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A STUDY OF PROVISIONS FOR JOINT INSTRUCTIONAL COUNCILS IN
MICHIGAN PUBLIC SCHOOL MASTER AGREEMENTS

Michigan State University

PH.D.

1980

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A STUDY OF PROVISIONS FOR
JOINT INSTRUCTIONAL COUNCILS IN
MICHIGAN PUBLIC SCHOOL MASTER AGREEMENTS

By

Susan Black

A DISSERTATION

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ABSTRACT

A STUDY OF PROVISIONS FOR JOINT INSTRUCTIONAL COUNCILS IN MICHIGAN PUBLIC SCHOOL MASTER AGREEMENTS

By

Susan Black

The Problem

The purpose of this research study was to analyze and evaluate contractual provisions for curriculum in Michigan public school master agreements. Four research questions provided the focus of the study:

1. To what extent is shared decision making for curriculum a contractual provision in Michigan public school master agreements?
2. To what extent do contractual provisions for joint instructional councils in Michigan public school master agreements approximate, replicate, or depart from the Michigan Education Association's model language for curriculum?
3. To what extent do contractual provisions for joint instructional councils in Michigan public school master agreements specify a stated purpose, responsibility, authority, method of selection, support, size, composition, meeting schedule, and leadership, components of the criterion model?

4. To what extent do master agreements in Michigan public school districts contain language which strengthens or restricts provisions for joint instructional councils?

Design of the Study

Sample school districts judged to represent large, middle, and small sized school districts were derived from a population of 532 K-12 bargaining public school districts in Michigan. The sample population included Groups B and G and a random sample from Group M, descriptors of size taken from the Michigan Department of Education.

Analysis of data involved a systematic investigation of master agreements negotiated by the school districts in the sample. Data were tabulated according to the criteria in the model.

Findings

Findings from an analysis of contractual provisions for curriculum

DEDICATION

To my son, Jeff, and my daughter, Sandra

ACKNOWLEDGEMENTS

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Dr. Peggy Riethmiller, Dissertation Director

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Dr. Louis Romano

Dr. John Lopis

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Gratitude is the memory of the heart.

--J. B. Massieu, Letter to the Abbe Sicard

I wish to extend my gratitude to my parents, Ruth and Tony Poulos; and to special friends, Barbara, Jenny, June, Lorrie, Judy, and Carolyn, who provided constant support and encouragement during my residency at Michigan State University.

And to Dr. Elisha Greifer...

Thou wert my guide, philosopher, and friend.

--Alexander Pope, Essay on Man, Epistle IV

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CHAPTER I

THE PROBLEM

This research study is an investigation of the extent to which provisions for shared curriculum decision-making through joint instructional councils* have been negotiated into master agreements in Michigan public school districts. The study will evaluate existing contractual provisions for curriculum councils according to Sec. 1.18 (Curriculum and Instruction) of the Michigan Education Association Negotiations Notebook (see Appendix).

Purpose of the Study

The purpose of the study is to analyze and evaluate contractual provisions for curriculum in Michigan public school master agreements negotiated by school management and professional teacher associations. The study focuses on four concerns:

1. To what extent is shared decision-making for curriculum a contractual provision in Michigan public school master agreements?
2. To what extent do contractual provisions for joint instructional councils in Michigan public school master agreements approximate, replicate, or depart from the Michigan Education Association's model language for curriculum designated as the criterion for evaluation?
3. To what extent do contractual provisions for joint instructional councils in Michigan public school master

*Synonymous terms for joint instructional council include curriculum council, professional study committee, and curriculum policies committee.

agreements specify a stated purpose, responsibility, authority, method of selection, support, size, composition, meeting schedule, and leadership components of the criterion model?

4. To what extent do master agreements in Michigan public school districts contain language which strengthens or restricts provisions for joint instructional councils?

Significance of the Study

Since the enactment of the Michigan Public Employment Relations Act (PERA) in 1965, teacher organizations and school boards have increasingly formalized their working relationship through the bargaining of master agreements. Currently, there are 532 bargaining, K-12 public school districts in Michigan with contracts of varying scope, power, and complexity.

Research sponsored by the National Institute of Education (McDonnel and Pascal, 1979) indicates that teachers first bargain for welfare items such as salary schedules, fringe benefits, hours, and security systems; then they begin to bargain over educational policy. Based upon fifteen years of powerful and pervasive bargaining in Michigan, this study analyzes the extent to which public school districts are bargaining over educational policy in terms of formalizing contractual curriculum provisions.

The Michigan Education Association (MEA), representative of 507 K-12 bargaining public school districts, regularly provides a Negotiations Notebook, a sourcebook of model contract language for its local affiliates. Prior to the current issue, contract language for curriculum was included as a suggested optional item. However, in the newest edition, the contents have been organized into four categories including Section 1, "Contract proposals necessary to negotiate the adopted

Statewide Bargaining Goals and Minimum Contract Standards," and Section 2, "All other basic contract provisions." Section 1.18, Curriculum and Instructional Materials, has been adopted as a statewide bargaining goal and is described as:

...contractually defined procedures for assuring teacher decision-making in curriculum design and related instructional areas as well as instructional management and reporting systems.

Of interest is this recent shift of emphasis and newly defined policy. Since the state teacher organization plays an advocacy role toward local affiliates in terms of prescribing contract language, an analysis of current "working" master agreements indicates the extent to which contracts negotiated by local districts pattern or parallel the model provisions prescribed by the MEA.

A study sponsored by the National School Board Association (NSBA) (Ziemer and Thompson, 1975) reveals that when interviewed, invariably superintendents and school board members maintain that their districts "do not negotiate curriculum," despite the fact that contracts bargained by the districts indisputably contain language for curriculum. Ziemer and Thompson have found that school districts have often bargained away their residual management right to control curriculum through collective negotiations.

A report which examines the extent to which curriculum is negotiated in master agreements and analyzes the content of such provisions may prove informative to parties which engage in the bargaining process. In addition to describing an evolving phenomenon, this study may provide school management and teachers with a system for comparing and evaluating curricular provisions in their master agreements.

As contracts increase in scope and size, adjustment of disputes raised concerning the content and interpretation of contract provisions also increases in terms of frequency of use of the adjudicative mechanism and the categories of dispute topics. Between 1965 and 1970 there were fewer than one hundred arbitration awards issued in Michigan public school districts. Such awards dealt almost exclusively with economic issues of salary, fringe benefits, security systems, and dismissal. By 1979 there have been more than two thousand arbitration awards, covering complaints over welfare items and also non-economic issues such as professional growth, promotions, and curriculum and instruction.

Once a contract contains a provision, that item is subject to the contractual adjudicative procedure, a grievance mechanism with binding arbitration as the terminal step, unless other specific language controls the process. Consequently, with the advent and growth of curricular provisions in Michigan public school master agreements, it is likely that, to a greater extent, curricular disputes will be processed through the grievance mechanism and eventually disposed of by a disinterested third party arbitrator.

A report on the extensiveness and content of curricular provisions in master agreements in Michigan public school districts may provide information for school management and teacher negotiators in terms of implications for having disputes over curricular policies and procedures resolved by arbitrators trained outside the educational setting.

In Michigan, as in several other states (see appendix, "Summary of Public Sector Labor Relations Policies"), collective bargaining in education is permissible for "wages, hours, and conditions of employment." Debate has taken place recently regarding the interpretation of this

broad scope of bargaining provision and hinges on the intent of "conditions of employment" in terms of what issues are permissive topics under such a provision. In Michigan the professional teacher organizations, Michigan Education Association (MEA) and Michigan Federation of Teachers (MFT), have advocated a broad scope of bargaining and have adopted the position that policies and procedures are negotiable as a condition of employment since they are part of the teacher's role as a professional. School boards, on the other hand, are advocates for a narrow scope of bargaining in order to preserve pristine management rights to control policy making.

In several states with broad scope of bargaining provisions, state legislators have conducted investigations into the implications of including broad scope of bargaining provisions in legislation allowing collective bargaining in the public sector. A troublesome broad scope of bargaining provision characteristically has been narrowed by legislative activity by the addition of language to clarify the meaning and intent of the provision (Minnesota) or incorporating a management rights provision which excludes certain topics from the bargaining process (Montana).

Courts and state boards, administrative agencies for public employment legislation, generally attempt to determine the intent of the legislature in regard to interpretation of scope of bargaining issues. As Tyll van Geel (1976) points out, "...courts in various states have decided this question differently." van Geel cites the New York Court of Appeals which supported an expansive definition and the New Jersey Supreme Court which found a narrower interpretation of the scope of bargaining language appropriate.

van Geel states,

But regardless of how the state courts have interpreted their state statutes, at least with regard to the question of whether the curriculum is a mandatory subject of negotiations, all have said that it is not, apparently because they view the curriculum as a question of policy without significant implications for the working conditions of teachers (p. 129).

In the event that Michigan state legislators decide to analyze the implications of the existing broad scope of bargaining provision in the Public Employments Relations Act, this study may provide an awareness of the extent to which curriculum has been interpreted as a permissive subject of negotiations as a "condition of employment."

A significant feature of this study is a discussion of the adequacy of the criterion model which will be used to evaluate existing provisions for curriculum in Michigan public school master agreements. The model selected for the criterion is Section 1.18 of "Statewide Bargaining Goals and Minimum Contract Standards" from the MEA Negotiations Notebook.

The model is comprised of nine components: purpose, responsibility, authority, method of selection, support, size, composition, meeting schedule, and leadership. For ease of comparison, the components listed as size and composition are treated together.

A discussion of each of the nine components of the criterion model follows. The discussion begins with a statement of the component as extracted from the model.

1. Purpose. The purpose of this Council shall be to initiate and establish policies affecting the nature and design of the instructional program of the district.
2. Responsibilities.

- a. Develop criteria for the on-going evaluation of all instructional programs.
 - b. Annually review and establish policies concerning all testing programs and instructional management systems.
 - c. Review and make recommendations on all proposed pilot, experimental and/or innovative programs.
 - d. Promulgate other policies relating to the district's instructional programs and curriculum.
3. Size and composition. The Council shall be comprised of an equal number of teachers and administrators.
 4. Method of selection. The Council members shall be selected annually by their respective representative groups.
 5. Leadership and vote rights. The Council shall have co-chairpersons, one a teacher and one an administrator who shall chair alternative meetings. Each member of the Council will have an equal vote.
 6. Meeting schedules. The Council shall meet on a regularly scheduled basis.
 7. Support. Teachers serving on the Council shall be given released time with classroom substitutes provided.
 8. Authority. Changes in existing instructional programs and proposed new instructional programs must be reviewed and affirmatively recommended by the Council prior to Board consideration, adoption, or implementation.

In most instances, the language in the model is clear, definitive, and unambiguous; however, in some instances, the language in the model may be open to a variety of interpretations. Standards of construction for ambiguity of contract language are established by impartial arbitrators who find terms in master agreements ambiguous if "plausible contentions may be made for conflicting interpretations" thereof (Elkouri and Elkouri, p. 296).

Arbitrators generally have found that loosely constructed contract language may give rise to disputes over meaning if the parties do not have a clear understanding of the terms in which their provision is expressed. Words such as "regularly scheduled basis" and "selected" may be imprecise and ambiguous, resulting in a conflict over interpretation.

Evaluation of the model will be conducted according to the following criteria: (1) the degree of precision and specificity of prescribed contractual language, and (2) the comprehensiveness of the components which comprise the design of the model. Contractual provisions from the designated sample will be analyzed according to whether they approximate, replicate, or depart from the model. Particular attention will be focused on language which approximates or departs from the model in order to determine whether existing provisions suggest more specific or comprehensive language which would be proposed as improvements in the model. A reading and comparison of working contract language for curriculum may suggest components which are not currently included in the model.

Generalizability

The Michigan Public Employment Relations Act (PERA) is similar to most other statutory provisions which define scope of bargaining as "wages, hours, and conditions of employment." As indicated in "Summary of Public Sector Labor Relations Policies" (see Appendix), nearly thirty states contain scope of bargaining provisions which are similar to the Michigan language. The findings of this research study are generalizable to a degree (taking into consideration factors of legal opinions and other statutory provisions which may narrow the scope of

permissive bargaining subjects) to states with broad scope provisions similar to those found in Michigan.

Master agreements analyzed for this study have been selected from school districts listed in Bulletin 1011 (Analysis of Michigan Public School Revenues and Expenditures) published by the Michigan Department of Education. Chart II (Grouping of Districts by Pupil Membership) provides a list of all Michigan public school districts categorized by student membership (see Appendix). Probability samples have been derived from Group B (20,000-49,000), Group G (3,500-3,999), and Group M (500-999), groups determined to represent large, middle, and small sized districts. The model and the master agreements will be compared within each of these categories of districts so that the effect of district size can be considered.

Limitations and Assumptions

1. Comparisons of provisions for Joint Instructional Councils are limited by the fact that master agreements have different terms of duration. Contracts included in the study may represent one, two, or even three school years. Therefore, a contract which is in effect for the 1979-80 school year may have been negotiated one or two years earlier.

2. The most current information available regarding the number and population status of Michigan public school districts is Bulletin 1011 published by the Michigan Department of Education in 1978. A recent check with the DOE reveals that some of the school districts in this study have experienced enrollment declines and will be reclassified in the future. However, for the purposes of this study, the

current designated categories of Groups B, G, and M will be used as arbitrary descriptors of size.

3. This study does not attempt to analyze or account for existing and operational Joint Instructional Councils which are not mandated by contractual provision. It is possible and likely that some school districts have policies and provisions for such councils, but such systems are not within the scope of this study.

4. The MEA model for curriculum contract language has been selected as the criterion for this study. Of the 532 bargaining K-12 public school districts in Michigan which comprise the population of this report, 507 are MEA affiliates, twenty are MFT affiliates, and five are independent bargaining units. The sample contains only two MFT districts. Therefore, the MEA model, as representative of the majority of affiliates studied, has been determined to be an appropriate criterion.

5. Within the framework of this study, no attempt is made to evaluate the relative success of any Joint Instructional Council in terms of either its procedural or substantive provisions.

6. Comprehensive reading of all contracts in the sample is required to ensure extracting all provisions related to curriculum councils. In some cases such provisions are housed within articles which deal with broader concepts, as Working Conditions, Teacher Rights, and Board Responsibilities. Every attempt has been made to find all references to curricular provisions per se and contract language which strengthens or restricts such provisions by conducting two separate readings. In addition, a check of randomly selected contracts has been conducted by an independent reader.

Overview

Chapter I presents an introduction to the study, a description of the four concerns which comprise the purpose of the study, the significance of the research investigation, and a discussion of the proposal to evaluate contract data in selected Michigan public school agreements according to a designated criterion. The discussion concludes with a rationale for evaluating the model. The extent to which the findings of this study are generalizable to larger populations is presented.

Chapter II is a review of precedent literature on the related topics of scope of bargaining, shared decision-making, and a collection of Michigan studies.

Chapter III is an explanation of the design of the study. This chapter contains a description of the target population, the sample from the population, including a rationale for the selection of representative groups, a description of the source of data used to design the study, and a description of the instrument used to extract, record, and compare data in master agreements.

Chapter IV contains the analysis of the data. One table shows the number of districts in the sample which have contractual provisions for joint instructional councils. Other tables correspond to the elements of the model. A final table records other contract language which strengthens or restricts curriculum provisions. A text discussion follows each of the tables.

Chapter V reports on the conclusions drawn from the analysis of data presented in Chapter IV. A special section reports on the strengths and weaknesses of the criterion model and makes recommendations for improvement based upon comparisons with existing contractual

provisions. The final chapter contains recommendations for further research.

CHAPTER II

REVIEW OF LITERATURE

Introduction

The review of related literature for this study is organized according to the following sections: (1) scope of bargaining, (2) shared decision-making, and (3) Michigan studies. Each major division of precedent literature is further divided into subsections for clarity of discussion. Summaries at the conclusion of each major division report on the main findings.

Scope of Bargaining

This section of the review of related literature will be comprised of four subsections: (1) federal and statutory legislation of scope of bargaining provisions for teacher-school board negotiations, (2) early interpretations of scope of bargaining provisions, (3) debate over scope of bargaining provisions, and (4) current status of broad and narrow scope of bargaining provisions.

Federal and Statutory Scope of Bargaining Provisions

The standard for scope of bargaining provisions in state statutes for public employees has been derived from the National Labor Relations Act (Wagner Act) enacted in 1935. The NLRA as amended became known as the Taft-Hartley Act of 1947 and contains in Section 8(d) a description of the scope of bargaining for the private sector:

For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment (29 USC 141; June 23, 1947).

The extent to which language from the Taft-Hartley Act has become a model for public sector scope of bargaining provisions is apparent when data extracted from "Summary of Public Sector Labor Relations Policies" (U. S. Department of Labor, May, 1979) is compared. As described in the Appendix, twenty-six state statutes have scope of bargaining provisions which replicate or closely approximate the language in the federal act. Each of these twenty-six statutes contains a provision for "wages, hours, and other terms and conditions of employment" and, as noted, in the display of data, although some provisions have slight variations or modifications of the language, they basically have the same coverage.

Twelve state statutes differ considerably from the national model: eight contain more precise limitations on allowable bargaining topics, and four contain less precise limitations. Thirteen states have no statute for public employee or teacher bargaining.

In Michigan, Act 379, the PERA, enacted on July 23, 1965, and signed into law by Governor George Romney, amends Act 336 of the Public Acts of 1947. Act 379 is entitled:

An Act to prohibit strikes by certain public employees, to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for the violation of the provisions of this Act.

Act 379 describes the scope of bargaining allowable in public sector negotiations in Michigan as "wages, hours, and other terms and

conditions of employment," a replication of the model language in the federal law.

Michigan and other states with similar language for scope of bargaining are considered to have a "broad" scope provision in that they do not contain (1) language which defines the intent or meaning, or (2) a residual management rights section which controls the interpretation of the scope of bargaining provision by restricting its context.

William F. Kay (1973) has conducted a comparison and discussion of the concept of narrow scope of bargaining provisions. Kay states:

A number of state legislatures have chosen a more limited definition. For example, the Minnesota Public Employees Relations Act of 1971 (MSA, Ch. 33, 179.61) reduces the scope of bargaining for professional employees by this additional limiting language: in the case of professional employees, the terms mean the hours of employment, the compensation therefore, and the economic aspects relating to employment, but does not mean educational policies of the district (p. 157).

The Minnesota statute provides an example of a narrow scope of bargaining by the addition of language which clarifies the meaning and intent of the provision.

Another example of a state provision which incorporates a narrow scope of bargaining is the Montana Statute (HB 455 1971L). In Montana teachers and school boards may:

...discuss matters relating directly to the employer-teacher relationship, such as salary, hours, and other terms of employment, and to negotiate and bargain for agreement on such matters.

However, the statute specifically excludes certain topics from the bargaining process and makes them the official province of managerial discretion:

The negotiation and bargaining for agreement shall not include matters of curriculum, policy of operation,

selection of teachers and other personnel, or physical plant of schools or other school facilities.

The Montana statute provides an example of a narrow scope of bargaining by incorporating a management rights provision for operational and policy matters.

An example of a compromise provision is found in the Indiana scope of bargaining section of the state teacher bargaining law (IC 20, Sec. 1 1973). In Indiana, the scope of bargaining is defined as "salaries, wages, hours, and salary and wage-related fringe benefits." The parties have a:

...duty to discuss curriculum development and revision; textbook selection; teaching methods; selection, assignment, or promotion of personnel; student discipline, expulsion or supervision of students; pupil-teacher ratio; class size; budget appropriations; and other conditions of employment.

According to Richard Pegnetter (1979), the duty to discuss does not mean having to come to a consensus or an agreement. There is no obligation, implied or other, for one party to have to enter into a formal, written agreement as the result of a mandate to discuss issues at the bargaining table.

Early Interpretation of Scope of Bargaining

Since the advent of collective bargaining between teacher unions and school boards in the mid-1960s, there has been discussion regarding the definition and interpretation of scope of bargaining. Early inquiries often attempted to determine an acceptable list of bargaining topics which were compatible with the law.

In a review of the legal basis for negotiating curriculum, Kenneth Noble (1971) found that when negotiations first took place between public school boards and teacher associations in Michigan, "...

one question emerged as crucial: what subjects were legitimate issues for negotiation?" In contrast to states which provide a clear delineation of bargainable issues (Iowa, Nevada), the Michigan PERA, patterned after the National Labor Relations Act for the private sector, does not suggest specific topics for collective negotiations.

During the early development of collective bargaining in the public sector, some school boards refused to accept the contention of teacher unions that such items as fringe benefits and curriculum policies were appropriate issues for the bargaining table; subsequently, school boards turned to agencies which administered the PERA and the courts to obtain judgments to clarify the intended statutory scope of negotiations.

In 1966 the North Dearborn Heights School District challenged the AFT teacher union contention that curriculum was a negotiable item. Ultimately, the union filed an unfair labor practice with the Michigan Labor Mediation Board, charging that the topic of curriculum was a "condition of employment" and, therefore, an issue which could be resolved through the bargaining process. Chief Trial Examiner Robert Pisarski ruled that teachers, under law, were entitled to "...evaluate curriculum and class schedules, size of classes, selection of textbooks, materials, and supplies..." all of which were judged to be components of the educational working condition. This case which has never been appealed continues to stand as a legal opinion that curriculum and other matters are tied to the concept of working conditions in Michigan.

In 1969 the issue of bargaining for fringe benefits was raised by the Mt. Morris Educational Association to the Genessee County Circuit

Court. Judge Phillip C. Elliott cited the similarity in language between the PERA and the NLRA to rule that the state act authorized a school board,

...to bargain with its teachers' representative about any subject that would be a lawful objective of a union of private employees unless agreement on such subject is prohibited, contrary to law, or an abuse of the public employer's authority or discretion (pp. B5-6).

Judge Elliott's decision upheld the NLRA as the standard for the Michigan PERA even though the federal act deal with the private sector and the PERA dealt with the public sector.

An early investigation into the issue of scope of bargaining was presented by Shils and Whittier (1968) who raised the question of the interpretation of the term "working conditions" for employees in the educational setting. Within the text of their discussion, the authors signaled that:

...the traditional view that a board retains complete control over educational policies and programs on a unilateral basis is now meeting a daily challenge from unions and employee associations (p. 359).

Shils and Whittier identified a contextual problem with scope of bargaining provisions during the early and developmental stages of collective bargaining in the public sector and concluded that under a broad interpretation of statutory provisions for the scope of bargaining issues, superintendents and school boards were, in effect, bargaining away their unilateral rights to determine educational policy. The authors predicted that "...as agreements accelerate in number, more and more joint decision-making will result" (p. 389). In addition, they forecast:

As each state finally evolves a law, boards will become more accustomed to discussing educational policies, as well as salaries, wages, and working conditions, with employee organizations. School administrators should begin to adjust their thinking early so as to develop greater understanding and appreciation of the problem--and the assets--derived from formal bargaining relationships resulting from good faith (p. 389).

Debate over Scope of Bargaining Provisions

The debate over whether scope of bargaining provisions should be interpreted according to broad or narrow lines has a corollary with lines of affiliation with labor (teacher organizations) and management (school boards).

An examination of speeches, statements, policies, and articles indicates that alignment with a teacher bargaining organization equates with advocacy for a broad interpretation of scope of bargaining provisions, whereas affiliation with school management assumes advocacy for a narrow interpretation of scope of bargaining language.

In 1968, the leadership of the large and powerful national teacher organizations, the American Federation of Teachers (AFT) and the National Education Association (NEA), each issued policy statements regarding the interpretation of the term "conditions of employment."

Charles Cogen, President of AFT in 1968, stated, "There's no limit to how far we'll go. We claim our jurisdiction is as extensive as the total area of education" (p. 8).

Allan West, President of the NEA in 1968, commented:

We take the position that everything that affects the quality of education is negotiable. Teachers had always had a say in instructional and curricular decision-making in terms of administration-picked committees; now teachers want to select their own (p. 8).

Livingston and Wollet (1967), labor attorneys for the NEA, stated the case for a broad definition of bargainable subject matter in these terms:

Statutes governing negotiations (in the private sector) restrict the scope of mandatory bargaining to "wages, hours, and other terms and conditions of employment." However, such a definition applied to teacher negotiations makes mischief. Teachers participate in decision-making over educational programs and services...it is socially desirable for teachers to participate in decision-making in respect to educational programs and services. Their special knowledge and competence as educational practitioners should, when blended with the "lay" perspective of the school board, produce better policy decisions...the best way to accommodate the basic difference between teacher negotiations and other types of negotiations is to avoid prior restraints on the scope of bargaining by treating teachers separately and adopting a broad definition of bargainable subject matter (p. E-1).

Samuel Lambert, former executive director of the NEA, provided a Report on Negotiations Legislation for the Advisory Commission on Intergovernmental Relations (1971) in which he stated, "Many school boards would limit the obligation to negotiate to salaries and other economic aspects of employment" (p. 6).

Having discussed the rationale for this position, Lambert describes the problems of adopting a narrow viewpoint regarding scope of bargaining:

Serious disputes have developed under this type of definition over the negotiability of teacher proposals regarding educational programs and services. Whereas school boards have resisted many of these demands on the grounds of non-negotiability, teacher organizations generally have contended that they do, in fact, come within the meaning of the phrase "conditions of employment." While there has been some suggestion that the inevitable confrontation might be avoided if there were a specific statutory enumeration of the negotiable subjects, this would introduce an undesirable and possibly unworkable inflexibility (p. 6).

Lambert continues by describing the incongruity of applying private sector standards to the public sector and, similar to Livingston and Wollett, ascribes a special quality of professionalism to teachers:

Teachers characteristically seek to participate in decision making in respect to teaching methods, curriculum content, educational facilities, and other matters designed to change the nature or improve the quality of the educational service being given to the children, and they see negotiation as the vehicle for such participation. Accordingly, we propose that a broad and somewhat open-ended definition of 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 concern" (p. 6).

Lambert bases his appeal for an "open-ended definition" on the special competencies of teachers to participate in educational decision making and the social desirability of having better policy decisions as a result of teacher participation in this managerial function.

Advocates of a narrower, more restrictive interpretation of scope of bargaining provisions generally base their positions on the claim for residual managerial rights of a school board to retain jurisdiction and governance over educational policy.

Robert Ackerly and W. Stanfield Johnson (1969) have developed a position regarding the scope of bargaining. As described in a pamphlet prepared for the National Association of Secondary School Principals (NASSP), they maintain:

Issues not related to employee welfare but involving school and educational policies are not proper subjects for bargaining. Neither the public nor the principal should permit educational policies (such as curriculum textbook selection, assignment practices, discipline and the like) to be the subject of a power confrontation between the employer and the teachers' bargaining agent (p. 9).

The authors qualify their position by advocating the use of formal councils as a structure through which teachers could exercise their

professional judgment, but they stress,

...decisions should be made on the basis of professional skill, experience, and the results of research, rather than the bargaining legislation (p. 9).

Ackerly and Johnson predicted that "wages, hours, and conditions of employment" will "...inevitably be loosely interpreted by teachers' organizations to include everything they wish to include" (p. 9).

Wesley Wildman (1967) has concluded:

...that boards engaging in bargaining may be well advised, in some cases at least, to take the position that there is a realm of policy over which the board is charged by the public to exercise continuing unilateral discretion, and that such matters should not be subjected to the give and take of the bargaining arena (p. 8).

Myron Lieberman (1972) supports the position of Wildman. Lieberman states:

One would hardly expect or desire that curriculum, methodology, or educational services be subjected to the pressures that inevitably characterize negotiations over conditions of employment (p. 8).

Benjamin Epstein (1969) elaborates on the fears and predictions of Ackerly, Johnson, and Wildman when he states:

There are many subjects of a purely professional nature, of equal interest to teachers and administrators, which are not appropriately discussed in the atmospheric conditions of the bargaining table (p. 20).

Epstein cites the NASSP policy statement (1965) which proposes that such considerations of a professional nature take place away from the bargaining table. He supports the arrangement of formal councils made up of representatives chosen by teachers, principals, and supervisors as a mechanism for making educational decisions and policies. Such councils would have advisory authority only and managerial discretion to act would be retained by the school board.

Ashby, McGinnis, and Persing (1972) discuss strategies and methods which school boards might employ in order to circumvent being compelled to negotiate over educational policy, and specifically curricular items. The authors maintain that any board or district which has historically made unilateral policy decisions without employing consultative mechanisms with the teacher body is, in effect, forcing a teacher union to obtain the power of shared decision-making through the bargaining process. On the other hand, boards which have instituted processes and structures for accommodating teacher interests in school policy are in a more favorable position to keep such issues away from the bargaining table.

Concurring with Epstein, Wildman, Lieberman, and others who support a narrow scope of bargaining, the authors state:

We believe that curriculum development work is better accomplished when both administrators and teachers are wearing the hat of staff membership and not the hats of allegiance to adversary organization--either the teachers' organization or the board (p. 49).

Ashby, et al., propose that curricular decisions and policies should be developed through non-mandated teacher and board joint councils which would incorporate the following:

1. Power to assess priorities and generally direct the work of other groups, such as departmental organizations and grade-level conferences.
2. The provision of funds for curriculum development work.
3. The provision of time for curriculum work--either in released time or for organized summer task force.
4. The encouragement of a climate in which teachers are given latitude and encouragement in experimental projects.
5. Provisions for cross-representation on curriculum councils and committees--teachers, administrators, supervisors, and, in some cases, students and parents (p. 47).

Some authors writing on the subject of the scope of negotiations have explored the issue from a theoretical rather than a pragmatic position. For example, Harry H. Wellington (1972) questions whether the paradigms of the private sector can be translated to the public sector in terms of negotiable issues. Wellington details an economic analogy to conclude:

Expanding on the scope of negotiations requires negotiating on policy issues in which other groups have a legitimate interest. For example, to permit teachers to negotiate curriculum change would be to exclude other groups, or at least to give teachers a privileged role in the policy-making process to the detriment of other groups. Since negotiations on broad educational policy should not be limited to the employee organizations, it can be argued that teacher insistence upon such negotiations calls for a new look at exclusive recognition (p. 8).

Myron Lieberman (1972) supports the viewpoint that educational policy should not be negotiated under the pressures of bargaining and advocates restraint for the position that citizen participation at the bargaining table would counteract the inherent problem. As Lieberman reasons:

Representatives of parents or citizen groups are typically volunteers who can walk away from the situation with little or no personal risk if they do not act responsibly. This is something to bear in mind before endorsing third party forms of "participation" in the negotiating process (p. 8).

Charles W. Cheng (1976) has discovered a relationship between scope of bargaining provisions in state laws and citizen access to decision-making in educational institutions. He concludes that the scope of bargaining between teachers' unions and school systems has expanded into various policy areas, giving unions increased power in defining the public interest and leaving "disenfranchised" community groups further away from sufficient participation in the educational policy-making process.

Cheng finds an apparent paradox in the increase in the number of educational policy issues which are bargainable and the small number of professionals (who are not necessarily accountable to the public) who have the power to debate and resolve such issues.

John Metzler (1973) proposes that there is a "...redistribution of functions taking place and a change from unilateral to bilateral decision making" in the collective bargaining arena encompassing teachers and school boards.

Metzler, having examined the problems inherent in applying the private sector industrial model of bargaining to the public sector, finds:

...the educational process will be better served if the scope of bargaining among boards of education and teachers' organizations is limited. The basic question is whether interests of children are served by the active interaction of collective bargaining in program development and educational processes (p. 140).

Metzler concludes that such interests are not best served through the collective bargaining system.

Current Status and Debate

De facto analysis of the impact of scope of bargaining on the system of public sector teacher negotiations confirms early forecasts that teachers' organizations would obtain decision-making power and control through a broad interpretation of "conditions of employment."

An extensive report prepared by L. McDonnell and A. Pascal (1979) indicates that teacher bargaining progresses through definable and predictable phases, the first being welfare (salary and fringe benefits), the second working conditions and job security, and the third issues

of educational policy. As the authors point out, master agreements, over time, almost invariably become more advantageous to the teachers as they gain more benefits and power by progressing through these stages of bargaining.

Tom James (1975) delineates the emerging governance controversy of collective bargaining in education:

Hardly anyone disputes that teachers ought to participate, in some fashion, in school policy-making. The boundary lies in deciding to what extent, in what structure (whether collegial or adversarial) and with what relation to the traditionally democratic forms of public control (p. 94).

The pervasiveness and persistence of the unresolved scope of bargaining issue has resulted in legislative debate at the state level over proposals to modify existing broad scope of bargaining language.

Recently, Nevada, Indiana, Montana, and other states have enacted omnibus bills which list extensive management rights, a procedural tactic to provide an addendum to restrict existing broad scope language in teacher and public employee laws.

According to James:

The specification of management prerogatives indicates an important and related trend. A few state legislatures are attempting to recast the bargaining process to give public representatives a stronger position at the bargaining table (p. 95).

William F. Kay (1973) discusses current activity in the courts which has had a direct bearing on the scope of bargaining issue. In the first major test on the scope of bargaining (Pennsylvania Labor Relations Board v. State College Area School District, October, 1971), the Board ruled that the following issues were not negotiable: planning time, assignments, work space, class size, calendar, access to

personnel files. Pennsylvania teachers had charged that such issues fell within the language permitting bargaining over "working conditions."

In Kansas, which allows bargaining under a teacher statute for "salaries, wages, hours, and terms and conditions of professional service," the language was tested in a district court (National Education Association of Shawnee Mission, Inc., v. Board of Education of Shawnee Mission Unified School Board, December, 1971). The court decision determined that restrictions on bargaining issues were appropriate and carried a rule that bargaining was not permitted on "educational policy."

A similar court decision was rendered by the Nebraska Supreme Court (School District of Seward Educational Association v. School District of Seward, 1972) in which the ruling specified:

We would hold that conditions of employment can be interpreted to include only those matters directly affecting the teacher's welfare. Without attempting in any way to be specific, or to limit the foregoing, we would consider the following to be exclusively within the management prerogative: the right to hire; to maintain order and efficiency; to schedule work; to control transfers and assignments; to determine what extracurricular activities may be supported or sponsored; and to determine the curriculum, class size, and types of specialists to be employed.

Harry Edwards (1973) claims that a decision involving the Westwood Community Schools could be used as a model for defining the scope of negotiations in other states experiencing pressure for clarity on the issue. Edwards found that the Michigan Employment Relations Commission (MERC) used the following criteria to derive its award: (1) Is the subject of such vital concern to both labor and management that it

is likely to lead to controversy and industrial conflict? (2) Is collective bargaining appropriate for resolving such issues?

Edwards finds that application of these criteria will lead to a broadening of scope, but that the questions are appropriate to apply to the question of bargainable issues.

Summary

Most states with statutes for collective bargaining in the public sector pattern their scope of bargaining provisions after the national standard in the NLRA which provides for negotiations over "wages, hours, and other terms and conditions of employment." The Michigan Public Employment Relations Act replicates this federal language.

Early predictions and forecasts that a broad interpretation of scope of bargaining provisions would result in teacher organizations' bargaining over issues previously regarded as the strict province of management, such as curriculum policy, have been borne out over time.

Advocates of a broad scope of bargaining interpretation tend to have teacher affiliations while advocates of a narrow scope of bargaining interpretation tend to have school management affiliations. Each side has developed its own rationale and justification for its position. Broad scope arguments allude to the professionalization of the teacher, the incongruity of applying industrial private sector standards to public sector, and the potential benefits for the system by allowing teachers to have some managerial power in shaping educational policy.

Narrow scope arguments tend to reflect the theory of residual management rights, the inappropriateness of having policy decided through the adversary relationship inherent in the collective

bargaining process, and the effect of excluding interest groups (particularly parents and citizens) from access to the decision-making process.

Apparently, several state legislatures are examining the scope of bargaining provisions in their statutes for public employee negotiations and are proposing restrictions on prevailing language. As teacher unions expand their influence into the realm of educational policy, there may be more activity in the courts and legislatures to clarify ambiguous language in the statutes, with subsequent impact on the nature and scope of collective bargaining in the educational setting.

Shared Decision-Making Studies

In the chronology of the development of administrative theory, the era of scientific management (1910-1935) gradually evolved into the era of human relations (1935-1950). The human relations movement, an outgrowth of the Western Electric studies of the 1920s, emphasized human and interpersonal factors in the administration of an organization. Supervisors stressed democratic procedures, motivational techniques, and employee involvement to achieve the goal of higher worker morale and subsequent higher productivity.

Behavioral scientists made significant contributions to management theory beginning in the 1940s. Herbert A. Simon (1945) and Chester I. Barnard (1938) combined the classical concepts of organizational structure with human relations concepts to produce the underpinnings of a new administrative theory. The theory advocated by Simon proposed the concept of vertical specialization which is, in effect, decision-making behavior. According to Simon,

With general policy making concentrated at the top, policy specification carried out at the middle ranks, and actual work performance carried out at the lower ranks (p. 9),

the organization becomes an efficient mechanism for the making and implementation of decisions.

Modern administrative theory places decision-making at the core of management and all other functions in a subordinate level. Although some administrative theorists equate management with decision-making, most find that decision-making is the central activity with all other functions related in some way to that process. Litchfield (1968) views administration as a cycle of activities which begins and ends with decision-making: (1) decision-making, (2) programming, (3) communicating, (4) controlling, (5) reappraising. A new cycle of administrative process begins when the reappraising activity is completed.

Research for employee participation in decision-making within an organizational structure is mainly derived from studies conducted in industrial settings; however, as William Miller and David Newbury (1970) suggest, such studies "hold great significance for education" (p. 172).

According to Robert G. Owens (1970):

A great deal of research on democratic leadership and participation in decision-making was triggered by management's feeling that employees were resisting change and improvement (p. 106).

The results of studies which analyze the effects of incorporating shared decision-making systems in complex organizations invariably showed that workers who were given the opportunity to participate in managerial decisions were more content and more productive.

Of particular note are studies by Rensis Likert (1961) which indicates the viability of involvement of employees in decision-making in the industrial setting. Likert, who differentiates between job-centered and employee-centered supervision, suggests a pattern of overlapping decision-making and communication groups, a model which is applicable to educational organizations.

L. Coch and J. R. P. French (1948) conducted a series of experiments at the Harwood Manufacturing Plant which resulted in finding that workers who participated in discussing proposed changes in work schedules, plans, and price rates were superior in production, satisfaction, and adjustment.

Further substantiation of the benefits to the organization of designing a system for allowing employee participation in decision-making has been offered by Eugene Kaczka and Roy Kirk (1967) who supported Likert's study when they determined that an employee-oriented rather than a task-oriented managerial climate would yield a higher level of organizational performance. As reported in Trewatha and Newport (1976), Douglas McGregor's Theory X and Theory Y paradigms delineate patterns of behavior that result as a consequence of imposing authoritarian or democratic management styles upon employees. As McGregor discovered, workers who were allowed to participate in management of their work environment were more satisfied and productive.

Robert Owens (1970) finds that industrial-based studies of shared decision-making have applicability to educational systems: in both factory and school organizations, employees are staffed according to similar methods and have similar expectations for their roles within the organization. Owens offers a decision-making dimension which

delineates degrees of participation in decision-making in professionally, semiprofessionally, and nonprofessionally staffed organizations. He proposes that categorizing school systems by these three dimensions depends upon the unique characteristics of each district, but that most school organizations fit the semiprofessionally staffed model.

Apparently, the role of employees in the decision-making process of an organization is related to the extent to which the workers are perceived as members of a professional staff. In public school systems there is ambivalence toward the status of a teacher as an autonomous professional entity and the inherent right of teachers to participate in the central decision-making of the school.

Shared Decision-Making in Education

Literature describing investigations and research into shared decision-making in the educational setting find that the act of decision-making is the essential function of the organization. As Robert Owens (1970) proposes, the school organization is a decision-making structure and its significant activity is choosing from among educational alternatives within its jurisdiction.

Educational administration of the 1950s devoted considerable attention to the research studies conducted in the industrial setting and relied on findings from such studies to prescribe behavioral styles for superintendents, principals, and other school managers.

R. Campbell, et al. (1966), find that school administration is comprised of five stages (similar to those identified by Litchfield in the industrial setting): (1) decision-making, (2) programming, (3) stimulating, (4) coordinating, and (5) appraising. The authors propose

that there is a congruence of administrative function and style between the industrial and school models.

As Owens (1970) discusses, "For many years school administrators have been urged to be democratic leaders." He draws together five generalizations from the research literature on organizational decision making to support his contention that a democratically run school is practical, workable, and desirable:

1. Effective participation by teachers in meaningful organizational decisions does "pay off."
2. Teachers do not want to be involved in every decision, nor do they expect to be.
3. An important task of the principal is to distinguish between the decisions in which teachers should be involved and those which should be handled in other ways.
4. The roles and functions of teachers in decision-making can be varied according to the nature of the problem.
5. The points in the decision-making process at which teachers are involved can be varied according to the nature of the problem (p. 106).

Emery Stoops and Max L. Rafferty (1961) advocate a democratic system for administering schools for both philosophic and practical reasons. The authors find advantages inherent in the democratic approach to managing a public school system:

1. Better employee morale. An administration which stresses cooperative approaches to current problems will achieve a high personnel morale as a by-product of the democratic technique.
2. Increased efficiency. An employee who is given an opportunity to participate in planning and policy making will usually be productive of suggestions and criticisms which can add much to school district operational effectiveness.
3. Public relations. Employees who have a voice in the drawing up of plans, rules, and salary schedules are going to be much more apt to speak enthusiastically

of the school district which, in a very real sense, they represent (pp. 538-539).

Owens (1970) cautions that even though research has shown that participation by teachers in decision-making has intrinsic rewards for the organization and administrative participants in the organization, such participation can be overdone. Edwin Bridges (1967) has found that excessive involvement of teachers in decision-making results in their resentment and resistance. Teachers prefer having an administrator who can resolve problems and are impatient at having to become involved in committee work. The "zone of indifference" identified by Chester I. Barnard (1938) can be found in school systems as well as in industrial systems. Barnard proposed that there is an area in which an administrator's decision will be accepted without question, and this zone includes decisions which teachers perceive as rightfully the province of administrators. When an administrator confronts teachers with a problem which they feel is within their zone of indifference, they respond with irritation and resentment.

Citing the results of research studies which advocate shared decision making in the educational organization, the American Association of School Administrators (AASA) has adopted a resolution which defines the roles, responsibilities, and relationships of the school board, superintendent, and school staff. According to the resolution:

If democracy, with its fundamental emphasis on the worth, dignity, and importance of each individual, has taught the people of this country anything, it is that on the whole the capacities of people are used more fruitfully, results are more rewarding, and the job is done better when the individuals who are directly involved in any common endeavor participate freely in setting goals, developing operational procedures, and establishing general working conditions (1963, pp. 7-8).

The AASA has compiled a code of behaviors for school administrators, teachers, and school boards which includes the following components:

1. We believe that the superintendent has a responsibility to see that opportunities are provided for staff members--teachers, supervisors, principals, and specialists--to play appropriate roles in developing personnel policies and in maintaining professional working conditions.
2. We believe that shared responsibility in policy development is a professional concept. It assumes a commonality of goals and interests among teachers, school boards, and administrators; and it assumes that service to children is the paramount consideration and that welfare provisions for teachers are means to that end.
3. 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.
4. We believe that failure to find appropriate and acceptable means of involving staff members--teachers, principals, and supervisors--in developing policy that directly affects them will lead to divisiveness, tension, and conflict that will impair the schools and adversely affect the education of children (pp. 12-13).

Some doctoral dissertations have dealt with the implications of shared decision-making for teachers within the educational organization. Eldon Dwight Johnson (1967) urges applicability of findings from industrial-based studies on shared decision-making to the educational setting. Johnson finds that the use of intrinsic motivators (achievement, recognition, responsibility, and interpersonal relations) result in higher teacher morale; and he indicates that it is the responsibility of administrators to provide an organizational climate which facilitates communication and provides for fair execution of policies. Johnson makes a case for providing a satisfying work place in order to reap the benefits of productivity and harmony among teacher employees.

Clifford Allen Burket (1965) studied twenty-six school districts in terms of the relationship between administrative style and staff morale. Burket concluded that a significantly positive relationship exists between staff morale and the democratic school administration: the more democratic the administration, the higher the staff morale.

Shared Decision-Making of Curriculum Issues

Studies describing teacher involvement in decision-making indicate that, over time, teachers have increased their participation in this process. To a greater extent, teachers today are making decisions about curriculum, instructional materials, school policies, budget, selection of personnel, and factors which affect their personal and professional welfare.

According to Miller and Newbury (1970), "...a major area of staff involvement is teacher participation in curriculum development." The Commission on Teacher Education and Professional Standards examined trends and practices of staff-involvement through inservice education and found that school districts are increasingly providing released time during the school day for allowing teachers to share in policy decisions.

Studies from the late 1960s, after collective bargaining had been introduced in the public sector, lend support to the theory and practice of having teachers participate in shared decision-making for curriculum issues. John H. Johansen (1967) studied the authoritative influences operative in local curriculum decision-making and the subsequent implementation of curricular changes. Johansen's analysis of data reveals that individual participation in curriculum development

activities in and of itself increases the likelihood of curriculum implementation. In addition, Johansen discovered that the perception by teachers that they had the power to influence curriculum decision-making increases curriculum implementation; hierarchical authority structures decrease curriculum implementation.

Gary Peltier (1967) conducted an extensive investigation into the process of curriculum revision as conducted in the Denver schools from 1873 to 1967. Peltier's research report suggests that teacher involvement in curriculum revision is a significant factor in the process of improvement of the instructional program. The author found that a program allowing teacher participation in curriculum revision resulted in a strong commitment to see the plans executed on paper translated into actual practice. In addition, Peltier cites the emergence of teacher leadership and initiative as a result of having teachers participate as groups in the decision-making process.

Peltier concludes:

Teacher participation resulted in a teaching staff increasingly alert to its problems. The program of curriculum revision had stimulated and motivated professional study and had been most effective in creating the desire for the assistance of constructive supervision (p. 215).

The literature regarding shared decision-making of curricular issues is limited in terms of quantity and has been primarily reported on during the entrenchment period (late 1960s) of collective bargaining in education. Apparently, once educators realized that the process of negotiations had become institutionalized, some investigations, apart from the scope of bargaining issue, were conducted in to the theory of shared decision-making for educational policy and practice.

Whereas lines of distinction are apparent in regard to the advocacy of narrow and limited scope of bargaining, an examination of the writings available on the topic of curriculum as a subject of shared decision making does not reveal such strict labor-management (teacher-board) alignment.

The Association for Supervision and Curriculum Development (ASCD) adopted a resolution at the 22nd Annual Conference in Dallas, Texas (1967), which states:

In the present context of professional negotiations, it is essential that welfare concerns and curricular concerns be handled as separate entities. ASCD believes that program and curricular decisions per se must not be negotiated items. All professional personnel should have the right to participate in curricular policy making; the procedures to be followed are negotiable, but the result or outcome of the process must not be subject to negotiations. Rather, such decisions must result from the application of a variety of professional expertise after a thorough study of all factors basic to a curriculum decision. Curriculum making is a study process and not a confrontation (p. 6).

Arthur Corey, former Executive Secretary of the California Teachers' Association (1968) finds the concept of bargaining for procedures (not formal curriculum content) more acceptable than having teachers usurp Board power to set curriculum policies through negotiations. He says:

Because the principles of professional negotiation recognize the right of teachers' associations to participate in decisions regarding the educational program, it does not follow that such decisions should be regularly made at the bargaining table or through a process of formal negotiations (p. 514).

Corey finds that curriculum policy is the province of the school board and its delegates at the administrative level of the school system and that the only appropriate function of union personnel is to make advisory recommendations of a procedural nature:

The process of negotiations should become a court of last resort rather than a regular activity. It is neither possible nor desirable for our associations to do that work which ought to be done by the people employed for that purpose. Associations should not attempt to make curriculum decisions (p. 514).

William F. Young (1969) states his opposition to mandated curriculum decision-making through master contracts:

It is unwise to negotiate specific curriculum development activities and curriculum content. Activities and content should evolve as teachers and administrators work together on a co-professional basis in an effort to improve the instructional program. Hopefully, continuing experience with curriculum negotiation will also result in limiting the process to consideration of organizational patterns for curriculum work, teacher representation in curriculum development activities, and structure for curriculum decision making (p. 323).

Young emphasizes that procedural aspects of curriculum are more appropriate for the bargaining table than substantive or content issues.

John Bennion (1969) examines the power struggle inherent in determining curriculum control through the bargaining process and finds that such negotiated issues may endanger the role and function of the curriculum specialist:

A major task of the curriculum administrator should be to head off the trend toward involving the curriculum in negotiations by helping to structure a framework in which teachers play the central role in curriculum development (p. 349).

Bennion bases his argument on the model for curriculum described by Richard Williams (1968) in which Williams argues that by shifting the responsibility for curriculum development to the teachers as a change in organizational structure, there will be less pressure to obtain power through the collective bargaining system. Williams finds this system more appealing in that it would involve administrators,

teachers, and curriculum specialists in curricular decision-making in an atmosphere of mutual trust.

Roberto Alfonso (1968) has been an outspoken critic of having teachers enter into shared decision-making for curricular issues through the bargaining process:

...although involving teachers in decisions about curriculum and instruction is a basic tenet of every respectable text in curriculum, there is slippage between ideal and actual behavior and discrepancy between what is professed and what is done (p. E-2).

It is this discrepancy, Alfonso believes, which has contributed to the demands of teacher organizations to have decision making authority today.

Alfonso finds that the trend to have teachers share authority for curricular decisions is unacceptable, an antithesis of all accepted principles of curriculum development, since real and honest development must occur in an open, intellectual, experimental environment. This environment, according to the author, is not possible at the bargaining table. He finds that negotiated curriculum principles are characterized by "frozen practices, legalized practices, and restriction on change," the result of making decisions from a power base rather than a cooperative base.

Some authors have announced their support for the process of collective bargaining as a mechanism for assuring teacher involvement in curricular decision-making. These writers supply a rationale for ensuring teacher rights of access to curriculum decision-making through the bargaining system.

Girard Hottleman (1969) states his rationale for bargaining over curriculum and instruction:

Curriculum is the primary substance by which the goal of optimum education of each child is achieved. In view of this, curriculum and instruction are essential matters for teacher concern, and, in negotiation language, make up the bulk of the teachers' working conditions. The teachers' purpose is to carry out the school board's essential objective of educating children; they do this through the process of instruction via a curriculum. Responsibility for learning rests with the classroom teacher; because of this, he must have considerable control over the terms of that responsibility. His effectiveness depends on the quality of his relationship to his responsibility. The host of considerations relating to information and resources to assist the teacher define the parameters of negotiable items for improvement of curriculum and instruction (p. 55).

Wendell Hough (1969) agrees with the opinion expressed by Alfonso:

...administrators and curriculum workers have been more articulate in writing and speaking about democratic curriculum development and involvement of teachers than has actually occurred in practice (p. 534).

Hough finds that the system of collective bargaining may be an insurance policy for assuring that teachers will have the opportunity to participate in curricular decisions. He calls for strong leadership by both teachers and administrators to develop workable models for curriculum development and improvement.

Arthur Salz (1969) and John G. Sperling (1970) base their beliefs that teachers should engage in collective bargaining for curriculum issues on the premise that the teacher is a professional and should have the rights and privileges of exerting control over programs and policies. Both writers agree with Hough that promises on paper are not reality, and that it takes a formal, contractual agreement to ensure that teacher opinions and decisions will be seriously considered and ultimately implemented.

In an extensive report, Sperling proposes that worry on the part of administrators about teacher power over curriculum is for the most part

unfounded and that, in actuality, such power will be minimal under collectively bargained contracts. Sperling does not find the current state of the art of curriculum development and implementation sophisticated enough to warrant concern for teacher take-over.

Sperling details a proposal for the contractual establishment of instructional committees which, he contends, should provide the following:

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

Hy Kornbluh (1973) raises the...

...fundamental question in relation to bargaining goals of education and teachers--the question of teacher organizations and the teachers' role in educational policy making--curriculum, instruction, innovations, and changes in the schools (p. 22).

Kornbluh finds a pragmatic rationale for having teachers assume leadership in setting policy: since teachers are the first line to receive criticism for school shortcomings and failures, they should have the first opportunity to make decisions. After pointing out the inherent risks in such a system, Kornbluh states:

What is needed is the ability to bargain for adequate alternative structures with enough decision-making power or influence to guarantee an effective voice in the final decision making process. One way to achieve this is through bargaining for a joint committee or joint council that has real power, specified in the contract. If this approach does not work, then the next round of bargaining

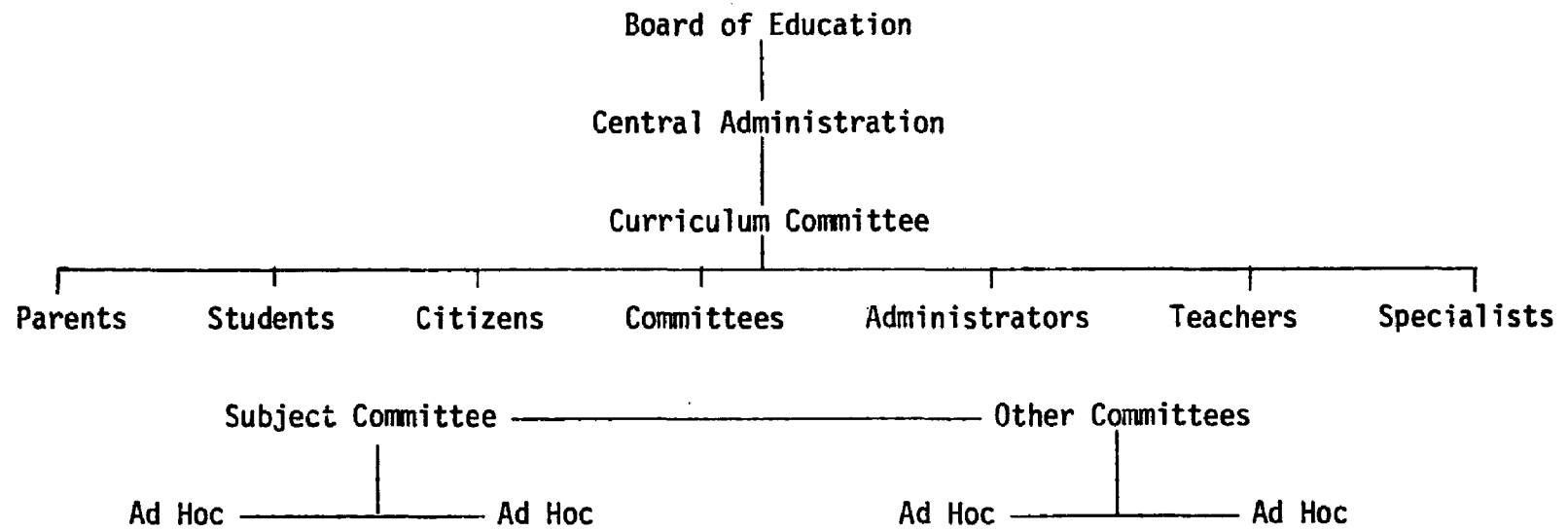
can focus on putting more power into negotiating these decisions right at the bargaining table. As a first principle, I think it wise to attempt to get agreement on the substance and details of curriculum and instruction decisions and other educational issues away from the heat of the bargaining table. The process and structure for making these kinds of decisions, and the provisions for funding, too, can be bargained (p. 24).

Shirley Jackson (1971) anticipates pressure on school boards and school administration to accommodate teacher demands for participation in curriculum decision-making. Consequently, Jackson proposes alternative methods for involving personnel in this process. She elaborates on a "preferred model" for shared decision-making, schematically presented on the following page.

Jackson recommends the following guidelines for instituting the curriculum council plan:

1. The committee be comprised of an equal number of teachers, students, administrators (including department chairpersons) and parents or community members
2. The curriculum director be the chairperson of the group; the business manager serve as an ex-officio member
3. The committee meet at set times with an agenda prepared and submitted to all in advance of the meeting
4. The committee receive all proposals in writing with a rationale for the program proposed
5. The committee establish a list of priorities at the beginning of each meeting
6. Each person proposing an item to the committee be given a reply within a two month period by the chair of the committee
7. The committee establish guidelines during its first meeting; guidelines will be used as an objective means of reviewing various items presented; guidelines must have as their central theme "the welfare of students"
8. The committee recognize that its recommendations can be implemented only if time, money, staff, and facilities permit; the involvement of parents and students

DIAGRAM OF STRUCTURE OF A CURRICULUM COUNCIL



should aid and assist in the securing of funds for worthy projects

9. The committee serve only as a curricular council and not a negotiating team
10. The committee be comprised of people who are not serving as negotiators
11. The committee be empowered to invite specialists to its meetings when their services are needed
12. Items which may considered include:
 - a. To what extent is the curriculum meeting the needs of students?
 - b. What type of curricular offerings might have more value and meaning for students?
 - c. How are textbooks and equipment selected from the many offerings?
 - d. What type of change or innovation should be considered and/or planned for?
 - e. How effective is the in-service program?
 - f. What additional community resources might be utilized?
 - g. Do the educational objectives of the school need changing? (p. 16)

Jackson recognizes the unique characteristics of school districts and realizes the impropriety of imposing her preferred model on districts which may require adaptations or variations of this system. As she states:

If persons demanding access to the decision-making process are invited in by the school system, no one organizational pattern for curriculum decision making will fit every school or system. The pattern derived will vary depending on the type and size of district, staff, and community. Regardless of how the curriculum planning or curriculum decision-making process functioned prior to community awareness and professional negotiations, the advent of legalized professional negotiations and community consultations in the area of curriculum development will definitely have an impact upon the process. Consequently, the school district should review the possible alternatives open to them and select

courses of action and policies which will enhance the possibility of the desired future state of affairs occurring (p. 21).

Summary

Research from the industrial setting indicates that employees who participate in shared decision-making are more satisfied, adjusted, and productive. Studies conducted in the educational setting indicate that maximizing teachers' opportunities to participate in setting policy and determining procedure results in higher teacher morale.

Critics of models of organizational structure with contractual provisions for teacher-board shared decision-making argue that: (1) curriculum should not be derived or determined as the result of power confrontations through collective negotiations; (2) only procedural, not substantive, curricular issues are appropriate as bargaining issues; and (3) teachers, through their associations, should have only advisory authority to the Board which must retain final authority over educational policy.

Advocates of having teachers share in curricular decision-making through master agreement provisions include in their rationale: (1) the discrepancy between theory and practice in regard to professed opportunities for teacher input for educational policy--the belief that the collective bargaining system assures teachers of real, not imagined, opportunities to participate in the decision-making process; (2) the teachers' professional status which makes it imperative that the teacher should participate in activities which have an impact on job performance; and (3) support for the joint instructional council as part of

the organizational system as an acceptable means for formalizing the shared decision-making process between teachers and school management.

Models of varying scope and complexity for joint instructional councils have been developed by educational and negotiations leaders during the 1970s. The models reflect different opinions about the composition, authority, support, and membership of the proposed councils.

Michigan Studies

Since the advent of collective bargaining for public employees in 1965, studies conducted within the state of Michigan have examined, described, and evaluated the implications of bargaining upon curricular policy and procedures.

Karl Ohlendorf (1970) describes the evolving and developing attitudes and approaches toward curriculum involvement by the state union:

For several years in Michigan we have stressed the negotiation of a structure and process designed to involve the teacher in educational decision-making. Called by various names, such as instructional council, curriculum council, or professional study committee, these structures are designed to give teachers and administrators an opportunity to discuss educational problems throughout the year in a cooperative setting (pp. 30-31).

Ohlendorf has listed several factors which he claims favor greater participation of teachers in Michigan in structured decision-making:

1. Change in goal direction of the professional association and greater specificity of goals and rational channeling of resources of the EA to achieve those goals.
2. EA has changed from an organization which largely promoted improvements in the field of education to one which is much concerned with the implementation of programs.
3. Trained teacher negotiators and organized leadership have turned their attention to professional areas (pp. 33-36).

4. Collective bargaining works as a technique to improve the quality of education; the process does not prevent teachers from being innovative.
5. Change in power from the state to local level with subsequent involvement of teachers.
6. Outside pressures forcing teachers to involve themselves in instructional decision-making; financial pressure on school boards to obtain better service from the teachers.

Marilyn Steele (1969) has rank-ordered a list of ten items which, in her opinion, are the ones the state union should bargain for "if members want to retain a public image of a professional organization rather than a labor union." Steele recommends that the MEA expand bargaining into the following areas:

1. In-service education programs for teachers
2. Teacher involvement in curriculum review
3. Teacher involvement in textbook selection
4. Teacher aides
5. Special programs for the impaired
6. Free planning periods
7. Pupil progress reports
8. Parent-teacher conferences
9. Teacher evaluation
10. School visitation (p. 37)

Several unpublished doctoral dissertations have dealt with the topic of collective bargaining and education in the Michigan public school setting and have drawn conclusions regarding the impact of bargaining on curriculum.

Lois Redmond (1969) found that of the teachers surveyed in her sample, most believed that curriculum councils should be provided in the

master agreements for their districts and that teachers should have more influence in curriculum development. She also reported that teachers from districts with councils provided for in the contracts perceived that the council was more involved in a study of the total school curriculum than were districts without curriculum councils.

Marilyn Steele (1969) investigated the trend of negotiations by examining thirty master agreements in effect in 1966-1968. Her analysis reported:

1. There were significantly more instructional provisions for instruction in Michigan master contracts in 1967 than in 1966-67.
2. Large districts tended to include a greater number of instructional provisions than small districts, but the difference is not statistically significant.
3. The MFT negotiated more instructional provisions than the MEA in the first year of teacher bargaining; the MEA significantly increased the number of instructional provisions the second year.
4. School districts having high per pupil expenditure in 1966-67 wrote significantly more instructional provisions in 1966-67 contracts.
5. The instructional supply budget for all districts, large and small, MFT or MEA, declined significantly during the second year of collective bargaining.
6. Small school districts spent a greater percentage of their budgets for instructional supplies in 1966-67 than large districts.
7. There was little difference in the instructional supply budgets of MFT and MEA districts in the first year of teacher bargaining. However, the second year MEA districts spent a greater percentage for instructional supplies than MFT districts.

Michael Jon Homes (1971) found that his study would be enhanced by further research to examine the impact that bargaining in Michigan has

had upon the process of curriculum and instruction in development and improvement.

Kenneth Noble (1971) researched curriculum provisions in districts which had provisions for joint instructional councils. Noble discovered great disparity and diversity among provisions for councils, but drew together data to conclude:

1. Most joint curriculum councils had between eight and eighteen members; membership usually consisted of teachers and administrators, and rarely included parents or students.
2. Teachers selected some of the members of the council and served as the major source of consultants and advisors.
3. Other consultants retained by the council included local school district personnel, intermediate school district personnel, college faculty, and textbook publishers.
4. Councils typically met once per month and generally met after school; some districts granted released time for meetings.
5. Joint councils dealt with a wide variety of topics. However, most of their work focused on modifying existing courses and materials, adding new courses or materials, and developing in-service training for teachers.
6. Products of the councils' efforts included textbook adoptions, curriculum guides, or in-service programs.
7. Joint councils exerted great influence upon change in educational programs.
8. Perceptions of the councils' work included viewing them as exerting some influence in shaping curriculum and providing a slightly positive influence on some factors which contribute to curriculum development.
9. Councils were reported as most successful in increasing teacher participation in curriculum decision-making and broadening the scope of the instructional program; they were viewed as least successful in promoting respect, harmony, skills, and accountability among the professional staff.

Certain research reports and studies conducted by the Michigan Education Association have dealt, in part, with bargaining for curriculum in public school districts. An extensive survey conducted by a team of researchers (Hecker, et al., 1968) reported the following:

A clear majority of teachers believed that teacher involvement in curriculum decisions should be negotiated.

Nearly sixty percent of teachers believed that there should be a greater degree of teacher planning for curricular decisions negotiated in future agreements.

A majority believed that freedom of the classroom teacher to determine methods of instruction, with broad goals, should be negotiated in future agreements.

Specific responses to negotiation questions are reported below.

For each of the following contract years--1969-70, 1970-71, 1971-72, 1972-73, 1973-74, 1974-75, 1975-76, 1976-77, and 1977-78--the Michigan Education Association has published Research Reports, the results of tabulating specific items in selected master agreements representing MEA affiliates, MFT affiliates, and independent bargaining units within the state.

One of the items reported is referred to as Instructional Policies. From 1970 through 1974, the tabulation for this item consisted of three questions:

1. Is there a curriculum council established in the contract?
2. Are bimonthly or oftener meetings established?
3. Is secretarial assistance provided by the Board?

In 1974-75, a fourth question was added:

4. Does the contract require the Board to act on a recommendation?

In 1977-78, the format of the investigation changed:

1. Is there an instructional/policies council?
2. Does the council have regularly scheduled meetings?

Negotiation Questions

6. In the negotiation of future agreements, should the local association plan to expand the scope of the negotiation to include other areas?

G. Greater degree of teacher planning for curricular decisions

	GRAND TOTAL	SEX		GRADE LEVEL		EXPERIENCE IN YEARS			SYSTEMS TAUGHT	
		MALE	FEMALE	ELEMENTARY	SECONDARY	1-5	6-15	16 OR MORE	ONE	TWO OR MORE
Already negotiated here	19.5	17.3	20.7	20.2	19.9	19.0	20.6	18.4	21.3	18.6
Should be negotiated	59.8	65.5	56.7	58.6	61.0	58.8	61.5	58.9	55.2	62.4
Should not be negotiated	6.6	4.2	7.9	7.5	5.5	3.9	8.0	9.5	5.2	7.6
No opinion	14.1	13.0	14.7	13.7	13.5	18.4	9.8	13.2	18.4	11.4
TOTAL PERCENT:	100.0	100.0	100.0	100.0	99.9	100.1	99.9	100.0	100.1	100.0
Total Number	815	284	531	401	362	337	286	190	310	500
Not indicated	46	7	39	29	13	12	21	12	15	31

I. Freedom of classroom teacher to determine methods of instruction within broad goals

Already negotiated here	18.6	19.5	18.2	18.2	19.6	18.6	17.7	19.7	16.3	20.3
Should be negotiated	52.1	54.4	50.9	54.7	50.3	55.0	52.6	46.8	55.0	50.5
Should not be negotiated	13.4	11.5	14.4	12.6	13.3	7.7	15.0	20.7	8.6	16.3
No opinion	15.8	14.6	16.5	14.5	16.9	18.6	14.7	12.8	20.1	12.9
TOTAL PERCENT:	99.9	100.0	100.0	100.0	100.1	99.9	100.0	100.0	100.0	100.0
Total Number	821	287	534	406	362	338	293	188	313	503
Not indicated	40	4	36	24	13	11	14	14	12	28

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2. What is your attitude toward your involvement in the determination of your local association's negotiation goals?

	FELT SUFFI- CIENTLY INVOLVED	FELT UNIN- VOLVED	FELT UN- INVOLVED BUT WANT- ED TO BE INVOLVED	NO KNOWL- EDGE OR NOT A NE- GOTIATED ITEM	TOTAL PERCENT	TOTAL NUMBER	NOT IN- DICATED
Teacher involvement in curriculum decisions	40.2	16.5	23.5	20.1	100.0	264	9

3. What is your attitude toward your local association's negotiating the listed areas with the school board?

	SHOULD BE NEGOTIATED AND WAS	BUT WAS NOT	SHOULD NOT BE NEGOTIATED BUT WAS	AND WAS NOT	NO KNOWL- EDGE	TOTAL PERCENT	TOTAL NUMBER	NOT IN- DICATED
Teacher involvement in curriculum decisions	46.6	30.3	.4	1.9	20.8	100.0	264	9

3. Is the council a joint (teacher-board) council?
4. Is the board required to act on the council's recommendation?
5. Can the board adopt any instructional policy without approval of the council?

Numerical, percentage, and statistical data accompanying the tabulations indicate appreciable increases in the number of districts with contractual provisions for curriculum councils since the earliest reports were prepared. In addition, it appears that curriculum provisions have become increasingly more elaborate and specific over time.

Robert Howlett, noted arbitrator in both the industrial and educational settings (1969), described the status of bargaining by Michigan teachers and forecast the trends that he felt were inevitable:

Our mediators have found little interest by teachers in policy questions. Teachers are interested primarily in money, both salaries and fringe benefits. We believe, however, that this attitude may change. Michigan teachers have received substantial salary increases during the last three years, placing Michigan third highest in the nation. Money will be more difficult to come by; hence, teachers may turn to development of better educated children (p. 30).

In the decade since Howlett's comment, research indicates that teachers in Michigan have shown increased interest in policy questions and are demanding access to the decision-making system in order to participate in procedural and substantive curriculum issues.

Summary

Since the advent of collective bargaining for teachers in Michigan in 1965, there has been a persistent growth in the area of negotiating for curriculum.

Several factors favor growth of teacher decision making in educational policies through contractual provisions, including sanction, support, and strength of the state unions.

Doctoral studies conducted under the auspices of state teacher unions and independently report that teachers desire more involvement in curricular decisions through formal councils and feel that such councils should be a feature of their master agreements. Studies conducted on selected samples of school districts within the state indicate that curriculum provisions, once negotiated into contracts, become a stable item and generally become more restrictive to management by becoming more specific over time.

CHAPTER III

DESIGN OF THE STUDY

This research study investigates the extent to which provisions for shared curriculum decision-making through joint instructional councils have been negotiated into master agreements in Michigan public school districts. The study evaluates contractual provisions for curriculum councils according to a criterion model which is comprised of nine components.

This chapter describes the target population of Michigan public school districts; the sample of large, medium, and small sized school districts; generalizability factors; sources of data; and instruments designed to extract and tabulate data.

Population

The population of this research study is all K-12 public school districts in Michigan which participate in collective bargaining. The Michigan Department of Education lists a total of 579 public school districts; however, several of those listed are K-8 districts and are not part of the designated population.

"Michigan Teacher Bargaining Units," a master list compiled and published by the Michigan Education Association (November, 1978), indicates that there are currently 532 K-12 bargaining public school districts in Michigan:

MEA affiliates = 508
 MFT affiliates = 20
 Independents = 4

The population for this study is the 532 K-12 bargaining public school districts in Michigan.

The Sample

The sample for this study is Groups B, G, and M, drawn from the 532 K-12 bargaining public school districts which comprise the population. The Michigan Department of Education (Bulletin 1011) has categorized all school districts in Michigan according to student enrollment and has applied descriptors of A - N to designate district size.

Chart I: "General Information by Type of School District" (see appendix) provides the most current classification of school districts based on state aid membership. Chart II: "Grouping of Districts by Pupil Membership" (see appendix) lists the groups by letter descriptor and corresponding size and provides an alphabetical list of school districts for each group.

The sample for this study is Groups B, G, and M, selected as representative of large, medium, and small sized school districts:

Group B = 20,000-49,000 student membership
 Group G = 3,500- 3,999 student membership
 Group M = 500- 999 student membership

A rationale for selecting Groups B, G, and M follows:

1. Only Detroit (233,049 student membership) forms Group A; therefore, the next largest group was chosen. Group B contains nine school districts: Flint City, Grand Rapids City, Lansing, Livonia, Pontiac City, Taylor, Utica, Warren Consolidated, and Wayne Westland Community.
2. Total school membership (2,023,944) was divided by the total number of districts (579) to determine a middle sized category. Group G most accurately matches that description and contains twenty-three school districts: Allen Park,

Alma, Avondale, Cadillac, Chesaning Union, Clawson City, Crestwood, Dowagiac Union, Fruitport Community, Greenville, Inkster City, Lakeshore, Madison, Mason, Mt. Morris Consolidated, Northview, Northwest, Oxford Area Community, Reeths Puffer, South Lake, St. Joseph, Tecumseh, and Westwood Community.

3. Group N, the smallest category of districts (five hundred or less student membership) also contains a large proportion of K-8 school districts which are inappropriate for the purpose of this study; therefore, the next smallest category, Group M with eighty school districts was selected. The sample of twenty school districts from Group M contains: AuGres Sims, Bark River-Harris, Bear Lake, Camden Frontier, Central Lake, Dryden Community, Forest Park, Galien Township, Inland Lakes, Johannesburg-Lewiston, Kingsley Area, Martin, Mesick Consolidated, North Central Area, North Huron, Norway Vulcan Area, Onkama Consolidated, Pewamo Westphalia, Pittsford Area, Potterville.

A random sample of twenty districts has been selected from Group M which comprises a total of eighty districts. A Michigan map showing the distribution of the fifty-two districts in the sample is contained in the appendix.

The sample for this study is:

Group B =	9 districts
Group G =	23 districts
Group M =	20 districts
	<u>52</u>

Sources of Data

The following sources of data have been used to gather, synthesize, and tabulate information relevant to this study:

1. Bulletin 1011 (Analysis of Michigan Public School Revenues and Expenditures, 1977-78). This pamphlet, published on a limited basis by the Michigan Department of Education, contains the most recent and complete list of Michigan public school districts.

Chart I (General Information by Type of School District for Fiscal Year ended June 30, 1978).

Chart II (Grouping of Districts by Pupil Membership).

2. Negotiations Notebook (Michigan Education Association, 1979). The notebook contains Part I, Statewide Bargaining Goals (Section 1.18 Curriculum and Instructional Materials). This prescribed contract language will be the model and criteria by which selected master agreement provisions for curriculum councils will be evaluated.
3. Research Reports (Michigan Education Association). The reports are a collection of analyses of contract content in selected bargaining school districts. From 1970 the yearly analyses have reported, using a code system, on provisions for joint instructional councils.
4. Michigan State University Labor and Industrial Relations Library and Michigan State University Archives Library. These libraries are state repositories for all public sector labor agreements, including municipal workers, police and fire fighters, and teachers. The LIR Library contains files of current contracts, those which are presently in effect; the Archives Library contains files of expired documents.

Description of the Instruments

Two instruments for tabulating information relevant to the research study have been constructed:

1. Tabulation Form. A form records information extracted from Bulletin 1011, Research Reports, and the master agreement for the school district in the sample. The tabulation form records: school district, location (by county and region), population (district size and corresponding category B, G, or M), contract date, and details from contract language for curriculum councils which correspond to the nine components in the criterion model. The final section of the form contains a description of related contractual provisions which may strengthen or restrict contract language for curriculum (see copy in appendix).
2. Charts. A set of charts corresponding to the nine established components of the criterion model has been constructed to record data derived from master contracts. The charts include (1) title, (2) description of criteria from the model, (3) list of fifty-two sample school districts alphabetically by group, and (4) record space. The charts are worksheets which record data by categories.

CHAPTER IV

ANALYSIS OF DATA

Introduction

Data obtained from the tabulation instrument used to record information from master agreements is presented and analyzed in this chapter. Master agreements were available for fifty-one of the fifty-two districts in the sample; only the Crestwood (Group G) contract was not obtainable.* Therefore, the study records Crestwood (on tables and in text descriptions) as not available.

Contracts, the primary source of information, are available at the Michigan State University Labor and Industrial Relations Library and the MSU Archives Library. Accordingly, several readings were conducted on site at these locations. Master contracts for the public sector are available for public review but do not circulate from the library.

A master list of the districts in the sample was created, then organized alphabetically by Groups B, G, and M. Contracts were read systematically, following the list. After a thorough review of the entire contract, noting sections which would require a re-reading, the researcher proceeded to record pertinent information correlated to the components of the model on the tabulation sheet.

*Despite repeated efforts to secure the Crestwood contract through the MEA Office of Negotiations and the MSU Labor and Industrial Relations Library as well as personal investigations and requests, the contract was not issued.

Worksheets corresponding to the components of the model were constructed. Each worksheet was coded by number to the proposed table for the final study and contained a list of the districts according to group. Slots on the worksheet were filled in with information from the tabulation sheets. Subsequently, the worksheets, when revised, became the tables included in the study.

Twenty contracts were selected at random and given to an independent reader to check for thoroughness and accuracy of the researcher's notes. In two instances the independent reader recorded information which the researcher had not; in both cases the contract article noted dealt with shared decision-making (budget, class size) for items other than curriculum.

The independent reader and researcher agreed that accuracy of the investigation depended on a thorough reading of the contracts. The researcher determined that references to curriculum, joint curriculum councils, and related provisions often are housed in unlikely and misleading sections of the contract. For example, specific references to procedural aspects of curriculum were found under "Teaching Hours" (Central Lake), "Teaching Goals" (Flint), "Reduction in Personnel" (Cadillac), and "Miscellaneous Provisions" (Lakeshore).

Plan for the Analysis of Data

The model designated as the criterion for this investigation, Section 1.18 Statewide Bargaining Goals and Minimum Contract Standards (Negotiations Notebook, 1979-80), is comprised of nine components: purpose, responsibility, authority, method of selection, support, size, composition, meeting schedule, and leadership. For purposes of

comparison, the components listed as size and composition are treated together.

Analysis of the contractual provisions for joint instructional councils is conducted according to the sequence of components listed above. In addition, a chart is given indicating each of the school districts in the sample, whether the district contract contains a provision for a curriculum council, and the title of the council. Finally, a presentation is made showing related contractual provisions which add to or subtract from the strength of curriculum councils mandated by contract.

The presentation of the analysis of data follows this sequence:

1. Districts in which master agreements currently contain provisions for joint instructional councils
2. Purpose of joint instructional councils
3. Responsibilities of joint instructional councils
4. Size and composition of the joint instructional councils
5. Method of selection for membership and frequency of membership selection to joint instructional councils
6. Leadership and vote rights of joint instructional councils
7. Meeting schedules for joint instructional councils
8. Support provisions for joint instructional councils
9. Authority of joint instructional councils
10. Contractual provisions which strengthen and/or restrict provisions for joint instructional councils

Data are presented in tables which contain the sample school districts listed alphabetically according to Groups B, G, and M. Text discussion describes significant findings.

Table 1

A comprehensive reading of the sample contracts for this study was conducted in order to determine if the contracts contained provisions for joint instructional councils.* As indicated in Table 1, districts in which master agreements contain provisions for joint instructional councils, a reading of all contracts revealed that provisions for curriculum councils may be separate articles or components of the agreement or may be incorporated in other articles. For example, the 1979-81 Madison (Group G) contract contains Article XXVI, Professional Study Committee; the 1979-82 Alma (Group G) contract contains a provision for the Coordinating Council under Article XIX School Calendar and Miscellaneous.

The terminology used to describe joint councils is generally indicative of the purpose and responsibility with which the council is charged. A name such as Instructional Council (Grand Rapids), Curriculum Council (Wayne Westland), Joint Curriculum Committee (Oxford) and Curriculum Committee (Johannesburg-Lewiston) is an indicator that the council has a more limited function, generally to study, review, discuss, and recommend instructional and curricular changes for the school district. A name such as Professional Study Committee (Flint, Mt. Morris), or Coordinating Council (Pontiac, Alma) indicates more latitude in terms of educational concerns which the council may consider. In Flint, for example, the Professional Study Committee may discuss and study "subjects mutually agreed upon relating to the school system";

*Important to note that some master agreements may contain reference to shared curriculum decision making systems which are operational under board policy and not master agreement. This study only considers councils which are mandated by the parties' collective bargaining agreements.

and in Alma, the Coordinating Council should "channel ideas, projects, recommendations, and items of concern to a definite conclusion."

Of the nine school districts which comprise Group B, the group representing large school systems, eight (89%) master agreements contain provisions for joint instructional councils. Of twenty-two districts in Group G, representing middle-sized school systems, twelve (55%) contain provisions for joint instructional councils. Of the twenty districts in Group M, representative of small sized systems, six (30%) contain provisions for joint instructional councils.

Neither Taylor (Group B) nor Inkster (Group G), the only two districts in the sample which are affiliated with the Michigan Federation of Teachers rather than the Michigan Education Association, have provisions for joint instructional councils.

Table 1. Districts in which Master Agreements
Contain Provisions for Joint Instructional Councils

<u>Group B Districts</u>	<u>Council Name</u>
Flint	Professional Study Committee
Grand Rapids	Instructional Council
Lansing	Instructional Council
Livonia	Curriculum Committee
Pontiac	Coordinating Council
Taylor	-----
Utica	Central Curriculum Council
Warren	Steering Committee
Wayne Westland	Curriculum Council

Table 1, continued

<u>Group G Districts</u>	<u>Council Name</u>
Allen Park	Instructional and Curriculum Council
Alma	Coordinating Council
Avondale	-----
Cadillac	-----
Chesaning	-----
Clawson	Curriculum Study Committee
Crestwood	(not available)
Dowagiac	Curricular Study and Articulation Committee
Fruitport	-----
Greenville	Professional Study Committee
Inkster	-----
Lakeshore	-----
Madison	Professional Study Committee
Mason	Professional Development Committee
Mt. Morris	Professional Study Committee
Northview	-----
Northwest	Professional Development Council
Oxford Area	Joint Curriculum Committee
Reeths Puffer	-----
South Lake	Professional Staff Curriculum Council
St. Joseph	-----
Tecumseh	Professional Council
Westwood	-----

Table 1, continued

<u>Group M Districts</u>	<u>Council Name</u>
Au Gres Sims	-----
Bark River Harris	-----
Bear Lake	-----
Camden Frontier	-----
Central Lake	-----
Dryden Community	-----
Forest Park	-----
Glaien Township	-----
Inland Lakes	-----
Johannesburg-Lewiston	Curriculum Committee
Kingsley Area	-----
Martin	-----
Mesick Consolidated	-----
North Central Area	-----
North Huron	Professional Study Committee
Norway Vulcan Area	Professional Study Committee
Onkama Consolidated	-----
Pewamo Westphalia	Instructional Council
Pittsford Area	Curriculum Council
Potterville	Curriculum Council

Tables 2-9 correspond to the components of the criterion model, Section 1.18 Statewide Bargaining Goals and Minimum Contract Standards (Negotiating Notebook, 1979-80). Each table contains a heading which

is a statement of the criteria by which the contractual provision is evaluated. Following the heading, the model criterion is included, a replication of the language contained in the MEA model.

The model proposes that contractual provisions for curriculum contain a stated purpose and suggests that the appropriate statement of purpose is: The purpose of this Council shall be to initiate and establish policies affecting the nature and design of the instructional program of the district.

Table 2.

No contracts contain language which replicates the stated purpose in the model; however, several contracts contain language which approximates the model criterion. In Group B, each of the eight districts with joint instructional council provisions has contract language which establishes the purpose of the council. Four districts (Lansing, Pontiac, Utica, Grand Rapids) contain language for the purpose of curriculum councils which indicates that the reason for the council is to initiate policies for the district.

The remainder of the districts with councils (Flint, Livonia, Warren, Wayne Westland) are to study and review recommendations.

In Group G, eleven of the twelve contracts with provisions for councils contain language stating a purpose. The exception is Northwest. Two districts of the eleven (Allen Park and Oxford Area) approximate the model language by giving councils authority to recommend instructional policies for the district. Other councils may review, study, discuss, and recommend.

In Group M, five of the six contracts with provisions for councils include a stated purpose. The exception is Potterville. None of the five statements indicates the degree of autonomy to initiate and establish policies suggested in the model; councils in Group M districts may consult, assist, study, discuss, suggest, and consider curriculum development.

Summary

A greater proportion of contracts in Group B districts (four of eight) contain language describing the purpose of instructional councils which parallel the model criterion. In Group G, two of eleven contracts contain language which approximates the model; and in Group M, none of the stated purposes for councils approximates the model. Districts with language which approximates the model for the purpose of the council grant the council a degree of autonomy to initiate and establish instructional and curricular policies for the district. Districts with provisions which do not approximate the model allow councils to review, study, discuss, investigate, and suggest proposed change.

Stated purposes for Groups G and M indicate more diverse responsibilities than Group B. For example, in Greenville, the council may "study matters of professional concern" and in Tecumseh the council should "discuss and study subjects relating to the school system." Group B districts tend to define the purpose of the council as "initiate and recommend policies which affect and determine the instructional program" (Grand Rapids) and "to review all curriculum changes including those not necessarily funded through this committee" (Warren).

Table 2. Purpose of Joint Instructional Councils.

Model criterion: the purpose of this council shall be to initiate and establish policies affecting the nature and design of the instructional program of the district.

<u>Group B</u>	<u>Stated Purpose</u>
Flint	To discuss and study subjects mutually agreed upon relating to the school system
Grand Rapids	To initiate and recommend those policies which affect and determine the instructional program
Lansing	To act as a decision making body to recommend to the superintendent regarding curriculum development, instruction, improvement, evaluation, and staff development for the district
Livonia	To study specific areas of the curriculum
Pontiac	To implement the total school program, not just a specific grade or subject area, to enable teachers to participate in the process of cooperative decision making with building administrative staff
Taylor	No joint instructional council provision
Utica	To assist in formulating policies and programs in curriculum
Warren	To review all curriculum changes including those not necessarily funded through this committee
Wayne Westland	To review, study, and research curriculum programs and proposed changes and make recommendations to the superintendent
<u>Group G</u>	<u>Stated Purpose</u>
Allen Park	To review and recommend policies affecting the nature and design of the instructional program of the district
Alma	To channel ideas, projects, recommendations, and items of concern to a definite conclusion

Table 2, continued

Avondale	No joint instructional council provision
Cadillac	No joint instructional council provision
Chesaning	No joint instructional council provision
Clawson	When a curriculum study committee is necessary, notification shall be sent to the EA president. The EA will volunteer one teacher to be on the committee.
Crestwood	(not available)
Dowagiac	To review all pending curricular changes prior to their being presented to the Board of Education
Fruitport	No joint instructional council provision
Greenville	To study matters of professional concern presented by members of study committee
Inkster	No joint instructional council provision
Lakeshore	No joint instructional council provision
Madison	To review teaching techniques, courses of study, textbooks, curriculum guides, pupil testing, student discipline policy, guidance programs, programs for special education, and any other professional area
Mason	To investigate matters and policies involving curriculum, staff utilization, school design and teaching equipment; to maintain a free flow of ideas and suggestions
Mt. Morris	To discuss subjects mutually agreed upon relating to the school system
Northview	No joint instructional council provision
Northwest	(not given)
Oxford Area	To recommend to the superintendent changes in curriculum and textbooks, K-12, and the committee shall establish its own procedures and meeting schedule

Table 2, continued

	which will be reflected in the minutes of the first meeting
Reeths Puffer	No joint instructional council provision
South Lake	To study and improve the school instructional program and related matters
St. Joseph	No joint instructional council provision
Tecumseh	To discuss and study subjects relating to the school system
Westwood	No joint instructional council provision
<u>Group M</u>	<u>Stated Purpose</u>
Au Gres Sims	No joint instructional council provision
Bark River Harris	No joint instructional council provision
Bear Lake	No joint instructional council provision
Camden Frontier	No joint instructional council provision
Central Lake	No joint instructional council provision
Dryden Community	No joint instructional council provision
Forest Park	No joint instructional council provision
Galien Township	No joint instructional council provision
Inland Lakes	No joint instructional council provision
Johannesburg-Lewiston	To review, discuss, suggest, and coordinate the existing curriculum through the district
Kingsley Area	No joint instructional council provision
Martin	No joint instructional council provision
Mesick Consolidated	No joint instructional council provision
North Central Area	No joint instructional council provision
North Huron	To provide effective consultation with and assistance to the Board to make needed improvements in the school

Table 2, continued

	instructional program which it determines as feasible
Norway Vulcan Area	To study such matters as curriculum and student discipline
Onekama Consolidated	No joint instructional council provision
Pewamo Westphalia Community	To discuss and study curriculum development and revision, student discipline, special student problems, or any other issues related to the education of students
Pittsford Area	To consider recommendations from teacher sub-committees and administration; all matters pertaining to instructional program
Pottersville	(no purpose given)

Table 3

Table 3 compares contract provisions for curriculum with the model criterion: as part of its responsibilities, the council shall (1) develop criteria for the on-going evaluation of all instructional programs; (2) annually review and establish policies concerning all testing programs and instructional management systems; (3) review and make recommendations on all proposed pilot, experimental, and/or innovative programs; and (4) promulgate other policies relating to the district's instructional program.

Comparison of responsibilities of curriculum councils as defined in master agreements with the model criterion has been conducted on a matching system of components of the criterion rather than according to the content of the entire paragraph.

In Group B, three school districts have written descriptions of council responsibilities which, in part, replicate components of the model (Grand Rapids, Utica, Wayne Westland). In Grand Rapids, the curriculum council has the responsibility of (1) developing recommendation of policies which will lead to improvement of instruction , an approximation of #4 in the model. Also in Grand Rapids, the council should (2) annually review testing programs in regard to the adequacy and appropriateness of the tests given, an approximation of #2 in the model.

In Utica, the council should (1) review all major revisions, pilot programs, and new programs, whether initiated by teachers or administrators, an approximation of #3 in the model. Also in Utica, the council has the responsibility of (2) calling attention to the curricula matters considered important to the school district and providing continuous evaluation of on-going programs, an approximation of #1 in the model.

In Wayne Westland, the curriculum council must (1) review and recommend proposed pilot, experimental, and innovative programs which involve new approaches to the teaching/learning process, an approximation of #3 in the model. Also, the council should (2) evaluate implemented programs in writing at designated periods, an approximation of #1 in the model.

Of the eight districts in Group B which have contract language for curriculum councils, five emphasize curriculum in their stated responsibilities (Grand Rapids, Lansing, Utica, Warren, Wayne Westland). The other three (Flint, Livonia, and Pontiac) charge the councils with a broader scope of responsibilities. For example, in Flint a subject which the council may study is the health and welfare of teachers; in Livonia, the council may identify and review problems and areas of

concern; in Pontiac, the council must implement a system-wide discipline policy.

In Group G, one district, Northwest, contains a statement of responsibility which approximates the model. In Northwest the council must (3) consider, study, and make recommendations to the Board of Education of any proposals for major changes in curriculum, teaching methods, textbooks, educational facilities, or other proposals which represent significant changes in the educational process, an approximation of #3 in the model.

Eleven of the twelve districts in Group G contain language which defines the responsibilities of the curriculum council. Allen Park does not list responsibilities of its council. Of the eleven districts with such language, seven emphasize curriculum in their stated responsibilities (Alma, Clawson, Dowagiac, Northwest, Oxford, South Lake, Tecumseh). Four districts (Greenville, Madison, Mason, Mt. Morris) contain statements of responsibilities which are not strictly limited to curriculum interests. For example, the Madison curriculum council is given responsibility to systematically review the student discipline policy, and the Mason council must develop a teacher evaluation form.

In Group M, two districts (North Huron, Pittsford) contain statements of responsibility which approximate the model. In North Huron the council must (1) cooperate in an on-going study and assist the Board whereby it may bring about desirable changes..., an approximation of #1 in the model. In Pittsford, the council should (3) cooperate in an on-going study or assist the Board in bringing about desirable changes..., an approximation of #1 in the model.

Five of the six districts in Group M contain language which defines the responsibilities of the council. Potterville does not list responsibilities of the council. Of the five districts which contain such language, three emphasize curriculum concerns (Johannesburg-Lewiston, North Huron, Pittsford) and two require the councils to engage in activities removed from the area of curriculum (Norway-Vulcan, Pewamo-Westphalia). In Norway-Vulcan, the council is required to recommend matters of student discipline to the Board, and in Pewamo-Westphalia, the council is given the responsibility to discuss and study student discipline and special student problems.

Summary

Few districts in the entire sample contain statements of responsibility which approximate the components of the model. Districts appear to have delineated responsibilities for instructional councils according to narrow scope, emphasizing curriculum-instruction only, or according to broad scope, allowing the council to deal with such matters as student discipline, teacher welfare, and teacher evaluation. More contracts define the responsibilities of the joint instructional council according to a narrow scope.

Table 3. Responsibilities of Joint Instructional Councils

Model Criterion: as a part of its responsibilities, the Council shall:

1. Develop criteria for the on-going evaluation of all instructional programs;
2. Annually review and establish policies concerning all testing programs and instructional management systems;
3. Review and make recommendations on all proposed pilot, experimental, and/or innovative programs;
4. Promulgate other policies relating to the district's instructional programs and curriculum.

Group B

Responsibilities

Flint

1. Review and recommend changes in the school code and curriculum
2. Study such subjects as attendance, compensatory education, development of curriculum, discipline policy, evaluation of teachers, health and welfare of teachers, human relations, in-service, school library services, student rights, supplies and equipment, and student teachers

Grand Rapids

1. Develop recommendation of policies which will lead to improvement of instruction
2. Be the only agency to speak in behalf of the total teaching staff of the school system on instructional matters
3. Annually review testing program in regard to the adequacy and appropriateness of the tests given

Lansing

1. Function as an initiating agency and clearing house for research and innovations
2. A recommending agency for policy change and philosophy renewal
3. An agency for curriculum realignment, to review and balance curricular emphasis
4. A promotional agency for accountability procedures
5. A consulting agency for citizens' groups; to bring ideas and concerns to teachers, administrators and citizens into focus; to provide resource people, research, and background information on curriculum and instructional matters
6. An agency for reviewing Federal, State, and locally funded programs, especially those affecting more than one building

- | | |
|----------------|--|
| Livonia | <ol style="list-style-type: none"> 1. Identify and review problems and areas of concern 2. Set priorities 3. Determine methods for studying those areas |
| Pontiac | <ol style="list-style-type: none"> 1. Develop an individual school calendar, encompassing planning of in-service days, conference days, report card marking time, student activities, and approval of the second staff meeting established by contract 2. Cooperatively implement a system-wide discipline policy and/or procedure and resolution of disputes arising from that policy/procedure 3. Resolve any disputes over the implementation of the attendance procedure with assistance of the Pupil Personnel Director 4. Discuss the resolution of school problems and procedures, including curriculum development, school budget, and community relations |
| Taylor | No joint instructional council provision |
| Utica | <ol style="list-style-type: none"> 1. Review all major revisions, pilot projects and new programs, whether initiated by teachers or administrators 2. Call attention to the curricula matters considered important to the school district and provide continuous evaluation of on-going programs 3. Serve as a channel of communication among the school community to bring about better understanding in directions about instructional matters 4. Communicate fully and freely with those they represent |
| Warren | <ol style="list-style-type: none"> 1. Establish teacher curriculum study groups (comprised of both teachers and administrators) 2. Allocate funds for teacher initiated projects of an innovative nature and projects of in-service 3. Submit reports, proposals, and recommendations to the Associate Superintendent for Instruction and the Association President |
| Wayne Westland | <ol style="list-style-type: none"> 1. Review and recommend proposed pilot, experimental, and innovative programs which involve new approaches to the teaching/learning process 2. Evaluate implemented programs in writing at designated periods; distribute written evaluations to affected staff members, members of Curriculum Council, and members of the Board of Education |

3. Establish a Program Review Committee to provide a vehicle whereby a teacher may have a program reviewed for possible alternation or termination

<u>Group G</u>	<u>Responsibilities</u>
Allen Park	No responsibilities listed
Alma	Recommend appropriate action on curriculum, research, study, experimentation, in-service training, visitation, resource people, released time, conferences, materials, workshops, and other items the council in its action finds necessary
Avondale	No joint instructional council provision
Cadillac	No joint instructional council provision
Chesaning	No joint instructional council provision
Clawson	Study and recommend to the Board any changes in the district's curriculum
Crestwood	Contract not available
Dowagiac	Review all pending curricular changes, new textbook adoptions, and proposals for new instructional programs and media prior to their being presented to the Board of Education for adoption
Fruitport	No joint instructional council provision
Greenville	To study matters of professional concern and, if the Committee agrees on any one policy change, such change shall be recommended to the Board for its consideration as Board policy
Inkster	No joint instructional council provision
Lakeshore	No joint instructional council provision

Madison	Systematically review at regular meetings teaching techniques, courses of study, textbooks, curriculum guides, pupil testing, student discipline policy, guidance programs, programs for Special Education, and any other professional area which the committee may agree to consider
Mason	To develop a teacher evaluation form and other matters to be decided upon by the Committee
Mt. Morris	<ol style="list-style-type: none"> 1. Appoint sub-committees comprised of teachers and administrators to study and report upon Curriculum Review and any other mutually agreed upon subject 2. Investigate the possibility of establishing an in-service training program in which all teachers would be required to participate
Northview	No joint instructional council provision
Northwest	<ol style="list-style-type: none"> 1. Develop and implement in-service training for the Northwest Professional Staff; determine the nature of the training and the dates and times for training 2. Make recommendations to the respective parties concerning contractual provisions in regard to In-Service Education for future agreements 3. Consider, study, and make recommendations to the Board of Education of any proposals for major changes in curriculum, teaching methods, textbooks, educational facilities, or other proposals which represent significant changes in the educational process 4. To make available to members of the Board and Association summaries of discussions and findings which result from the functioning of the Council
Oxford Area	Recommend changes in curriculum and textbook K-12
Reeths Puffer	No joint instructional council provision
South Lake	<ol style="list-style-type: none"> 1. To select Steering Committee and Advisory Committee 2. To assess work being done by various ad hoc curriculum committees 3. Report to the Board on current curriculum status and need 4. Establish and maintain communication among Board, Administration, and Staff

St. Joseph	No joint instructional provision
Tecumseh	Appoint ad hoc committees comprised of teachers and administrators to study and submit written reports
Westwood	No joint instructional council provision

<u>Group M</u>	<u>Responsibilities</u>
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Au Gres Sims	No joint instructional council provision
Bark River Harris	No joint instructional council provision
Bear Lake	No joint instructional council provision
Camden Frontier	No joint instructional council provision
Central Lake	No joint instructional council provision
Dryden	No joint instructional council provision
Forest Park	No joint instructional council provision
Galien Township	No joint instructional council provision
Inland Lakes	No joint instructional council provision
Johannesburg-Lewiston	<ol style="list-style-type: none"> 1. Discuss and coordinate the existing curriculum throughout the district 2. Take recommendations to appropriate departments for consideration 3. Submit an annual progress report to the Board of Education
Kingsley Area	No joint instructional council provision
Martin	No joint instructional council provision

Mesick Consolidated	No joint instructional council provision
North Central	No joint instructional council provision
North Huron	<ol style="list-style-type: none"> 1. Cooperate in an on-going study and assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and any other phases of the instructional program 2. To establish additional ad hoc subcommittees as necessary
Norway Vulcan	To recommend matters of curriculum and student discipline to the Board of Education
Onekama	No joint instructional council provision
Pewamo Westphalia	To discuss and study curriculum development and revision, student discipline, special student problems, or any other issues related to the education of students
Pittsford	<ol style="list-style-type: none"> 1. To consider all matters pertaining to the instructional program of the district and its implementation, such as teaching techniques, courses of study, textbooks, curriculum, and educational tools 2. To establish ad hoc study committees whenever necessary 3. To cooperate in an on-going study to assist the Board in bringing about desirable changes in teaching methods and techniques, class composition, curriculum, and any other phases of the instructional program
Pottersville	Not given in contract

Table 4

Table 4, Size and Composition of Joint Instructional Councils, compares contractual provisions with the model criterion: the Council shall be comprised of an equal number of teachers and administrators. The model proposes that the Council membership shall be teachers and administrators and that they shall be represented in equal numbers.

A review of the tabulated data reveals that several school districts have written size and composition provisions which allow membership of students, community, or other groups on the council; at the same time, however, teachers and administrators are represented on the Council in equal numbers. In such cases, the researcher has considered that such districts do not precisely fit the model and more appropriately belong in a special category.

The reporting system for Table 4 has four categories: (1) exact replication--the language provides for only teacher and administrative membership on the Council in equal numbers; (2) special--the language provides for groups other than teacher and administrative membership on the Council, but teachers and administrators are represented equally; (3) different--the language departs from the model in terms of size and/or composition of membership; (4) not given--contract language does not specify size and/or membership characteristics of the Council.

Group B

Exact replication:	Flint, Grand Rapids, Warren
Special:	Lansing
Different:	Livonia, Pontiac, Utica, Wayne

There appears to be no correlation between size of the district and membership on councils. For example, the Flint Council is

comprised of six members, Pontiac ten, and Wayne twenty-six. Lansing fits the special category, having a total of twenty-four council members including six teachers, six administrators, six students, and six parents. Of the four districts which have different size and composition standards, each has more teachers than administrators. The Pontiac Council is unique in that it is comprised of teachers only. The average size of Group B councils is 14.25 members.

Group G

Exact replication: Clawson, Madison, Mason, Mt. Morris, South Lake
 Special: Oxford, Tecumseh
 Different: Alma, Greenville, Northwest
 Not given: Allen Park, Dowagiac

Of the twelve districts with provisions for councils, five systems replicate the model criterion and have equal numbers of teachers and administrators as members. Two districts have special systems, three have different systems, and two do not specify membership.

In Group G, provisions for size and membership indicate proportional representation in some cases. For example, in Northwest, the six teachers permitted membership must represent the elementary and secondary schools equally. The five administrators include the superintendent or designee and two elementary and two secondary principals. Other districts which specify representation for teachers and/or administrators include Oxford, South Lake, and Tecumseh.

The average size of councils in Group G districts is 6.6.

Group M

Exact replication: Pewamo-Westphalia
 Special: Potterville
 Different: Johannesburg-Lewiston, Pittsford
 Not given: North Huron, Norway-Vulcan

The Pittsford Council is comprised of a total of seven members, three teachers, two administrators, two students; elementary and secondary principals may be used as resource persons, but do not have permanent status as members of the council.

The Potterville Council, comprised of nine members, includes three teachers (one from each building), three administrators, and three parents. The parents do not have voting rights.

Norway Vulcan does not state the size or composition of its council, but does specify that the Superintendent is a member. The average size of councils in Group M districts is 6.75.

Summary

Councils in Group B districts are typically larger (average 14.25) than councils in Group G and Group M (average 7). Group G contracts more often specify teacher and administrator representation of buildings on the councils than contracts in other groups.

Three of eight Group B contracts, five of twelve Group G contracts, and one of six Group M contracts replicate the model.

Table 4. Size and Composition of
Joint Instructional Councils

Model Criterion: the Council shall be comprised of an equal number of teachers and administrators.

<u>Group B</u>	<u>Total Size</u>	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Community</u>	<u>Other</u>
Flint	6	3	3	-	-	-
Grand Rapids	14	7	7	-	-	-
Lansing	24	6	6	6	-	6 par- ents
Livonia	6	5	1	-	-	-
Pontiac	10	10	-	-	-	-
Taylor	-	-	-	-	-	-
Utica						
Central Comm:	14	8	6	-	-	-
Steering Comm.						
Elementary	-	8	6	1 each high school	-	-
Secondary	-	10	6	-	-	-
Warren	14	7	6 princ. 1 cent. off.	-	-	-
Wayne Westland	26	14	12	-	-	-
<u>Group G</u>						
Allen Park	-	-	-	-	-	-
Alma	12	8	4	-	-	-
Avondale	-	-	-	-	-	-
Cadillac	-	-	-	-	-	-
Chesaning	-	-	-	-	-	-
Clawson	6	3	3	-	-	-
Crestwood	(no information available)					

	<u>Total Size</u>	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Community</u>	<u>Other</u>
Dowagiac	-	-	-	-	-	-
Fruitport	-	-	-	-	-	-
Greenville	6	3	1	-	-	2 Others
Inkster	-	-	-	-	-	-
Lakeshore	-	-	-	-	-	-
Madison	8	4	4	-	-	-
Mason	6	3	3	-	-	-
Mt. Morris	6	3	3	-	-	-
Northview	-	-	1 super. or desig- nee	-	-	-
Northwest	11	3 elem. 3 secon.	2 elem. 2 secon.	-	-	1
Oxford Area	9	4 each elem., j.h., s.h., spec.	4	-	-	1 asst super. ex- offi- cio
Reeths Puffer	-	-	-	-	-	-
South Lake	4	1 elem. or m.s., 1 s.h.	2	-	-	-
St. Joseph	-	-	-	-	-	-
Tecumseh	12	4 from diff. juris- diction of prin.	supt., curr. dir., 1 s.h. admin., 2 elem.	-	-	tea. asst. pres., EA chpsn.
Westwood	-	-	-	-	-	-

<u>Group M</u>	<u>Total Size</u>	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Community</u>	<u>Other</u>
Au Gres Sims	-	-	-	-	-	-
Bark River Harris	-	-	-	-	-	-
Bear Lake	-	-	-	-	-	-
Camden Frontier	-	-	-	-	-	-
Central Lake	-	-	-	-	-	-
Dryden Community	-	-	-	-	-	-
Forest Park	-	-	-	-	-	-
Galien Township	-	-	-	-	-	-
Inland Lakes	-	-	-	-	-	-
Johannesburg- Lewiston	5	3	2 prin- cipals	-	-	-
Kingsley Area	-	-	-	-	-	-
Martin	-	-	-	-	-	-
Mesick Consolidated	-	-	-	-	-	-
North Central Area	-	-	-	-	-	-
North Huron	-	-	-	-	-	-
Norway Vulcan Area	-	not given	not given	-	-	-
Onkama Con- solidated	-	-	-	-	-	-
Pewamo Westphalia	6	3 by EA	3 appt. by Bd.	-	-	-
Pittsford Area	7	3 by EA	2 selc. by Bd.	2 selc. by stud. council	-	El. & secd. princ. resource persons
Potterville	9	3; 1 each build.	3	-	3 par- ents; non- voting	-

Table 5

Table 5, Method of Selection for Membership and Frequency of Selection, compares contractual provisions with the model criterion: the Council members shall be selected annually by their respective representative groups. Comparisons with this model language consist of an evaluation of the three parts to the criteria: method of selection, annual selection, and representative groups.

A reading of contractual provisions for curriculum councils reveals that the term "selected" is widely used; however, other terms with more specific implications such as "elected" and "appointed" are frequently used to describe the method of selection. Therefore, for purposes of comparison, consideration will be given to the different terms employed by the parties.

Group B

In Group B, seven of eight districts with provisions for curriculum councils have established a method of selecting teachers for membership. The exception is Livonia which does not describe its method of selecting members in the agreement. Four of the seven districts describe teacher members as elected (Flint, Lansing, Pontiac, Warren), two systems appoint teachers (Grand Rapids, Utica), and one system selects teachers (Wayne Westland).

Only Pontiac includes a provision in its contract for the annual selection of members. No other district contract contains reference to the frequency of selection of council members.

Representative groups for teachers in six of the seven districts with provisions for councils refer specifically to the Education

Association; the exception is Pontiac which does not describe the representative group.

Administrative membership on curriculum councils is described as "selected" in all five of the contracts which contain such selection of administrators. Representative groups specify the School Board (Flint) and Superintendent (Grand Rapids, Lansing, Utica). Wayne Westland does not specify the school management level responsible for selecting administrators for council membership.

In Lansing, student members of the Council are appointed by the Junior Board of Education and parent members of the Council are designated by the Parent Teacher Association.

Group G

In Group G of the twelve systems with council provisions, eight specify a method of selection for teacher membership. Three districts provide for teacher appointment (Alma, Northwest, Oxford), and five provide for teacher selection (Greenville, Madison, Mason, Mt. Morris, Clawson). Four of the twelve districts do not specify how teachers will be chosen for membership (Allen Park, Dowagiac, South Lake, Tecumseh).

Of the eight systems specifying a method of selection to the council, all designate the Educational Association as the representative group for the teachers.

Of the twelve systems with council provision, seven specify a method of choosing administrative membership. Four districts describe administrators as appointed (Alma, Mason, Mt. Morris, Oxford), two describe administrators as selected (Greenville, Madison), and five do

not describe a method (South Lake, Tecumseh, Ellen Park, Clawson, Northwest). Clawson and Northwest contain language which specifies selection of teachers and not administrators. The Dowagiac contract describes administrative membership on the council as a job function; this system does not describe teacher selection.

Six of the twelve systems with council provisions describe the representative group of the administrative selection. Two describe the Board as the authority to select administrators (Alma, Madison), two describe the Superintendent (Mason, Oxford), and two use the term administration (Greenville, Mt. Morris).

No contracts in Group G specify frequency of membership selection to curriculum councils.

Group M

In Group M districts, four of the six systems with council provisions specify a method of selecting teacher members. Three districts describe the teachers as selected (North Huron, Pewamo-Westphalia, and Pittsford), and one district describes teachers as chosen (Johannesburg-Lewiston).

Each of the four districts containing method of selection procedures refers to the Education Association as the representative group for the teachers.

Of the six systems with council provisions, two districts contain language which describes the method of selection of administrators. In Pittsford, administrators are selected by the Board, and in Pewamo-Westphalia, administrators are appointed by the Board.

In Pittsford, student members are selected by the Student Council and building principals are expected to serve as ad hoc resource personnel as part of their job function.

No contracts in Group M contain language specifying the frequency of membership selection to curriculum councils.

Summary

There does not appear to be any school district in the sample which replicates the model. The only district which describes frequency of member selection to curriculum councils is Pontiac; however, that school district does not specify the method of selection for administrators, and describes teacher selection as elected but does not describe the representative group.

Whether teachers are appointed, elected, or selected by their representative groups, that group invariably is the Education Association or union, and not building faculties or other groups.

The differentiation among selected, appointed, and elected probably does not hold such significance when applied to administrative membership on councils as it does for teachers. Administrators in all groups are selected by the school board or superintendent. It is possible, and likely, that in many cases school boards delegate their contractual authority to select administrative members to the superintendent.

**Table 5. Method of Selection for Membership and
Frequency of Membership Selection to
Joint Instructional Councils**

Model Criterion: the council members shall be selected annually by their respective representative groups.

<u>Group B</u>	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Communi- ty</u>	<u>Other</u>	<u>Annual Selection</u>	<u>Other</u>
Flint	elected by VFT	appt. by Board	-	-	-	-	-
Grand Rapids	appt. by EA	appt. by Super.	-	-	-	-	-
Lansing	voted by EA	appt. by Super.	appt. by Jr. Bd. of Ed.	-	par- ents desig. by PTA	-	-
Livonia	-	-	-	-	-	-	-
Pontiac	elected	-	-	-	-	annual	-
Taylor	-	-	-	-	-	-	-
Utica	appt. by EA	appt. by Super.	-	-	-	-	-
Warren	selec. by EA (bldgs); 1 appt. by EA pres.	-	-	-	-	-	-
Wayne Westland	selec. by EA policy & pro- cedure	appt.	-	-	-	-	-

Group G

Allen Park	-	-	-	-	-	-	-
Alma	appt. by EA	appt. by Board	-	-	-	-	-
Avondale	-	-	-	-	-	-	-

	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Communi- ty</u>	<u>Other</u>	<u>Annual Selection</u>	<u>Other</u>
Cadillac	-	-	-	-	-	-	-
Chesaning	-	-	-	-	-	-	-
Clawson	1 tchr. volunt. by EA	-	-	-	-	-	-
Crestwood	(contract not available)						
Dowagiac	-	all bldg. princ.; asst. super.	-	-	all dept. and grade level chairs	-	job func- tion
Fruitport	-	-	-	-	-	-	-
Greenville	selec. by EA	selec. by ad- minis.	-	-	-	-	selec. by Bd.
Inkster	-	-	-	-	-	-	-
Lakeshore	-	-	-	-	-	-	-
Madison	selec. by EA	selec. by Bd.	-	-	-	-	-
Mason	1 elem., 1 j.h., 1 s.h., selec. by EA	3 appt. by super.	-	-	-	-	-
Mt. Morris	selec. by EA	3 appt. by ad- minis.	-	-	-	-	-
Northview	-	-	-	-	-	-	-
Northwest	appt. by EA	-	-	-	-	-	-
Oxford Area	appt. by EA	appt. by super.	-	-	-	-	-
Reeths Puffer	-	-	-	-	-	-	-

	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Communi- ty</u>	<u>Other</u>	<u>Annual Selection</u>	<u>Other</u>
South Lake	(data not given)						
St. Joseph	-	-	-	-	-	-	-
Tecumseh	(data not given)						
Westwood	-	-	-	-	-	-	-
<u>Group M</u>							
Au Gres Sims	-	-	-	-	-	-	-
Bark River Harris	-	-	-	-	-	-	-
Bear Lake	-	-	-	-	-	-	-
Camden Frontier	-	-	-	-	-	-	-
Central Lake	-	-	-	-	-	-	-
Dryden Consolidated	-	-	-	-	-	-	-
Forest Park	-	-	-	-	-	-	-
Galien Township	-	-	-	-	-	-	-
Inland Lakes	-	-	-	-	-	-	-
Johannes- burg- Lewiston	chosen by EA	-	-	-	-	-	-
Kingsley	-	-	-	-	-	-	-
Martin	-	-	-	-	-	-	-
Mesick Consolidated	-	-	-	-	-	-	-
North Central	-	-	-	-	-	-	-
North Huron	selec. by EA	-	-	-	-	-	-

	<u>Teachers</u>	<u>Adminis- trators</u>	<u>Students</u>	<u>Commu- nity</u>	<u>Other</u>	<u>Annual Selection</u>	<u>Other</u>
Norway Vulcan	-	-	-	-	-	-	-
Onokama Consolidated	-	-	-	-	-	-	-
Pewamo Westphalia	selec. by EA	appt. by Bd.	-	-	-	-	-
Pittsford Area	selec. by EA	selec. by Bd.	selec. by Std. Counc.	-	-	-	princ. ad hoc re- source
Pottersville	-	-	-	-	-	-	-

Table 6

Table 6, Leadership and Vote Rights of Joint Instructional Councils compares contract language with the model criterion: the Council shall have co-chairpersons, one a teacher and one an administrator who shall chair alternative meetings. Each member of the Council will have an equal vote.

In Group B, only Lansing and Pontiac have language which refers to leadership of the curriculum council. In Lansing, the contract specifies that an administrator and teacher will alternate as the chair of the council; in Pontiac, the contract specifies that the council will elect its chair and secretary, but does not state that the chair will alternate.

In Group B, there are no stated provisions for equal voting power among members.

In Group G, there are three references to the chair and vote rights: in Dowagiac, the Assistant Superintendent is made the permanent chair; in Northwest, the council membership elects the chair and

secretary; in Oxford, the Assistant Superintendent, an ex-officio council member, votes only in the event of a tie.

In Group G, there are no stated provisions for equal voting power among members.

In Group M, only Pittsford has language for leadership; the chair will be chosen at the first meeting to preside over council meetings. Sub-committees appointed by the council are to have co-chairs, as described in the contract.

In Group M, there are no stated provisions for equal voting power among members.

Summary

No school districts in Groups B, G, or M replicate the language proposed by the model. Only Lansing, of all systems having some form of language for leadership, authorizes a co-chair method. No school districts in the sample have contract language which describes or defines the voting power of the council membership.

Table 6. Leadership and Vote Rights of
Joint Instructional Councils

Model Criteria: the council shall have co-chairpersons, one a teacher and one an administrator, who shall chair alternative meetings. Each member of the council will have an equal vote.

<u>Group B</u>	<u>Co-chairpersons</u>	<u>Alternative Chair</u>	<u>Equal Vote</u>	<u>Other</u>
Flint	-	-	-	-
Grand Rapids	-	-	-	-
Lansing	-	administrator and teacher alternate	-	-
Livonia	-	-	-	-

	<u>Co-chairpersons</u>	<u>Alternative Chair</u>	<u>Equal Vote</u>	<u>Other</u>
Pontiac	-	-	-	elect. chair and sect.
Taylor	-	-	-	-
Utica	-	-	-	-
Warren	-	-	-	-
Wayne Westland	-	-	-	-
<u>Group G</u>				
Allen Park	-	-	-	-
Alma	-	-	-	-
Avondale	-	-	-	-
Cadillac	-	-	-	-
Chesaning	-	-	-	-
Clawson	-	-	-	-
Crestwood	(data not available)			
Dowagiac	-	-	-	asst. super. perm. chair
Fruitport	-	-	-	-
Greenville	-	-	-	-
Inkster	-	-	-	-
Lakeshore	-	-	-	-
Madison	-	-	-	-
Mason	-	-	-	-
Mt. Morris	-	-	-	-
Northview	-	-	-	-

	<u>Co-chairpersons</u>	<u>Alternative Chair</u>	<u>Equal Vote</u>	<u>Other</u>
Northwest	-	-	-	elect. chair
Oxford Area	-	-	asst. sup. votes in tie only	asst. ex- offic.
Reeths Puffer	-	-	-	-
South Lake	-	-	-	-
St. Joseph	-	-	-	-
Tecumseh	-	-	-	-
Westwood	-	-	-	-
<u>Group M</u>				
Au Gres Sims	-	-	-	-
Bark River Harris	-	-	-	-
Bear Lake	-	-	-	-
Camden Frontier	-	-	-	-
Central Lake	-	-	-	-
Dryden Community	-	-	-	-
Forest Park	-	-	-	-
Galien Township	-	-	-	-
Inland Lakes	-	-	-	-
Johannesburg- Lewiston	-	-	-	-
Kingsley Area	-	-	-	-
Martin	-	-	-	-
Mesick Consolidated	-	-	-	-
North Central Area	-	-	-	-
North Huron	-	-	-	-

	<u>Co-chairpersons</u>	<u>Alternative Chair</u>	<u>Equal Vote</u>	<u>Other</u>
Norway Vulcan Area	-	-	-	-
Onkama Consolidated	-	-	-	-
Pewamo Westphalia	-	-	-	-
Pittsford Area	(subcommittees have co-chairs; chairs chosen at first meeting to preside over council meetings)			
Pottersville	-	-	-	-

Table 7

Table 7, Meeting Schedules for Joint Instructional Councils, compares contract language with the model criterion: the Council shall meet on a regularly scheduled basis. The researcher has interpreted "regularly scheduled" to mean a meeting time at predetermined intervals.

In Group B, six of the eight contracts which contain provisions for councils have language for a meeting schedule. Five of the eight contracts specify that the council will meet on a regular basis (Flint, Lansing, Pontiac, Utica, Wayne).

Four of the five districts specifying regular meetings call for monthly meetings (Flint, Lansing, Pontiac, Wayne), and one district (Utica) requires nine and one-half days per school year, September through June.

Grand Rapids provides that meetings will be scheduled "as needed." No meeting schedule is contained in the contracts from Livonia and Warren.

The Lansing provision is most specific, calling for monthly meetings scheduled on the second Wednesday at 1:00 pm; in addition, the Lansing council may meet "as needed."

The Utica council, in addition to meeting throughout the school year, may schedule meetings from June to August on a "need basis."

In Group G, six of the twelve contracts which contain provisions for councils have language for a meeting schedule. Four of the six with language for a meeting schedule specify a regular meeting basis (Madison, Mt. Morris, Northwest, Tecumseh). Each of these districts calls for meetings to be held at least once each month.

Two districts specify that the council may call meetings "as needed" (Greenville, Mason).

Six districts have contracts which do not specify any meeting schedule (Allen Park, Alma, Clawson, Dowagiac, Oxford, South Lake).

In Group M, three of the six contracts which contain provisions for councils have language for a meeting schedule. Two of the three contracts specify a regular meeting basis (Johannesburg-Lewiston and Pittsford). In Johannesburg-Lewiston, the council may meet "two and one-half days per month during the first semester of the school year," and in Pittsford the council may meet according to a "regular scheduled basis as determined by the council at its first meeting." Pewamo-Westphalia calls for meeting schedule to be established at the first meeting to be held prior to October 31 of the school year; the contract does not specify, however, that the meetings must be scheduled throughout the year on a regular basis.

Three contracts make no mention of a meeting schedule (North Huron, Norway Vulcan, Potterville).

Summary

School districts in Group B most often replicate the model. Five of eight districts provide for regular meetings, compared with four of twelve in Group G and two of six in Group M. Regularly scheduled most often translates as monthly intervals. Four of the five Group B districts meet on a monthly basis; four of six in Group G meet monthly. Some districts retain flexibility over meeting schedules and meet as needed.

Table 7. Meeting Schedules for
Joint Instructional Councils

Model Criterion: the Council shall meet on a regularly scheduled basis.

<u>Group B</u>	<u>Meeting Schedule</u>
Flint	Monthly (at least once each month)
Grand Rapids	As needed (determined by Council)
Lansing	Monthly; second Wednesday, 1:00 pm and as needed
Livonia	Not given
Pontiac	Monthly
Taylor	No council
Utica	Meet nine and one-half days per school year, September through June; schedule meetings June through August, on a need basis
Warren	Not given
Wayne Westland	Meet at least monthly during the school year

Group G

Allen Park	Not given
Alma	Not given
Avondale	No council

Cadillac	No council
Chesaning	No council
Clawson	Not given
Crestwood	Data not available
Dowagiac	Not given
Fruitport	No council
Greenville	As needed
Inkster	No council
Lakeshore	No council
Madison	Regular, fixed meetings, not less than monthly
Mason	As needed
Mt. Morris	At least once each month
Northview	No council
Northwest	Afternoons, no more than once monthly
Oxford Area	Not given
Reeths Puffer	No council
South Lake	Not given
St. Joseph	No council
Tecumseh	At least once a month during the school year
Westwood	No council

Group M

Au Gres Sims	No council
Bark River Harris	No council
Bear Lake	No council
Camden Frontier	No council
Central Lake	No council

Dryden Community	No council
Forest Park	No council
Galien Township	No council
Inland Lakes	No council
Johannesburg- Lewiston	Two and one-half days per month during first semester of school year
Kingsley	No council
Martin	No council
Mesick Consolidated	No council
North Central	No council
North Huron	Not given
Norway Vulcan	Not given
Onkama Consolidated	No council
Pewamo Westphalia	First meeting called by EA at a mutually accepted date prior to October 31 of school year
Pittsford Area	Regularly scheduled basis as determined by Council at first meeting
Pottersville	Not given

Table 8

Table 8, Support Provisions for Joint Instructional Councils, compares contract language for curriculum committees with the model criterion: teachers serving on the Council shall be given released time with classroom substitutes provided.

In order to structure this comparison, the researcher considered the criteria to have two components: released time and classroom substitutes. While it may be that released time during the school day implies the need for substitutes, unless the contract specifically

stated both parts of the provision as worded in the model, the contract was not judged to replicate the model.

In Group B, four of the eight contracts which contain provisions for instructional councils contain language for support provisions. Each of the four districts allows released time (Flint, Grand Rapids, Warren, Wayne Westland). The Warren contract contains language somewhat different from the other three: "released time may be permitted by the Associate Superintendent for Instruction to complete committee business." There is no reference to substitute teachers in any of these four contracts.

Other support provisions besides those mentioned in the model appear in the contract language. For example, clerical support (Flint), expenses (Grand Rapids), conference funds (Lansing), budget (Warren), and remuneration (Warren) are mentioned in contract language for councils.

In Group G, two of the twelve systems with council provisions contain language for support provisions. Both districts allow released time for teacher participants (Mt. Morris, Northwest). In addition, Northwest, the only district in the sample which replicates the model, states that substitutes will be provided once monthly for teachers to attend curriculum council meetings.

Additional support is given to the Mt. Morris committee which receives clerical help from the Board.

In Group M, two of the six systems with council provisions contain language for support provisions. Both districts allow released time for teacher members (Johannesburg-Lewiston, North Huron). Neither contract mentions supplying substitute teachers. In North Huron,

teachers who participate in curriculum council meetings and activities during vacations and/or during the summer will receive compensation.

Summary

In every case, if a school district provides contractual support for the curriculum council, it provides released time for teacher members. Only one district, Northwest in Group G, has language which assures released time and substitute teachers. Support provisions not included in the model but which appear in the contracts include clerical, budget, expenses, conference funds, and remuneration.

Table 8. Support Provisions for
Joint Instructional Councils

Model Criterion: teachers serving on the Council shall be given released time with classroom substitutes provided.

<u>Group B</u>	<u>Released Time</u>	<u>Substitutes</u>	<u>Clerical</u>	<u>Budget</u>	<u>Other</u>
Flint	-	-	by Board	-	-
Grand Rapids	-	-	-	-	neces. expens.
Lansing	no mention	-	-	-	conf. funds
Livonia	no mention	-	-	-	-
Pontiac	no mention	-	-	-	-
Taylor	(no council)	-	-	-	-
Utica	no mention	-	-	-	-
Warren	may be permitted by assoc.; super. for inst. to complete Comm. business	-	-	\$20,000/ sch. yr. includ. \$5,000 in-serv.	pay at wrkshp. rate; allocate funds

Wayne Westland	tchrs. shall be released from their reg. tching. respon. to attend mtngs.	-	-	-	-
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Group G

Allen Park	(not given)	-	-	-	-
Alma	(not given)	-	-	-	-
Avondale	-	-	-	-	-
Cadillac	-	-	-	-	-
Chesaning	-	-	-	-	-
Clawson	(not given)	-	-	-	-
Crestwood	-	-	-	-	-
Dowagiac	(not given)	-	-	-	-
Fruitport	-	-	-	-	-
Greenville	(not given)	-	-	-	-
Inkster	-	-	-	-	-
Lakeshore	-	-	-	-	-
Madison	(not given)	-	-	-	-
Mason	(not given)	-	-	-	-
Mt. Morris	yes	-	-	-	-
Northview	-	-	-	-	-
Northwest	yes	once monthly	-	-	-
Oxford Area	(not given)	-	-	-	-
Reeths Puffer	-	-	-	-	-
South Lake	(not given)	-	-	-	-
St. Joseph	-	-	-	-	-
Tecumseh	(not given)	-	-	-	-

Westwood	-	-	-	-	-
<u>Group M</u>					
Au Gres Sims	-	-	-	-	-
Bark River Harris	-	-	-	-	-
Bear Lake	-	-	-	-	-
Camden Frontier	-	-	-	-	-
Central Lake	-	-	-	-	-
Dryden Community	-	-	-	-	-
Forest Park	-	-	-	-	-
Galien Township	-	-	-	-	-
Inland Lakes	-	-	-	-	-
Johannesburg-Lewiston	yes	-	-	-	-
Kingsley Area	-	-	-	-	-
Martin	-	-	-	-	-
Mesick Consolidated	-	-	-	-	-
North Central Area	-	-	-	-	-
North Huron	yes may meet dur. sch. hours	-	-	-	compen. for sum. vacat.
Norway Vulcan	(not given)	-	-	-	-
Onekama Consolidated	-	-	-	-	-
Pewamo Westphalia	(not given)	-	-	-	-
Pittsford	(not given)	-	-	-	-
Potterville	(not given)	-	-	-	-

Table 9

Table 9, Authority in Joint Instructional Councils, compares contract language for curriculum councils with the model criterion: changes in existing instructional programs and proposed new instructional programs must be reviewed and affirmatively recommended by the Council prior to Board consideration, adoption, or implementation. The language in the model advocates that the curriculum council be an advisory body to the Board of Education.

The model, in effect, proposes that the Council has authority in policy-making procedures by "reviewing and affirmatively recommending" modifications in programs prior to the Board's review.

In Group B, seven of the eight contracts with provisions for curriculum committees have language related to the authority of the council. Each of the seven provisions make the council's authority advisory to the Board (Flint, Grand Rapids, Lansing, Livonia, Utica, Warren, Wayne Westland). Pontiac does not describe the council authority. In Flint, council recommendations must reach the Board by May 30 of the school year. In Warren, the Associate Superintendent for Instruction "shall forward considerations back to the Steering Committee in a timely manner before making his recommendation to the School Board."

In Group G, nine of the twelve contracts with provisions for curriculum committees have language describing the council's authority (Alma, Clawson, Dowagiac, Greenville, Madison, Mt. Morris, Oxford, South Lake, Northwest). In each case, the curriculum council acts in an advisory capacity to the Board or Superintendent.

In Group M, four of the six contracts with provisions for curriculum councils have language describing the advisory capacity of the

committee (North Huron, Norway Vulcan, Pewamo-Westphalia, Pittsford).

Summary

In all cases where language describing the authority of the council is included in the provisions for curriculum, the council is granted advisory authority to make recommendations to the Board or Superintendent. In one instance (Flint), the Board is required to respond to the Council's recommendation: "Board must acknowledge and respond upon receipt of report."

In Group G, the Mt. Morris and Oxford Councils submit advisory reports to the Superintendent who may make revisions and further recommendations before submitting the report to the Board.

Contract language indicates that several councils have authority to delegate responsibility by creating subcommittees. In Group B, three districts (Flint, Grand Rapids, Lansing) permit such authority; in Group G, Oxford may engage in this activity.

Table 9. Authority in
Joint Instructional Councils

<u>Group B</u>	<u>Final Authority</u>	<u>Advisory</u>	<u>Board Response</u>	<u>Other</u>
Flint	-	rec. to Bd. by May 30	Bd. must acknowl./ respond upon re- ceipt of report	appt. subcom.
Grand Rapids	-	-	-	appt. subcom.; may con- sult commu- nity,

				studs., subj. special- ists
Lansing	-	-	-	appt. subcom. (steering com.), formal vote
Livonia	-	-	-	-
Pontiac	-	-	-	-
Taylor	(no joint instructional council provision)			
Utica	-	-	-	-
Warren	-	-	assoc. super. for inst. shall forward consider- ations to steering comm. in a timely manner; assoc. super. makes rec- ommenda- tions to Board	estab. tchr. curr. study groups: 2 admin., 5 tchrs. ratio
Wayne Westland	-	to supt. who shall present council's recomm. + his own to Bd.	-	-
<u>Group G</u>				
Allen Park	-	not given	-	-
Alma	-	not given	-	-

Avondale	-	-	-	-
Cadillac	-	-	-	-
Chesaning	-	-	-	-
Clawson	-	recom. to Bd.	-	-
Crestwood	-	-	-	-
Dowagiac	-	Bd. re- tains rights to make all fi- nal de- cisions	-	-
Fruitport	-	-	-	-
Greenville	-	recom. to Bd.	-	-
Inkster	-	-	-	-
Lakeshore	-	-	-	-
Madison	-	advis.	-	-
Mason	-	not given	-	-
Mt. Morris	-	advis.; recom. to super.	-	-
Northview	-	-	-	-
Northwest	-	-	-	-
Oxford Area	-	recom. to super.	-	appts. sub. com.
Reeths Puffer	-	-	-	-
South Lake	-	reports to Bd.	-	-
St. Joseph	-	-	-	-
Tecumseh	-	-	-	-
Westwood	-	-	-	-

Group M

Au Gres Sims	-	-	-	-
Bark River Harris	-	-	-	-
Bear Lake	-	-	-	-
Camden Frontier	-	-	-	-
Central Lake	-	-	-	-
Dryden Community	-	-	-	-
Forest Park	-	-	-	-
Galien Township	-	-	-	-
Inland Lakes	-	-	-	-
Johannesburg-Lewiston	-	not given	-	-
Kingsley Area	-	-	-	-
Martin	-	-	-	-
Mesick Consolidated	-	-	-	-
North Central Area	-	-	-	-
North Huron	-	advis., consultative, fact-finding capacity	-	-
Norway Vulcan Area	-	recom.	-	-
Onekama Consolidated	-	-	-	-
Pewamo Westphalia	-	advis. only	-	-
Pittsford Area	-	recommends	-	-
Pottersville	-	not given	-	-

Table 10

Table 10, Contractual Language which Strengthens and/or Restricts Joint Instructional Councils, describes contractual provisions apart from articles specifically addressed to the organization and function of joint instructional councils but which lend support to or limit such councils.

Contract language relating to curriculum councils may be housed in articles and sections of a master agreement other than those which deal exclusively with curriculum matters. For example, in Flint articles which pertain to the Professional Study Committee created by contract include Board Rights and Responsibilities, Academic Freedom, Teaching Conditions, and Teaching Goals. In school districts without contractual provisions for curriculum councils, related language contained in the contract may describe decision-making processes, school board intent to control curriculum, or building committees granted authority to initiate policies and procedures designed to improve the curriculum.

In Group B, eight of the nine districts which comprise this group contain language which strengthens or limits existing curriculum councils. The exception is Livonia. Taylor school district, affiliated with the MFT, does not contain a contractual provision for a joint instructional council, but does have language which describes meetings between the administration and teaching staff.

In Group B contracts, provisions which are related to curriculum appear in the following contract articles:

1. Board Rights: Flint, Grand Rapids, Lansing, Pontiac,
Taylor, Utica
2. Academic Freedom: Flint, Grand Rapids

3. Teaching/Working Conditions: Flint, Grand Rapids, Lansing, Pontiac, Taylor, Utica
4. Innovative and Experimental Programs: Lansing, Pontiac
5. Other
 - a. Teaching Goals: Flint
 - b. Schedule: Warren
 - c. Building Committee: Warren
 - d. Association Rights: Wayne
 - e. Staff Advisory Committee: Wayne

When curriculum is a topic in a Board Rights provision, it is either (1) made the province of the Board to control curriculum (Flint, Lansing, Utica), or (2) made the subject of shared decision-making authorized by the Board (Grand Rapids, Pontiac, Taylor).

Contracts which discuss academic freedom in relation to curriculum emphasize the teacher's right to select subjects and methods within an accepted and adopted curriculum (Flint, Grand Rapids). The Teaching/Working Conditions article may specify the requirement of adequate supplies and texts (Flint, Lansing, Pontiac, Taylor), provide for department heads (Grand Rapids), or establish a definition of working condition in the event of school reorganization (Utica).

Articles which encourage teacher participation in curricular decisions, either on a building level or at the district level, include Teaching Goals (Flint), Innovative and Experimental Programs (Lansing, Pontiac), Board Rights (Taylor, Utica), and Building Policy Committee (Warren).

Pay for participation at curriculum meetings is described under Teaching Conditions (Pontiac) and Schedule D (Warren).

Table 10. Contractual Provisions which Strengthen and/or Restrict
Language for Joint Instructional Councils

GROUP B

Flint	Board Rights and Responsibilities	To establish grade levels and courses of instruction, including special programs; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and use of teaching aids; to carry on an evaluation of program and to evaluate the effectiveness of individual teacher performance.
	Academic Freedom	Teachers recognize that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study. Therefore, teachers will exercise responsibly their academic freedom within the scope of the courses of study to which they are assigned, giving due consideration to the maturity levels of their students.
	Teaching Conditions	The Board declares its intentions to provide adequate supplies, textbooks, and materials. No curriculum change shall be implemented in a given program until sufficient textbooks to initiate the program are available or expected to be available by the fourth Friday of each semester. The Board will use its best efforts to coordinate curriculum changes with the ordering of supplies and materials.
	Teaching Goals	The Board and the UFT further agree to encourage the teaching and administrative staff in each school or unit, at the beginning of the school year, to review major needs, identify problems, and establish action priorities for the school year. A prepared statement of the proposed areas of concentration (i.e., the school plan) will, upon completion, be made available to all staff members, appropriate director, and to the Superintendent of Community Education.

Grand Rapids	Board Rights and Responsibilities	The Board and Administrative Staff will not initially implement instructional policies without seeking the recommendation of the Instructional Council prior to implementation.
	Teaching Conditions: Departmental Chairpersons	Supervisory functions of departmental chairpersons: (1) provide leadership in departmental curriculum studies and experimentation, (2) interpret the curriculum to building staff and school community, (3) acquaint the building staff with current materials and methods.
	Academic Freedom	Academic freedom for teacher and students is encouraged, except that the teacher must be acting within accepted and/or adopted curriculum and courses of study.
Lansing	Board Rights and Responsibilities	Determine the over-all goals and objectives as well as the policies affecting the educational programs.
	Innovative and Experimental Programs	Proposals for innovative programs to existing curricular areas may be initiated by teachers and principals on a building basis.
	Teaching Conditions	There shall be a functioning, professionally staffed library in each school to supplement and complement the required curriculum.
Livonia	-----	-----
Pontiac	Board Rights and Responsibilities	The Board grants limited academic freedom: learning according to the established curriculum, specific course content, maturity level of students, and needs and abilities of students. Within this framework, teacher judgment shall determine classroom presentation, discussion, and utilization of instructional materials. Prior to presentation, teachers should consult with their immediate supervisors on items they feel might be considered controversial.
	Innovative and Experimental Programs	Teachers may engage in innovative and experimental practice provided that they receive approval from the principal for instituting changes in instructional organization or teaching practices that

		deviate from existing procedures already in practice in the individual building.
Pontiac	Teaching Conditions	<p>The Board shall continue to seek and use textbooks and supplementary reading materials which contain the contribution of all groups to the development of society. The teachers involved in the process of selection should represent the groups considered.</p> <p>The daily rate for teachers in the program of curriculum development shall be \$75.00.</p>
Taylor	Board Rights	<p>The Superintendent of Schools shall meet at least once a month with representatives of the Union at the request of either party to discuss matters of educational policy and development.</p> <p>The principal of a school shall meet at least once a month with the Union Building Committee at the request of either party to discuss school operations and questions relating to the implementation of this agreement. The Union Building Committee shall consist of not more than five teachers. Proposed changes in existing policies and procedures for that school shall be subjects for discussion at such meetings.</p>
	Teaching Conditions	All returning classroom teachers will provide the building principal with book and instructional supply orders by April 1. The principal will review orders.
Utica	Board Rights	The Board of Education agrees that individual teachers shall be free to present the several sides of controversial issues. All matters, materials, and methods of presentation shall be within Board of Education policy and the articles of this agreement.
	Working Conditions	The Association and the Board recognize the need for improved educational programs. In the event of new courses, programs, or organizational structure of an experimental nature, working conditions as defined in the contract may be affected.

Warren	Schedule D:	Hourly remuneration for curriculum workshops: \$6.00.
	Curriculum and Materials (B)	The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the school reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections, and use of such educational tools.
	Section D	The School Board, through its administration, will sincerely foster the dedication expected of the teachers by planning constructively to provide the best possible teacher facilities attainable within the limits of prudent expenditures, and to assist teachers in the advancement of their skills and techniques by providing meaningful and useful seminars and programs. The Board will continually review and analyze the needs of the School District so that all committees, programs, and projects will relate directly to a quality educational program wither by reason of seeking improvement in teaching methods, tools, techniques, and/or professional standards of excellence or by reason of seeking improved efficiency, economy of operation, and/or consideration of ways and means to satisfy the mandatory need for student improvement, greater student achievement and high level employee morale.
	Building Policy Committee	Principals will establish an on-going committee for the joint development of solutions to building problems not covered by the Master Contract. The Board agrees that teacher involvement will be meaningful.
Wayne Westland	Association and Teacher Rights	Within a reasonable time prior to Board consideration and adoption and/or general publication of major new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy, the Board shall inform the Association in writing of such proposals and solicit the Association's opinion.

Administration shall forward a copy of the Association's opinion to the Board prior to the meeting on the matter. When Board established committees, commissions, task forces, and other groups formed to study such major changes are to include teacher members, such teacher members will be appointed by the WWEA.

Staff Advisory
Committee

A staff advisory committee shall be established in each school building to assist in formulation and implementation of educational policies and practices within the respective building. Membership of such committees in secondary schools shall be comprised of the building principal, department heads, and a WWEA Building Representative. Membership of such committees in elementary schools shall be comprised of the building principal, a teacher elected from each grade level unit, and a WWEA Building Representative. Meetings may be called by the building principal who will chair the staff advisory committee or by a majority of the members of the committee. The building principal shall be present at all staff advisory committees and shall have the final responsibility for establishing building policy.

In Group G, twenty-one of the twenty-three districts in the sample contain language describing curriculum apart from articles which delineate joint instructional councils. One district, Alma, had no contract language which supplemented the separate article for the coordinating council. The Crestwood contract was unavailable.

In Group G contracts, provisions which are related to curriculum appear in the following contract articles:

1. Board Rights: Avondale, Dowagiac, Fruitport, Greenville, Madison, Northview, Reeths Puffer, St. Joseph, Tecumseh.
2. Academic Freedom: Mason
3. Teaching/Working Conditions: Allen Park, Avondale, Clawson, Dowagiac, Greenville, Lakeshore, Mt. Morris, Northwest, South Lake, St. Joseph, Tecumseh, Westwood
4. Teacher/Union Rights: Allen Park, Fruitport, Madison, Mt. Morris, Reeths Puffer, South Lake
5. Teaching Hours: Chesaning, Clawson
6. Professional Compensation: Allen Park, South Lake
7. Other
 - a. Reduction in Personnel: Cadillac, Westwood
 - b. Review Committee: Chesaning
 - c. Curriculum Meetings: Clawson
 - d. Fair Practices: Inkster
 - e. Human Rights: Inkster
 - f. Textbook and Course Reform: Inkster
 - g. Joint Civil Rights Committee: Inkster
 - h. Appendix B: Inkster
 - i. Miscellaneous: Lakeshore, Mt. Morris
 - j. Department Chairperson: Madison, Mt. Morris, Oxford
 - k. Informal Conferences: St. Joseph

When curriculum is treated as a topic in a Board Rights provision, the Board typically reserves final authority (Avondale, Dowagiac, Fruitport, Greenville, Madison, Northview, Tecumseh). In a few districts, the Board Rights article contains a commitment to confer with teachers for recommendations on policy or procedures for the educational program (Madison, Northwest, Reeths Puffer, St. Joseph).

Articles designated as Teaching Conditions describe the necessity of adequate supplies and materials (Avondale, Clawson, Mt. Morris, South Lake).

Teacher Rights clauses provide for consultation between the school administration and the teaching staff and/or union in regard to proposed changes in educational policy (Allen Park, Chesaning, Fruitport, Madison, Mt. Morris, Reeths Puffer).

Inkster, the only school district in Group G which is an MFT affiliate, and a district without a contractual joint instructional council provision, delineates procedural and substantive curriculum components in the master agreement.

Two districts (Allen Park, South Lake) contain specific language for remuneration for teacher service on curriculum committees; in addition, teachers in the Inkster district receive compensation for such service.

In two districts (Cadillac, Westwood) contract language has been written to cover the possibility of a reduction in staff and the impact such a factor may have on curriculum. In both cases, management retains the right to make final curriculum decisions in the light of changing economic conditions.

Separate articles for Departmental Chairpersons (Madison, Mt. Morris, Oxford) describe the role and function of this position in terms of curriculum development. In each case the chairperson is described as a liaison or coordinator between teachers at the secondary level and the administration.

GROUP G

Allen Park	Union and Teacher Rights	The Union shall be consulted by the Superintendent on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration; and the Union shall be given the opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication. The Superintendent shall not submit any proposal to the Board for additional operational or building millage without prior consultation with the Union.
	Teaching Conditions	Experimental programs, including use of multi-texts and other innovative instructional techniques shall be initiated and implemented at the request of a majority of the teachers concerned in any given building.
	Professional Compensation	All joint teacher-administrator committees shall meet on school time or be voluntary or be compensated for at the substitute teacher rate.
Alma	-----	-----
Avondale	Management Rights	The Board will continue to seek input from appropriate professional staff in curriculum matters, when exercising its rights and decision making processes. However, it is expressly understood by the Board and Association that all final decisions shall be the exclusive right of the Board.
		The Board has the right to establish grades and courses of instruction, including special programs, to decide upon the means of supplying and to approve the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
	Teaching Conditions	The Board will supply texts and materials. The Association agrees that teachers should employ the materials and equipment in the instructional program.

Cadillac	Teaching Hours	Principals and other members of the administrative staff shall be free to schedule reasonable activities such as curriculum meetings following the dismissal of students.
	Reduction in Personnel	It is specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
Chesaning	Teacher Rights	The Board agrees to notify the Association of all regular and special meetings of the Board by sending copies of the agenda to the Secretary and the President of the Association. In the event the Association wishes to confer with or discuss any item(s) on the agenda prior to the announced meeting, the Board or its designated representatives shall meet with the designated representative(s) of the Association at a mutually agreeable time for this purpose.
	Teaching Hours and Loads	An Association Representative in each building may present problems to the principal of that building for inclusion on the agenda for the first or second subsequent building faculty meeting.
	Review Committee	A review committee shall be established. It will be made up of six members of the Association as selected by the Association. They will meet once a month during the school year with the representative of the Board and the superintendent or his representative; they will meet to discuss any problems not the subject of a grievance at the time.
Clawson	Teaching Conditions	The Board will supply materials. The parties shall continue to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups.
		The parties will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will endeavor to implement all joint decisions made by its representatives and the Association.

	Teaching Hours	The Association recognizes that from time to time it is necessary to conduct meetings in the area of curriculum and faculty responsibilities. Accordingly, there shall be no more than two faculty meetings per month, of up to one hour duration, and/or one curriculum meeting per month of up to one hour duration.
	Curriculum	Curriculum meetings which involve two or more buildings shall start no later than twenty minutes after the regularly scheduled student dismissal time; senior high/junior high combination curriculum meetings shall start no later than ten minutes after the regularly scheduled student dismissal time.
Crestwood	(no contract available)	
Dowagiac	Teaching Conditions	Departmental chairpersons shall recommend well-planned, innovative programs to the school administration; recommend goals and materials for improving instruction; be a member of the system-wide curriculum study committee.
	Board Rights	The Board retains the right to make all final decisions relating to curriculum.
Fruitport	Teacher Rights	The Association is offered the opportunity to participate in curriculum study and changes regarding the education of children.
	Management Rights	To establish grade levels and courses of instruction, including special programs; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
Greenville	Board Rights	To establish educational policy.
	Teaching Conditions	The teaching staff will serve on curriculum committees and meet with the administration for the purpose of recommending improvements in curriculum and materials, provided, however, that if such curriculum

		committees fail to function or to recommend improvements, the Board shall have authority to proceed with the changes it considers necessary and to implement them.
Inkster	Fair Practices	<p>Teacher representation on any system-wide committee, agency, commission or other such body established by the Board shall be nominated by the Federation and shall be fully compensated when working on curriculum or related programs.</p> <p>The Superintendent of Schools and principals of each school or their representatives shall meet with representatives of the Federation at the request of the Federation at reasonable times with advanced notice on matters of educational policy and development and on matters relating to the implementation of this agreement.</p>
	Promotion of Human Rights and Effective Integration	The Federation and the Board mutually recognize that the most significant social movement occurring in America today is the civil rights revolution. Furthermore, the Federation and the Board firmly believe that the educational leadership in this nation must become actively involved in eliminating all vestiges of racial segregation in the schools and the community. The parties to this agreement are in accord that in our interracial world, effective education must be integrated education. Recognizing that racial integration and desegregation are vitally necessary in producing good education, the Federation and the Board shall cooperate in implementing a civil rights program.
	Textbook and Course Study Reform	<p>The Board shall provide textbooks and show other curriculum material to each student in all American history classes which cover in depth the contribution of Blacks and other minority groups in each unit taught in such classes at the earliest possible time.</p> <p>The Board shall provide supplemental reading materials dealing with Black and other minority group contributions; i.e., Jewish, Chinese, Indian, American, at the earliest possible time.</p>

		Units shall be offered at all grade levels in Black, Latin American, African, and Asian history. These units shall be incorporated into the curriculum at the earliest possible time.
	Joint Civil Rights School Committee	A joint civil rights committee consisting of representatives of the bargaining unit selected by the Federation and the Administration shall be established to implement the civil rights provisions of this agreement and to develop new programs dealing with civil rights issues in education.
	Appendix B	The Board of Education, the Administration, and the Federation shall work together toward general curriculum improvement throughout the system in the interest of providing a quality education to all students without regard to race, creed, color, or social economic background.
Lakeshore	Teaching Conditions	Teachers shall attend curriculum and staff meetings by buildings or on a system-wide basis, unless excused by the principal specifically for medical, dental, professional or legal appointments. Such meetings may extend beyond the normal school day, it being the intent of the administration to utilize such time for meetings to the best possible professional advantage.
	Miscellaneous	A committee consisting of the Lakeshore Superintendent or Assistant Superintendent plus any three administrators of his choosing, the LEA President, Vice President, Ethics Committee Chairperson, and the Chairperson of the LEA Negotiating Team shall be established to investigate and discuss matters of concern pertaining to the smooth operation of the Lakeshore School System. Items for discussion shall be limited to those affecting the entire school system. Findings, recommendations and/or conclusions may be reported to the LEA and the Lakeshore Board of Education.
Madison	Association Rights and	The Association will be advised by the Board of Education in response to reasonable requests of any new or modified fiscal,

	Responsibilities	budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed. The Association shall be given, whenever possible, reasonable opportunity to consult with the Board with respect to said matters prior to their final adoption and/or general publication.
	Board Rights	<p>To establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; to decide upon the basic means and reasonable methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.</p> <p>The parties will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake promptly to implement all joint decisions thereon made by its representative and the Association.</p>
	Department Chairperson	The department chairperson shall serve as liaison between the teachers of the department and the school administration in coordination of the 7-12 program.
Mason	Academic Freedom	All teachers of a given subject or a given grade level shall be required to follow the curriculum guide or text for that subject or grade level unless granted specific permission by the Administration to do otherwise.
Mt. Morris	Association and Teacher Rights	The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background and such other information as will

	assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
Teaching Conditions	<p>Efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States.</p> <p>Whenever changes are made in a course of study, the Board will adopt such change when all the teaching materials required to implement such change are available. No curriculum shall be implemented in a given program until sufficient textbooks and basic needs have been placed on order from the supplier in ample time for use of same and are in the school ready for use.</p> <p>Reasonable supplementary aids should be supplied to aid the transfer of through and transition of work from the old to the new text or course of study, and all teachers involved shall be required to participate in an in-service training program before implementing new materials.</p>
Department Heads for Secondary	The department head shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and administration.
Miscellaneous	Both the administration and the Mt. Morris Education Association are working to ward North Central accreditation. A study committee comprised of two representatives each from the MMEA and the administration shall be formed to recommend directly to the Superintendent necessary progress criteria for the attainment of North Central accreditation. The goal of the committee is to recommend action that will attain accreditation and to continually maintain the status of this accreditation throughout the system.

Northview	Board Rights	To establish grades and courses of instruction, including special programs; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
Northwest	Board Rights	To establish grades and courses of instruction, including special programs, the Board always being cognizant of the opinions and recommendations of the professional staff.
		To decide upon the means and methods of instruction and the use of teaching aids of every kind and nature.
	Working Conditions	Building principals shall meet with the NWEA Building Representative and/or a committee designated by him from time to time prior to the major purchases of educational materials, for the purpose of improving the selection and use of the same. Careful consideration will be given by said principals to the opinions of the representatives of the Association in the placing of orders or expenditure of funds for supplies.
		A committee of teachers consisting of one from each building selected by the NWEA Building Representative and meeting in January will be authorized to purchase professional materials for establishing teachers' libraries in each of the schools.
Oxford Area	Department Chairpersons	The department chairperson shall serve as an instructional liaison between teachers of the department and the school administration. The department chairperson shall work with the joint curriculum committee, develop a well-planned curriculum, develop a budget, develop clear and comprehensive department goals, and make provisions for the continued growth of the curriculum.
Reeths Puffer	Teacher Rights	The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, construction programs or major revisions of educational policy, which are proposed or under

consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

Board Rights

To establish courses of instruction.

South Lake

Teacher Rights

The Board shall enter into no contract which will result in instruction's being provided, supervised, or otherwise influenced by any organization without formal consultation with the Association.

Professional
Compensation

Recognizing the importance of the professional development of teachers as individuals and as a faculty, and jointly aware of the continuing need for renewing and expanding the curriculum of the schools, the Board and the Association agree that professional development and curriculum development programs may be offered to teachers on a voluntary stipend basis outside of regular contract times.

Teaching

The parties will confer from time to time for the purpose of improving the selection and use of educational materials and equipment, such as appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires.

St. Joseph

Board Rights

While the Board, operating on its own behalf and through its administrative staff, shall be limited in the use of its judgment and discretion in exercising the board's rights and responsibilities only by the specific terms of this agreement and all applicable laws, the Board and its administrative staff will make a good faith effort to foster reasonable channels of communication between themselves and the teaching staff, so as to draw upon the experience and knowledge available within the staff, especially on matters relating to curriculum, general educational goals, and intra-school system instructional policies to assist the Board and its administrative staff in exercising their mutual responsibilities.

Teaching
Conditions

The Building Principal of each building shall designate one (1) day of the week which may be used for meetings to consider problems relating to the instructional program no later than the first full week of school. These meetings shall last no more than one (1) hour after student dismissal. Attendance at no more than one (1) meeting per week may be required by any teacher.

Informal
Conferences

The Superintendent and such other Board representatives as the Board or the Superintendent may designate will meet informally, upon request of either party to the other in writing, on such days and at such times as may be mutually agreed upon with Representatives of the Association for the purpose of discussing problems of mutual concern.

These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association to gain insights and better understanding between the parties and to promote closer cooperation in all relationships concerning this agreement.

Tecumseh

Board Rights

To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board, and in agreement with all other provisions of this contract.

To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

Teaching
Conditions

Communications for staff transfers and curricular change shall require a dialogue with the teachers, department chairpersons, principals and other directly affected personnel. The decision making process shall reflect accountability.

The parties will confer annually for the purpose of improving the selection and use of educational tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the Association.

Westwood

Reduction
in Staff

In the event of a reduction in the number of staff, the following procedure shall be used: (1) the Administration shall establish its curriculum and staffing requirements...

Teaching
Conditions

The staff will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake promptly (budget permitting) to implement all joint decisions thereon made by its representative, administration, and staff.

In Group M, nineteen of twenty school districts in the sample contain language describing curriculum apart from articles which define joint instructional councils. One district (Galien Township) had no contract language which described curriculum or policy-making.

In Group M contracts provisions which are related to curriculum appear in the following contract articles:

1. Board Rights: Au Gres Sims, Bear Lake, Camden-Frontier, Forest Park, Inland Lakes, Johannesburg-Lewiston, Kingsley, Mesick, North Central, North Huron, Norway Vulcan, Pittsford, Potterville
2. Academic Freedom: Bark River, Dryden, Pewamo-Westphalia
3. Teaching/Working Conditions: Camden-Frontier, Central Lake, Forest Park, Johannesburg-Lewiston, Kingsley, North Central, Onkama
4. Teacher/Union Rights: Dryden, Inland Lakes, Johannesburg-Lewiston, Kingsley
5. Other
 - a. Hours: Central Lake
 - b. Professional Improvement: Bark River, Forest Park, Potterville
 - c. Instructional Materials: Inland Lakes
 - d. Released Time: Kingsley
 - e. Professional Service: Martin
 - f. Performance Contracting: North Central
 - g. Professional Growth: Onkama

Board Rights provisions may contain a statement which gives school management final authority over educational policy and curriculum (Bear Lake, Camden-Frontier, Inland Lakes, Johannesburg-Lewiston, Kingsley, Mesick, North Central, North Huron, Norway Vulcan, Pittsford Potterville). In some Board Rights articles contract language

indicates that the Board will enter into shared decision-making and accept recommendations from teacher groups (AuGres Sims, Forest Park, Johannesburg-Lewiston, North Huron).

Articles for Teaching/Working Conditions state that the Board will provide adequate supplies and materials (Camden-Frontier, North Central, Onekama). In all contracts which contain Teaching/Working Condition articles with reference to curriculum, the contract language provides for some degree of shared decision-making.

The obligation of teachers to participate in curriculum meetings is stated in some contracts (Kingsley, Martin, Onekama).

Financial support for curriculum is provided in two contracts (Bark River Harris, Potterville).

GROUP M

AuGres Sims	Board Rights	The Board of Education reserves the right to jointly work with the faculty in establishing curriculum and selecting textbooks.
Bark River Harris	Professional Improvement	The Board agrees to provide, with the Superintendent's approval, necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings.
	Academic Freedom	In the event a gross difference of opinion arises between administration and teacher, the topic will be subject to review by the parties involved.
	Miscellaneous Provisions	The parties will confer from time to time for the purpose of improving the selection and use of educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.
Bear Lake	Board Rights	The right to introduce new or improved methods or facilities.
Camden Frontier	Board Rights	To establish grades and courses of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. To decide upon the means and methods of instruction, the duties, responsibilities and assignments of teachers and other employees.
	Teaching Conditions	Board shall provide appropriate texts and materials; department meetings can be called at the discretion of either party for the purpose of studying and improving educational methods and tools. The Board shall consider as promptly as possible all joint decisions thereon made by its representative and the Association.

Central Lake	Class Size, Teaching Hours, and Conditions	The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools and the Board undertakes to implement all joint decisions thereon made by representatives and the Association as soon as practicable.
Dryden	Association and Teacher Rights	The Board shall at its option consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication
	Academic Freedom	Subjects and activities which are known to be of a critical nature must be discussed with the superintendent or principal prior to their introduction to students.
		Teaching methods, subject areas, and class activities which create unrest in the community will be reviewed by the superintendent and a committee on grievances.
Forest Park	Board Rights	The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. With this in mind, the Board extends an open invitation to the Association to meet at any mutually agreed time to discuss school policies.
		The Board shall continue to review, study, and effectuate improved teaching methods, plans, programs, projects, curriculum, and other innovative means to improve schools and education and training of students.
	Teaching Conditions	The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.

	Professional Improvement	At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction
Galien Township	-----	-----
Inland Lakes	Instructional Materials	The parties will confer from time to time for the purpose of improving the selection and use of educational tools and the Board will undertake promptly to implement all joint decisions thereon made by the representative and the Association.
	Board Rights	To establish grades and courses of instruction including special programs.
	Association Rights	The Board shall communicate with the Association on new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, previously proposed. The Association shall be given the opportunity to make recommendations on such proposals to the Board, prior to their adoption and/or general publication.
		The Board shall place on the agenda of each Board meeting for consideration in the proper order, matters brought to the Board's attention as long as those matters are made known in writing to the Superintendent's office prior to the regularly established deadline for agenda preparation.
Johannesburg-Lewiston	Teacher Rights	The Board agrees to furnish to the Association in response to written requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements, and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

	Board Rights	<p>To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board after consultation with appropriate teaching and other professional staff members.</p> <p>To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, after consultation with appropriate teaching and other professional staff members.</p> <p>To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.</p>
	Teaching Conditions	<p>The Board and the Association will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representatives and the Association.</p>
	Association Rights	<p>The Board recognizes the right of the Association to consult with the Board or Administration on major revisions of educational policy and any new or innovative programs, including contracted learning.</p>
Kingsley Area	Teacher Rights	<p>In order to insure continued improvement of the education process in the Kingsley Area School, the Association and the teachers will assist in the study, revision, updating, and amending of school curriculum.</p> <p>The Association and the teachers recognize their obligations to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings.</p>

	Released Time	<p>One hour of released time shall be provided for the purpose of a two hour in-service training program. The second hour shall be given by the teachers. These meetings shall be held once during each six-week marking period.</p> <p>A committee of teachers and administrators shall plan and organize the programs. If no program is planned, then the in-service meeting will be cancelled.</p>
	Board Rights	<p>The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreational programs, methods of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline, or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this agreement.</p>
Kingsley Area	Teaching Conditions	<p>A teacher shall be expected to attend professional staff meetings when called by the principal. A teacher may place appropriate educationally related items on the agenda for the meeting. The agenda for meetings should be presented to the teacher at least one day in advance of the meeting.</p>
	Teaching Facilities, Equipment, Supplies	<p>The parties will confer at least one time each semester for the purpose of improving the selection and use of such educational tools as texts, instructional aids, and supplies. The Board undertakes promptly to act upon all joint recommendations thereon made by its representative and the Association.</p>
Martin	Professional Service	<p>In addition to the foregoing professional duties, each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in faculty, departmental, and curriculum meetings, in-service training programs, student activity assignments, parent-teacher and student-teacher conferences, and such other professional activities as may reasonably be required.</p>

Mesick	Board Rights	Establish trades and courses of instruction and provide for other events; decide upon the means and methods of instruction and selection of textbooks, teaching materials, teaching aids and equipment.
North Central	Board Rights	Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation; determine the placement of operations, production techniques to increase leaning capacity, distribution of work and source of materials and supplies.
	Teaching Conditions	The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, athletic equipment, current periodicals and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such tools.
	Performance Contracting	<p>The Board shall continue to review, study, and effectuate improved teaching methods, plans, programs, projects, curriculum, and other innovative means to improve the education and training of the students and schools. The Board shall continue to participate, when and where feasible and practicable, with governmental units and agencies--local, state, or federal--in such innovative means as it seems necessary to accomplish the improved qualities of education.</p> <p>The parties recognize that increased salaries and costs, lower pupil ratios, better facilities, and more classrooms do not always improve the levels of education, nor improve the efficiency or productivity of the teaching process. Every reasonable effort should be put forth by the Board, the Association, the Administration, and the teacher to improve the levels, efficiency, and productivity of the educational and teaching processes.</p>

One innovative means is the so-called "performance contracting program." In the event the Board agrees to participate in this program, it will give notice to the Association and establish a committee of five members, including two teachers selected by the Association, to assist in the staffing and in-service training, and to work with the organization.

The Board agrees to provide for Association involvement in any other new or innovative programs from planning through evaluation stages.

North Huron Board Rights

To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.

The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet at least once each month to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement.

Norway Vulcan Board Rights

To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. To determine services,

supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

Onekama

Teaching
Conditions

Teachers will be involved in the selection of their textbooks and their recommendations will be strongly considered in the selection of supplies.

The Board and Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teachers' professional library in each school in the district and include therein all books and publications which are reasonably requested by the teachers.

Professional
Growth

Teachers shall serve on professional committees concerned with school problems during the school day, as deemed necessary by the Administration.

Pewamo
Westphalia

Academic
Freedom

It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and students is encouraged, except that: the teacher must be acting within accepted and/or adopted curriculum and courses of study.

Pittsford

Management

To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary to advisable by the Board; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

Potterville	Board Rights	Determine the services, supplies, and equipment necessary to continue its operations; adopt rules and regulations; determine method(s) of reporting pupil progress to parents; determine the final selection of textbooks; determine the courses to be taught.
	Professional Improvement	<p>The parties support the principle of continuing training for teachers.</p> <p>The Board agrees to provide \$800.00 per year and the Association \$400.00 per year to be placed into a fund for teachers who desire to attend professional conferences, workshops, and programs. This fund of \$1,200.00 will be administered by a joint committee of two teachers and two administrators to be named each September.</p>

Summary

Of the fifty-two school districts in the complete sample, only one system (Galien Township, Group M) has no contractual provision for curriculum, either in the form of a council or related language. All other districts in the sample have contracts which create curriculum councils or contain articles which describe curricular provisions.

Contract language related to curriculum councils is found interspersed throughout articles in master agreements. Such language is often found in separate articles titled Board Rights, Teaching/Working Conditions, Teacher/Union Rights, and Academic Freedom.

A Board Rights provision generally makes policy decisions, a residual management right. The Board reserves final authority to determine policy and procedure, although management may encourage and authorize advisory opinions from teachers and councils. Board Rights provisions which claim final authority are found most frequently in the small sized school districts.

School districts without provisions for joint instructional councils in master agreements may allow a degree of shared decision-making on curriculum matters. The Taylor system (Group B) describes regular monthly meetings between the Superintendent and Union representatives and the building principals and Union Building Committee for purposes of discussing educational policy and other matters. Avondale, Chesaning, Fruitport, Inkster, Lakeshore, Reeths Puffer, St. Joseph, and Westwood (Group G) do not have provisions for joint instructional councils; however, each contract contains language for some degree of teacher participation in curriculum decision-making.

In Group M, districts without curriculum council provisions in master agreements which allow some shared decision making include Bark River Harris, Camden Frontier, Central Lake, Dryden, Forest Park, Inland Lakes, Kingsley, North Central, Onkama. Most often, contract language allows teacher groups to confer or consult with school management regarding selection of or changes in methods or materials.

Summary

Data extracted from master agreements of the school districts in the sample were presented in tables corresponding to the components of the model, Section 1.18 Statewide Bargaining Goals and Minimum Contract Standards (Negotiations Notebook, 1979-80). The investigations compared contract language for purpose, responsibilities, size and composition, method of selection and frequency of selection, leadership and vote rights, meeting schedule, support provisions and authority, and authority in curriculum councils in Groups B, G, and M, Michigan school districts.

For each of the ten separate investigations, data were presented on tables and described in accompanying textual report form. Data were analyzed in terms of whether contract provisions replicated, approximated, or departed from the model criteria.

Two additional investigations were conducted and reported in Chapter IV: a review of districts with contract provisions for joint instructional councils (Table 1) and a review of contract language which strengthens and/or restricts provisions for joint instructional councils (Table 10).

CHAPTER V

FINDINGS, EVALUATION, RE- COMMENDATIONS, AND REFLECTIONS

Chapter V reviews the problem and purpose of the research study, states the order of the presentation of precedent literature, restates the research questions introduced in Chapter I, and recapitulates the findings from the analysis of data conducted in Chapter IV. A special section evaluates the model criterion. The chapter concludes with recommendations for further research.

Review

This research study has been an investigation of the extent to which provisions for shared curriculum decision-making through joint instructional councils have been negotiated into master agreements in Michigan public school districts. The study has included an evaluation of contractual provisions for curriculum councils according to a model criterion, Section 1.18 Statewide Bargaining Goals and Minimum Contract Standards (Negotiations Notebook, 1979-80). Master agreements were analyzed for articles which contained language which strengthened and/or limited provisions for curriculum.

Literature presented in Chapter II reviewed precedent studies of the scope of bargaining, shared decision-making, and Michigan studies. The literature reviewed the concepts of broad and narrow scope of bargaining and the interpretation of the "conditions of employment"

language in the PERA and NLRA. Studies describing the progressive features of collective bargaining between teacher unions and school boards were cited. Statements by advocates of broad scope provisions (teacher affiliation) and narrow scope provisions (school management affiliation) were compared.

Shared decision-making theories and studies from the industrial and educational settings were discussed, and implications for teacher participation in curriculum policy-making were presented. Models and recommendations for shared curricular decision-making were cited.

Studies conducted on the public sector bargaining process in Michigan indicate that there has been persistent growth in the area of negotiating curriculum issues. Research which identified factors conducive to negotiating curriculum and studies dealing with teacher perceptions and attitudes toward negotiating curriculum were included in the review of precedent literature.

Research Questions

The research questions which provided the focus for this inquiry and investigation are reviewed and findings related to each question discussed in the following section. The research questions are:

1. To what extent is shared decision-making for curriculum a contractual provision in Michigan public school master agreements?
2. To what extent do contractual provisions for joint instructional councils in Michigan public school master agreements approximate, replicate, or depart from the Michigan Education Association model for curriculum?
3. To what extent do contractual provisions for joint instructional councils in Michigan public school master agreements contain language which specifies a stated purpose, responsibility, authority, method of

selection, support, size, composition, meeting schedule, and leadership, components of the model designated as the criterion?

4. To what extent do master agreements in Michigan public school districts contain language which strengthens or restricts provisions for joint instructional councils?

Findings

Research Question One

This research study has dealt with a selected sample of master agreements representing large, middle, and small sized public school districts in Michigan. A comprehensive reading of the fifty-two contracts in the sample indicates that shared decision-making for curriculum appears in contract language as part of a formal provision for a curriculum council in twenty-six contracts or as part of a separate article, such as Board Rights or Teaching Conditions, in nineteen contracts. Five contracts contain no mention of shared decision-making for curriculum.

As indicated in Table 1 (districts in which master agreements contain provisions for joint instructional councils), eighty-nine percent of large districts, fifty-five percent of middle sized districts, and thirty percent of small sized districts have contracts which contain provisions for curriculum councils. Master agreement provisions for curriculum councils appear to be a function of school district size.

Research Question Two

Contractual provisions for joint instructional councils in Michigan public school master agreements were evaluated according to Section

1.18 Statewide Bargaining Goals and Minimum Contract Standards (Negotiations Notebook, 1979-80), the model criterion.

Of the twenty-six school districts with contractual provisions for curriculum councils, no master agreement was found to contain a provision for a council which replicated the MEA prototype. Large and middle sized school districts more often contain language which approximates the MEA model than small sized districts.

Large school districts more often exceed the proposed components in the MEA model by including more elaborate and specific detail for support, authority, and composition of membership.

Research Question Three

The MEA model is comprised of the following components: purpose, responsibility, authority, method of selection, support, size, composition, meeting schedule, and leadership. Each contractual provision for curriculum was evaluated according to the proposed language for each of the components listed above.

Table 2 indicates that a greater proportion of Group B contracts parallel the stated purpose of curriculum councils supplied by the model. Councils in large districts have autonomy to initiate and establish curriculum policies for the district. Councils in middle and small sized school districts have less autonomy and more frequently are permitted to function in a review capacity.

The evaluation of council responsibilities reveals that few of the twenty-six school systems with contractual curriculum councils contain language which approximates the MEA model. Of the twenty-four contracts which define the responsibilities of the council, fifteen

imply a narrow scope of jurisdiction, allowing the council to consider only matters of curriculum-instruction. Nine districts assign a broad scope of responsibility to the council, permitting them to consider or recommend educational policies and practices beyond the area of curriculum and instruction.

The MEA model proposes that joint instructional councils be comprised of equal numbers of teachers and administrators. Nine of the twenty-six districts with contractual curriculum councils replicate the model. Middle sized districts most often specify teacher and administration representation on councils, though not necessarily in equal numbers.

Council membership appears to reflect the size of the school district. Average size of Group B councils is 14.25; average size of Group G and M districts is seven. Several school districts accommodate community, parent, and student interests by allowing either voting or ad-hoc membership on councils.

The model requires that council membership be selected annually by respective representative groups. No school district contract replicates the model language. Only one district describes the frequency of membership selection. The representative group for teacher members is the Education Association; the representative group for administrators is the School Board or Superintendent. Teacher members are generally elected, and administrative members are usually appointed to their positions.

The MEA model proposes that the council have co-chairpersons, one a teacher and one an administrator, to chair alternative* meetings. According to the model, each council member should have an equal vote.

The findings indicate that no school district in the sample replicates the model's component for leadership and vote rights. Only one district uses a co-chair system. No school districts describe vote rights of the council membership.

Large school districts most often replicate the model proposal to provide regularly scheduled meetings for curriculum councils. Most of the large district councils meet on a monthly basis. Other districts, when specifying meeting arrangements, provide flexible schedules or allow conducting meetings "as needed."

Model language suggests that teacher members of curriculum councils should be assured released time and substitute teachers by contract. Only one district in the sample replicates this component. However, in all cases where contracts contain support provisions for curriculum councils, teachers are given released time for participation. As noted in Chapter IV, released time may imply the use of substitute teachers.

Certain school districts have negotiated clerical, budget, and remuneration support provisions for curriculum councils.

The MEA model advocates that the curriculum council have advisory authority to the board. In all contracts which contain language describing council authority, the council is vested with advisory

*The researcher finds that the language, to be accurate, should replace "alternative" with the word "alternate."

authority. Some contracts contain provisions for response or reaction by the Board. In some contracts, councils have the authority to delegate responsibility to subcommittees which they may establish.

Research Question Four

Nearly all contracts in the sample contain language which pertains to curriculum apart from specific articles describing a joint instructional council.

Of the twenty-six districts with joint instructional council provisions in master agreements, two do not contain additional language which supports or limits the role and function of the council. Of the twenty-four districts with joint instructional council provisions and additional controlling language for curriculum, five restrict curriculum to a management prerogative and make no accommodation for teachers or other groups to engage in decision-making.

In school systems which do not have contractual curriculum councils, nineteen districts have agreements which contain articles which support some degree of shared decision-making, usually in the form of conferences or consultations. In these districts, the Board retains final authority, by contract, to determine all educational policies for the district.

Contract language for curriculum may be found interspersed throughout the master agreement. Most often, references to curriculum are housed in Board Rights, Academic Freedom, and Teaching Condition articles.

Except for one master agreement, all provisions for joint instructional councils are procedural, not substantive in nature. Such provisions describe the role and function of the council but do not describe specific course content, instructional methods, or other substantive curriculum components.

Evaluation of the Model

The model selected for this evaluative research study is Section 1.18 Statewide Bargaining Goals and Minimum Contract Standards (Negotiations Notebook, 1979-80). The model is comprised of the following components: purpose, responsibility, authority, method of selection, support, size, composition, meeting schedule, and leadership. The Office of Negotiations, a division of the Michigan Education Association, provides the model for local affiliates to pattern in their individually negotiated contracts (see Appendix).

Evaluation of the model considers two factors: (1) the clarity of proposed contract language, and (2) the comprehensiveness of the components which comprise the model.

Experienced negotiators and arbitrators, advocates of clear and unambiguous construction of contract language, cite ambiguity as one of the primary reasons for disputes between the parties to an agreement. Lack of precision or specificity of language may result in lack of agreement over the intent of a passage in a contract. Ultimately, the dispute may be raised through the grievance procedure and disposed of through binding arbitration by a neutral third party.

According to Elkouri and Elkouri (1973):

There is no need for interpretation unless the agreement is ambiguous. If the words are plain and clear, conveying a distinct idea...the clear meaning will ordinarily be applied by arbitrators (p. 296).

Elkouri and Elkouri also state:

An agreement is not ambiguous if the arbitrator can determine its meaning without any other guide than a knowledge of the simple facts on which, from the nature of the language in general, its meaning depends. But an agreement is ambiguous if "plausible contentions may be made for conflicting interpretations" thereof (p. 296).

The authors find that "ambiguity is a matter of impression rather than definition " (p. 296).

When teacher associations and school boards negotiate their own contract language, their agreement may contain terms judged by other negotiators and arbitrators to be ambiguous; however, the parties to the contract may have a clear understanding of the intent of their language which may forestall a dispute over meaning. When the parties adopt language proposed by a third party, in this case the state teacher association, they may incorporate provisions into their agreement without having a clear understanding of the meaning of the borrowed language. When the terms and conditions of the contract are enforced or made operational, confusion and differences of opinion over the meaning of ambiguous language may result.

In the MEA model, two sections of the proposed language contain language which is ambiguous. The model prescribes a "regularly scheduled" meeting time for joint instructional councils. Arbitration cases have shown that "regularly scheduled" is often interpreted to mean "according to a fixed schedule; at predetermined intervals." This standard of construction was applied to the analysis of data in Table 7.

The MEA model prescribes that membership to joint instructional councils be "selected" by respective representative groups. The term "selected"--open to a variety of interpretations--does not meet the test of clear and unambiguous construction.

To test for ambiguity of the terms "regularly scheduled" and "selected," the researcher interviewed a group of ten individuals comprised of professors, graduate students, and teachers. Responses to the inquiry, "What does 'regularly scheduled meeting' mean?" are listed below according to frequency of reply received:

Monthly or weekly	4
Often, frequently	2
Throughout the year	2
At a planned time	1
On an agenda or calendar	1
	<hr/> 10

Most respondents attached a specific time frame to the concept of a regularly scheduled meeting. Further inquiry after the initial response was recorded revealed that the respondents' past practice with meeting schedules influenced their answers. All respondents had difficulty phrasing an immediate response; three individuals said they "guessed at the meaning."

The second question posed to the group members was, "What does 'selected' mean?" The term was used in the context of selecting an individual for office. Responses are given below:

Chosen	6
Appointed	2
Elected	2
	<hr/> 10

Three of the respondents who indicated that "selected" meant "chosen" stated that they felt the terms were synonymous but were unclear as to the process of making the selection or choice. Both re-

spondents who indicated that "selected" meant "elected" phrased their response as a question: "Does it (the term 'selected') mean elected?"

The MEA model is found to contain ambiguous contract language in two sections. Recommendations for improvement in the model include replacing the terms "regularly scheduled" and "selected" with clear, unambiguous terms.

The MEA model for this research study has been judged to be comprised of the following components: purpose, responsibility, authority, method of selection, support, size, composition, meeting schedules, and leadership.

The analysis of data reported in Chapter IV compared components of school district master agreements with provisions for joint instructional councils with the model criteria listed above. A review of provisions for contractually authorized curriculum councils indicates that three components appear in contractual provisions which are not part of the proposed model:

1. Provisions for ad-hoc membership,
2. Provisions for financial and clerical support, and
3. Provisions for a required Board response to advisory recommendations from the Council.

Table 4 (size and composition of joint instructional councils) contains a display of data which indicates that councils in certain school districts have membership other than teachers and administrators. For example, the Lansing system requires the twenty-four member council to be comprised of equal numbers of teachers, administrators, students, and parents. Greenville allows two council chairs to be filled by members other than teachers and administrators. The seven member Pittsford

council is comprised of teachers, administrators, and students; elementary and secondary principals serve in an ad-hoc capacity as resource personnel. The Pottersville council includes non-voting parent membership.

The criterion statement "equal numbers of teachers and administrators" does not specify whether ad-hoc or other voting membership is recommended. A provision which more accurately describes the composition of council membership and the accompanying status of such membership would strengthen this component of the model.

Table 8 (support provisions for joint instructional councils) reflects the model's proposal that teacher council members should receive released time with classroom substitutes provided. Contracts with support provisions for curriculum councils indicate that support may be interpreted more broadly to include financial and clerical assistance by the school board.

Flint and Mt. Morris contracts contain language which clarifies Board support for their councils by supplying clerical assistance. The Warren school district contract budgets \$20,000 per school year, plus \$5,000 for in-service programs, for the curriculum steering committee. Other support provisions include "necessary expenses paid by the Board" (Grand Rapids), "pay for teacher members at the workshop rate" (Warren), "conference funds" (Lansing), and "compensation for council meetings during the summer and vacations" (North Huron).

To fulfill the purposes and responsibilities assigned to joint instructional councils, a commitment to financial support would appear essential. Contract language assuring a line item in the budget for

operational and clerical assistance would strengthen the council by giving it stability and a greater likelihood of remaining operational to fulfill its goals and responsibilities.

Table 9 (authority in joint instructional councils) describes the advisory capacity of councils created by contract to recommend changes and proposals to the School Board. Provisions for authority in some master agreements suggest that the School Board should be required to respond to a Council recommendation.

Procedures for Board responses are described in the Flint contract ("Board must acknowledge and/or respond upon receipt of the Council report") and the Warren contract ("Associate Superintendent for Instruction shall forward considerations back to the Steering Committee in a timely manner").

The disposition of an advisory opinion or a recommendation rendered by a Council should be addressed in the model. Revision of this component should include language describing the processing of the proposal forwarded by the Council and the timeliness of consideration by the Board.

In certain contracts, Instructional Councils have authority to delegate responsibility. The Grand Rapids, Lansing, Warren, and Oxford school systems authorize the curriculum council to create subcommittees to take on special projects or studies. The Grand Rapids Council has authority to consult members of the community, students, and subject-matter specialists when formulating a proposal for curriculum change.

The model provision for authority of the curriculum council should be improved by defining the procedural function of processing a Council recommendation. The MEA should consider broadening the authority of

the council to include delegation of authority to subcommittees and the right to consult outside the school staff on matters it is studying.

Summary

The model selected as the criterion for this study has been evaluated for clarity and comprehensiveness. The model would be improved by revising existing language which specifies a "regularly scheduled" meeting time and membership "selected" by representative groups. These terms do not meet the standards of construction of contract language and should be rewritten for clarity.

The model would be improved by revising the components delineating the size and composition of membership, support provisions, and authority of joint instructional councils. Language from master agreements suggests provisioning for council membership to allow more groups access to the decision-making process. Council recommendations should be processed by the Board with further assured communication with the advisory committee. Authority to delegate responsibility to ad hoc or subcommittees should be established in the model.

Recommendations for Research

Recommendations for further research on the topic of curriculum as a subject of bargaining in public school master agreements are categorized as (1) legal studies and (2) collective bargaining studies.

Studies designed to explore the legal implications of bargaining over curriculum issues are described below.

1. Public Employment Relations Acts which authorize collective bargaining between teacher associations and school boards differ in scope of bargaining provisions (see "Summary of Public Sector Labor

Relations Policies" in Appendix). Legislative debate and activity regarding appropriate scope of bargaining language has occurred in several states, including Nevada, Indiana, and Montana. When statutory revision of existing scope of bargaining provisions is enacted, the statute typically is amended to include (1) a management rights prerogative clause making certain policy areas the sole discretion of school administration and/or (2) an enumeration of issues defined as mandatory, permissive, and restricted.

A study which examines legislative activity to broaden or narrow the scope of bargaining in public employment relations acts and the implications for curriculum is suggested.

2. The Michigan Public Employment Relations Act (PERA) has a broad scope of bargaining provision, a replication of the National Labor Relations Act (NLRA) which allows bargaining for "wages, hours, and other terms and conditions of employment." A study which explores the concept of curriculum as a "condition of employment" in Michigan and other states with broad scope of bargaining provisions is recommended.

3. An investigation of the issue of subdelegation of authority in Michigan school systems is suggested. Tyll van Geel (1976) finds it necessary to turn to statutory authority to determine whether a school board has the legal right to subdelegate power vested in it by the state legislature. van Geel finds that the question of statutory interpretation is not a problem in states which have clear, unambiguous provisions (California, New York); however, statutes with silent or ambiguous language do not provide a clear guideline for subdelegation of authority. van Geel states:

The recent trend of cases has been such that courts have tended to uphold subdelegations of authority. They seem to be adopting the advice of commentators who have advocated that subdelegation ought to be permitted when it contributes to the workability of a program (p. 119).

The issue of a school board's legal right to delegate authority to determine the procedural and substantive components of curriculum could become the focus of a study.

Studies which would treat the topic of curriculum as a negotiated item in public school master agreements include those listed below:

1. Curriculum councils exist within the school organization as formal, structured, and contractually mandated systems for teacher participation in decision-making or as informal procedures allowed by board policy. This research study has made no attempt to evaluate the effectiveness of curriculum councils established in master agreements. A study which compares the effectiveness of councils established by contract and councils created by board policy is recommended.

2. This research study has evaluated contract language for curriculum which was developed by the Office of Negotiations, a division of the Michigan Education Association, as a prototype for local affiliates. A study which compares and contrasts policies and model contract language developed by national and state teacher unions and school board associations is suggested.

3. The Michigan Education Association has 532 local affiliates in the state. The MEA has organized the state into eighteen regions, each administered by an area Uniserv director who works with local affiliates in determining bargaining goals and strategies. A study which investigates the influence of the Uniserv director in negotiating curriculum at the local level is suggested.

4. This research study has concluded that most contract language for curriculum is procedural in nature. However, some master agreements do contain prescriptive, substantive components for curriculum. For example, in Inkster, an article titled "Joint Civil Rights School Committee" specifies that the committee shall "...develop new programs dealing with civil rights issues in education." A study which investigates the extent to which substantive components of curriculum are negotiated into master agreements is recommended.

Reflections on the Study

As a consequence of collecting and analyzing data and synthesizing precedent literature on the topic of negotiating curriculum in public school master agreements, the researcher has confronted some personal and professional questions which have emerged during the course of engaging in this study.

While the researcher recognizes the move on the part of teacher associations to obtain real rather than mythical power by establishing curriculum as a bargainable issue as a "condition of employment," she finds that educational policies should continue to be a residual management prerogative. Legal implications aside, this researcher finds that teachers should have only advisory authority to make recommendations to the Board which should retain final jurisdiction over curriculum.

The investigator finds that a proposed model for curriculum prepared by the state union for local affiliates eventually may undermine the individuality of locally negotiated contracts. Although no contracts in the sample for this study were found to contain language

which replicated the prototype offered by the Michigan Education Association, the potential for uniformity (particularly with the advent of coalition bargaining) exists. This researcher finds that requirements of large, middle, and small sized school districts differ considerably and that one model is insufficient for all public school districts.

The researcher takes issue with limiting access of community and student groups to the School Board in regard to policy-making. When curriculum is negotiated between the parties to the contract, it would be appropriate to accommodate interest groups, not by direct participation, but through steering committee functions or consulting mechanisms.

The author of this study finds that if curriculum is to be part of a public school master agreement, the parties should bargain only procedural components, never substantive components. She finds the process of negotiating specific courses and course content carries an inherent risk to entrench programs, methods, and teaching positions which may be inappropriate or undesirable in the future. Bargaining for procedural components only may help keep curriculum content flexible and responsive to assessed needs.

Throughout this research study, the investigator has considered the question of teacher autonomy and individual teacher responsibility to changes recommended by a curriculum council. The researcher has concluded that despite bargaining for a mechanism to assure teacher participation in the curriculum decision-making system, there is no guarantee that an individual teacher will accept council recommendations and voluntarily implement such recommendations in the classroom. The power of teacher autonomy yet must be reckoned with.

In conclusion, the researcher retains an ambivalent attitude toward the concept of bargaining for curriculum issues in master agreements. The test of the value of negotiating curriculum ultimately lies in whether students will benefit from the process.

APPENDIX

MATERIALS USED AS BASIS OF AND DESIGN FOR STUDY

SUMMARY OF PUBLIC SECTOR LABOR RELATIONS POLICIES¹

<u>State</u>	<u>Coverage</u>	<u>Scope of Bargaining</u>
Alabama	Teachers	Rules and regulations about the conduct and management of the schools.
Alaska	Teachers	Matters pertaining to employment and fulfillment of professional duties
Arizona	State officers	No CB statute for public employees (right to work law)
Arkansas	All state employees	No CT statute for public employees (right to work law)
California	State civil service employees and teachers	Wages, hours, and other terms and conditions of employment; excluding merits, necessity or organization of any service provided by law or Executive Order; other subjects not under scope may be included in memorandum by agreement of the parties
Colorado		No CB statute for public employees
Connecticut	Teachers	Salaries and other conditions of employment
Delaware	Teachers	Salaries, benefits, and working conditions
District of Columbia	Public school Employees	Terms and conditions of employment, determination of appropriate techniques and procedures for negotiations, impact of Board of Education decisions taken under management rights
Florida	All public employees	Wages, hours, and terms and conditions of employment, excluding pensions
Georgia	State employees	Wages, rates of pay, hours, working conditions, and all other terms and conditions of employment
Hawaii	All public employees	Wages, hours, and other terms and conditions of employment; excluding classification and reclassification, health fund, retirement, salary ranges and number of incremental and longevity steps, matters inconsistent with merit principle, or managerial discipline and control; consultation on all matters affecting employee relations

¹As of May, 1979; LI.66:96/979 Documents, US Dept. of Labor, 1979.

Idaho	Teachers	Matters and conditions subject to negotiations by agreement of the parties
Illinois	State	Wages, hours, and other terms and conditions of employment subject to laws, appropriations and expenditures, and personnel rules; excluding merit system and examinations, policies, programs and functions, budget and structure, standards, scope and delivery of services, utilization of technology, retirement, and life insurance programs
Indiana	Teachers	Salaries, wages, hours, and salary and wage-related fringe benefits. Duty to discuss curriculum development and revision; textbook selection; teaching methods; selection, assignment, or promotion of personnel; student discipline, expulsion or supervision of students; pupil-teacher ratio; class size; budget appropriations and other conditions of employment
Iowa	All public employees	Wages, hours, vacations, insurance, holidays, leave, shift differential, overtime, supplemental pay, seniority, transfer procedures, job classifications, health and safety, evaluation, staff reduction, in-service training, and other mutually agreed upon matters; excluding merit system and retirement
Kansas	Teachers	Salaries, wages, hours, and terms and conditions of professional service; excluding matters fixed by statute or state constitution
Kentucky		Teachers cannot be granted negotiating right by Executive Order and have no right to strike Local school boards have the authority to enter into collective bargaining at their own discretion
Louisiana		No CB statute for public employees (right to work law). Lawful for teachers and other public employees to engage in collective bargaining with their employers.
Maine	State employees	All matters relating to the relationship between employer and employees including wages, work schedules, and general working conditions. Excluded are matters proscribed by law; regulations governing application for state service; merit system principles and personnel laws.
Maryland	Teachers	Wages, salaries, hours, and other working conditions, excluding tenure

Massachusetts	All public employees	Wages, hours, standards of productivity and performance and other terms and conditions of employment
Michigan	Municipal and local government employees	Wages, hours, and other terms and conditions of employment
Minnesota	All public employees	Grievance procedure, hours, fringe benefits and terms and conditions of employment; excluding retirement, contributions or benefits and employer's personnel policies
Minnesota		Does not have a collective bargaining statute for public employees (right to work law)
Missouri	All public employees	Salaries and other conditions of employment
Montana	All public employees	Wages, hours, fringe benefits, and other conditions of employment
Nebrasks	Teachers	Terms of employment and labor-management relations (pertinent case law: negotiation subjects include salary schedules, professional leave, professional organization dues, dress codes, school calendars and noon duty: Steward Education Association--CIR 1971--1 CIR 39-1 affirmed--Neb. S. Ct.--1972).
Nevada	Local government	Salary or wage rates or other forms of direct monetary compensation; sick leave; vacation leave, holidays, other paid or unpaid leaves of absence; insurance benefits; total hours of work required of an employee on each work day or work week; total number of days of work required of an employee in a work year; discharge and disciplinary procedure; recognition clause; method used to classify employees in the negotiating unit; deduction of dues for the recognized employee organization; protection of employees in the negotiating unit from discrimination due to participation in recognized employee organizations consistent with the provisions of this chapter; no strike provisions consistent with the provisions of this chapter; grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements; general savings clauses; duration of collective bargaining agreements; safety; teacher preparation time; procedures for reduction of work force. (Management rights: determine the content of the work day, including without limitation,

		workload factors, except for safety considerations; determine the quality and quantity of services to be offered to the public; determine the means and methods of offering those services.)
New Hampshire	All public employees	Wages, hours, and other conditions of employment; excluding merit system
New Jersey	All public employees	Grievance procedure and terms and conditions of employment
New Mexico	State and local	Terms and conditions of employment (management rights: determine methods, means, and personnel to perform operations; manage, make decisions and act on all matters not covered by regulations or cba)
New York State	All public employees	Wages, hours, grievance procedure, and other terms and conditions of employment
New York City	All city employees except teachers	
North Carolina	All public employees	All bargaining rights are prohibited by statute; all contracts are illegal and void as against public policy
North Dakota	Teachers	Salary, hours, and other terms and conditions of employment; employer-employee relations
Ohio	All public employees	Covered by Code; no cb statute
Oklahoma	Public school employees	Direct or indirect monetary benefits; hours, vacations, sick leave; grievance procedure; and other conditions of employment
Pennsylvania	All public employees	Wages, hours, and other terms and conditions of employment; impact of decisions make on issues within management rights
Rhode Island	Teachers	Hours, salaries, working conditions, and other terms and conditions of professional employment
South Carolina		No cb statute for employees (public); right to work law
South Dakota	All public employees	Rates of pay, wages, hours of employment, or other conditions of employment
Tennessee	Teachers	Salaries or wages; grievance procedure; insurance; fringe benefits (excluding pensions or retirement); working conditions; leave;

		student discipline procedure; payroll deductions; cannot violate Federal or State law or municipal charter, employee rights or Board of Education rights
Texas	All public employees	Wages, hours, working conditions, and other terms and conditions of employment
Utah		Does not have a cb statute for public employees
Vermont	Teachers	Salaries, related economic conditions of employment; procedures for processing complaints and grievances, and any mutually agreed upon matters not in conflict with statutes and laws of Vermont
Virginia		Does not have a cb statute for public employees
Washington	Teachers	Wages, hours, and terms and conditions of employment; units of supervisors and/or principals and assistant principals limited to compensation, hours, and number of days of work per year
West Virginia		Does not have a cb statute for public employees
Wisconsin	Municipal employees, including teachers	Wages, hours, and working conditions
Wyoming		Right to work statute applicable to the public sector

michigan education association

CURRICULUM AND INSTRUCTIONAL MATERIALS

section 1.18

Suggested Contract Language

A. The Board and the Association shall establish a council known as the Instructional and Curriculum Council. The purpose of this Council shall be to initiate and establish policies affecting the nature and design of the instructional program of the district. As a part of its responsibilities, the Council shall:

1. Develop criteria for the ongoing evaluation of all instructional programs;
2. Annually review and establish policies concerning all testing programs and instructional management systems;
3. Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and,
4. Promulgate other policies relating to the district's instructional programs and curriculum.

Changes in existing instructional programs and proposed new instructional programs must be reviewed and affirmatively recommended by the Council prior to Board consideration, adoption, or implementation.

B. The Council shall be composed of an equal number of teachers, and administrators who shall be selected annually by their respective representative groups. Each member of the Council will have an equal vote. The Council shall have co-chairpersons, one a teacher and one an administrator, who shall chair alternative meetings.

C. The Council shall meet on a regularly scheduled basis as determined by the Council membership. Teachers serving on the Council shall be given released time with classroom substitutes provided.

Office of Negotiations
Revised 5/78

CHART I
GENERAL INFORMATION BY TYPE OF SCHOOL DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 1978

Classification of School Districts Based on State Aid Membership	Number of Districts	Teaching Positions	Average Teacher's Salary	Audited Pupil Membership as of 9-30-77
(A) 50,000 and over	1	9,429	17,832	233,049
(B) 20,000 to 49,999	9	11,219	17,487	260,047
(C) 10,000 to 19,999	21	13,042	18,210	278,790
(D) 5,000 to 9,999	59	17,906	16,777	400,828
(E) 4,500 to 4,999	10	2,183	16,426	48,031
(F) 4,000 to 4,499	23	4,337	17,211	97,384
(G) 3,500 to 3,999	23	3,810	16,127	85,988
(H) 3,000 to 3,499	32	4,756	15,301	105,512
(I) 2,500 to 2,999	34	4,125	15,363	93,352
(J) 2,000 to 2,499	59	5,879	14,806	130,525
(K) 1,500 to 1,999	72	5,657	14,566	124,782
(L) 1,000 to 1,499	70	4,087	13,613	87,683
(M) 500 to 999	80	3,050	12,930	62,144
(N) Below 500	86	832	12,396	15,829
Total for all Districts	579	90,312	16,445	2,023,944

CHART II GROUPING OF DISTRICTS BY PUPIL MEMBERSHIP

GROUP A (50,000 and over) See Page 16

Detroit City School District 233,049

GROUP B (20,000 to 49,999) See Page 18

Flint City School District 38,086
Grand Rapids City School District 37,407
Lansing Public School District 30,675
Livonia Public Schools 29,075
Pontiac City School District 22,337
Taylor School District 20,240
Utica Community Schools 28,273
Warren Consolidated Schools 31,155
Wayne Westland Community Schools... 22,799

GROUP C (10,000 to 19,999) See Page 20

Ann Arbor Public Schools 17,958
Bay City School District 15,676
Birmingham City School District 11,770
Dearborn City School District 16,334
Farmington Public School District 13,931
Grosse Pointe Public Schools 10,199
Huron Valley Schools 10,338
Jackson Public Schools 11,384
Kalamazoo City School District 14,477
Midland Public Schools 11,319
Plymouth-Canton Community Schools .. 15,256
Port Huron Area School District 15,606
Portage Public Schools 10,279
Rochester Community School District .. 10,404
Roseville Community Schools 10,708
Saginaw City School District 18,788
School District City of Royal Oak 12,327
Southfield Public School District 11,931
Troy Public School District 11,514
Walled Lake Consolidated School Dist. . 11,435
Waterford School District 17,156

GROUP D (5,000 to 9,999) See Page 22

Adrian City School District 5,695
Alpena Public Schools 8,349
Battle Creek Public Schools 9,406
Bedford Public School District 6,761
Beecher Community School District 5,589
Benton Harbor Area Schools 9,961
Berkley City School District 6,186
Bloomfield Hills School District 8,373
Bridgeport-Spaulding City School District 5,064
Brighton Area Schools 5,398
Carman-Ainsworth Community Schools . 7,838
Chippewa Valley Schools 5,293
Clarkston Community School District ... 7,007
Clintondale Community Schools 5,420
Clio Area School District 5,527
Davison Community Schools 5,854
East China Township School District ... 5,145

East Detroit City School District 9,794
Ferndale City School District 6,533
Flushing Community Schools 5,762
Forest Hills Public Schools 5,067
Fraser Public Schools 7,634
Garden City School District 8,996
Grand Blanc Community Schools 7,670
Grand Haven City School District 5,766
Grand Ledge Public Schools 5,876
Hazel Park City School District 7,454
Highland Park City Schools 7,716
Holland City School District 5,273
Howell Public Schools 6,284
Kentwood Public Schools 7,160
L'Anse Creuse Public Schools 8,619
Lake Orion Community School District . 6,381
Lakeshore Public Schools 7,482
Lakeview Public Schools 5,491
Lapeer Community Schools 8,617
Lincoln Park Public Schools 7,957
Marquette City School District 5,154
Mona Shores School District 5,106
Monroe Public Schools 8,896
Mt. Clemens Community Schools 5,189
Muskegon City School District 8,644
Niles Community School District ... 5,698
Owosso Public School District 5,843
Redford Union School District 8,679
Romeo Community Schools 5,103
Romulus Community Schools 6,166
Saginaw Twp. Community Schools 7,145
School District of Ypsilanti 7,058
Southgate Community School District .. 6,938
Swartz Creek Community Schools 5,902
Traverse City School District 9,911
Trenton Public Schools 5,760
Van Buren Public Schools 7,909
Van Dyke Public Schools 5,972
Warren Woods Public Schools 7,606
West Bloomfield School District 5,757
Wyandotte City School District 6,259
Wyoming Public Schools 7,735

GROUP E (4,500 to 4,999) See Page 24

Anchor Bay School District 4,743
Centerline Public Schools 4,885
East Lansing School District 4,829
Escanaba Area Public Schools 4,959
Holt Public Schools 4,522
Jenison Public Schools 4,968
Kearsley Community Schools 4,891
Mt. Pleasant City School District 4,706
Northville Public Schools 4,941
Sault Ste. Marie Area Schools 4,587

GROUP F (4,000 to 4,499) See Page 28

Bangor Township Schools	4,093
Charlotte Public Schools	4,099
Coldwater Community Schools	4,338
Dearborn Heights Sch. Dist. 7	4,030
Fitzgerald Public Schools	4,257
Gibraltar School District	4,299
Grandville Public Schools	4,350
Hastings Area School District	4,071
Holly Area School District	4,435
Huron School District	4,003
Lakeview Consolidated School District..	4,438
Lamphere Public Schools	4,047
Melvindale Allen Park Schools	4,046
Oak Park City School District	4,143
Oscoda Area Schools	4,093
Rockford Public Schools	4,229
South Lyon Community Schools	4,335
South Redford School District	4,438
St. Johns Public Schools	4,395
Waverly Schools	4,139
West Ottawa Public School District.....	4,454
Willow Run Community Schools	4,248
Woodhaven School District	4,408

GROUP G (3,500 to 3,999) See Page 28

Allen Park Public Schools	3,981
Alma Public Schools	3,560
Avondale School District	3,551
Cadillac Area Public Schools	3,928
Chesaning Union Schools	3,733
Clawson City School District	3,508
Crestwood School District	3,667
Dowagiac Union Schools	3,845
Fruitport Community Schools	3,801
Greenville Public Schools	3,691
Inkster City School District	3,964
Lakeshore School District	3,938
Madison Public Schools	3,897
Mason Public Schools	3,503
Mt. Morris Consolidated Schools	3,612
Northview Public School District	3,588
Northwest School District	3,960
Oxford Area Community School District	3,504
Reeths Puffer Schools	3,999
South Lake Schools	3,767
St. Joseph Public Schools	3,713
Tecumseh Public Schools	3,644
Westwood Community Schools	3,636

GROUP H (3,000 to 3,499) See Page 30

Airport Community School District	3,434
Albion Public Schools	3,115
Algonac Community School District	3,454
Allegan Public Schools	3,077
Caro Community Schools	3,030
Cherry Hill School District	3,429
City of Muskegon Heights School District	3,431
Coloma Community Schools	3,010
Comstock Public Schools	3,156

Durand Area Schools	3,209
Eaton Rapids Public Schools	3,479
Fenton Area Public Schools	3,479
Gwinn Area Community Schools	3,486
Harper Creek Community Schools	3,237
Hartland Consolidated School	3,327
Ionia Public Schools	3,443
Kenowa Hills Public Schools	3,293
Lakeville Community School District....	3,319
Lakewood Public Schools	3,185
Lowell Area School District	3,155
Marshall Public Schools	3,198
Novi Community Schools	3,057
Okemos Public Schools	3,364
Orchard View Schools	3,288
Pinckney Community Schools	3,474
Pinconning Area Schools	3,265
River Rouge City Schools	3,341
Riverview Community School District ..	3,355
Saline Area School District	3,385
South Haven Public Schools	3,499
Sturgis City School District	3,117
Three Rivers Community Schools	3,421

GROUP I (2,500 to 2,999) See Page 32

Belding Area School District	2,607
Birch Run Area School District	2,683
Brandon School District	2,984
Breitung Township School District	2,512
Buena Vista School District	2,712
Cedar Springs Public Schools	2,549
Cheboygan Area Schools	2,807
Chelsea School District	2,683
Chippewa Hills School District	2,745
Clarenceville School District	2,860
Corunna Public School District	2,975
Croswell Lexington Comm. School Dist.	2,729
East Grand Rapids Public Schools	2,753
Ecorse Public School District	2,799
Fremont Public School District	2,722
Gaylord Community Schools	2,695
Gull Lake Community Schools	2,905
Hillsdale Community Public Schools....	2,645
Jefferson Schools-Monroe Co.	2,774
Lincoln Consolidated School District ...	2,987
Linden Community School District	2,724
Ludington Area School District	2,930
Manistee Area Public Schools	2,536
Marysville Public School District	2,510
Menominee Area Public School	2,790
Milan Area Schools	2,873
Oscego Public Schools	2,816
Plainwell Community Schools	2,778
Public Schools of Petoskey	2,736
Sparta Area Schools	2,654
Swan Valley School District	2,606
Vicksburg Community Schools	2,946
West Branch Rose City Area Schools ..	2,763
Wayland Union Schools	2,604

GROUP J (2,000 to 2,499) See Page 36

Bendle Public Schools ..	2,056
Berrian Springs Public School District ..	2,294
Big Rapids Public Schools ..	2,370
Brandywine Public School District ..	2,257
Buchanan Public School District ..	2,267
Bullock Creek School District ..	2,280
Caledonia Community Schools ..	2,215
Cass City Public Schools ..	2,138
Central Montcalm Public Schools ..	2,060
Columbia School District ..	2,299
Coopersville Public School District ..	2,375
Crawford AuSable Schools ..	2,142
Delton Kellogg School District ..	2,434
Dexter Community School District ..	2,134
Edwardsburg Public Schools ..	2,211
Essexville Hampton School District ..	2,174
Fowlerville Community Schools ..	2,236
Gladstone Area Schools ..	2,364
Gladwin Community Schools ..	2,094
Godwin Heights Public Schools ..	2,337
Grosse Ile Township Schools ..	2,446
Hamtramck City Schools ..	2,206
Harrison Community Schools ..	2,181
Haslett Public Schools ..	2,090
Hemlock Public School District ..	2,188
Hudsonville Public School District ..	2,452
Ida Public School District ..	2,114
Imlay City Community Schools ..	2,344
Ironwood Area Schools ..	2,071
Kelloggsville Public Schools ..	2,187
Lake Fenton Schools ..	2,063
Lakeview Community Schools ..	2,019
Mason Consolidated School District ..	2,132
Mattawan Consolidated School District ..	2,069
Meridian Public Schools ..	2,144
Millington Community Schools ..	2,481
Montrose Community Schools ..	2,115
Negaunee Public Schools ..	2,044
North Branch Area Schools ..	2,436
Ovid Elsie Area Schools ..	2,405
Parchment School District ..	2,151
Paw Paw Public School District ..	2,445
Pennfield School District ..	2,094
Perry Public School District ..	2,048
Portland Public School District ..	2,279
Public Schools of Calumet ..	2,024
Reed City Public Schools ..	2,119
Richmond Community Schools ..	2,016
River Valley School District ..	2,053
Shepherd Public School District ..	2,001
Spring Lake Public School District ..	2,162
Standish Sterling Comm. Sch. Dist. ..	2,343
Stockbridge Community Schools ..	2,170
Thornapple Kellogg School District ..	2,077
Vassar Public Schools ..	2,356
Western School District ..	2,380
Whitehall School District ..	2,167
Yale Public Schools ..	2,247
Zeeland Public Schools ..	2,469

GROUP K (1,500 to 1,999) See Page 36

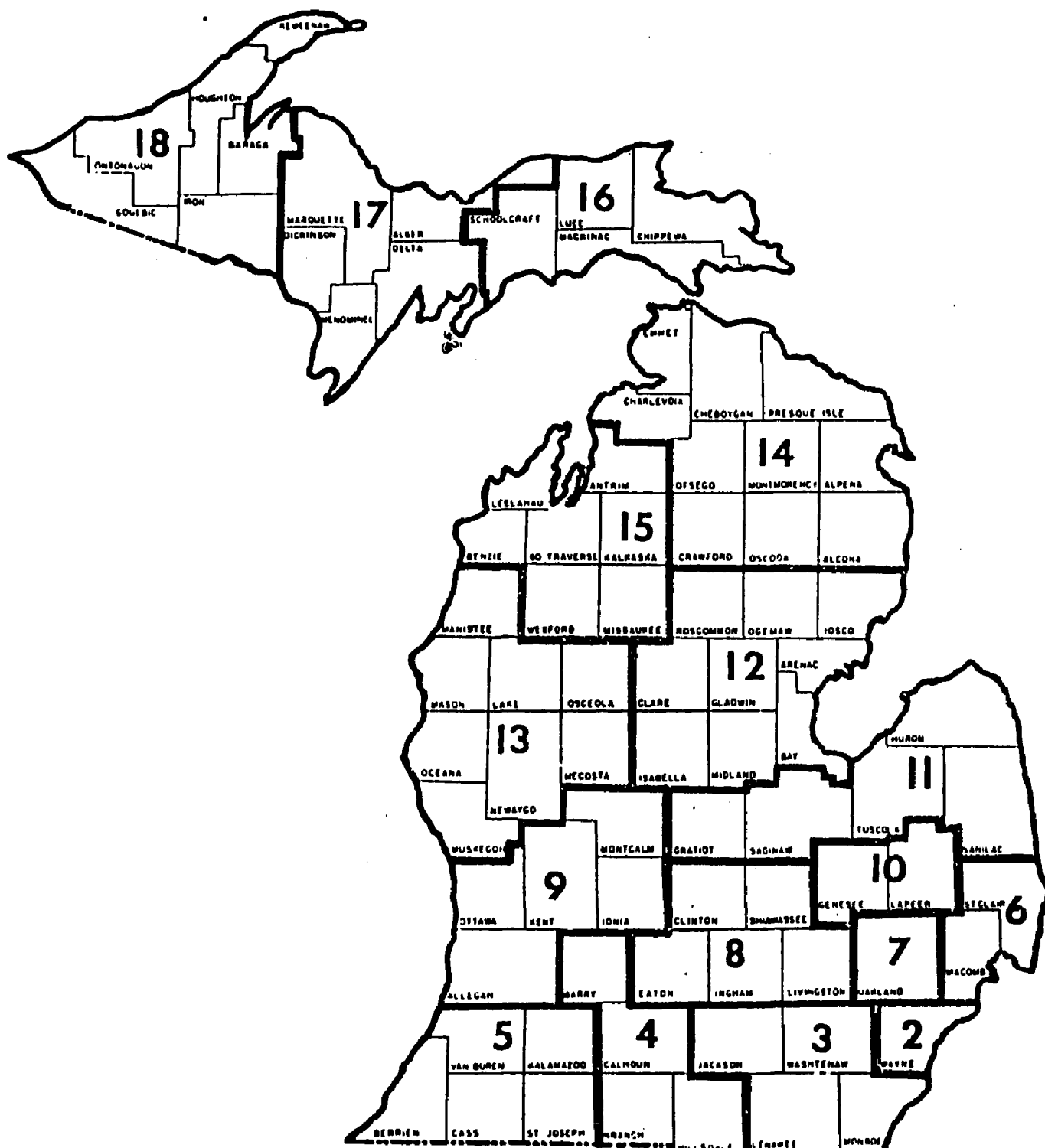
Addison Community Schools ..	1,608
Almont Community Schools ..	1,547
Armada Area Schools ..	1,673
Atherton Community School District ..	1,931
Bad Axe Public Schools ..	1,664
Bangor Public Schools ..	1,802
Beaverton Rural Schools ..	1,868
Bentley Community School District ..	1,985
Benzie County Central Schools ..	1,907
Blissfield Community Schools ..	1,782
Boyne City Public School District ..	1,540
Breckenridge Community Schools ..	1,555
Bronson Community School District ..	1,607
Byron Center Public Schools ..	1,630
Capac Community School District ..	1,700
Carrollton School District ..	1,991
Carson City Crystal Area School Dist. ..	1,666
Cassopolis Public Schools ..	1,958
Charlevoix Public Schools ..	1,714
Clare Public Schools ..	1,787
Comstock Park Public Schools ..	1,707
Constantine Public School District ..	1,666
DeWitt Public Schools ..	1,928
Dundee Community Schools ..	1,949
East Jackson Public Schools ..	1,850
Elkton Pigeon Bayport School District ..	1,571
Farwell Area Schools ..	1,562
Fennville Public Schools ..	1,825
Flat Rock Community Schools ..	1,607
Frankenmuth School District ..	1,529
Freeland Community School District ..	1,713
Galesburg Augusta Community Schools ..	1,511
Gerrish Higgins School District ..	1,656
Goodrich Area School District ..	1,659
Grant Public School District ..	1,761
Hamilton Community Schools ..	1,729
Hart Public School District ..	1,699
Hartford Public School District ..	1,542
Houghton Lake Community Schools ..	1,753
Ishpeming Public School District ..	1,696
Ithaca Public Schools ..	1,949
Kalkaska Public Schools ..	1,889
Kent City Community Schools ..	1,545
Leslie Public Schools ..	1,827
Manistique Area Schools ..	1,812
Maple Valley School District ..	1,958
Marlette Community Schools ..	1,841
Mason County Central School District ..	1,783
Mayville Community Schools ..	1,655
Michigan Center School District ..	1,799
Montabella Community School District ..	1,593
Montague Area Public Schools ..	1,735
N I C E Community Schools ..	1,849
Napoleon Community Schools ..	1,833
North Dearborn Heights School District ..	1,644
Oakridge Public Schools ..	1,891
Onsted Community Schools ..	1,718
Quincy Community School District ..	1,522
Sandusky Community School District ..	1,628

Shelby Public Schools	1,559	Newaygo Public School District	1,350
St. Charles Community Schools	1,756	North Muskegon Public Schools	1,014
St. Louis Public Schools	1,866	Olivet Community Schools	1,294
Tahquamenon Area Schools	1,792	Onaway Area Community School Dist. ..	1,334
Tawas Area Schools	1,882	Ontonagon Area Schools	1,376
Tri County Area Schools	1,668	Pine River Area Schools	1,369
Union City Community School District ..	1,554	Portage Township School District	1,307
Watervliet School District	1,552	Ravenna Public Schools	1,385
West Iron County School District	1,827	Reading Community Schools	1,158
Westwood Heights School District	1,866	Reese Public Schools	1,270
White Pigeon Community School Dist. ..	1,537	Rogers City Area Schools	1,339
Whittemore Prescott Area School District	1,540	Rudyard Area Schools	1,010
Williamston Community Schools	1,884	Saranac Community Schools	1,122
GROUP L (1,000 to 1,499) See Page 38		Springfield City School District	1,298
Alcona Community Schools	1,346	Springport Public Schools	1,180
Athens Area Schools	1,017	St. Ignace City School District	1,027
Bath Community Schools	1,361	Stephenson Area Public Schools	1,281
Bellevue Community School District	1,304	Summerfield School District	1,326
Bloomington Public School District	1,376	Uby Community Schools	1,364
Brown City Community School District ..	1,267	Unionville Sebawaing Area School Dist. ..	1,198
Byron Area Schools	1,403	Vandercook Lake Public School Dist. ..	1,355
City of Harper Woods Schools	1,233	White Cloud Public Schools	1,310
Clinton Community Schools	1,287	Whiteford Agricultural School District ..	1,098
Coleman Community School District	1,441	Whitmore Lake Public School District ..	1,148
Colon Community School District	1,090	GROUP M (500 to 999) See Page 40	
Concord Community Schools	1,162	Adams Township School District	596
Dansville Agricultural School	1,100	Akron Fairgrove Schools	971
Decatur Public Schools	1,384	Allendale Public School District	812
Deckerville Community School District ..	1,152	Arenac Eastern School District	636
East Jordan Public School District	1,285	Ashley Community Schools	592
Eau Claire Public Schools	1,166	Atlanta Community Schools	628
Elk Rapids Schools	1,127	Au Gres Sims School District	594
Evart Public Schools	1,267	Baldwin Community Schools	974
Fulton Schools	1,199	Baraga Township School District	829
Gables Public School District	1,139	Bark River Harris School District	825
Godfrey Lee Public School District	1,201	Beal City School	722
Hancock Public Schools	1,142	Bear Lake School District	522
Hanover Horton Schools	1,425	Bellaire Public School	605
Harbor Beach Community Schools	1,133	Bessemer City School District	564
Hesperia Community School District	1,152	Big Bay De Noc School District	563
Holton Public Schools	1,107	Bridgman Public School	888
Homer Community Schools	1,327	Britton Macon Area School District	604
Hopkins Public Schools	1,168	Camden Frontier School	790
Hudson Area Schools	1,492	Carsonville Port Sanilac School District	844
Iron Mountain City School District	1,461	Central Lake Public Schools	599
Jonesville Community Schools	1,341	Centreville Public Schools	973
L'Anse Township School District	1,134	Climax Scotts Community Schools	819
Laingsburg Community School District ..	1,159	Covert Public Schools	745
Lake City Area School District	1,159	Deerfield Public Schools	526
Mancelona Public Schools	1,137	Dryden Community Schools	837
Manchester Community School District ..	1,359	Engadine Consolidated Schools	533
Marcellus Community Schools	1,138	Ewen Trout Creek Con. Sch. Dist.	722
Memphis Community Schools	1,215	Fairview Area School District	509
Merrill Community School District	1,455	Forest Area Community School District ..	629
Morenci Area Schools	1,090	Forest Park School District	892
Morley Stanwood Community Schools ..	1,348	Fowler Public Schools	815
Munising Public Schools	1,441	Frankfort Area Schools	850
New Buffalo Area School District	1,235	Gallen Township School District	840
New Haven Community Schools	1,366	Genesee School District	845
New Lothrop Area Public School Dist. ..	1,479		

Glen Lake Community School District ..	797	Boyne Falls Public School District	255
Grass Lake Community Schools	975	Brimley Public Schools	493
Hale Area Schools	810	Buckley Community School District	305
Harbor Springs School District	886	Burr Oak Community School District ...	411
Hillman Community Schools	713	Burt Township School	141
Inland Lakes School District	912	Campbell Township School District 4 ...	20
Johannesburg-Lewiston Schools	747	Carney Nadeau Public Schools	358
Kaleva Norman-Dickson Schools	777	Caseville Public Schools	306
Kingsley Area School	765	Chassell Township School District	377
Kingston Community School District	865	Church School	31
Lake Linden Hubbell School District ...	736	Colfax Township School District 1F	29
Lawrence Public School District	831	Covington School District	141
Lawton Community School District	935	Cross Village School District	39
Litchfield Community Schools	794	Detour Area Schools	441
Madison School District	864	Duck Creek School-Muskegon County ..	141
Manton Consolidated Schools	836	Easton Township School District 6F	29
Marion Public Schools	928	Ellsworth Community Schools	278
Martin Public Schools	917	Elm River Township School	50
Mason County Eastern School District ..	696	Excelsior Township School District 1 ...	56
McBain Rural Agricultural School Dist. .	735	Falmouth Elementary School District ...	100
Mendon Community School District	908	Ferry Community School District	194
Mesick Consolidated School District	775	Fredonia Township School District 2 ...	20
Mid Peninsula School District	561	Freesoil Community School District	224
Mio Au Sable Schools	892	Ganges Township School District 4	38
Morrice Area Schools	978	Grant Township Schools	27
North Adams Public Schools	767	Green Lake Township School Dist. 1F ..	63
North Central Area Schools	857	Hagar Township School District 6	71
North Dickinson County School District	639	Ionia Township School District 2F	73
North Huron School District	666	Ionia Township School District 5	38
Norway Vulcan Area Schools	953	Leland Public School District	321
Onkema Consolidated Schools	751	Les Cheneaux Community School Dist. .	463
Peck Community School District	865	Littlefield Public School District	455
Pellston Public School District	866	Mackinac Island Public Schools	136
Pewamo Westphalia Comm. Sch. Dist. .	970	Mackinaw City Public Schools	256
Pittsford Area Schools	833	Marenisco School District	148
Potterville Public Schools	939	Mar-Lee Consolidated Schools	310
Rapid River Public Schools	737	Marquette Township School District	244
Sand Creek Community Schools	989	Mathias Township School District	154
Saugatuck Public Schools	742	Moran Township School District	197
Schoolcraft Community Schools	923	Northport Public School District	298
Suttons Bay Public School District	757	Nottawa Community Schools	147
Tekonsha Community Schools	860	Oneida Township School District 3	13
Vestaburg Community Schools	929	Orleans Township School District 10 ...	28
Wakefield Township School District	720	Orleans Township School District 9	24
Waldron Area Schools	585	Osceola Township School District	425
Webberville Community Schools	852	Owendale Gagetown Area School District	468
		Palo Community School District	169
GROUP N (Below 500) See Page 42		Pentwater Public School District	324
Alba Public School	215	Pickford Public Schools	433
Arvon Township School District	78	Pineview School District	100
Autrain Township School	136	Port Austin Public Schools	328
Bangor Township School District 8	23	Port Hope Community Schools	209
Beaver Island Community Schools	54	Posen Consolidated School District	479
Bergland Community School District ...	240	Powell Township School District	128
Berlin Township School District 3F	49	Red School	27
Berlin Township School District 5F	11	Republic Michigamme Schools	486
Bessemer Township School District	215	Rock River Limestone School District 7	450
Big Jackson School District	64	Roxand Township School District 12 ...	24
Bloomfield Township School District 4 .	17	Sheridan Township School District 5 ...	28
Bloomfield Township School Dist. 7F ...	25	Sigel Township School District 3	31
Bois Blanc Pines School District	6	Sigel Township School District 4	35

Sigel Township School District 6	32	Walkerville Rural Community Sch. Dist..	443
Sodus Township School District 5	65	Watersmeet Township School District ..	227
St. Ignace Township School District	129	Wells Township School District	65
Stanton Township School District	165	White Pine School District	487
Vanderbilt Area School	412	Whitefish Schools	113
Verona Township School District 1F	45	Wolverine Community School District...	426

**MAP: Geographical Distribution of
Sample School Districts Groups B-G-M**



TABULATION FORM

DISTRICT: _____ GROUP: _____

LOCATION: _____
(county) (region)POPULATION: _____
(district size)NOTES:

Leadership:

☐ Shared Chair
☐ Alternate Chair
☐ Majority Chair
☐ Elected Chair

Support:

☐ Budget
☐ Clerical
☐ Supplies
☐ Other

Authority:

☐ Advisory
☐ Final authority
☐ Appoint subcommittees
☐ Formal action (vote)
☐ Informal action (discussion)

Related Contract Provisions:**1. Departmental Chairpersons**

(Article, Section, Page)

2. Innovative and Experimental Programs

(Article, Section, Page)

3. Board Rights and Responsibilities

(Article, Section, Page)

DISTRICT: _____

Location: _____ (county) _____ (Univserv)

Population: _____ (district size) _____ (# teachers)

History of Bargaining: _____ (1st contract) _____ (# contracts) _____ L
 _____ S

Salary Information: _____ (beginning)
 _____ (middle)
 _____ (top)
 _____ (average) _____ H
 _____ L

Joint Instructional Council Provisions:
 _____ (first JIC provision)
 _____ (# contract)

Description of provision:

Notes for Hypotheses:

1/	2/
3/	4/

BIBLIOGRAPHY

BIBLIOGRAPHY

- Ackerly, R. L., & Johnson, W. S. Critical issues in negotiations legislation. NASSP Bulletin, 1969.
- Alfonso, R. Collective negotiation in curriculum and instruction. Negotiation Research Digest, May, 1969.
- American Association of School Administrators. Roles, responsibilities, and relationships of the school board, superintendent, and staff. Washington, D. C.: 1963.
- Ashby, L. W., McGinnis, J. E., & Persing, T. E. What is negotiable? Common sense in negotiations in public education. Danville, Illinois: The Interstate Printers and Publishers, Inc., 1972.
- Association for Supervision and Curriculum Development. ASCD resolution. 22nd Annual Conference, Dallas, Texas, March 1967. In Bishop, L.J. Collective negotiation in curriculum and instruction: questions and concerns. Washington, D. C.: 1967.
- Barnard, C. I. The functions of the executive. Cambridge, Massachusetts: Harvard University Press, 1938.
- Bennion, J. W. Curriculum administrators and negotiations. Educational Leadership, January 1969, 349.
- Bridges, E. M. A model for shared decision making in the school principalship. Educational Administration Quarterly, Winter 1967, III 1, 51.
- Bulletin 1011. Analysis of Michigan public school revenues and expenditures. Lansing: Michigan Department of Education, 1978.
- Burket, C. A. The relationship between teacher morale and democratic school administration. Unpublished doctoral dissertation, University of Pittsburgh, 1965.
- Campbell, R. F., Corbally, J. E., & Ramseyer, J. A. Introduction to educational administration, 3rd edition. Boston: Allyn & Bacon, Inc., 1966.
- Cheng, C. W. Altering collective bargaining. New York: Praeger Publishers, 1976.
- Coch, L., & French, J. R. Overcoming resistance to change. Human Relations, 1948, I, 4.

Cogan, C. There is no limit... In Epstein, B. What is negotiable? Washington, D. C.: NASSP, NEA, 1969.

Corey, A. F. Responsibility of the organized profession for improvement of instruction. Pennsylvania School Journal, May 1968, 116, 514.

Edwards, H. The emerging duty to bargain in the public sector. Michigan Law Review, April, 1973, 71.

Elkouri, F., & Elkouri, E. A. Standards for interpreting contract language. How arbitration works, 3rd edition. Washington, D. C.: Bureau of National Affairs, 1973.

Epstein, B. What is negotiable? Washington, D. C.: NASSP, NEA, 1969.

Hecker, S., et al. Survey of selected provisions from 480 teacher school board agreements, 1968-69. Research Report MR-26, 1968-69. East Lansing: Michigan Education Association, 1969.

Homes, M. J. The K-12 curriculum director in Michigan: his characteristics and his self-perceptions of leader behavior with respect to staff development. Unpublished doctoral dissertation, Michigan State University, 1971.

Hottleman, G. D. Negotiations in curriculum and instruction: another step up on the professional ladder. Negotiating for professionalization. Washington, D. C.: National Commission on Teacher Education and Professional Standards, NEA, 1970.

Hough, W. M. Better curriculum through negotiation? Educational Leadership, March 1969, 26, 534.

Howlett, R. G. Address to Federal Mediation and Conciliation Service, Atlanta, Georgia, January 23, 1969. In Negotiating for professionalization. Washington, D. C.: National Commission on Teacher Education and Professional Standards, NEA, 1970.

Indiana Public Employee Relations Act (IC 20, Sec. 1, 1973).

Jackson, S. Shared curriculum decision making and professional negotiations. NEA. Bethesda, Maryland: ERIC Document Reproduction Service, ED 083 731, April 1974.

James, T. The states struggle to define scope of teacher bargaining. Phi Delta Kappan, October 1975, 57, 2, 94-95.

Johansen, J. H. The relationship between teachers' perceptions of influence in local curriculum decision-making and curriculum implementation. Journal of Educational Research, October 1967, 61, 2, 81.

Johnson, E. D. An analysis of factors related to teacher satisfaction-dissatisfaction. Unpublished doctoral dissertation, Auburn University, 1967.

- Kaczka, E., & Kirk, R. Managerial climate, work groups, and organizational performance. Administrative Science Quarterly, Fall 1967.
- Kay, W. F. The need for limitations upon the scope of negotiations in public education. Journal of Law and Education, January 1973, 2, 1, 155-75.
- Kornbluh, H. Bargaining the goals of education and teachers. Changing education (AFT), Fall 1973, 22-25.
- Lambert, S. Report on negotiations legislation. In Readings in public school collective bargaining. Washington, D. C.: Educational Service Bureau, Inc.
- Lieberman, M. A new look at the scope of negotiations. School management, Dec. 12, 1972, 8.
- Likert, R. New patterns of management. New York: McGraw-Hill, 1961.
- Litchfield, E. H. Notes on a general theory of administration. Administrative Science Quarterly, June 1956, 1, 1, 3-29.
- Livingston, F. R., & Wollett, D. H. NEA attorneys urge that New Jersey commission recognize differences between public and private sectors. Washington, D. C.: BNA, May 1, 1967, No. 190, GERR E-1.
- McDonnel, L., & Pascal, A. Organized teachers in American schools. Report prepared for the National Institute of Education, R-2407-NIE. Santa Monica, California: Rand, February 1979.
- McGregor, D. In Trewatha, R. L. & Newport, M. G. Management functions and behavior. Dallas, Texas: Business Publications, Inc., 1976.
- Metzler, J. The need for limitation upon the scope of negotiations in public education, I. Journal of Law and Education, January 1973, 2, 1, 139-140.
- Michigan Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended: Sec. 11 (423.211) Exclusive Bargaining Representatives, Rights of Individual Employees; Sec. 15 (423.215) Collective Bargaining Duty of Employer, What Constitutes Bargaining.
- Michigan teacher bargaining units. East Lansing: Michigan Education Association, November 1978.
- Miller, W. C., & Newbury, D. N. Teacher negotiations: a guide for bargaining teams. West Nyack, New York: Parker Publishing Company, Inc., 1970.
- Minnesota Public Employees Relations Act of 1971 (MSA, Ch. 33, 179.61).
- Montana Public Employment Relations Act (Title 39, Ch. 31, Parts 1-4, MCA 1973).

Mount Morris Education Association. Case No. 13414, April 22, 1969.
Reported in Government Employees' Relations Report, No. 269, May
12, 1969, B5-6.

National Association of Shawnee Mission, Inc. v. Board of Education of
Shawnee Mission Unified School Board, No. 512-48462; December 1971.

Negotiations Notebook. East Lansing: Michigan Education Association,
1979-80.

Noble, K. R. Perceived areas of influence of joint curriculum commit-
tees established in selected teacher contracts. Unpublished doc-
toral dissertation, Michigan State University, 1971.

North Dearborn Heights School District and Local 1439, North Dearborn
Heights Federation of Teachers, C66 E-46, 1965-66 Labor Opinions,
Michigan Labor Mediation Board, 445.

Ohlendorf, K. H. Negotiating for instruction in Michigan. Negotiating
for professionalization. Washington, D. C.: National Commission
on Teacher Education and Professional Standards, NEA, 1970.

Owens, R. G. Organizational behavior in schools. Englewood Cliffs,
New Jersey: Prentice-Hall, Inc., 1970.

Pegnetter, R. Lecture. LIR 841, Collective Bargaining in Public Em-
ployment. East Lansing: Michigan State University, Summer, 1979.

Peltier, G. L. Teacher participation in curriculum revision: a his-
torical case study. History of Education Quarterly, Summer 1967,
7, 215.

Pennsylvania Labor Relations Board v. State College Area School District
Case No. PERA-C-929-C, October 1971.

Redmond, L. A comparison of teachers' perceptions of curriculum devel-
opment in selected districts with and without curriculum councils.
Unpublished doctoral dissertation, Michigan State University, 1969.

Salz, A. Policy making under decentralization: the role of collective
bargaining at the local level. The Urban Review, June 1969.

School District of Seward Education Association v. School District of
Seward, 199 N W2d, 752; 1972.

Shils, E. B., & Whittier, C. T. Teachers, administrators, and collec-
tive bargaining. New York: Thomas Y. Crowell Company, 1968.

Simons, H. A. Administrative behavior: a study of decision-making
processes in administrative organization. New York: The Mac-
millan Company, 1945.

- Sperling, J. G. Collective bargaining and the teaching-learning process. AFT Quest Paper on Collective Bargaining and the Teaching-Learning Process, 1970.
- Steele, M. H. Has collective bargaining contributed to instructional improvement in Michigan schools? Unpublished doctoral dissertation Michigan State University, 1969.
- Steele, M. Recommendations for instructional provisions related directly to research. Unpublished paper prepared for Michigan Education Association, May 1969.
- Stoops, E., & Rafferty, M. L. Practices and trends in school administration. Boston: Ginn and Co., 1961.
- Taft-Hartley Act of 1947 (Sec. 8--d) 29 USC 141; June 23, 1947.
- U. S. Department of Labor. Labor-Management Services Administration. Summary of public sector labor relations policies. 1979.
- van Geel, T. Authority to control the school program. Lexington, Massachusetts: Lexington Books, D. C. Heath & Company, 1976.
- Wellington, H. H. In Lieberman, M. A new look at the scope of negotiations. School Management. December 12, 1972, 8.
- West, A. We take the position... In Epstein, B. What is negotiable? Washington, D. C.: NASSP, NEA, 1969.
- Wildman, W. A. What's negotiable? American School Board Journal, November 1967, 155, 7-10.
- Williams, R. C. An academic alternative to collective negotiations. Phi Delta Kappan, June 1968, 49, 10, 571.
- Young, W. F. Curriculum negotiations: present status; future trends. Educational Leadership, January 1969, 26, 314-23.
- Ziemer, R. H., & Thompson, A. G. Impact of collective bargaining on curriculum-instruction. Report No. 1975-2. National School Boards Association (NSBA), 1975.