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ON ASPECTS OF SPECIAL EDUCATION IN MICHIGAN.

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THE PERCEIVED EFFECTS OF COLLECTIVE  
NEGOTIATIONS ON ASPECTS OF SPECIAL  
EDUCATION IN MICHIGAN

By

Carlton Cranmer Corey

A DISSERTATION

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1975

## ABSTRACT

### THE PERCEIVED EFFECTS OF COLLECTIVE NEGOTIATIONS ON ASPECTS OF SPECIAL EDUCATION IN MICHIGAN

By

Carlton Cranmer Corey

The purposes of this study were 1) to investigate and report material found in teacher-board contracts which appeared to have a direct effect on Special Education; 2) to investigate and report the perception of Special Education directors as to the effects of teacher-board contracts on the field of Special Education; and 3) to provide base line data relative to the above mentioned material during a period of time previous to the passage of the Mandatory Special Education Act in Michigan (PA 198 of 1971).

The problem to which this investigation addressed itself was the lack of information available which may be used as a basis for evaluating and improving teacher-board contracts relative to the field of Special Education.

The review of the literature focused on 1) a definition of collective negotiations, 2) the principles of collective negotiations, 3) negotiable topics, and 4) the effects of negotiations.

The study consists of two major portions. The first is an analysis of 68 teacher-board contracts from school districts in

Michigan who had local directors of special education during the 1969-70 school year. The second was a survey of these directors to gather their opinion concerning the effects of the collective negotiation process on their special education programs. Forty-nine responses were used as the data base. The study was descriptive and all data were organized to provide a concise and yet reasonably detailed picture of both the contracts and the directors' opinions.

The research questions to which this study addressed itself were:

1. What are the number and content of contract items pertaining to special education in the selected contracts?
2. What has been the extent of involvement of special education personnel in the negotiation process?
3. What are the perceived effects of the collective negotiation process on special education programs as reported by local directors of special education?
4. What changes in or additions to current contracts are seen by local directors as being needed and justifiable for the improvement of special education in their district?

Twenty-two findings are reported. Major findings were:

1. The majority of the districts paid a flat rate salary differential to all special education personnel.
2. The majority of contracts containing statements regarding the regular teachers' responsibility for students whom he/she felt were

in need of special help for physical, mental or emotional reasons.

3. The socially deviant or disruptive child dominates the descriptions of handicapped children in the contracts.
4. The contracts provided few guarantees for special education staff involvement in administrative processes, and committee planning processes relating to handicapped children.
5. Virtually all special education staff other than school psychologists were included in the bargaining unit.
6. Over one-half of the districts did not have special education staff on the teachers' negotiation team.

The following major conclusions were reached.

1. The vast majority of the special education staffs were covered by negotiated agreements.
2. The special education staffs were not adequately represented in the collective negotiation process.
3. There was little support found in the contracts for an integration of special education and regular students.
4. A number of contract items had a potentially detrimental effect on the educational programs for handicapped children.
5. Special education programs have not been notably affected by the collective negotiation process.
6. There was a lack of involvement of special education administrators in the collective negotiation process.

In Memory of my father

Will Herbert Corey  
who believed in people

## ACKNOWLEDGMENTS

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## CHAPTER I

### INTRODUCTION

Throughout the history of collective negotiations, primary emphasis has centered around a "balance of power" between an employer and an employee. As is pointed out elsewhere in this study, laws and agreements of many types have been written concerning working conditions, rights of employers and employees, and methods of developing these documents.

The process of collective negotiation in education has much in common with negotiations in other public and private institutions. Working conditions and salaries remain the primary concerns. Education is unique in that it is entrusted with a responsibility to its consumer, the student, unprecedented in any other labor situation, private or public.

In education, collective negotiations are conducted between teacher groups and boards of education. The pupil or his parents are seldom represented except through a member of the educational community, Either professional staff or a board member. Both the teacher groups and the boards have a commitment to the children and parents they serve. However, in some cases, this commitment may become endangered through the intervention of seemingly necessary political concerns.

Because of this possible conflict of interests, considerable concern has been expressed, regarding the long term effects of

collective negotiations on children. A description of these thoughts and feelings as found in the literature, is presented in Chapter II. The vast majority of material relative to the effects of collective negotiations is confined to the teachers and students in "regular education." It is the intent of this study to extend this field of investigation into "special education" programs which have been developed for handicapped students.

### Collective Negotiations from the Private to the Public Sector

The problems still faced by some public school systems in the area of collective negotiations are partially due to a lack of adequate legislation and guidelines. This situation is similar to that of private industry before 1935, when the National Labor Relations Act (Wagner Act) was ushered in by the New Deal. This act removed former restrictions placed on the employee unions and forbade employers from discriminating between union and non-union workers. "It made universal, for the first time, the basic rights of workers to organize and bargain collectively with employers" (Shils, & Whittier, 1968, p. 128).

The Taft-Hartley Act (Labor-Management Relations Act of 1947) provided a list of six practices which were deemed unfair if participated in by labor. It balanced out some of the strength the labor-unions had acquired by the passage of the Wagner Act and its amendments.

The Landrum-Griffin Act of 1959, was enacted to regulate the internal affairs of the unions themselves. "The need for greater

governmental regulation was based upon the unethical and undemocratic practices documented by the McClellan Committee" (Lieberman, 1966, p. 76). Some of the practices found by the McClellan Committee involved labor organization leaders receiving kickbacks, bribes, and other influences from employers.

All of the above legislation applied only to private employees who worked for companies that engaged in some type of interstate commerce. Therefore, not all employees in the private sector were involved. It is recognized, however, that the vast majority of employees worked for companies which did engage in some type of interstate commerce.

Philadelphia was probably the first major municipality to enter into an agreement with its employees in 1937. Since that time many communities have negotiated various types of collective agreements with their public employees. These communities have not been required to report their agreements with their public employees to any given agency. Therefore, comprehensive data on such agreements are not available. "As of 1965, local affiliates of the American Federation of State, County, and Municipal Employees (AFL-CIO) reported a total of over 500 agreements negotiated with state and local public employers" (Lieberman, 1966, p. 85).

A study undertaken by the New York City Dept. of Labor in 1955, showed that municipal employee organizations or unions were to be found in each of the 18 U.S. cities with a population of over 500,000. In 95% of the cities with a population of over 50,000 there was at least one or more labor organizations for municipal employees. In 58 percent of cities with a population of less than 50,000 there were one or more labor organizations. (Shils & Whitter, 1968, p. 120)



A very important event in the field of public employment occurred on June 22, 1961 when President Kennedy appointed a special task force to study the employee-management relations in the federal service. After receiving the report of this task force, President Kennedy issued Executive Order 10988, on January 17, 1962.

This order guarantees federal employees the right to join organizations of their choice. Such organizations are to be accorded informal, formal, or exclusive recognition, depending upon the proportion of eligible federal employees they represent. (Lieberman, 1966, p. 83)

The passage of Executive Order 10988, opened the door for public employees outside the federal government to seek organizational recognition.

By October of 1964, 15 states had enacted state labor relations acts, which gave public employees the right to organize. As of February 1975, 33 states had legislation which guaranteed public employees the right to join an organization for the purpose of representing their interests in bargaining with their employer. In three of these states, however, statutes are so written that the restrictions involved may well tend to dissuade employees from joining organizations (Labor Relations Reporter, 1975).

#### Collective Negotiations in the Public Schools

The teachers association of Norwalk, Connecticut apparently provides the first example of collective negotiations in the public schools of the United States. In 1946 an agreement was adopted by the board and the Norwalk Teachers Association (NTA) which dealt with salaries only. That contract resulted from a bitter teachers strike.

The NTA was at that time independent but joined the Connecticut Education Association in 1957.

In the years between 1946 and 1962, many agreements were entered into by boards, and school staffs, which were, in effect, what are now termed professional agreements. . . . Virtually all these agreements, including those in Connecticut, except the Norwalk Contract, were informal in nature but were officially adopted by boards and recorded in their minutes. (Stinnett, 1966, p. 7).

Because the majority of the negotiation activity in public schools is initiated by teacher organizations, a brief history of the two major teacher organizations in this country is appropriate.

"The National Education Association (NEA) is an independent, voluntary, nongovernmental organization available to all professional teachers" (NEA, 1965a, p. 15). Its basic purpose is "to elevate the character and advance the interests of the profession of teaching, and to promote the cause of popular education in the United States" (NEA, 1965a, p. 13).

The NEA was founded in 1852, as the National Teachers Association.

Fifty years after its origin it still had only about 2,000 teachers as members. . . . With the help of school superintendents, memberships in NEA increased from about 10,000 at the end of World War I to 120,000 in 1922. After this time, growth was steady except for the Depression years. In the fifties, the average gain in membership was about 40,000 per year. (Shils & Whittier, 1968, p. 21).

By 1965 the NEA had a membership of 943,581 which included classroom teachers, specialists, and school administrators. As of February 21, 1975 the membership had grown to 1,643,704 (NEA Reporter, April, 1975, p. 3).

The American Federation of Teachers (AFT) dates back to 1916. At that time, the members of the AFT and the NEA maintained a

complementary relationship with each other. The NEA concerned itself with the professional role of teaching, while the AFT assumed the responsibility for improving the economic status of teachers.

Membership fluctuated during the early years as the AFT and the NEA became more competitive. By 1958 membership in the AFT was about 55,000 and by 1965 it had swelled to 110,000. As of September 1974, the membership of the AFT had grown to about 414,000 (Shanker, September, 1974, p. 4).

The collective negotiations in New York City in 1960-61, appear to be the start of collective negotiation as it is viewed today. The activities in New York City at that time resulted in a rapid expansion of both the AFT and the NEA.

The NEA which had been opposed to the concept of negotiations reached a turning point in 1962, when it adopted the term "professional negotiations" at its Denver convention.

In Michigan, collective negotiations began on May 28, 1963, when the Detroit Federation of Teachers submitted petitions to the Detroit Board of Education calling for a representation election (Riordan, 1963). These negotiations were followed by the passage of Michigan Public Act 379, which was signed into law by Governor Romney on July 23, 1965. Once Act 379 was introduced, it was supported by the Michigan Federation of Teachers and the Michigan Education Association.

This Act is not confined to public school teachers but applies to most state and local public employees. It provides for the "right of public employees to organize; protects employees from

unlawful interference, . . . and establishes unfair labor practices" (Lieberman, 1966, p. 50). This Act was one of the first of its kind in the country and appears to have acted as a model for several other states.

Since the passage of this act, Michigan has become one of the most active states in the area of collective negotiations. As of May 1973, over 570 local school districts in Michigan had written agreements with their boards. This represents slightly more than 85% of the K-12 and K-8 districts in the state (NEA Handbook, 1973-74, p. 261).

#### Need for the Study

Concern for the effect of the negotiated contracts in Michigan on handicapped children and the field of Special Education is evidenced in several published statements. The Michigan Federated Chapters of the Council for Exceptional Children (1968) expressed this concern when it recommended the contract provision: "The encouragement of special programs for handicapped children is the proper concern of all educators. The constitutional right of handicapped children to an education shall not be abridged by conditions of work issues." This same group sponsored a revision of Section VI of the 1969-70 Sample Michigan Education Assoc. (MEA) Agreement.

The MEA Sample Contract stated:

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classroom, may request their transfer and shall present arguments for such

request to the Joint Instructional Policies Council, whose decision will be final. Special attention will be given to reducing class size where special students are placed in the regular classroom of a newly employed, inexperienced teacher without prior approval of the association.

The parties, to assist the teacher cooperate to increase the psychological testing program, to add at least more school psychologists to the schools of the district, to employ additional visiting teachers, and to correlate the activities of the teachers so as better to meet the needs of special students in the community. (Michigan Education Assoc., 1969)

The Michigan Federated Chapters of the Council for Exceptional Children requested on March 14, 1970, that this section be changed to read as follows:

The parties further recognize that provision of such special classrooms or program modifications is a responsibility of the Board of Education, and that there be no placement of children with special problems of concern in regular classrooms for purposes of avoiding this responsibility. Teachers believing that children having special physical, mental, and emotional problems have been placed in their rooms in an effort to avoid development of a more appropriate educational environment may appeal to the Joint Instructional Policies Council, for resolution of the problem. The decision of the Council will be final. When special students either receiving or not receiving other supportive services, are placed in a regular classroom, attention will be given to reducing class size, and/or other demands on the teachers time and energy.

Special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher without prior approval of the Joint Instructional Policies Council. (Michigan Federation Chapters of Council for Exceptional Children, 1970)

The efforts of this council appear to have had only limited success in influencing a change in the suggested contract language. The MEA Sample Contract for the school year 1975-76 contains a modification of the 1969-70 contract which reads:

The parties recognize that children having special physical, mental and emotional problems, herein defined as "handicapped" may require special education experience, and that their presence in regular classrooms, without appropriate programming may interfere with the normal instructional program and place

extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classroom without appropriate programming may refer such child to the superintendent. The superintendent shall commence an Education Planning and Placement Committee for such child pursuant to R 340.1722 to consider the problems of the classroom teacher and possible changes in the child's programming. The classroom teacher shall be allowed to fully participate in the Committee deliberations. Special attention will be given to reducing class size where special students are placed in the regular classroom. Special students with "learning disabilities" shall not be placed in the regular classroom of a newly-employed or inexperienced teacher without prior approval of the Association. (Michigan Education Association, 1975)

The Michigan Association of Intermediate Special Education Administrators (MAISEA) entered into its minutes a motion on October 16, 1968 which reads: "That MAISEA sponsor a dialogue or conference among the CEC, MEA, Michigan School Board Association, PTA, and the AFT, to discuss the problem of handicapped youngsters being negotiated out of the classroom." This motion was seconded and passed (MAISEA, 1968, p. 2). To date the writer has not been able to find evidence that such a meeting took place.

The Special Education Staff of the East Detroit Public Schools presented a list of items to their negotiating team on March 11, 1969, which has as its prologue the following:

We hold these truths to be self-evident:

That, all children entering the public schools were not created equal with respect to intellectual capacity, physical development, social maturity, emotional stability, or home environment;

That, there must be a philosophy of compensatory education. The greater the need, the greater shall be the efforts on behalf of a child;

That, the handicap of any child is the responsibility of all of us;

That, there is nothing so unequal as an equal educational opportunity for unequal children. (Special Education Staff of East Detroit Public Schools, 1969, p. 1)

Other evidence of the concern for the effects of collective negotiations on special education is found in an article by Sosnowsky and Coleman (1971) when they say,

In reviewing occasional contracts we were impressed with the dearth of special-education-oriented contract items. Though in many cases items dealt indirectly with special education, they possessed potentially serious implications for the field and certainly for children. (p. 610)

Sosnowsky and Coleman (1969) stated in their conclusions that:

It seems warranted to state that collective bargaining, for the most part and within the limits of this study, has not improved the field of special education. . . . Attention given to the "Handicapped" seems to predominate for the disruptive or so-called "emotionally disturbed" child. Contract provisions are frequent and clear in expressing intolerance toward "problem behavior" . . . . The bargaining process may force upon special education, at least in Michigan, an obsolete approach that is ineffective for children and untenable for the field. . . . The Michigan special educator must become aware of the fact that their regular classroom colleagues at the bargaining tables have made, and intend to make, commitments that may result in the expansion of special education programs in a way that current thinking deems undesirable. (p. 23)

Evidence of a seeming low-level involvement in the professional negotiation process by special education staff is noticed when one reads the MEA Survey of Teachers' Attitudes Concerning Negotiations (1968-69). This survey studied seventeen categories of contract items including "discipline" by asking some 90 questions of several hundred teachers. At no place was the handicapped child or Special Education mentioned.

From the above evidence, the author concludes that several organizations and individuals are concerned about the impact of collective negotiations on special education. At this time, there appears to be little or no information in this area.

### The Problem and Purpose

The issue to which this study addresses itself is the lack of information available which may be used to form a basis for evaluating and improving teacher contracts. This study will deal primarily with those aspects of the contracts which are thought to effect Special Education staff and programs. This type of information is necessary before members of the special education profession can take the initiative in making thoughtful positive changes in teacher contracts.

The purpose of this study is to: 1) investigate and report material found in teacher contracts, which appears to have a direct effect on Special Education and; 2) to investigate and report the perception of Special Education directors as to the effects of teacher contracts on the field of Special Education.

This study can provide a point of departure or base line concerning the above mentioned material during a period of time before the passage of the Mandatory Special Education Act (PA198 of 1971) in Michigan. This act and its relation to this study is discussed in Chapters IV and V.

### Research Questions

The following research questions reflect the primary concerns of the study:

1. What are the number and content of contract items pertaining to special education in the selected contracts?



2. What has been the extent of involvement of Special Education personnel in the negotiation process?
3. What are the perceived effects of the collective negotiation process on special education programs as reported by local directors of Special Education?
4. What changes in, or additions to, current contracts are seen by local directors as being needed and justifiable for the improvement of special education in their district?

#### Limitations

1. The study was limited to local Michigan districts having Special Education Directors approved by the State Department of Education. Directors who served more than one district were not included.
2. The opinion survey used in the study was limited to the perceptions of these local directors of special education.
3. The open-ended nature of the opinion survey while maximizing the probability of tapping concerns that are central in the minds of the respondents, prevented a highly systematic portrayal of each respondent's opinions on the various contract provisions.
4. The study is based in part on the perceptions of the respondents and the writer.

### Assumptions

1. It is assumed that special education staff and students are unique in their relationship to the collective negotiation process. This uniqueness appears to stem from the limitations, mental, physical and emotional of the students and the time and effort needed on the part of the teacher to deal with these limitations. The lack of materials, the limited attention span of some students, and additional planning time, are examples of differences which may place the special education teacher in a significantly different teaching situation than that of his "regular" education counterpart.
2. It was assumed that the local directors of special education are in a position to give the most valid opinions of the effects of a local contract on the overall special education program in their district.
3. It was assumed that the respondents read the questionnaire carefully and responded conscientiously to the items.

### Definitions

1. Cluster--A constellation of contract items which hold one problem-solving approach to a given situation in common.
2. Item--The written expression of an idea which stands alone and meets the criteria outlined in Chapter III of this study.
3. Professional Negotiations, Collective Negotiations, Collective Bargaining--These terms are used interchangeably in the literature. A thorough discussion of their meaning is included in

Chapter II of this study. Except in the cases of direct quotations, the term; "collective negotiation" will be used throughout this study.

4. Special Education--Those modifications of, or additions to school practices intended for the "ordinary" child which are oriented to the development of maximum skills and knowledge in the handicapped child.
5. Teacher Contract, Written Agreement--A written document containing the matters agreed to and is signed by the local staff organization and the board of education at the conclusion of negotiations.
6. Category--A constellation of contract items which has one rather broad issue or concern in common.
7. Sub-category--A portion of a category of contract items. This division was used only when the categories were sufficiently large as to encompass several issues which were judged to be potentially confusing to the reader.

## CHAPTER II

### A SELECTED REVIEW OF THE LITERATURE

#### Introduction

This review explores areas of the literature in the field of collective negotiations which apply directly to the topic at hand.

The areas chosen are:

1. Defining collective negotiations
2. Principles of collective negotiations
3. Negotiable topics
4. Effects of negotiations

These topics were chosen with full recognition of the importance of many other issues within the field which might be logically included. Such areas as the legal status of public employee negotiation, the process of negotiation, grievance procedures, the design of contracts, etc., are all recognized as related to this study. However, their inclusion is not seen as adding significantly to this review.

#### Defining Collective Negotiations

When defining collective negotiations, it is advisable to first consider several formal definitions, and then develop a definition which applies to a particular time and place.

The terms Collective Negotiations, Professional Negotiations and Collective Bargaining, are used interchangeably in the literature. There is some controversy as to which term should be used. Basically these terms refer to two parties sitting down and developing their mutual concerns into a written agreement which governs their relationship for a given period of time.

Stinnett (1966) and the American Association of School Administrators (AASA) (1966) reflect similar views concerning a definition of professional negotiation. Stinnett (1966) stated that professional negotiation is:

A set of procedures, written and officially adopted by a local staff organization and the school board, which provides an orderly method for the school board and staff organization to negotiate on matters of mutual concern, to reach agreement on these matters, and to establish educational channels for mediation and appeal in the event of an impasse. (p. 2)

Hertling (1970) and Perry (1968) based their definition of professional negotiations on the notion that negotiations represent a power struggle between teachers and school boards. Hertling (1970) felt that negotiations constitute "a system for accomodating power-- the power of one party to seriously infringe upon the power of the other party. Negotiations represent a power struggle between teachers and school boards with the balance now shifting to teacher groups" (p. 42).

Doherty (1967a) saw negotiations as a "method of communication and participation" (p. 7). Other definitions were offered by Schmidt (1967, p. 1), Hannan (1966, p. 57), the Massachusetts Department of Education (1969) and the National Education Association (NEA), (1969a). Andree (1970) saw collective negotiations as "a bilateral

behavior involving legitimate performance, open communication, integrity and good faith. It is public relations with professional performance adequately communicated" (p. 4).

A view of collective bargaining was offered by Cogen (1968) when he stated;

Clearly collective bargaining is the economic phase of the democratic process. It provides for participation by the governed in the governing process. It is a recognition of the teacher and the administrator in the realm of decision-making, at least in a wide variety of matters. (p. 11)

The problems of semantics and definition of the negotiation procedures to which this study addresses itself were thoroughly discussed by Lieberman (1966). This author summarizes the situation when he stated:

The essential point is that all such collective procedures, . . . must answer certain questions: What persons seek to be represented? What shall be the scope of negotiations? Who should interpret agreements in case of conflicting interpretations? How do teachers change their representative? What are the rights of majority and minority organizations, and of individual teachers under the procedures to be established? And, How should impasses be resolved? (p. 5)

### Principles of Collective Negotiations

Many agreements contain a statement of philosophy underlying negotiations. This statement may be labeled Introduction, Preamble, Purpose, or Principles and amounts to a discussion of the overall goals and philosophical base on which the negotiations will take place.

These principles are generally developed by the local bargaining units, but are often based on published statements from various professional groups, state guidelines, and individual authors.

A legalistic approach toward the establishment of principles for collective negotiations was expressed by Wollett and Chanin (1970).

The essential underpinnings of collective negotiations in public education are twofold.

First, teachers must have the right, without legal or other restraint, to form and join employee organizations of their own choosing, to designate these organizations as their representatives for the purpose of dealing with their employing school boards, and to participate in related organizational activities.

Second, both the teacher organization and the school board must have the capacity, again without legal or other restraint, to engage in a process of give and take negotiations of the genus found in arm's-length bargaining in the market place. (p. 1:1)

The National Education Association has made several statements concerning negotiations. Some of these statements form a philosophical foundation upon which Guidelines for negotiations have been based. The following are excerpts from such statements:

The teaching profession has the ultimate aim of providing the best possible education for all people. It is a professional calling and a public trust. Boards of education have the same aim and share this trust.

. . . The National Education Association insists on the right of professional associations, through democratically selected representatives using professional channels, to participate with boards of education in the formulation of policies of common concern . . . . (NEA, 1962, p. 178)

The attitude of the NEA concerning the relationship of professional negotiations to the labor movement was stated in an extension of the above statement.

. . . The teacher's situation is completely unlike that of an industrial employee. A board of education is not a private employer, and a teacher is not a private employee. Both are committed to serve the common, indivisible interest of all persons and groups in the community in the best possible education for their children. . . . Industrial disputes conciliation machinery, which assumes a conflict of interest and a diversity of purpose between persons and groups, is not appropriate to professional negotiation in public education. (NEA, 1962, p. 178)

The American Association of School Administrators (AASA) (1963), the Kansas Association of School Boards & the Kansas State Teachers Association (1965), the Pennsylvania State Department of Public Instruction (1968), and the Virginia Education Association (1968) are examples of the various associations and groups who also have published statements of philosophy. The Virginia Education Association (1968) stated that:

3. To provide the most effective learning environment, close and effective communication, understanding and cooperation among classroom teachers, administrators and school boards are essential.

4. Teachers are uniquely qualified to make important contributions to the formulation of policies related to the general improvement of instructional programs and to the establishment of good personnel policies.

5. Classroom teachers, administrators, and school boards together should seek pathways for joint development of policies and practices and work out procedures for their realization, recognizing that the school board has full legal responsibility for making final decisions. (Virginia State Department of Education, 1968)

The American Association of School Administrators stated that:

We believe that teachers, school administrators, and school boards must together seek pathways yet uncharted in the area of personnel policies and practices.

. . . we believe that the right to discuss pros and cons and to participate in developing a program does not imply that right to make decisions. The board must retain its responsibility and legal right to make decisions.

We believe that no matter how generous and benevolent arbitrary decisions may be, they have a debilitating effect. When people are involved, they not only assume responsibility for making decisions work, but each performs at a higher level of productivity . . . . (AASA, 1963, pp. 12-13)



Andree (1970) has suggested several preambles from which draftsmen for a negotiated agreement may wish to borrow. An example of these suggested preambles reflects one of the approaches being used to establish a "philosophical base" for negotiations.

Whereas, the parties heretofore, desire to cooperate in establishing and maintaining proper and suitable conditions satisfactory to employer and employee and to provide methods for fair and peaceful adjustment of all disputes that may arise between the parties hereto . . . and to promulgate rules and regulations and to establish and declare policies to insure a proper conduct of the school and relations between the board and its employees. (p. 154)

The above preamble is based on a labor-management model. The NEA has provided preambles of a different type to be used in teacher contracts. For example:

The Board and the Association recognize their responsibilities toward each other and toward the community for negotiating in good faith and seeking agreement on matters of mutual concern. Neither will demean the process, and both recognize that the controlling determinant of policy development and implementation is the quality of the educational program and the welfare of the children. (National Education Association, 1965, pp. 20-21)

The 1968-71 contract between the Huron Valley Education Association and the Huron Valley Public Schools Board of Education has a statement of purpose which provided an example of a philosophy written directly into a contract. A short excerpt from this contract reads:

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship. . . . The Board, because of its dual role as an employer and as the governing body . . . , has obligations on the one hand to its employees . . . and on the otherhand, to the citizens [of the school district], as well as to the State of Michigan, . . . The Association, because of its dual role as the bargaining agent for certain employees and as a professional organization, has the obligation on the one hand to represent the employees,

. . . and on the other hand to the board, teachers, students, parents, and the public in general to maintain high quality education. (p. iii)

Another way of addressing the problem of developing a philosophy is to state an objective. This has been done by the National Education Association, (1965). They saw as the primary objective of professional negotiation the establishment "for teachers, through their local associations, a formal role in the development of educational policies which affect them and the quality of the educational program to which they contribute their professional competence" (p. 1).

In summary, each of the above statements included a reference to the reaching of mutual agreement on matters of mutual concern. Much of this concern centers around developing a pattern of negotiation which will be beneficial to teachers, boards of education, and children. Emphasis was placed on protecting the rights of teachers and boards. In addition to this, however, several philosophical statements did mention the joint responsibility of both teachers and boards to the community and students. The various statements seemed to fall into three major categories; the legalistic model, the labor-management model, and the mutual responsibilities model. The mutual responsibilities approach appeared to be dominant in the literature.

#### Negotiable Items

The items with which this study deals are quite sophisticated when compared with teacher contract items of a few years ago. Written agreements have evolved to this stature over the past decade

from very simple beginnings. New York City and a few other large school districts are notable exceptions. Most agreements which emerged from early bargaining were concerned "primarily or exclusively with salary problems or related items involving financial compensation for teachers" (Epstine, 1969, p. 2).

Agreements are no longer so simple or narrow in scope. Some go "far beyond the scope of some of the most elaborate and sophisticated of the union-industry contracts in the private sector" (Epstine, 1969, p. 1).

"A major difficulty in defining the scope of negotiations is that negotiable items frequently affect non-negotiable ones. . . . In education, the problem is often reflected in controversies over whether an item is a condition of employment or a matter of 'Educational Policy'" (Lieberman, 1966, p. 227).

The two major groups representing the majority of teachers in the United States have adopted similar positions on what the scope of negotiations ought to be.

The NEA's position was reflected in the following statement:

A professional group has responsibilities beyond self-interest, including a responsibility for the general welfare of the school system. . . . Negotiation should include all matters which affect the quality of the educational program. (NEA, 1965, p. 21)

The AFT's position on the scope of negotiations was similar. Cogen (1965), described the AFT's position:

We would place no limit on the scope of negotiations - the items which are subject to bargaining process. Anything on which the two parties can agree should become a part of the agreement: . . . I look for a great expansion in the effective

scope of negotiations. . . . Obviously, class size, curriculum, hiring standards, extra-curricular activities - in fact, anything having to do with the operation of the school is a matter for professional concern and should thus be subject to collective bargaining. (pp. 2,7)

Other examples of support for a very broad range of negotiable items were given by Kennedy (1966), the Massachusetts Department of Education (1969), and Kuhn (1967). Grade Teacher (1967) magazine reported an interview with four members of the education profession. This panel supported the notion that there should be few if any, restrictions on the scope of negotiations.

Stinnet (1966) argued that: "The philosophy inherent in professional negotiation is that teachers, . . . have a deep and transcendent interest in all matters which may bear upon the standards of their practice . . . (p. 68).

The laws of various states place some limitations on the scope of negotiations in public education. These limitations are as yet not well defined. A few authors have made statements concerning these legal limitations.

Lambert (1970) stated that:

It is our position that private sector definitions are unduly restrictive when applied to teacher-school board negotiation.

. . . we propose that a broad and somewhat open ended definition of the scope of negotiation be adopted - to wit, that a school board be obligated to negotiate in regard to the terms and conditions of professional service and other matters of mutual concern. (p. 4)

The role that state laws play in defining the scope of negotiation was discussed by Lieberman (1966). He reported that the majority of state statutes dealing with the scope of collective negotiations in the public school setting "generally restrict the scope of

negotiations to 'conditions of employment' . . . the meaning of this phrase or its precise application is not all clear" (p. 222). Two exceptions to this generality were seen in California in which "the scope or representation shall include all matters relating to employment conditions and employer-employee relations" (Liberman, p. 223).

As can be seen, what may reasonably and legally be included within the scope of negotiations is at present, a largely unanswered question.

The American Association of School Administrators (1966), felt that a rather broadly defined concept of negotiation is most persuasive. The AASA believed negotiation, in good faith, may well encompass all or some aspects of policy governing some 17 items. Examples of these items are: Curriculum, Teaching assignments, Provision of physical facilities for teachers, Recruitment, Discipline and Discharge of teachers, Salaries and Welfare benefits, etc.

The Association went on to say, that it "believes that some items are not negotiable and that a school board may refuse to bargain about non-negotiable subjects without violating its agreement to negotiate in good faith" (p. 38). These non-negotiable items included: any item which violates state laws; determination of financial and pupil accounting systems; the selection of the superintendent of schools; and the selection of legal counsel to the board of education. These are only a few of the items mentioned by the AASA.

Advocates of a more limited scope of negotiations included: Wildman (1967), the National Association of Secondary School

Principals, (NASSP) (see Ackerly, 1969), the American Association of School Administrators (1968), and Rudman (1969).

The NASSP's position was documented by Ackerly, (1969).

Several statements were of particular interest:

Issues not related to employee welfare, but involving school and educational policies are not proper subjects for bargaining. . . . Teachers should be insured the right to express their views, but decisions should be made on the basis of research, rather than bargaining strength. (p. 8)

The fundamental criterion - essential to the principal and public alike - is that some reasonable limitations be stated in order that the entire range of public educational problems and policies will not be settled by the power plays and compromises characteristic of the bargaining process. (p. 11)

Epstine, (1969) has also stated that the National Association of Secondary School Principals believed:

No item should be considered negotiable, which could be decided on the basis of the results of scientific investigation, evaluations of experimental efforts, or other devices used by professional expertise to determine what is best for the education of pupils. (p. 21)

The American Association of School Administrators (1968), has made the following statement about the scope of negotiations.

Administrators and board members should think very carefully about the possibility that there may be certain management and board rights and prerogatives that should not be relinquished or made the subject of negotiation. (p. 51)

The association went on to illustrate and list what items they felt were negotiable and those they felt were non-negotiable.

Rudman (1969) examined master contracts from across the nation and identified 23 major areas which have been negotiated. Of these, 12 were judged to be poor areas for negotiation in that they were seen as restricting both the administrator and the teacher when

they become part of a legal, binding document. Examples of the "dirty dozen" included: "textbook selection and use, class size, and the building representative and his role in administration" (p. 63).

Rudman (1969) goes on in his article to point out eleven topics which he felt are appropriate for negotiation. Examples of these were: Salary schedules, Promotion policies affecting teachers, and Relief from non-teaching chores (p. 26).

Moskow (1966) studied 20 school districts across the nation, making several pertinent observations:

- 1) Salary negotiations played an important part of the total negotiations. . . . In addition, salary negotiations took up the largest percentage of time . . . and caused the greatest conflict between parties.
- 2) Class-size provisions will probably become more common in the future . . . because of the public support the teachers could receive.
- 3) With the growing problem of integration, transfer policies for teachers will probably become a common subject for negotiations. (pp. 219-222)

Smith (1971) developed an instrument which identified areas of primary concern of teachers in the professional negotiation process. His initial investigation implied that the teachers distinguish between two general areas of negotiation namely, professional duties and working conditions. His findings indicate that teachers express most interest in contract items which pertain to professional duties. According to Smith (1971), teachers appear to be willing to be more passive when it comes to items dealing with working conditions.

John Metzler (1969) reported a case study of the model agreement published by the state of New Jersey. He reported that there are 35 articles and an index referring to 633 separate and distinct items. These items are grouped into three major headings:

- a) Teacher organization interests
- b) Individual teacher interests and,
- c) General concerns

He felt that what is negotiable should be defined by analysis of the effect of these negotiations upon the educational process.

#### Perceived Effects of the Negotiations Process

In a field of social endeavor which is slightly more than fifteen years old, it is not surprising to find a dearth of empirical evidence concerning the effects of the processes involved. So it is, when one reviews the literature of collective negotiation's effects.

Many articles have been written about the changing roles and relationships of principals, teachers, and superintendents, due to negotiations. Speculations concerning the effects of strikes, causes of teacher militancy, and the long range outcome of the collective negotiation process are plentiful. However, few studies have brought empirical evidence to this discussion.

One study which presents some evidence based on extended observations of the effects of negotiations was written by Liberman (1973).



He felt that the "contractual dimension of negotiations is forcing school management to achieve levels of precision and equity that were not necessary in the days of unilateral formulation and implementation of personnel policies" (p. 16).

He predicted:

- A. Stronger protection for tenured teachers
- B. Shorter probationary period
- C. The NEA and AFT will merge
- D. The view that "everything is negotiable" will lose support both legally and practically.
- E. An increase in the activity of superintendents on the management side of the negotiating table.
- F. Principals will move more toward management.

Allen Smith (1972) felt that it was impossible to establish a "direct cause and effect relationship between collective negotiations and teachers salaries" (p. 268). It appears that this statement may be generalized to other perceived effects of negotiations. The major point of concern for Smith was the lack of control groups and the indirect effect that negotiations in one district may have on neighboring districts.

The lack of certainty of the effects of collective negotiations was reflected by Redfern (1968) when he stated:

No one can predict with certainty what the prospects are for the future in teacher-principal relationships. The pessimists for-see a widening of the gulf that separates teachers and principals, especially as negotiation intensifies the adversary role of each.

Optimists reject the theory that negotiation necessarily destroys an effective working relationship between a principal

and his staff. They believe that negotiation merely institutes a different process for decision making. (p. 25)

### The Superintendent in the Negotiation Process

The NEA (1965a) took the position that:

The Superintendent of Schools should seek ways to bring the local association and the school board together so that they can develop a professional negotiation agreement . . . he recognizes that shared responsibility in policy determination is a professional concept. (p. 9)

The NEA (1965a) went on to state:

The Superintendent of Schools is both the executive officer of the Board, . . . and the primary professional advisor of the Board. He also has a responsibility to the professional staff as a member and leader of that staff. The Superintendent has the responsibility . . . to provide information to teachers and the Board, to help clarify the issues, and to stimulate both groups to put forth their best efforts. (p. 24)

Steffensen (1964) reported that the AFT regards the superintendent as the employer at a negotiation session. This view is echoed by Shils (1968) when he stated that:

While the NEA and the AFT . . . both call for teachers and school boards to select representatives for the two bargaining committees, the AFT's position is that the superintendent is not acceptable as a spokesman for both teachers and the board at the bargaining sessions, but should be part of the board's negotiation team. (p. 313)

Rasmussin (1967) and the AASA (1966), advocated a "third party" role for the superintendent during the negotiation process.

The American Association of School Administrators (1966) felt that the superintendent's basic obligation was to the welfare of the pupils and to leadership in the formulation of sound educational policy.

He should be an independent third party in the negotiation process. He should review each proposal in light of its effect upon students and work closely with both the board and staff representatives in an attempt to reach agreement in the best interests of the educational program. (p. 54)

Evans (1967) discussed the pros and cons of this "middle man role" and concludes that this is not the most favorable function for the superintendent. He felt that "on the basis of the application of sound administrative and organizational theory and practice, the most appropriate role of the superintendent should be that of negotiator for the board" (p. 12). This attitude was also held by the National Association of Secondary School Principals as reflected by Epstine (1965).

Steffensen, (1964a) cited several examples of the superintendent role during negotiations. Denver Colorado and Butte Montana presented two different views.

Denver provides that negotiations be carried on between the teachers' association and the superintendent of schools. Changes in board of education policy must receive ultimate confirmation of the board; otherwise, the board . . . is involved if the superintendent and the teachers' representatives have reached an impasse. . . . Unlike Denver, in Butte all negotiations are carried on directly between the teacher organization representatives and the board of education. If the Butte board wishes the superintendent to negotiate . . . , a formal authorization is issued for the superintendent to act as an agent of the board. (p. 45)

Stinnett (1966) devoted an entire chapter to the "Role of the Superintendent in Professional Negotiation." He saw three patterns of superintendent involvement in negotiations;

- a) refraining from taking part in negotiations,
- b) participation as representatives of the board of education and

- c) participation as a resource both to the teachers and the board.

Stinnett rejected the first alternative as "unacceptable and undesirable," did not feel that the second alternative is compatible with the professional stature of the superintendent and supports the third.

Rasmussen (1967) felt that the superintendents role will change as a result of collective negotiations. He felt the superintendent will be a new breed of professional, a "generalist's generalist, a jack of all trades, but a master of a new trade, politically sophisticated . . . a man capable of guiding his colleagues toward new heights of professional competence and dignity" (p. 102)

The superintendent will be;

A political creature - by definition an educational politician, and by aspiration an educational statesman. . . . In his relations with teachers, he must be not only a skilled politician, but a highly politic colleague . . . .

Deprived of most of his decision-making power, he must instead help his subordinates to establish guidelines for planning and policy-making. . . . In his relationships with the community, the superintendent, . . . must be capable of formulating broad societal goals, through a deep understanding of the general needs of society. (Rasmussen, p. 103)

### The Principal in the Negotiation Process

The role of the principal in negotiations was not clearly defined. "In a few communities the principal is involved on the teachers' team; in a few instances on the administrative or board team; and, in most cases not at all" (King, 1969, p. 138).

Edwards (1970) reported that in Rhode Island, principals are specifically excluded from the negotiation process; and that Michigan's labor relations board interprets the law to exclude them. Edwards continues, "His exclusion implies that he has no vested interests. Contrary to this view, it seems evident that his strategic position allows him to have a commanding view of the problems that come under consideration in negotiation proceedings" (p. 311).

King (1967), Cronin (1967), Rhodes (1967), and Andree (1970) advocated an active role for the principal in the negotiation process.

Arguments both for and against including the principal on the teachers' negotiation team were presented by King (1967). His arguments for the principal's inclusion included:

- a) Administrative and faculty concerns cannot rationally be separated, . . .
- c) It strengthens the administrative function and at the same time democratizes the administrative process, . . .
- e) Teachers and principals are both agents of the board of education. (p. 46)

Arguments against including the principal on the teachers' negotiating team included:

- a) A fear of administrative coercion,
- b) An apparent or assumed conflict of interest, . . .
- d) A "suspect" attitude toward the principal as the superintendent's agent. (p. 47)

King went on to argue that: "If the quality of educational program is to be maintained throughout the negotiation process, some way is going to have to be devised for the building principal to play a role of influence on items under consideration at board-teacher

negotiation" (p. 120). He then outlined four methods currently being used to accomplish this goal.

Cronin (1967) suggested the inclusion of the principal on one or several of the committees serving in an advisory capacity to the superintendent as a method of involving the principal in the process or negotiation.

Rhodes (1967) stated that "much of the burden of day-to-day implementation of the agreement often rests with the principal. . . . If the principal does not understand what he should do and should not do, there will be misunderstandings" (p. 35). He went on to state that the principal's responsibility is not only to understand the regulations in the contract, but to be able to present them and their meaning from management's viewpoint to members of the staff.

Several authors predicted that the role of the principal will change over the next few years as a result of collective negotiations. Several of these predictions are included below.

Dempsey (1973) made several predictions concerning the role of the principal in negotiations. He concurred with many authors previously mentioned, that currently principals are outsiders in the negotiation process. He predicted that:

1. Principals are in for a long haul in the area of role definition; relative to collective negotiations.
2. Principals will move more toward the management side of the negotiation table;
3. Principals will be forming independent bargaining units and,
4. Principals will become more management, team oriented.

Dykes (1966) predicted:

1. The administrator will become stronger, more powerful, and more influential.
2. Administrative values and behavior will become increasingly democratic.
3. The Administrator's role will become more political in character.
4. The fostering and advocating of innovation will be an increasingly important function of the administrator.

Redfern (1968) felt that no one can predict with certainty what the future holds for teacher-principal relationships. He reported that the pessimists foresee a "widening of the gulf that separates teachers and principals" (p. 25).

Optimists reject the theory that negotiation necessarily destroys an effective working relationship between a principal and his staff. They believe that negotiation merely institutes a different process for decision making. . . . Perceptive principals can adjust to the new order without loss of effectiveness. It is largely a matter of . . . finding more meaningful ways to make other staff, as human resources, capable of contributing far more than they may be doing at present. (p. 25)

Olson (1967) concluded "Most thought on the matter of the principal's role in professional negotiation is thus far just thought . . . . In final analysis, then, the argument really could be resolved on moral ground - the responsibility of the total school staff to the students" (p. 32).

#### Effects of Collective Negotiations on Salaries

This is the one area in which there appears to be some current empirical data available.

Thorton (1972) developed arguments which tend to support the notion that collective negotiations have increased salaries at least at the local level. This concept was supported by Baird (1971), who made a comment which challenged a previous article by Kasper (1969). The point was made by Baird, that although Kasper had reported little relationship between collective negotiation and salaries, that he (Baird) was using inappropriate statistical methods and was looking at too broad a geographical area.

Thorton and Smith both agreed that increases in salaries can be shown to be associated with collective negotiations, but that a direct cause and effect on relationships is most difficult to establish.

Smith (1972) made several observations concerning the effects of collective negotiations on teachers salaries. He concurred with the basic arguments of Thorton (1972) and felt that:

Although the evidence does not indicate that average teacher salaries for the nation have substantially increased relative to other groups in recent years, this does not mean that collective negotiations have had no effect on teachers' salaries. Since the CN drive took place during a period in which the teacher shortage was being eliminated, it may have been responsible for preventing a decline in teachers' salaries relative to other groups. Also, substantial gains may have been experienced by a small number of school systems without affecting the national average noticeably.

Rehmus (1968) carried the argument that collective negotiations have affected salaries a bit farther when he stated that: "Bargaining seems to have produced pay increases averaging 10-20% higher than teachers would have otherwise have received" (p. 30).



He also pointed out that even though the demand for teachers has decreased, salaries have been kept up. He attributes at least some of this to the collective negotiation process.

Other Effects of Collective Negotiations  
(Positive Views)

"Professional negotiation laws can do more for the improvement of instruction than anything that has happened in American Schooling in 100 years, including Sputnik" (NEA, 1967, p. 28). This is but one example of the strong positive feeling that has been expressed concerning professional negotiations.

Doherty (1967), Perry (1970), and Reason (1967) saw collective negotiation as representing a new source of power which can lead to more and better education for all. This feeling is reflected in such statements as: "A determined teacher organization can extract from the community expenditures for education that the school administration and the school board, . . . are powerless to secure" (Doherty, 1967, p. 121). Paul Reason (1967) stated that "I see the negotiations process as serving . . . a useful prodding function which eventually will help to get people to recognize the importance of education and that quality education like other things of quality requires a certain expenditure of effort and money" (p. 23).

Increased teacher responsibility and accountability are reported to result from some collective negotiation processes:

Negotiation puts a certain amount of extra pressure on the teacher in terms of his own professionalism. . . . If we're negotiating for more professional conditions, more professional consideration, more professional pay, we'd better be willing to do a totally professional job. (Grade Teacher, 1967, p. 70)

This concern for teacher accountability and its relationship to collective negotiations was shared by Wagoner (1970). He felt that:

School boards must bargain to establish and maintain their own rights - the right to expect that teachers will improve the performance of their students, the right to hold teachers accountable for their pupils' failures and to reward them for their successes in the classroom. The first step is for boards to begin to negotiate to establish objective performance criteria. (p. 22)

John Trock (1966) felt that negotiations have charged teachers with a new responsibility for the function and operation of the school system. He feels that they "must accept this responsibility along with their new opportunity for expression" (p. 14).

Doherty (1967a) saw collective negotiations as having several effects:

Indirect effects;

1. The lift on teacher morale
2. Being part of a broad, socially oriented labor movement helps to make the teacher more sensitive to the needs of society, and more particularly to those children setting in his classroom.
3. The elimination of non-teaching chores, . . . frees the teacher to devote more time to his professional duties and relieves him of avoidable fatigue.

4. The provision of duty-free lunch periods . . . eliminates a degrading element in the teachers working day.

Direct effects;

1. More delineation of responsibilities
2. Greater use of specialists
3. More effective schools. (p. 27)

Doherty concludes that "All in all the changing patterns in employment relations in public schools are and will be a wholesome influence on the quality of education" (p. 18).

Evidence suggests that collective negotiations have enlarged the teachers role in district wide decision-making (Love, 1968, p. 171). Love (1968) found that teacher involvement was greatest "in the area of educational policies followed by salary matters and by a few other personnel policies" (p. 172).

Kilkenny (1969) has studied teacher priorities of negotiable items and issues. His study was conducted within the framework of schools controlled by the U.S. Department of Defense. These teachers chose the following six items as the most important for negotiation.

- 1) Teacher-Pupil Relations and Class size
- 2) Assignments of teachers to classes or subject areas
- 3) Duty free periods for planning during the school day
- 4) Salary credits for additional professional preparation
- 5) Salary schedule
- 6) Salary credits for pervious experience

The lowest priorities were in the areas of organizational security and the process of negotiations. It is interesting to note that half of these items pertain to salaries.

In addition to specific issues Love (1968) observed that collective negotiation created a new structure for decision making within a school district and a readjustment of the roles of the teachers in that system. He specifically saw five areas in which teachers roles had undergone significant change. These were:

- 1) All teacher interests were involved
- 2) The initiative for evoking decisions shifting more toward the teachers
- 3) Mutual decision making between teachers, administration and boards is being required
- 4) School authorities are being required to effectuate teacher recommendations
- 5) Teachers have a more consistent voice in decision making.

The effects of negotiations on teachers was noted primarily in the area of personnel policies. There was little or no evidence in the literature of teachers acting in the role of child or program advocate.

Holtzman (1972) gave an optimistic view of collective bargaining when he stated that: "Through bargaining we have seen class loads reduced, specialists added, the curriculum enriched, and additional funds appropriated for research, evaluation, and improving accountability" (p. 49).

Other Effects of Collective Negotiations  
(Negative Views)

The strike is the most dramatic of the problems which can be attributed to collective negotiations. They have the obvious effect of disrupting the schools' flow of services to students and thus extend and fragment the school year.

Perhaps as important as the disruptive effect of these . . . strikes is the psychological influence they may have on school children. We expect our teachers to teach respect for law and order, not merely as a textbook or academic exercise, but by example. If teachers do strike in violation of the law and gain certain concessions thereby, this lesson in Real Politic will hardly be lost on their students. (Doherty & Ober, 1967, p. 123)

Doherty and Ober (1967) went on to report that grievance procedures have been abused. Sometimes the grievance machinery is used as a political weapon to bring non-members and dissident members into line. He also points out that grievance procedures can intimidate an administrator who sees himself as an educational leader.

Another problem which can be exacerbated by collective bargaining is that of dislodging incompetent teachers from the classroom. The NEA and the AFT are not likely to introduce much quality control of teacher performance into their model agreements at a time when they are in competition with each other for membership.

While collective bargaining may one day be successful in raising salaries to a point where enough highly competent men and women will be attracted to the field, . . . we shall in the meantime, . . . be faced with no alternative but to pay these same high salaries to many teachers who don't even "earn" what they are presently paid. (Doherty & Ober, 1967, p. 124)

Hertling (1970), Perry (1968), and Redfern (1968a), have discussed the effects of collective negotiations on the decision

making process. They felt that a basic cleavage is being formed between teachers and those in supervisory or employer positions. They saw the political and economic power of teachers as being substituted for rational persuasion and concern for educational goals. They express concern that these factors will reduce our efficiency in delivering educational services and will ultimately result in a loss for the children.

Carlton (1967) conducted an attitude study of teachers in North Carolina concerning negotiations. He found that by and large, the teachers in his population were a rather bland group in their attitude toward teacher militance, and collective negotiation. He reported that they reacted in a generally negative manner to the questions about strikes. This blandness was attributed to the lack of militancy in North Carolina and the lack of exposure of teachers to the negotiation process.

Davies and Kline (1973) pointed out that "teachers engaged in more advanced forms of collective bargaining, . . . demonstrated a less positive relationship between principal and teacher." They also point out that "Although the avowed purpose of professional education organizations is to promote teacher unity, information . . . tended to repudiate this affirmative objective" (p. 6).

Stiles (1968) suggested that collective negotiations may have alienated the public:

Poor public information as well as badly planned tactics also threaten the teacher negotiations movement. Teachers, students, parents, and the public in general are confused about the real issues, the actions advocated or taken, and results achieved.

Teachers are losing public confidence because people do not understand their problems and do not support the methods used to solve them. (inside cover)

Gregg (1969) saw negotiations as a mixed blessing. As a method of determining educational policy it has

probably created more involvement and more trauma in the community . . . than had existed previously. The attendant publicity which accompanies the adversary relationship between teacher organizations and boards of education has probably produced greater awareness and consequent greater involvement of the community . . . in educational decision making. (pp. 45-46)

Concern was expressed for the children who are caught in the middle of the labor-management battle by George Park (1970) a physician from Chicago. He felt that "many children are suffering because there are many adults acting for 'their rights' while ignoring the rights and needs of these children" (p. 40). Park points to the importance of cooperation between school board, teachers, administrators, and parents when the education of a child is at stake. He felt that "The learning disabled child, who needs extra cooperation and understanding, is suffering most of all from splintered efforts and the friction within the educational system" (p. 40).

#### The Collective Negotiation Process and Special Education

The dearth of literature integrating the collective negotiation process and special education became very apparent to the writer while composing this chapter. Both a traditional library search and two computer assisted searches of the literature resulted in only six references which integrated these two areas.

Of these six only one reference, the Sosnowsky and Coleman (1971) study cited in Chapter I, was judged to have a direct bearing on this topic. The other references were a) summaries of laws in other states relating to Special Education, b) a case study of a contract in a private school for handicapped children, and c) a speech made by U.S. Commissioner of Education to the Annual Meeting of School Board members in which the need for additional attention to the education of handicapped children was briefly mentioned.

### Perceptual Theory

Much of this study is based on the perceptions of the writer and the respondents. Because of this dependency on perception, a brief statement concerning perceptual theory seems appropriate.

Many authors offer definitions of perception. One definition offered by Gibson (1969) defines perception as "the process by which we obtain first-hand information about the world around us" (p. 3). He goes on to point out that perception "entails [a] discriminative, selective response to the stimuli in the immediate environment (p. 3).

The psychological set of a person seems to influence his perception. The role of "set" in perception is described by many authors; Demer (1960), Gibson (1969), and Forgus (1966); to mention a few. In essence a psychological set is the totality of background experience which a person brings to a given situation. Because the role of set is so important in perception, it can be argued that any perception is a combination of the stimuli currently impinging upon



an individual plus the background which that individual brings to the situation.

The individual's perception of the world is a biological process which has many limiting factors. This biological process is subject to many limitations which allow perceptions to deviate from reality. The conditions which cause these deviations or distortions are described by Trankell (1972). He sees these conditions as:

1. The selective character of perception, which limits the interpretations of the external signals to which a person is exposed has foundation in the individual's earlier experiences.
2. The logical completion mechanism, which often results in a false picture of the series of events.

Donald Norman (1973) addressed the process of answering questions. He notes that when people are asked questions "they do not simply go into their memory and respond with appropriate information" (p. 163),

Rather, they first investigate the question itself, determining whether it is sensible or not, or what its exact referents are. Even when some information is retrieved, it is likely to be deeply embedded within a general structural framework determined by knowledge of the world itself, and this extra information can bias the type of memory responses that are given. (p. 163)

For the purpose of this brief review the above material is presented as an example of the many limitations on human perception.

## CHAPTER III

### METHODOLOGY AND PROCEDURES

This study is divided into two major portions. The first is an analysis of negotiated contracts in Michigan during the school year 1969-70 to determine the amount and type of material relating to special education programs. The second is an analysis of reactions of local special education directors toward these contracts.

The emphasis of this study is to report both contract content and the perceptions concerning the effects of these contracts on the field of special education. The respondent population was chosen to maximize the validity of statements concerning these effects.

#### Analysis of Contracts

A list of local districts having directors of special education approved by the Division of Special Education at the Michigan State Department of Education in the school year 1969-70 was obtained. There were 68 districts on this list. Although the data were collected during the winter of the 1970-71 school year, contracts from the

previous school year were used. This was necessary because several districts experienced a great deal of delay in the ratification of their 1970-71 school year contracts.

All but four of the contracts from the school districts mentioned above were borrowed from the files of the Michigan Education Association. The remaining contracts were requested and received from the districts themselves.

Because of the diverse nature of the contracts, each was read in its entirety. Many items relating to the field of special education were found in the footnotes and the appendices of the contracts.

#### Item Selection, Recording and Categorizing

A given portion of the contract (item) was judged to be of significance for this study when:

- a. It contained terms referring to a given Special Education professional group, i.e., Special Education Teacher, School Psychologist, School Social Worker, etc., and/or
- b. It contained terms referring to any classification of handicapped child, i.e., emotionally disturbed, mentally retarded, physically handicapped, etc., and/or
- c. It contained terms which were closely related to special education or handicapped children, i.e., disruptive, unable to adjust, in need of special attention, chronic discipline problem, etc.

As each contract was read, items which met the above criteria were recorded on index cards. Each item was recorded on a separate card and identified with the name of the school district

represented in the contract from which it was taken. No attempt was made to categorize the items until all contracts were read.

The categories and sub-categories to be used in reporting the items were decided upon only after repeated attempts to develop appropriate groupings. At first, the categories used by Sosnowsky and Coleman (1969) were tried. It was found that many items did not fit. At this point several fellow graduate students and two members of the dissertation committee were assembled. The cards with the items on them were distributed randomly to members of this group. Suggestions for categories were recorded on a blackboard. Each member of the group sorted his cards into these various categories. As items appeared which did not fit existing categories the existing categories were modified or new categories were added and recorded. This was done as a group process with each member checking his items to see if they would fit in with the suggested changes. From these meetings some 25 categories were defined in which about 95% of the items fit adequately.

Upon review of these 25 categories it was noted that several (10) had only a few (1-5) items in them. In the absence of previous adequate models the investigator attempted a system of larger categories which could then be subdivided into sub-categories. The result is the list of thirteen categories, with sub-categories presented below:

1. Salary Differentials for Special Education Personnel
2. Handicapped Students in Regular Classrooms
  - a. Items defining children
  - b. Items describing help given to the regular teacher
  - c. Items setting an identifiable tone (mood)

3. Class size
4. Referral and Placement of special students
  - a. Items concerning referral procedures
  - b. Items concerning placement policy
  - c. Miscellaneous material relating to referral and placement
5. Time commitments for special education personnel
6. Maintenance and expansion of special education programs
7. Special Education staff on committees
8. Integration of special education students in regular classes
9. Provision of space and materials for special education personnel
10. Length of school day for special education students
11. In-service days for special education staff
12. Special education programs included in summer school
13. Miscellaneous

As appropriate contract items were assembled they were grouped into clusters. These item clusters have as their basis of definition a similar approach to a given contract issue. These clusters differ from sub-categories in that they define an approach to an issue and the sub-categories identify the issue or concern.

These categories and sub-categories represent a compromise between reporting virtually each item and making generalizations so broad that they lose definition and function. The intent of the writer was to develop groupings which would allow the data to be presented in a concise and readable form without losing accuracy.

The task of categorization was made difficult because many items were worded differently even when referring to similar policies

regarding a given issue. In order to present data as understandably as possible, item clusters contain examples of the items when appropriate. These items were chosen to give the reader the widest possible range of wording found in any given cluster.

#### Treatment of the Data

After all items were sorted into categories, each category was reviewed for similarities and differences among the items. From this review sub-categories and clusters were established. A frequency of items and districts represented in each category, sub-category and cluster was established and summarized in table form. The categories were rank ordered by size.

The content of each category, and sub-category was summarized. Any contract item which did not fit into the above mentioned paradigm was placed in a miscellaneous portion of the appropriate category. Many of the most interesting and "controversial" items appear in these miscellaneous portions.

No attempt was made to analyze any given contract. The purpose of this portion of the study was one of describing the population of contracts.

## The Opinion Survey

### Purpose

The purposes of the questionnaire were discussed and decided upon in meetings between the writer and his dissertation committee chairman. Four major purposes were delineated.

These were:

- a. To determine the overall perceived effects, if any, of local contracts on local special education programs.
- b. To determine the specific portions of the local contracts, if any, seen as having an effect on special education programs.
- c. To determine those changes, if any, in the local contracts seen as being appropriate and justifiable for future contracts.
- d. To determine the extent of involvement in the negotiation process of the local directors of special education and members of their staffs.

### Development of the Questionnaire

In accordance with the above purposes, questions were developed which were designed to gather as much data as possible in a concise and precise manner. Several approaches were considered including utilization of an extended list of questions which could be checked "yes" or "no." While developing this list of questions, it soon became apparent that the diversity of contracts and programs would make the list of questions unreasonably long. It would also necessitate the reading of many questions by the respondent which would not apply to his particular district.

Another approach considered was the development of five broad questions to which each respondent could react in an "open-ended" manner. This approach was abandoned for fear that the questions allowed so much latitude of interpretation that the responses would be of little use as data.

The approach decided upon combined features of both "open" and "objective" questions. The questions used had many of the features of those used in structured interviews. Four specific questions concerning the special education program were asked. Five open-ended questions were decided upon which requested perceptions of the effects of local contracts on the local special education program. Two questions were asked concerning what changes in, or additions to, the local contract the respondent would like to have. A brief description of the local program was requested, along with five questions which sought information concerning the director's and staffs' involvement with the negotiation process. A final question permitted the respondent to add any comments he wished about the collective negotiation process in his district.

### The Pilot Study

A draft of the questionnaire was submitted to four local directors of special education and to Dr. William Sosnowsky of Wayne State University for comment.

The above persons were contacted to verify the validity of the questions asked. They were interviewed either personally or by phone and their comments on the questionnaire were noted. Their



responses acted as a guide in rewording some of the questions. This was done to better isolate the discrete issues addressed by this study.

### The Final Questionnaire

The final questionnaire was based on the draft used in the pilot study, and incorporated many of the suggestions made by both the respondents to the pilot study and members of the dissertation guidance committee. The questionnaire in its final form appears in Appendix C.

### Administration of the Survey

The questionnaire and a cover letter were mailed to the 68 local directors of special education in the state of Michigan whose district's contracts were included in the contract population.

Each questionnaire was numbered and identified on a master list maintained independently of all other data in order to guarantee confidentiality of information.

A follow-up letter including a second questionnaire and stamped envelope was mailed three weeks after the original survey to those not responding to the first mailing. A third letter was sent to four directors asking for their cooperation in returning the form.

### Categorizing and Tabulating the Questionnaire Responses

After approximately 50% of the questionnaires were returned the writer invited three of his fellow graduate students in Special Education Administration to a meeting to help judge, develop categories, and tabulate responses to the questionnaire. The returned questionnaires were distributed among the judges and the writer acted as recorder. Each response was read aloud to the group. As each response was read it was either made the basis of a new category or was assigned to an existing category. As this task progressed, categories were modified to include more responses or were eliminated as inappropriate. All changes were discussed and agreed upon by the judges and were so recorded.

All responses to a given question in the questionnaire were recorded before the next was considered.

After the initial categories for the responses were developed, the writer further refined the wording and met with the judges to discuss the changes. As more questionnaires were returned the writer assigned the responses to the existing categories. When this task was completed the writer again met with the judges to assure the appropriateness of the categorization of responses and to check some minor revisions of wording in the titles of the categories.

The results of this categorization are presented in Chapter IV.

### Treatment of the Data

All data from the questionnaire were organized to answer research questions two through four. Various tables summarize the responses and, along with the text, describe the reactions of the respondent population to the questionnaire. (For further explanation of the respondent population please see below.) Frequencies of response and the content of the responses contributed the major portion of the data used to answer the above mentioned research questions.

The establishment of means and other descriptive statistics were not seen as appropriate due to the diversity and low frequencies of the responses. In several cases the writer found it advisable to attend to responses which had very low frequencies (1 or 2 responses) as much as to those which were more common.

### The Populations

As can be seen above, this study deals with two populations. One, a population of contracts representing 68 school districts, and the other, a population of local special education directors from these same school districts. The characteristics of the contract population are discussed at the beginning of this chapter.

#### The Respondent Population

The respondent population consisted of the 68 local directors who were working in the local district at the time the contract used in this study was in effect.

The reaction of local directors of special education is seen as being most appropriate for this study as they are in the most advantageous position to judge the effects of contracts on their district's special education programs. They are assumed to be aware of the feelings of the special education teachers and the district's administration relative to the contracts. Because of their unique position it is also assumed that the local directors would be best able to synthesize the feelings of these teachers, administrators, and school board members into valid projections concerning the structure and effects of future contracts relative to special education.

Fifty-five (81%) of the directors responded. Of these responses, forty-nine (49) or 89% contained data that could be scored.

Below is a brief summary of the size of the districts and the longevity of the directors in the districts which make up the respondent population used in this study. More accurately, the figures presented below are based on a portion of those who received the questionnaire which represents 72% of that population. This group of respondents will be referred to as the respondent population.

As can be seen in Table 1 the districts whose student population ranged from five to ten thousand made up the largest group of districts in the respondent population. This population does not include Detroit, the state's largest school district. The mean local district size of 12,386 students points to the fact that intermediate

school districts carried the major administrative burden for special education in the majority of smaller districts in Michigan

TABLE 1  
School District Size (total student membership)

| Size of Districts      | Number of Districts |
|------------------------|---------------------|
| More than 15,000       | 13                  |
| 10,000 to 15,000       | 7                   |
| 5,000 to 10,000        | 22                  |
| 3,000 to 5,000         | <u>7</u>            |
| Total                  | 49                  |
| Range: 3,750 to 38,195 |                     |
| Mean: 12,386           |                     |

Below is a summary of the years of employment in current position held by the respondents whose reactions were used in this study.

TABLE 2  
Director Longevity

| Length of Time                 | Number of Directors |
|--------------------------------|---------------------|
| More than 10 years             | 8                   |
| 5 to 10 years                  | 20                  |
| 1 to 4 years                   | <u>21</u>           |
| Total                          | 49                  |
| Range: 1-1/2 years to 14 years |                     |
| Mean: 5.8 years                |                     |

Several directors of special education who were employed in the 1970-71 school year were not included in this study as they were not employed during the 1969-70 school year when the contracts under investigation were in effect. The recent expansion of special education services is reflected in Table 2 when one notes the large number of directors who had been employed in position less than five years.

## CHAPTER IV

### RESULTS

This chapter is divided into two major portions: 1) Analysis of Contract Items, and 2) Results of the Survey.

The "Analysis of Contract Items" addresses itself to the research question: "What is the number and content of contract items pertaining to Special Education in the selected population of contracts?"

The "Results of the Survey" provides data on the remaining research questions: (1) What has been the extent of involvement of Special Education personnel in the negotiation process?, (2) What are the perceived effects of the collective negotiation process of Special Education programs as reported by local directors of Special Education?, and (3) What changes in, or additions to current contracts are seen by local directors as being needed and justifiable for the improvement of Special Education in their district?

Throughout this study, the terms district and contract are used interchangeably. In all cases, each district is represented by one and only one contract.

#### Analysis of Contract Items

A description of the material which pertains directly to Special Education found in the 68 contracts studied is presented

herein. The procedure used to identify these various items is described in Chapter III.

Table 3 outlines the various categories and sub-categories in which items from the contracts are distributed. Chapter III contains a discussion of the procedure used in arriving at the categories presented below. Any one contract may be represented more than once if it contains material applicable to more than one category or sub-category. For example, a contract may contain material on salary differentials, the referral and placement of "special students," and class size. In this case the contract would be counted three times.

As seen in Figure 1 there were 326 contract items identified. This produces an average of 4.8 items per contract with a range from one to 18 items per contract. A detailed tabulation of the contract items by category and district can be seen in Appendix A.

An item is a sentence, phrase or grouping of sentences which expresses a well-defined thought. Several items may be contained within one contract clause and conversely, several clauses may be necessary to develop one item. (See Definitions of Terms in Chapter I.) Each of the categories is discussed with regard to: 1) the frequency of items; 2) a description of the differing approaches to the issues in the category; and 3) examples from the contracts when appropriate.



TABLE 3  
Distribution of Contracts by Category and Sub-Category

| Category and Sub-Category   | Number of Contracts |                   | Percent of Contracts (Based on 68 contracts) |                   |
|---|---------------------|-------------------|--|-------------------|
|   | Sub-category        | Total in category | Sub-category                                 | Total in category |
| I. Salary Differentials for Special Education Personnel. . . . .        |                     | 45                |  | 66.2              |
| II. Handicapped Students in Regular Classrooms . . . . .                |                     | 41                |  | 60.3              |
| A. Items defining children . .  | 40                  |                   | 58.8   |                   |
| B. Items describing help given to the regular teacher. . .              | 35                  |                   | 51.5   |                   |
| C. Items setting an identifiable tone (mood). . . . .                   | 22                  |                   | 33.4   |                   |
| III. Class size . . . . .   |                     | 28                |  | 41.2              |
| IV. Referral and Placement of "Special students" . . . . .              |                     | 24                |  | 35.3              |
| A. Items concerning referral procedures. . . . .                        | 21                  |                   | 30.7   |                   |
| B. Items concerning placement policy. . . . .                           | 9                   |                   | 13.2   |                   |
| C. Miscellaneous material. . .  | 8                   |                   | 11.7   |                   |
| V. Time Commitments for Special Education Personnel. . . . .            |                     | 17                |  | 25.0              |
| VI. Maintenance and Expansion of Special Education Programs . . .       |                     | 10                |  | 14.7              |
| VII. Special Education Staff on Committees . . . . .                    |                     | 10                |  | 14.7              |
| VIII. Integration of Special Education Students into Regular classes. . |                     | 6                 |  | 8.8               |
| IX. Provision of Space and Materials for Special Education Personnel.   |                     | 6                 |  | 8.8               |
| X. Length of School Day for Special Education Students . . . . .        |                     | 3                 |  | 4.4               |
| XI. In-Service Days for Special Education Staff. . . . .                |                     | 3                 |  | 4.4               |
| XII. Special Education Programs included in Summer School. . . . .      |                     | 2                 |  | 2.9               |
| XIII. Miscellaneous. . . . .  |                     | 9                 |  | 13.2              |

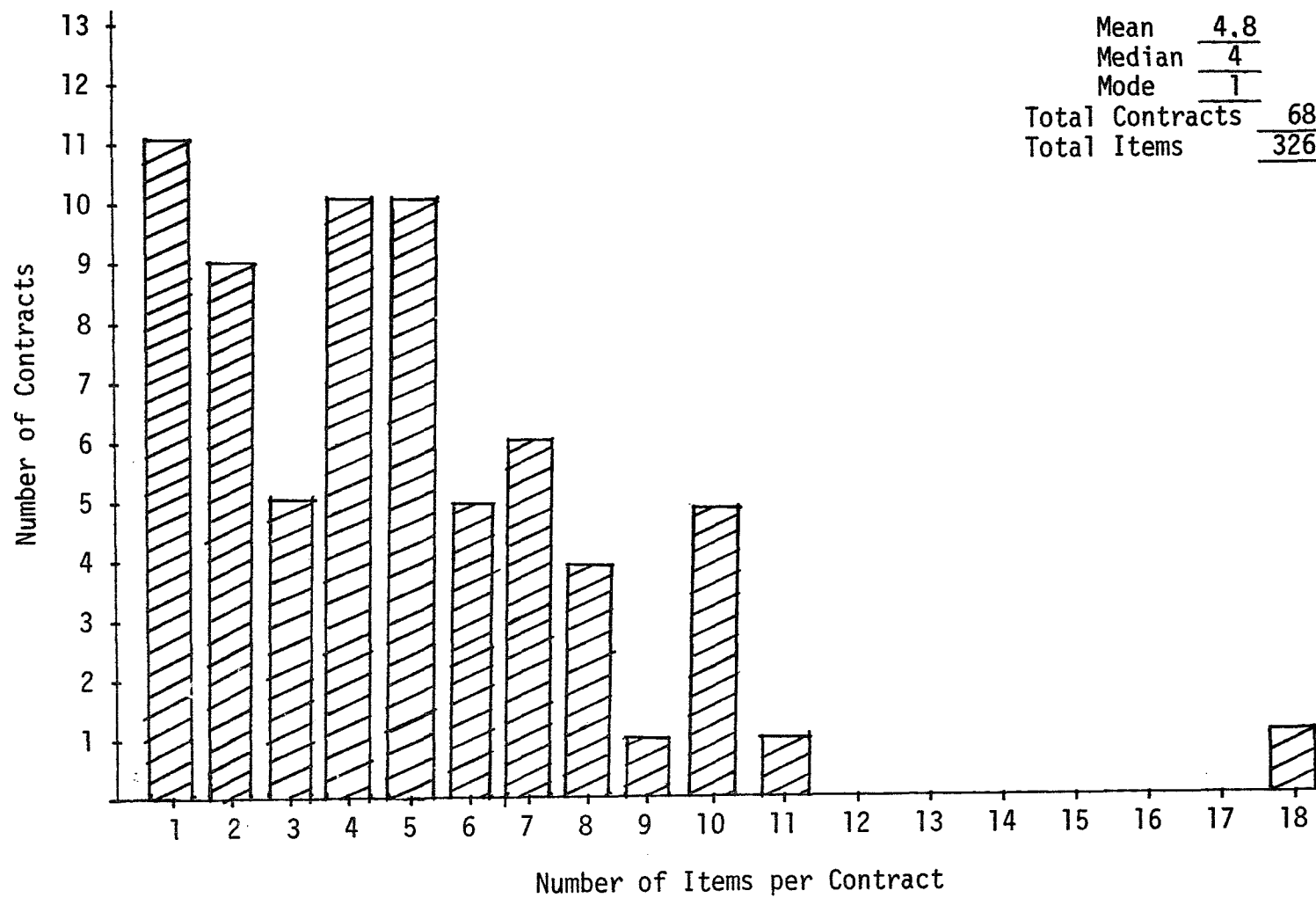


FIGURE 1

Distribution of Item Frequencies by Number of Contracts

The examples used were chosen to give the widest possible range of differences found within a category or sub-category of items. They include both the most "typical" item and, if the size of the category permits, one or more of the atypical statements.

I. Salary Differentials for Special Education Personnel

As seen in Table 3, the subject of salary differentials paid to special education personnel was mentioned in 45 (66.2%) of the contracts. Forty-nine items are included in this category.

A. Flat rate differential (13 districts--15 items)

This cluster of items represents districts which base their special education differential on a flat rate paid to all special education personnel. A point of confusion may arise as some contracts do not recognize diagnosticians (now known as school psychologists) and school social workers as part of the bargaining unit. (See data relating to research question #2.) These flat rates ranged from \$125 to \$500, with three districts using the \$400 figure (see Table 4).

B. Differentials (in dollar amounts) which vary with job classification (10 districts--11 items)

These salary schedules included a differential based on the various classifications of Special Education personnel. These

TABLE 4

## Number of Districts and their Flat Rate Salary Differential

| Amount of Differential | Number of Districts |
|------------------------|---------------------|
| \$125                  | 1                   |
| \$200                  | 1                   |
| \$220                  | 1                   |
| \$250                  | 1                   |
| \$300                  | 2                   |
| \$350                  | 1                   |
| \$400                  | 3                   |
| \$425                  | 1                   |
| \$500                  | <u>2</u>            |
| Total                  | 13                  |

differentials ranged from a low of \$51 per year for a classroom teacher of the Educable Mentally Impaired to a high of \$1,000 for a diagnostician. Each district varied both in the amount of differential and the job classification involved. Due to the complexity of the data, a detailed description was judged to be impractical for this study.

C. Differentials (in percentages) which vary with job classification (8 districts--9 items)

In these districts, the salary differential was based on a percentage of the base salary for a Bachelor's Degree or on a percentage of the contracted salary for the individual at a given step on the salary schedule. This percentage changed with the various job classifications within the district.

Five districts used the contracted salary of the individual as a base for their differential and three used only the base salary in computing the differentials. The percentages used ranged from a low of 3% to a high of 10%.

D. Differentials based on percentage applied to all special education personnel (6 districts--7 items)

These districts had a differential based on one percentage applied equally to all classifications of special education personnel. Four of these districts based their differential on a percent of the step in the pay schedule on which an individual is placed. The remaining three districts based their differential on the starting step for new teachers with a Bachelor's Degree. The percentages ranged from 2.5% to 10%.

E. Mixture of dollar and percentage differentials (3 districts--3 items)

This group of districts expressed its differentials by giving some job classification an increase based on a flat rate in dollars and others based on percentages. This appears to reflect a fragmented approach to the development of a salary schedule.

F. Arbitrary acceleration of Salary Schedule (2 districts--2 items)

These districts accelerated the individual on the salary schedule as their means of creating a special education differential.

G. Elimination of the differential (2 districts--2 items)

These districts have eliminated or projected the elimination of the pay differential for special education personnel.

Other methods were used by three school districts to increase the yearly income of special education personnel which cannot be considered a true differential. Two districts extended the special education teachers' work year with commensurate salary increases. Another district wrote into its contract an overtime allowance which allowed specific special education personnel to claim a specified amount of overtime.

#### Category Summary

All but two of the districts mentioning salary differentials maintain some form of added payment for special education personnel. Two districts have indicated that their policy is one of eliminating the differential. The form of payment used most often was a "flat rate" given to all special education staff. Several other forms of payment were used, these included percentages of various steps on the salary schedule, and payment for overtime and/or extended contract years.

#### II. Handicapped Students in Regular Classrooms

As seen in Table 3, this subject was mentioned in 41 contracts or 60.3% of the contract population.

These students were mentioned more than once in 37 contracts. This category is divided into three sub-categories: items defining children; items referring to the manner in which the teacher will be helped; and items which appear to set a tone (mood) relative to handicapped students in the regular classroom.

These contract items refer to children who were in regular classrooms and who exhibited behavior which might make them eligible for special education services. The majority of these items appeared to refer to children with emotional or social problems.

#### A. Items Defining the Children

The contract items are stated here as direct quotes or paraphrases from the contracts. All 41 districts in this category are represented.

1. The children were described as those "requiring the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons." (22 districts--23 items)
2. The children were described as those "having special physical, mental, and emotional problems . . . ." (12 districts--12 items)
3. The children were described as disruptive or having disciplinary problems along with other characteristics. (7 districts--7 items)
4. The children were described as "Any pupil who is determined by the administration after consultation with appropriate qualified professional people to be incapable of adjusting to the regular classroom." (3 districts--3 items)
5. The children were characterized as being certified emotionally disturbed. (2 districts--2 items)
6. Miscellaneous items: (6 districts--6 items)
  - a. "The Board recognizes its responsibility to continue to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board acknowledges that exceptional children sometimes require special education and treatment by specially certified teachers and other personnel."
  - b. "In the event the child does not qualify for special placement, the teacher shall receive all

possible advice, assistance, and service from other personnel relative to the needs of the child."

c. "In the event a child does not qualify for special education placement . . . ."

d. ". . . pupils who need special attention or treatment . . . ."

e. ". . . emotionally disturbed, underachievers, or culturally disadvantaged."

f. ". . . for emotionally disturbed, physically handicapped or mentally handicapped children."

#### B. Items Describing the Help Given to Regular Class Teachers

Thirty-five of the 41 districts in this category are represented here. The reader will note a wide diversity regarding this issue.

1. This cluster of items represents districts in which help was given to the regular teachers of these districts by relieving the teacher of her responsibilities for the child in question. (17 districts--17 items)

##### Examples:

a. ". . . the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils, once it is determined outside help is required."

b. "Personnel believing such students are assigned to their classrooms may request their transfer and shall present evidence supporting this request to the principal and Pupil Personnel Department which shall recommend appropriate action."

2. The common denominator here is a general reference to the fact that something should be done to help the teacher but no guarantee of specific help was given. (12 districts--12 items)

##### Examples:

a. "The board recognizes its responsibility to continue to give reasonable support and assistance to



teachers with respect to the maintenance of control and discipline in the classroom."

b. "Special attention will be given whenever special students are placed in a regular classroom."

3. Help in the districts represented in this item cluster was the reduction of class size when a handicapped child was in a regular classroom. (9 districts--9 items)

Examples:

a. "Whenever possible, special attention will be given to reducing class size when such special students are placed in a regular classroom."

b. "In computing class load, a child awaiting placement in special programs shall be counted as two students."

4. Help was guaranteed to the regular class teacher. However, the exact type of help was somewhat unclear. (6 districts--6 items)

Examples:

". . . the teacher shall receive regular counseling and/or other assistance (which may include visitation from the special education department) to aid the teacher in handling the pupil."

5. Miscellaneous (3 districts--3 items)

Examples:

a. One district deals with the problem of handicapped children in the regular classroom by outlining a seven-step procedure which can lead to special class placement. At each step, the procedure and person responsible is clearly stated.

b. ". . . the Board will take the necessary steps to refer the child to the appropriate service."

c. ". . . personnel believing that such students are assigned to their classrooms may request their transfer and . . . ."

C. Items Which Appear to Set a Tone (Mood) Relative to Handicapped Students in the Regular Classroom

Due to the subjective nature of this material, the writer has chosen to abandon the regular format for the presentation of data. Below is a brief presentation of the material which is interpreted as setting a definite tone in the contracts relative to the handicapped child in the regular classroom.

Twenty-two contracts contained material which appeared to set a tone or mood in the contract. Examples of this material are:

1. "The teacher may not fairly be expected to assume the role of warden or custodian of emotionally disturbed students or be charged with the responsibility of psychotherapy."
2. ". . . their [handicapped children] presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unreasonable demands upon the teacher or students."
3. "The Board recognizes that it is not feasible for regular teachers to accept the responsibility for instructing pupils who need special attention or treatment."

Category Summary

This category contains the largest number of contract items and is one of the most diverse. The category is divided into three sub-categories.

The disruptive or socially deviant child dominates. The majority of the descriptions of this type of child are broadly worded and could include those who are in the normal process of maturation and growth.

With the exception of five districts, the responsibility for determining the child's need for special help is not well-defined.

The prevailing pattern of help given to the regular class teacher, who has a suspected handicapped child in her room, is either a vague offer of help or the removal of the teacher's responsibility for the child. The next most frequent approach to this situation is the reduction of class size. This solution appears to be based on the assumption that fewer children in the class is sufficient help and will allow the regular classroom teacher to adequately deal with the handicapped child.

### III. Class Size

The 28 districts which had statements in their contracts pertaining to the class size and case loads of special education personnel represent 41.2% of the contracts in the study. Thirty-one items are in this category.

- A. A general acceptance of the state recommended maxima (15 districts--15 items)

Items in this cluster represent an approach which is characterized by statements accepting the state recommended maxima for special education classes. These statements are worded using some form of the phrase, "State recommendations shall be observed," or the number designated are identical to those recommended by the state.

## Examples:

1. Special education and consultant loads shall not exceed the maximum standards adopted by the Michigan Department of Education.

2. Special classes for handicapped or mentally retarded . . . 15 pupils.

- B. Some maxima in each district specified at below state recommendations. (5 districts--5 items)

In this cluster maximum class sizes are set at or below the state recommendations. In each district, the maximum for at least one program are set below state recommendations.

## Examples:

1. Early elementary special education "Type A" rooms will not exceed a maximum of twelve. Upper elementary "Type A" rooms will not exceed a maximum of fifteen.

2. In order to provide placement flexibility in programs . . . the Board will attempt to hold enrollment in these special education classes to less than the state defined capacity at the opening of the school year.

- C. Some maxima for classes in these districts are set higher than the state recommendations. (5 districts--5 items)

One district had set the maximum for Partially Seeing and Hard of Hearing at two pupils per class above the state recommendations, the other increased the maximum class size for "Type A" classes by five pupils per room.

- D. State recommendations held as ideal--escape clauses included (4 districts--4 items)

These districts have worded their contracts so that more students than the state recommends may be placed in their special education classes.

Example:

If the size of any Special Education class exceeds the state recommendations, the consultant in Special Education will explain the reason to the teacher concerned. If the teacher is not satisfied, the teacher may request that the administration explore with the Union the possibilities of reducing the size of the class.

- E. Optimum and maximum class sizes are stated (2 districts-- 2 items)

These districts had defined both an optimum and maximum number of students for their special education classes. The maxima were set at state recommendations with one exception. The class size in one district for the emotionally disturbed was set at two over the state recommendations.

Example:

|  | Optimum | Maximum |
|--|---------|---------|
| Special classes for handicapped or mentally retarded | 12      | 15      |
| Emotionally disturbed classes                        | 9       | 12      |

The above description covers all the districts who mention class size in their contracts. Below are two additional statements concerning class size that were found in the contracts. They are presented in an abbreviated form.

Examples:

1. "A proportional reduction in Special Education classes . . . would be made by use of federal funds from the ESEA act."
2. ". . . the goal shall be one social worker for each Junior High and one male and one female social worker for each High School and an overall ratio of one social worker to twelve hundred pupils . . . ."

### Category Summary

In summary, 19 of the 27 districts reporting material in this category complied with, or had smaller classes than the state recommendations. Six districts either had an escape clause which would allow the class size to be more than the state recommendations or had maxima larger than state standards. The remaining two districts had a mixture of smaller and larger maxima than the state recommendations.

### IV. Referral and Placement of Special Students

The terms "referral" and "placement" as used in this discussion have reference both to students starting and terminating special services. They also refer to both the regular and special classrooms.

This category is divided into three sub-categories. Each sub-category contains several item clusters which represent different approaches to the referral and placement of students. It is made up of material from 24 districts (35.4%).

#### A. Items Concerning Referral Procedures

Twenty-one districts (30.4%) had contract clauses which relate directly to referral procedures for children in special education classes or those who are thought to need special services.

1. In this cluster responsibility for the start of the referral procedure rests with the teacher. The children are first referred to their principal who in turn decides what further referrals are appropriate. (11 districts-- 13 items)

## Example:

"Each classroom teacher will consult with the building administrator whenever special needs of children assigned are recognized, and each classroom teacher will refer specific children for special services."

2. Each of these contracts mentioned referrals by the teacher may go to the Pupil Personnel or Special Education Department without specifically mentioning the approval of a principal. There was very wide diversity in the wording of these particular items. (4 districts--4 items)

## Examples:

a. ". . . teachers believing that such students are assigned to their classroom, shall request consideration of such students through referral procedures for review and disposition by the department of pupil personnel services."

b. "Any teacher may request diagnostic services for pupils he has reason to believe have learning problems which warrant special education placement or service. Such diagnostic service shall be provided. The teacher will receive a report of the findings and recommendations of the diagnostician."

3. These districts placed the responsibility of referral procedures upon the board. (2 districts--2 items)

## Example:

". . . whenever a classroom teacher suggests on a written form (available in all buildings) that a student needs special assistance, the Board shall continue to follow prescribed referral procedures."

4. Miscellaneous (4 districts--4 items)

a. "At the beginning of each school year, all special education staff will receive information about referral procedures, administrative job descriptions, requesting procedures, conference attendance information, and administrative expectations for year-end reporting."

b. "When a child is designated by the Board's consulting psychiatrist as needing special hospitalization or special care and who, in his best judgment, cannot benefit from the regular classroom, every effort will be made to find appropriate placement for such a child. The case will be referred to the Crisis Committee."

c. "Special Education teachers will continue to be alert to children who appear to be able to return to regular grade or appear in need of a different Special Education teacher; such children, regardless of the period of time in the special program, shall within one semester of the recommendation be re-evaluated and/or retested and categorized in terms of emotional, academic, and physical factors. Pursuant to such re-evaluation and/or retesting, the pupil will then be appropriately placed."

d. "Prior to such formal identification, the teacher must . . . . [A specific procedure appears in the contract.] . . . ."

Twenty-one (30.4%) districts had made some provisions for the referral of children in need of special services in their contracts. Of interest is the fact that only one district in the study had made contractual mention of referring children for placement out of special education.

#### B. Items Concerning Placement Policy

Nine districts (13.2%) had contract clauses which relate to some form of placement. Several of the clauses in the above discussion on referral contain phrases which allude to placement procedures, however such procedures were not specifically stated.

1. In this cluster placement of a handicapped child in a regular classroom is made contingent upon the receiving teacher's approval. (3 districts--3 items)

#### Examples:

a. "The teacher not having special education preparation, will not be given the responsibility for the care and instruction for a legally certified emotionally disturbed or mentally retarded child. Exceptions may be made when the child's behavioral patterns have been controlled and the services of a consultant are available and the mutual opinion of the consultant and that of the child's teacher and principal are that he can function in a normal class setting."



b. "Special education students will not be placed in regular academic classes without prior consultation with the academic classroom teacher."

2. Help for teachers when a child is placed in their room while awaiting placement in a special education classroom is outlined in these items. (2 districts--2 items)

Example:

If special education placement is recommended for a pupil and such placement is delayed by reason of the unavailability of space or the lack of an appropriate program, the teacher shall receive regular counselling and/or other assistance (which may include visitation) from the special education department to aid the teacher in handling the pupil. Such pupils will be considered for a modified daily or weekly program.

3. Miscellaneous material concerning placement. (5 districts--5 items)

Examples:

a. "Before a child is removed from a special education classroom, the principal, coordinator or director shall consult with the teacher involved."

b. "Placement in or discharge of students from special education classes shall follow the current rules and regulations established by the State Department of Education."

#### Miscellaneous Material--Applicable to Referral & Placement of Special Students

1. These districts guarantee that the psychological reports of special education students admitted to the program shall be readily available to the teacher. (2 districts--2 items)

2. "Before a child is removed from a special education classroom, the principal, coordinator or director shall consult with the teacher involved." (1 district--1 item)

3. "On or before June 10 of each year, all Type A classroom teachers shall receive a tentative list of students in their class for the first semester of the next school year." (1 district--1 item)

4. "Transfer students shall be admitted upon the direction and authorization of the Director of Special Education." (1 district--1 item)

5. "Teachers may request a case conference on a child at which time re-certification may be requested." (1 district--1 item)

### Category Summary

Not as many districts are included here as one might expect. However, it is felt that this type of policy statement might very well be included in documents other than contracts in many school districts.

It is interesting to note that only one district guarantees the teacher feedback concerning referrals she has initiated.

Two districts in the population have contract clauses referring to the re-evaluation and/or termination of services to their handicapped students. This appears somewhat out of balance when one considers the fact that 20 districts have contract clauses concerning the referral and placement of students into special programs.

Again it can be mentioned that the Manditory Special Education law specifically addresses itself to this topic by requiring a regular review of both the students program placement and his eligibility for Special Education services.

### V. Time Commitments for Special Education Personnel

Seventeen (25.0%) contracts contained items which mention time commitments of special education personnel. The

contract wording in this category is diverse and occasionally unique.

- A. Adjusted but commensurate teaching schedules (4 districts--4 items)

In this cluster special education personnel are guaranteed adjusted but commensurate schedules with other teachers in the district.

Example:

"Special education teachers shall have adjusted schedules, conforming to special circumstances but commensurate with normal schedules."

- B. Special staff have the same schedule as others in the building (3 districts--3 items)

These districts based the schedule of the special education staff on a building by building status.

Example:

"Special education staff and other special staff (counselors, etc.) will follow the same schedules as other teachers in the buildings in which they are working."

- C. Relief and preparation time guaranteed to the same extent as other teachers in the district (3 districts--3 items)

These districts mentioned relief and preparation time but the length of the school day is left open to question.

Example:

"Special education teachers shall be provided with relief and preparation time at least to the same extent as other teachers in the district."

D. Duty free lunch (4 districts--4 items)

Each district approaches this issue differently. Because of the extreme diversity of these items each is quoted below.

1. "Special Education teachers are entitled to a duty-free uninterrupted lunch period of not less than fifty (50) minutes."

2. "Positive action shall be taken by the Administration to provide Special Education teachers with a full lunch period free of supervision of children as rapidly as possible. In any school where lunch time relief has not been provided, the Administration shall, on request of the Union, state the reason(s) in writing."

3. "In those elementary buildings where special education classes are located and special education students must stay during lunch hours, teacher-aids will be hired for both inside and outside supervision."

4. "Where there are special pupil needs clearly identified, the Building Administrator may assign the classroom teacher who works with the children throughout the regular school day to have lunch with the specific children identified. These special cases will include some suspected Aphasic children assigned to special education classes."

"If the Building Principal finds it necessary to assign one teacher to have lunch with special children, the Building Administrator shall relieve the specific teachers involved from other teacher-supervisory activities outside the classroom not related directly to the special children involved."

E. Special Education teachers prohibited from being used as substitutes (2 districts--2 items)

Special education teachers represented in this cluster are prohibited from being used as substitutes, with exceptions.

Example:

"Except in the case of an emergency, these teachers [special education] will not be used as substitutes for other teachers if it means cancellation of their regular duties."

F. Miscellaneous (4 districts--4 items)

1. ". . . personnel of the Pupil Personnel Services Department shall be required to attend building meetings only if their professional services are reasonable required."
2. Special Education teaching hours are specifically outlined by building and program.
3. On city-wide curriculum days in one district "Elementary Special Education classes will not be held and teachers shall use this time for parent-teacher conferences."
4. "Speech correction teachers shall begin teaching not earlier than two weeks after the opening of school nor continue beyond two weeks prior to the close of school in June. The time thus made available shall be used for recordkeeping, screening of students, and similar professional activities."

Category Summary

One-fourth of the contracts in the population contained items referring to the time commitments of special education personnel. The major observation in this category is that special education personnel were assigned time commitments closely approximating those of the "regular" teacher.

Clusters C and D above appear to guarantee the special education teacher time commitments commensurate with those of the "regular" teacher.

School law now standardizes the school day for special education students. The special education child is entitled to the same number of class hours as the "regular" child in any given school district. This statement is modified by the fact that an individual child may be scheduled for less time in a school program if deemed

appropriate by a duly constituted Educational Planning and Placement Committee. The composition and duties of this committee are presented in the rules and regulations which accompany Public Act 198 of 1971.

VI. Maintenance and Expansion of  
Special Education Programs

Ten districts (14.7%) are included here. The contract provisions form five clusters.

- A. Board agrees to "seek ways" to provide appropriate services (4 districts--4 items)

Example:

"The Board acknowledges that exceptional children require special education by specifically certified teachers. Therefore, the Board agrees to continue to seek ways, means, and personnel to further expand and create appropriate programs to serve the needs of such children."

- B. Agreements to increase psychological testing services (3 districts--3 items)

Example:

"The Board will attempt to increase the psychological testing program, to add school psychologists to the district, to employ visiting teachers, and to correlate the activities of these specialists with the regular classroom activities of the teachers so as better to meet the needs of the students in the community."

- C. Expansion of services is subjected to several restrictions (2 districts--2 items)

Example:

"The Board will support and increase special education programs within budgetary limitations and availability of space and qualified applicants, and at the professional discretion of the administrator."

- D. Specific provision for establishing rooms for the emotionally disturbed (1 district--1 item)

Example:

"Specialized classrooms will be established for the teaching of emotionally disturbed children, and appropriately trained personnel will be sought to teach such classes, within the limitations of available personnel, facilities, and funds. The Special Services Department will consult with the association as to the establishment of such a program."

Category Summary

About half of the contract clauses mentioning the maintenance and expansion of Special Education programs in their contracts appear to be vague and/or somewhat restrictive. Others describe the services available without any elaboration and one contains specific provisions for emotionally disturbed children.

The provision of adequate review for handicapped students is now guaranteed by State Law (PA 198 of 1971). This law has the effect of removing the option of the provision of services to handicapped children from the area of contract negotiations.

VII. Special Education Staff on Committees

This category represents ten (14.7%) districts and 13 items. These contract items are assigned to six clusters. Each cluster represents special education staff participation on a different type of committee. One contract item was chosen to serve as an example of the items which make up the grouping.

A. Curriculum or Instructional Councils (4 districts--4 items)

Example:

The council shall be composed of: ". . . one teacher from the department of special services elected by teachers of that department."

B. Special Education Committee (2 districts--2 items)

Example:

"A Special Education committee composed of two teachers chosen by the LSEA and three coordinators shall review all requests for teacher aids submitted by Special Education classroom teachers. The recommendation of this committee shall be reviewed by the Director of Special Education for final disposition."

C. Crisis Committees (2 districts--2 items)

These committees are made up of a group of educators who meet to make program plans for children who pose severe behavior problems. The exact composition of the committee varies with each child being considered.

Example:

"The committee is a group of [name of district] educators who meet to make program plans for children who are posing severe behavior problems. . . . The committee does not have a regular location or time to meet but is convened by the Director of Special Education when the need arises." [The need is outlined in eight steps.]

D. Professional Study Committees (2 districts--3 items)

These committees review needs for Special Education children and other topics which may wish to consider.



## Example:

"This committee shall . . . review . . . programs for Special Education, and any other professional areas which the committee may agree to consider."

Note: There is no guarantee that special education personnel will be on these committees.

## E. Hours and Wages Committees (2 districts--2 items)

## Example:

"A committee . . . will be formed to conduct an in-depth examination of the following special positions. This examination shall consist of the development of work descriptions, . . . and relationships in the reimbursement schedule." [Positions are listed in the contract.]

## F. Educational Planning Committee (1 district--1 item)

## Example:

"The Educational Planning Committee shall be composed of the referring teacher, the receiving teacher, the principal, the diagnostician, and the responsible administrator . . . ."

## Category Summary

Ten districts are represented in this category. Three districts are represented more than once. The emphasis on the socially deviate child is noted here. Guarantees of special education teachers' participation on these committees are present in about one-third of the contracts represented in this category.

### VIII. Integration of Special Education Students into Regular Classes

The contracts of these six districts (8.8%) express a wide range of provisions for the integration of special education students

into the regular classrooms. Due to the small size of this category and the diverse nature of the items involved, sub-categorization is not necessary. Each of the districts is represented by a partial quote directly from their contract.

Examples:

1. "The children in the class for the orthopedically handicapped shall be granted by the Music Department at least one (1) music period per week, if possible."
2. "The elementary classes Type A shall have all special areas: art, music, etc. available to them as in the regular classes. The secondary classes shall have all areas of non-academic classes available to them . . . and academic areas where the individual student could successfully participate."
3. "Students from special education classes shall be integrated into regular classrooms whenever this would be educationally beneficial for such students and is in accordance with sound educational practices. The teacher's class load will be considered in placing such students."
4. "Special education classes shall continue to have access to all equipment, supplies and funds available to regular classes in the building. They shall also continue to participate in all special classes appropriate to the age levels and capacities of the students involved."
5. ". . . Special Education classes (excluding Type B) shall receive one . . . period of art instruction per week. . . . Special Education classes (excluding Type B) shall receive one . . . period of vocal music per week. . . . Special Education classes (excluding Type B) shall receive one . . . period of physical education instruction per week."
6. Same as example number 2 above.

Category Summary

About nine percent of the districts studied have contract provisions for the integration of special education students into

regular classes. Of these six districts, two make reference to the educational needs and capacities of the students being placed. Less than three percent of the districts studied contain contract provisions which appear to reflect current thinking concerning the re-integration of handicapped students back into the regular class.

#### IX. Provision of Space and Materials for Special Education Personnel

Six (8.8%) districts had contract provisions specifically relevant to the provision of space and materials for special education personnel. Each is quite different from the other, therefore, clustering is unnecessary.

##### Examples:

1. a. "The Board shall provide adequate private offices in a central building for all traveling personnel. Such offices shall be at ground level or above and provide adequate heat, ventilation, lighting and telephones."
- b. "Each school building shall provide a private, quiet room with facilities for use with children. Proper lighting, heating, and ventilation shall be provided."
- c. "Classrooms shall be located according to:
  - 1) The needs of special children.
  - 2) The continuity and need for proximity of the programs.
  - 3) The adequacy of the building administrator to cope with Special Education programs."
2. ". . . to provide adequate office space, adequate space for special services, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards . . . ."
3. ". . . adequate work space for special teachers . . . ." [Insofar as possible, the Board will make this available.]

4. "The Board agrees to continue to work toward providing instrumental music teachers, visiting teachers, social workers, speech correctionists and reading consultants with instructional space in school buildings."

5. "Each special service teacher or supplemental personnel shall have a specified locking desk with chair and/or locking file cabinet in his home school. Where or when feasible, he shall also have office space available."

"Teaching materials and workbooks shall be made available to teachers of the homebound."

6. "The Board shall make available the following provisions for special services (diagnosticians, speech, hearing and physical therapists, visiting teacher, . . .): 1) rooms which may be smaller than standard classroom size, eg., to accommodate approximately ten students and the teacher; and 2) equipment and materials for such special services centrally located in each building."

#### Category Summary

Each item in this category reflects a request for working conditions which appear to be minimal in nature. Contract items are often developed to alleviate situations the teachers feel are detrimental to themselves or their students.

#### X. Length of School Day for Special Education Students

Three districts (4.4%) make direct mention of the length of the school day for special students. Two opposing views regarding this topic are mentioned.

#### Examples:

1. ". . . to provide a class day for students in special education comparable in length to the class day of regular students."

2. "The elementary Type A students require a shorter school day than the normal child and shall be granted a shorter school day."

### Category Summary

These two views were characteristic of a debate which was current during the year in which the data was being gathered. In September of 1970, a memorandum was issued from the Department of Education, of the State of Michigan (Beckman, 1970), which stated in part that "it is our position that the length of the instructional day should be the same for handicapped children as for any other child in that school district." This statement goes on to outline the procedure to be used when a change in the above position is desired by a local school district.

The rules and regulations which accompany PA 198 of 1971 enforce this position and prescribe the procedure which must be followed to modify the length of the school day of any individual child.

### XI. In-Service Days for Special Education Staff

Three districts specifically made mention of in-service training days for special education personnel. This represents 4.4% of the contract population.

#### Example:

"Special Teachers shall have at least one in-service day, or the equivalent thereof, scheduled so that they have the opportunity to meet in groups."

## XII. Special Education Programs Included in Summer School

Two districts (2.9%) make particular mention of summer school provisions for some special services.

Example:

The school social work program and the psychological testing program shall be expanded into the summer school period.

## XIII. Miscellaneous

There are nine districts (13.2%) and 12 items in this category. Though it has little organization, it contains some of the more unique items in the study.

Examples:

1. "Notification of all state, regional and national workshops, conferences and meetings concerning Special Education shall be distributed to all special education teachers."
2. "Class size . . . Elementary classes . . . the above does not include deficiency handicaps such as remedial reading and it does not include those students who have been returned to the regular classroom for Special Education classrooms, or who are receiving special education services as part of the regular classroom instruction."
3. "An Itinerant Teacher is responsible to the building principal during the time he is on duty within said principal's building."
4. "Only counselors and special teachers will be hired who meet at least the minimum qualifications and requirements of the North Central Association and/or the State of Michigan."
5. "Field Trips shall be made available to elementary and secondary special education classes."

6. "Copies of psychological reports written by the Special Education Department concerning the referred child shall be forwarded to the building for filing in the CA-60 and the teacher shall be so notified."

7. "Regular teachers of the subject, including Special Education teachers, shall be given priority in the selection of personnel for such workshops and meetings. Relief and resource teachers may also apply."

8. "Substitute teachers with training and/or experience in Special Education will be available as substitutes in Special Education. Prior to November 1, 1969, these substitutes will receive appropriate in-service training in all types of [name of school] Special Education classrooms."

9. "All tenure teachers, except special services personnel mentioned in D above, shall receive a written evaluation based on formal observations on separate days in their areas of certification. Special Services personnel will be evaluated by conference with the Director of Special Services."

10. "All probationary teachers, except speech correctionists, school social workers, . . . and teachers of the emotionally disturbed, before being placed on tenure or dismissed must have been observed a minimum of four (4) class periods . . . ."

11. "All speech correctionists, school social workers, . . . will be evaluated by conference with the Director of Special Services . . . ."

#### 12. Student-Teacher Ratio

". . . the following people are to be excluded in determining student-teacher ratio: . . . Note: Special Education students are to be included in the student count at the Senior High School level only."

### Results of the Survey

This portion of the study contains data which research questions two through four. Data for research question number one are contained in the previous portion of this chapter.

Questionnaires were sent to the 68 full-time local special education directors in the State of Michigan who were employed in the 1969-70 school year. Forty-nine of these directors responded to the survey in a manner which allowed valid data to be collected from their questionnaires.

All data presented are based on these forty-nine usable responses. These responses represent 72% of the total population and are referred to as the "respondent population." The word "sample" is avoided as it connotes a randomness which is not applicable to this study. All responses were made relative to the contract under which the directors were operating at the time of the study. All percentages refer to a percentage of the respondent population.

The following data are pertinent to research question #2 which reads: What has been the extent of involvement of Special Education personnel in the negotiation process?

#### Staff Covered by Local Contract

Seventy-six percent (37 directors) of the respondent population indicated that their entire special education staff was included under their local contract. This high percentage appears to point toward the inclusion of the special education staff within the "mainstream" of education. Diagnosticians (now known as School Psychologists) made up the group of professional staff most frequently excluded from a local contract. This appeared to be true in about one out of ten school districts.



Other than diagnosticians virtually all other certified full-time staff were included in the local contracts (see Table 5).

TABLE 5  
Staff Positions Not Included in Local Contracts

| Position            | Number of Districts | Percent |
|---------------------|---------------------|---------|
| Diagnosticians      | 5                   | 10.2    |
| Social Workers      | 2                   | 4.1     |
| Part-time staff     | 2                   | 4.1     |
| Non-certified staff | 2                   | 4.1     |
| Teacher counselors  | 1                   | 2.0     |
| Speech Therapists   | 1                   | 2.0     |

#### Director's Involvement with the Collective Negotiation Process

Nearly half of the directors in the respondent population were not involved with the collective negotiation process in their district (see Table 6). Another one-third acted only as consultant to the board.

As can be noted in Table 6 several respondents engaged in activities such as consultant to both board and teachers and developed proposals. These activities seem to reflect a concern for people on both sides of the negotiation table and may imply a particular concern for the special education program.

TABLE 6

## Involvement of Directors in the Collective Negotiations Process

| Type of Involvement                               | Number of Directors | Percentage of Respondents |
|---|---------------------|---------------------------|
| Not Involved                                      | 21                  | 42.8                      |
| Consultant to board (only)                        | 18                  | 36.7                      |
| Board Negotiator                                  | 5                   | 10.2                      |
| Developer of proposals                            | 4                   | 8.2                       |
| Consultant to teachers (only)                     | 3                   | 6.1                       |
| Consultant to board and teachers                  | 3                   | 6.1                       |
| Developer of both proposals and counter proposals | 2                   | 4.1                       |
| Developer of counter proposals                    | 2                   | 4.1                       |
| Observer only                                     | 2                   | 4.1                       |
| No response                                       | 1                   | 2.0                       |

Special Education Staff Represented  
on Negotiating Teams

In over 60% of the districts responding, the special education staff was not represented on their local teachers' negotiating team. It is difficult to accurately assess the impact of this lack of involvement. Perhaps team members sympathetic to special education adequately represented their causes.

Approximately one-fourth of the districts did have at least one member of the special education staff on the teacher negotiating team (see Table 7).

The following data are pertinent to research question #3 which reads: What are the perceived effects of the collective negotiation process on special education as reported by local directors of special education?

TABLE 7

## Special Education Staff Represented on Negotiating Teams

| Number of Staff          | Number of Districts | Percentage |
|--------------------------|---------------------|------------|
| None                     | 32                  | 65.4       |
| Yes (no number reported) | 4                   | 8.2        |
| 1 member                 | 11                  | 22.4       |
| 2 members                | 1                   | 2.0        |
| No response              | 1                   | 2.0        |
| Total                    | 49                  | 100.0      |

Changes in Staff Working Conditions

As seen in Table 8, thirty-nine (79.6%) of the respondents report changes in staff working conditions due to the presence of professional negotiations. Nine (18.4%) districts report no change and one did not respond.

The change most often reported was an increase in salary for teachers. Although the vast majority of the respondents saw the increase in teachers' salaries as a definite positive change; it is interesting to note that one felt that the increase in salaries and differentials was a liability to their program.

A decrease in after-school meetings was mentioned by eight (16.3%) of the respondents. Mixed feelings concerning this change were reported. Some respondents pointed out the difficulty they were having in communicating with their staff and initiating needed changes. Others pointed toward higher efficiency and less wasted time as positive aspects of a decrease in the number of after-school meetings.

TABLE 8  
Changes in Staff Working Conditions

| Type of Change   | Number of Districts | Percentage |
|--|---------------------|------------|
| No change  | 9                   | 18.36      |
| Salaries:  | 29                  | 59.2       |
| More overall (pos. resp.)                                | 18                  | 36.8       |
| More overall (neg. resp.)                                | 1                   | 2.0        |
| Increase differential (pos. resp.)                       | 5                   | 10.2       |
| Increase differential (neg. resp.)                       | 0                   | 0.0        |
| Decrease differential (pos. resp.)                       | 1                   | 2.0        |
| Decrease differential (neg. resp.)                       | 4                   | 8.2        |
| Fewer after-school meetings                              | 8                   | 16.3       |
| Positive response  | 1                   | 2.0        |
| Negative response  | 4                   | 8.2        |
| Neutral or mixed response                                | 3                   | 6.1        |
| Communication with regular education staff               | 6                   | 12.3       |
| Less   | 2                   | 4.1        |
| More   | 4                   | 8.2        |
| Better facilities, services, personnel                   | 5                   | 10.2       |
| Better working hours (including duty free lunch)         | 5                   | 10.2       |
| Teacher treated same as regular (pos.)                   | 5                   | 10.2       |
| More teacher input into decision-making                  | 3                   | 6.1        |
| More communication within the staff                      | 2                   | 4.1        |
| Increased alienation between administration and teachers | 2                   | 4.1        |
| Less flexibility in scheduling                           | 2                   | 4.1        |
| Class size smaller                                       | 1                   | 2.0        |
| More efficient organization                              | 1                   | 2.0        |
| Guaranteed in-service training time                      | 1                   | 2.0        |
| Shift of emphasis from child to teacher                  | 1                   | 2.0        |
| No response  | 1                   | 2.0        |

There are mixed reports concerning the amount of communication directors have with their staff since the advent of professional negotiation (see Table 8). Other changes varied from district to district.

In summary, it can be said that many changes in staff working conditions were perceived as having taken place. Their quality and

quantity appear to be mixed with the exception of a general positive response concerning an increase in teachers' salaries.

Changes in the Administrator's Job  
Attributed to Collective Negotiations

Slightly more than one-third of the respondents report that professional negotiations have made no change in their jobs as an administrator.

Nine respondents (18.4%) reported a loss of flexibility in programming and general administrative activities, i.e., calling meetings, changing priorities in programming, etc. There was almost an even number of respondents reporting more and less control over their program (see Table 9).

TABLE 9  
Changes in the Administrator's Job Attributed to  
Collective Negotiations

| Types of Changes                                   | Number of<br>Districts | Percentage |
|--|------------------------|------------|
| No change  | 18                     | 36.7       |
| Loss of flexibility                                | 9                      | 18.4       |
| More control over program (greater responsibility) | 5                      | 10.2       |
| Less rapport and communication with staff          | 4                      | 8.2        |
| Less direct responsibility for program             | 4                      | 8.2        |
| Greater efficiency                                 | 3                      | 6.1        |
| No response  | 5                      | 10.2       |

The fact that over one-third of the respondents reported no change points toward a conjecture that professional negotiations

have not had a marked effect on many of the special education administrators in the population.

Changes in the Quality or Quantity of  
the Overall Special Education Program

As seen in Table 10 about 40% of the respondents reported no change in the quality or quantity of their special education program.

TABLE 10  
Changes in the Overall Special Education Program

| Type of Change  | Number of<br>Districts | Percentage |
|---|------------------------|------------|
| No change   | 21                     | 42.8       |
| More qualified teachers available                               | 8                      | 16.3       |
| Teachers becoming more self-centered and less<br>child-oriented | 4                      | 8.2        |
| More supportive services  | 4                      | 8.2        |
| Curtailed expansion   | 1                      | 2.0        |
| Less services available for mildly handicapped                  | 1                      | 2.0        |
| Screening improved  | 1                      | 2.0        |
| Teacher-pupil contact time lessened                             | 1                      | 2.0        |
| Increased integration   | 1                      | 2.0        |
| Increase in referrals   | 1                      | 2.0        |
| Closer supervision  | 1                      | 2.0        |
| Less flexibility in student placement                           | 1                      | 2.0        |
| Greater understanding of special education                      | 1                      | 2.0        |
| No response   | 7                      | 14.3       |

Eight respondents (16.3%) reported that qualified personnel were easier to find and that there had been an overall increase in their programs since the start of professional negotiations.

### Contract Items Having a Direct Effect on Special Education

Nearly two-thirds of the respondents reported that no particular item or items in their contract had a notable effect on their special education program (see Table 11).

The only items which were seen as having a particular effect by a prominent number of respondents (9 respondents, 18.4%) were those items referring to a salary differential. There appears to be a notable inconsistency between the number of reported changes in staff working conditions and the high frequency of responses reporting that no given item in the contract had a "significant" effect on their program. It may well be that at least two factors would contribute to this pattern. One might be a lack of intimate knowledge of the local contract itself. The other may well be that a given change in working conditions was seen as a result of several factors and that more than one item in the contract may have contributed to this change.

The following data are pertinent to research question #3 which reads: What changes in, or additions to, current contracts are seen by local directors as being justifiable for the improvement of special education in their districts?

### Satisfaction with Current Contract

As can be seen in Table 12, more than two-thirds of those responding to this part of the questionnaire were generally satisfied with their local contract. Unfortunately some nine respondents did not react to this portion of the questionnaire.

TABLE 11

Contract Items Reported as Having a Direct Effect  
on Special Education

| Item Type   | Number of<br>Districts | Percentage |
|---|------------------------|------------|
| No particular items had a significant effect on the program   | 30                     | 61.2       |
| Items referring to a differential (5 positive, 4 negative)  | 9                      | 18.4       |
| Items referring to class size limitations   | 4                      | 8.2        |
| Items guaranteeing space (positive responses)   | 4                      | 8.2        |
| Items supporting removal of exceptional child from regular classroom without provision of other services (1 positive, 1 negative) | 2                      | 4.1        |
| Fewer after school meetings   | 2                      | 4.1        |
| Referral procedures clarified (positive responses)  | 2                      | 4.1        |
| Recognition of Special Education Staff (positive response for inclusion)  | 1                      | 2.0        |
| Items providing for expanded student eligibility for special services (positive responses)  | 1                      | 2.0        |
| Items guaranteeing integration (positive responses)   | 1                      | 2.0        |
| Extended year for given employees (negative response)   | 1                      | 2.0        |
| Item encouraging expansion of program (positive response)   | 1                      | 2.0        |
| Item referring to additional assistance to regular teachers (positive response)   | 1                      | 2.0        |
| Item allowing "emotionally disturbed" children to be excluded from services (negative response)                                   | 1                      | 2.0        |
| Item limiting teachers' duties to instruction only (negative response)  | 1                      | 2.0        |
| Planning time increased (positive response)   | 1                      | 2.0        |
| No response   | 2                      | 4.1        |



TABLE 12  
Satisfaction With Local Contract

|                        | Number of<br>Districts | Percentage  |
|------------------------|------------------------|-------------|
| Generally Satisfied    | 33                     | 67.3        |
| Generally Dissatisfied | 7                      | 14.3        |
| No Response            | <u>9</u>               | <u>18.4</u> |
| Total                  | 49                     | 100.0       |

Tables 13 and 14 outline the reasons for satisfaction or dissatisfaction as reported in the survey. It can be noted that less than half of those who responded to the question concerning their satisfaction gave reasons for their statements.

TABLE 13  
Reasons for Satisfaction With Local Contract

| Reason  | Number of<br>Districts | Percentage |
|---|------------------------|------------|
| Limitation of class size                                  | 3                      | 6.1        |
| More a part of regular education<br>(teacher involvement) | 2                      | 3.3        |
| Insured following of state guidelines                     | 2                      | 4.1        |
| Pay differential increased (seen as<br>helpful)           | 1                      | 2.0        |
| Pay differential dropped (seen as<br>helpful)             | 1                      | 2.0        |
| Increased flexibility                                     | 1                      | 2.0        |
| Increased team approach                                   | 1                      | 2.0        |
| Kept children in regular class                            | 1                      | 2.0        |

TABLE 14

## Reasons for Dissatisfaction With Local Contract

| Reason   | Number of Districts | Percentage |
|--|---------------------|------------|
| Differential eliminated  | 3                   | 6.1        |
| Limits of class size   | 1                   | 2.0        |
| Need additional flexibility in salary schedule                               | 1                   | 2.0        |
| Need additional funding for inservice and conferences                        | 1                   | 2.0        |
| Need additional facilities and programs for handicapped children             | 1                   | 2.0        |
| Need additional inclusion of special education staff in curriculum decisions | 1                   | 2.0        |

Additions to Contracts  
Mentioned by Respondents

Fourteen respondents made suggestions for additions to their local contract. Three respondents offered more than one suggestion.

The suggested additions are found in Table 15. Some of these additions seem to represent a form of backlash to current contract writing. Examples of this are: a) increased mandatory teacher-pupil contract time, and b) provisions for an increase in the time spent in screening pupils in and out of special education programs.

Suggested Deletions from Local  
Contracts Recommended by Respondents

Fifteen (30.6%) of the respondents did not answer this portion of the questionnaire. Twenty-three (40.9%) of the respondents

TABLE 15

## Suggested Additions to Current Contracts

| Suggested Additions   | Number of Districts | Percentage |
|---|---------------------|------------|
| None  | 23                  | 46.9       |
| Increased in-service training time  | 3                   | 6.1        |
| Increased conference time funding   | 2                   | 4.1        |
| Decrease differential   | 2                   | 4.1        |
| Increase mandatory teacher-pupil contact time   | 2                   | 4.1        |
| Eliminate time provisions for itinerant personnel   | 1                   | 2.0        |
| Increased differential  | 1                   | 2.0        |
| Expanded provisions for itinerant teachers  | 1                   | 2.0        |
| Increased provisions for integration of special education students into general education classes | 1                   | 2.0        |
| Change structure of evaluating non-teaching personnel   | 1                   | 2.0        |
| Increased provisions for programs for the emotionally disturbed students                          | 1                   | 2.0        |
| Provisions for increasing use of teacher aides  | 1                   | 2.0        |
| Provisions for increased time in screening  | 1                   | 2.0        |
| A provision which would allow special education to operate during a strike                        | 1                   | 2.0        |
| No response   | 9                   | 18.4       |

did not feel that any of the items presently in their local contract should be removed. This is added evidence for the feeling that the contract is not felt to be a significant hinderance to the majority of the directors currently in charge of local special education programs.

Nine (18.4%) respondents made suggestions for the removal of some items from their contracts (see Table 16).

TABLE 16

## Suggested Deletions from Local Contracts

| Suggested Deletions  | Number of Districts | Percentage |
|--|---------------------|------------|
| None   | 23                  | 46.9       |
| The differential   | 3                   | 6.1        |
| Statements concerning "disruptive" students                                | 1                   | 2.0        |
| Extra pay for extra duty   | 1                   | 2.0        |
| Maternity leave  | 1                   | 2.0        |
| Limitations on meeting time  | 1                   | 2.0        |
| Elementary teacher planning period   | 1                   | 2.0        |
| Teacher evaluation clause which requires personal contact with the teacher | 1                   | 2.0        |
| No response  | 15                  | 30.6       |

Although several of the above suggested deletions are not of significance numerically, this author finds them most interesting in their potential impact.

## CHAPTER V

### SUMMARY, FINDINGS, DISCUSSION, CONCLUSIONS, RECOMMENDATIONS

#### Summary

The purposes of this study were to: 1) investigate and report material found in teacher contracts, which appears to have a direct effect on special education and; 2) to investigate and report the perception of special education directors as to the effects of teacher contracts on the field of special education. The study also provides base line data concerning the above mentioned material during a period of time previous to the passage of Michigan's Mandatory Special Education Act (PA 198 of 1971).

The review of the literature concentrates on specific areas in the field of collective negotiations. These areas are:

1. Defining collective negotiations
2. Principles of collective negotiations
3. Negotiable topics
4. Effects of negotiations

The review produced evidence for the fact that the effects of collective negotiations were as yet not well defined. Very little information was available which integrated the collective negotiation process and special education.

The study addressed itself to four research questions. They were:

- 1) What are the number and content of contract items pertaining to special education in the selected contracts?
- 2) What has been the extent of involvement of special education personnel in the negotiation process?
- 3) What are the perceived effects of the collective negotiation process on special education programs as reported by local directors of special education?
- 4) What changes in or additions to current contracts are seen by local directors as being needed and justifiable for the improvement of special education in their districts?

To answer these questions the study was divided into two parts. Research question number one was answered via an analysis of 68 local teacher-board contracts. Three hundred twenty-six (326) items were identified as being specifically related to special education. These items were divided into thirteen categories. These categories were:

- I. Salary differentials for special education personnel
- II. Handicapped students in regular classrooms
- III. Class size
- IV. Referral and placement of special
- V. Time commitments for special education personnel
- VI. Maintenance and expansion of special education programs
- VII. Special education staff on committees
- VIII. Integration of special education students into regular programs
- IX. Provision of space and materials for special education personnel
- X. Length of school day for special education students
- XI. In-service days for special education staff
- XII. Special education programs included in summer school
- XIII. Miscellaneous

Ninety-seven percent of the items were classified in 12 categories with three percent being delegated to a "Miscellaneous" category.

Data concerning the other three research questions were gathered via a questionnaire sent to local directors of special

education. Sixty-eight questionnaires were sent out and 49 with useable data were returned. The responses to the questionnaire were categorized and tabulated. Frequencies and content of the responses were recorded and used to answer the appropriate research questions.

### Findings

The findings are presented in two distinct parts; the first pertaining to the analysis of contracts and the second pertaining to the results of the survey.

#### Findings Related to the Analysis of Contracts

1. At the time of the study the majority of districts paid a flat rate salary differential equally to all special education personnel.
2. A limited number (2) of districts projected the elimination of salary differentials paid to special education staff.
3. The majority of contracts contained statements regarding the regular teachers responsibility for students whom he/she felt were in need of special help for physical, mental or emotional reasons.
4. Many of the descriptions of children labeled as needing special help were worded so that they could be interpreted to include large portions of the school population.
5. The socially deviant or disruptive child dominates the descriptions of handicapped children.
6. Approximately one-third of the contracts studied contained items which referred to handicapped students in regular classrooms in a manner which tends to imply a negative attitude toward them and/or their handicap.
7. The majority of contracts which contained statements concerning the size of special education classes met or exceeded the standard recommended by the Division of Special Education of the State Department of Education.

8. Approximately 11% of the contracts in the study had clauses which allowed larger special education classes than recommended by the state.
9. All but one contract which mentioned the referral of children suspected of being handicapped mentioned only movement into special education classes. Only one district described a procedure for returning students to regular classes.
10. Guarantee of teacher involvement in the placement of handicapped students was not present in any of the contracts in this study.
11. One-fourth of the contracts included statements guaranteeing special education personnel class hours and other commitments which were not greater than teachers of regular classes.
12. The contracts provided few guarantees for special education staff involvement in administrative processes, and committee planning processes relating to handicapped children.
13. A small percentage (8.8%) of the contracts provided for the integration of special education students into regular classrooms.
14. A small percentage (8.8%) of the contracts guaranteed adequate physical surroundings and specified time schedules for handicapped children.

#### Findings Related to the Results of the Survey

1. Virtually all special education staff other than school psychologists were included in the bargaining unit. School Psychologists were excluded in 10.2% of the districts surveyed.
2. Approximately three-fourths of the Directors of Special Education were either not involved with negotiations or acted only as consultants to the board.
3. Nearly 80% of the directors reported changes in staff working conditions directly associated with the negotiation process.
4. The most frequently reported working condition change was an increase in teacher salaries.
5. Over one-half of the districts did not have a special education staff member on the teachers' negotiation team.



6. Two-thirds of the directors surveyed indicated they were generally satisfied with their current contract.
7. Nine districts responded to the survey with suggestions for deletions in their local contract. Three of the districts suggested that the pay differential between special education and regular education staff be discontinued.
8. Somewhat more than one-third of the respondents reported that the professional negotiation process had produced no change in the quality or quantity of special education programs in their districts.

### Discussion

This study was based on data derived from excerpts from local teacher-board contracts and the opinions of local special education directors. Due to the vagaries of the English language, many statements in the contracts and the wording of responses to the questionnaire were indistinct and vague. It was this very lack of definition, consistency, and standardization which intrigued and challenged this writer and may well be a major factor in the dearth of studies of this type. The vagaries of the English language are blatantly obvious when one attempts to compare various portions of teacher contracts, or tabulate and describe responses to an open-ended questionnaire.

The fact that these contracts were developed within a democratic society and reflected the felt needs and creativity of groups who have the freedom of individual expression made this study most challenging and difficult.

It was noticed that many issues found in one contract were not present in others. It is incorrect to interpret this to mean that when a given issue was absent from a contract that the school

district represented by that contract did not have policy dealing with that subject. Many school districts have rules, regulations, guidelines, and other documents which deal with issues not covered in the contract.

When reviewing the data the nature of the contracts themselves must be considered. The contracts found in education today are out-growths of industrial negotiations in which labor was negotiating with management and the product of concern to both parties was typically an inanimate object--not so in education. This fact, above all others, makes the study of teacher contracts a unique and involving activity. The fears and concerns expressed by Sosnowsky and Coleman can only be echoed by this writer. The concerns of the student or his parent are not typically included in the negotiation process.

This fact poses one of the major questions raised, but not addressed by this study. "To what extent are the drafters of teacher-board contracts responsible for the children who will be affected?" At present it appears that the student is not well-represented in teacher-board negotiations and the special education student appears to be even less well-represented.

The current definitions of teacher-board negotiations do not include statements which place emphasis on student needs. This appears to be the case in spite of the fact that both teachers and boards profess concerns for the student and recognize their mutual responsibility for him.

A review of the data tends to substantiate the findings of Sosnowsky and Coleman in that the primary attention given to the "Handicapped child" predominately centers around the disruptive child. This study points out that the districts who mention any handicapped child mention the socially maladaptive child by one label or another. It is interesting to note that in several cases any child in need of any form of special help, even that of a physician, is grouped with other handicapped children and may be dealt with in an exclusionary manner.

The passage of the Mandatory Special Education Act has drastically changed the validity of such contractual procedures. The rules and guidelines which accompany this law outline specifically the procedures necessary to refer, diagnose, and place handicapped students.

Throughout the contracts which specifically mention the handicapped child in the regular classroom, there appears to be a mood or tone which seems to reflect a fear or rejection of the child who deviates significantly from the norm. This apparent mood or tone is subject to interpretation. It is the opinion of this writer that such a tone or mood was present and has a potentially detrimental effect on the educational planning and placement of handicapped children. This appears to be particularly true if an integrated program were being considered for a given child.

The dearth of items referring to special education and the frequent occurrence of wording which appears potentially harmful for

handicapped children may be partially caused by a lack of involvement of special education staff in the negotiation process.

Two segments of evidence which emphasize this lack of involvement are:

1. Nearly one-half of the special education directors were not involved in their local negotiation activities.
2. Over 60% of the directors reported no special education staff were involved in their local negotiation process.

Evidence for the lack of items concerning special education is present both in the review of literature and in the data gathered in this study. The fact that a mean of only 4.8 items per contract concerning special education was obtained seems to agree with the implicit evidence in the literature. Of interest also is a mode of one item per district. This specifically refers to 11 districts with local special education directors who have only one item in their contract referring to special education. In each of these districts that item was a salary differential for special education teachers. There are many other topics which most negotiators would agree are appropriate for negotiation which go beyond salaries and which could have a specific effect on special education teachers and students.

Salary differentials for special education staff were mentioned by more districts than any other single item. This appears to be quite logical when one understands that the primary thrust of collective negotiations is oriented toward the labor-management model.

Salary differentials which ranged from \$125 to \$500 per year were reported. Two districts had or were going to eliminate the special education differential. Interest in the elimination of these differentials seems to be increasing. The original purpose for the differential appears to have been an incentive to encourage more teachers to enter the field of special education. It appears that this incentive has lost importance in the last few years. Some local teacher unions are also pointing out that special education teachers require no greater training and work no longer hours than "regular" teachers. They use this reasoning plus the abundance of teachers to argue against the differential.

The function or efficacy of many contract portions included in this study will be greatly altered or eliminated by Public Act 198 of 1971 in the state of Michigan. This Mandatory Special Education Act and it's accompanying rules and regulations addresses itself to such items as definition of handicaps, length of school days, minimum services, and other subjects which have heretofor been subjects of negotiation. Many of the issues concerning the education of handicapped children formerly found in contracts may be included within the intermediate school district's plan as required in the law.

The new Mandatory Special Education Act raises at least one issue which may well become a negotiable item. The new law requires the establishment of review and planning procedures which go beyond that now being done in most districts. These procedures will place additional demands on teachers in terms of after-school meetings and other time-consuming activities. It is this writer's

feeling that special education teachers may soon demand additional compensation for these extra demands and that this issue will become a negotiable item in both local and intermediate school districts.

There appeared to be considerably more concern in the contracts reviewed for procedures for getting children into special education classes than for getting them out or dealing with them based on the child's need. Here again the lack of special education representation in the negotiation process appears to have had an effect. The educational significance of many items regarding handicapped children seems to have had low priority in the minds of the negotiators. The spirit of keeping handicapped children out of the mainstream of education appears to predominate the provisions found in the contracts reviewed.

The effects of collective negotiations on special education appear to be fragmented and uncertain. It can be said, however, that some patterns did appear in this study. Several of the patterns found appear to be consistent with the available literature.

It appears that the first changes noticed were the formal changes in the written job descriptions of teachers and administrators. These formal changes are reflected in re-written job descriptions, organizational charts and other tools of administration. The informal changes which are reflected in behavioral differences within the personnel themselves were much slower to appear. This observation is consistent with material presented in the literature by G. B. Redfern.

In general, the positive changes in special education attributed to the negotiation process center around salaries and

facilities. At this time, there is no empirical evidence that better salaries and facilities have a salutary effect on the quality of services rendered to handicapped children. However, several authors sighted in the review of literature seem to feel that negotiations have made it clear to the public that quality education does cost money and that children do benefit from this added community awareness. Several of the respondents in this study concur with this line of reasoning and have also pointed out that recruiting of teachers for handicapped children has been easier since higher salaries have been available.

At no place in the survey or in reading of the various contracts were programs, curriculum development, evaluation of programs, or program goals mentioned. These issues may well be beyond the scope of a contract. However, it would appear consistent with current thinking that the guarantee of a pattern or paradigm for effective development, execution and evaluation of services to all students including the handicapped would be appropriate in a teacher-board contract.

The mixed reports from the directors regarding ease of communication, efficient conduct of the program, relationships with the staff and flexibility in their role as administrators appear to be based on several factors. The newness of the contracts and the personal interpretation of various items by the staff may well be two of the more important reasons for their diversity of opinion. The recent appearance of contracts in many school districts may also

be a significant factor in the large number of reported "no change" reactions to the survey.

The questions in the survey asking for a critical analysis of each director's local contract and its perceived effect on special education appears to have received little or no attention by nearly one-half of the respondents. It may be hypothesized that this situation arose because: 1) Many administrators of special education may be somewhat unfamiliar with their contract, 2) It is difficult to speculate on a relationship between a given statement in a document and a specific change in a program, or 3) The nature of the questionnaire made it difficult for some of the directors to respond. This is particularly true when discussing changes in areas other than salary, fringe benefits, facilities, and other readily measurable issues.

Of the changes in the administrator's role mentioned, the loss of flexibility in the job was referred to most frequently. This, along with a loss of rapport and communication with the staff seems to support the concept that the "gulf" between teachers and administrators has been widened by the presence of the professional negotiation process. This pattern tends to substantiate several statements found in the literature, namely those made by Hertling (1970), Perry (1968), and Redfern (1968).

The responses to questions concerning the quality and quantity of program changes attributable to the professional negotiation movement tend to follow the pattern discussed above. "No



change" was reported most frequently. An increase in programs and easier recruiting were mentioned next most frequently. These positive changes appear to be directly related to the economic gains teachers have made via the professional negotiation process.

Again it may be noted that since the advent of the Mandatory Special Education Act, increases in programs and services to the handicapped child are removed from the arena of negotiation and placed on the stage of law and litigation. Many other issues heretofore included in contracts may be included in intermediate district plans. These plans may form a basis of program evaluation which this writer sees as a great benefit to handicapped children.

#### Conclusions

1. The vast majority of the special education staffs were covered by negotiated agreements.
2. The special education staffs were not adequately represented in the collective negotiation process.
3. There was little support found in the contracts for an integration of special education and regular students.
4. A number of contract items had a potentially detrimental effect on the educational programs for handicapped children.
5. The increase in special education teachers' salaries appears to have attracted more people into this field.
6. Special education programs have not been notably affected by the collective negotiation process.

7. There was a lack of involvement of special education administrators collective negotiation process.
8. Several conditions of work for special education teachers have changed due to the collective negotiation process.
9. Special education directors did not appear concerned about their local contract provisions as they related to their programs.

### Recommendations

#### Recommendations for Special Education Staff and Administrators

The one important recommendation growing out of this study is that the special education staff and administrator become more involved with the negotiation process. It is recommended that this involvement concentrate on an inspection of the current local contract to determine which clauses may tend to reduce services to or inhibit programming for handicapped children.

Once this is accomplished, the special education staff must organize itself into a political force to influence the inclusion of proposals they see as beneficial into the contract.

#### Recommendations for Further Research

The following are some of the questions raised but not answered by this study.

- 1) Is there a demonstrable cause and effect relationship between higher salaries and quality of program for handicapped children?

- 2) How knowledgeable are special education directors about their local contract?
- 3) What are the primary reasons special education staff and administrators have the low level of involvement in the collective negotiation process observed in this study?
- 4) To what extent and by whom should the child be represented in the collective negotiation process?
- 5) What items specifically concerning special education students are appropriate for local teacher-board contracts?
- 6) What affect has Public Act 198 (1971) of the State of Michigan had on the field of Special Education?

## APPENDICES

APPENDIX A

TABLE 17

CONTRACT ITEMS BY CATEGORY AND DISTRICT

TABLE 17

## Contract Items By Category and District

| District Name | Item Categories and Sub-categories |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | Total |
|---------------|------------------------------------|----|---|---|-----|----|---|---|---|----|-----|------|----|---|----|-----|------|-------|
|               | I                                  | II |   |   | III | IV |   |   | V | VI | VII | VIII | IX | X | XI | XII | XIII |       |
|               |                                    | A  | B | C |     | A  | B | C |   |    |     |      |    |   |    |     |      |       |
| Allen Park    | 2                                  | 2  | 2 | 2 | 1   |    |   |   |   |    |     | 1    |    |   |    |     |      | 10    |
| Ann Arbor     | 1                                  | 1  | 1 | 1 | 2   | 1  |   |   | 1 | 2  |     |      |    |   |    |     |      | 10    |
| Avondale      |                                    | 1  | 1 |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 2     |
| Battle Creek  | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 1     |
| Bay City      |                                    | 1  |   | 1 |     | 1  |   |   |   |    |     |      |    |   |    |     | 1    | 4     |
| Berkley       | 1                                  | 1  |   |   |     | 1  |   |   |   |    |     |      |    |   |    |     |      | 3     |
| Birmingham    |                                    | 1  | 1 | 1 | 1   |    | 1 |   |   |    |     |      |    |   |    |     |      | 5     |
| Center Line   | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 1     |
| Clarenceville |                                    | 1  | 1 |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 2     |
| Clawson       |                                    |    |   |   | 1   |    |   |   | 1 |    |     |      |    |   |    |     |      | 2     |
| Crestwood     | 2                                  | 2  | 2 | 1 | 1   |    |   |   |   |    | 1   |      |    |   |    |     |      | 9     |
| Davison       | 1                                  | 1  | 1 |   | 1   |    |   |   |   |    |     |      |    |   |    |     |      | 4     |
| Dearborn      |                                    |    |   |   | 2   |    |   |   |   |    |     |      |    |   |    |     |      | 2     |
| Detroit       | 1                                  |    |   |   | 2   |    |   |   | 1 | 1  |     |      |    |   |    | 2   | 1    | 8     |
| East Detroit  | 1                                  |    |   |   | 1   |    |   |   |   |    |     | 1    | 1  | 1 |    | 1   | 1    | 7     |
| East Lansing  |                                    | 1  | 1 | 1 |     |    |   |   | 2 |    |     |      |    |   |    |     |      | 5     |
| Farmington    | 1                                  |    |   |   | 1   |    |   |   |   |    |     |      | 1  |   |    |     |      | 3     |
| Ferndale      | 1                                  |    |   |   |     | 1  |   |   | 1 |    | 1   |      |    |   |    |     |      | 4     |
| Fitzgerald    | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 1     |
| Flint         | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 1     |
| Forsyth #7    | 1                                  | 1  | 1 |   | 1   |    |   |   |   |    |     |      |    |   |    |     |      | 4     |
| Fraser        | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 1     |
| Garden City   | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     | 3    | 4     |
| Grand Blank   | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |      | 1     |
| Grand Haven   | 1                                  |    |   |   |     |    |   |   |   | 1  |     |      | 1  |   |    |     |      | 3     |

TABLE 17 (continued)

| District Name   | Item Categories and Sub-categories |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     | Total |      |
|-----------------|------------------------------------|----|---|---|-----|----|---|---|---|----|-----|------|----|---|----|-----|-------|------|
|                 | I                                  | II |   |   | III | IV |   |   | V | VI | VII | VIII | IX | X | XI | XII |       | XIII |
|                 |                                    | A  | B | C |     | A  | B | C |   |    |     |      |    |   |    |     |       |      |
| Grand Rapids    | 1                                  | 1  | 2 | 1 | 1   |    |   |   |   |    | 1   |      |    |   |    |     |       | 7    |
| Hazel Park      | 1                                  | 3  | 3 |   |     |    |   |   |   | 4  |     |      |    |   |    |     |       | 11   |
| Heintzen        | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |       | 1    |
| Highland Park   | 1                                  |    |   |   |     |    | 1 |   | 1 |    | 1   | 1    |    |   |    |     |       | 5    |
| Huron Valley    | 1                                  |    |   |   |     |    |   |   |   |    |     |      |    |   |    |     |       | 1    |
| Jackson         |                                    | 1  |   |   | 2   | 2  | 2 |   | 1 |    | 1   |      |    |   |    | 1   |       | 10   |
| Kalamazoo       |                                    | 1  | 1 |   |     |    |   |   |   |    |     |      |    |   |    |     |       | 2    |
| Lakeshore       | 1                                  | 1  | 1 |   |     | 1  |   |   |   |    |     |      |    |   |    | 1   |       | 5    |
| Lakeview        | 1                                  |    |   | 1 | 2   |    |   | 1 |   |    |     | 1    |    |   |    |     |       | 6    |
| L'Anse Crerese  | 1                                  | 2  | 2 |   | 1   |    |   |   |   |    |     |      |    |   |    |     |       | 6    |
| Lansing         |                                    | 2  | 2 | 1 |     |    | 1 | 2 | 1 |    |     |      |    |   |    |     | 1     | 10   |
| Lincoln Park    | 1                                  | 2  | 2 | 2 |     | 1  |   |   | 1 |    |     | 1    |    |   |    |     |       | 10   |
| Livonia         |                                    | 1  |   | 1 | 1   | 1  |   |   |   |    |     |      |    |   |    |     |       | 4    |
| Madison Heights |                                    | 2  | 2 | 2 | 2   |    |   |   | 3 |    | 2   | 1    |    | 2 |    |     | 2     | 18   |
| Midland         |                                    |    |   |   | 1   |    |   |   |   | 1  |     |      |    |   |    |     |       | 2    |
| Mona Shores     |                                    | 1  | 1 |   |     |    |   | 1 |   |    |     |      |    |   |    |     |       | 3    |
| Mt. Clemens     | 1                                  | 2  | 1 | 2 | 1   |    |   |   |   | 1  |     |      |    |   |    |     |       | 8    |
| Mt. Pleasant    |                                    | 1  | 1 |   | 1   |    |   |   | 1 |    | 1   |      | 1  |   |    |     |       | 6    |
| Muskegon        |                                    | 1  | 1 | 1 |     |    |   |   |   |    |     |      |    |   |    |     |       | 3    |
| Oak Park        | 1                                  |    |   |   | 1   |    |   |   |   |    |     |      |    |   |    |     |       | 2    |
| Orchard View    |                                    | 2  | 1 | 2 |     |    |   |   |   |    |     |      |    |   |    |     |       | 5    |
| Pontiac         | 1                                  | 1  | 2 |   |     | 1  | 1 | 1 | 1 |    |     |      |    |   |    |     |       | 8    |
| Portage         |                                    |    |   |   |     |    |   | 1 |   |    |     |      |    |   |    |     |       | 1    |
| Port Huron      |                                    |    |   |   | 1   |    |   |   |   |    | 1   |      |    |   |    |     |       | 2    |
| Redford Union   | 1                                  | 1  | 1 |   |     |    |   |   | 1 |    |     |      |    |   |    |     |       | 4    |
| Roseville       | 1                                  |    |   |   |     | 1  | 1 | 1 |   |    |     | 1    |    |   |    |     |       | 5    |

TABLE 17 (continued)

| District Name              | Item Categories and Sub-categories |    |    |    |     |    |    |   |    |    |     |      |    |   |    |     |      | Total |
|----------------------------|------------------------------------|----|----|----|-----|----|----|---|----|----|-----|------|----|---|----|-----|------|-------|
|                            | I                                  | II |    |    | III | IV |    |   | V  | VI | VII | VIII | IX | X | XI | XII | XIII |       |
|                            |                                    | A  | B  | C  |     | A  | B  | C |    |    |     |      |    |   |    |     |      |       |
| Royal Oak                  | 1                                  |    | 1  |    | 1   | 1  | 1  |   | 1  |    |     |      |    |   |    |     |      | 6     |
| Saginaw Town-<br>ship      | 1                                  |    |    |    |     |    |    |   |    |    |     |      |    |   |    |     |      | 1     |
| Southfield                 | 2                                  | 1  | 1  |    |     |    |    |   | 1  |    |     |      |    |   |    |     |      | 5     |
| South Redford              | 1                                  | 1  | 1  | 1  |     | 1  | 1  | 1 |    | 1  |     |      |    |   |    |     |      | 8     |
| Taylor                     | 1                                  | 1  | 1  | 1  | 1   |    |    |   |    |    |     |      | 2  |   |    |     |      | 7     |
| Trenton                    | 1                                  | 1  | 1  | 1  | 1   | 1  |    | 1 |    |    |     |      |    |   |    |     |      | 7     |
| Utica                      | 1                                  | 1  |    |    |     | 1  |    |   |    | 1  |     |      |    |   |    |     |      | 4     |
| Van Dyke                   | 1                                  |    |    |    |     |    |    | 1 |    |    |     |      |    |   |    |     |      | 2     |
| Walled Lake                | 1                                  | 2  | 1  | 1  |     | 1  | 1  |   |    |    |     |      |    |   |    |     | 1    | 8     |
| Warren Consol              | 1                                  | 1  |    | 1  | 1   |    |    |   |    |    | 1   |      |    |   |    |     |      | 5     |
| Warren Woods               |                                    | 1  | 2  |    |     | 1  |    |   |    |    |     |      |    |   |    |     |      | 4     |
| Waterford Town-<br>ship    | 1                                  |    |    |    | 1   | 1  |    |   | 1  |    |     |      |    |   |    |     |      | 4     |
| Wayne                      |                                    | 2  | 1  |    | 1   | 1  |    |   |    |    |     |      |    |   |    |     |      | 5     |
| Wayne City<br>(Northville) | 1                                  | 1  | 1  | 1  |     |    |    |   |    | 1  |     |      |    |   |    |     |      | 5     |
| Woodhaven                  |                                    | 2  | 2  | 1  |     |    |    |   |    | 1  |     |      |    |   |    |     |      | 6     |
| Wyoming                    | 1                                  | 2  | 2  | 2  |     |    |    |   |    |    |     |      |    |   |    |     |      | 7     |
| Ypsilanti                  | 1                                  |    |    |    |     |    |    |   |    |    |     |      |    |   |    |     |      | 1     |
| TOTAL NUMBER<br>OF ITEMS   | 49                                 | 54 | 48 | 28 | 33  | 21 | 10 | 9 | 20 | 14 | 10  | 6    | 7  | 3 | 2  | 3   | 10   | 326   |



APPENDIX B

LETTERS TO LOCAL SPECIAL EDUCATION DIRECTORS

MICHIGAN STATE UNIVERSITY EAST LANSING • MICHIGAN 48823

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COLLEGE OF EDUCATION • DEPARTMENT OF ELEMENTARY AND SPECIAL EDUCATION •  
ERICKSON HALL

Dear

Negotiated teacher contracts have created concern among many special educators regarding their impact on handicapped students. Among others, this concern has been expressed by professors at three of Michigan's major universities, namely, Wayne State, University of Michigan and Michigan State. I am engaged in a study designed to provide some basic data concerning this area.

Enclosed you will find a survey designed to gather data about your impressions of the effects of the professional negotiation process and the resultant teacher contract on special education for your district.

Would you be kind enough to fill out the survey? As you and your fellow local Directors of Special Education form an essential part of this study, your help is most important for its success. Your answers will be kept in strict confidence and your anonymity maintained. I will be sending you a copy of the results.

Thank you for your help.

Sincerely,

Carlton C. Corey  
Ph.D. Candidate - Special  
Education Administration

CCC/psm

MICHIGAN STATE UNIVERSITY EAST LANSING • MICHIGAN 48823

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COLLEGE OF EDUCATION • DEPARTMENT OF ELEMENTARY AND SPECIAL EDUCATION •  
ERICKSON HALL

Dear

On February 25, 1971 I sent you an opinion survey concerning your feelings about the effect of teacher contracts on Special Education. To date this has not been returned.

In case the survey has been lost or misplaced please find enclosed a duplicate and a copy of the original cover letter which explains it more fully. Enclosed also is a stamped self addressed envelope for your convenience. If you will please take the time to fill out and return the survey it will be most deeply appreciated.

As you are one of a very few people participating in this study your thoughts are very important for the success of this project.

I hope to hear from you soon.

Sincerely,

Carlton C. Corey  
Ph.D. Candidate - Special  
Education Administration

CCC/psm

P.S. If our letters have crossed in the mail please accept my  
appologies for this inconvenience.

APPENDIX C

THE OPINION SURVEY

Ident. # \_\_\_\_\_

OPINION SURVEY

Please return to:  
Carlton C. Corey  
E-329 Owen Hall  
East Lansing, Michigan  
48823

As the leader of special education in your school system you are in the best position to know the effects of collective negotiations on special education. The following questions are designed to gather your feelings concerning these effects.

Please add any comments you wish. The more information you can share with us, the more valid this study becomes.

Description of your program:

| <u>Program Type</u> | <u>Number of Classes</u> | <u>Program Type</u> | <u>Number of Classes</u> |
|---------------------|--------------------------|---------------------|--------------------------|
| EMR                 | _____                    | Blind               | _____                    |
| TMR                 | _____                    | Learn. Disab.       | _____                    |
| ED                  | _____                    | Hospt.              | _____                    |
| Deaf                | _____                    | Hombnd.             | _____                    |
| Ortho               | _____                    | Other:              | _____                    |
|                     |                          | What?               | _____                    |
|                     |                          | Other:              | _____                    |
|                     |                          | What?               | _____                    |

Number of Social Workers \_\_\_\_\_  
Number of Diagnosticians \_\_\_\_\_  
Number of Teach. Counc. \_\_\_\_\_  
Number of Type C \_\_\_\_\_  
Number of Speech \_\_\_\_\_  
Number of OT \_\_\_\_\_  
Number of PT \_\_\_\_\_

- I. Are any staff associated with your special education program not a part of your current local contract? (eg. social workers, diagnosticians)  
No \_\_\_\_\_ Yes \_\_\_\_\_ If yes please specify: \_\_\_\_\_

Use back of page if needed

- II. Were you personally involved either directly or indirectly in the collective negotiation process for your current (1970-71) contract? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes please check the nature of your involvement. Check more than one if appropriate.

Board Negotiator \_\_\_\_\_

Consultant to board negotiators \_\_\_\_\_

Consultant to teacher negotiators \_\_\_\_\_

Developed contract proposals \_\_\_\_\_

Developed counter proposals \_\_\_\_\_

Observer \_\_\_\_\_

Other: (please explain) \_\_\_\_\_

Use back of page if needed

III. Was a special education staff member on the negotiating team for the teachers while your current (1970-71) contract was being developed? Yes \_\_\_\_\_ No \_\_\_\_\_ How many? \_\_\_\_\_

IV. How long have you been Director of Special Education in your present district? \_\_\_\_\_ years

V. In your opinion as an administrator, what have been the major changes in special education (positive and/or negative) which you can attribute to the collective negotiation process?

A. Changes regarding staff working conditions (including salaries). Please explain:

Use back of page if needed

B. Changes regarding your job as an administrator: Please explain:

Use back of page if needed

C. Changes regarding the quality of the special education program for children. Please explain:

Use back of page if needed

- VI. Are there particular statements (clauses or major ideas) in your current (1970-71) contract which you feel have had a significant effect on any aspect of your total special education program?  
Yes \_\_\_\_ No \_\_\_\_

If Yes please complete the material below:

- A. Statement I (clause or idea)  
If convenient please state; Article # \_\_\_\_ Section # \_\_\_\_ Page \_\_\_\_

1. Quote or describe the statement:

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Use back of page if needed

2. What has been the effect of this statement on your special education program?

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Use back of page if needed

- B. Statement II (clause or idea)  
If convenient please state; Article # \_\_\_\_ Section # \_\_\_\_ Page \_\_\_\_

1. Quote or describe the statement:

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Use back of page if needed

2. What has been the effect of this statement on your special educational program?

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- VII. Are you generally satisfied with the provisions concerning special education in your current (1970-71) contract?  
Yes \_\_\_\_ No \_\_\_\_ Please expand:

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Use back of page if needed

- VIII. What specific provisions would you like to see included in your contract which are not there at this time? None \_\_\_\_  
Please state the provision(s) or problem(s) you would like to see considered.

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Use back of page if needed

- IX. What are the specific provisions or statements you would like to see excluded or modified in your current contract? None \_\_\_\_

A. Statement I

1. Quote or describe the statement. If convenient please state the Art. # \_\_\_\_ Section # \_\_\_\_ Page \_\_\_\_

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2. In what way would you like to see this statement changed?

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B. Statement II

1. Quote or describe the statement. If convenient please state the Art. #\_\_\_\_ Section #\_\_\_\_ Page \_\_\_\_

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2. In what way would you like to see this statement changed?

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- X. If this survey has not allowed you to express yourself fully concerning your feelings about the collective negotiation process as it related to your special education programs, please feel free to comment below.

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## REFERENCES

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