary Teachers with more than 10 years' experience	4	9	8	8	7	36
Elementary Teachers with less than 10 years' experience	3	7	8	7	4	29
Secondary Teachers with more than 10 years' experience	4	9	8	5	5	31
Secondary teachers with less than 10 years' experience	4	7	7	7	4	29
Teacher Bargaining Team Members	4	8	8	7	6	33
TOTALS	29	62	59	53	43	246

The survey was conducted by means of a questionnaire compiled by the LWVMN's Education Committee. The questionnaire was pre-tested on approximately 35 people including superintendents, teachers, principals, school board members, legislators, teacher organization presidents, lobbyists, Minnesota School Board Association personnel and arbitrators. Most of the survey interviews were conducted by League members from local or nearby Leagues. In some cases the respondent preferred, for purposes of anonymity, to complete the questionnaire personally. The completed questionnaires were coded by members of the study committee and rechecked for accuracy. The data were processed utilizing the computer services of the University of Minnesota.

A second, smaller survey of 83 superintendents was sent to school districts in which local Leagues are located. Respondents were promised anonymity. Fifty-one questionnaires were returned. When reference is made to this survey, it will be identified by (SSS) to avoid confusion with the larger survey.

Because the districts in the samples were not chosen on a random basis, they do not constitute a representative sample. Generalizations and results from this survey should not be extrapolated to be true of all educational personnel. SUMMARY STATEMENTS REFER ONLY TO RESPONDENTS IN THIS PARTICULAR SAMPLE AND NOT TO ALL PERSONNEL IN MINNESOTA.

COLLECTIVE BARGAINING: MINNESOTA'S PUBLIC EMPLOYMENT LABOR RELATIONS ACT (PELRA)

Impact of PELRA on Contract Negotiations

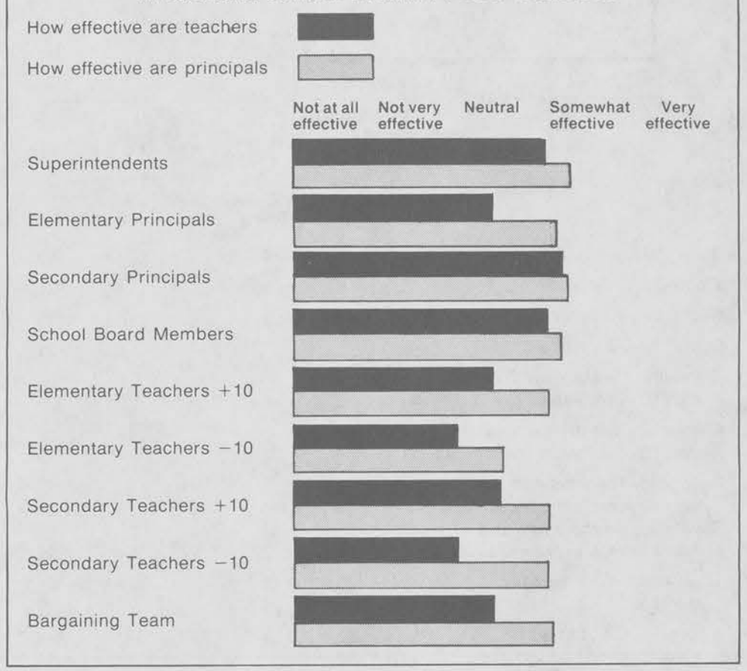
PELRA establishes a procedure for resolving disputes. (See FACTS and ISSUES: Education, Minnesota's Laws, for a description of PELRA). A majority of respondents believed that the enactment of PELRA has enabled teachers to achieve their wage and working conditions objectives more easily. This was true regardless of the state of the teacher-board relationship in the district. The major contributions of PELRA were perceived to be the establishment of a structure and time frame by which to resolve differences, and the requirement of communication between teachers and school boards. However, respondents suggested several modifications or improvements in PELRA. Administrators suggested firmer time lines and mentioned various deficiencies in mediation and arbitration, while teachers most frequently mentioned that arbitration settlements should be binding on both parties to the contract. (Teachers from districts with strained relationships noted the need for settlements to be binding more often than did districts where relationships were more compatible.) Since a 1973 amendment declared failure by a school board to implement an arbitration settlement an unfair labor practice, no school board has ever failed to accept an arbitration settlement. Attorneys for school boards and the Minnesota School Boards Association consider that an arbitrated settlement is unquestionably binding on both parties.

Grievance procedures were thought adequate by a majority of those questioned. Administrators tended to agree with this more strongly; teachers with less certainty. Grievance procedures were not considered a hindrance to the administration's implementation of policy decisions. Principals and school boards were less certain this is true.

Most respondents, regardless of position, indicated that contract settlements had not altered educational priorities in their district. Approximately half of the respondents did not answer this question. Many said they did not know enough about the contract settlement to be able to answer. Others said that the question did not apply to their district. In cases where priorities have been altered, program cuts and staff reassignments were the most frequently cited changes.

(figure 3)

INFLUENCING SCHOOL DISTRICT POLICY DECISIONS



Who Influences Policy?

The debate over which items shall be negotiable has been raised primarily because teachers believe it important that they have a say in the educational policies of their district. Contract negotiation of policies would guarantee teachers a voice in their formulation. Did teachers, administrators and board members believe teachers are effective in influencing district educational policy? Respondents rated the effectiveness of teachers and principals in influencing policy decisions.

Teachers saw themselves as less effective than administrators and school board members rated them. All teachers, with the exception of the bargaining team, rated principals less effective than did administrators and school board members. Principals were perceived as more effective in influencing district policy than were teachers. Interestingly, secondary principals rated teachers and principals as equally effective, but secondary teachers thought teachers considerably less effective than principals. Teachers with less than ten years' experience, more than any other group, saw teachers as least effective in influencing policy. There was little difference in perceptions of teacher or principal effectiveness among districts. *(see figure 3)*

What is Negotiable?

Which issues or policies should be included in the contract and which excluded? Respondents were given a list of items and were asked to check those which should be included in contract negotiations. They were then asked to rate the items most important to include and those most important to exclude. Teachers tended to favor including all suggested items except affirmative action and alternative teaching styles. Administrators and school board members tended to favor excluding most items. There was substantial disagreement concerning which items should be negotiated. *(see figure 4)*

The rank ordering of the items most important to include in the contract again reflected the difference in attitudes, as did the ordering of the items most important to exclude. The following table shows which items respondents in each position thought were of key importance. *(see figure 5)*

Major areas of disagreement between administrators and teachers centered on issues which could be construed as "working conditions," e.g. class size, preparation time, building transfer and extra duty, rather than the more "pure" policy decisions, such as curriculum planning. This dispute, indeed, is the key to many negotiation problems — are these factors properly defined as "working conditions," and hence subject to negotiation under PELRA, or are they integral parts of a school district's policy and, therefore, not subject to negotiation?

Class size is a classic example of the differing interpretations of "working conditions." Administrators believed that negotiating class size would limit both educational policy and budget flexibility, while teachers generally thought that class size is one of the key factors in determining how effective they can be as teachers.

Negotiation of several other items was opposed by administrators and favored by teachers, but with less discrepancy between the two groups. These were: in-service training and curriculum planning. All respondents, except bargaining team members, opposed negotiating affirmative action policies and alternative teaching styles. Superintendents and all teacher groups favored negotiating "seniority dismissal."

Similar attitudes toward negotiable items were expressed by respondents in districts of different sizes, districts with growing or declining enrollments, and districts with disparate teacher-board relationships.

Solutions to Impasse

When a contract cannot be settled within the district, the parties may request mediation. If mediation is not successful, the dispute may go to arbitration.

When respondents noted problems encountered during impasse arbitration, those most frequently cited were tension felt by the staff and community and the belief that the decision is binding on teachers only. Arbitration settlements were perceived as being generally satisfactory to both teachers and school boards by a majority of those answering this question. Most of the remainder thought they were satisfactory to neither side. Superintendents were more likely to respond that settlements were satisfactory to neither side, while those in other positions found them acceptable to both. Some difference of opinion was revealed when districts are divided by teacher-board relationships. *(see figure 6)*

Role of the Parent/Public in Negotiations/Policy Decisions

Collective bargaining is at present a specialized process involving teachers and the school boards. Some argue that this is as it should be; others believe that the public should have a more significant role, especially if the scope of negotiations were to be broadened.

(figure 4)

WHAT *SHOULD* BE NEGOTIABLE

	Class Size Yes	Class Size No	Preparation Time Yes	Preparation Time No	Building Transfer Yes	Building Transfer No	Extra Duty Yes	Extra Duty No
Teachers	91	9%	92%	8%	73%	27%	85%	15%
School Board	10%	90%	46%	54%	25%	75%	54%	46%
*Administration			31%	69%	25%	75%	Supt. 33%	67%
							Sec. Prin. 11%	89%
			El. Prin. 63%	37%	El. Prin. 53%	47%	El. Prin. 47%	53%

* Administration includes the superintendent, secondary and elementary principals, unless designated separately.

(figure 5)

MOST IMPORTANT ITEMS TO INCLUDE/EXCLUDE IN CONTRACT

	Include	Exclude
Superintendent	Seniority Dismissal	Class Size
Elementary Principal	Preparation Time	Class Size
Secondary Principal	Seniority Dismissal	Class Size
School Board	Preparation Time	Class Size
Teachers	Class Size	Alternative Teaching Styles

(figure 6)

ARE ARBITRATION SETTLEMENTS SATISFACTORY TO EITHER PARTY?

Districts	Teachers Only	Teachers & Board	Board Only	Neither
Satisfied	7%	59%	8%	26%
Restless	0%	54%	20%	25%

Educators were asked to indicate who should consult parents in the formulation of negotiation priorities. *(see figure 7)*

There are several interesting differences. Superintendents, teachers and, to a lesser degree, secondary principals were most willing to have parents consulted by the school board or by both teachers and board. Elementary principals and members of the teaching bargaining team were split 50-50 between **no** parent consultation and parent consultation by board or by both teachers and board. More than 70% of school board members thought parents should not be consulted at all.

Since school boards and teacher bargaining team members are the actual participants in negotiation, it seems significant that they were the least receptive to consultation. This could reflect a reluctance to let more people in on what is an essentially closed process, or it could simply be a realistic appraisal of the complexities of bargaining. These points of view are exemplified by the comments of two school board members. One stated, "Responsibility and authority has been given to the Board to act for the citizenry, which includes parents. Consulting would hardly be practical." Another said, "It's (the negotiating process) purely union-management, the needs of students and the community are not well served."

Some people think parents should also be involved in assessing the competence of teachers. Participants in the survey were asked to rate a number of possible evaluators of teacher competence. Responses to this question varied with a district's enrollment trend. Respondents in districts with growing enrollment did not think that parents should be involved in evaluation, while those in districts with declining enrollment were somewhat favorable to the concept. On the overall scale of who should evaluate teachers, parents ranked next to the bottom. *(see figure 8)*

If parents and the public are not to have direct input into the negotiation process or in the evaluation of teacher competence, how can or do they participate in formulating educational policy?

When asked about the incorporation of community priorities and values into the educational system, a majority of respondents replied that it is a principal's responsibility to include community values and priorities in the programs of his/her school. This majority was consistent throughout. When asked how community priorities and needs were determined, district administrators tended to mention advisory committees and surveys; elementary principals also rely on talks with parents; school board members mentioned primarily advisory committees and talks with parents; teachers mainly relied on talks with parents and informal methods to determine community priorities. A large number of respondents did not answer this question. Many of the answers given seemed to be somewhat perfunctory responses rather than commitment to parent/community input. Responses to how any input were used were even more vague.

(figure 7)

SHOULD PARENTS BE CONSULTED WHEN NEGOTIATION PRIORITIES ARE SET:

Position	By Teachers And Board	By Teachers Only	By Board Only	Neither
Superintendent	38%	0%	24%	38%
Elementary Principal	50%	0%	0%	50%
Secondary Principal	56%	0%	0%	44%
School Board	21%	0%	7%	71%
Teachers	54%	0%	11%	32%
Bargaining Team	30%	0%	20%	50%
District Size				
1st Class City	41%	0%	22%	33%
Suburban	46%	0%	9%	46%
Medium Size City	50%	0%	10%	37%
Small Town	45%	0%	6%	49%
Rural Area	37%	0%	16%	47%

(figure 8)

SHOULD PARENTS HAVE A PART IN DETERMINING TEACHER COMPETENCE?

Position	Yes	No
Administrators and School Boards	59%	41%
Teachers	43%	57%
Enrollment		
Growing	39%	61%
Declining	55%	45%

TENURE

Tenure laws were passed by the legislature in part to upgrade education and improve educational quality. The committee thought it important to determine whether tenure (job security) is still considered essential by members of the educational establishment, and if so, for what reasons. Eighty-six percent of the respondents thought it unacceptable to abolish tenure, with teachers and superintendents being the most strongly opposed to its abolition. School board members were less opposed to tenure abolition. Respondents were asked if they agreed or disagreed with statements suggesting reasons for tenure. *(see figure 9)*

The statement, "to prevent the release of high-salaried teachers," received strong agreement (75%). Is the importance given this statement a reflection of apprehension caused by the current fiscal problems of most school districts? Is there a fear that when a school board faces the choice of retaining these teachers or balancing the budget, the budget will win? This interpretation may be consistent with the ranking of factors considered the most important reasons for tenure. *(see figure 10)*

It should be noted that many persons who disagreed with the statements on the necessity of tenure did not think that a particular statement was unimportant but rather that the same protection was available from other sources.

One of the most common criticisms of tenure is that it protects incompetent teachers. Although the tenure law provides a process by which incompetent teachers can be released, some argue this is almost impossible to accomplish in practice. It is not possible to determine how many teachers in the state have been released by this process. The Superintendent Survey (SSS) provided some indication, however. Of the 51 districts reporting, 10 gave "due cause" as their reason for dismissing a teacher within the last five years. Three districts reported going to court to remove a tenured teacher within that period.

A more common alternative to the due process procedures provided under the tenure laws is to "counsel out" of teaching a teacher who is not performing satisfactorily. Forty-one of the districts said that they had done this during the last five years.

When asked if they had ever retained a teacher whose performance was inadequate because of tenure protection, 27 districts said "yes," and 20 said "no." Respondents' comments revealed a wide range of attitudes toward the issue. One superintendent said, "Every school district has a few teachers with degrees of weakness in their professional competency. We have no one on staff who is totally incompetent . . . Teacher incompetency doesn't have to be tolerated because of the law." But another superintendent said, " . . . Without the protection of tenure, we would release between 5 to 10% of our poorest teachers. It is fair to say that most schools in effect waste 5 to 10% of our budgets for this reason."

In the larger survey, attitudes toward the effect of tenure on stagnation and incompetence were ascertained by a series of statements: Job security provided by tenure laws leads to professional stagnation/the protection of incompetent teachers; and removal of the job security provided by tenure laws would help prevent professional stagnation/encourage the release of incompetent teachers. Administrators generally agreed that tenure leads to stagnation and the protection of incompetent teachers. School board members agreed even more strongly than did administrators. One school board member said, " . . . The structure of tenure laws and unions makes it so difficult to let teachers go that school boards and administrators are running scared . . . " However, another board member replied that " . . . The system provides laws to rid ourselves (of incompetent teachers). We don't have the courage to do it."

Teachers did not agree that tenure protects the incompetent or leads to stagnation. An exception was secondary teachers with less than 10 years' experience; they agreed that tenure protects incompetent teachers. Many respondents commented that whether or not stagnation occurs depends more on the individual teacher than on tenure. It was also pointed out that teachers must take graduate courses in order to move up on the salary schedule and that this prevents stagnation. Another frequent argument was that it is not tenure that leads to stagnation and protection of incompetent teachers but reluctance by the administration to use the processes provided. One teacher commented that, "Protection of incompetent teachers is there when administration is incapable of or indifferent to corrections."

When asked if they thought removal of tenure would lead to the release of incompetent teachers and prevent stagnation, administrators and school board members generally agreed. Elementary principals did not agree that stagnation would be prevented. Some school board members discussed the implications of removing tenure. "I agree that many boards would use this as an out if there was not a provision for encouragement to correct the situation first. Not all boards are fair or open-minded or wish to help teachers help themselves improve."

Teachers did not agree that removal of tenure would prevent stagnation. They thought that growth and development are an individual matter. Teachers thought that removal of tenure might facilitate the release of incompetent teachers. However, some feared that without the protection of tenure, the teachers removed might not be those who are genuinely incompetent, but those who are too expensive or who have run into personal conflicts with the school board or administation. Said a teacher organization leader, " . . . stagnant teachers are not dismissed — the one that makes waves is fired." Another expressed the apprehension that removal of tenure might cause damage to educational quality, " . . . Sophisticated one-up-manship and internal politics and courting of immediate supervisors would take place, diverting attention from classroom performance." Others mentioned that there are provisions for release now; one teacher said that the removal of job security would make " . . . no difference — it takes guts to remove someone who is incompetent."

Survey participants were asked whether there were any modifications of tenure which they would find acceptable. The only modifications which were partially acceptable were lengthening of the probationary period and periodic review and renewal of tenure. Teachers differed

(figure 9)

TENURE LAWS ARE NECESSARY OR ADVISABLE

	Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
1. To insure ACADEMIC FREEDOM	22%	42%	10%	20%	5%
2. To allow freedom for DIFFERING TEACHING STYLES	20%	42%	7%	26%	5%
3. To prevent a SPOILS SYSTEM or FAVORITISM	29%	37%	12%	19%	4%
4. To protect a teacher from COMMUNITY PRESSURE	22%	42%	12%	19%	5%
5. To protect against PREJUDICE	21%	37%	13%	26%	4%
6. To prevent RELEASE OF HIGH-SALARIED TEACHERS as a means of budgetary reducation	41%	34%	7%	15%	2%

There was no substantial difference when answers were tabulated by respondent position.

(figure 10)

MOST IMPORTANT REASONS FOR TENURE

(Rank Order)

1. Prevent release of HIGH SALARIED TEACHERS 20%
2. Protect from COMMUNITY PRESSURE 17%
3. Insure ACADEMIC FREEDOM 16%
4. Prevent a SPOILS SYSTEM 16%
5. Allow DIFFERING TEACHING STYLES 14%
6. Protect against PREJUDICE 13%

on possible modifications. *(see figure 11)*

Respondents were then asked if they thought that the safeguards provided by the current tenure laws could be equally well provided by a master contract with a carefully drawn up grievance procedure, with its final appeal to arbitration. The only segments of the educational establishment which had definite responses were secondary teachers with more than 10 years' experience and teacher bargaining team members. Both were strongly opposed to negotiation of tenure. Respondents in other positions were neither strongly opposed nor favorable; many had as high as 30% undecided.

The main advantage to negotiation of tenure was perceived to be the opportunity of adapting provisions to local district needs; the major disadvantage mentioned was the threat to teacher security. Other disadvantages mentioned frequently were the inconsistency that might develop among districts and the problem of adding another very difficult item to an already heavy burden of negotiation. It would be "just one more thing to hassle on," said one teacher.

SENIORITY DISMISSAL

An issue which often arises during a discussion of tenure is seniority dismissal. All school districts use seniority dismissal (last hired, first released) when enrollment decline or financial limitation require the release of tenured teachers. Although school boards and teachers organizations may agree to negotiate another process, only 26 of the 51 districts responding to the Superintendent Survey (SSS) said their districts had attempted to negotiate any modification of seniority dismissal. Thirteen reported no success. Negotiations in the other 11 districts resulted in only minor revisions to the seniority process, e.g. restrictions on "bumping" rights or seniority within categories of teachers.

In the larger survey, where respondents were asked whether seniority dismissal should be negotiated, superintendents and all teacher groups favored negotiating. In rank ordering items to include in contract negotiations, seniority dismissal was ranked most important by superintendents and secondary principals, second most important by school board members. It was the second or third choice of four out of five teacher groups.

To determine whether educational personnel perceive seniority dismissal as damaging or beneficial, they were asked to agree or disagree that "seniority rank dismissal is in the best interest of quality education." Administrators and school board members all tended to disagree. Teachers with less than 10 years' experience were generally uncertain; teachers with more than 10 years' experience and bargaining team members agreed that seniority dismissal was good for education. There was little difference in opinion among districts of varying sizes or those with growing or declining enrollments.

The major reasons for both opposition and support of straight seniority were converse sides of the same arguments. Those favoring it believed that seniority allows experienced teachers to be retained; those opposing it said that experience is not necessarily equivalent to excellence in teaching.

Many persons who disliked seniority dismissal mentioned the harm it does to district programs. Said one school board member, "The staff needs for a quality program should be met first; the security of individual teachers second." When asked if programs had been lost to the district because of the seniority dismissal release of key teachers, a majority said it had not happened in their district. Respondents from first class city districts were more likely to indicate that programs had been lost (40% agreed).

A number of respondents mentioned the loss of young, enthusiastic teachers as a problem caused by seniority dismissal. When asked if it were true that seniority dismissal leads to an age and experience imbalance, a majority of respondents agreed. Virtually everyone thought that an age and experience balance was important to a school district.

Others mentioned the problem of teachers teaching subjects that were not their major area of expertise. When asked if they would favor a requirement of recent teaching experience and major certification in a subject in order to establish seniority rank in that field, administrators and school board members tended to agree strongly with this proposal. Teachers also agreed, although they were less favorable.

Opponents charged that the seniority dismissal process does not allow for administrative discretion. It requires the release of the least senior teachers even if they are acknowledged as unusually talented or are vital parts of special programs. It generally leads to the loss of a district's younger (and less costly) teachers. The "bumping" process integral to seniority dismissal can lead to a teacher teaching in a field of certification in which he/she has much less experience than the teacher he/she has bumped.

Those in favor of seniority dismissal mentioned that at least it is fair and orderly, and teachers know where they stand. Many took a "what else is better?" approach and thought that seniority is the best criteria for dismissal "until job performance can possibly be measured."

When asked what modifications to seniority dismissal would be acceptable or desirable, respondents most frequently suggested "some element of evaluation." This is not surprising, since an obvious alternative to dismissing personnel on the basis of the length of time worked seems to be dismissal based on how well or how poorly the job is performed. "Some element of evaluation" was proposed by teachers as well as administrators, although teachers with more than 10 years' experience were less likely to favor it. Experienced secondary teachers and bargaining teams in particular favored no modifications to the seniority dismissal process. *(see figure 12)*

As an over all indication of preference, respondents were asked to choose one of five sets of criteria for placing teachers on unrequested leave, ranging from "seniority only" to "some measure of job performance only." There was little difference in attitude among individuals from various types of districts. *(see figure 13)*

Again, bargaining team members and secondary teachers with more than 10 years' experience were the strongest supporters of seniority dismissal. Administrators and school board members prefered to have performance evaluation dominate seniority.

Current Provisions for Competence Assessment

The conflict between seniority dismissal and evaluation has sharpened as school district enrollments have begun to decline and tenured teachers are released.

Seniority dismissal provides a clear-cut process by which to reduce staff, and there is no need to pass judgment on anyone's competence. However, many argue that staff reduction necessitated by declining enrollments provides an opportunity to upgrade the quality of the teaching staff by dismissing those who are the least competent teachers rather than those with the least seniority.

The most immediate apparent reflection of increasing teacher competence should be advancement on the salary schedule. There are now several ways for a teacher to advance along the salary schedule, i.e. length of time with the district and completion of graduate course. In addition, teachers who have acquired their certification since 1969 must be recertified every five years based on a combination of course work and activity within the school district and the community.

There are other factors too, e.g. in-service training and preparation time, which are commonly thought to contribute to improved teaching. The survey attempted to determine whether these and other factors are perceived as improving teacher competence.

(figure 11)

ACCEPTABLE MODIFICATIONS TO TENURE

	Abolish Tenure		Periodic Review and Renewal of Tenure		Negotiation of Tenure		Lengthen Probation		No Change Acceptable	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Superintendents	17%	83%	61%	39%	6%	94%	89%	11%	11%	89%
Elementary Principals	15%	85%	90%	10%	10%	90%	80%	20%	10%	90%
Secondary Principals	17%	83%	72%	28%	22%	78%	83%	17%	11%	89%
School Board	38%	59%	86%	14%	38%	62%	72%	28%	3%	97%
Elementary Teachers + 10	3%	97%	64%	36%	11%	89%	44%	56%	19%	81%
Elementary Teachers – 10	11%	89%	71%	29%	32%	68%	32%	68%	19%	81%
Secondary Teachers + 10	0%	100%	*43%	57%	13%	87%	*63%	37%	13%	87%
Secondary Teachers – 10	10%	90%	72%	28%	24%	76%	45%	55%	21%	79%
Bargaining Team	3%	97%	*48%	52%	19%	81%	28%	72%	19%	81%

NOTE: "Shorter probation" was also a possible choice, but no significant number of respondents agreed with this at all. Note especially the variation of the * responses.

(figure 12)

MODIFICATIONS OF SENIORITY DISMISSAL ACCEPTABLE

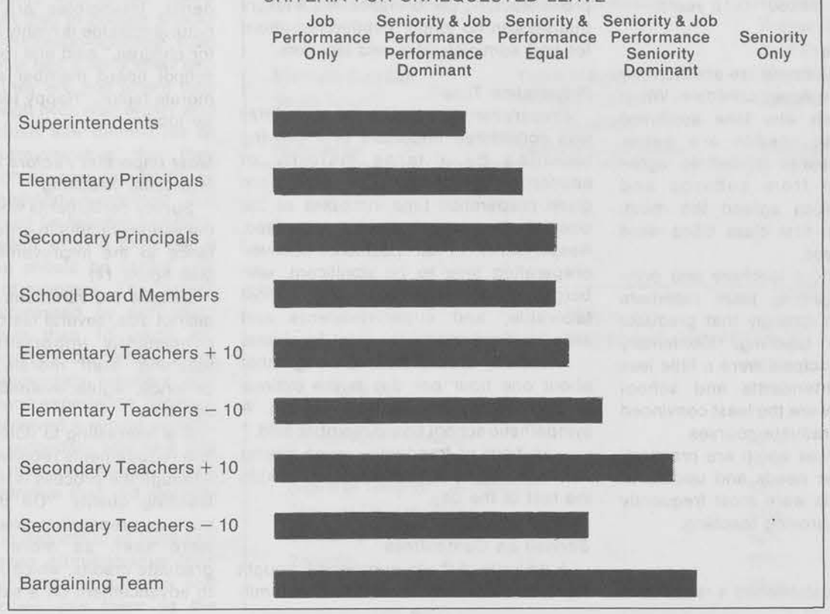
Position	None	Some Element of Evaluation
Superintendents	14%	*29%
School Boards	13%	46%
Elementary Principals	24%	54%
Elementary Teachers + 10	42%	42%
Elementary Teachers – 10	36%	50%
Secondary Principals	7%	53%
Secondary Teachers + 10	60%	20%
Secondary Teachers – 10	30%	50%
Bargaining Team	58%	26%

*This may be lower than expected, in part because 21% of the superintendents responding to the question suggested "abolish seniority," and 21% suggested "consideration of program needs."

Note: Percentages shown are percentages of those answering this particular question.

(figure 13)

CRITERIA FOR UNREQUESTED LEAVE



Years of Experience

"Experience does not make a better teacher of a bad one, but it makes a good teacher better," said one school board member.

When asked if teachers with more years of experience are better than those with fewer years of experience, respondents overall were uncertain. However, there were variations by groups. The smaller the school district, the more strongly they agreed that experience leads to better teaching.

School board members were the least likely to agree that experience is important; elementary principals and elementary teachers with less than 10 years' experience also disagreed. Agreeing very slightly were four groups — superintendents, elementary teachers with more than 10 years' experience, secondary teachers with less than 10 years' experience, and secondary principals. Those who most agreed that experience is a factor were secondary teachers with more than 10 years' experience and bargaining team members.

Respondents were uncertain if there is a point beyond which additional years of experience no longer yield significant improvement in teaching. Administrators, school board members, and respondents from first class cities were more likely to think that there is such a point.

When asked at what point, if any, experience becomes less significant, the most frequent response was that every year brings better performance, or that it depends on the individual. However, 64% of the superintendents chose 5-8 years as the critical period, and 39% of the school board members picked 10-15 years.

Graduate Credits

Graduate credit hours are another way to advance on the salary schedule. When asked if teachers who take approved graduate course credits are better teachers, participants tended to agree slightly. Those from suburbs and medium-sized cities agreed the most, while those from first class cities were least likely to agree.

Secondary school teachers and principals and bargaining team members agreed the most strongly that graduate credits improve teaching. Elementary teachers and principals were a little less certain. Superintendents and school board members were the least convinced of the value of graduate courses.

Graduate courses which are practical, related to teacher needs and update or provide new skills were most frequently mentioned as improving teaching.

Recertification

The state has established a recertification process for teachers. When asked if the present recertification requirements improve teaching performance, respondents were uncertain. Those most definitely disagreeing were superintendents and secondary teachers with less than 10 years' experience; bargaining team members and board members agreed the most. Relating recertification to the teacher's area of expertise was the most frequently given suggestion for making recertification a better method of improving performance.

In-service Training

A common device for upgrading teaching competence is in-service training. When asked if their district's in-service training improved classroom teaching, a majority of respondents thought that it did. The larger the school district, the more likely in-service was to be ranked as providing improvement. Relevance to teacher needs and teacher participation in the planning were considered the most important factors for determining the value of in-service training.

Sabbatical Leave

Another method which is said to upgrade teacher competence is the sabbatical leave. A solid majority of those interviewed felt that sabbaticals were valuable, although superintendents were the least convinced. However, in ranking factors most important to improving teaching, only three people included sabbatical leave in the top five. One school board member commented, "A sabbatical is a terribly expensive way to improve teaching performance. It's a luxury that we can no longer continue to afford for bad administrators and teachers."

Preparation Time

Preparation time during the school day was considered important to improving teaching by a large majority of educational personnel. The importance given preparation time increases as the size of the school district increased. Respondents in all positions believed preparation time to be significant, with bargaining team members being the most favorable, and superintendents and secondary principals the least favorable.

A majority of respondents thought that about one hour per day is the optimal amount of preparation time needed. A sympathetic school board member said, " . . . an hour of freedom — even having coffee — can help a person face the kids the rest of the day."

Service on Committees

A majority of those questioned thought that service on school or district committees contributes to improved teaching. Superintendents and school board members were slightly less certain of the value of committee service than were the others. The respondents seemed to see committee service as providing two-way benefits; the majority mentioned that such participation gives teachers a voice in district decision-making and makes the teacher more aware of district needs.

Staff Morale

Eighty percent of those questioned believed that strong morale within the school building improves teaching quality. About 90% of those from first class and medium-size cities thought building morale to be significantly important; about 78% of those in the other areas thought so. Superintendents and principals were less likely to find building morale important, but over 85% of the school board members and teachers saw it as significantly improving teaching.

Building Rotation

Periodic rotation of teachers from one building to another is sometimes suggested as a way of improving teaching. The main advantage mentioned for rotation was that it would encourage variety and new teaching methods; the major disadvantage, instability. Teachers and school board members, in particular, believed that rotation would have a negative effect if it were forced.

Other Factors in Improving Teaching

When asked what other factors might improve teaching performance, the most frequently mentioned were a good teaching climate and a dedication to students. Intangibles are important. "A natural aptitude is highly important; a love for children," said one respondent, and a school board member summed up the morale factor, "Happy teachers do a better job."

Most Important Factors in Improving Teaching

Survey participants were asked to rank the various factors in order of their importance to the improvement of teaching. *(see figure 14)*

Despite the variations by position and district size, several factors appear to be consistently important to improved teaching: staff morale, years of experience, regular evaluation and preparation time.

It is interesting to note that recertification requirements received little attention, although the process is meant to improve teaching quality. "On the job" factors, such as preparation time and evaluation were seen as more valuable than graduate credits, which is one key factor to advancement on a salary schedule.

COMPETENCE

Who Determines Competence

In addition to asking which factors contribute to improving teaching competence, one may ask who should determine whether or not a teacher is competent. Participants in the survey were asked to select from a list those they thought should have (not necessarily those who do have) a legitimate role in determining whether a person is a professionally competent teacher.

When overall responses were ranked, the results showed that principals were chosen most often. *(see figure 15)*

When ranked by respondent position, principals were the first choice of every position except elementary teachers with less than 10 years' experience, who chose them a close second to colleges of education.

Role of Principal

Since principals were believed to be a key factor in the determination of teaching competence, those polled were asked what is their role now, and what should it be?

Respondents were asked to indicate where on a scale of 1 to 5 (ranging from [1] advocate and defender of the teachers in building to [5] implementer of administration policy) they thought principals are now and where they thought they should be. Overall, respondents thought that principals now tend slightly more toward the administrative end of the scale than they should.

The difference in perception between various positions is of interest. *(see figure 16)* Superintendents and school board members thought that principals should be more administration-oriented than they are. Principals had a fairly small gap between where they are and where they should be, although both elementary and secondary principals saw themselves as slightly more "administrative" than they should be. Teachers saw principals as somewhat administration-oriented but thought they should be teacher-oriented.

The gap between what a principal is and what he/she should be varied with different types of teachers. The largest disparity was expressed by secondary teachers with less than 10 years' experience, followed by bargaining team members and secondary teachers with more than 10 years' experience. Elementary teachers perceived a similar separation. Generally, secondary teachers and bargaining team members saw principals as more administrative than did elementary teachers.

Respondents in districts of all sizes saw principals as more administrative than they should be. Those in suburbs and medium-sized cities saw them as the

(figure 14)

MOST IMPORTANT FACTORS IN IMPROVING TEACHING

Rank Order	(Overall results)
1. "Building" morale	25%
2. Years of Experience	18%
3. Regular Evaluation	15%
4. Preparation Time	13%
5. In-service Training	10%
6. Graduate Credits	9%
7. Community Activity	2%
8. Rotation of Building Assignment	2%
9. Recertification Requirements	2%
10. Dedication, Love of Children	2%

Position	Most Important Factor	2nd Most Important
Superintendent	Regular Evaluation	In-service
Elementary Principal	In-Service	Morale/Regular Evaluation
Secondary Principal	Morale	—
School Board	Regular Evaluation	Morale
Elementary Teacher + 10	Years of Experience	Preparation Time
Elementary Teacher − 10	Preparation Time	Regular Evaluation/Years of Experience
Secondary Teacher + 10	Years of Experience	Morale
Secondary Teacher − 10	Years of Experience	Morale
Bargaining Team	Years of Experience	Morale
District Size		
1st Class City	Regular Evaluation	Morale
Suburban	Morale	Preparation Time/Years of Experience
Medium Size City	Years of Experience	Morale
Small Town	Morale/Years of Experience	Regular Evaluation
Rural Area	Years of Experience	Morale/Regular Evaluation

(figure 15)

WHO SHOULD DETERMINE COMPETENCE

	YES	NO
Principals	88%	10%
Colleges of Education	70%	28%
District Administration	68%	29%
Peers	64%	34%
Board of Teacher Certification	63%	35%
Teacher Organizations	53%	44%
Students	52%	45%
Parents	47%	50%
State Board of Education	56%	52%

most administration-oriented now; those in first class cities wanted them to be the most strongly teacher-oriented.

There was a larger disparity between the actual and preferred role of a principal in "satisfied" districts than in "restless" districts.

Effectiveness of Evaluation

Presumably, one of a principal's major tasks as a determiner of teacher competence would be the evaluation of his/her teaching staff. Any alternative to or modification of seniority dismissal might also require an effective evaluation system.

Survey respondents were asked to indicate the effectiveness of their district's current method of evaluation by ranking it on a 1-5 scale ([1] significantly improves evaluation — [5] has a significant negative effect.) *(see figure 17)*

Overall, evaluation methods were rated somewhat effective.

The effectiveness of evaluation appeared related to district size, with the exception of first class cities. Suburban respondents found evaluation the most effective; those in medium-size cities, small towns and rural areas, less effective; those in first class cities, least effective of all.

Teachers were notably less likely to see current evaluation methods as effective than were administrators and school board members. Principals thought evaluation the most effective; superintendents and school board members, somewhat effective. Secondary teachers and bargaining team members were the least likely to think their district's evaluation effective. Elementary teachers thought it only somewhat effective, although they were favorable. Secondary principals ranked current evaluation methods more highly than did respondents in any other position, while secondary teachers gave them the lowest rating.

The most important factor in making evaluation contribute to teacher improvement was thought to be a positive, fair approach. Two-way communication was also cited as important. Administrators and school board members mentioned definition of goals and regularity of evaluation, and teachers often mentioned the necessity of a competent evaluator.

PROBATION

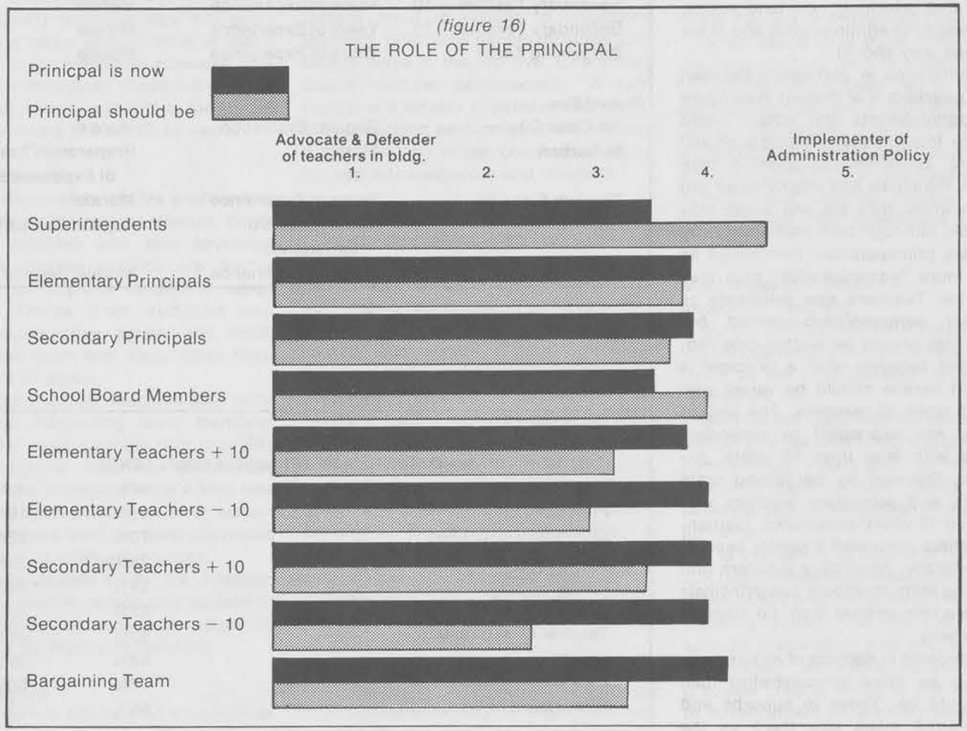
Probation is the time during which a new teacher is to be evaluated to determine competency. Teachers often say that if the probationary period were handled correctly, there would be fewer incompetent tenured teachers. Others argue that probationary job performance may be misleading and a poor predictor of future performance.

Survey participants generally thought probation a fairly good indicator of future job preference. *(see figure 18)* Respondents in all positions perceived the probationary period's worth as a "somewhat good," predictor of job performance, with superintendents and board members slightly less sure than teachers and principals. However, when asked whether they thought probationary job performance assessments were adequate in their districts, they all thought assessments only somewhat to minimally adequate. The same disparity appeared in districts of all sizes, with the largest gap between the potential of probation and its actual practice occuring in medium-sized and first class cities.

Respondents from "satisfied" and "restless" districts rated probation as a fairly good indicator of performance, but those in satisfied districts gave their district's assessment of probationary teachers a lower rating than did those from restless districts.

There was a variation in perception of the potential of probation and its assessment when responses were grouped by the position held. Superintendents ranked success of the district's assessment procedures more highly than they did the value of probation as an indicator

(figure 16)
THE ROLE OF THE PRINCIPAL



of future performance. Principals and school board members perceived a moderate gap. Teachers perceived a larger separation between the potential value of probation and their district's current assessment. Teachers with less than 10 years' experience and bargaining team members had the largest discrepancy between the potential of probation and its actual use. The discrepancy seen by teachers with less than 10 years' experience is of interest, since these are presumably the teachers who have had the most recent experience with performance assessments during probation.

Length of Probation

It has been suggested that changes in the length of the probationary period might be beneficial. Virtually no one wanted to shorten probation. Nearly half of the respondents thought it should be lengthened. Opinions varied by district size. Seventy-six percent of the respondents in first class cities opposed lengthening probation (first class cities already have a three-year probationary period as compared to two years in continuing contract districts). Respondents in suburbs and medium-sized cities also opposed lengthening probation, although by smaller majorities. Respondents from small towns and rural areas thought it should be lengthened.

Superintendents and principals were more favorable to lengthening the probationary period than were school board members and teachers. Of teachers, only secondary teachers with more than 10 years' experience favored lengthening probation at all. A large majority of the other groups of teachers opposed extending the probationary period, as did bargaining team members.

SUMMARY

In viewing the impact of PELRA on contract negotiations, all respondents agreed that teachers have been better able to achieve their objectives in terms of wages and working conditions since the passage of PELRA. Teachers generally thought they were less effective in affecting policy decisions than did school boards and administrators. Questions about the scope of negotiations showed a very real difference of opinion between teachers and administrators. Administrators and school board members wanted to exclude most items from negotiations, and teachers wanted to include most items. The items over which there was greatest disagreement were issues which deal with policy decisions which some believe affect the working conditions of teachers — class size, preparation time, building transfer, and extra duty — rather than

(figure 17)
EFFECTIVENESS OF EVALUATION

more "pure" policy decisions such as curriculum planning. In general, respondents seemed to be favorable toward the present functioning of PELRA. There was no glaring discontent with the operation of the law.

Respondents in this study were agreed that tenure is still necessary and important and should not be abolished. There was disagreement over whether tenure causes professional stagnation or protects incompetents or whether its removal would prevent stagnation or incompetence. The primary reason given for continued tenure protection was to prevent the release of high salaried teachers.

Respondents also did not agree on whether seniority dismissal was in the best interest of quality education. Administrators and school board members all tended to think it is not, while teachers on the bargaining teams and those with more than 10 years' experience tended to think it is. Teachers with less than 10 years' experience were uncertain. Bargaining team members and secondary teachers with more than 10 years' experience were the strongest supporters of seniority dismissal, while administrators and school board members preferred performance evaluation over seniority in dismissal criteria.

Because both tenure and many possible modifications to seniority dismissal require some element of evaluation, survey respndents were asked what is important to teaching performance and who should determine professional competence. Despite variations by position and district size, several factors appeared consistently to be perceived as important to improved teaching: staff morale, years of experience, regular evaluation and preparation time. Principals were seen by all as the proper persons to determine professional competence. As might be expected, teachers (who are being evaluated) tended to think evaluation is less effective than did administrators (who do the evaluating). School board members had less confidence in evaluation than did administrators but more confidence than did teachers. An interesting finding was the difference in perception between secondary principals (who rated their district's evaluation as highly effective) and secondary teachers (who gave their district's evaluation procedure the lowest ratings).

This is the second in a series of three FACTS & ISSUES: Education. The first in the series described Minnesota's Laws, their premises, procedures and history. This second FACTS & ISSUES: Education has focused on the "educational establishment's" perception of Minnesota's collective bargaining and tenure laws and related issues. The third in this series examines the advantages and disadvantages of Minnesota's collective bargaining and tenure laws; it also presents the most commonly proposed alternatives and modifications.

Research for this publication was supervised by Betty Shaw. Principal contributors were Connie Hoverson, Jan Bray, Joyce Abramson, Karen Davidman, Katherine Putnam, Lorraine Clugg, Belle Scott, Edie Zidel, Sue Rosenfeld, Diane Brook and Marla Kennedy. Editorial assistance: Judy Rosenblatt, Judy Medelman and Harriett Herb.

Local LWVs who did surveying: Anoka, Austin, Bemidji, Bloomington, Grand Rapids, Granite Falls, Minneapolis, Owatonna, Richfield, Rochester, Rock County, St. Cloud, St. Paul, St. Peter, West Dakota County and Winona. The AAUW of LeSeuer also assisted in the interviewing.

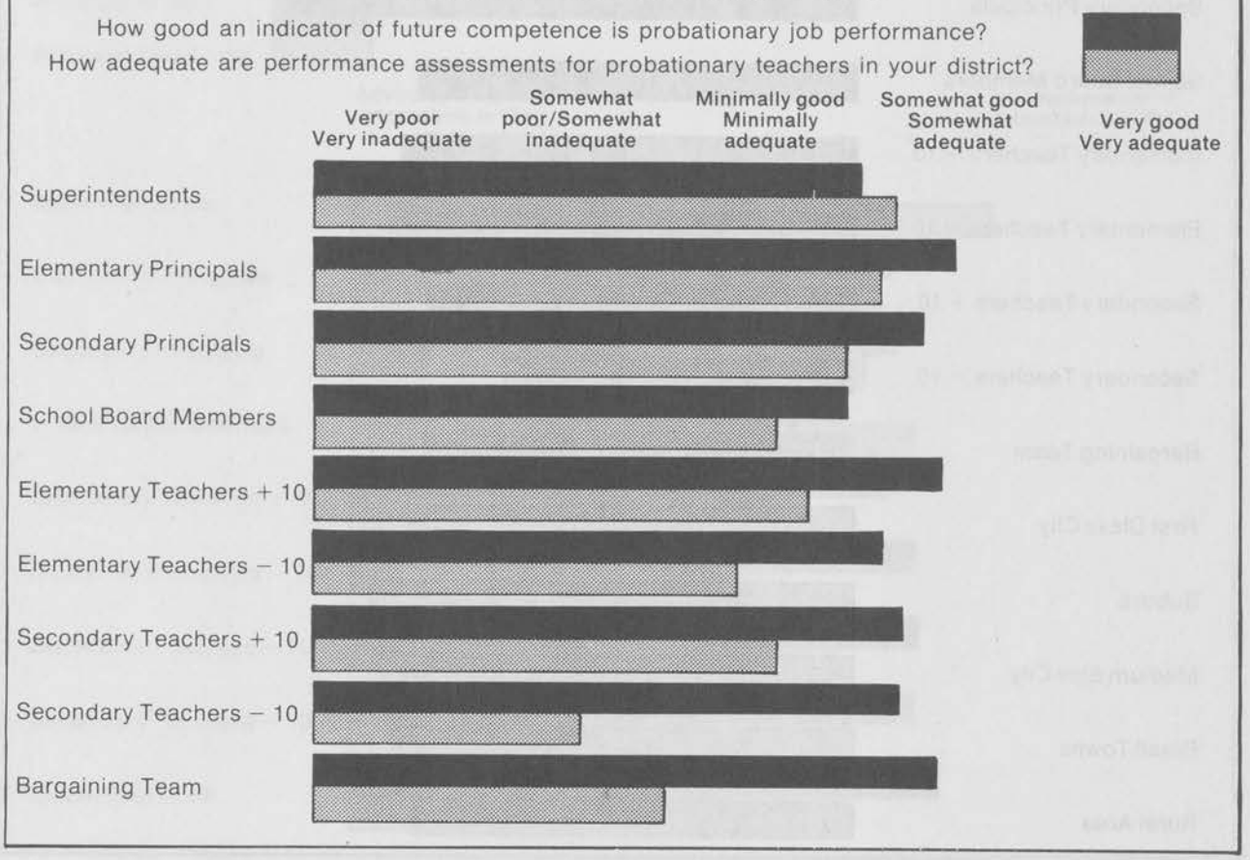
A further description of the methodology, the questionnaire used in this research project, the 246 surveys returned, and the computer printouts for the study are available at the office of the League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102, 224-5445, for those who wish to examine them.

Prepared by the League of Women Voters of Minnesota
Published by the League of Women Voters Education Fund

(figure 18)

PROBATION — ACTUAL/POTENTIAL VALUE

How good an indicator of future competence is probationary job performance?
How adequate are performance assessments for probationary teachers in your district?



FACTS and ISSUES: EDUCATION #3
COLLECTIVE BARGAINING AND TENURE

League of Women Voters of Minnesota

September 1977

Minnesota's Laws: Advantages, Disadvantages, Modifications, Alternatives

This third FACTS AND ISSUES on Collective Bargaining and Tenure in Education discusses some of the advantages and disadvantages of present Minnesota laws and some possible modifications or alternatives to them. The first of the series was a factual discussion of Minnesota's laws; the second presented the "education establishment's" perceptions of the ways the laws function.

COLLECTIVE BARGAINING

How We Got Where We Are

In previous years when teacher organizations and school boards disagreed on wages and working conditions, the most common reaction was that school boards were elected to make the decisions and should be immune from collective bargaining pressures in their decision-making. According to this line of reasoning, to allow an employee group to negotiate wages, or anything else, was to surrender authority to a non-elected group. Conditions of public employment were fixed by law; if employee groups did not like those conditions, they had the same opportunity to lobby to change them as any other citizen group.

In the 1960's there was a change in attitude as states began to require that public employee groups, including teachers, be consulted regarding conditions of employment. An example was Minnesota's Meet and Confer Law. However, if teacher groups were dissatisfied, there were few options open to them. They could protest, resign, work only to the letter of their contracts and no more, i.e. "work to rule," call in sick or have an illegal strike.

Throughout the country, where no legal alternative was open to teachers, there were an increasing number of illegal strikes. In the words of a spokesperson for the Florida Education Association: "It is far better to abandon the children for a few days than to abandon them for the rest of their educational lives."[1] Teacher groups believed that the disputes involved not merely their own self interests but reached to the heart of whether a school district was willing to provide quality education. They also believed that no one was better qualified to know the educational needs of the student than the classroom teacher.

Until the passage of the Public Employment Labor Relations Act (PELRA) in 1971, school boards retained the power to make the final decisions.

The Sovereignty Principle

Supporters of the sovereignty principle (the school board is elected to represent public, and public authority is sovereign) contend that the school board has the legal responsibility for maintaining quality education in a district. The citizens elected them because they had confidence that the board members would make decisions in the best interest of education. If board members do not do this, they will not be reelected. Boards should consult with the superintendent, other administrators and teacher groups to understand their needs and to get their advice about what is best for the educational system, but the final decision must be the board's. Decisions about educational policy should not, and according to the sovereignty principle cannot, be negotiated away. To negotiate educational policy decisions, including control over the budget via wage negotiations, is to abdicate the very responsibility for which the board members were elected.

Opponents point out that this very rigid adherence to the sovereignty principle is unrealistic. They maintain:

1. that school boards and the public must face the reality of public employee negotiation;
2. that public employees have the same right to protect their interest and have a voice in setting their work conditions as do nonpublic employees;
3. that inclusion of teachers in decisions regarding educational policy is absolutely indispensible to quality education;
4. that those who must implement policy decisions must have a voice in their formation;
5. that teachers are not simply "employees," they are professionals. They cannot be excluded from educational policy decisions and still be expected to "do their job."

When teachers and school boards disagree on working conditions, and sometimes those working conditions are educational policy, there must be a way to compromise those differences.

What is Negotiable?

The definition of what areas of the employer-employee relationship shall be subject to negotiation is of crucial importance to both parties, since issues which are subject to bargaining must be resolved by the two parties and the agreement included in the contract. It is commonly assumed

that management has all rights except those which it bargains away. Generally, then, employers prefer to keep the scope of negotiations limited to basic wages and hours issues, while employees prefer to broaden negotiations to include issues which involve policy decisions.

In most industries the question of negotiable issues generally concerns no one except the direct participants. However, in the case of collective bargaining between school boards and teachers, what shall be negotiated is of real importance to the entire community; the decision determines who will run the schools.

If the scope of negotiations is very limited, the school board retains its power to make decisions for the district. It may consult teachers concerning such things as leaves of absence, preparation time, class size, etc., but the ultimate decisions belong to the members of the board.

However, teachers are not necessarily similar to automobile assembly-line workers, who, although they may negotiate on wages and fringe benefits, have nothing to say about what model car they will work on. Teachers, as professionals, believe they should have a voice in their educational "product" - in decisions on curriculum and teaching methods, for example. Teachers can be guaranteed an effective voice in decisions about school policy if they make these issues subject to collective bargaining. A mutually satisfying resolution would then be achieved by both school boards and teachers.

Those preferring broad negotiations assert that teachers are more truly representative of the interests of the students and more aware of what is required to provide quality education than are school board members, who are concerned mainly with keeping costs down. They think it is in the best interest of the community to give teachers a more powerful voice in determining school policy.

Those who dispute this approach say that it is not the teachers but the school board members who have the best interests of the school system at heart. They have an overall view of what the community wants, and they must be free to exercise their best judgement in policy matters. Teachers, from this viewpoint, are basically self-serving in contract negotiations, concerned mainly with saving their jobs, providing higher salaries and easing working situations.

The current PELRA provisions create a situation which is somewhere in between these two extremes. They require negotiation on wages, hours and working conditions, while specifically exempting matters of educational policy. (For background discussion of what the law spells out and what the gray areas are, see FACTS AND ISSUES: Education, Minnesota's Laws, p. 2.) Since negotiable items are not defined in great detail, it is left to the boards and teacher units in each individual district to determine whether or not a specific item is negotiable. If both the board and the teachers agree to bargain about an item, it becomes, by definition, negotiable. This flexibility allows districts to tailor a contract to their own particular needs. It also leads to inconsistency among districts.

Definition of negotiable items may also be a result of disparate power, rather than district variations. A strong board negotiator facing a weak union may simply refuse to bargain about any except the most basic items. On the other hand, a strong, skilled teachers' union could force a weak or poorly prepared school board to bargain away many policy decision prerogatives.

The current law could be amended to restrict bargaining to a **few** limited, clearly defined issues, or it might mandate bargaining on a much **wider** range of items. There is no "right" or "wrong" system. The basic issue is whether citizens think the schools are best served by school boards having complete control of policy decisions, or by teachers having greater influence in educational policy, or by the current legislation as interpreted by local districts.

The Public Role in Negotiations

Under present law who negotiates, and what difference does this make for quality education?

Strictly speaking, the parties to negotiation are the employer (the school board) and the employees (teachers). But whom does the school board represent, and who represents the school board? School boards are elected policymakers without an elected executive. Their executive is, by law, the superintendent of schools, an employee. When bargaining, whose interest does the "employer," whether the school superintendent or the school board, represent: the needs, preferences and priorities of the professional management of the school district, those of the children, those of the parents, or those of the taxpayers? Are these always in accord? If not, when they conflict, which needs, preferences or priorities will prevail? Whom do the teachers represent: their needs alone, or the needs of the children as well?

What difference does it make how those questions are answered? As the scope of collective bargaining negotiations broadens, its impact on the learning process in the classroom is greatly increased. Some contracts now include joint teacher/board committees for determining policy on curriculum, evaluation procedures, discipline and class size. Collective bargaining, in addition to improving the general working conditions of teachers, has served to redistribute the power in school systems.

According to one writer, "The greatest contribution of collective bargaining to American Education is that it is forcing everyone concerned with public education to reconsider who should control American schools."[2] By ending the tight, in some cases "despotic," control of professional administrators, some believe there may be a chance to create a better educational climate and generate relationships based on trust and respect. This broadening of decision-making to include teachers via the bargaining process is, in the opinion of many, a very healthy step.

But does the bilateral, highly specialized and sometimes highly secret nature of the collective bargaining process undermine citizen efforts to participate in educational decision-making? Curriculum decisions, evaluation procedures, discipline and class size are also of great interest and importance to parents and the community. If they are to be subjects for negotiations, does not the community have a legitimate interest in what decisions are made? If the public has a legitimate interest, how and by whom is this interest to be represented in the process?

Some argue that the public is already represented in the form of the elected school board. They argue that labor negotiations by their very nature must be done in private, that to insist that school boards negotiate in a "goldfish bowl" conflicts with the realities of collective bargaining. One labor expert says, "I must confess that I cannot conceive of the bargaining process including a three-way operation (between management, unions and the public) and under our system of government we would be inclined to believe that the public is ultimately represented at the bargaining table through those who represent the state (school board)."[3]

This theory, that the school board represents the public, has been challenged by a large number of studies in recent years. A recent study published in a national education journal states: "Most board members do not view their role as representing or speaking for 'the public'; rather they view it as speaking for the administration to the public."[4]

At present there is no legal requirement that the school board make any attempt to determine community/parent priorities on matters which will be subject to contract negotiations. Only the most persistent citizen can find out what is being negotiated, and in some cases existing contracts are difficult to obtain.

Minnesota's Open Meeting Law does include contract negotiations. The public may attend negotiating sessions until the Director of Mediation Services closes the sessions during the mediation process. Dates and places of negotiating sessions, however, are not published, and meetings are not held on a regular basis, making it very difficult for an ordinary citizen to learn when and where the sessions are being held.

The bargaining process has become more professionalized in recent years with both teachers and school boards using professional negotiators. This means that many times board members are not present at negotiating sessions, and in some cases board members have so little to do with the negotiating process that their role is limited to hiring the negotiator and ratifying the contract. Many negotiating professionals think that this is as it should be. A Florida management attorney who negotiates for school boards stated his opposition to community access via the Florida Sunshine Law in this way: "The Public's right to know has to be balanced against the fact of life that labor relations, like international relations, is much too sensitive and difficult a process without having to put it in the glare of public emotions."[5] The public is seen as emotional, uninformed and not having a legitimate interest in the negotiation process. Neither management nor the teachers would get down to the basics of negotiations while the public is present. It is claimed there would be too much publicity seeking, too much grandstanding, if the public were included in the negotiating sessions.

It might also be argued that the public does not really care to be involved in contract negotiation. Citizen apathy is notorious in school issues, as exemplified in low voter turnout for school board elections and empty hearing rooms at school board meetings.

Some argue that the public is already too much involved in the negotiating process via the Open Meeting Law. School boards are not allowed to hold strategy sessions in private. As one labor expert says, "This is like asking the one playing stud poker with the taxpayers' chips to handicap himself by demanding, in the name of democracy, that he play with five cards up against an opponent who keeps the hole card down."[6] Some Minnesota school board members are asking that the Open Meeting Law be amended to exempt a limited number of strategy sessions so that the school board negotiating position can be discussed in private, a right that teacher organizations have. The result may be that the boards violate the law and meet in secret or over the phone, or they may be left out of the process almost completely as the superintendent assumes this role, or they may be limited to discussing their positions with the board negotiator on an individual basis.

Is there a solution to the dilemma of the need for efficiency and privacy in the negotiating process and the need for citizens (parents, students and the community) to have their legitimate interests represented in the process? Some solutions may be simply greater board and citizen initiative to insure that citizen needs and priorities are heard. Both the teacher unit and the board could conduct public hearings when preparing their contract demands. The public can be educated to understand that first offers are not meant to be final offers. Both parties could inform the public about what is being negotiated.

Currently, citizens are informed about negotiations only when impasse is reached and a strike is imminent or in progress. At that time emotions are high, and information is often presented as propaganda for the competing sides. There is more likelihood of meaningful citizen input before the process reaches a crisis position. By the time a crisis is reached, it may be too late for an uninformed public to serve a useful function.

Citizen involvement could occur under present law, but this is not happening in any real way. California's Rodda Act requires that the union and the board make their proposals available at a public meeting, and that the "public have the opportunity to express itself regarding the proposal at a meeting of the school employer." In Newark, New Jersey, master contracts with the teachers specify that parents and community representatives be members of certain contractual committees, e.g. accountability.

A further step could be the inclusion of a parent/community representative on the negotiating team. Inclusion of parent/community representatives as observers to the process has been tried in some communities. A bill calling for a form of community-based arbitration has been introduced in Wisconsin.

In the final analysis, if the employer and employee are committed to include some form of citizen access, it can be achieved. If they are not, then it will take some hard effort on the part of citizens to reeducate them to the advantages and necessity for such input. Some think that the most successful effort would be to lobby local school boards and teacher organizations; others think it will require a change in state law to mandate citizen access.

RESOLUTION OF CONTRACT DISPUTES

When teacher organizations and school boards cannot agree on wages and working conditions, when no satisfactory compromise can be found, what then? Several alternatives can be identified:

1. mediation;
2. a return to the sovereignty principle;
3. arbitration;
4. the right to strike.

Mediation

Mediation can be, and usually is, a part of any of these alternatives. A mediator is a go between, a confidant to both parties, whose comments are off the record. The mediator's job is to facilitate negotiation and, in some cases, to intensify it. The mediator is not a "fact finder" or "adviser" about what decision should be reached. The mediator tries to understand and define the areas of disagreement and to help the parties find solutions or compromises.

Return to the Sovereignty Principle

If Minnesota were to repeal PELRA and return to the sovereignty principle, contract disputes could be resolved by consultation with teachers, utilizing mediation and fact finding, but the final decisions would remain with the school board. In the vast majority of states, this is the way contract disputes are presently handled. Under this system, if teachers are dissatisfied, the only option they have is an illegal strike.

Supporters of the sovereignty principle say that in the long run it is better to suffer a few illegal strikes, slowdowns, morale problems, etc., than to abdicate the very responsibility or reason for existence of school boards.

Opponents say illegal strikes are a very unsatisfactory method of compromise because they turn the teachers into "criminals," thus making them less effective in the classroom. They can divide a community, causing a decrease in support for education in general. Strikes may cause community and parents to lose confidence in teachers. They can create severe morale problems and bad feelings within the educational community that take years to rebuild. But as history has clearly indicated, if the only method of compromise is the illegal strike, that is what will occur.

Arbitration

Another method of settling disputes is to turn the final decisions over to a "neutral third party," whose decisions would be binding. Arbitration is a judicial process. When arbitration begins, negotiation usually stops. The arbitration panel listens to the presentations of each side. It may subpoena witnesses. It then makes a decision and writes the settlement. It decides which side "wins" or "loses," or what the

compromises will be. The final authority to decide then has been delegated by the school board and the teachers to a "neutral third party."

Minnesota's PELRA contains a modification of the arbitration option. If the parties cannot agree through mediation, either party may seek arbitration. If the school board requests arbitration, it proceeds. If teachers request arbitration, the school board has the option of accepting or refusing it. If the school board refuses arbitration, teachers have the right to strike. The parties may continue, however, to negotiate outside the arbitration hearings to avoid an arbitrated decision.

Some teacher organizations feel that under PELRA the collective bargaining procedures are unequal. While they are required to enter arbitration if an impasse is reached, the school board may refuse. Teachers contend that this puts them at a disadvantage in bargaining. If the teachers have a weak case, the board will submit to arbitration; if the teachers have a strong case, the board does not have to submit to arbitration. School boards insist that if arbitration is made compulsory, they will lose all control over educational decision making. School boards are particularly reluctant to enter arbitration if one of the questions at impasse concerns matters of educational policy rather than purely money matters.

Teachers groups are rarely forced into unwanted arbitration. For the 1974 contract negotiations, 57 petitions for arbitration were made. Teacher groups made 48, and nine were either made jointly or by school boards. Eighteen of the teacher requests for arbitration were refused by school boards, resulting in seven strikes.

Those who favor the PELRA system point out that PELRA is a compromise. The Legislature did not mandate that school boards delegate their authority to decide. School boards may, if they choose, delegate this authority, but the Legislature did not demand that they do so. If effect, the Legislature said: 1) You must negotiate with teacher groups; 2) If a settlement cannot be reached, you may delegate this decision to an arbitration panel; 3) If you refuse to delegate this decision, then you may be forced to enter an economic contest with the teachers (a strike).

The Right to Strike

Some teachers believe that the right to strike granted under PELRA is "phony." They have the impression that if the teachers appeared to be winning the strike, the board would agree to arbitration. In other words, some teachers think they would suffer the hardship of a strike, and if they lose, they lose; if they win, they gain only the possibility of winning in an arbitration decision. They contend that to be fair, the law should require either that both go to arbitration or both go to a true strike - where the result of the strike is not arbitration but settlement of the issues in conflict. The Director of Mediation Services assures us that the Bureau would not certify a dispute to arbitration on the basis of a previous petition by the teachers which had been rejected by the board. That rejection is final with respect to that petition. The utilization of arbitration during the course of a strike would only be the result of the mutual agreement of the parties.

Some recent studies indicate that public employers (including school boards) would rather risk an economic contest than allow an arbitration panel to set new terms and conditions of employment. Those who favor the strike as a better method for settling contract disputes than arbitration contend that arbitrators may write decisions which neither party wants. Often arbitrators are inadequately informed about the implications of their decisions, and they do not have to live with the results. It is better for the parties involved to reach agreement, even if it is after a strike, than to have some third party make the agreement for them. Arbitration is seen as a cop-out. Neither side is truly getting down to their final offer because they fear that the arbitration decision might push them beyond what they consider their bottom line.

Those who oppose strikes argue that the negative results of a strike are so great that a strike must be avoided at any cost. The damage done to the educational system so outweighs the positive results of reaching agreement that other methods must be found for forcing a settlement. While the strike might result in a settlement that was "better" for the teachers and the board, it would be the children's education and the public that would be the losers.

SOME POSSIBLE CHANGES IN THE ARBITRATION PROCESS

Compulsory Arbitration

While Minnesota law provides for arbitration as one method for settling disputes, it is not true **compulsory arbitration** because impasse does not automatically lead to arbitration. Should the law be changed to **require** school boards to enter binding arbitration?

State Standards for Arbitrators

Many who criticize the arbitration process do so on the basis that it puts too much power in the hands of an individual or small groups of individuals who may not be adequately qualified to make such decisions. At the present time no formal training is required. The State Bureau of Mediation Services maintains a list of persons available as arbitrators, as does the Public Employment Relations Board (PER Board). Anyone can request to be put on the list. PER Board screens the applicants and determines who will be put on the list of seven sent to parties in need of arbitrators. The parties then alternately strike from this list until three remain, or if either party requests, until one remains.

Licensure would require specific standards for knowledge and skills and the bureaucratic machinery to administer and supervise the setting of standards and testing. Requirements that arbitrators also have expertise in school procedures and school law would force further specialization which might improve the quality of arbitrators on school matters but might also cut down the number of arbitrators available. Some would contend that specialized knowledge is not necessary and that the present quality of arbitrators is such that only good and experienced arbitrators are chosen anyway. Poorly qualified and inexperienced arbitrators are adequately weeded out of the process because the parties to the disputes keep careful files on arbitrators in order to help them make selections.

Some have suggested that a permanent panel of arbitrators be chosen and hired by the state. Most employer and employee groups oppose this because they fear that such a permanent panel might become biased in one direction or the other.

Last Best Offer Arbitration

Another criticism of the arbitration process is that the parties never really get down to their "bottom line" because they fear that if they make their true "final offer," when they go to arbitration, the settlement will be a compromise between their last offer and that of the other side. In other words, each party is hedging against what the arbitrator might award. Those who favor a "last best offer" argue that the parties would have to make their actual final offer because the arbitrator is required to choose one position or the other. The arbitrator cannot write a compromise between the two. The "last best offer" may be designed in such a way that the arbitrator chooses between the positions of each side on each item certified for impasse. It may also be designed so that the arbitrator must find for the entire package of one side or the entire package of the other. This second design is opposed by many as making arbitration into a game of roulette. One either wins all or loses all. The primary advantage of this system is that it forces the two parties to settle between themselves rather than face such a win/lose proposition.

Those who oppose "last best offer" in either form argue that arbitration awards do not have a pattern of splitting the difference. Arbitration awards tend to be based on comparability to other districts of similar size and situation and on the district's ability to pay.

Those who favor the "last best offer" contend that it limits the power of arbitrators to decide, and it forces the parties in dispute to come nearer a settlement than they might otherwise do. At the same time, it retains the advantages of arbitration for settling the dispute rather than a strike.

TENURE

Tenure laws were passed to give teachers protection from arbitrary dismissal and the "spoils system," in the belief that education would be upgraded and pupils better served. The term tenure as used here will apply to these laws and the concept of job security for professional school employees. Seniority dismissal, which is often confused with tenure, will be discussed in the next section. Following are pro and con arguments about tenure laws and their effect.

Pro — Tenure supports stability in the teaching profession. The job security it affords has led to an upgrading of teachers. No longer do young people regard teaching as a stepping stone to more prestigious professions or marriage. It attracts capable young people, including men, because it has become regarded as a distinguished lifelong career. Without tenure, people coming into the profession might fit into the old saw, "Those who can, do; those who can't, teach."

Con — Because teaching has become an established profession, it no longer needs tenure to attract more well-qualified people. Having acquired a high reputation, it has become an overcrowded field and should continue to have a corps of well-trained, able teachers. The fact that the salaries are comparable to other similar professions attracts qualified people. Tenure brings in lazy people who want easy, secure jobs so they can sit back and not worry about keeping their jobs.

Pro — Because it prevents capricious dismissals, tenure is fair. A school board cannot dismiss a teacher for poor reasons. The law provides due process for the dismissal of proven incompetent or unsatisfactory teachers. A teacher can be discharged after carefully documented evidence is collected, efforts have been made to help the teacher improve his/her teaching, a statement of reasons for dismissal is given, and a fair hearing is held. The courts have upheld the dismissal of teachers under these circumstances.

Con — Tenure protects poor teachers. The children are the victims of these laws. They deserve the best possible teachers and not the weak ones who can continue to teach because of job security. Administrators and school boards have complained it is difficult, time-consuming and expensive to gather evidence according to due process of the law. If the discharged teacher appeals to the courts, the burden on the administration is increased. Claims have been made that tenure, with its elaborate provisions to protect teachers, is not necessary because the right to due process is guaranteed by the Fourteenth Amendment to the U.S. Constitution.

Pro — Teachers have complained that administrators are too lazy or timid to go through the procedure of firing teachers. Many districts have counseled inadequate teachers out of teaching; they have chosen to resign rather than go through the formal dismissal and have the discharge noted on their personnel records. The problem of poor teachers is not a problem of teachers but of failure to carry out the law. Teaching is a profession. It should be as difficult to discharge a teacher as to disbar a lawyer.

Con — In the past, teacher shortage, sloppy evaluation techniques, or administration indifference have allowed inadequate people to attain tenure.

Pro — There is a probationary period of from seven months to two and a half years before teachers are granted tenure. This gives administrators time to work with and evaluate new teachers. By observing teachers during this period, those unsuited to teaching can be weeded out. While teachers on probation must be given written notice if their contracts are not renewed, no reason for termination need be given, except in cities of the first class. No hearing need be held. If poor teachers are granted tenure at the end of probation, it is the fault of the administration.

Con — The probationary period is too short a time to judge new teachers, many of whom improve with experience. While on probation, some teachers do their very best and carry out their supervisors' recommendations. When off probation, these teachers relax and become less able teachers. They no longer keep up in their fields and stagnate. ***OR*** Teachers should not have to go through a probationary period. When they have graduated from a college of education and been certified by the state, they have been judged competent professionals and need no further evaluation. They will teach better if they don't feel someone looking over their shoulders.

Pro — Academic freedom, the liberty to pursue and teach relevant knowledge and to discuss it freely in the classroom without restriction, is safeguarded by tenure. Without tenure, teachers can be at the mercy of special groups or ideologues who gain control or influence over school boards. In non-tenure states, there have been cases in recent years where teachers have been discharged for assigning books objected to by some members of the community or for teaching such subjects as evolution.

Con — Academic freedom is guaranteed by the first amendment, so tenure is unnecessary to protect the rights of teachers to teach and students to learn. The districts have a right to expect their standards to be upheld by their schools. The community through its school board should determine the kinds of books and other instructional materials used. Parents have a right to approve what their children are learning.

Pro — With a secure job, teachers can be free to use the style of teaching with which each feels successful. Teachers are protected in their attempts to be innovative or traditional in their teaching methods. They can experiment in areas which might not meet the full approval of their supervisors or retain tried methods with which they feel comfortable. Without the protection of tenure, a teacher may fear reprisals from an unsympathetic administrator and fail to use his/her best ideas and creative methods. Not all innovative teachers are young nor all traditional teachers old.

Con — The community through its school board should determine the type of teaching, whether traditional, innovative, or both. Some people think that older staffs discourage innovation, since older teachers do not want to change their methods. Thus tenure prevents reform in curriculum and practice.

Pro — Tenure is fair. School boards should not be permitted to fire experienced teachers merely to save money. Since teachers are paid according to academic credit and years of experience, experienced teachers are higher on the salary schedule. It is false economy to save money on those most responsible for the children's education. Without tenure, an economy-minded school board could fire the more expensive teachers, regardless of the quality of their teaching, and replace them with lower paid staff. Schools benefit from a mix of older and younger teachers.

Con — School districts have the right to decide how their money should be spent. This power was given them by the state when each district was created. If the community feels a strong need to keep expenses down, school board members should feel free to respond to this and set the budget accordingly. Districts should not be required to retain older, more costly teachers. It is questionable whether years of experience and additional academic credits improve the quality of education. Younger teachers who have a better rapport with students and bring a fresh point of view would cost the district less. By not allowing districts to fire teachers for reasons of economy, the tenure law restricts the powers of the school board.

Pro — Meeting the quotas for minority teachers is not necessarily made difficult by tenure. Affirmative action is only an issue in cities of the first class where attrition makes room for increasing the number of minority teachers.

Con — Tenure does make it difficult to achieve affirmative action goals. At a time when there are few resignations of teachers, there may not be enough openings to meet the percentages of minority teachers set by the courts or to fill special areas or administrative posts by women or minorities.

Pro — The rights of the individual form a cornerstone of American democracy. Tenure, by setting up due process for firing a teacher, protects these rights. No one should be deprived of a job without proven just cause. Society is weakened unless our rights are upheld.

Con — Schools exist to benefit the students. Their welfare is of paramount importance. The rights of an inefficient teacher to his/her job should not be allowed to interfere with each student's receiving the best possible education. Our society depends upon a well educated citizenry.

ALTERNATIVES TO TENURE

Instead of mandating tenure by law, contracts between teacher bargaining units and school boards could include the length of the probationary period, tenure concepts (job security), and the causes for dismissal. The latter could be more clearly defined than they are in tenure laws. Bargaining on tenure could be either mandatory or optional. Bargaining could lead to greater flexibility in tenure, with each district deciding on the type of tenure protection that best suits its needs. The use of grievance procedures provided by PELRA would be fairer than present due process dismissal hearings, since an impartial arbitrator would be the judge rather than the employer, the school board.

However, districts with weak teacher organizations might so dilute tenure as to make job security almost non-existent, while school boards faced with aggressive teacher organizations might find themselves with no enforceable just cause for dismissal for incompetency. Since contracts are negotiated every two years, there would be no guarantee of long term security.

Teacher organizations have been considering collective bargaining for tenure, but so far none has adopted a policy on this. Bargaining for tenure is one of the proposals of a pamphlet, "Teachers Ain't The Problem", published by the American Association of School Administrators.[7] Another proposal in this pamphlet is renewal of individual contracts at specified times, for instance every five years.

Minnesota has taken a step in this direction with the Recertification Law, which requires that teacher certificates be renewed after two years of teaching and then at five-year intervals. Recertification is earned through such means as academic credit, in-service training, human relations courses, travel, and community and professional activity, but it does not include evaluation of on-the-job performance. Teachers with life certificates when the law was passed are not required to go through the recertification process. Recertification puts the burden on the district, since the teachers who set the standards for recertification are chosen by the teachers in the district. It is thus one form of peer evaluation. Renewable individual contracts could, by themselves, deprive teachers of job security and place them at the whim of administrators and school boards as each contract expires.

Some of the above statements imply some form of evaluation, as do other possible alternatives to tenure. California requires regular evaluation and assessment of performance of all teachers in the state but has set no uniform criteria for this. In Minnesota evaluation is a district policy decision. Districts vary widely on how, how often and by whom teachers are evaluated. There is no requirement that anything be done with the results of these evaluations. They might be used as a basis for remediation for a teacher who needs improvement or as part of a dossier against an incompetent one. One principal has suggested that evaluation may be one more mandated thing, costing more and taking time from more urgent duties.

Salt Lake City has a remediation plan for teachers. Goals are set by teachers and superivsors, with supervisors evaluating whether the goals are met. If not, there is informal help given the teacher followed by formal remediation. If, after two trial periods of two months each, there is no improvement, the teacher is terminated. Oak Ridge, Tennessee, has a similar program in which an attorney is also used to make sure the teacher's rights are observed, including the receiving of all possible help to improve before the teacher is dismissed for inefficiency. These plans which involve both administration and peer teachers may help solve the problem of poor teachers.[8]

Some states have been modifying tenure laws by lengthening the period of probation. New York has increased its probation to five years in hopes that incompetent teachers will be identified by then. This would give teachers more time to improve and administrators more time not only to evaluate but to provide weak teachers with constructive help.

The Fourteenth Amendment has been suggested as providing the protection of tenure. Teachers regard this as a dubious protection, since it could involve expensive court cases. If impeccable due process and fair hearings were not carried out, some teachers might not stand up for their rights. If every questionable firing had to be tried in the courts, it might be years before unjustly fired teachers would be reinstated.

A survey on tenure laws conducted by the National School Board Association in 1973 showed that 50% of the superintendents and 70% of school board members favored tenure. This is a complex issue with many valid arguments on both sides.

SENIORITY DISMISSAL

The "seniority dismissal" procedure is a topic which currently generates a great deal of controversy. Seniority and tenure are not the same thing. A teacher achieves tenure status upon completion of a probationary period. Tenure is not something accumulated with years of service - a person either is or is not tenured. Seniority is the term commonly used to describe the number of years a teacher has worked for the district.

The concept of seniority in teaching had little practical importance until declining enrollments and budget limitations began to force school districts to release tenured teachers. Now, administrators and teachers in Minnesota school districts are acutely aware of seniority and "bumping" rights, and parents are becoming aware of seniority as their protests over the release of favorite teachers and coaches are met with the response that there was no choice - those teachers had the least seniority. (For an explanation of seniority dismissal procedures, see FACTS AND ISSUES: Education, Minnesota's Laws, p. 5.) As enrollment decline has accelerated, the effect of seniority dismissal on the quality of education has become a hotly debated issue. Is the quality of education best served by a non-judgmental seniority dismissal procedure, or is this an appropriate time for administrators to cull their teaching forces, releasing their least capable teachers and retaining only the best?

Those who favor a seniority dismissal procedure argue that it is impossible to develop a retention system based on merit. They doubt whether an evaluation system can be developed which is uniform and fair. They assert that teaching is a subjective profession. Unlike bricklaying, where one can measure whether bricks are laid in a straight line and with sufficient mortar, in teaching, a multiplicity of philosophies, methods and personal styles make precise measurement impossible.

The question actually goes even deeper - assuming that an evaluation system could be devised, what would be evaluated? Is there a generally accepted definition of what constitutes good teaching? Good teaching is defined differently by different people. Some parents may want strict discipline and a concentration on basic skills in their children's classrooms, while others may want their children's interests and talents to be of paramount consideration. One administrator may prefer a traditional or experimental approach, while the teacher under him/her may prefer the opposite with equal sincerity. Many people think the age, sex or educational philosophy of the teacher greatly influences his/her effectiveness; others think the interaction between students and teachers and the teacher's command of his/her subject are the most important criteria.

Do you judge a teacher on the basis of how much the students learn, techniques and approach used, or how popular he/she is with students and parents? Standardized tests may measure how well basic skills are taught, but it is more difficult to measure precisely development in appreciation, understanding and attitudes. Teachers may be evaluated through observation in the classroom, performance by goals, and conferences with principals, consultants and others. They may be evaluated by principals, subject area consultants, fellow teachers, parents, students, or a combination of these. How well qualified are these people to judge teachers? Are parents and students competent judges? Might a teacher be a "good" teacher for one type of child but not for another?

The first necessity, then, for establishing an evaluation system is the development of a general definition of what constitutes a good teacher. Some opponents of merit evaluation think that this first step is impossible, thereby negating any further effort.

Thus a major argument for the seniority dismissal process is essentially a question of "What else is better?" Many teachers feel that while seniority dismissal has its defects, the alternative is worse. They do not feel that a fair system which released teachers receiving the poorest evaluations could be established, and they fear abuses and personality conflicts, all of which could have a severe impact on teacher morale and thus on the quality of teaching.

There are positive factors favoring seniority dismissal. It is clean-cut and relatively easy to administer. Although education is not directly equivalent to industry, the seniority dismissal principle has been established for some time as a reasonably satisfactory and fair labor process. Indeed, the advent of collective bargaining in education may make seniority dismissal a foregone conclusion. There are virtually no collectively bargained contracts anywhere in the country which do not have a seniority process of dismissal.

The system rewards teachers who have devoted a longer period of time to their teaching careers. It is suggested that those teachers released are generally younger, when a career change is easier and they are more likely to find new jobs. Even administrators feel very hesitant about the prospect of having to release a teacher who has taught for many years and who may have a difficult time finding another job.

Finally, there is no stigma attached to release under the seniority dismissal process, since it involves only number of years of service, not a judgment that the person's teaching was inadequate.

Those opposed to seniority dismissal argue that quality education demands the retention of the best possible teachers. Any system designed to determine which teachers are retained must have teaching quality as its primary objective. For seniority dismissal to be in the best interest of education, one would have to assume either that those who had taught in the district the longest were the best teachers, or that all teachers in the district performed equally so that it did not matter which were released and which retained.

One of the primary responsibilities of school administration should be to evaluate staff and to use the evaluative process to maintain the highest possible quality of teaching for the district. Evaluation systems have been devised which are quite objective, such as detailed systems of factors to be considered which would then yield some form of composite rating. School principals and administrators are now more likely to be trained in personnel management and professional techniques, and could, therefore, do an acceptable job of evaluating staff.

The argument regarding dismissal procedures should not be **whether** to use some element of evaluation but **how** that element of evaluation is to be used. Competence may be measured to some degree, educational goals and standards can be written and performance evaluated to some extent. Just because it is impractical to make a list ranking each teacher on the staff based on evaluation results, it is not necessary to disregard performance entirely. There is much to be said for the person who lacks a thermometer and still manages to say hot or cold, warmer or cooler. There is, similarly, merit in a system that, recognizing that an evaluation cannot approach the specificity of a thermometer, goes on to classify excellent and poor, good and mediocre. Not having a thermometer doesn't keep us from knowing when to wear a jacket.

Others in education think that competent teaching can be generally defined but that satisfactory evaluation is still difficult to achieve. One educational administration textbook[9] says that "An adequate definition of teacher efficiency has not been developed to date," but that "Recent developments in the system approach to staff performance appraisal show promise of considerable improvements in a persistent problem area." In all evaluation systems the end result is a product of human judgment.

The use of seniority as the sole criterion for retention of teachers has created a number of severe problems for education. First, it has made teacher mobility impossible. Seniority dismissal does not say that a district must retain its most experienced teachers. It says that it must retain those teachers who have been employed in their district for the longest time. Teachers with five or six years of experience can no longer afford to move from one district to another because if they do, they will lose their seniority and will be the first to be cut from the new district. If one argues that years of teaching experience are the best indicator of teacher quality, then seniority dismissal may or may not protect the most experienced teacher. It will certainly inhibit experienced teachers from moving voluntarily to districts where that experience might be needed and valued.

Second, the usual result of seniority dismissal is the release of a district's younger teachers. This produces an imbalance of age and experience on a teaching staff and can affect coaching and other extracurricular positions which are often staffed by younger teachers. It becomes increasingly hard, if not impossible, for a district to maintain the wisdom of age and the vigor of youth.

Third, seniority dismissal can sometimes cause problems for specialized programs. In cases where a program is built around a certain teacher, real damage can be done if the teacher is released; yet low placement on the seniority list presently gives the district no alternative.

Finally, when seniority dismissal is coupled with per pupil spending limits, it becomes difficult for districts to maintain their current class size. Since the more senior teachers usually command higher salaries than the less senior teachers who are being cut, a larger portion of the school budget must be spent on salaries. When all other parts of the budget have been pared as much as possible, class size must be raised by cutting even more teachers to stay within the budget. The remedy for this may be a change in the school aid formula or spending limits instead of a change in the dismissal procedures, but as long as both exist, the dilemma increases with each contract negotiation.

Beyond the theoretical arguments lie practical and political realities. Abolishing or greatly modifying the seniority dismissal process requires a change in state law. It may be that it is unrealistic to think of eliminating the system, since such a move would surely generate strong opposition. However, there may be ways in which a variation or compromise could be arrived at, incorporating some element of evaluation in combination with seniority.

Possible modifications of the present law have been suggested. The current wording says that teachers and the school board **may** negotiate a dismissal procedure, and if they do not, the seniority dismissal process in the state law will apply. Instead, the law might mandate negotiation ("shall" negotiate) of a dismissal process, thus forcing each district to arrive at a procedure satisfactory for it. In addition, it has been suggested that the current balance might be reversed; that is, if a dismissal process were not negotiated, it would then become the right of the board to set dismissal policy. Perhaps some positions could be "exempted" from the seniority dismissal process if the release of key teachers would severely damage special programs. There are also suggestions that teachers be allowed to "bump" into other teaching areas only if they have recent teaching experience in that field, or if it is an area of major certification for them.

There are no solutions that will help everyone. If seniority dismissal is retained as it is, school districts will continue to be forced to release younger teachers and teachers who may be essential to certain programs. If the procedure were to be abandoned, there is a real possibility of inadequate evaluative systems leading to abuse and "politicking," and a severe decline in teacher morale.

Perhaps teachers, administrators and the community can work together to arrive at a process which will do the least possible damage to the quality of education provided by their schools.

CONCLUSION

This third FACTS AND ISSUES on Collective Bargaining and Tenure in Education has discussed some of the advantages, disadvantages, possible modifications and alternatives to current Minnesota laws. The explanations and proposals are not exhaustive; you may have identified more. The committee feels that it has included the most salient and the most widely debated issues. The League of Women Voters of Minnesota has published this FACTS AND ISSUES and the two companion pieces, FACTS AND ISSUES: Education #1, Minnesota's Laws, and FACTS AND ISSUES: Education #2, The Educational Establishment's Perceptions of Those Laws, to enable citizens to have a clearer understanding of the issues and the laws which pertain to collective bargaining and tenure and their effect on education.

Research for this publication was supervised by Betty Shaw. Principal contributors were Connie Hoverson, Jan Bray, Katherine Putnam, Lorraine Clugg, Joyce Abramson, Diane Brook, Sue Rosenfeld, Karen Davidman, Edie Zidel and Belle Scott; Editorial Assistance, Judy Rosenblatt, Judy Medelman, and Harriett Herb.

FOOTNOTES

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Prepared by the League of Women Voters of Minnesota
Published by the League of Women Voters Education Fund

AH 730 (pharmacy)

Facts & Issues

LEAGUE OF WOMEN VOTERS OF MASSACHUSETTS

COLLECTIVE BARGAINING AND TENURE IN THE PUBLIC SCHOOLS

Collective bargaining may be defined in its simplest terms as a series of meetings between representatives of employers and employees to confer in good faith with respect to wages, hours, and conditions of employment and to sign a written document containing all agreements reached.

It is, in fact, a great deal more than that. It is a demanding relationship whose adversarial nature sometimes makes it difficult to define "good faith." The scope of collective bargaining is increasing steadily from the conventional issues of salary and fringe benefits to include matters affecting a broad range of public policy/management concerns. And what to do when the negotiating parties reach an impasse is an especially complex issue when public employees are involved.

LEGISLATION

Collective bargaining for teachers and other public employees is patterned after the traditional negotiations between labor and management in the private sector. A brief description of some pertinent legislation traces the pattern.

At the national level, as well as in the states, labor relations laws were enacted during the thirties. The Wagner Act, better known as the National Labor Relations Act, of 1935 created the National Labor Relations Board (NLRB) and set out a series of unfair labor practices which employers were constrained to avoid. It established the duty of private employers and unions to bargain collectively in good faith, a new policy of full equity between employer and employee. For the first time the worker's right to protect his labor was put on a par with the manager's right to protect the investor's money.

In 1947 the Wagner Act was amended and reenacted as the Labor Management Relations Act, commonly called the Taft-Hartley Act. It also guaranteed the right of collective bargaining, retained the list of unfair employer practices, and added a list of unfair labor practices of employees.

Following the second World War, in a time of relative economic stability and full employment, public employees became restive. They felt that job security and civil service protection did not assure to them a fair proportion of the income enjoyed by their neighbors in the private sector.

It is difficult to pinpoint but if a single event can be said to have opened the sluice gates of legislation permitting public employee collective bargaining in so many states, it is the work of a Federal Task Force on Employee Organization established by the late President Kennedy in 1961.

The proposals of the Task Force resulted, in early 1962, in the promulgation of Executive Order 10988, providing for exclusive recognition and collective bargaining in the federal service.

From this point, both at the federal and state levels, the dramatic, exponential growth of public employee organizations has rivalled the growth of unions in the private sector in the thirties. On the basis of the April 14, 1975 compilation of the Bureau of National Affairs, employers and employees are required to engage in collective bargaining negotiations in thirty-two states, including Massachusetts. In eight states, employers are required to meet and confer (consult and discuss) with a view to resolution of their differences in a written contract. In an additional twelve states, the status of collective bargaining for public employees is dependent upon the Attorney General's opinion or case law. Colorado case law states that there is no authority for a public employer to bargain. The Attorney General's opinion upon which this is predicated is based on the issue of the surrender of a public board's discretionary authority.

In South Carolina, the only recourse open to aggrieved public employees is the optional, locally-established grievance committee sanctioned by the Attorney General. It may cover issues related to dismissals, suspensions, involuntary transfers, promotions and demotions, and alleged inequities in compensation within an agency or department. State policy prohibits agencies of government from recognizing labor organizations as the bargaining agents for public employees. This should be compared with Mississippi where the law is silent on public employee rights, or with North Carolina where the law states that such rights are against public policy and that a contract between a public employer and a labor organization would have no effect. (North Carolina's law forbidding union membership was judged unconstitutional, however.) At the present time, in Virginia, Georgia, Kentucky, Arizona, and Arkansas public employees are not required to, but may enter into collective bargaining agreements. In the District of Columbia, there has been *de facto* collective bargaining for many years.

In Massachusetts, a Public Bargaining Law (Chapter 1078) went into effect July 1, 1974. Under Chapter 1078,

state, county, and municipal employees have the right to form or join an organization which will bargain for them in respect to wages, hours, and conditions of employment. Managerial personnel are excluded from bargaining units and this has raised questions about the status of principals and assistant principals in negotiations with teachers. Not only are the state, counties, and municipalities prohibited from interfering with the employees' bargaining organization, they must negotiate in good faith.

The law also has procedural provisions in case the negotiating parties reach an impasse. First, the Labor Relations Board or the involved parties may appoint a mediator to try to resolve the impasse. If after mediation, the impasse remains, either of the involved parties may petition the Labor Relations Board for a fact finder. The fact finder then submits his findings and recommendations to the board and the bargaining parties. If after this the impasse remains, the findings and recommendations are made public. And if the impasse still remains, the parties are to return for further bargaining. In any case, the employees are prohibited from striking.

SCOPE OF NEGOTIATIONS

There is no handy list that specifies what matters are negotiable for teachers within the broad categories of wages, hours, and terms and conditions of employment. Practically speaking it is difficult to delineate where working conditions end and educational policies begin. Hiring and promotion practices seem to be appropriate bargaining issues, but there is a difference of opinion about discipline, use of school volunteers, off-campus student training programs, and participation in METCO. Are these negotiable conditions of employment or management policy issues? In what category would you place selection of textbooks and curriculum decisions? in-service education? length of school day? report card and parent conference policies?

The history of labor relations indicates a steady trend towards broadening the scope of negotiations in both the private and the public sectors. Especially in times of fiscal crisis, when jobs are scarce or raises unobtainable, unions will try to make gains in working conditions/policy areas. Almost everyone agrees that teachers as professionals, should be involved in school policy-making. It is important that we decide to what extent such involvement is in the best interests of the students and the general public.

WHO SHOULD NEGOTIATE?

Who should sit at the bargaining table becomes an increasingly important issue especially as the scope of bargaining increases. In most Massachusetts communities, school committee members and/or their paid negotiator bargains with a team of teachers and/or a paid negotiator provided by the teachers' union. Some people believe that additional representation from the general public; the student body, or municipal government should also be involved in the negotiations. Others feel that the public and students are already represented by the school committee which has been elected for such a purpose.

All agree that bargaining sessions are long and difficult and some fear that the public would not understand the complexities of the process nor have the time to participate effectively.

Perhaps public input should be sought before the bargaining process begins. Proposals could be presented to the public in draft form, or recommendations could be solicited from various interested groups including students. It is not easy to decide whether such mechanisms would further complicate an already complex process or are productive ways to broaden input into negotiations.

OPEN OR CLOSED SESSIONS

In most Massachusetts communities collective bargaining between school committees and teachers is conducted in secret even though such is not required by law. (The Open Meeting Law allows but does not require executive sessions to discuss strategy with respect to collective bargaining "if an open meeting may have a detrimental effect on the bargaining or litigating position of the governmental body" as well as to conduct collective bargaining.) Many believe that secrecy is necessary for delicate negotiations. Others stress that the public should have the right to monitor the proceedings, to understand and comment on the proposed trade-offs which may have significant fiscal and public policy implications.

California's "sunshine" law provisions require that all initial proposals be of public record and that the public have the opportunity to respond at school board meetings before negotiations begin. New subjects which come up during the bargaining process are to be made public within 24 hours along with the recorded vote by elected board members if such a vote is taken.

THE RIGHT TO STRIKE

Another important question which must be addressed is what degree of freedom public employee labor organizations should have in pressing their demands. In the late 1960's, both the Advisory Commission on Intergovernmental Relations and the Twentieth Century Fund commissioned task force reports concerned with finding harmonious and non-inflationary settlements of disputes between public employees and muncipalities. The goal of the Twentieth Century Fund was to examine the "problems of public employment" vis a vis its role in exacerbating tensions in the urban crisis. In the preface to the ACIR report, the Commission attempted to "strike a balance between the rights of employees and their public service responsibilities, as well as the governmental accountability of state agencies and political subdivisions."

The right to strike was the one issue upon which unanimity was not reached, and the states have not been more successful in agreeing upon this issue. The present Massachusetts law does not permit the right to strike for public employees.

In other states, various solutions have been instituted to deal with impasses (breakdowns) in the collective bargaining process. The first phase, mediation, may be mandated by law or arrived at by mutual agree-

ment. Fact finding follows in some states although, in others, arbitration may be substituted. In still others, especially where strikes are prohibited, binding arbitration is used as the final solution to impasses.

In Alaska, Hawaii, Idaho, Oregon, Minnesota, Pennsylvania and Vermont, some form of a limited right to strike prevails. Semi-essential employees (teachers are so classified) in Hawaii and Alaska may strike and, after exhausting impasse procedures, teachers may strike in Pennsylvania. Oregon's law is substantially the same. The refusal of the employer to accept a binding arbitration award makes it permissible for public employees to strike in Minnesota. Employees may not strike during the term of an agreement in Idaho, while in Vermont teachers may strike unless specifically restricted by a court order. There is no provision for strikes in the laws of seven states (Colorado, Georgia, Louisiana, Washington, Wyoming, Missouri, Mississippi). States which have not addressed the question of collective bargaining for public employees also have not considered the right to strike. The right to strike is explicitly prohibited in thirty-six states.

The questions raised about the scope of collective bargaining, who should sit at the bargaining table, open or closed sessions, and the right to strike are significant public policy issues which merit thoughtful discussion by professional educators and concerned citizens. The answers could have a major impact on policy making in education.

TEACHERS AND TENURE — THE LAW

Of further concern to teachers and the public is the question of tenure and its relationship to the collective bargaining process under the new Massachusetts law.

The laws of the Commonwealth governing education do not use the word "tenure." The common notion of tenure — permanent possession, as of an office or position — is translated in legislative language as "serving at the discretion of the school committee."

Four different provisions regulating tenure for teachers are specified in Chapter 71, Section 41 of the General Laws:

1. teachers shall hold a permanent position after three years of service ("Every school committee, in electing a teacher who has served in its public schools for the three previous consecutive years, shall employ him to serve at its discretion.")
2. when certification requirements have been waived for a teacher, service during the period of waiver cannot be counted as qualifying for tenure (a cross-reference to Section 38G, the statute governing certification)
3. tenure may be awarded after one year
4. non-tenured teachers who are not to be rehired must be notified on or before April 15.

The law also regulates procedures for discharging tenured teachers (Chapter 71, Section 42).

1. dismissal requires a two-thirds vote of the whole school committee
2. teachers shall not be dismissed except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination, or other good cause
3. the teacher must be notified of an intended vote at least thirty days prior to the meeting at which the vote is to be taken
4. at the teacher's request, the committee shall furnish a written charge of the cause or causes for which dismissal is proposed
5. at the teacher's request, there will be a hearing before the school committee at which the teacher may be represented by counsel, present evidence, and call witnesses to testify in his behalf and examine them
6. the charges must be substantiated
7. the superintendent shall give his recommendation

The law further specifies that change in the marital status of a female teacher shall not be considered cause for dismissal.

A school committee retains the right to dismiss a teacher when an actual decrease in the number of pupils in the schools renders such action advisable. In such a case, a tenured teacher shall not be dismissed if a non-tenured teacher is filling a position which the tenured teacher is qualified to fill.

HISTORICAL PERSPECTIVES

At least two different traditions provide a rationale for awarding tenure to teachers in elementary and secondary schools. The first is the tradition of higher education. Historically, at the college and university level, faculty have been awarded tenure to safeguard academic freedom and to establish a job security which enables faculty to concentrate on effective performance. Current challenges to the tradition of tenure at the university level raise the possibility that tenure protects incompetent and ineffective faculty. Little progress has been made in establishing alternatives to tenure, however, because of such difficulties as evaluating teaching skills and weighing research contributions against teaching responsibilities. Even more problematic is the fact that current tenure arrangements protect a white male-dominated profession in a way that offers little promise of redressing existing job inequities. Yet tenure also safeguards academic freedom which many see as crucial if scholars are to provide a critical appraisal of society and its institutions. The problem is complex and difficult to resolve.

Although traditions in elementary and secondary education often reflect practice in higher education, several conditions give a different emphasis to the meaning of tenure at the elementary and secondary level. First, the educational philosophy and goals which a school sets for its students (who are minors) presumably reflect the choices of a community within requirements set by the state. Although issues of academic freedom are not absent at this level, some feel that they do not have the same urgency as at the university level where curricula designed for an adult population are broader, deeper, and theoretically at least, more intellectually provocative. Furthermore, within the compulsory education system, students (and their parents) do not have the same degrees of freedom in choosing

schools and teachers within schools. The problem of quality teaching and of safeguarding students from incompetent teachers, therefore, assumes primary importance. Finally, tenure, awarded at one point in time, assumes teaching competence over an indefinite period of time. Over the past decade, however, both the development of new types of curriculum and state laws to broaden learning goals and school services point to a need for continuous upgrading of teaching competencies.

There is, also, another perspective to tenure. Because we have a system of compulsory public education, schools are public institutions and teachers are, in effect, public servants. With the growth of government services came the tradition of "civil service." As protection from the shifting winds of political pressures, civil servants were guaranteed job security in order to carry out the tasks of governmental agencies effectively. Job security was designed to eliminate free-wheeling patronage cycles. Although teachers are not officially state employees, tenure provisions in existing statutes grant the same job security — for the same reasons — as that afforded to state employees within civil service ranks.

THE CURRENT SCENE

One further tradition adds new complexity to the current scene — the growth of professional associations and labor organizations. When provisions were first made to award job security to state employees and to teachers, neither group was part of a strong professional association or labor organization. During the past decade, both groups have made rapid strides towards organizing to negotiate through collective bargaining for salaries, working conditions, and fringe benefits. Both groups — teachers and civil servants — are unique because they are the only groups who negotiate from a "tenure" position. The problem of tenure, therefore, is surfacing prominently at this time.

The current economic crunch has focused further attention on teachers since staff salaries claim nearly 80 percent of the average school budget. Tenure gets increased attention when fiscal resources are low because teacher salary schedules are set according to years of service. Pay scales reward longevity. This adds additional pressures on poorer school districts to staff schools with a flow of inexperienced, non-tenured teachers rather than permanent, more expensive personnel.

The aggressive action of both professional associations and labor organizations has produced important gains for teachers in the past decade. That success, however, coupled with financial constraints, has centered public attention on tenure and its implications for school systems and the public.

SOME POLICY OPTIONS

Although a number of different courses of action can be considered, only four will be briefly considered here:

Maintain tenure as it is. Supporters recognize that existing tenure arrangements do safeguard academic freedom and protect teachers (and students) from uncontrolled patronage changes. Others perceive that teachers are over-protected under present tenure arrangements while parents and students are under-protected in regard to a teacher's competence.

Eliminate tenure. Those who propose this option hold that collective bargaining makes tenure redundant. It is argued that with the legal right to engage in collective bargaining, teacher groups can establish job security through provisions in the bargaining package. Others worry that without commonly accepted standards for demonstrating competence, teachers have little protection from capricious firing. Less protection for competence too!

Substitute a type of "renewable tenure." Supporters believe that a long-term contract with periodic performance review guarantees basic protection to teachers and a satisfactory level of teacher performance to the public. Opponents are concerned about the expense of buying off long-term contracts and the difficulty of structuring review procedures to include the opportunity for improvement rather than simply dismissal.

Revise the statute regulating dismissal of teachers. The current law outlines complex "due process" procedures which are cumbersome and rarely used. Some believe that with appropriate revisions, the statute could provide a workable mechanism for removing incompetent teachers and thus correct the most serious flaw in tenure arrangements.

It must be noted that all of these possible alternatives highlight the pressing need for an adequate and reliable system of evaluation to protect both the providers and receivers of educational services. With a position on these issues established, it is then possible to examine the implications for administrators and other school personnel.

If changes are to be made in current tenure arrangements, public discussion and alternative proposals must satisfy competing claims for academic freedom, for safeguards from patronage pressures, for fair collective bargaining procedures, and for children's rights and public rights to competent teachers.

Prepared by the League of Women Voters of Massachusetts. 120 Boylston Street, Boston, Mass. 02116. Published by the League of Women Voters Education Fund. Single copies 25c each.

Ed File

Sept 17.

Dear Mrs Nelson,

Enclosed is a photocopy of my letter of the 5th which Bonnie tells me she never received & was unaware of the failure of communication until yesterday when Hazel Hall mentioned that Jerry Jenkins had received a letter indicating that my committee had not Queen Duluth a satisfactory answer to its questions. I called Bonnie today to find out what we had failed to answer only to find that she had not received my original letter. Please do call me if things are still unsatisfactory & I had unnecessarily assumed that no response meant that things were okay, as that Christmas had alleged things.

Sincerely,

Sally Shaw

December 12,

Dear Bonnie,

Your letter created quite a stir in our committee as you might well imagine that it would. Let me try to answer you as best I can without becoming too defensive. But at the same time I do want to defend as honestly and rationally as I can what we have done so far and our reasoning behind it.

First our committee is well aware of the delicate and controversial nature of the topic we are undertaking. Nevertheless we feel that if it is a topic that the public in general and our members in particular want to study then it is legitimate for us to do it as carefully and as perspicatently as we can. Second, our committee is as balanced in perspective as we believe it is possible for us to be. It is not loaded with anti-teacher, or pro-teacher sentiment and we are trying very hard not to make this into a confrontation study. We do not believe that it necessarily is that kind of topic, indeed that is one of the things we are trying to find out. ("Do teachers have substantially and inherently different attitudes toward tenure and public employee bargaining and evaluation processes than do administrators and school board members?") For example on our committee we have a school board member, a tenured teacher (AFT), a non-tenured special ed teacher (MEA), the wife of a member of St. Paul's teacher bargaining team, 3 former teachers, and 5 parents whose admitted primary concern is the impact of all of this on their kids educational opportunity as they perceive it, and one non-parent, non-teacher community member. At our very first meeting we discussed at length our own attitudes and perceptions on the topic and also our reasons for wanting to be on the committee. To be frank, we have bent over backward to be as balanced as we can possibly be and we thought that our survey reflected this. We certainly made every effort not to have questions which would lead inevitably to a pro-tenure or anti-tenure conclusion. Third we did extensive pre-testing of the questionnaire and this represents the fourth draft of our interview form. We included in that sampling, superintendents, teachers, principals and school board members, mediators, the lobbyists for the MEA and for the AFT and the head of the state school boards' association. None of them indicated any feeling that our questions were biased. We have had enthusiastic cooperation from the two teacher confederations who are most interested in the results of the survey and who in fact were of much assistance in selecting the school districts we should include in our sample. Fourth, as chairman I took the second draft of the survey to a University of Minnesota faculty colleague who has engaged in a great amount of survey research (political science) and asked him to go over the questions for bias and for form. He made several corrections and suggestions which were incorporated into the final draft.

That in brief is how we got to where we were when we received your letter. After calling a committee meeting to discuss your letter, I sent your letter and a copy of the survey to another colleague (also political science) who has done survey research for the Minnesota poll for ABC and other national organizations. As I go over each of your objections I will note his comments as well as ours.

1. You indicate that you "detected a double bias against tenure in the questionnaire..." a) the most cogent reasons for tenure do not appear

In preparing the series of questions on tenurewe researched the history of the tenure/ continuing contract law in Minnesota and the reasoning that was expounded in favor of such a law. We also researched the recent journal articles that have been appearing in defense of and in attack of tenure laws. We listed what we felt to be the major benefits or claims made for tenure laws and designed our series of questions on that basis. We did not include a question "Tenure is necessary and advisable for job security," because we thought that what we had done was to isolate all those factors that would make a teacher's job insecure and find out exactly which, if any, of those [illegible] required tenure protection.

My political science colleague says you have a point in that we "are asking only questions from the viewpoint of [illegible] interest." Quite honestly that was a bias we had in fact assumed and which I believe we can justify in terms of the study. The study is an amplification of our education position. The league does have a position favoring quality education and indeed our primary concern regarding tenure is "how it affects the quality of education". Our concern is not directly with the "rights of employees or the rights of teachers." It may well be that teachers and others can and will argue that tenure should be retained because teachers with tenure have a right to their jobs regardless of whether it is good for society or for quality education. We had not really planned to deal with that particular question. What we saw as our focus was whether tenure could be demonstrated to be a positive or a negative in its impact on the quality of education in the state. We do not believe that our questions are directionally biased in that regard. In other words we do not believe that the wording of our questions directs one to answer that tenure damages or that tenure improves the quality of education in the state. To use an analogy: Some people argue that free speech is good for society and some argue that it is bad. (That is what we are trying to determine with regard to tenure laws.) But others would argue that whether free speech is good or bad for society is not relevant. Free speech should be protected because it is a right we have (constitutionally) and because we have it we do not want to give it up. Some might well argue the same for tenure. (We did not test this argument) They might well say that tenure is a right (legislatively given) which teachers have and they intend to keep it because they have it regardless of whether it is defensible in terms of its value to educational quality. You have, then, one issue and a can of worms and controversy, which we had not even considered leading into.

[illegible] questions are worded to evoke responses which would be considered [illegible] critical to tenure." While it is always possible to word questions in a positive or negative vein, I do not think that the direction of the responses [illegible] as long as the respondent may freely agree or disagree. We worded the questions on job security [illegible] as we did because it is a specific allegation which we wanted to test out and because to have put in a double negative would be confusing to the respondent. [illegible] particular point our consultant did not feel we were off base and he did not feel that questions 12-15 were redundant. "I think the two questions are not redundant, because, if the respondent thinks the qualities are not related to job security, he could so answer the way they are now."

c)"the weight of the responses in favor of tenure will be lessened". We do not feel that this is true at all. Generally agree and agree answers to questions 1-6 will certainly tend to support tenure laws and ample room has been made for coding all additional responses to question 7. If respondents give us 25 different reasons for keeping and/or abolishing tenure each will be coded separately. It is true that some will not think of an important response and so we will not have as much information about that particular

aspect of tenure as on the ones enumerated, but we will be scrupulous in recording what was asked and what the responses were and will be careful not to overinterpret or misinterpret the results of the survey.

2. "Respondents are required to choose some answers which are imprecise and not likely to accurately reflect their opinions." We just disagree with you here. We did in fact consider when to use "how necessary are" and "agree/disagree" and we tried the survey questions out both ways in our samples. It didn't seem to make any difference and the direction of the response. I specifically asked my colleague about the neutral/uncertain question because I was personally unsure about the validity of your criticism on that point. He said, "Use the neutral/uncertain question, this is always a problem. I do not [illegible] any serious difficulty will be caused here by this. You must put the [illegible] without comment somewhere. If they refuse to answer, that's another matter, and their question should be marked "refused" and coded blank, or some other number." We will certainly take his advice on this point.

We have in our instructions tried to emphasize the importance of comments and amplification to answers so that the true and fullest feelings of the respondents are drawn out. My colleague noted, "The accusation that you have not asked for extra comments everywhere is unfair. Assure them that all questionnaires will be read carefully for comments in writing the report." Please be assured that this will in fact be done!

Finally he said, "And they want to balk at the advocate/enemy dichotomy of principals, just record their balk as another response." This we will do.

3. "Questions seem to be irrelevant to the stated purpose of the questionnaire. Our main defense is that we would like to be as complete as possible. We will not be doing this a second time where we can say, oh by the way, what about so and so. My colleague felt that this was perfectly valid and that we would not find respondents resistant to answer the questions. "I think everyone doing a questionnaire is entitled to get a little different material on some less central items if there is time."

4. Sampling method... We would love to have had the time, expertise and resources to have done a statistically valid random sample. We did not. We [illegible] districts where we had leagues or where local league could [illegible]. We tried to pick districts with characteristics that we thought [illegible] the factors under study. [illegible] will we generalize where we have no right to. While the [illegible] is not perfect, we believe it is defensible and the best we had the resources to do. We have not been strongly criticized by others on this [illegible]. In the selection of teachers we have [illegible] and we [illegible] personnel directors in the metro area have been very helpful in [illegible] to this request. We hope that the same will be true outstate. We have every reason to believe that it will.

As for the image of the LWV... the survey will be done in perfect confidentiality. The results will be given to anyone who requests it. Our analysis will be subjected to many opinions and critiques before it goes to press. We admit that there are questions in the survey that could be improved. We are sure in the process we will find questions we wished we had asked and ones which do not give us the information we had hoped to get, but as my colleague said, "I do not think the questionnaire is fatally bad." We have done our best. That is all that can be asked.

I sincerely hope that we have answered your questions. Certainly we have benefitted from your criticisms/ while we would like to have Delaty in the sample, it is not essential. If you feel you can go ahead with the survey, we would appreciate it, if not, we hope that at least we have convinced you of the sincerity of our intent and the competence of our efforts. Please call me if you would like to discuss this further (c)-1926-6093).

Sincerely,

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - October 1977

To: Local LWVs
From: Harriett Herb, Executive Director
Re: Facts and Issues: Education
Date: October 6, 1977

Here they are - hot off the press - your copies of FACTS AND ISSUES: Education #2 and #3. We're sending them separately because we know you've been waiting for their arrival.

Sell them to your schools, other community organizations (Kiwanis, AAUW, Lions, Chambers of Commerce). Use them as "thank-yous" to your contributors.

Costs:

FACTS & ISSUES: Education #2	30¢
FACTS & ISSUES: Education #3	20¢

plus postage and handling

LWV of _____

No.

_____ FACTS & ISSUES: Education #2 & 30¢

_____ FACTS & ISSUES: Education #3 @ 20%

DO NOT PREPAY: you will be billed.

Send to _____ _____ 1st Class

_____ _____ 3rd Class or

_____ _____ Parcel Post

_____ Special Handling

Bill Treasurer _____ Yes _____ No

Other _____

For office Use: date shipped _____

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - September 1977

TENURE AND PUBLIC EMPLOYEE BARGAINING IN EDUCATION

Consensus Questions

RETURN one copy to the state office (LWVMN, 555 Wabasha, St. Paul, MN 55102) BY DECEMBER 23, 1977. Retain the second copy for your files.

LWV of _____

Total # of Members_____ # of Members Participating _____

* *

Please record the number of members who agree with each answer.

1. Should the bargaining law be changed as to which items are negotiable?
   a. No. (The law should remain as is so that each district determines for itself which areas it considers negotiable with the district court making the final determination.) _____
   b. Yes. (The law should broaden the items considered negotiable.) _____
   c. Yes. (The law should restrict certain items from negotiation.) _____
   d. Undecided. _____

2. What is your unit's consensus regarding the settlement of contract disputes?
   a. Return to a situation in which the school board makes the final decision (there is no right to strike and no arbitration). _____
   b. Retain the present system (school board may reject arbitration, and if so, teachers may strike). _____
   c. Compulsory arbitration (if either party requests, both must enter arbitration, and the decision is binding on both). _____
   d. Grant teachers the right to strike over contract matters. _____

3. What is your unit's consensus regarding the role of the public in the negotiation process?

	Agree	Disagree	Undecided
a. The public is adequately represented now by the school board.	_____	_____	_____
b. The public is adequately informed because they may attend open meetings of negotiations until closed by the Director of Mediation Services.	_____	_____	_____
c. Teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiating process.	_____	_____	_____
d. School boards should be required to establish a (parent/community) advisory committee on contract negotiations.	_____	_____	_____
e. A parent/community advisory committee representative should be appointed to serve on the negotiating team.	_____	_____	_____
f. The school board should have the right to a limited number of strategy sessions which are closed to the public.	_____	_____	_____

4. Should there be requirements concerning the qualifications of arbitrators for school negotiations?
   a. No, the present system is adequate and should be retained. _____
   b. Yes, arbitrators should be licensed. _____
   c. Yes, arbitrators should be required to know school law and procedures. _____
   d. Other changes (specify) _____
   e. Undecided _____

	Yes	No	Undecided
5. Should the school boards and teacher bargaining units be required to submit a "last best offer" on which the arbitration panel would rule?	_____	_____	_____

6. What is your unit's consensus regarding Minnesota's tenure law? (Choose a, b, c or d. If you choose c, indicate your choice(s).)
   a. It should be retained as is. _____
   b. It should be abolished. _____
   c. The following change(s) should be made:
      1) Fair dismissal procedures should be negotiated (i.e. tenure should be set by master contract and not by law). _____
      2) The probationary period should be lengthened. _____
      3) The probationary period should be eliminated. _____
      4) Require periodic review and evaluation of teacher performance, leading to remedial help when indicated. _____
   d. Undecided. _____

7. What is your unit's consensus regarding dismissal procedures due to reduction of positions? The law presently states: a) in continuing contract districts -- "Teachers.....shall be placed on unrequested leave of absence in fields in which they are certified in the inverse order in which they were employed by the school district." b) in 1st class cities -- "In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed."
   a. Retain seniority dismissal as it is now. _____
   b. Make procedures for reducing staff a <u>mandatory</u> subject for negotiation. _____
   c. Should the law be amended to include factors other than order of employment when determining staff reductions? Yes _____ No _____

      If yes, which of the following possible factors would you favor including?
      1) Job performance (defined by state criteria) _____
      2) Job performance (definition negotiated by district's contract) _____
      3) Recent teaching experience in field of certification _____
      4) Program needs of the district, special expertise, etc. _____
      5) Affirmative action programs (only for 1st class cities -- already included for continuing contract) _____
      6) Age and experience balance _____
      7) Other (specify) _____

This consensus was approved at our Board meeting held on _____

_____
Signed

_____
Portfolio

(This form is for information only -- not to be used for reporting purposes -- reporting form will be included with the Committee Guide)

CONSENSUS QUESTIONS
TENURE AND PUBLIC EMPLOYEE BARGAINING IN EDUCATION

Please record number of members who agree with each answer.

1. Should the bargaining law be changed as to which items are negotiable?
   a. No. (The law should remain as is so that each district determines for itself which areas it considers negotiable with the district court making the final determination.) _____
   b. Yes. (The law should broaden the items considered negotiable.) _____
   c. Yes. (The law should restrict certain items from negotiation.) _____
   d. Undecided. _____

2. What is your unit's consensus regarding the settlement of contract disputes?
   a. Return to a situation in which the school board makes the final decision (there is no right to strike and no arbitration). _____
   b. Retain the present system (school board may reject arbitration, and if so, teachers may strike). _____
   c. Compulsory arbitration (if either party requests, both must enter arbitration, and the decision is binding on both). _____
   d. Grant teachers the right to strike over contract matters. _____

3. What is your unit's consensus regarding the role of the public in the negotiation process?

	Agree	Disagree	Undecided
a. The public is adequately represented now by the school board.	_____	_____	_____
b. The public is adequately informed because they may attend open meetings of negotiations until closed by the Director of Mediation Services.	_____	_____	_____
c. Teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiating process.	_____	_____	_____
d. School boards should be required to establish a (parent/community) advisory committee on contract negotiations.	_____	_____	_____
e. A parent/community advisory committee representative should be appointed to serve on the negotiating team.	_____	_____	_____
f. The school board should have the right to a limited number of strategy sessions which are closed to the public.	_____	_____	_____

4. Should there be requirements concerning the qualifications of arbitrators for school negotiations?
   a. No, the present system is adequate and should be retained. _____
   b. Yes, arbitrators should be licensed. _____
   c. Yes, arbitrators should be required to know school law and procedures. _____
   d. Other changes (specify) _____
   e. Undecided. _____

	Yes	No	Undecided
5. Should the school boards and teacher bargaining units be required to submit a "last best offer" on which the arbitration panel would rule?	_____	_____	_____

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      2) The probationary period should be lengthened. _____
      3) The probationary period should be eliminated. _____
      4) Require periodic review and evaluation of teacher performance, leading to remedial help when indicated. _____
   d. Undecided. _____

7. What is your unit's consensus regarding dismissal procedures due to reduction of positions? The law presently states: a) in continuing contract districts -- "Teachers.....shall be placed on unrequested leave of absence in fields in which they are certified in the inverse order in which they were employed by the school district." b) in 1st class cities -- "In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed."
   a. Retain seniority dismissal as it is now. _____
   b. Make procedures for reducing staff a <u>mandatory</u> subject for negotiation. _____
   c. Should the law be amended to include factors other than order of employment when determining staff reductions? Yes _____ No _____

      If yes, which of the following possible factors would you favor including?
      1) Job performance (defined by state criteria) _____
      2) Job performance (definition negotiated by district's contract) _____
      3) Recent teaching experience in field of certification _____
      4) Program needs of the district, special expertise, etc. _____
      5) Affirmative action programs (only for 1st class cities -- already included for continuing contract) _____
      6) Age and experience balance _____
      7) Other (specify) _____

The case below illustrates the procedure used to dismiss a high school mathematics teacher for incompetence.

The charges specified against the teacher were:

1. Failure of nearly ½ pupils in each of the teacher's classes to learn the material;
2. Failure of teacher to use recognized classroom techniques to interest pupils and promote learning.
   a. Failure to give clear instructions for homework, classwork and tests.
   b. Failure to give all pupils an opportunity to participate in class demonstrations and discussions.
   c. Failure to introduce variety in the classwork and homework assignments.
   d. Failure to communicate constructively with parents.

The witnesses were:

1. High school principal;
2. Head of high school Mathematics Department;
3. Chairman of the School Board;
4. Personnel supervisor of the high school district;
5. Professional investigator appointed by School Board to investigate the charges vs. the teacher, evaluate his work and appear as an expert witness;
6. Court Reporter to authenticate the transcript of testimony of administrative hearing concerning the teacher's dismissal.

High School Principal

Principal first provided information to establish his qualifications as a high school principal. He then outlined his duties as a principal and elaborated upon his procedures for teacher supervision. The program included the creation of a personnel file for each teacher. The file includes his contract, credentials and record of prior school service and evaluation reports.

He outlined the procedure he used in assigning teachers to their specific classes at the beginning of the year. In making these assignments, qualifications and experience of each teacher is taken into consideration. The teacher has the opportunity to express any dissatisfaction with the assignment at that time.

The principal then explained how he conducts his classroom observation, noting that:

1. He observes teachers at least two times a year;
2. Teacher usually knows of observation in advance;
3. Only mental notes are kept so as not to disturb teacher or students;
4. Evaluation is discussed with the teacher before it is placed in his personnel file.

The teacher is also assessed by:

- inspecting lesson plans;
- observing special projects, displays or programs;
- student and parent comments;
- student grade records;
- use of special equipment;
- reports of department head.

The procedure was followed for the teacher in question, and the opinion the principal formed was:

Teacher not competent for the aforementioned reasons (see charges vs. teacher).

The principal testified that several conferences were held with the teacher to try to change his teaching methods, but to no avail. During the classes the principal observed, he reported that the teacher did not give clear instructions to pupils for homework, sighting

> "On at least two occasions, Mr. _____ waited until after the bell for class change had rung before he gave the homework assignment, at which time, of course, the students were getting ready to change classes."

The principal also testified that the teacher failed to allow any but one or two bright students to participate in class demonstrations and discussions and did not use recognized techniques to hold students' interest.

He then testified that parents of a number of students in Mr. _____'s class had complained directly to principal or student counselors. In one report made to counselor:

> "A particular student's parents advised the counselor that they considered obtaining a tutor, and when they had asked the teacher how the student's grades could be improved, he responsed, 'Well, if the child can't learn, what can I be expected to do about it?'"

After discussing this matter with the teacher, the principal found no effort by the teacher to become more cooperative or helpful with students and parents and, therefore,

> "Since none of our efforts over a long period of time had resulted in any improvements in the situation, and since there was no indication that Mr. _____ would change his attitudes and teaching practices as a result of any further counseling, I did the only thing I could do - I recommended to the District Personnel Supervisor and Board of School Trustees that Mr. _____ be dismissed from his teaching position."

High School District Personnel Supervisor

The qualifications and responsibilities of the witness were established.

This witness then reported that after receiving evaluation reports from the high school principal, an investigation was conducted. The investigation involved:

1. Conversations with the principal;
2. Conversations with the head of the Math Department;
3. Consultations with the teacher.

   The first consultation dealt with the techniques employed by the teacher. These techniques were defended by the teacher because he did not feel students should be pampered. The supervisor stressed the seriousness of the charges and stated that unless the "teacher would put into practice the suggestions that had been made by his superiors, dismissal proceedings would be recommended."

   The second consultation was held after a formal notice of dismissal charges had been given to the teacher. In response to the notice, the teacher was given 90 days to alter his methods to the satisfaction of his superiors - otherwise, he would be subject to dismissal for incompetence.

   The third consultation was held to counsel the teacher to consider resigning as an alternative to dismissal, since it was evident that he had not and would not alter his teaching methods. The teacher said he did not intend to resign.

Testimony of Chairman of School Board

The Chairman of the Board outlined his position and then stated his participation

in the School Board proceedings involving the teacher. He said: He was present and presided as chairman of the School Board meeting when

a. It was decided an advance or warning notice of charges of dismissal should be served upon this teacher;
b. It was decided a formal notice of dismissal should be served;
c. A dismissal hearing was held before the Board concerning charges made against this teacher.

The chairman of the Board testified that he first became aware of this teacher's fitness when he received a letter from the personnel supervisor. (As part of his duties: when condition of teacher's competence or practices cannot be remedied through ordinary channels, the personnel supervisor under rules and regulations of the Board is required to make a written report of the circumstances to the Board.) Included in the report were the evaluation reports by the principal. The chairman then talked with the principal and personnel supervisor and requested the principal continue to study the teacher's work and make further reports to the Board "in order that we might be advised whether the teacher had remedied his teaching deficiency after he was given the warning notice of charges for dismissal." The principal did make further reports, and on the basis of these reports, the Board passed a resolution to authorize the personnel supervisor to serve a formal notice of dismissal upon the teacher, unless the teacher, after being advised of the alternative of voluntary resignation, should decide to resign.

The personnel supervisor did serve notice of dismissal and reported to the Board that the teacher did not intend to resign. The chairman then testified that the teacher be served with a formal notice of dismissal.....by reason of incompetence.. ...and that this teacher be further notified that he may appear before the Board to answer the charges made against him at a hearing to be held in the School Board office.....

The motion was carried.

Testimony of Head of Math Department

The head of the Math Department outlined his credentials as a teacher and department head. He then described his duties as a department head and included:

> "I also work directly with our teaching staff to encourage its professional growth and frequently counsel teachers as to certain college courses or special projects they might undertake to increase their knowledge and teaching skills."

He also testified that he observes teachers in the classroom and found his practices to be "rather inflexible," participation by students limited. He said that the teacher favored authoritarian approach to teaching and that students' grades were not what they should have been. He further testified that, although the teacher did not ask for his help, he offered many specific suggestions at several meetings to improve his teaching methods. The department head then observed every one of the teacher's classrooms but noted he "was still following the old teaching patterns."

The department head then testified that he had at least three conferences with the teacher concerning the possibilities of his dismissal. He counseled the teacher and urged him to "alter his methods at once in order to avoid dismissal and then offered him the support and assistance of the department. However, according to the department head, the teacher said he didn't "need any help, as he was a perfectly competent teacher." According to the department head, no more could be done because the teacher "steadfastly refused to change his teaching methods."

Testimony of Professional Investigator

The professional investigator outlined his credentials stating he was a Professor of Education at a state college and that his interest and studies had been in the field of high school mathematics and science education. He testified that he had been asked by the Board of Trustees of the high school to conduct an investigation into the charges of teaching incompetence made against the mathematics teacher. He then elaborated on the kind of investigation he conducted. This investigation included:

1. A clinical evaluation by observation;
2. Examination of the students' grade records of teacher's pupils.

The witness then explained in considerable detail the Flanders System of Teacher Evaluation, which he employed during his investigation. He stressed the objectivity of this system versus the subjectivity quality of the report of the observer. He testified that from his analysis based upon his evaluation system, the teacher on the average "spent 85% of his class time in teacher talk; only 5% was devoted to student talk; and 10% of the class time was taken up with periods of silence or confusion." He then stated that "it was my opinion that the plaintiff was incompetent as a teacher" based upon:

1. Results of my interaction analysis;
2. Comparative grade records of this teacher's pupils;
3. My observation of his classroom activities with reference to general educative goals.

Testimony of Reporter of Administrative Proceedings

The testimony of the reporter began by verifying his qualifications as a reporter. He then testified that he had been asked by the chairman of the School Board to take notes of the testimony given at a hearing before the Board of Trustees of the High School District pertaining to the dismissal of the mathematics teacher of the high school. He made a verbatim record of all the testimony offered at this proceeding.

League of Women Voters of Minnesota - 555 Wabasha, St. Paul, MN 55102 - April, 1977

COMMITTEE GUIDE FOR LEAGUES PRESENTING STATE EDUCATION TOPIC IN THE SPRING

The purpose of this meeting should be primarily informational. Unit members will become aware of the existing Minnesota laws regarding tenure and public employee bargaining as they relate to schools. A good factual background will enable League members to better evaluate the opinions of those who work within the educational establishment regarding the effect of tenure and collective bargaining on the quality of education in Minnesota. After examining "how the laws work" from the point of view of those intimately involved in their operation, Leaguers will be in a better position to determine whether and what kind of changes might be desirable in either tenure or collective bargaining laws. This evaluation and consideration of consensus on the topic will come in the fall. Your League is in a unique position to help the state education study committee prepare meaningful consensus questions and to develop adequate information in order to reach that consensus.

What to do at your unit meeting:

1. Present the content and explanation of the Public Employment Bargaining Law.
   See Facts and Issues, pp. 2 and 3.

   Present the content and explanation of the Minnesota Tenure laws.
   See Facts and Issues pp. 3, 4, 5, 6.
   Read the enclosed case study about a hearing for dismissal of a teacher on grounds of incompetency.

2. Discuss the questions listed below and mail directly to Betty Shaw, Chairman, 2649 Huntington, St. Louis Park, MN 55416. Phone any questions to her at 926-6093.

What we would like back from the local League units:

1. How well do your members now understand the tenure and collective bargaining laws? If not adequately, what further information do they feel would be desirable?

2. a. What are the major items of controversy regarding tenure?

   b. What do your members see as the major areas of controversy in the area of collective bargaining?

(Over)

3. What kinds of information do your members think would be most helpful in discussing and drawing some conclusions in the areas they listed above?

4. What areas, if any, are of so little interest that your unit feels the study could omit?

5. Other comments, questions or suggestions.

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - August 1977

To: Local League Education Chairpersons
From: Betty Shaw, LWVMN Education Chair
Date: August 16, 1977
Re: RECOMMENDED RESEARCH BEFORE THE UNIT BRIEFING ON TENURE AND PUBLIC EMPLOYEE BARGAINING IN EDUCATION

1. Get a copy of the master contract for the teachers in your district.

   a. List the types of items which were negotiated. Does your district negotiate such things as evaluation procedures, student-teacher ratios, building transfer policies, preparation time, leaves, the school calendar, etc.?

      Make your own assessment about the degree to which educational policy is included in contract negotiations.

   b. How are the salary schedule steps and lanes set up? Are they part of the contract itself? Does the board have to approve each step and lane change, or is there a negotiated method for determining step and lane changes?

      Contract language is different and may be important. For example, the Richfield contract states: "The annual increment shall be contingent upon satisfactory work and evidence of growth on the part of certified personnel. The School Board may, upon the recommendation of the Superintendent, withhold increments provided, however, that any teacher aggrieved by such withholding shall have recourse to the grievance procedure provided herein." On the other hand, in Minneapolis the step change or "increment" is automatic. "The present salary schedule provides for annual increments after approval by the Board of Education. In order to qualify for a full increment, an individual shall have been on the school payroll for not less than one semester...."

      The implications of this may be important in attempting to remove a teacher for incompetence. In Minneapolis records and testimony concerning the teacher's performance may cover a number of years since there has been no Board judgment regarding the performance of that teacher. In Richfield, the Board has a method for "disciplining" a teacher whose performance is judged unsatisfactory, short of instituting dismissal procedures. But if the Board does not withhold the increment, the Board may use only those records and activities of the teacher since the last increment was granted. That is because the very granting of the increment (unless specifically stated that it is being granted for some other reason) indicated that the teacher's work had been judged satisfactory up to that point.

2. Interview some of the key people in your district about the following items. BE SURE TO ASK ABOUT THE 1974 CONTRACT because all of them will be reluctant to discuss the current negotiations unless they are already completed. Some of the people to interview would include a school board member or two (especially those you consider knowledgeable), the superintendent, a number of the teacher negotiating team, and whoever does the negotiating for the school board. You will have to find out who does the negotiating in your district. In some districts the school board members themselves participate; in some they do not even attend as observers. In other districts the superintendent negotiates or another member of the central administration, such as the personnel director. In others it is done by a paid professional such as the school board attorney. In some districts the teacher bargaining unit selects teachers to serve on the bargaining team. In others they receive help from the MFT or MEA.

What to find out:

a. How are the original positions determined? (REMEMBER, "GOOD FAITH" NEGOTIATING REQUIRES THAT THE ORIGINAL POSITION CANNOT BE THE FINAL POSITION. Teachers always ask for much more than they expect to get, and Boards always offer less than they are willing to grant.) How does the teacher bargaining unit gather input from the teachers?

Do they consult with members of the minority organization (i.e. if the MEA is the bargaining agent, are members of the MFT consulted, or vice versa)? How does the district determine its original offer? (Does the School Board decide and consult with the superintendent? (Does the superintendent decide and consult with the school board?)

Is either the superintendent or the school board left out of the process (except in some window dressing way)?
Are parents or the community every asked for input? If so, how? If not, what reasons are given for feeling this unnecessary?

What types of items were requested for inclusion in the negotiations but refused by one side or the other? (For example: Did the district attempt to negotiate some method other than section 6b [seniority] for placing teachers on unrequested leave? Did teachers try to include class size and have the district refuse to negotiate it?)

How long did the 1974 contract negotiations last? Did they require mediation? Did either party request arbitration? Was there a strike? Was a strike barely averted? If so, how? Did the district (e.g. superintendent and school board) feel basically satisfied about the contract procedures last time? Did the teachers? Why or why not?

How comfortable are your administrators, teachers and board members with evaluation procedures in your district? Do any of them feel that incompetence can be and is identified and documented? Do they feel that tenure laws are used as a cover for less than satisfactory performance? If so, why? Is the administration unwilling to enforce the law? Is the law considered unenforceable? If so, why? Or is there basic satisfaction that there are adequate legal remedies to ensure that teachers in the district are efficient and competent?

BECAUSE OF THE LENGTH AND COMPLEXITY OF THIS TOPIC, THE CONSENSUS IS BEING LIMITED TO TEACHER TENURE AND PUBLIC EMPLOYEE BARGAINING. Principals, superintendents and other certified personnel also have tenure, and many have separate bargaining units. Some large school districts bargain with as many as a dozen separate employee groups. We realize that this has an impact on budget and schools, but because it is so hard to adequately cover all we have attempted, these non-teacher groups have been omitted from the study.

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - February 1978

STATEMENT OF POSITION OF TENURE AND COLLECTIVE BARGAINING IN EDUCATION

LWVMN Position - SUPPORT OF IMPROVEMENTS IN THE COLLECTIVE BARGAINING AND TENURE LAWS OF THE STATE.

Details:

* Support of collective bargaining for teachers, with changes in Minnesota's collective bargaining law to
  - require that teacher bargaining agents and school boards publish first offers and all subsequent written offers during the negotiations.
  - require that arbitrators hearing teacher contracts know school law and procedures.
  - allow a limited number of school board bargaining strategy sessions which are closed to the public.

* Support of the present bargaining law provision which allows parties to the negotiations in each district to determine for themselves which items they consider negotiable. If necessary, the district court would make the final decision.

* Support of the school board as the representative of the public in the negotiation process. Neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.

* LWVMN does not support extension of the right to strike.

* Support of Tenure/Continuing Contract laws for teachers, with changes in the current state law to:
  - require periodic review and evaluation of tenured teachers' performance, leading to remedial help when indicated.
  - retain teacher probationary periods, but lengthen the probation period of Continuing Contract teachers. (Continuing Contract does not apply to first class cities.)
  - require school boards to consider factors in addition to order of employment when they must make staff discmissals due to reduction of positions. Such factors include recent teaching experience in the field of certification, program needs of the district, and special expertise of the individual faculty member.

* Opposes mandatory negotiation of procedures for reducing staff.

* Support for retention of state laws defining fair dismissal procedures. (1978)

COLLECTIVE BARGAINING IN EDUCATION: CREATING A NEW FORM OF GOVERNANCE?

by

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Presented at:
State Meeting of the
League of Women Voters of Minnesota
St. Paul, Minnesota
May 7, 1977

COLLECTIVE BARGAINING IN EDUCATION:
CREATING A NEW FORM OF GOVERNANCE?

I wish to extend my thanks to the League for this opportunity to share some of my thoughts on teacher collective bargaining. The Minnesota League is not alone in expressing concern and interest in this topic. As Director of the West Coast Office of the Institute for Responsive Education, I am involved with two bargaining projects with the California League aimed at including citizens in the negotiations process. The Massachusetts League, in 1975, also initiated a similar undertaking as the one now under way here and across the country parent and citizen groups are increasingly voicing discontent with the current bargaining structure.

Let me begin with a short autobiographical sketch. I began my teaching career in 1959 and almost immediately became involved in teacher union activity where I taught junior high social studies in Michigan. In 1965 I left the classroom to accept an organizing position with the Michigan Federation of Teachers where I led strikes and negotiated bargaining agreements. I left Michigan in 1967 to become the assistant to the president of the Washington Teacher's Union for five years. Here I did similar union work, in addition to becoming involved in community activities. It was because of my involvement as a union organizer and community activist that I eventually began to experience the tension--the tug--caused by the legitimate aspirations and goals of teachers on the one hand and the legitimate aspirations and goals of parents and citizens on the other. When I left the union to accept a doctoral fellowship at Harvard, in my three years of study and one year as a

faculty member at the Harvard Center for Urban Studies, I examined this question which was causing me to rethink many of my previously held notions of bargaining. Indeed, this strain still troubles me today just as I know it troubles many of you. While I don't pretend to have an answer to the dilemma, it would seem that it is a proper time to consider and explore possible ways to resolve the dilemma--the conflict--posed by the introducton of a new political force in public school governance. We must try to both learn from the mistakes and build upon the gains wrought by collective bargaining. At the outset, I wish to make it crystal clear that while I have come to criticize the negotiating structure, I still remain a supporter of collective bargaining and support the right of employees to organize at the work place.

With the time remaining I would like to discuss: 1) a brief historical overview explaining the reasons for the emergence of bargaining in public education; 2) the promises of bargaining; 3) the exclusionary character of bargaining and its implications for citizen participation; and 4) possible alternatives to the existing bilateral structure.

A number of observers have characterized labor relations in the 1960's as the "decade of the public employee." Teacher organizations were very much a part of this public employee decade. Indeed, one writer (Koerner, 1968) has said that one of the surprising phenomena of the 1960s was the "raucous rise of classroom teachers and their professional organizations" (page 25). What caused this "raucous rise"--what were the issues in the teacher revolt? A revolt that signaled the end of the Mr. Peepers/Our Miss Brooks image of the docile, obedient, dimwitted teacher. Time does not permit a full discussion of the reasons for the teacher power movement. It is, nevertheless, worth citing a few

of the underlying causes, to understand why the teachers turned to collective bargaining as a means to advance their rights and concerns.

It should be remembered that it was less than ten years ago that the U.S. Supreme Court (Pickering v. Board of Education, 1968) ruled that a teacher could criticize Board of Education policy without fear of being dismissed. In 1959, when I attempted to organize a union chapter in a suburban school district near Detroit the superintendent said that a union would come in "over his dead body." The chapter was never organized. In effect, teachers, by and large, were severely restrained in exercising any independent political/educational judgment in public education. There existed a second-class status and a powerlessness among teachers, both individually and collectively, as to what could be done to alter the existing relationships between teachers, administrators and school boards.

Here it would be appropriate to digress momentarily to explain partially the educational establishment that was being challenged by teacher organizations. In many respects, the educational system existing prior to bargaining was created at the turn of the century by the Progressive movement (Katz, 1971; Cronin, 1973; Tyack, 1975; Pierce, 1975; Zeigler, 1977). This new educational structure evolved by wresting local control away from working class people. It was a system modeled after the corporate experience--the business world--and it was based on an ideology embracing efficiency, expertise, punctuality, order, professionalization and, most importantly, a hierarchical mode of governance. Creation of this model led to a virtual monopoly of educational decision making by the superintendent and/or the administrative bureaucracy (Gittell, 1969; Iannaccone & Lutz, 1970; Pierce, 1975; Ziegler, 1977). As Joseph Cronin (1973), has perceptively observed:

> The superintendents gradually won board acceptance of their recommendations to hire additional supervisors and assistants, to make systemwide rules and to treat teacher and parent requests objectively and impersonally--in short, to create a bureaucracy. At the same time, this development circumscribed and may have impeded the professionalism of teachers. It certainly limited their autonomy, may have reduced their need for more advanced education and forced teachers to be more loyal to their employers than to their calling (page 59).

Indeed, Mario Fantini (1974), the present Dean of the School of Education, University of Massachusetts, in one of his recent books underscored the point that "the move from individual to collective professional teacher has been in large part caused by repressive policies governing teachers' wages and working conditions established by the administrative sectors of the public education establishment" (page 46).

But what was the role of school boards in this governance structure? Theoretically, boards were representatives of the people. This fact has been highly disputed by a number of studies (Counts, 1927; Gittel, 1969; Zeigler, 1977). Perhaps, the role of the boards has been aptly summed up in a recent issue of Phi Delta Kappan (March, 1977): "Most board members do not view their role as representing or speaking for 'the public'; rather they view it as speaking for the administration to the 'public'" (page 536).

In summary, the historical development of school governance generally resulted in a unilateral form of decision making--decisions often initiated and dominated by the central school administration. It was, I would argue, this control exercised by the institution of the superintendency

that was a primary factor in triggering the drive for bargaining rights on the part of teachers in the early '60s.

In addition to being interested in broad questions regarding the running of schools, teachers were specifically concerned with what they termed intolerable working conditions--conditions that tended to undermine the delivery of effective instructional services. Among some of these concerns were: the inordinate amount of repetitive clerical work (forms 56, 57, 1, 1a, 573, 595); cookie fund and/or other related collection programs; and misuse of the purpose of the lesson plan (Silberman, 1970). (In reality, in most cases, lesson plans were submitted to satisfy a check mark on a teacher evaluation form. There were many beautifully prepared lesson plans that received high ratings by principals, but the plans, often and tragically, had no relationship to what was happening in the classroom).

Also, there were other developments occurring outside of public education which contributed to the rise of bargaining. For example, John F. Kennedy in 1962 passed Executive Order 10988 which gave federal employees the right to bargain. Kennedy's action signified an important change in attitude toward negotiations in the public sector. Another potent impetus for reform came from the Civil Rights Movement. During the mid-1960s, Blacks and other minorities active in Civil Rights began to focus on the inferior quality of the educational programs being provided to Black and minority youth. Ultimately, this concern led to the movement for community control of schools spearheaded by Black and Puerto Rican parents in New York City. It is not my purpose to discuss community control. However, I think it should be emphasized that one of the reasons we are here today is that the roots of the present challenge

to the traditional labor relations bilateral structure had its beginnings in the demand for community control.

During this same period, others began to question the legitimacy of the public schools since their glaring failures were so readily visible. Indeed, a number of prominent white social science researchers documented the failure of the schools, the Coleman Report being the most notable. Writers and former teachers, such as Herbert Kohl, Jonathan Kozol, John Holt, Terry Herndon and Preston Wilcox, also added fuel to the flames by offering insightful commentaries on the generally authoritarian policies, oppressive conditions, and racist character of schooling in general and urban education in particular.

Thus, there was widespread discontent with public schooling and teachers found many allies in pushing for bargaining since the rhetoric of teacher organizations emphasized drastic improvement in the quality of education being afforded our youth. In fact, since 1962 when your neighboring state Wisconsin, enacted a statute calling for local governments to bargain in good faith with employee groups, bargaining between public school teachers and their employers is mandated in 28 states while in an additional 16, consultation or negotiations is permitted but not required (McDonnell, 1976).

This emergence of bargaining was viewed by many, including myself, as a tool to accomplish three broad objectives: 1) redistribute the power in school systems; 2) significantly enhance the instructional program; 3) improve the general working conditions of teachers. Bargaining held out many untold promises. What were these promises?

It was important that the economic well-being of teachers be uplifted. A just wage was a legitimate demand. Attempting to practice demoncracy

in the schools by terminating administrative depotism was nothing more than securing political equity within the educational power structure. Teachers who are themselves restricted from participating in crucial decision-making areas in education can hardly be expected to practice either democratic or humanistic concepts in their classrooms. Bringing teachers, therefore, into the arena of educational policy making implied a sharing of power which meant that teachers might be able for the first time to participate as equals with the school administration.

Indirectly, the rise of bargaining provided a concrete opportunity to redefine the role of administrators. Rather than acting as dictators defending their turf, the new concept of shared power might free them to be more creative, lead them to assist the entire staff in setting the educational climate and tone of the school, as opposed to control and unilaterally determine. That is, there was a chance to create more humanistic relationships based on trust and respect. For example, teachers and administrators could jointly work together in developing improved teacher/administrative evaluation procedures, and they could cooperate in improving the overall instructional program for students--reading programs, science, social studies, etc. In short, no more imposed programs either from administrative hierarchy and/or "high-powered" university consultants.

By establishing a binding legal agreement that spelled out obligations and responsibilities, there was the hope that perhaps the parties to the contract--teachers, administrators and board--might think harder about what they were doing and why. There was the possibility for all to grow, individually and collectively, and in the context of this new bilateral relationship, the process would lead to more honest communications and relationships among all concerned.

Collective bargaining then offered the promise of not only advancing the rights of teachers but also of providing a new vehicle that would dramatically improve school life for everyone, including instructional services for students.

Perhaps the most significant long-range promise had to do with the overriding issue of school governance. As one writer (Pierce, 1975) has said, "The greatest contribution of collective bargaining to American Education is that it is forcing everyone concerned with public education to reconsider who should control American schools" (page 124).

Has bargaining forced us to seriously consider this question of who controls our schools? We can gain some insight into this question by focusing on the scope of bargaining--the range of matters subject to negotiations.

Clearly, teacher organizations have been successful in expanding the number of subjects to be negotiated--commonly referred to as the scope of negotiations. Nationally, the research evidence reveals a continued expansion of scope (Perry & Wildman, 1970; Weitzman, 1975; Cheng, 1976). Even though Minnesota's Public Employment Labor Relations Act (PELRA) appears to limit the negotiable items, I would predict a widening of scope here. I think the April 1977 League Newsletter is correct in concluding: "What is negotiable is whatever issues both sides are willing to bargain about." Issues such as class size, curriculum, teacher evaluation, discipline, which are all policy related matters are now common items included in teacher contracts. For instance, I note the Minneapolis contract calls for a joint Union/Board committee to make recommendations on the curriculum aimed at eliminating sexism and racism; the board must also meet and confer with the MFT when changes of

policies affecting teachers are being considered. And the Edina agreement calls for the establishment of a Joint Policy Committee "to comply with the spirit and intent" of PELRA. Inclusion of provisions of this kind has served to alter the balance of power in the public schools. Teacher organizations through the bilateral process have gained access to educational decision making. They are becoming a part of the governance structure. A step I applaud.

However, does bargainging serve to undermine citizen efforts to participate in educational decision making? Does it contribute to the creation of a new democratic form of school governance--expanding the base of participation? Does it fulfill the promise and raise the hopes of those outside the negotiations process.

On this note, it should be understood that all state statutes governing bargaining stipulate that negotiations occur exclusively between the employer and the exclusive representative agent of the employees. This limits the bargaining participants. Bargaining participants who are increasingly deciding educational policy matters in the secret society of bargaining. Echoing the new spirit of the Carter Administration calling for more open and responsible government, I propose we tamper with this time-tested institution. I say this after much searching, for as indicated, I spent many of my most rewarding and exciting experiences in the area of teacher negotiations. However, tampering with this time-tested institution, nurtured in the private sector, has aroused concern and fear that meaningful bargaining would be destroyed by providing community access.

One management attorney who negotiates for school boards, in commenting on the Sunshine open negotiations law in Florida, has stated his opposition to direct community access in this way (Casey, 1976):

> First of all, however, the public's right to know; has to be balanced against the fact of life that labor relations, like international relations, is much too sensitive and difficult a process without having to put it in the glare of public emotion (page 485).

If Mr. Casey's observation is accurate, then there is all the more reason for parents to be involved in the negotiating process. Should there not be more openness and substantive involvement on the part of parents if the deliberations can be compared to negotiations in the realm of international relations. Others who oppose altering the bargaining structure have offered similar viewpoints. Trying to change attitudes and political values regarding bargaining will not come easily. Still, I would hope those now active participants in negotiations might consider whether the attempt to institutionalize negotiations in government generally and education particularly would remove the public from any meaningful decisional role in the policy area that has a direct bearing on the lives of citizens (Cheng, 1975; Love & Solzner, 1976). Are we using bargaining to rethink the entire governance structure in public schooling?

As previously indicated, the scope of bargaining is broadening and what happens in scope impacts on governance. I support this expansion because I believe teachers should be an essential part of the decision-making process. To be sure, teachers groups will pursue their own self interests which may conflict with the interest of parents and students. Indeed, teacher self interest may affect the delivery of educational services. Yet, to argue negotiations will impact on educational services does not necessarily imply that the classroom learning process is adversely affected (McDonnell, 1976). On the other hand, parents and other citizens

often have an equal interest in the discipline procedure, the evaluation process, class size, curriculum, etc. Thus, the salient issue is not what subjects are negotiated but rather who influences and who decides the bargainable items. Who participates? Clearly, the exclusionary character of the bargaining structure precludes any form of meaningful involvement on the part of the community.

In some parts of the country, behind the negotiation walls of secrecy, more decisions affecting the entire educational process are increasingly being made by fewer and fewer people in the bargaining process--a group of new professionals (Cheng, 1976). More and more, boards of education are relying on professional negotiators to represent them at the table, thereby removing the administration and the board from a critical area of decision making. In turn, the unions are also coming to depend more on professional/staff negotiators, often removing real decision-making control from the teachers themselves. Finally, in labor disputes, State Labor Relations Commissions (EERB in California and PERB in New York) and/or a professional arbitrator/mediator enter to assist the two parties in reaching an agreement when an impasses arises. Frequently, this mediator and/or arbitrator, in settling the dispute, sets educational policy. This person is in nearly all instances distantly removed and certainly not accountable to any part of the community outside of the "bargaining community"--a closed community.

In sum, we have emerging then the growth of three new classes of professional experts in public education. I view this development as a potential problem. I say this because the existing bargaining structure and process exclude parents and students, two significant groups affected by bargaining outcomes. A number of reasons are given for excluding the

community: the stress on stability and efficiency, the careful nurturing of elite expertise, the notion that "sensitive" or semi-confidential issues are discussed, the process is too complex for lay people, inclusion of third parties would complicate and delay matters, and the assertion that the community is already represented by the elected board of education.

In any case, as a result of this exclusion, community people rarely know what negotiations are taking place and few are aware of the substance of the bargaining demands. In some communities, it is even difficult for people outside the bargaining parties to obtain copies of the existing contract. Only during a strike or potential crisis are citizens "let in" on the negotiations, and when this occurs each party generally provides pertinent information to the public based on tactical considerations of winning support for its position.

But there are some bright spots existing in this overcast picture. Several trends indicate the exclusionary character of the bargaining structure in public education is being challenged. Certainly the theme of this state conference is evidence of this fact. Too, there are several "reasonable and feasible" alternatives to the existing structure. Time prohibits any detailed account of all the developments and alternatives. (During the discussion I can describe in more detail some of these possibilities and trends and discuss the IRE collective bargaining projects in California.)

One, citizens can pressure the union and the board to become more socially responsible. For example, both the board and union could conduct public hearings when preparing contract demands. The bargaining parties could solicit the views of the citizenry, and they could inform the public exactly what is being negotiated. Citizen hearings could be held on the final agreement before being ratified.

In this regard, California's new law has a unique public access provision contained in the Rodda Act requiring the union and the board to make its proposals available at a public meeting, and further, the law stipulates that the "public have the opportunity to express itself regarding the proposal at a meeting of the school employer." Second, as an open/public negotiations could be agreed upon by both sides or it could be legally mandated. I understand you have a form of open negotiations in Minnesota but it is questionable how meaningful it is in practice.

Third, bargaining on certain issues could be done at the regional, cluster and/or local building level. The Minneapolis "Staff Development Time" provision, for instance, stipulates that "Teachers and administrators of individual buildings and units shall jointly plan and participate in a minimum of seven of the early release days for students per school year." (Minneapolis Agreement, page 61). This approach might very well lend itself to arrangement where there would be a master agreement covering all teachers while additional items might be worked out at a local level. But I would make one major modification. I would not limit the participants to the professionals. Instead, parents, teachers, students, and administrators might work together on certain issues--curriculum, evaluation, etc. That is, bargaining at the centralized level could be used to establish a fair and equitable decision-making process. Even in the master agreement, incidentially, a provision could be included calling for parents and community representatives to be members of certain contractual committees. The Newark, New Jersey, teachers' contract contains such a requirement in a provision dealing with accountability.

Fourth, and one of the most controversial suggestions, is the creation of a multi-party structure--the inclusion of parents and community groups at the bargaining table with full negotiating status. There is evidence of this approach being tried in higher education.

Fifth, if efforts fail at the local level, concentration can focus on state legislation which could seek to alter the bargaining structure to include some form of citizen input. The California League of Women Voters was successful, for instance, in securing the inclusion of the public access provision alluded to above. Similarly, Florida's amended law requires open negotiations.

Sixth, observer status has been tried in some communities. Under this approach, a certain number of parent/community groups are elected and/or appointed to sit in on the negotiations. Rules and regulations regarding the functions of the parties can be negotiated among all the respective participants.

Seventh, I would propose the consideration of community mediation and/or arbitration. As you know, frequently a stalemate or impasse is reached in the negotiating process. Most state statutes provide for impasse machinery which includes mediation, fact finding, more negotiations, and possibly a return to mediation. Such a procedure calls for utilization of a professional arbitrator/mediator. While I don't argue against this method of dispute resolution, I merely suggest that in certain circumstances, parents/community leaders might well serve as mediators in school disputes. The option should be available. It should be noted that a bill calling for a form of community-based arbitration has been introduced in Wisconsin.

None of these approaches are without flaws nor are they necessarily new or visionary. As already indicated, altering the structure tends to be resisted by union negotiators, board negotiators, boards of education, labor relations experts and scholars in the field, arbitrators/mediators, and labor relations agencies. In short, resistance to alteration is very formidable. In addition to the previous reasons cited for maintaining the present process, parents and citizens are commonly told that previous case decisions and the law prevent any real change in the bilateral structure. There is some truth to these arguments. Nonetheless, it should also be remembered that the law in many instances is silent on this issue. Statutes do not authorize nor do they necessarily preclude community access. A recent Supreme Court decision regarding the right of "nonunionists to speak on union contract proposal may lend support to a increased sunshine approach in public-sector bargaining" (L.A. Times, December 9, 1976, page 16). As you may know, in this case the U.S. Supreme Court reversed a Wisconsin Supreme Court decision holding that an abridgment of speech was justified to achieve orderly labor-management by the National Labor Relations Board is the rule of thumb. Decisions are not absolute. Each case is treated differently. It is worth pursuing test cases. Finally, the bottom line is whether the two parties--the employer and the exclusive bargaining agent--are committed to include some form of citizen access. If they are, community access can be achieved. Can the parties begin to reconsider whether the restrictive bilateral model is indeed the only "reasonable and feasible" model to resolve legitimate school conflicts. We should not be blinded by past traditions and experiences.

Nevertheless, it must be emphasized that neither teachers nor unions nor the concept of collective bargaining, per se, are the enemies. Attacking teacher organizations or attempts to severely restrict their activities is not a solution to the problems posed by bargaining. I would sharply disagree, for instance, with an article in the September 1975 American School Board Journal which suggested teacher unions are or will soon control public education. Such analysis is extremely simplistic. Further, it ignores research findings and it does not constructively point to a cooperative solution.

Cooperation is required, for I don't mean to suggest that here is a simple solution to the problems posed. Bargaining doe. have its complexities.

Still, I would like to urge the distinguished panel to follow, educational leaders in the audience, and League members to fully explore ways to genuinely open up the bargaining structure.

As my former instructor, Joseph Featherstone (1976) of Harvard has perceptively observed:

> The shape the union movement takes may influence the possibilities of coalitions and bargains between the counterpoised groups of service professionals and consumers of service. Whether teachers will be able to respond creatively to the needs prompting citizen and parent movements and whether lay movements can come to understand the problems and legitimate concerns of the professional is, of course, an open question (page 20).

A reformed bargaining structure or even a radical departure, is but one small place where, on the local level, we can begin to develop new social responsibilities toward each other, and in the process, begin to

ask what kind of educational system and country do we want. Can we begin to develop new responsible relationships and institutions founded on collective democratic principles and ideals? I hope teachers and those now holding sway in the teacher bargaining process will come to understand the needs of professionals. Only together can we build schools where parents and teachers make a difference--a difference that will benefit the clients, our students. After all, the overriding purpose is not simply to open up bargaining. It is to bring about "the practice of freedom" where our young deal critically and creatively with reality and discover how to participate in the transformation of their world (Freire, 1972).

CWC:4

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EDUCATION QUESTIONNAIRE INTERVIEW

INSTRUCTIONS

Memo to: Selected Local Leagues
From: Betty Shaw, Chairperson, LWVMN Education Study
Date: November 10, 1976

The main purpose of the questionnaire is to obtain attitudes of various members of the educational establishment toward current practices and possible changes in tenure and bargaining processes.

Your school district has been selected by the Education Committee as one of twenty sample districts, each of which was chosen for certain characteristics. The survey is designed to cover 15 interviews in each sample district. In order to provide valid survey results, it is essential that all interviews be completed. Please return as many as possible by December 1; everything must be in the State Office by December 15. If it is impossible for you to participate in this survey, please call the State Office immediately (224-5445).

I. Who to Interview

We would like you to interview the following people: (1) your School District Superintendent; (2) two School Board members; (3) two principals -- one elementary and one secondary; (4) ten teachers -- 2 active in teachers' organizations (the head of the bargaining team and one other, such as the president of the organization) / 2 elementary teachers with less than 10 years' experience / 2 elementary teachers with more than 10 years' experience / 2 secondary teachers with less than 10 years' experience / 2 secondary teachers with more than 10 years' experience.

Your initial contact should be with the Superintendent. Send the enclosed letter to the Superintendent's office; then follow up by phone to explain the details of the survey. Be sure you have the approval of the Superintendent before you proceed further with interviews.

Select your actual interview respondents as follows:

Superintendent

Board members - use your own discretion. Choose 2 School Board members whom you think would be responsive.

Principals - 1 elementary; 1 secondary. If you have several principals at either of these levels, you may choose which ones to interview. Again, please try to select persons who will be responsive and helpful.

Teachers - for this you will need the assistance of the district personnel director, or whoever handles personnel matters. They will have a list of teachers ranked by number of years of experience in the district. You do not need to see this list yourself. Ask the personnel director to <u>randomly</u> select for you the names of (1) 4 teachers with more than 10 years' experience - 2 elementary and 2 secondary; and (2) 4 teachers with less than 10 years' experience - 2 elementary and 2 secondary. Also obtain the names of the head of the bargaining team, and the president of either teacher organization.

You can then set up interviews with these teachers at their convenience. When you contact people for interviews, be sure to tell them that the survey has been approved by the Superintendent.

II. Interview Techniques

Before the interview, assure the respondent that his answers are confidential. The questionnaires will be compiled by types of respondents (e.g. teachers, superintendents, etc.), but the questionnaires will not be related to a specific person. In line with this, please remember how important it is that we also keep responses confidential. The interviewer must not discuss what she is told with others (most especially, do not tell one respondent what someone else has said in answer to the questionnaire). Many of these questions involve controversial areas, and we will receive meaningful answers only if the respondents are convinced that they can trust us.

When you call to set up the interview, give a short summary of the purpose of the survey and tell the respondent that the interview will probably take about one hour.

Be sure you are familiar with the questionnaire before you do any interviewing.

We are recommending that you not send a copy of the questionnaire to the respondent before the interview, since we would prefer spontaneous answers. However, if someone requests a questionnaire, send them one.

Try to do your interviewing in pairs. It's more efficient -- one can talk while the other writes, and you can help each other summarize after the interview. If this is impossible, you can do it adequately alone.

Bring an extra copy of the questionnaire so the respondent can see the questions while you ask them. However, do not leave the questionnaire with them -- we are sending you only a few extras.

III. How to Fill Out the Questionnaire

Read the questions just as they are written and record the answers in the space provided. (Disregard the numbers adjacent to the answer spaces; they are computer code numbers to help us compile results.)

If the respondent does not understand a question and you do not feel that you can adequately explain it, please note the problem beside the question.

It is possible that respondents will misunderstand the meaning of some of the questions which use statements or assumptions. (For instance, Part II, Q. 3, deals with the loss of programs because of seniority dismissal. If the respondent does not feel that programs are lost for this reason, he may simply answer "no" to the first part of the question.)

Many of the questions use a five-point scale on which to rank answers. Please check the response in the space provided.

Space has been provided for elaboration of answers to closed-end questions. Please encourage the respondent to expand or comment on any of his answers if he wishes to. We would like you to record any comments or further opinions.

Dear

The League of Women Voters of Minnesota is currently studying the state's tenure/continuing contract laws and public employee collective bargaining laws and the effects of this legislation on education.

As a part of this study, we have designed a survey which we hope will provide us with information concerning the attitudes of various segments of the educational community toward tenure and collective bargaining.

We have selected your district as one of the sample districts in which we would like to conduct some in-depth interviews. We hope that you will be willing to help us by allowing League members in your district to interview you and some members of the staff. We will be happy to arrange these interviews at whatever time is convenient.

I will be contacting you for a specific appointment time in the near future. Thank you for your help.

Sincerely,

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - November, 1976

EDUCATION QUESTIONNAIRE

Card 1 COL 1,2,3 interview number _____
1/4-8 District characteristics

PLEASE CHECK HERE WHO YOU ARE INTERVIEWING

Position:
Superintendent_____ (col 9/1)
Elementary Principal_____ (col. 9/2)
Secondary Principal_____ (col. 9/3)
School Board Member_____ (col. 9/4)
Elementary teacher with more than 10 years' experience_____ (col. 9/5)
Elementary teacher with less than 10 years' experience_____ (col. 9/6)
Secondary teacher with more than 10 years' experience_____ (col. 9/7)
Secondary teacher with less than 10 years' experience_____ (col. 9/8)

President of teacher association_____ (col. 10/1)
Member of teacher bargaining team_____ (col. 10/2)

OPINION QUESTIONS

Please check the proper response in the blank provided. Please add any comments after each question in the space provided or on an additional paper (indicate the question # if additional paper is used).

PLEASE READ THE INTRODUCTORY STATEMENT BEFORE ASKING THE QUESTIONS

I. The League of Women Voters of Minnesota has chosen to study the tenure/continuing contract laws and their impact on schools. Please help us evaluate this relationship by answering the following questions:

1/11 1. Tenure laws are necessary or advisable to insure academic freedom.

Strongly agree___(1) Agree___(2) Uncertain___(3) Disagree___(4) Strongly Disagree___(5)

1/12 2. Tenure laws are necessary or advisable to allow freedom for differing teaching styles.

Strongly agree___(1) Agree___(2) Uncertain___(3) Disagree___(4) Strongly Disagree___(5)

1/13 3. Tenure laws are necessary or advisable to prevent a "spoils system" or personal favoritism.

Strongly agree___(1) Agree___(2) Uncertain___(3) Disagree___(4) Strongly Disagree___(5)

1/14 4. Tenure laws are necessary or advisable to protect a teacher from community pressure.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/15 5. Tenure laws are necessary or advisable to protect against prejudice (ethnic, sex, age, etc.)

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/16 6. Tenure laws are necessary or advisable to prevent release of high-salaried teachers as a means of budgetary reductions.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/17 7. Other reasons for tenure laws are_____

1/18 8. Please rank the above statement in order of importance for the preservation of tenure laws. (Most important goes in blank #1, etc. Place in the blank the question number which corresponds to the most important reason for tenure preservation. For example: if protection of teaching styles is most important, put the number 2 in blank number 1.)

1._____ 2._____ 3._____ 4._____ 5._____ 6._____ 7._____

1/19,20 9. If tenure laws were to be modified, what modifications would you find <u>acceptable</u>? (Please check any or all modifications that are acceptable.)

1._____ abolition of tenure
2._____ periodic review and renewal of tenure
3._____ contract negotiation of tenure
4._____ lengthening of probationary period
5._____ shortening of probationary period
6._____ no change is acceptable
7._____ other (specify)

_____

1/21, 22 10. If the tenure laws were to be modified, what modifications would you find <u>desirable</u>?

1._____abolition of tenure
2._____ periodic review and renewal of tenure
3._____ contract negotiation of tenure
4._____ lengthening of probationary period
5._____ shortening of probationary period
6._____ no change is desirable
7._____ other (specify)

_____

1/23 11. Can the safeguards provided by the current tenure laws be equally well provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration?

Yes_____ (1) No _____ (2) Undecided _____ (3) No answer _____ (4)

1/24 What would be the advantages of such an arrangement?

1/25 What would be the disadvantages?

ELABORATION ON QUESTIONS 12-15 WOULD BE ESPECIALLY APPRECIATED.

1/26 12. Job security provided by tenure laws leads to professional stagnation.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/27 13. Job security provided by tenure laws leads to the protection of incompetent teachers.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/28 14. Removal of the job security provided by tenure laws would help prevent professional stagnation.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/29 15. Removal of the job security provided by tenure laws would encourage the release of incompetent teachers.

Strongly agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

PLEASE READ THIS INTRODUCTION BEFORE THE NEXT SET OF QUESTIONS

II. In 1974, MS125.12 was amended to include a method for determining how staff reductions are to be made. It says: Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are certified in the inverse order in which they were employed by the school district.

1/30 1. The seniority rank dismissal procedure is in the best interests of quality education.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/31 1b. Why do you believe the seniority rank dismissal procedure is, or is not, in the best interest of quality education?

1/32 2. What modifications in the seniority dismissal process would you find acceptable?

1/33 3. What modifications in the seniority dismissal process would you find desirable?

1/34 4. In many districts, educational programs have been lost or their effectiveness diminished because the application of the seniority dismissal process has led to the release of key teachers. Has this happened in your district?

Yes_____(1) No_____(2) No answer_____(3)

1/35 How detrimental to the quality of education provided has (have) the loss of this (these) program(s) been.

Very Serious___(1)Serious___(2)Neutral___(3)Not Very Serious___(4)Not A Problem___(5)

1/36 5. Seniority dismissal procedures will lead to an age and experience imbalance in a district's teaching staff.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/37 6. How important is a balanced mixture of age and experience in the school district?

Very Important___(1)Somewhat Important___(2)Neutral___(3)Not Very Important___(4)
Not Important___(5)

1/38 7. The law on unrequested leaves should be amended to provide that recent teaching experience within a certified subject area be a requirements in establishing seniority rank.

Strongly Agree___1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/39 8. In determining who should be placed on unrequested leave, which set of criteria should be used?

1._____ Seniority only
2._____ Seniority and some measure of job performance, seniority dominant
3._____ Seniority and some measure of job performance, equally
4._____ Seniority and some measure of job performance, job performance dominant
5._____ Some measure of job performance only

PLEASE READ THE INTRODUCTORY STATEMENT BEFORE ASKING THE QUESTIONS

III. Please help us evaluate the impact of collective bargaining laws, as stated in the Public Employees Labor Relations Act (PELRA).

1/40 1. How has PELRA served to assist school districts and teachers to reach agreement over contract disputes?

1/41 2. What processes are still lacking?

1/42 3. Since PELRA, teachers' groups have been better able to achieve their objectives in terms of wages and of working conditions.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/43 4. How effective are teachers in influencing district educational policy decisions?

Very Effective___(1)Somewhat Effective___(2)Neutral___(3)Not Very Effective___(4)
Not At All Effective___(5)

1/44 5. How effective are principals in influencing district educational policy decisions?

Very Effective___(1)Somewhat Effective___(2)Neutral___(3)Not Very Effective___(4)
Not At All Effective___(5)

1/45 6. Grievance procedures are adequate to remedy justified teacher complaints.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/46 7. The administration's responsibility to implement policy decisions is hampered significantly by the possible use of grievance procedures.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/47 8. What successes and problems have been met during impasse arbitration?

1/48 9. Are the compromises satisfactory to either party?

1. _____ Satisfactory to teachers, not to school board
2. _____ Satisfactory to teachers and school board
3. _____ Satisfactory to school board, not to teachers
4. _____ Not satisfactory to either

1/49 10. In what ways, if any, have educational priorities been altered as the result of a negotiated settlement? (For example, budget adjustments, personnel assignments changed, etc.)

1/50, 51 11. Which of these "non-economic" items do you consider legitimate items to include in contract negotiations? Check all those you consider negotiable.

1. _____ Class size
2. _____ In-service training
3. _____ Prep time
4. _____ Extra duties (hall monitor, lunchroom, etc.)
5. _____ Seniority rank dismissal
6. _____ Affirmative action policies
7. _____ Curriculum planning
8. _____ Alternative teaching styles
9. _____ Building transfer policies
10. _____ Other (specify)

_____

1/52 12. Which of these items do you feel are most important to include in contract negotiations? Please rank. (Put the number from question 11 above in blank number 1 for the item considered most important, e.g. if prep time is most important, put a 3 in blank #1.)

1._____ 2._____ 3._____ 4._____ 5._____ 6._____ 7._____

1/53 13. Which of these items do you feel are most important to be excluded from contract negotiations? Please rank as in question 12.

1._____ 2._____ 3._____ 4._____ 5._____ 6._____ 7._____

1/54 14. Should parents be consulted when negotiation priorities are set?

1._____ By both teachers and school board
2._____ By teachers, not school boards
3._____ By school board, not teachers
4._____ By neither school board nor teachers

PLEASE READ THE INTRODUCTORY STATEMENT BEFORE ASKING THE QUESTIONS

IV. Evaluation

Consideration of the impact on schools of tenure laws and/or collective bargaining seems to lead to an evaluation of teacher and principal job performance. Please help us clarify these processes.

Many things are felt to contribute to improved job performance. Please help us understand how the following items might be best used toward improved job performance.

1/55 1a. Teachers who take approved graduate course credits are better classroom teachers than they would be had they not taken the graduate course credits.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/56 1b. Under what circumstances does the taking of graduate course credits improve teaching performance?

1/57 2a. Teachers with more years of experience are better than teachers with fewer years of experience.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/58 2b. Is there a point at which additional years of experience no longer yield significant improvement in teaching performance?

Yes_____ No_____ Uncertain_____

1/59 2c. At what point do you think further years of experience no longer yield significant improvement?

1. _____ After one year of teaching
2. _____ After two-four years of teaching
3. _____ After five to eight years of teaching
4. _____ After eight-ten years of teaching
5. _____ After ten to fifteen years of teaching
6. _____ Every additional year brings better performance no matter how many years of experience are involved.

1/60 3. Under what conditions does regular evaluation bring improvement in teaching performance?

1/61 3b. Does your district's current method of evaluation have any effect on teaching performance?

1. _____ Significantly improves it
2. _____ Improves it somewhat
3. _____ Has no effect
4. _____ Has a somewhat negative effect
5. _____ Has a significant negative effect

1/62 4. Present recertification requirements improve classroom teaching performance.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/63 4b. Under what circumstances could recertification requirements be made to improve classroom teaching performance?

1/64 5. Does in-service training in your district improve classroom teaching performance?

1. _____ Improves it significantly
2. _____ Improves it somewhat
3. _____ Has no effect
4. _____ Has a negative effect by cutting down on classroom contact hours
5. _____ Other (specify)

_____

1/65 5b. Under what circumstances can in-service training improve classroom teaching performance?

1/66 6. Sabbatical leave helps improve a teacher's classroom teaching performance.

1. _____ Yes, significantly
2. _____ Yes, somewhat
3. _____ Yes, minimally
4. _____ Has no effect
5. _____ Has a negative effect
6. _____ Other (specify)

_____

1/67 7. Does the prep-time allowed teachers improve classroom teaching?

1. _____ Improves it significantly
2. _____ Improves it somewhat
3. _____ Has no effect
4. _____ Has a negative effect by cutting down on classroom contact yours.

1/68 7b. What amount of prep-time do you consider optimal for improvement in classroom teaching?

1/69 8. Teacher service on school or district committees helps improve the quality of education in the district.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

1/70 8b. In what ways can service on school or district committees help either classroom teaching performance or the over-all quality of education in the district?

1/71 9. In what ways could the rotation of teachers' building assignments improve teaching quality?

1/72 9b. In what ways could the rotation of teachers/ building assignments have a negative effect on teaching quality?

1/73 10. What effect does strong "building morale" for teachers have on the quality of teaching?

1. _____ Significantly improves it
2. _____ Somewhat improves it
3. _____ Improves it minimally
4. _____ Has no effect
5. _____ Other (specify)

_____

1/74 11. In what ways does a teacher's participation in community activities improve his/her teaching performance?

1/75 12. What other factors do you think serve to improve teaching performance?

1/76 13. How do those other factors serve to improve teaching performance?

1/77, 78 14. Please rank the following in order of their importance to improvement of teaching performance. Put the letter of the one considered most important in blank #1, etc.

1._____ 2._____ 3._____ 4._____ 5._____ 6._____ 7._____ 8._____ 9._____ 10._____ 11._____

a. Graduate course hours
b. Years of experience
c. Regular evluation
d. Re-certification requirements
e. In-service training
f. Sabbatical leave
g. Amount of "prep time"
h. Service on school or district committees
i. Participation in community activities
j. Rotating assignments to different buildings
k. Strong building morale
l. Other

1/78, 79 15. Which of the following should have a role in determining whether a person is a professionally competent teacher? (Please check any or all that you feel have a legitimate role.)

a. _____ Colleges of education (1)
b. _____ Teacher organizations (2)
c. _____ State Board of Education (3)
d. _____ Board of teacher certification (4)
e. _____ Students (5)
f. _____ Peers (6)
g. _____ Parents (7)
h. _____ Principals (8)
i. _____ District administration (9)
j. _____ Other (10

2/5 16. From these checked above, please rank in order of importance who should have responsibility for determining professional competence.

(Put the letter for the most important one in blank #1, etc.)

1._____ 2._____ 3._____ 4._____ 5._____ 6._____ 7._____

2/6 17. Where on this scale do you think a principal's role should be placed?

Advocate & defender of teachers in building (vs) Implementer of administration policy

/_____/_____/_____/_____/
(1) (2) (3) (4) (5)

2/7 18. Where on this scale do you think your principal(s) are?

/_____/_____/_____/_____/
(1) (2) (3) (4) (5)

2/8 19. It is a principal's responsibility to incorporate community values and priorities in the educational program of his/her school.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

2/9 20. A principal's management effectiveness is diminished by membership in a collective bargaining unit.

Strongly Agree___(1)Agree___(2)Uncertain___(3)Disagree___(4)Strongly Disagree___(5)

2/10 21. How good an indicator of future competence is probationary job performance?

1. _____ A very good indicator
2. _____ A somewhat good indicator
3. _____ A minimally good indicator
4. _____ A somewhat poor indicator
5. _____ A very poor indicator

2/11 How adequate do you feel job performance assessments are for probationary teachers in your district?

1. _____ Very adequate
2. _____ Somewhat adequate
3. _____ Minimally adequate
4. _____ Somewhat inadequate
5. _____ Very inadequate

2/12 22. In what ways have you tried to determine community priorities and needs?

2/13 23. In what ways have you been able to use these results?

Education Committee Guide

Background Interview Survey

Pm-T

Memo to: Local League Education Study Chairpersons
From: Betty Shaw, LWVMN Education Committee Chairperson

Date: October 22, 1976

As you know, the education committee is working hard to try to provide adequate study information on tenure and collective bargaining in education. Your help is essential in gaining accurate information on a statewide level.

Enclosed is a brief Background Information Survey which we would very much like to have the superintendent in your school district fill out for us. This may be done either in person or by mail. If you have more than one school district within your area, please ask that the survey be answered by each superintendent. If there is more than one League in your school district, coordinate with those other Leagues and determine which one will be responsible for getting the survey completed (and sharing that information with the other Leagues in the district).

If you plan to have this survey done by mail rather than through a personal interview, please include a cover letter explaining that we are doing a statewide education study and asking their cooperation. Assure the superintendent that these surveys will be held in the strictest of confidence. If need be, they may omit district identification as long as the response comes in an envelope -- preferably your League's -- that can be identified if it's mailed directly back to the state office. That's just so we can check off which districts have responded. Attached is a sample of what such a cover letter might include. Also include a self-addressed envelope, either to the state office or to yourself.

If you have questions, please feel free to call (926-6093) or write me (2649 Huntington, St. Louis Park, MN 55416) about anything.

(Over)

SAMPLE LETTER

Dear Superintendent:

The League of Women Voters of Minnesota is doing a study of tenure and continuing contract laws and of Public Employee Bargaining laws in Minnesota. We would appreciate your assistance in gaining some background information from your district.

Please answer these questions as completely and candidly as possible. The enclosed envelope is provided for your convenience in returning this questionnaire. Please be assured that these surveys will be held in the strictest of confidence. District identification may be omitted if you feel the need to do so. We do, however, request that you use the enclosed envelope so that either we (or the state committee chairman) has some destroyable identification as to the district responding.

If you have any questions, please feel free to call me or to write the study chairman, Betty Shaw, at 2649 Huntington, St. Louis Park, MN 55416.

Thank you very much.

Sincerely,

Chairman, Education Committee
League of Women Voters of

BACKGROUND INFORMATION SURVEY
LEAGUE OF WOMEN VOTERS OF MINNESOTA EDUCATION COMMITTEE

1. School District Name_____
   b. School District #_____
2. Number of pupils in district_____
3. Number of teachers in district_____
4. Number of elementary schools_____
   b. Number of secondary schools_____
5. Are district enrollments stable, increasing, declining?_____
6. Has your district been involved in contract mediation?_____
   b. Has your district been involved in impasse arbitration?_____
7. Do principals have a bargaining unit in your district?_____
   b. Do administrators have a bargaining unit in your district?_____
8. Are principals' salaries based on the teachers' salary schedule?_____
9. How are principals' and administrators' contracts arrived at?_____

   _____

   _____

   _____
10. Has your district ever released a tenured teacher?_____
    b. How many in the last 5 years?_____
    c. Under what circumstances were they released?_____

    _____

    _____

    _____
11. Has your district ever counseled out of teaching a tenured teacher?_____
    b. How many in the last 5 years?_____
12. Has your district ever gone to court to release a tenured teacher for cause?_____
    b. How many in the last 5 years?_____
13. Has your district retained a tenured teacher whose job performance was inadequate because of tenure protection? Please elaborate if you will._____

    _____

    _____

    _____
14. How does your district evaluate its teachers?_____

    _____

    _____

How often?_____

By whom are they evaluated?_____

Is the evaluation voluntary?_____ or mandatory? _____

15. How are principals evaluated?_____

_____

_____

How often?_____

By whom are they evaluated?_____

(Please attach any sample forms for teachers and/or principals' evaluation.)

16. Has your district attempted to negotiate an alternative to the "straight seniority" basis for determining which teachers are laid off?_____

b. Were you successful?_____

LWVMN - November, 1976
Education Committee

Draft #1

BACKGROUND ON TENURE

Teacher tenure laws were passed to protect teachers from arbitrary dismissal. These laws granted teachers job security by removing them from the spoils system, nepotism, and political pressures. It was also felt that with permanent jobs teachers would become more a part of their schools' communities. They would also gain more academic freedom. The probationary period would eliminate poor teachers. In Minnesota, tenure is obtained through two laws.

The Teachers Tenure Act (Minnesota Statutes 125.17) applies to the cities of the first class: Minneapolis, St. Paul, and Duluth. This provides for a probationary period of three years for teachers, during which any annual contract "may or may not be renewed as the school board shall see fit." The term teacher includes principals, classroom teachers, supervisors (consultants), visiting teachers (school social workers), counselors, and school librarians. After the probationary period, teachers may not be dismissed except for cause and after a hearing. Grounds for discharge are

(1) Immoral character, conduct unbecoming a teacher, or insubordination;
(2) Failure without justifiable cause to teach without first securing the written release of the school board;
(3) Inefficiency in teaching or in the management of a school;
(4) Affliction with tuberculosis or other communicable disease;
(5) Discontinuance of position or lack of pupils.

The charges against a teacher shall be in writing, and a hearing shall be held before the school board, with both sides having the right to counsel and to subpoena and examine witnesses.

The Continuing Contract Law (Employment; Contracts; Termination, Minnesota Statutes 125.12) applies to all school districts except those of the first class. This was passed some years after the Teacher Tenure Act to give other teachers in the state similar protection, though it differs in many provisions. Here the definition of teacher includes the superintendent and all professional employees required to hold a certificate from the state Department of Education. "The first and second consecutive years of teaching experience in Minnesota in a single school district shall be deemed a probationary period of employment, and after completion thereof, the probationary period in each district in which he is thereafter employed shall be one year." During this period, a contract may or may not be renewed provided a written notice is given by April 1st.

After the probationary period, a contract may be terminated upon majority roll call vote of the school board on one of the grounds specified in the law. They are:

(a) Inefficiency;

(b) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;

(c) Conduct unbecoming a teacher which materially impairs his educational effectiveness;

(d) Other good and sufficient grounds rendering the teacher unfit to perform his duties.

A written notice of termination stating the grounds for dismissal shall be sent the teacher 14 days before the vote is taken, and the teacher may demand a hearing. Similar provisions to the Teacher Tenure Act are made for due process at the hearing.

Teachers may be placed on unrequested leave without pay or fringe benefits because of the discontinuance of a position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. A plan for such leaves of absence may be negotiated with the teachers' bargaining agent, or placement on unrequested leave shall follow the rules of seniority.

The growing discontent with teacher tenure seems to be influenced by decreasing school enrollments and the increasing financial difficulties of school districts. Some parents feel that weak teachers are retained while good teachers are dismissed. The charge is also made that inefficient administrators are protected. The retention of older teachers is blamed by some people for the continuing of ineffective educational programs and the failure to gain reforms and create new promising programs. Some taxpayers argue that costs could be cut if boards were allowed to dismiss higher paid teachers who are locked into automatic pay raises. They would then be able to retain younger, less expensive teachers. This argument does not consider the quality of teaching. Administrators and school boards resent restraints on their management of school systems. Poor teachers are not dismissed because of the difficulty of proving just charges against them according to the due process of law provisions. Timid administrators are reluctant to lay charges against inefficient teachers. Some of this difficulty may be caused by sloppy evaluative processes.

The tenure laws do provide for the dismissal of ineffective and otherwise undesirable teachers. Where school boards have dismissed such teachers after hearings of well documented charges and under due process proceedings, such cases have been upheld by the courts. The probationary period, before a teacher is tenured, can set criteria to differentiate between good and bad teaching. It provides a time to test and eliminate inadequate teachers.

Tenure ensures the maintenance of a staff of capable, experienced teachers by preventing their removal for personal or political reasons. It guarantees worthy teachers employment after long periods of satisfactory service. Classroom teachers' productivity and enterprise are crucial factors in attaining quality education for children. Tenure ensures teachers freedom to teach and children freedom to learn. As special interest groups try to force their specific views on the curriculum, tenure protects teachers who resist such pressures and present objective and many faceted views of issues. It guarantees a corps of qualified teachers free from dismissal for causes that have no relation to their relationship as teachers.

Are there alternatives to tenure? The most commonly proposed is bargaining agreements with teachers that set the terms, including termination, of employment. The American Association of School Administrators has produced a pamphlet which proposes the following "creative alternatives":

Written personal policies
Position descriptions
Performance expectancy
Renewal contracts
Impeccable due process
Negotiated agreements

There should be teacher input into the first three, or they could develop into devices for getting rid of teachers for other causes than inefficiency. Renewable contracts could, by themselves, deprive teachers of job security and place them at the whims of administrators or school boards, as each contract expires. The authors feel that the agreements negotiated with teacher organizations should provide a process for defining and describing the teacher performance expected and for participating in the evaluation of such performance. The agreements should also provide for the means of removing ineffecive teachers.

Another solution for the problem of tenure is a more vigorous enforcement of the provisions for the removal of poor teachers. This, of course, means more administrative work in the careful documentation of charges and

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - February 1978

STATEMENT OF POSITION OF TENURE AND COLLECTIVE BARGAINING IN EDUCATION

LWVMN Position - SUPPORT OF IMPROVEMENTS IN THE COLLECTIVE BARGAINING AND TENURE LAWS OF THE STATE.

Details:

* Support of collective bargaining for teachers, with changes in Minnesota's collective bargaining law to
  - require that teacher bargaining agents and school boards publish first offers and all subsequent written offers during the negotiations.
  - require that arbitrators hearing teacher contracts know school law and procedures.
  - allow a limited number of school board bargaining strategy sessions which are closed to the public.

* Support of the present bargaining law provision which allows parties to the negotiations in each district to determine for themselves which items they consider negotiable. If necessary, the district court would make the final decision.

* Support of the school board as the representative of the public in the negotiation process. Neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.

* LWVMN does not support extension of the right to strike.

* Support of Tenure/Continuing Contract laws for teachers, with changes in the current state law to:
  - require periodic review and evaluation of tenured teachers' performance, leading to remedial help when indicated.
  - retain teacher probationary periods, but lengthen the probation period of Continuing Contract teachers. (Continuing Contract does not apply to first class cities.)
  - require school boards to consider factors in addition to order of employment when they must make staff discmissals due to reduction of positions. Such factors include recent teaching experience in the field of certification, program needs of the district, and special expertise of the individual faculty member.

* Opposes mandatory negotiation of procedures for reducing staff.

* Support for retention of state laws defining fair dismissal procedures. (1978)

the carrying out of due process of the law.

BIBLIOGRAPHY

MINNESOTA STATUTES 125.12; 125.17

Bard, Bernard, "Who's to Blame for the Trouble in Our Schools? Unfeeling Teachers," LADIES HOME JOURNAL, March, 1976, pp. 20-22

Lieberman, Myron, "Why Teachers Oppose Tenure Laws," SATURDAY REVIEW, March 4, 1972, pp. 55-56

Sinowitz, Betty, "What About Teacher Tenure?" TODAY'S EDUCATION, April, 1973, pp. 40-42

TEACHER TENURE AIN'T THE PROBLEM (pamphlet), American Association of School Administrators, 1973

For background on education consensus position:

Leagues participating 47 members participating 1408 (a few may still come in)

The committee did not include items in the consensus with less than a 64% agree There seemed to be a definite break at that figure with other majorities falling to 57,58 or 59% In the "expanded form" we did include some statements which indicate both directly and indirectly what the membership either did not favor or opposed. For example since only 23 people voted for the removal of collective bargaining and only 23 voted for the extension of the right to strike we included the statement that "The LWV-MN does not favor either the removal of the right to bargain collectively or the extension of the right strike." This was an indirect interpretation in that we did not ask the membership directly if they opposed these items, and therefore the "does not favor" rather than "opposes" wording. On the Parent-advisory committees and representatives on the negotiating team statement. We did ask directly whether they agreed or disagreed. In both cases the membership overwhelmingly disagreed and so the statement was set in positive language ""...the LWV believes... that neither parent-community advisory committees nor representatives on the negotiating team should be required by the state."

SUGGESTED POSITION STATEMENT ON TENURE AND COLLECTIVE BARGAINING IN EDUCATION

The League of Women Voters of Minnesota favors a limited number of school board bargaining strategy sessions which are closed to the public.(74%) The LWV-MN believes that teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiation process.(64%) The LWV-MN believes that part [redacted] of the bargaining law regarding negotiable items should remain as it is so that parties to the negotiations in each district determine for themselves which items they consider negotiable; if necessary, the district court would make the final decision.(44) The LWV-Mn believes that arbitrators hearing teacher contracts should be required to know school law and procedures.(65%)

The LWV-Mn believes that Minnesota's tenure laws (125.12 and 125.17) should be amended to require periodic review and evaluation of tenured teachers' performance, leading to remedial help when indicated.(74%) The LWV-MN believes that the probationary period for Continuing Contract (125.17) should be lengthened.(64% of Cont' Contract LWV 2.2 exc Mpls + St Paul)

The LWV-MN believes that dismissal procedures due to reduction of positions should include factors in addition to order of employment when determining staff reductions.(98%; 184 yes, 20 no) The LWV-MN believes that recent teaching experience in the filed of certification,(65%) program needs of the district and special expertise of the inidividual faculty member should be included in seniority dismissal procedures.(67%)

Expanded form could include

The LWV-Mn does not favor either the removal of the right to bargain collectively or the extension of the right to strike. In general the LWV believes that the public is adequately represented now by the school board in the negotiation process; that neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.

The LWV does not think that the tenure law should be abolished; the probationary period eliminated; nor should fair dismissal procedures be negotiated, rather than set by state law.

Future lobbyists should note that LWV members would not oppose adding factors such as age and experience balance (59.8%) and job performance (32%) to seniority dismissal procedures. LWV members would oppose mandatory negotiation of seniority dismissal procedures. 52% of Mpls and t. Paul favored including affirmative action in seniority dismissal procedures.

The Dispatch
8 C Fri., April 15, 1977

We shall strive to report the news accurately and fairly and will express opinion leaving no doubt as to our position.

Strange relationship

A modest effort to make public officials and public employes accept the consequences of their contract bargaining was quickly put down in a legislative committee this week. No one wanted it.

President David Roe, "strange" and "punitive."

What is "strange" is the relationship of public employes to their employers — the taxpayers — and what is "punitive" is the

Partially Scanned Material

Version 3
March 18, 2019

Comments from Consensus Questionnaire

RB St Paul thought Consensus was too long

1. a. 7/34 felt this law should be left to individual district to interpret

1 b. include class size & curriculum (1)

c. - restrict class size, way day is structured, organization of building usage
- restrict negotiations to exclude class size, student contact days etc. in order to protect public interest when a naive school board "gives away" managerial rights.

2a. question whether any public employee should have right to strike, since they have secure jobs, good wages, & retirement benefits - should be a little trade-off for this security

b. - some thought time limits should be set - cut off dates for bargaining

c. - In unit of 8 (St. Peter) question was answered with understanding that this option meant no right to strike.

- Party requesting arbitration should bear greater % of cost.

- If it goes into school year, interest must be paid on back salary increments

- Question at what point of negotiation, must both agree to arbitration. - if changed.

e. Impose time limit on negotiations
- some said 2 mos. before it goes to arbitration. ∴ keep out of school time.
- If both parties agree to arbitration after negotiations - (from April 1 → June 15) then decision shld be final & binding on both.

3 a. - 6 out of 37 would substitute "should be" for "is"
- 8 out of 37 would add idealistically
- 7 out of 37 believe members do not represent public

b. - dates should be published
- meetings should be held on a regular basis
meetings should be posted - even if closed sometimes. (St. Paul Unit)
- if statement read "cld be" instead of "is" informed Unit would have agreed 44/54 inst. of 15/54

c. * some thought periodic summaries of major unresolved issues should be published
- print should be large enough so everyone can read it
* - publish summary of main points or changed positions
* - many units agreed with this point.

d. - some thought it should read "encouraged" instead of "required"
- committee should be representative of the area.

e. - 1 adult should represent welfare of students
- some couldn't answer question until they knew how committee would be set up.
- how would parent be selected?
- what difference would that 1 person make?

3 f. - public hearings should be held before final arbitration
- Board should not be limited in # of closed sessions
- should be taped to ensure no other business is conducted.
- should be per alday if other business is discussed.
- 11/37 in 1 unit agreed but didn't know how it would comply with open meeting law.

g. - Negotiators should be required to publish time and place of meeting in major newspapers.
- Teacher bargaining units & School Boards should be required to make available first offers & all subsequent written offers during the negotiating process.
- 12/38 wanted an open forum at which teachers and school board could receive public input.
- one indiv. felt that all teachers are not adequately represented in the bargaining process since one teacher agent represents both teacher organizations - wished for a return to a system of proportional representation.

4. d. - 3 units wanted to combine b + c
- 1 comment - no permanent panels
- 2 separate units commented that arbitrators should have knowledge of school budget finances
- arbitrators should have knowledge of district and implications of decisions
- should have more arbitrators than at the present time
- should have special training by Bar Board for arbitrators in public sector
- licensed in fields they serve in
- should be tested before certification granted.
- School Board & teachers should agree on items of certification
- 7/22 thought arbitrator should be a Minnesota resident
  2/22 " " " " Midwest "
  2/22 " " " " out-of-state "
- 1 unit of 12 was against a permanent state appointed pool of arbitrators

5. decide on item by item - not package deal (made by 2 separate units)
- 10/34 were undecided because they thought the question was ambiguous.
- Some issues should be retrievable.
- 5/7 said to make both parties consider a compromise earlier - it's closer to real idea of arbitratn.

6 a. Edina - some voted to abolish tenure but implement periodic review & eval.

c. - indiv. felt that teachers should undergo a period of internship under the guidance of experienced teacher.

2. Many agreed - probationary period should be uniform statewide.
- suggested time for probation ranged from 2 - 3 - 4 - 5 years.

4. - 8/8 - wanted to see criterion for periodic review & eval. done district-by-district - not sent out by state office
Expressed by 2 units
7/7 - wanted standardized grounds for dismissal throughout state
- Some wanted renewable tenure at specific intervals (5 years was 1 suggestion)
- Periodic review should be done by person outside district.
- Evaluation should be by peers, dept. head, parent & students (or parent & students only)
- 2 units Administrators should not be tenured
- Probationary teachers should be given a written statement

- NB Wingra thought term "remedial" was more basic than help teacher who had passed probation would require

7. - combine seniority and job performance
- define "recent" in #3 - shld be defined in each district's contract
- Job performance - consideration of the most recent evaluation.
- law should be standardized so that terms for continuing contract districts apply also to 1st class cities
- provide initiative for early retirement
- skills evaluation by consumer, supervisor, peer & self
- lottery system - merit pay - regional planning
- transfer between districts
- quota system regarding age should be avoided
- shared salary teaching for age/experience + balance to enable both young + experienced teachers to share 1 job - each ½ time - average salaries - wld be lower than for 1 experienced teacher.
- systematic rotation of buildings, grades, subjects
- Job performance shld be defined by a combination of minimum state standards + local district additions
- Eval. using #1-6 + assign points for each Teacher with most points - stay on.
- 7/34 said factors shld be included in order of NBaice < job perf. teaching experience program needs
+ then seniority dismissal

League of Women Voters of Minneapolis
1200 Second Avenue South 55403

For November 1977 Unit Study
Res. Chn.: Mary Anderson, 935-8938

CONSENSUS: COLLECTIVE BARGAINING AND TENURE IN EDUCATION

Please fill out and return to the LWV office by the DEADLINE: November 30, 1977

Unit Number ____ Number of members in unit ____ Number of members present 305

Unit Resource Person 27 units participating Phone ____

* * * * * * * * * * * * * * *

Please record number of members voting on each question.

1. Should the bargaining law be changed as to which items are negotiable?
   a. No. (The law should remain as is so that each district determines for itself which areas it considers negotiable with the district court making the final determination.) — 165
   b. Yes. (The law should broaden the items considered negotiable.) — 85
   c. Yes. (The law should restrict certain items from negotiation.) — 18
   d. Undecided. — 29

2. What is your unit's consensus regarding the settlement of contract disputes? (Vote for only one)
   a. Return to a situation in which the school board makes the final decision (there is no right to strike and no arbitration). — 6
   b. Retain the present system (school board may reject arbitration, and if so, teachers may strike). — 79
   c. Compulsory arbitration (if either party requests, both must enter arbitration, and the decision is binding on both). — 204
   d. Grant teachers the right to strike over contract matters. — 3

3. Should there be requirements concerning the qualifications of arbitrators for school negotiations? (If vote no vote once (a). If vote yes vote for any combination of b, c, or d.)
   a. No, the present system is adequate and should be retained. — 73
   b. Yes, arbitrators should be licensed. — 73
   c. Yes, arbitrators should be required to know school law and procedures. — 202
   d. Other changes (specify) — 17
   e. Undecided. — 13

	Yes	No	Undecided
4. Should the school boards and teacher bargaining units be required to submit a "last best offer" on which the arbitration panel would rule?	94	124	74

5. What is your unit's consensus regarding the role of the public in the negotiation process? (You may vote for more than one)

	Agree	Disagree	Undecided
a. The public is adequately represented now by the school board.	152	101	48
b. The public is adequately informed because they may attend open meetings of negotiations until closed by the Director of Mediation Services.	116	146	22
c. Teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiating process.	178	78	27

(over)

5. (continued)

	Agree	Disagree	Undecided
d. School boards should be required to establish a (parent/community) advisory committee on contract negotiations.	62	211	19
e. A parent/community advisory committee representative should be appointed to serve on the negotiating team.	33	231	27
f. The school board should have the right to a limited number of strategy sessions which are closed to the public.	219	61	12

6. What is your unit's consensus regarding Minnesota's tenure law? (Choose a, b, c or d. If you choose c, indicate your choice(s).)

a. It should be retained as is.	42
b. It should be abolished.	36
c. The following change(s) should be made:	
1) Fair dismissal procedures should be negotiated (i.e., tenure should be set by master contract and not by law).	26
2) The probationary period should be lengthened.	107
3) The probationary period should be eliminated.	2
4) Require periodic review and evaluation of teacher performance, leading to remedial help when indicated.	215
d. Undecided.	13

7. What is your unit's consensus regarding dismissal procedures due to reduction of positions? The law presently states: a) in continuing contract districts -- "Teachers...shall be placed on unrequested leave of absence in fields in which they are certified in the inverse order in which they were employed by the school district." b) in 1st class cities -- "In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed."

If you want to retain seniority, vote once for letter a.
If you want to change, any combinations of b. and c.
If you want to answer differently, attach a separate sheet explaining.

	Yes	No
a. Retain seniority dismissal as it is now.	40	133
b. Make procedures for reducing staff a <u>mandatory</u> subject for negotiation.	70	119
c. Should the law be amended to include factors other than order of employment when determining staff reductions?	216	5

If yes, which of the following possible factors would you favor including?

1) Job performance (defined by state criteria)	77
2) Job performance (definition negotiated by district's contract)	89
3) Recent teaching experience in field of certification	230
4) Program needs of the district, special expertise, etc.	236
5) Affirmative action programs (only for 1st class cities -- already included for continuing contract)	161
6) Age and experience balance	118
7) Other (specify)	10 units had Other suggestion

MEPH

TENURE AND PUBLIC EMPLOYEE BARGAINING IN EDUCATION

Consensus Questions

RETURN one copy to the state office (LWVMN, 555 Wabasha, St. Paul, MN 55102) BY DECEMBER 23, 1977. Retain the second copy for your files.

LWV of _____

Total # of Members 81 # of Members Participating 41/43

* *

Please record the number of members who agree with each answer.

1. Should the bargaining law be changed as to which items are negotiable?
   a. No. (The law should remain as is so that each district determines for itself which areas it considers negotiable with the district court making the final determination.) 34
   b. Yes. (The law should broaden the items considered negotiable.) 0
   c. Yes. (The law should restrict certain items from negotiation.) 1
   d. Undecided. 4

2. What is your unit's consensus regarding the settlement of contract disputes?
   a. Return to a situation in which the school board makes the final decision (there is no right to strike and no arbitration). 0
   b. Retain the present system (school board may reject arbitration, and if so, teachers may strike). 19
   c. Compulsory arbitration (if either party requests, both must enter arbitration, and the decision is binding on both). 21
   d. Grant teachers the right to strike over contract matters. 1

3. What is your unit's consensus regarding the role of the public in the negotiation process?

	Agree	Disagree	Undecided
a. The public is adequately represented now by the school board.	26	5	8
b. The public is adequately informed because they may attend open meetings of negotiations until closed by the Director of Mediation Services.	7	29	4
c. Teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiating process.	17/23	15	3
d. School boards should be required to establish a (parent/community) advisory committee on contract negotiations.	4	27	10
e. A parent/community advisory committee representative should be appointed to serve on the negotiating team.	0	35	6
f. The school board should have the right to a limited number of strategy sessions which are closed to the public.	30	6	4
g public referendum	3	8	0

Consensus Questions, Tenure and Public Employee Bargaining in Education - continued

4. Should there be requirements concerning the qualifications of arbitrators for school negotiations?
   a. No, the present system is adequate and should be retained. 2
   b. Yes, arbitrators should be licensed. 9
   c. Yes, arbitrators should be required to know school law and procedures. 21
   d. Other changes (specify) 10
   e. Undecided

	Yes	No	Undecided
5. Should the school boards and teacher bargaining units be required to submit a "last best offer" on which the arbitration panel would rule?	8	13	17

6. What is your unit's consensus regarding Minnesota's tenure law? (Choose a, b, c or d. If you choose c, indicate your choice(s).)
   a. It should be retained as is. 0
   b. It should be abolished. 5
   c. The following change(s) should be made:
      1) Fair dismissal procedures should be negotiated (i.e. tenure should be set by master contract and not by law). 8
      2) The probationary period should be lengthened. 19
      3) The probationary period should be eliminated. 0
      4) Require periodic review and evaluation of teacher performance, leading to remedial help when indicated. 32
   d. Undecided. 0

7. What is your unit's consensus regarding dismissal procedures due to reduction of positions? The law presently states: a) in continuing contract districts -- "Teachers.....shall be placed on unrequested leave of absence in fields in which they are certified in the inverse order in which they were employed by the school district." b) in 1st class cities -- "In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed."
   a. Retain seniority dismissal as it is now. 0
   b. Make procedures for reducing staff a mandatory subject for negotiation. 0
   c. Should the law be amended to include factors other than order of employment when determining staff reductions? Yes 41 No 0

      If yes, which of the following possible factors would you favor including?
      1) Job performance (defined by state criteria) 6
      2) Job performance (definition negotiated by district's contract) 10
      3) Recent teaching experience in field of certification 38
      4) Program needs of the district, special expertise, etc. 35
      5) Affirmative action programs (only for 1st class cities -- already included for continuing contract) -
      6) Age and experience balance 2
      7) Other (specify) 5

This consensus was approved at our Board meeting held on _____

_____
Signed

_____

WRITTEN COMMENTS

Question # 1

- We believe that the question of seniority transfers from one district to another should not be subject to negotiations but mandated to encourage transfer by those people who have accumulated a # of years.
- At the legislative level, the negotiable item of class size should be determined and at the district level, final determination should be made.

Question # 2

- Compulsory arbitration required if arbitrator is fair.

Question # 3

- Have some industrial relations training.
- Feel they should know labor law.
- Feel 10 days is too short.
- Feel that arbitrators should be varied.
- Better ways to select them.
- How do arbitrators get on the list?
- Other changes - training.
- Not enough info about who gets on the list.
- Submit more than 7 names.
- Specify requirements for arbitrators such as State Department of Labor.
- Professional arbitrators.
- Arbitrators must be trained people.

Question # 4

- Have best offer in secret until necessary to negotiate.
- Advantage: force settlement between themselves instead of win lose proposition.
- Arbitrator required to choose one or the other - no compromise.

Question # 5

- Negotiations neetings dates and places should be publically posted or published.
- PTA representative on negotiations team would represent educational objectives.
- Public not adequately informed of neetings.
- Why press coverage of negotiations non-existant?
- School Board does have advisory committee related to contract negotiations-done thru finance advisory committee.
- Parents would be appointed to serve on which team?
- Eleven members felt Teacher and Board should be required to publish only first offers.
- The public is adequately represented by Board if elected to represent a specified area and not at-large as currently done.
- Troubled by ward "publish" - how would this be done? Would it slow down the process
- Twelve felt #5b was worded wrong.
- Publication of neeting time.
- Public not adequately represented because notices are not given.

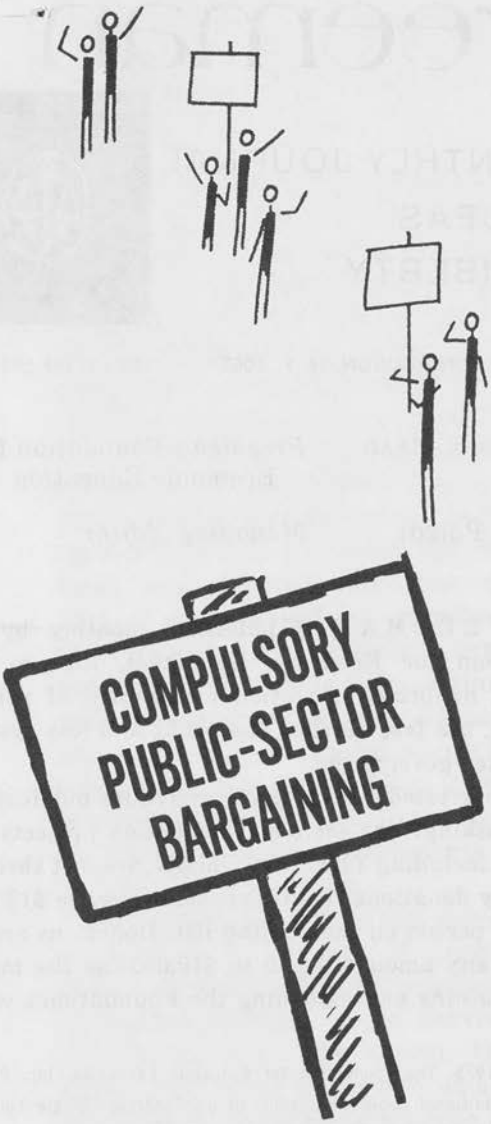
- Eight feel written offers should be published in press.
- Twenty feel should be published in major newspapers.

Question #6

- Add 5th change - 12 favor immediate arbitration of dismissal between Board and Teacher.
- Periodic review should be for tenured as well as non-tenured.
- Given remedial help or dismissed - same comment on 2 different forms.
- Evaluation by principal.
- Continuing review in probationary period and after.
- Tenure should be reviewed each time a teacher moves (10 agree with this).
- Should be panel of evaluators - administration, parents, pupils, other teachers.
- Probationary period should be lengthened to 3 years.
- Review should be done by principal as ongoing supervisory duty.
- Fourteen want renewal of tenure.
- Fair dismissal procedures should apply to probationary period.
- Peer, parent, and student should evaluate teacher.
- Review by whom? Should include peer review.
- Who would evaluate?
- Evaluation process should be instituted.

Question # 7

- Retiring at 54, 57, and 60 etc. with incentives such as medical and pension coverage plus 1/4 salary.
- Incentives for new districts to hire other than just young new teachers (ie. High experience teachers for pupils benefit as well as young teachers.
- Big discussion on the lack of management skills on part of building principals. Some principals ask teachers to fill in probationary evaluation on self - others said principal never set foot inside her classroom in 2 years.
- Would like to see procedures implemented that would encourage:
  1. Unpaid leaves of absence without loss of tenure.
  2. Teacher mobility - ie. to encourage teachers to explore other opportunities vocationally or expand themselves.
- Require school districts to allow teachers wanting to share a job to do so.
- Can't mandate seniority in negotiations.
- Should be some nethod for evaluating teacher competance.
- Many of the problems of teacher tenure are a direct result of lack of administrative evaluative ability.
- Peer evaluation of tenured teachers with constructive criticism if necessary - peer review boards; establish tenure committees; establish administration evaluation.
- Retirement - amend the pension law to allow teachers to retire earlier than 65. (9 responses)
- Retirement - amend the pension law to allow teachers to retire later than 65. (5 responses)
- Agressive management.
- Minimum state job performance requirement that district could exceed.
- There is a lot of difficulty with #6. In a sense it invalidates #3,4,&5.
- Two felt if teachers are to be dismissed, use a "seniority bracket" system- one person from each bracket - 0 to 8 years experience; 9-16 years; 17-25 years; and 26 and beyond.



The Dissolution of Social Order

by Professor S. Petro

Partially Scanned Material

Version 3
March 18, 2019

PUBLIC SERVICE RESEARCH COUNCIL

Suite 430 • 8320 Old Courthouse Road • Vienna, Virginia 22180 • (703)790-0700

October 20, 1976

Ms. Jerry Jenkins
President
League of Women Voters of Minnesota
2252 Folwell
St. Paul, Minnesota 55108

Dear Ms. Jenkins:

I would like to introduce you to our organization, Public Service Research Council. We are a 3 year old organization representing over 500,000 supporters nationally. Our sole concern is unionism in the public sector and its impact on the governmental decision-making process. PSRC believes that this issue is of paramount interest to voters both nationally and locally.

We are aware of the League's concern to keep its members and the public educated about important issues. I have enclosed two brochures for you to read and use as research tools. If any leagues in Minnesota are engaged in a public sector union study, or have other concerns about this issue, please contact us for more information.

We would like to send information to your local presidents, and hope you will be able to provide a list of their names and addresses. } H H. answer

PSRC provides speakers as part of its educational program. This might be an excellent topic for your state convention next year. If you would like more information, please let me know.

Thank you for your attention.

Yours sincerely,

Margaret Shields

Margaret Shields

Enclosures (2)

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - February 1978

SUGGESTED POSITION STATEMENT ON TENURE AND COLLECTIVE BARGAINING IN EDUCATION --

The League of Women Voters of Minnesota favors a limited number of school board bargaining strategy sessions which are closed to the public (74%). The LWVMN believes that teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiation process (64%). The LWVMN believes that part of the bargaining law regarding negotiable items should remain as it is so that parties to the negotiations in each district determine for themselves which items they consider negotiable; if necessary, the district court would make the final decision (64%). The LWVMN believes that arbitrators hearing teacher contracts should be required to know school law and procedures (65%).

The LWVMN believes that Minnesota's tenure laws (125.12 and 125.17) should be amended to require periodic review and evaluation of tenured teachers' performance, leading to remedial help when indiciated (74%). The LWVMN believes that the probationary period for Continuing Contract (125.17) should be lengthened (64% of Continuing Contract LWVs, i.e. excluding Minneapolis and St. Paul).

The LWVMN believes that dismissal procedures due to reduction of positions should include factors in addition to order of employment when determing staff reductions (98%; 1036 yes, 20 no). The LWVMN believes that recent teaching experience in the field of certification (65%), program needs of the district and special expertise of the individual faculty members (67%) should be included in seniority dismissal procedures.

Expanded form could include

The LWVMN does not favor either the removal of the right to bargain collectively or the extension of the right to strike. In general, the LWVMN believes that the public is adequately represented now by the school board in the negotiation process; that neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.

The LWVMN does not think that the tenure law should be abolished; the probationary period eliminated; nor should fair dismissal procedures be negotiated, rather than set by law.

Future lobbyists should note that LWVMN members would not oppose adding factors such as age and experience balance (57.8%) and job performance (52%) to seniority dismissal procedures. LWVMN members would oppose mandatory negotiation of seniority dismissal procedures. 52% of Minneapolis and St. Paul favored including affirmative action in seniority dismissal procedures.

cases, the membership overhwelmingly disagreed, and so the statement was set in positive language -- "...the LWVMN believes...that neither parent-community advisory committees nor representatives on the negotiating team should be required by the state."

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - February 1978

STATEMENT OF POSITION OF TENURE AND COLLECTIVE BARGAINING IN EDUCATION

LWVMN Position - SUPPORT OF IMPROVEMENTS IN THE COLLECTIVE BARGAINING AND TENURE LAWS OF THE STATE.

Details:

* Support of collective bargaining for teachers, with changes in Minnesota's collective bargaining law to
  - require that teacher bargaining agents and school boards publish first offers and all subsequent written offers during the negotiations.
  - require that arbitrators hearing teacher contracts know school law and procedures.
  - allow a limited number of school board bargaining strategy sessions which are closed to the public.

* Support of the present bargaining law provision which allows parties to the negotiations in each district to determine for themselves which items they consider negotiable. If necessary, the district court would make the final decision.

* Support of the school board as the representative of the public in the negotiation process. Neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.

* LWVMN does not support extension of the right to strike.

* Support of Tenure/Continuing Contract laws for teachers, with changes in the current state law to:
  - require periodic review and evaluation of tenured teachers' performance, leading to remedial help when indicated.
  - retain teacher probationary periods, but lengthen the probation period of Continuing Contract teachers. (Continuing Contract does not apply to first class cities.)
  - require school boards to consider factors in addition to order of employment when they must make staff discmissals due to reduction of positions. Such factors include recent teaching experience in the field of certification, program needs of the district, and special expertise of the individual faculty member.

* Opposes mandatory negotiation of procedures for reducing staff.

* Support for retention of state laws defining fair dismissal procedures. (1978)

Retention of the present system, only 42%. The other 9% favored repeal of PERRA or ~~[illegible]~~ Extension of the right to strike. No consensus was reached regarding last-best-offer--48% opposed it, 31% favored it; 19% were undecided.

Other non-consensus items included: the open mtg. law adequately informs the public on contract nego-tiations--59%; ~~[illegible]~~ criteria for ~~[illegible]~~ staff dismissals due to reduction of positions, job performance in some form--52%; age & Experienced balanced 58%; affirmative action programs--first class cities agreed 52% -- continuing contract, too small to be meaningful.

STATE BOARD MEETING

Tuesday, February 14, 1978 - 9:30 a.m.
State Office - 555 Wabasha

Do NOT bring your bag - LUNCH is being PROVIDED

6075
17 4446
$27.521

9:29 Determination of quorum and call to order

Mins.
5 Minutes of the January 10, 1978, State Board meeting* - Dunn
5 Treasurer's Report* - Hall
Revision of Agenda

ACTION

5 Jones' resignation - Borg
30 Recommendations to LWVUS - Board — approval of lobbyist
30 Education Consensus - Shaw
15 Council Agenda - Cushing
Smokers' Break - 11:00, if on schedule
20 Budget and PMP - Bergeson and Hall
15 Campaign Financing bills - Buffington
10 Action Research Workshops - Waldo

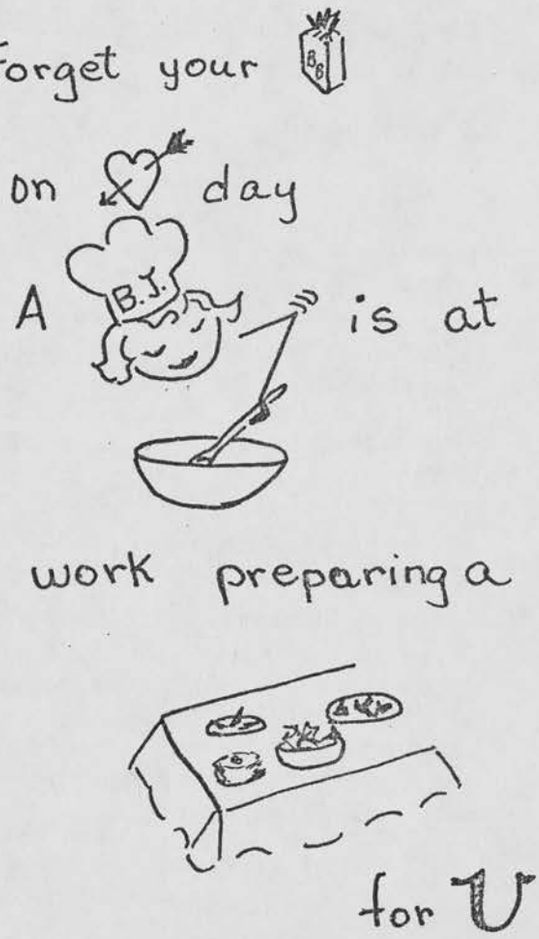
DISCUSSION

20 ERA Fundraiser - Kahlenberg — Luncheon
? Lunch break - 12:05, if on schedule
20 Energy Grant Report - Post and Poppleton
20 Leadership Workshops - Cushing — 2 & 3
10 Local LWV Bylaws - Cushing
30 Goals/Plans Review - Board

INFORMATION

10 Action Report - Berkwitz
Smokers' break - 2:30, if on schedule
5 CI/VS Report - Waldo — Schmitz
5 Library Liaison - Borg
5 Hennepin County LWVs liaison - Borg
5 Voucher forms - Herb
2 Telephone credit card - Herb
8 Service to Local LWVs report - Cushing, Thompson
Adjourn - 3:00 p.m., if on schedule

* Mailed earlier; bring with you to the meeting.



UPCOMING EVENTS:

February 15 - Focus - 9:30 - Soul's Harbor+
22 - Federal Funding, CMAL - 9:30 - Met Council
23 - Capitol Letter material deadline+
24 - Board Memo and Capitol Letter mailed+
March 2 - CMAL Board meeting - 9:30 - state office (s.o.)
2 - Nominating Committee - 11:00 - s.o.
3 - Library Committee meeting - 10:00 a.m. - s.o.
7 - Action Committee - 9:30 - s.o.
8 - Criminal Justice Committee - 11:30 - s.o.
13 - (?) - CMAL Study Committee - 9:30 - s.o.
14 - State Board meeting - 9:29 - s.o.
15 - Focus - 9:30 - Minneapolis YWCA

Reminders: +State Board members should make workshop reservation just like everyone else. Please and thank you.
+As you have noted, both the Board Memo and Capitol Letter (about 2003 envelopes worth) are scheduled to be processed through the office the week

of February 20. It would really facilitate matters, smooth the work flow, reduce ulcers and negate nervous breakdowns, if we could start the Memo early. Therefore, please have all Memo material into the office by 9:00 a.m. on February 16. Material received later may not be included. THANK YOU.

Helene and Hal Borg take off for Tunisia on February 15 and return to Minneapolis on March 31. Jean Reeves will be "head honcho" during that period. Please remember to keep the office apprised of your schedules - it makes life a heck of a lot easier.

ACTION

1. Minutes: motion: dispense with reading of the January 10, 1978, state Board meeting.
motion: approve the minutes of the January 10 meeting as circulated.

2. Treasurer's Report: to be filed for audit.

REVISION OF AGENDA

3. Resignation: motion: accept, with deepest regret, the resignation of Barbara Jones, as a Director of the LWVMN effective as of state Council.

Background Information

"It is not that I wish to make work for the nominating committee, of which, ironically, I am a member; but I feel the time has come for me to submit my resignation from the state board of the LWV of Minnesota, effective as of State Council meeting. I have completed nine years on the board and would now like to take up other challenges and make way for new ideas, enthusiasms and a different perspective on the local program portfolio. This position should not be difficult to fill, expecially since it lends itself well to someone from a non-metro league. This board, its members and work, have meant a great deal to me. My regret has always been that there is not more time to become closer friends with women I like, admire, and respect so much. I shall miss the people very much and know I will wonder what is going on at the 'state level.' But, I have thought about this for some time, and I believe my decision is a wise one."

4. Recommendations: motion: none

Background Information

On page 4 of last month's agenda, Information #4 said: "Please have your written recommendations ready to be included with the February agenda." None has been received. The inquiry is: "If your state...Board has any suggestions for changes or improvements in policies, procedures and services of the national Board, please describe, give reasons."

5. Education: motion: approve the position statement on Tenure and Collective Bargaining in Education as attached (blue).

Background Information

Leagues participating: 49 Members participating: ~~1408~~ 1455 ~~(a few may still come in)~~
The committee did not include items in the consensus with less than a 64% agree. There seemed to be a definite break at that figure with other majorities falling to 57, 58, or 59%. ~~In the "expanded form" we did include~~ some statements which indicate both directly and indirectly what the membership either did not favor or opposed. For example, since only 23 people voted for the removal of collective bargaining and only 23 voted for the extension of the right to strike, we included the statement that "the LWVMN does not favor either the removal of the right to bargain collectively or the extension of the right to strike." This was an indirect interpretation in that we did not ask the membership directly if they opposed these items, and therefore, the "does not favor" rather than "opposes" wording. On the parent-advisory committees and representatives on the negotiating team statement, we did ask directly whether they agreed or disagreed. In both cases, the membership overwhelmingly disagreed, and so the statement was set in positive language -- "~~...the LWVMN believes...that~~ neither parent-community advisory committees nor representatives on the negotiating team should be required by the state."

Consensus was not reached on how contract disputes should be settled. Requiring compulsory arbitration received only 49%, and

SUGGESTED REVISION OF SUGGESTED POSITION STATEMENT ON COLL. BARGAINING & TENURE

LWVMN Position -
SUPPORT OF IMPROVEMENTS IN THE COLLECTIVE BARGAINING AND TENURE LAWS OF THE STATE.

Details:

* Support of collective bargaining for teachers, with changes in Minnesota's collective bargaining law to
  3.- allow a limited number of school board bargaining strategy sessions which are closed to the public.
  1.- require that teacher bargaining agents and school boards publish first offers and all subsequent written offers during the negotiations.
  2.- require that arbitrators hearing teacher contracts know school law and procedures.
* Support of the present bargaining law provision which allows parties to the negotiations in each district to determine for themselves which items they consider negotiable. If necessary, the district court would make the final decision.
* Support of the school board as the representative of the public in the negotiation process. Neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.
* LWVMN does not support extension of the right to strike.
* Support of ~~tenure~~ continuing contract laws for teachers, with ~~the following~~ changes in the current state ~~tenure~~ law to:
  - require periodic review and evaluation of tenured teachers' performance, leading to remedial help when indicated.
  - retain teacher probationary periods, but lengthen the probation period of Continuing Contract teachers. (C.C. does not apply to first class cities) ~~(those outside Minneapolis and St. Paul).~~
  - require school boards to consider factors in addition to order of employment when they must make staff dismissals due to ~~declining enrollments~~ reduction of positions. Such factors include recent teaching experience in the field of certification, program needs of the district, and special expertise of the individual faculty member.
*Support for retention of state laws defining fair dismissal procedures. ~~Such procedures should not be subject to negotiation.~~ (1978)

* Opposes mandatory negotiation of procedures for reducing staff.

League of Women Voters of Minnesota, 555 Wabasha, St. Paul, MN 55102 - February 1978

SUGGESTED POSITION STATEMENT ON TENURE AND COLLECTIVE BARGAINING IN EDUCATION --

The League of Women Voters of Minnesota favors a limited number of school board bargaining strategy sessions which are closed to the public (74%). The LWVMN believes that teacher bargaining units and school boards should be required to publish first offers and all subsequent written offers during the negotiation process (64%). The LWVMN believes that part of the bargaining law regarding negotiable items should remain as it is so that parties to the negotiations in each district determine for themselves which items they consider negotiable; if necessary, the district court would make the final decision (64%). The LWVMN believes that arbitrators hearing teacher contracts should be required to know school law and procedures (65%).

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The LWVMN believes that dismissal procedures due to reduction of positions should include factors in addition to order of employment when determing staff reductions (98%; 1036 yes, 20 no). The LWVMN believes that recent teaching experience in the field of certification (65%), program needs of the district and special expertise of the individual faculty members (67%) should be included in seniority dismissal procedures.

Expanded form could include

The LWVMN does not favor either the removal of the right to bargain collectively or the extension of the right to strike. In general, the LWVMN believes that the public is adequately represented now by the school board in the negotiation process; that neither parent-community advisory committees nor representatives on the negotiating team should be required by the state.

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Future lobbyists should note that LWVMN members would not oppose adding factors such as age and experience balance (57.8%) and job performance (52%) to seniority dismissal procedures. LWVMN members would oppose mandatory negotiation of seniority dismissal procedures. 52% of Minneapolis and St. Paul favored including affirmative action in seniority dismissal procedures.

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The Elementary and Secondary Education Act of 1965 / Title I
by Milbrey Wallin McLaughlin

ANNE MARTIN 267 *Being With Children*
by Phillip Lopate

SUSAN KEYES 272 *The First Three Years of Life*
by Burton L. White

RALPH M. MILLER 275 *Tradition and Reform in the Teaching of English: A History*
by Arthur N. Applebee

EVERETT C. HUGHES 279 *Schoolteacher: A Sociological Study*
by Dan C. Lortie

281 NOTES ON CONTRIBUTORS

Community Representation in Teacher Collective Bargaining: Problems and Prospects [1]

CHARLES W. CHENG
Harvard University

In the past decade, the authority of school administrators and school boards has been called into question by members of two emerging groups—teachers' unions and advocates of community control. While both movements have received much attention, the relationship between them has gone largely unrecognized. Charles W. Cheng argues that collective bargaining between unions and school systems is creating an infrastructure of labor-relations experts who are removing decision-making power from both school boards and rank-and-file teachers; as enlargement of the scope of bargaining pulls more and more educational-policy decisions into the collective-bargaining arena, parents and communities are pushed further than ever from the educational power structure. Yet ways exist to include parents and communities in educational decision making without sacrificing the gains which teachers' unions have won. Challenging teachers to reexamine the policies their leaders have pursued, the author describes and assesses several strategies for opening up the bargaining process.

[1] This article is based on the author's book, *Altering Collective Bargaining: Citizen Participation in Educational Decision Making* (New York: Praeger Publishers, 1976).

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Version 3
March 18, 2019

League of Women Voters of California
942 Market Street, Suite 505, San Francisco 94102

October 1975
Publication #M7510/1
Price: 25¢

SUMMARY OF PROVISIONS OF THE NEW EDUCATIONAL EMPLOYMENT RELATIONS LAW SB160 (Rodda) THE RODDA ACT

The Rodda Act is not a "classic" collective bargining bill, but it contains many elements of the traditional collective bargining. The following summary contrasts the new law in some of its important operational aspects to the existing Winton Act which has heretofore governed school employer-employee relations.

1. The purpose of the bill is to improve personnel management and employer-employee relations in schools (K-14) by recognizing the right of employees to join organizations of their choice, and permitting them to select one employee organization as their exclusive representative. The law provides various methods for employee organizations to gain certification as the exclusive representative for a given unit of employees. A unit is a group of employees with a community of interest such as teachers, or classified, or nurses. The Winton Act does not permit exclusive representation by one employee organization, but rather provides for a representative council, the Certificated Employees Council (CEC), as the teachers' negotiating agent. Exclusive representation is a very important provision from the point of view of employee organizations, since they believe that the CEC representation technique was used as a means to "divide and conquer" the employee groups. Hard and bitter fights between the employee organizations to win representation elections and become the bargaining agent for all employees in the unit can be expected - especially between teachers' organizations. The Rodda Act does not permit management or employees in "confidential positions" (Those who have access to information relating to their employer-employee relations) to have an exclusive representative or to bargain with the Board of Education. A bargaining unit which includes all supervisory employees in a school district can be formed.

2. The Rodda Act permits organizational security which the Winton Act does not permit. Organizational security must be agreed to by both the employees and the school board to become operative. It is a negotiable item and can be in one of two forms:

   1) permits an employee either to join or not to join an organization, but once he joins, he must maintain his membership for the duration of the contract, or
   2) requires an employee to join the exclusive representative's organization or pay a service fee (equal to dues) to it during the life of the contract.

The law provides that the school board may require that an organizational security agreement be approved by a majority of employees in the unit to be effective and that it may be rescinded by a majority vote of employees in the unit. The Rodda Act, once an exclusive representative has been selected, provides for dues deduction only for the exclusive representative. The Winton Act provides for dues deduction for all employee organizations.

Thus, with the provisions for organizational security and dues deduction for the exclusive representatives only, it can be seen how exclusive representation will operate to strengthen the employee organization which wins the right to exclusive representation.

3. The Rodda Act establishes a three member board at the state level, appointed by the Governor, to administer the law and sets forth the powers and the duties of the board. The Winton Act has no such board and the sometimes haphazard operation of the Winton Act plus the necessity to go to the courts for rulings in all cases of differing interpretations was the major cause of employee dissatisfaction. The board will be called the Educational Employment Relations Board (EERB).

4. The Rodda Act calls for "meeting and negotiating" and defines this as "meeting, conferring, negotiating, discussing by the exclusive representatives and the public school employer in a good faith effort to reach agreement on matters within the scope of representation..." It permits a written contract between the employee organization (the exclusive representative) and the school board. The Winton Act does not stipulate "good faith" and does not permit a contract between an employee organization and the school board. The term "good faith" is interpreted historically in labor relations to denote evidence of an open and flexible attitude with the possibility of positions being modified. A written contract is more binding than the kinds of policies and agreements permitted in the Winton Act. To underscore the binding nature of the written contract, the Rodda Act permits binding arbitration on grievance disputes. Binding arbitration is the final settlement of a dispute by an impartial third party. A "grievance dispute" is one in which one party claims that the terms of an existing contract have been violated as distinguished from an "interest dispute" which is a disagreement over the terms and conditions of a contract being negotiated. Binding arbitration is not permitted in an interest dispute. The Winton Act permits, but does not require, school districts to establish grievance procedures. If districts do establish grievance procedures, final recourse is in the courts.

5. The Rodda Act defines the scope of representation (the matters which can be negotiated) as "limited to matters relating to wages, hours of employment, and other terms and conditions of employment. 'Terms and conditions of employment' means health and welfare benefits...leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security...and procedures for processing grievances.... In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks...All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating..." The Winton Act, as it has evolved in practice, has what would seem to be a broader scope in that it does not define "terms and conditions of employment". This is especially true with recent court decisions (San Juan/Yuba City cases) which seem to require that almost everything go to the meet and confer process. However, as with all complex legislation such as the Rodda Act, it can be expected that it will undergo court testing, and future legislative amending in order to clarify and determine its operational parameters in many areas.

6. The impasse procedures in the Rodda Act in interest disputes are similar to the Winton Act. Either side can declare impasse when they decide that further negotiations would be futile and a mediator must be brought in. If after mediation, a dispute is not resolved, either party may request factfinding. Factfinding consists of an investigation of the facts by a three member appointed committee. One member is appointed from each side. The Rodda Act provides for the selection of the third party, the chairman, by the EERB. The Winton Act requires that the two appointed members select the chairman, a procedure which has sometimes delayed the process due to the inability of the two opposing parties to agree. The factfinding

panel is charged with arriving at findings and recommendations for settlement and after thirty days the panel must make these known to the parties privately and then after ten more days the panel's findings must be made public if no settlement has been reached. However, the panel's findings and recommendations are advisory only and not binding. The significant difference from the Winton Act is that while it permits a factfinding panel to make recommendations if both parties agree to this, the Rodda Act requires recommendations to be made.

7. The Rodda Act defines unfair practices by both parties and empowers the EERB to regulate them. The Winton Act contains a brief statement regarding employee organization rights, but the only recourse is to the courts.

8. As in the Winton Act, the Rodda Act indicates that the employer has final decision-making power in all matters within the scope - but this is mitigated by the definition of meeting and negotiating and the provision for a binding contract.

9. The Rodda Act has the same provisions as the Winton Act regarding strikes - they are not explicitly permitted.

10. The timimg of the implementation of the Rodda Act is: January 1, 1976, the EERB is to be in operation; April 1, 1976, unit determinations and exclusive representation determinations are to take place; July 1, 1976, the Winton Act is repealed and all of SB160 becomes operative.

11. Public Accessibility under the Rodda Act. Public access is reduced in terms of the manner in which the Winton Act was supposed to operate legally, but in fact did not in most districts. The reduction comes basically from the elimination of the Ralph M. Brown Act (California Open Meeting Law) requirements for all school board meetings relating to all matters within the scope of representation unless the parties mutually agree otherwise. In other words, school boards will now be able to legally discuss all negotiating matters in executive sessions. (However, this is not so far from the way the Winton Act has actually operated in many school districts.) In addition, the Education Code requirements for notification of special meetings of school boards are waived if the meetings relate to matters within the scope of representation. It will probably take some "watchdogging" to insure that only those subjects within the scope of representation are dealt with in executive sessions. However, since the scope is reduced and clarified, it should become clearer what can, and what cannot, be considered a negotiating matter. Public access provisions are included in the Rodda Act and are patterned after AB4114 (Vasconcellos) 1974. These "Sunshine" provisions appear under Article 8, "Public Notice". They were sponsored by the League of Women Voters of California and are designed to provide some citizen accessibility to the negotiating issues. They provide the following:

> "3547. (a) All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.
>
> (b) Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

(c) After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

(d) New subjects of meeting and negotiating arising after the presentation of initial proposals shall be made public within 24 hours. If a vote is taken on such subject by the public school employer, the vote thereon by each member voting shall also be made public within 24 hours.

(e) The board may adopt regulations for the purpose of implementing this section, which are consistent with the intent of the section; namely that the public be informed of the issues that are being negotiated upon and have full opportunity to express their views on the issues to the public school employer, and to know of the positions of their elected representatives."

After one year of operation of AB4114, it should now be easier for school boards to develop policies and methods to accomplish the sunshine provisions. The language was changed somewhat from AB4114 to clarify the intent. In some districts, the same implementation methods as were used for AB4114 will serve well. In others which did not substantially implement the 4114 requirements, attention will now have to be given to developing a satisfactory mechanism for complying with the law. The EERB is permitted by the law to regulate these provisions, and if school districts do not voluntarily adopt satisfactory implementation, regulation by the EERB should be expected.

Chart for Comparison of Major Features of Winton Act and the Rodda Act

PROVISION	WINTON ACT	RODDA ACT
Representation	Certified Employees Council (CEC)	Exclusive representative if employees select an exclusive representative
Organizational Security	None	Can be negotiated
Dues Deduction	For any employee organization	For exclusive representative only
Administration	Recourse to the courts	EERB and the courts
Bargaining Process	Meet and confer. No contract with employee organizations	Meet and negotiate in "good faith". Permits contracts with employee organizations
Scope of Bargaining	All matters relating to employee conditions including "terms and conditions of employment" (more open)	Defines and limits the scope to specific areas (more limited)
Settlement of Grievance Disputes	In courts	Permits binding arbitration
Settlement of Interest Disputes (Impasse)	Mediation. Factfinding - third party on factfinding panel appointed by two disputing parties. Panel may make recommendations	Mediation. Factfinding - third party appointed by EERB. Factfinding panel must make recommendations
Strikes	Does not permit	Does not permit
Unfair practices	Limited definition. Recourse only to the courts.	Specific definitions. Recourse to the EERB
Final Decision-Making	Employer	Employer after "good faith" negotiations
Meetings	Subject to Ralph M. Brown Act (Open Meeting Law)	Ralph M. Brown Act inoperative for all negotiating matters
Public Accessibility	Presentation of initial proposals in public, public response, new subjects and votes within 24 hours	Presentation of initial proposals in public, public response at school board meeting, new subjects within 24 hours, EERB may adopt policies to administer

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February 1976
Publication #M762/1
Price: 25¢

REPORT ON THE RODDA ACT #1

With the passage of SB 160, the Rodda Act, collective bargaining in education - kindergarten to community college levels - has become law in California. The League of Women Voters of California will issue reports on its implementation as new information becomes available. Although the League has no position on collective bargaining as an employer-employee process, the League supports citizen access to the negotiating issues. (For background, see "Summary of Provisions of the New Educational Employment Relations Law", LWVC, October 1975, Publication #M7510/1, 25¢. Also obtain a copy of the law.)

The law will go into operation in three stages. The first stage was completed January 23, 1976 when Governor Brown appointed the three member Educational Employment Relations Board (EERB), which will administer the law. Appointed to the EERB were: Reginald H. Alleyne, Jr., Chairman, Professor of Law, U.C.L.A., who specializes in public sector labor relations; Jerilou Cossack, Los Angeles, Supervising Examiner for the National Labor Relations Board; Ray Gonzales, Sacramento, former Assemblyman and college professor from Bakersfield.

The second stage will go into operation April 1, 1976 when employee organizations can apply to become the exclusive representative of employees. The Rodda Act will replace the existing Winton Act and will become fully operational on July 1, 1976.

Public Access

This is the public access "sunshine" provision of the law which was sponsored by the League of Women Voters of California. It is very similar to AB 4114 (Vasconcellos, 1974). The purpose of this provision is to provide the following:

1. that the public is informed about which subjects will be discussed and the positions taken on them by the employee organizations and the school board. ("All initial proposals within the scope of representation must be presented at a public meeting of the employer and be made part of the public records".*)
2. that before negotiations begin the public is given the opoortunity at a school board meeting to express itself on the negotiating issues. ("Negotiations must be delayed for a reasonable time until the public has had an opportunity to express its views on the proposals at a meeting of the public school employer".*)
3. that the elected board's positions will be known so that the board can be accountable to the public. ("After the public has expressed its views, the employer is required to adopt its initial proposals at a public meeting. Any new subjects of negotiations must be made public within 24 hours. If the employer votes on a subject, each member's vote must also be made public within 24 hours".*)

*"Understanding the Rodda Act" by Paul Prasow, Associate Director, Institute of Industrial Relations, U.C.L.A., December 5, 1975.

Report on the Rodda Act #1

The Ralph M. Brown Open Meeting Law requires local governing bodies to meet in public. There were limited exceptions to the open meeting requirements under the Winton Act. The Rodda Act will expand school boards' authority to meet in executive sessions. The new law provides in Section 3549.1 that, unless the parties mutually agree otherwise, a school board will be able to meet without prior notice in executive session to negotiate with employees, to discuss its negotiating position and to instruct its designated representative on matters within the scope of negotiation. In addition, meetings of mediators, factfinders and arbitrators may take place in private. Final contracts, however, must be adopted at a public meeting by the school board.

The Public Notice requirements of the Rodda Act represent the minimum level of public access required by law. Nothing in the law limits the extent of public access which school boards may provide. Even the new exemptions from the Ralph M. Brown Act are permissive, since the Rodda Act provides that the parties may mutually agree to deal with each other on negotiating issues in public.

It is hoped that in implementing the public access provisions, school boards will see the value of providing the community with information and will develop techniques to do this meaningfully. Here are some suggestions for possible ways of implementing the Public Notice section at the local school district level. These suggestions are not legal requirements but are reasonable methods of implementing the legal requirements:

1. School boards which have adopted policy on implementing AB 4114 should review this policy to be sure it is appropriate for the Rodda Act.
2. Boards which have not adopted policy should be encouraged to do so. Having a policy will make operation of the section more efficient and more effective in meeting the purpose of its intent. Since the provisions are so similar to AB 4114, the same policy could apply both before and after July 1. Adoption of an implementing procedure is the board's responsibility, is not in the scope of negotiations and is <u>not negotiable</u>. Once adopted as policy, the procedure will remain in effect until changed by the board.
3. It would be a good idea for the board to appoint a committee with representatives from the community, employee organizations and administration to advise the board on the best ways to implement this section. In this way the board's decisions on implementation will be better understood and accepted by all parties.
4. It is important that a board carefully consider timing in implementing the Public Notice section. The Rodda Act leaves the timing up to local districts. All parties involved - employees, citizens and the board - should know well in advance when initial proposals are to be presented, when the public response is scheduled and when the board's initial proposal will be made. All should be included as regular agenda items with adequate notification to citizens and the press. The district should allow itself time to provide the public with information on budget and program implications of the initial proposals before the public response. Such information should be easily available to the public in printed form.
5. Initial proposals should be available to the public in printed form at schools, libraries, the district office and included in regular board meeting packets.
6. The press and organizations such as PTA, League, and community education groups should be notified as to how and when copies of all initial proposals and other material can be obtained.
7. Initial proposals by all parties should be specific. Mere mention of a subject to be discussed is not a proposal. According to legal opinion, the

precedent in Carlson v. Paradise Unified School District (1971) and the language in the Rodda Act "to enable the public to become informed and...to express itself regarding the proposal..." mean that proposals must be in sufficient detail to permit an intelligent response.

8. The 24 hour notification requirement for new negotiating subjects is intended to keep the public informed without disrupting the bargaining process. When subjects come up during negotiations which were not included in the initial proposals, there should be a procedure for making these public along with the school board members' vote on these matters if a vote is taken. A shift by either party in a previous position is not a new subject and notification of such changes in position is not required. Some suggestions for implementing the 24 hour notification requirement are: posting notices in designated locations such as district offices and schools, newspaper advertisements or notification of the press, negotiating "bulletins". It is a good idea to include this information in the packets for the next regular board meeting in addition to the immediate notification.
9. The public has no official voice at the bargaining table. However, a citizens committee can provide a valuable channel for communicating the public's point of view. One district has had success with a broadly representative citizens committee appointed by the board which advises the board on the content of its initial proposal and during negotiations, and which observes negotiations on a rotating basis. Members of this committee receive the same information as board members. A variation of such an ongoing committee would be a committee appointed before any proposals are made to apprise the board at a very early stage regarding the citizens' expectations. Such a committee could submit its proposals in writing to the board. It is important that these types of committees have reliable information upon which to base recommendations.
10. When the public evaluates initial proposals, it should keep in mind that some items are included by both negotiating parties as "trade-offs" and neither proposal is frozen in concrete. Flexibility and compromise are necessary ingredients of the collective bargaining process. But collective bargaining does not require compromise on any particular issue.
11. On the state level, the League will establish contact with the EERB so that we can advise citizens how to proceed if the public notice provisions of the Rodda Act are violated in local districts.

Scope

"Scope" defines the subjects which can be negotiated. Although the scope of negotiations is more limited in the Rodda Act than it was in the Winton Act, there is confusion over the language of the law. The law defines the scope in section 3543.2: "The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. 'Terms and conditions of employment' mean health and welfare benefits...leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security...and procedures for processing grievances...In Addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation."

Some teacher organizations are interpreting the words "matters relating to..." to mean that almost everything is included in the scope, and thus negotiable. However, unless the EERB rules otherwise, the position of the League of Women Voters is that the scope is limited to the matters specifically enumerated in section 3543.2. It is important for citizens to be aware that the subjects upon which certificated employee organizations can "consult" are in a different category from those which are negotiable. It is the League's position that anything outside the scope as defined is not a negotiable item, and is not included in the exemption from open meeting and notification of meeting requirements. Those subjects on which school boards "consult" with employee representatives must be discussed by the board of education only in open meetings which are subject to all of the rules and policies of regular open meetings. "Consult" is not the same as "negotiate" and should be handled very differently. Boards should adopt policy regarding how they intend to deal with these subjects. Such policy should provide for citizen access to the subject matter of "consult" items at an early stage.

Timing

Since the Rodda Act does not legally regulate the bargaining process until July 1, 1976, there may be confusion over negotiating prior to July 1. This is compounded by the fact that school districts must adopt final budgets before August 10. For most districts July 1 to August 9 is not long enough to complete negotiations, yet if they negotiate prior to July 1, they must legally operate under the Winton Act which differs in many ways from the Rodda Act. Therefore, negotiations prior to July 1 should be conducted with Rodda Act provisions clearly in mind. Districts will probably handle this problem by different methods depending on the district's relationship with its employee organizations.

Policies

Because the Winton Act was broader in scope than is the Rodda Act, many boards have over the years reached agreement with employee organizations on a wide range of subjects. These agreements have been incorporated into board policies. However, since the result of negotiations will now for the first time be a legally binding contract which can be changed only as a result of future "good faith" negotiations, it is important that these policies not be included in negotiations unless they fall under the scope of the Rodda Act. Contracts can be negotiated for a duration of up to three years. The League concurs with the advice given to school boards by Marty Morgenstern, the Governor's Director of Employee Relations, "Weigh every issue. If it's educational policy rather than a legitimate term or condition of employment, don't bargain on it. School boards and management must take the responsibility for making these decisions. Employee organizations may attempt to bargain on as many issues as possible. But management cannot bargain away the authority to determine the schools' educational policies."

It is important for board members to be aware of the implications of bargaining on issues outside the scope of the present law because they have been used to including such issues in their agreements. The difference between what is policy - which can be changed by the board in the future - and what is a contract provision - which can be changed only by future negotiations, must be clearly understood. School boards should not negotiate before July 1 on matters which do not belong in contracts after July 1. The first contract is crucial. It should be made clear during this round what is negotiable, and as such exempt from the Ralph M. Brown Open Meeting Law, and what is to remain as board policy and as such handled as a regular agenda item.

Exclusive Representation

Exclusive representation gives one employee organization the right to bargain for all employees in a bargaining unit. In some districts exclusive representation will be nearly automatic since there will be little or no competition among employee organizations. In other districts there will be vigorous competition between employee units and in such districts a representation election will be held to determine which organization the employees want to represent them at the bargaining table. Once an exclusive representative is selected - either by uncontested application or by election and EERB certification - no other organization can represent the employees in that unit in collective bargaining for the life of the contract.

Units

The first step in applying for exclusive representation is for the employee organization to define the bargaining unit, or classification of employees which it seeks to represent. All teachers must be in one unit. There cannot be more than one unit for supervisory employees. "Management" employees and employees in "confidential" positions cannot receive unit recognition or bargaining rights.

There are many questions about units. How large will units be? Will the teachers' unit also include all other certificated employees with the exception of management, supervisory and confidential, or will counselors, nurses, psychologists, etc. apply for separate unit recognition? Will department heads be included in the teachers' or the supervisory unit? Will all classified employees be in one unit, or will there be separate units for secretaries, gardeners, bus drivers, cafeteria workers, etc? The EERB will presumably adopt policies and set guidelines and there may be confusion in some districts. If the definition and makeup of a bargaining unit is disputed, the EERB must make the final decision. Unless EERB guidelines are clearly defined and well understood, it could be inundated with unit disputes which must be settled before exclusive representation questions can be settled. Before a district can know which organization it will be bargaining with, unit and/or exclusive representation disputes must be settled.

It would seem that the first year of implementing the Rodda Act will require patience and fortitude on the part of all concerned. It is hoped that all parties will keep in mind that the foremost goal of their activities should be to promote a quality educational system which meets the needs of those served by it.

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EDUCATIONAL BACKGROUND

1972-75	Harvard Graduate School of Education, Ed.D. in Education, Administrative Career Program Doctoral Thesis: "Altering the Collective Bargaining Structure in Public Education: Community Participation in Educational Decision Making"
1971-72	Antioch Graduate School of Education, Washington, D.C., M.Ed.
1962-63	Eastern Michigan University (summer session) (11 credit hours)
1960-61	University of California, Berkeley (11 credit hours)
1956-59	Eastern Michigan University, Ypsilanti, Michigan, B.S.
1955-56	Henry Ford Community College, Dearborn, Michigan
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Partially Redacted Material

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Version 2
December 24, 2019

OCCUPATIONAL BACKGROUND

1976-present	Assistant Professor, Urban Educational Policy and Planning, UCLA Graduate School of Education and Associate Director, Institute for Responsive Education
1975-76	Research Associate, Center for Urban Studies, Harvard Graduate School of Education and Research Staff Member, Joint Center of the Massachusetts Institute of Technology and Harvard University
1974-75	Research Assistant, Center for Urban Studies, Harvard Graduate School of Education
1973-74	Teaching fellow for course, "Ethnic Groups in American Life," Harvard University (Fall Term)
1967-72	Assistant to the President of the Washington Teachers' Union, Washington, D.C.
1966-67	Organizer, Michigan Federation of Teachers (Leave of absence during April 1967 to work in the Washington, D.C., Collective Bargaining Election)
1965-66	Campaign Coordinator for Collective Bargaining Election, Flint (Michigan) Federation of Teachers
1961-65	English-social studies-civics teacher, Washington Junior High, Jefferson Junior High, Pontiac, Michigan
1959-60	English-social studies teacher, Cherry Hill Junior High, Inkster, Michigan

PARTIAL SPEAKING/CONSULTANT ACTIVITIES

Conductor of series of workshops for Boston teachers on the "Chinese-American Experience" and "Multicultural Education," 1975-76

Speaker and consultant to conferences, community groups, and university classes regarding community participation in teacher negotiations, 1975-76

Keynote speaker, New Albany-Floyd County Consolidated School District (Indiana) Inservice Training Program, "Teacher Collective Bargaining: Promises and Pitfalls," February 28, 1975

Co-keynote address, Asian-American Program, Second International Conference on Bilingual-Bicultural Education, New York City, May 17, 1974

Consultant and speaker, 51st Annual Meeting National Council for the Social Studies, Denver, Colorado, "Changing Racism and Social Injustice," November 22, 23, 1971

Major speaker and consultant for teacher inservice training program, Highland Park School District, Highland Park, Michigan, "Accountability and Responsibility: What is the Teacher's Role?", May 14, 16, 1970

Consultant on techniques of bargaining and negotiations for Anacostia Community School Project, Washington, D.C., April 16, 1970

Harvard Summer Fellowship, Collective Negotiations Institute, July 1969

Consultant, Community Control Conference, Pittsburgh, Pennsylvania, sponsored by Mayor's Committee on Community Resources, December 1968

PARTIAL LIST OF COMMUNITY AND NATIONAL ACTIVITIES

Member, Task Force American Friends Service Committee, Boston Public Education Program, 1976

Member of Commission on Multicultural Education, National Association for Supervision and Curriculum Development, 1976

Member of National Advisory Board, Children's Multicultural TV Programming Project, WGBH Education Television, Boston, Massachusetts, 1975-76

Chairperson, Educational Committee, Chinese Culture and Education Center, Washington, D.C., 1970-72

Active member in the Community Control Movement for Schools, Washington, D.C.; developer of position for Washington Teachers' Union supporting community control, 1968-69

Chairperson, Southern Christian Leadership Conference, Freedom Schools, Poor Peoples' Campaign, Washington, D.C., 1968

Member, Executive Board, Metropolitan Detroit Branch, American Civil Liberties Union, 1963-64

Member, Education Committee, Oakland County NAACP, 1963-64

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