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A Study of the Unionization of School Principals in Chicago and Detroit from 1961-1981

Kenneth F. Misquitta
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A STUDY OF THE UNIONIZATION OF SCHOOL PRINCIPALS
IN CHICAGO AND DETROIT FROM
1961-1981

by

Kenneth F. Misquitta, S.J.

A Dissertation Submitted to the Faculty of the Graduate School
of Loyola University of Chicago in Partial Fulfillment
of the Requirements for the Degree of
Doctor of Philosophy

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1983

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Heartfelt gratitude to the Jesuits who have for the last 20 years nourished the mind and heart of the author, thus enabling him to better meet the rigorous demands of the Ph.D. degree.

Finally, and most importantly, the author thanks God for having provided sufficient health, wisdom and willpower necessary for the completion of this dissertation.

VITA

Kenneth F. Misquitta, S.J., was born on October 28, 1944, in Bombay, India.

He obtained his primary and secondary education in Catholic schools in Bombay, Poona, and Nagpur, India. He graduated from St. Francis de Sales High School, Nagpur, in December, 1961. In June, 1962, he joined the Society of Jesus (the Jesuits) to study for the priesthood.

In June, 1968, he received his Bachelor's and Licentiate degree in Philosophy (equivalent to a Master of Arts degree) at De Nobili College, Poona, which college is affiliated to the Pontifical Athenaeum at Rome. He entered the University of Poona in June, 1968, and graduated with a Master of Arts degree in English in June, 1970. Thereafter he studied for a Bachelor of Arts degree in Education at the same University, and graduated from there in June, 1972, ranking first among 250 students. In June, 1974, he received the Master of Education degree at the University of Poona.

The author began his teaching career at Loyola High School, Poona, India, in June, 1970, and continued until June, 1972, when he stopped to pursue his theological studies in direct preparation for the priesthood. He resumed teaching at the same school in June, 1975. He became principal at Loyola in June, 1976, and remained in

this capacity until June, 1978. He has attended Loyola University of Chicago, Illinois, since September, 1978. From September, 1979 to June, 1980, he did his internship at School District 75, Mundelein, Illinois, at which time he was administrative assistant to the school superintendent. And from September, 1980 to April, 1981, he held an assistantship in the department of Educational Administration and Supervision at Loyola University of Chicago.

The author was ordained a Jesuit priest on May 10, 1975. He has been a member of Phi Delta Kappa (a professional fraternity in education), since February, 1979.

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CHAPTER I

GENERAL INTRODUCTION

Introduction

The historical development of the labor movement in America has been sporadic, and has depended on a variety of factors, such as the civil war, the industrial boom, the world wars, strong leadership exercised by union leaders, enabling legislation from government, the depression, recessions, etc. However, in the last 30 years, unions and strikes have become increasingly prevalent concepts.

Unions began with the skilled workers who had some trade to offer. They then spread to the unskilled worker. Down the years unions have been regarded as the prerogative and the security of the blue-collar worker. The mid-twentieth century has, however, witnessed a change. "The majority of union members now are 'gray collar,' white collar, and professional workers who perform services. It is a group that has been steadily expanding since the 1950s."¹ Since that time, employees in almost every branch of work have sought to protect their rights by organizing themselves into groups and associations, and eventually unions. The educational profession has not been left unscathed by this "fashionable" trend.

Although the nation's first comparatively stable union was

¹Alvin Schwartz, The Unions (New York: Viking Press, 1972), p. 29.

organized in 1794 by the cordwainers, or shoe-makers, who called themselves the Federal Society of Journeymen Cordwainers,² the first beginnings of the collective negotiations movement in public education can only be traced to the year 1960,³ approximately 175 years later. However, the recency of the association of public school educators with the labor movement should not be misconstrued as implying that there were no organizations in public education prior to 1960. As a matter of fact, the first teachers' organizations in the United States began in the middle of the nineteenth century. By 1910, with the exception of Delaware and Tennessee, every state and territory had its own state or territorial organization.⁴ And historical evidence reveals that teachers' associations and unions have been progressively multiplying, especially since the 1950s.⁵

Although the teachers were the first to take the initiative in the field of education, presently there are various kinds of unions in the school systems of the country. School administrators and supervisors seem to have entered the field in the late 1960s. This phenomenon has been growing at a tremendous rate during the last

²Ibid., p. 37.

³Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally and Company, 1966), p. 35.

⁴Charles R. Perry and Wesley A. Wildman, The Impact of Negotiations in Public Education: The Evidence from the Schools (Washington: Charles A. Jones Publishing Company, 1970), p. 3.

⁵Casimir J. Kotowski, "Urban Community College Unionism: A Descriptive Survey and Case-Study of the American Federation of Teachers, Local 1600, City College Division," Ed.D. Dissertation, Loyola University, 1980, p. 124.

decade. Howard Karlitz tells us that "There is a growing trend in the American public educational system for middle management personnel to unionize and enter into collective negotiations with school authorities at the next higher level."⁶

Statistics sometimes speak volumes. Here is a statistic recorded in 1976 by Edwin Bridges and Bruce Cooper, as the result of a nationwide survey: "Prior to 1970, few such (administrative bargaining) units existed in this country; almost seven years later, approximately 1,275 units are sitting on the opposite side of the bargaining table from boards of education."⁷ In 1979, Bruce Cooper made a replication of his 1975 survey. This is what he had to say: "By 1979, 1,727 enabled and 111 voluntarily recognized units were bargaining, a total of 1,838, and a 67% increase over the 1975 total of 1,100."⁸

It seems to be evident, then, that the inclination of school administrators and supervisors towards unionization has been gathering momentum. This growth of unions among school middle management seems to be following a pattern akin to the growth of the teachers' unions in the 1960s. And anyone who believes in the value of prognostication cannot but help ask whether this trend is likely to continue through the 1980s and beyond.

⁶Howard Karlitz, "Unionization of Educational Administrators in the USA," International Review of Education, Vol. 25, No. 1, 1979, p. 95.

⁷Edwin M. Bridges and Bruce S. Cooper, "Collective Bargaining for School Administrators: A Significant Development in the Field of Labor Relations," Thrust for Educational Leadership, Vol. 6, No. 4, 1977, p. 25.

⁸Bruce S. Cooper, "Collective Bargaining for School Administrators Four Years Later," Phi Delta Kappan, October 1979, p. 130.

Statement of Purpose

The purpose of this study is to trace and analyze the growth and transformation of the principals' organizations in Chicago and Detroit, specifically the periods immediately prior to, and after their changing from the status of "professional association" to that of "union." The emphasis of these two case-studies will be the comparison of the metamorphosis of these organizations, as well as the comparison within each organization, including the identification of similarities and differences that existed during the periods when the organizations held their different statuses.

Research Issues

In order to pursue this study concretely, the following issues were specifically investigated:

1. What factors contributed to the metamorphosis of the two principals' organizations from being mere "clubs" or "professional associations" to becoming "unions?"
2. What differences in bargaining power, if any, exist between the Chicago and Detroit principals' organizations?
3. To what extent has bargaining legislation influenced the differences between the organizations in Chicago and Detroit?
4. What have been the problems experienced by those who have been actively involved in the formation of the unions?
5. How has unionization benefitted the principals, if at all it has?
6. To what extent does the word "union" fit the organizations

of the Chicago Principals Association and the Organization of School Administrators and Supervisors?

7. How does the growth and development of the organizations of the Chicago Principals Association and the Organization of the School Administrators and Supervisors compare with a theoretical model of organizational development of unions in general?
8. Have there been any consequences of the unionization of principals in Chicago and Detroit for their respective board members and what are the viewpoints of the latter with regard to the future development of these principals' unions?

Significance

Middle management level unions, especially in the realm of public education, is a phenomenon which seems to have gone somewhat unrecognized in formal literature. Very few writers have devoted themselves to addressing this issue, pressing as it is, with any thoroughness and detail. Most of the present-day knowledge about middle management unions comes from articles in journals and periodicals, and from doctoral dissertations. To the writer's knowledge, not a single book has as yet been published which has expressly addressed this issue. It is hoped that this research will be one more step towards bridging this information gap.

Education has become increasingly more expensive in recent years. "Special education" and inflation have had their effects on the budget. Declining enrollments have added to the miseries of the school systems.

Recent federal cuts during the Reagan administration are leaving their impact on the educational field. It is no wonder, then, that educators are getting more and more frustrated.

To make matters worse, there is many an instance when after spending the statutory years at a grade school, a child emerges without having mastered the rudimentary skills of reading and writing. The result has been an infuriation on the part of the community, which feels that their taxes are being spent uselessly. Teachers, administrators and supervisors, custodians and other employees of the public school system are being paid high salaries and yet are not producing the expected results!

In the midst of this lack of funds with which to finance education, the need for expanding budgets with the present educational set-up, school employees are still asking for higher wages and improved working conditions. Their strength lies in their solidarity and in their potential for bargaining across the table with their Boards of Education. Worker militancy is now the name of the game.

What is interesting to note about this particular situation is that whereas more money is needed for so many different and worthy causes in education, including the higher salaries of employees, to a certain extent less money is available for these very employees because of the expenditure that is involved in the very process of collective bargaining. Myron Lieberman, formerly a very staunch advocate of unionism in education, and who seems to have suffered a change of heart during the last two years, quoted figures with regard to the costs of bargaining on the basis of a recent study of the Modesto

school system. Altogether, that system has about 3,600 teachers and classified employees. And "from 1 May 1979 to 30 September 1980, the costs of bargaining were nearly \$600,000 - even though the parties reached no contract during this period."¹⁰

Apart from the financial considerations that must weigh upon the minds of school authorities and communities likewise, there are the social consequences of unionism. The two principal weapons of unions are the withholding of services and strikes. What effects do such activities have on the children, and on the community? Who can gauge the extent of damage that such publicity does to the image of the community, and to the cause of education?

To illustrate the magnitude of the problem, here are some figures: in less than three school months, from late August to October 31, 1980, a total of 139 teacher strikes were recorded; and 65 of these strikes occurred in six states which have educator bargaining laws which expressly prohibit strikes!¹¹ At the time of this writing, no information has been available on the number of administrator strikes in the country. Since the relatively fewer numbers of administrators would render such behavior extremely risky for the administrators themselves, this absence of strikes is not surprising. A handful of administrators would decide to go on strike would merely be replaced with newly hired personnel.

¹⁰ Myron Lieberman, "Teacher Bargaining: An Autopsy," Phi Delta Kappan, December 1981, p. 234.

¹¹ Doris Ross, ed., "Collective Bargaining: Strikes and Arbitration," Issuegram, June 1981, p. 2.

However, in a union which has a large membership, the strike strategy carries much weight. The Organization of School Administrators and Supervisors in Detroit is an example of such strength. Michigan State has bargaining statutes, but prohibits strikes. Because the Detroit Board of Education refused to renew with the OSAS their contract, which expired on June 30, 1980, and because strikes are illegal in Michigan, the OSAS voted to "take what they called a 'work action - extended sick-out ... to pressure the Board of Education into signing a contract.'"¹² As things turned out, the principals and other administrators and supervisors went on a sick-out for a total of four and a half days before a settlement was reached.¹³ When the approximately 1,300 middle management personnel did not report for work, the smooth functioning of the Detroit schools was badly affected. More so, because on one of the sick-out days, a standardized proficiency test had been scheduled for the students. The absence of the administrators and supervisors caused a great deal of confusion, and consequently aroused the concern of the Detroit Board of Education.

Collective bargaining and unionism are significant matters for research, since it seems evident that such activity is on the upsurge. Whatever the financial plight of the respective school system, employees still want to protect their own positions and ensure their rights and privileges. Is this trend going to continue to spread like

¹² Don Tschirhart and Chester Bulgier, "Firings Threatened for School Sick-Out," The Detroit News, January 23, 1981, p. 2 B.

¹³ Steve Konicki and Kate DeSmet, "School Administrators Gain Tentative Pact, End Sick-Out," The Detroit News, January 30, 1981, p. 3.

wildfire, as it has in the past few years? What are the causes that lead to the employees becoming pro-union? Superintendents and boards of education need to be forewarned so that they can be prepared to meet the situation when it does present itself in their own districts.

In particular, superintendents and boards need to know where they stand with regard to their school principals and other middle management personnel. If unionism among school principals and other school administrators and supervisors is going to proliferate along the same lines as teacher unionism, then the face of education has to be changing.

If school authorities want to forestall or prevent the further spread of unionism, it behooves them to understand what are the factors that promote such employee activity. Unions very often have developed from simple, innocent professional associations or organizations. In the beginning, members of such groups meet for social purposes. What is responsible for the transformation of these innocent, good-willed clubs and associations into active unions? Furthermore, are these instances of transformation indicative of a trend towards unionization of management level personnel of the majority of school systems, especially the larger ones, and maybe even of other types of professional and educational organizations?

Apart from the value of such a study to superintendents and boards of education elsewhere in the country, the information is of no little consequence to school principals and other middle management personnel themselves. Many may be considering developing their associations into collective bargaining units, but are unsure of the

steps required. If there is some truth to the cliché that we learn from the experiences and mistakes of others, then that truth is applicable here, too.

A study of two of the largest school principals' organizations in the country should help to better understand this new phenomenon in schools. The cities of Chicago and Detroit were selected for this study because they are both large and urban, and have features and problems that seem to be comparable.

A case study of the unionization of school administrators and supervisors in the city of New York has already been done.¹⁴ The CSA (from 1962-1971, it was called the Council of Supervisory Associations, and from 1971 onwards, it has been the Council of Supervisors and Administrators), is Local 1 of the American Federation of School Administrators (AFSA), which association is affiliated to the American Federation of Labor - Congress of Industrial Organizations (AFL-CIO). The Chicago Principals Association is Local 2 of the same federation, and therefore likewise affiliated to the AFL-CIO. And were it not for certain circumstances, Chicago may have even had the privileged status of being Local 1.¹⁵ Locals of such status can be expected to become trend-setters for the rest of the country. The United Federation of Teachers (UFT) in New York City has certainly proved to be a

¹⁴Betty Ostroff, "The Metamorphosis of a Professional Association Into a Union: A Study of Pressures, Constraints and Actions as They Worked to Effect Change in the Council of Supervisory Associations of New York City," Ph.D. Dissertation, New York University, 1972.

¹⁵Thomas Burke, former President, CPA, Interview held at Robert Konen's home, September 16, 1981.

trend-setter. The Chicago Teachers' Union (CTU) has not lagged far behind. Numerous other teacher unions over the nation have followed in the footsteps of these two unions. It is not unreasonable, then, to assume that the same pattern is likely to emerge in the case of school principals. It therefore seems worthwhile to study the situation in Chicago.

With regard to Detroit, although a union city, with the backing of state laws and a history of work stoppage, the affiliation of their school administrators' association to AFSA came at a later date, and hence it is Local 28 of that same federation. This study should reveal why that happened. However, its strength and power, both in numbers and action, seem to make a study of it significant. In a letter to the author, Peter O'Brien, currently President of AFSA, wrote: "My advice to you would be to study the unionization of school principals in Detroit. There are many facets in Detroit which would make such a study interesting."¹⁶

Of special interest was the comparison and contrast of the cities of Chicago and Detroit. Although the cities are similar in various ways - size of the school systems, problems in integration and desegregation, urban features, are some instances - have their principals' associations developed along the same lines? From an historical perspective, is it possible to attribute certain causes to the parity or disparity of their organizations' development?

¹⁶Letter of Peter O'Brien, President, AFSA, AFL-CIO, April 30, 1981.

Definition of Terms

Agency Shop: See under "Union Security Agreements."

Bargaining: "The give-and-take that occurs when two or more inter-dependent parties experience a conflict of interest."¹⁷

Club: "A group of persons associated for a common purpose."¹⁸

Collective Bargaining: "The practice by which employers and employees in conference, from time to time, agree upon the terms under which labor shall be performed."¹⁹

Collective Negotiations: "A process whereby employees as a group and their employers make offers and counter-offers in good faith on the conditions of their employment relationship for the purpose of reaching a mutually acceptable agreement."²⁰

¹⁷Samuel B. Bacharach and Edward J. Lawler, Power and Politics in Organizations (San Francisco: Jossey-Bass Publishers, 1980), p. 108.

¹⁸The Merriam-Webster Dictionary, 21st printing (New York: G. and C. Merriam Company, 1974), p. 145.

¹⁹Neil W. Chamberlain and James W. Kuhn, Collective Bargaining (New York: McGraw-Hill Book Company, 1965), 2nd ed., pp. 1-2.

²⁰Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally and Company, 1966), p. 1.

In their book, the authors point out the differences in the usage of terminology by various affiliations. Collective negotiations, collective bargaining and professional negotiations are three terms often used to convey the same ideas.

For example, the members of the National Education Association prefer to speak in terms of "professional negotiations," whilst members of the American Federation of Teachers advocate explicit "collective bargaining." Although this may only be a case of semantics, the nuance that the NEA wishes to project is that they want to dissociate themselves from the labor movement because they are "professionals." In practice, however, it is hard, if not impossible to distinguish between the processes that the three terms imply. So, in this study, the terms will be used interchangeably.

Labor Union: "A labor union is an organization of workers who are associated for the purpose of improving their salary, benefits and working conditions by means of collectively bargaining or negotiating with their employers or with management and if necessary to attain the union's specific goals by engaging in action which is designed to coerce the employer to grant concessions and demands."²¹

Manager: One who formulates, determines, and implements (school district) policies.

Middle Management in Schools: (This is used synonymously with "school administrators and supervisors.") All school administrative and supervisory personnel below the rank of regional superintendent.²²

Organization: A group of people with an administrative structure whose aim it is to further the interests of the individual members.

Professional Association: An organization of persons who have a profession in common, and who associate with certain common goals in view.

For a fuller treatment of this terminology, see Lieberman and Moskow, pp. 1-12. In general, "collective bargaining" has the implication of meeting to sort out "bread and butter" issues; whereas "professional negotiations" involves a "much broader range of teacher concerns."

²¹ Francis Robert Hronicek, "The Historical Development of Teachers' Unions in United States' Public Education (K-12)," Ed.D. Dissertation, St. Louis University, 1980, p. 6.

²² In Detroit, however, the OSAS has intended to include personnel from school department heads upwards, up to, but not including the rank of regional superintendent.

Strike: "A work stoppage to win concessions from an employer."²³

Union: "An organization of workers formed to advance its members' interests, especially in respect to wages and working conditions."²⁴ Or, "The recognized collective bargaining agent for a specific and delimited personnel group. It conducts all negotiations and welfare activities in their interest."²⁵

Union Security Agreements: "Agreements with management designed to maintain the strength of a local union. Since the law requires that a union represent everyone in its bargaining unit, even the minority who voted against it, labor leaders feel everyone should join or at least pay a fee for the services they receive. At one point unions were able to win a closed shop agreement under which an employer had to hire union members, but, when this was declared illegal, unions sought other arrangements. Four types of union security agreements currently are negotiated, varying with a union's bargaining power and an employer's strength:

A Union Shop: All employees in a bargaining unit must join the union after a specified period, usually thirty to ninety days.

Preferential Hiring: In adding employees, an employer must give preference to union members.

Maintenance of Membership: Workers may join a union or not. But those who join must remain members for the duration of the current contract. If they decide to drop their membership, they may do so only during a two-week period each year.

²³ Alvin Schwartz, The Unions (New York: Viking Press, 1972), p. 249.

²⁴ The Merriam-Webster Dictionary, 21st printing (New York: G. and C. Merriam Company, 1974), p. 751.

²⁵ Betty Ostroff, op.cit., p. 11.

An Agency Shop: Workers may join a union or not. But those who do not join must pay a monthly fee to reimburse the union for negotiating contracts, handling grievances, and other services."²⁶

Alvin Schwartz also defines:

An Open Shop: "Under this arrangement employees need not join unions nor pay service fees to keep their jobs."²⁷

Work Stoppage: "An interruption or disruption in the regularly scheduled instruction program by school employees for the purpose of inducing, influencing, or coercing an employer to change conditions of compensation or the rights, privileges or obligations of employment"²⁸

Use of Abbreviations

The following abbreviations were frequently used in this dissertation:

AFT: American Federation of Teachers

AFL-CIO: American Federation of Labor - Congress of Industrial Organizations

AFSA: American Federation of School Administrators

CPA: Chicago Principals' Association

CPC: Chicago Principals' Club

CSA: Council of Supervisors and Administrators; (formerly it was known as the Council of Supervisory Associations.)

²⁶ Alvin Schwartz, op.cit., p. 249.

²⁷ Ibid.

²⁸ The Administrative Team, "Work Stoppage and the Administrator," Compact, June 1972, p. 6.

CTU: Chicago Teachers' Union
DFAS: Detroit Federation of Administrators and Supervisors
DFT: Detroit Federation of Teachers
NCUSAS: National Council of Urban School Administrators and Supervisors
NEA: National Education Association
OSAS: Organization of School Administrators and Supervisors
SAC: School Administrators' Council
SASOC: School Administrators and Supervisors Organizing Committee
UFT: United Federation of Teachers

Limitations of the Study

This study has its own limitations. In the first place, it is restricted to the Chicago Principals' Association in Chicago, and to the Principals' Association in Detroit, until such time that the latter association merged with the Organization of School Administrators and Supervisors in Detroit. Other organizations enter into this study only insofar as they are related to these two, and to the extent that the other organizations have influenced or do influence these two.

The period of life of these principals' associations chosen for this study is limited to the twenty-one year span of 1961-1981 because it was during that time that the organizations underwent a more radical evolution than ever before. It was during those years that the organizations truly underwent a metamorphosis, as it were!

Nineteen hundred and eighty-one was chosen as one cut-off point, because in the interest of the organizations themselves, it would not

be prudent to make public through this study any information that is of its nature private to the membership. At the time of this writing, both organizations were going through the process of negotiations. It is only natural that they did not want their interests to be endangered in any way.

The fact that the writer is not a member of either of the principal associations has been both an advantage as well as a disadvantage. The perceived advantage is based on the sound principle that an impartial observer or recorder is likely to be more accurate in his observations and interpretations than one who is involved in an organization, and has its interest at heart.

On the other hand, the disadvantage lies in not being privy to a host of facts, and some of the internal politics that is inevitable in any organization, and which does not normally get recorded in the files of the organization. In many instances, however, this lack was supplanted by ex-members and ex-officials of the organizations, who never minced their words during the interviews.

One last limitation of this study, which is really a limitation of any kind of historical research: certain gaps in the informational stream seem to emerge, because people's memories have clouded over the years. Also certain years of the organizations' life seem to have suffered from an inadequacy of records or from poor filing. Fortunately, this situation reflects the earlier years of the organizations, and not so much the years 1961-1981, which years were set apart for in-depth study.

CHAPTER II

REVIEW OF RELATED LITERATURE

Collective bargaining and unionism made its first serious encroachments into the field of education in the early 1960s. Since then, publications on the subject, especially articles published in journals and periodicals, have flooded the educational literary scene. This chapter, however, is restricted to a brief description of the growth of unionism amongst school teachers and college faculty members as a background and prelude to the description and development of unionism amongst school principals, administrators and supervisors. Stress is laid on the causes of administrator unionism.

Rise of Teacher Unionism

Although the very first instance of a teacher fighting for his dues as an employee probably dates back to the year 1666, organized teacher militarism did not begin in the United States till the turn of the twentieth century. In 1666, Ezekiel Cheever, a teacher in Charleston, Massachusetts, frustrated by the ongoing state of disrepair of the school house and the invariable tardiness with which his salary was paid, audaciously spoke up at a town meeting and thus persuaded the authorities to accede to his demands.¹

¹ Marshal O. Donley, Power to the Teacher (Bloomington: Indiana University Press, 1976), pp. 3-4.

It was not till 1857 that the National Teachers Association was founded. Surprisingly, the organization initially consisted mainly of school superintendents and principals, and of college presidents and professors. Teachers were a small minority, and their "welfare" was not even a serious consideration. From this association, the National Education Association (NEA) emerged. The purpose of this latter organization was the advancement of education in the U.S. It was only in 1903 that the NEA formed a "Committee on Teachers' Salaries, Pensions and Tenure."² However, the committee remained largely ineffective. The membership of the NEA did not increase very rapidly in the 1910s and 1920s. But during the time of the depression the organization became very powerful, to the extent of lobbying politically for their own interests.³

The NEA's growth in membership was slow but steady in the beginning, but since the turn of the century, its growth has been phenomenal. In 1870, there were merely 170 members. By 1900, the membership had climbed to 2,332. In 1920, there were 52,850 members. And in 1930, that number had risen to 216,188. Following the second world war, the NEA experienced yet another surge in membership, and by 1950 there were 453,797 members. In 1960, the membership had once again jumped to 713,994, and in 1967, the NEA had crossed the one

²Francis R. Hronicek, "The Historical Development of Teachers' Unions in United States' Public Education (K-12)," Ph.D. Dissertation, St. Louis University, 1980, p. 48.

³Ibid.

million mark and numbered 1,028,456 members.⁴ Then, in 1970, the association stood at 1,100,000, and in 1974, it had reached 1,470,000.⁵ As of 1981, the NEA membership stands at 1.7 million, according to the most recent statistics available.⁶

In the meantime, another organization of teachers, the American Federation of Teachers (AFT), was growing very quickly and competing for members with the NEA. Lieberman and Moskow say that, "The organizational rivalry between the NEA and the AFT is perhaps the most important single factor underlying the rapid spread of collective negotiations."⁷

The AFT had its roots in the Chicago Teachers Federation which was established in 1897. The Chicago Teachers Federation was hesitant to affiliate with the American Federation of Labor (AFL), and so the privilege of being the first teachers' organization to join the AFL movement went to the teachers in San Antonio, Texas, who affiliated in 1902. It was not till 1916 that the Chicago Teachers Federation affiliated with the AFL, together with seven other locals from across

⁴William Jefferson Moore, "The Growth and Development of Teacher Union in the Public Schools: A Theoretical Interpretation," Ph.D. Dissertation, University of Texas, 1970, pp. 69, 212, 320.

⁵U.S. Department of Labor, Bureau of Labor Statistics, Directory of National Unions and Employee Associations, 1975 (Bulletin Number 1937, 1977). Quoted in Bruce S. Cooper, Collective Bargaining, Strikes, and Financial Costs in Public Education: A Comparative Review (Eugene, Oregon, 1982), p. 24.

⁶Charles W. Cheng, "Teacher Unions and the Power Structure," Phi Delta Kappa Fastback, No. 165, PDK Educational Foundation (Bloomington, Indiana, 1981), p. 17.

⁷Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally and Co., 1966), p. 58.

the nation. The Chicago local became No. 1, because of its size and vigor. Hence, Chicago is "frequently referred to as 'the birth place of teacher unionism.'"⁸

Starting with a modest membership of merely 3,000, the AFT rose to 10,000 members in 1920. Owing to fierce competition from the NEA, and opposition from school administrators, most of whom were NEA members, the AFT fell drastically in the 1920s. But by the end of the depression, their numbers jumped to almost 40,000 in 1940. And in 1960, the AFT became secure in its membership of approximately 60,000.⁹ And by 1968, the federation had expanded its membership to 154,986.¹⁰ Cooper tells us that in 1970 the AFT had mounted to 205,000, and by 1974, it had increased still further to 444,000.¹¹ And as of 1981, recent statistics put the number of AFT members at 580,000.¹²

Owing to the difficult times caused by inflation in the 1940s and 1950s, teachers began to employ the union tactic of strikes in order to obtain wage increases. Between 1942 and 1959, there were

⁸Ibid., p. 49.

⁹Casimir Kotowski, "Urban Community College Unionism: A Descriptive Survey and Case Study of the American Federation of Teachers, Local 1600, City Colleges Division," Ed.D. Dissertation, Loyola University of Chicago, 1980, pp. 124-125.

¹⁰William Jefferson Moore, op.cit., p. 269.

¹¹U.S. Department of Labor, Bureau of Labor Statistics, op.cit., p. 24.

¹²Charles W. Cheng, op.cit., p. 17.

"over one hundred strikes involving more than twenty-thousand teachers."¹³
 It soon became evident that the potential for increasing salaries and working privileges by means of unions and strikes was tremendous.

Probably the biggest breakthrough for teachers nationwide was the New York City Teachers strike in 1962, barely one year after the teachers had acquired exclusive bargaining rights. Immediately following that strike, there was a spurt in teacher union activity and strikes. One report describes the situation very succinctly:

The decade opened with only three teacher strikes in the 1960-61 school year and closed with the 180 strikes during the 1969-70 school year, making a total of 500 strikes during the 10-year period. More than half of a million teachers participated in the strikes and more than five million man-days of instruction were involved. During this same period 33 states and the District of Columbia experienced at least one teacher strike each.¹⁴

Research by two professors revealed that:

... among public employees there has been no group nearly as militant at its bargaining tactics as public school teachers. Prior to 1965, usually only a handful of teacher strikes occurred in any given year. Since that time, however, the number of teacher strikes has literally mushroomed until presently more than one hundred such strikes are witnessed annually across the United States.¹⁵

In 1972, Herrick Roth¹⁶ compared the growth of collective

¹³William V. Gabbert, "Opinions of Superintendents and Principals Toward Middle Management Union Conditions in the Schools of the State of Illinois," Ed.D. Dissertation, Northern Illinois University, 1982, p. 25.

¹⁴"The Administrative Team. Work Stoppages and the Administrator," Compact, June 1972, p. 6.

¹⁵Robert J. Thornton and Andrew R. Weintraub, "Public Employee Bargaining Laws and the Propensity to Strike: The Case of Public School Teachers," Journal of Collective Negotiations, Vol. 3(1), Winter 1974, p. 33.

¹⁶Herrick S. Roth, "Decade of Proof," Compact, June 1972, p. 13.

bargaining in educational systems during the 1960s with the 50 years prior to the 1960s. He perceived the growth to be so phenomenal that he referred to those ten years as a "decade of proof." For him the proof was so decisive that the facts warranted some conclusions. One conclusion was a prediction that the next ten years would witness even greater teacher unionism. A report compiled by the Education Commission of the States bears ample evidence to the accuracy of this prediction. From 1975 to 1979, there were 508 teacher strikes nationally, and in 1980 alone, from late August through October 31, 139 teacher strikes were recorded.¹⁷

College Faculty Unionism

Once collective bargaining and unionism invaded the sphere of public education, it was not long before the heretofore sacrosanct colleges were affected. In the early 1970s, unions in educational systems were becoming so common, that an entire issue of the periodical Compact was devoted to "Education and Unionism." The prominent role of negotiations was recognized by Wendell Pierce, Executive Director of Education Commission of the States. He wrote in the editorial to the special issue of Compact:

In postsecondary or higher education, faculty collective bargaining is a more recent phenomenon, but in the last four years it not only has gained momentum but gives every indication of changing from a largely regional to a national movement. In 1968 some 10,000 faculty members largely in community or junior colleges

¹⁷Doris Ross, (Research Director), Education Commission of the States, Denver, Colorado. Quoted from Bureau of National Affairs, Washington, D.C. in ECS Issuegram, June 1981, p. 2.

were involved in collective bargaining. By 1972 approximately 100,000 members have become involved. This ever-increasing number included not just community and junior colleges but four-year colleges and universities and several state systems. Private and religious oriented institutions are not exempted.¹⁸

Discussing higher education and collective bargaining in the same issue of Compact, Duryea and Fisk tell us that "While the phenomenon has very recent origins, largely within the last five years, it has gained a momentum which suggests that it is not only here to stay but will continue its rapid and dramatic growth."¹⁹

The National Center for the Study of Collective Bargaining in Higher Education reported in 1973 that professors were joining unions in ever increasing numbers. The report analyzed the situation concisely thus: "Just as the 1960s became a decade of student revolt, the 1970s appear to be developing into a period of faculty unrest and organization."²⁰ The report went on to depict the growth of union membership amongst college professors on two graphs. One graph showed that the number of institutions with bargaining units had increased from five in 1966 to 288 in 1978. The other graph dealt with the increase in faculty members in unions. Whereas there were only 2,600 in 1966, that number had escalated to 80,000 in 1973.²¹ Other

¹⁸Wendell H. Pierce, "Education and Unionism," Compact, June 1972, p. 2.

¹⁹E.D. Duryea and Robert S. Fisk, "Higher Education and Collective Bargaining," Compact, June 1972, p. 40.

²⁰"In More and More Colleges, Professors Join the Unions," U.S. News and World Report, September 10, 1973, p. 36.

²¹Ibid.

authors, like Ray Howe²² and Lynn William Lindeman,²³ have also described the phenomenal growth of unionism amongst faculty members in colleges.

What accounts for the recent attraction towards unionism on the part of professionals in the academic field who previously would not consider stooping down to such a level of activity which was considered befitting only of blue-collar workers? Lindeman²⁴ made a study of over 100 publications addressing the issue of collective bargaining in higher education and came up with these five primary reasons:

1. Inadequate compensation
2. Dissatisfaction with the faculty role in governance
3. The statutory right to bargain
4. Inept administration
5. Competition for members among the NEA, AFT, and AAUP.²⁵

Although the above five reasons were the most frequently cited to explain the interest of college professors in unionization, Lindeman herself admits that insufficient empirical research has been done in this area. Definitive conclusions would therefore seem to be hasty and unwarranted. One conclusion, however, seems to be evident: "Collective bargaining is growing, and, from all available indications,

²²Ray Howe, "A View from the Bridge," Compact, June 1972, pp. 21-23.

²³Lynn William Lindeman, "The Five Most Cited Reasons for Faculty Unionization," Intellect, November 1973, pp. 85-88.

²⁴Ibid.

²⁵The AAUP is the American Association of University Professors.

The NEA, AFT and AAUP are the three national organizations which have been vying with one another to draw faculty members into their fold and to gain faculty representation rights.

will continue to grow."²⁶

Growth of School Administrator Unionism

Collective bargaining and unionism amongst school principals and administrators, in general, is a relatively new and recent phenomenon which followed hot upon the heels of unionism amongst school teachers. A perusal of any history of public education in the United States, which emphasizes the role of the principal,²⁷ will reveal that the principal has traditionally enjoyed a very unique and enviable position both within the walls of the school building as well as within the community which he served. However, after the second world war and through the 1950s, so many changes came about in society, that the educational system and its organization was rocked considerably. One of the results of these environmental changes has been the transformation of relatively innocuous and basically professionally oriented teacher organizations into aggressive units seeking to obtain collective bargaining rights for themselves. Whereas previously school administrators often belonged to the same professional organizations as their teachers, the conflict of interests between the two parties began to become more manifest at the time of the annual budget preparation. Hence the teacher organizations gradually discouraged principals

²⁶ Lindeman, op.cit., p. 88.

²⁷ An excellent book of this kind is The Origin and Development of the Public School Principalship by Paul Revere Pierce (Chicago: University of Chicago Press, 1935).

and administrators from continuing membership with them.²⁸ Thus was initiated the alienation of principals from their staffs.

On the other hand, owing to the large size of school districts, especially in densely populated urban areas, the principals were separated from their school boards and higher echelon of administrators by several levels of organizational bureaucracy. Isolated from the central offices, the principals were slowly robbed of the aura of being part of the management and hierarchical authority. The result was that the principals found themselves to be in an unfamiliar, uncomfortable, and unenviable position somewhere in between the "management" and the teachers.

Bruce Cooper,²⁹ in an attempt to analyze the situation, and going on the assumption that in unity comes strength, described four possible affiliations open to principals and other mid-level school administrators: affiliation with the community, which was assuming great importance during the 1960s; affiliation with top management, by becoming an integral part of the management team; affiliation with teachers, if at all the teachers would still offer them representation at the bargaining table; and affiliation with their own colleagues in administrator unions. Cooper's conclusion was that the last option

²⁸Michael H. Moskow, "Teacher Organizations: An Analysis of the Issues," in Controversy in American Education, ed. by Harold Full (New York: MacMillan Co., 1967), pp. 339-342.

²⁹Bruce S. Cooper, "The Future of Middle Management in Education," in The Principal in Metropolitan Schools, ed. by Donald Erickson and Theodore Reller (Berkeley, California: McCutcheon Publishing Corporation, 1979), pp. 272-299.

was the best one open to the principals.

History has shown that that is precisely the path which most administrators in large, urban school districts have chosen for themselves. Emboldened and encouraged by the success that the teacher organizations were enjoying once they had gained collective bargaining rights, administrators set out to imitate them.

The account of the proliferation of administrator unions within a short period of time is fascinating. As Bridges and Cooper put it, "Administrator bargaining units have spread like a forest fire in a record breaking drought."³⁰ In the early 1960s, not a single union of administrators existed. At that time, from approximately 1961-1965, organizations of principals and administrators were still mustering their forces, and striving to obtain unity within their own troops so that they could present a strongly unified front to their respective boards of education.

Then, in 1965, middle management personnel in schools took definitive steps to emulate their school teachers, and suddenly they began to obtain recognition. In New York, on May 5, 1965, a "formal memorandum of agreement was signed by Walter Degnan as president of the CSA (Council of Supervisory Associations) and James B. Donovan, president of the Board of Education."³¹ On June 10, 1965, a Memorandum

³⁰ Edwin M. Bridges and Bruce S. Cooper, "Collective Bargaining for School Administrators: A Significant Development in the Field of Labor Relations," Thrust for Educational Leadership, Vol. 6, March 1977, p. 25.

³¹ Betty Ostroff, "The Metamorphosis of a Professional Association into a Union: A Study of Pressures, Constraints and Actions as They Worked to Effect Change in the Council of Supervisory Associations of New York City," Ph.D. Dissertation, New York University, 1972, p. 33.

of Understanding between the Chicago Principals Club and the Board of Education of the City of Chicago was adopted.³² In Detroit, although the struggle for recognition and an agreement began in 1964, owing to the division of the administrators into two organizations, the SAC and the DFAS, their goal was a longer time in coming. It was shortly after the administrators and supervisors amalgamated into one organization, the OSAS, that a recognition agreement was obtained on January 25, 1967.³³ On January 9, 1969, the principals in Philadelphia voted in favor of affiliation with the Brotherhood of Teamsters, but the affiliation never did become a reality. However, a written negotiated agreement with their board of education was "consummated and signed in September 1970."³⁴

Thus school administrators in one city after another went the way of unionization, till in the mid 1970s, the number of administrator unions was staggering. In 1977, William Knoester wrote, "A decade ago unions of administrators were virtually non-existent; in fact, the idea that principals would consider themselves anything other than management was simply preposterous."³⁵

³²Board Report #72960 of the Board Proceedings of the Chicago Board of Education, June 10, 1965, p. 2670.

³³Interim Recognition Agreement between the Detroit City Board of Education and the Organization of School Administrators and Supervisors.

³⁴Daniel J. McGinley and Bernard F. Rafferty, "It's Working in Philadelphia," National Elementary Principal, Vol. 53, November-December 1973, p. 27.

³⁵William P. Knoester, "Administrative Unionization: What Kind of Solution?" Phi Delta Kappan, Vol. 59, February 1978, p. 419.

Bruce Cooper has done pioneering work in the area of administrative unionization in public education. He has made nation-wide surveys by means of extensive interviewing of heads of state school boards, principals and teacher associations, and members of labor relations agencies. He also received help from the U.S. Bureau of Labor Statistics. His 1975 survey³⁶ showed that there were 1,100 administrator/supervisory unions in 23 states. Of these 23 states, 15 states had bargaining legislation which supported unions, and seven states and the District of Columbia had unions although unsupported by any legislation. That is to say, the local school boards had voluntarily granted recognition to the administrators and given them the privilege of negotiating. Usually, this happened either because of the power of organized labor already prevalent in the city or because some of the board of education members had unionistic leanings themselves.

Four years later, Cooper³⁷ replicated his survey of administrator unions. This time around (1979), there were 1,838 unions altogether. Six more states had legislation which enabled unions to bargain legally, but the number of states that permitted bargaining voluntarily remained constant at seven. However, the number of bargaining units in those seven voluntary states and the District of Columbia had almost tripled: from 45 in 1975, to 111 in 1979, (a 144% increase). The number of unions in states with enabling legislation, on the other

³⁶ Bruce S. Cooper, "Collective Bargaining for School Boards Four Years Later," Phi Delta Kappan, Vol. 61, October 1979, pp. 130-131.

³⁷ Ibid.

hand, had increased by 67%, from 1,055 in 1975 to 1,727 in 1979.

In March 1982, Dr. Cooper was contacted³⁸ to see if he had a more recent count of administrator unions in the States. The number he reported was 2,840, an astounding increase of 1,002 unions since the survey of 1979. Cooper added that now only 18 states had enabling bargaining legislation, but that there was almost 100% bargaining in each of those states.

Thus the prediction made by Cooper in 1975, "that laws and practice in education will lead school administrators in increasing numbers to form coalitions of supervisory personnel and to negotiate contacts collectively,"³⁹ has to a very great extent already come true.

What contributed significantly to the development of unionism amongst administrators was the establishment of two national organizations - the School Administrators and Supervisors Organizing Committee (SASOC), and the National Council of Urban School Administrators and Supervisors (NCUSAS). Cooper tells us about the common origin of these two organizations: "When in 1970, several large-city mid-administrator groups inquired about an affiliation with the AFL-CIO, George Meany requested that local leaders from New York and Chicago call a meeting of associates from other large cities. A meeting was held in New York which brought together leaders from the major cities,

³⁸ Bruce S. Cooper, Interview held by phone, Fordham University, New York - Chicago, March 25, 1982.

³⁹ Bruce S. Cooper, "Middle Management Unionization in Education," Administrator's Notebook, Vol. 23, February 1975, p. 4.

and NCUSAS was established."⁴⁰

Using the NCUSAS leadership as a vanguard team, the AFL-CIO formed an "organizing committee" of school administrators and supervisors, whence the acronym SASOC. The purpose of the "organizing committee" was an opportunity for the school administrators and supervisors to muster as much support as they could on a national level. The AFL-CIO, through SASOC, was really giving school administrative personnel permission to operate under their aegis. Should they be successful in three to five years, then the AFL-CIO would present them with a permanent charter.⁴¹ But even as SASOC, the administrators and supervisors organization would still be under the AFL-CIO umbrella, for even as an "organizing committee," they were given a temporary charter.

On April 22, 1971, President George Meany presented the AFL-CIO charter of the School Administrators and Supervisors Organizing Committee (SASOC), AFL-CIO, to representatives of SASOC's charter locals - New York, Chicago, San Francisco, and Washington, D.C. - and charged them with spearheading the drive to organize school administrators and supervisors throughout the nation.⁴²

The SASOC charter was a landmark in unionism, because it was of extreme significance to the AFL-CIO as well as to school administrators

⁴⁰ Ibid.

⁴¹ Samuel Dolnick, Interview, Chicago, April 5, 1982.

⁴² Walter J. Degnan, "Why School Administrators are Organizing," SASOC News, Vol. 1, No. 1, June 1972, p. 1.

Mr. Degnan was president of the School Administrators and Supervisors Organizing Committee, AFL-CIO, and also president of the Council of Supervisory Associations of the City of New York, Local 1, SASOC, AFL-CIO.

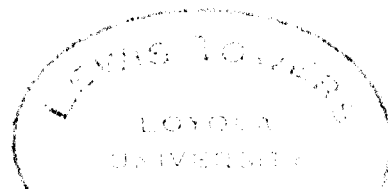
and supervisors all over the country. In the first place, the event was important to the AFL-CIO, because SASOC was "only the second organizing committee to be chartered since AFL and CIO merged in 1955."⁴³ But more importantly, the event signified a shift in the AFL-CIO's attention from blue-collar workers to white-collar workers. Heretofore, the AFL-CIO leadership had never wooed professionals to join their fold. In doing so, it was manifesting its determination and ability to keep pace with the transient nature of the times.

From the point of view of the SASOC members, the desire for affiliation was also noteworthy. School administrators and supervisors were not just any professionals. In the words of Alan Kistler, who was at that time Assistant Director of the Department of Organization, AFL-CIO, SASOC members were "'professionals among professionals.' Professionals themselves they direct professionals."⁴⁴ It is obvious that in identifying themselves with the AFL-CIO, school administrators and supervisors were being regarded as solidly pro labor unions. This marks a tremendous change in the attitudes of these professionals who by their actions were exploding the myth of incompatibility between professionalism and unionism.

As things turned out, the probationary period of the organization was successful beyond the expectations of both, the AFL-CIO as well as the SASOC leadership. Just five years after the provisional charter

⁴³ Alan Kistler, "The SASOC Charter: A Landmark in Unionism," SASOC News, Vol. 1, No. 1, June 1972, p. 2.

⁴⁴ Ibid.



was given to SASOC, 54 locals, mostly from the east coast, some from the mid-west and a few from California, comprising 10,000 school personnel altogether, had joined the union.⁴⁵ On July 7, 1976, the national union of administrators and supervisors received their new charter at their first national convention in New York City. Their new name was the American Federation of School Administrators (AFSA).⁴⁶ Unionism amongst school administrators was here to stay.

Since its inception in 1976, "AFSA has grown to a thriving international union which presently includes 72 locals from coast to coast."⁴⁷ Altogether, approximately 11,000 school administrators and supervisors from twelve states and the commonwealth of Puerto Rico are represented by AFSA.⁴⁸

Thus although off to a late start, unionism amongst school administrators seems to have its feet firmly planted in this country, and is gradually expanding its horizons.

Causes of Administrators Unionization

Many authors from 1965-1980 have advanced reasons for the phenomenon of unionization amongst school administrators and

⁴⁵"AFSA Holds First Convention, Adopts Constitution, Elects Officers," AFSA News, Vol. 1, No. 1, September 1976, p. 1.

⁴⁶Ibid.

⁴⁷Peter S. O'Brien, "Message from President O'Brien," American Federation of School Administrators (Brochure), AFL-CIO, New York, 1981, p. 3.

⁴⁸Ibid., p. 4.

supervisors. For the most part, their reasons are based on their own experiences and the literature found in the field, although a few of them have grounded their analysis on the results of surveys and questionnaires. In this section, some of the more prominent writers in the area of administrator unionization have been reviewed.

George Redfern, in an address to the AASA Convention in 1972, discussed the pros and cons of administrator unions and management teams. He said that, "It is essential to consider at the outset some of the reasons why school administrators may be tempted to entertain an idea of either joining a union or refraining from doing so."⁴⁹ He then went on to elaborate on some basic reasons for unionization. The first reason proffered was the "erosion of the 'right of access.'" Large, bureaucratic organizations, explains Redfern, tend to distance the lower-level administrators from the top-level administrators.⁵⁰ A communications gap often results. The administrators at the bottom of the totem pole feel cut-off from their superiors, who seem to make

⁴⁹George B. Redfern, "School Management: Administrator Union or Management Team?", Educational Resources Information Center, ED 061611, February 1972, p. 1.

⁵⁰See also Marianne Michels in "The Changing Role of the Principal as a Response to Teacher Unionism in Educational Organization," Thrust for Educational Leadership, Vol. 5, May 1976, pp. 23-25.

Michels points out the shift in the role of the principal now that the principal belongs to a management system, in the organization of which he is on the lowest level of the hierarchy of managers.

all the decisions by themselves.⁵¹

What has accentuated this feeling of being "left out," is that principals and other similar lower-level administrators were not invited to the collective bargaining table, where boards of education, top administrators and teachers met for negotiations. Since these low-level administrators were still considered part of management, there was no way they could negotiate with management themselves, because after all, "management can't bargain with itself," as so many top administrators and board of education members keep arguing. Thus, principals and their co-category colleagues came to be regarded as "middle managers." Whatever their designation, the state of affairs was frustrating.

The second reason advanced by Redfern is the working conditions for principals and to a certain extent other mid-level administrators. The sixties have been a time of tremendous upheaval. Redfern writes:

In many respects one of the hottest spots in school administration today is the principalship. Men and women in these sensitive, very demanding positions are under a great variety of pressures. The student "revolution," drug abuse, changing mores in dress, manners, and behavior, teacher militancy, parent demands, community discontent, break-downs in discipline, changing curriculum and instructional imperatives, and daily crisis-management are some of the problems that make the lives of these leaders turbulent and tension-laden. These administrative and supervisory people on the daily firing-line can feel quite isolated and alone unless they are convinced that top-level management is keenly aware of the

⁵¹ See also Paul B. Salmon, "Are the Administrative Team and Collective Bargaining Compatible?", Compact, Vol. 6, June 1972, p. 4.

Here Salmon emphasizes that larger and more bureaucratic organizations are more prone to dangers. Communications can more easily get blocked and credibility suffers. "The result," says Salmon, "is likely to be disillusionment and doubt - the seedbed for unionism."

pressures they are experiencing, is providing supportive assistance, and, most of all, is accessible when help is urgently needed.⁵²

A third basic consideration Redfern offers is that middle-management administrators "honestly have misgivings about the viability of their own professional welfare and career development."⁵³

Another author who studied the unionization of principals at some depth is David Smith, a professor of education at the University of Arkansas.⁵⁴ In all his work with principals' associations over the years, Smith found that principals constantly raised three primary concerns almost without exception.⁵⁵

"The first concern is that contracts are being negotiated that principals must administer as effectively as possible but that they have no part in helping to create."⁵⁶ The awkwardness of this situation has been quoted by most writers and by principals themselves, as being causative in the formation of administrator unions. As one principal put it, "Principals resent their bosses 'bartering away one principal prerogative after another at the teacher bargaining table.'"⁵⁷

⁵²George B. Redfern, op.cit., p. 3.

⁵³Ibid., p. 4.

⁵⁴David C. Smith wrote a series of five articles entitled "Professional Negotiations and the Principal." The series appeared in The National Elementary Principal from November 1972 through March 1974.

⁵⁵David C. Smith, "Professional Negotiations and the Principal: Should Administrators Negotiate.", The National Elementary Principal, Vol. 52, February 1973, pp. 109-112.

⁵⁶Ibid., p. 110.

⁵⁷"The Brewing--And, Perhaps, Still Preventable Revolt of School Principals," The American School Board Journal, Vol. 63, January 1976, p. 25.

The practical impact of any contract signed by a board of education and teachers falls squarely and heavily on the principal. Lorraine Addleston wrote, "Each time the teachers gained a right in their contract which affected their assignment or their program, that negotiated right affected the working conditions of the principal."⁵⁸

Here is an example cited by a principal of how principals were directly affected by a contract with the teachers:

Teachers negotiated 3 (sic) preparation periods (and teachers ought to prepare their lessons). The only thing the Board forgot was who was to teach the three classes while the teachers were preparing - they didn't consider that. So they gave the teachers the prep. periods. So here we were with classes and no one to teach - and so it goes.⁵⁹

Similarly, since some school districts had insufficient funds for extra aides, the onus of lunch room supervision fell on the principals. The same problem cropped up with regard to the coffee break. When the time came for contract implementation, "Principals asked, 'How do I provide a coffee break for the kindergarten teachers without aides to supervise the students?' As a result, the principals had to supervise large numbers of students so the conditions of the master contract could be met."⁶⁰ Oftentimes, the principal is caught in between the contracts negotiated by the board with the teachers and

⁵⁸ Lorraine W. Addleston, "The Principal's Stake in Professional Negotiations," NASSP Bulletin, Vol. 53, May 1969, p. 186.

⁵⁹ Marty Kalish, "Detroit ... And the Walls Came Tumbling Down," AESA Journal, Los Angeles: Association of Elementary School Administrators, December 1970, p. 9.

⁶⁰ David C. Smith, "Professional Negotiations and the Principal," The National Elementary Principal, Vol. 52, January 1973, p. 85.

another with the teacher aides.⁶¹

The second primary concern of principals according to Smith,⁶² is their lack of involvement in the decision-making processes of the district. On the one hand, they are verbally assured and reminded of their importance to the management, but on the other hand, they hear about decisions only after these have been made. Thus they become victims of "two-timing superintendents."⁶³ As one school principal bitterly complained, "Superintendents and school boards have thrown us to the wolves . . . We're handy only to be held accountable for management decisions in which we had no part."⁶⁴

Joseph H. Cronin wrote, "The more significant, if not as dramatic consequence of teacher negotiations (when principals have been on neither team) include contract provisions for teacher transfer, notice of promotions, and school scheduling which administratively cannot work."⁶⁵ It is essential then, that the principals at least be invited to participate in the negotiations because that is the only way that board members will become apprised of the concrete difficulties involved in implementing certain policies. That is why principals

⁶¹ Addleston, op.cit., p. 187.

⁶² David C. Smith, "Professional Negotiations and the Principal: Should Administrators Negotiate?", The National Elementary Principal, Vol. 52, February 1973, p. 110.

⁶³ "The Brewing . . .," op.cit., p. 25.

⁶⁴ Ibid.

⁶⁵ Joseph H. Cronin, "School Boards and Principals - Before and After Negotiations," Phi Delta Kappan, November 1967, p. 125.

have been saying, "We must be involved in the process of policy formulation and decision-making when the policies affect our professional responsibilities."⁶⁶

The third primary concern of principals, according to Smith, is morale. Principals often complain about salaries and benefits, but this is not a universal complaint, depending on the size, location and wealth of a district. Smith concludes:

The common denominator appears to be morale. In almost every situation I know of, the morale among administrators pressing for formal recognition as a negotiating unit approached the level of abject poverty. Statements such as, "We've tried everything else, so why not try this?" were common. Furthermore, in almost every case the administrators expressed little or no eagerness to negotiate for their salary and conditions of employment.⁶⁷

Anderson develops this idea and explains the principal's point of view:

... the principal traditionally had been the closest ally of the teachers. The principal is where the action is and provides a buffer between teachers, other administrators, and the board of education. It is the principal who talks with teachers daily; he is usually the first person involved in trying to resolve their teaching problems. But he also is the first to be charged with a grievance if the contract is not administered according to the expectations of the teachers. Historically, the principal has viewed his role as being the instructional leader of his teachers. And now, he was unwanted by the same people with whom he works daily.⁶⁸

Another writer, Lonnie Wagstaff, expounds the same thesis.

⁶⁶ Lester W. Anderson, "Management Team Versus Collective Bargaining for Principals," NASSP Bulletin, Vol. 54, June 1970, p. 109.

⁶⁷ David C. Smith, "Professional Negotiations and the Principal: Should Administrators Negotiate?", The National Elementary Principal, Vol. 52, February 1973, p. 111.

⁶⁸ Anderson, op.cit., p. 108.

Today's principal is basically a very frustrated person, he says, and his frustration is growing. His teachers gain power while he loses it. But although depriving him of his power, school boards do not concomitantly reduce his responsibility. Wagstaff applies the administrative truism: "Responsibility without authority leads to ineffectiveness."⁶⁹ Now boards and teachers have an opportunity to argue for their interests during negotiations. The principal, meanwhile, has his interests unprotected. The situation is guaranteed to produce anything but a boost of morale. So the principal, with no other options left, resorts to unionism.

Bridges and Cooper have identified four different conditions that are likely to incite administrators to unionization. These conditions are irritating circumstances which result in general dissatisfaction and discontentment of the worker, and hence the motivation to organize collectively. "The first irritant," the authors write, "is the bureaucratization that may be engendered by the bargaining activities of teachers."⁷⁰ Owing to the powers and prerogatives that accrue to the teachers as a result of contracts made at the bargaining table, the principals find their hands tied in many school situations. They have suffered a loss of discretionary power. In some instances, the teachers are "dedicated to eradicate completely any 'discretionary

⁶⁹ Lonnie H. Wagstaff, "Unionized Principals--You May be Next," NASSP Bulletin, Vol. 57, November 1973, pp. 40-41.

⁷⁰ Edwin Bridges and Bruce Cooper, "Collective Bargaining for School Administrators: A Significant Development in the Field of Labor Relations," Thrust for Educational Leadership, Vol. 64, March 1977, p. 27.

power' of the principal."⁷¹ Kanner informs us that "any negotiated agreement signed within the past few years will indicate that administrator power is, at the very least, being diluted."⁷²

The second irritating condition pointed out by Bridges and Cooper, stems from the "concept of relative deprivation. If administrators perceive that the wage boosts received by teachers are narrowing the 'bread and butter' gap between the two employee groups, the administrators are more likely to regard unionism as an attractive possibility."⁷³

In some cases, not only was the gap between the salaries of teachers and administrators narrowing, but some teachers were actually receiving a higher wage than some principals. The following statement was made in a Chicago newspaper some years ago: "It is a fact that several hundred teachers now receive a higher rate of pay than many principals, although their responsibilities do not begin to be as great."⁷⁴ The newspaper stated further: "You can't have employees getting a raise and the executives standing still. As long as one advances, the other must also, or the executive has no incentive."⁷⁵

⁷¹Michael J. Romano, "The Principal Views the Impact of Collective Bargaining," Chicago Principals Club Reporter, Vol. 56, Summer 1967, p. 7.

⁷²Lawrence T. Kanner, "The Changing Role of Administration," NASSP Bulletin, Vol. 61, April 1977, p. 34.

⁷³Bridges and Cooper, op.cit., p. 27.

⁷⁴Boosts for Principals Too," Editorial, Lerner Community Newspaper, Chicago, June 11, 1968. Quoted in News Bulletin of the Chicago Principals Club, July 11, 1968.

⁷⁵Ibid.

Kowalski, speaking about the awkward predicament of the school principals, corroborated this callous attitude on the part of many board of education members. He said, "Agreements first are made with bargaining teachers and the administration gets what is left."⁷⁶

"A period of inflation accompanied by a decrease in the standard of living," has been suggested as a third possible irritating condition promoting unionization, according to Bridges and Cooper.⁷⁷ Just as economics had, and has a great role in the development of teacher unionism, and for that matter, in the development of every kind of unionism, whether blue-collar or white-collar, so too in the case of administrator unionism. Dee Schofield tells us that, "Principals, for instance, act as management in relation to teachers but, when faced with their own interests in salary, promotion and termination, principals stand before the board and superintendent in the same role as teachers."⁷⁸

The fourth condition predisposing towards administrator unionization, according to Bridges and Cooper, "stems from turbulence in the organizational environment."⁷⁹ Society has witnessed so much of

⁷⁶Theodore J. Kowalski, "Are You Pushing Your Administrators into Collective Bargaining?", The American School Board Journal, Vol. 165, July 1978, p. 35.

⁷⁷Bridges and Cooper, op.cit., p. 27.

⁷⁸Dee Schofield, "Collective Negotiations and the Principal," National Association of Elementary School Principals, School Leadership Digest Series, No. 9. ERIC/CEM Research Analysis Series, No. 24, ED 123738, 1976, p. 1.

⁷⁹Bridges and Cooper, op.cit., p. 27.

radical change, that certain communities, thinking that their rights are not sufficiently represented, have resorted to pressurizing principals and other school administrators into yielding to them or abandoning their (the administrators') positions in the school system.

Examples of mistreatment, arbitrary dismissals and transfers of principals abound. David Smith cites two almost unbelievable instances of such capricious behavior on the part of boards and superintendents.⁸⁰

In Chicago and Detroit, both typically large, urban cities, these community problems were even more pronounced. The president of the Chicago Principals Association bitterly complained:

These adult groups are no longer interested in working with Boards of Education or with superintendents of schools to bring about change. Rather, they feel that change can come about more quickly if community groups bring pressure to bear on the local school principal, then that principal and/or his organization will transmit this pressure to the upper echelons of the untouchable educational hierarchy and changes will be wrought.⁸¹

Not only were the educational organizations affected by this social upheaval, but the cities too were affected. The local newspapers splashed the news of extremist groups and parent pressure groups inducing sudden changes at the cost of school principals.⁸²

Chester Butkiewicz compared the conditions preceding the drive

⁸⁰ David C. Smith, "Professional Negotiations and the Principal: Should Administrators Negotiate.", The National Elementary Principal, Vol. 52, February 1973, pp. 109-110.

⁸¹ Samuel Dolnick, "President's Message," Chicago Principals Reporter, Vol. 58, Winter 1968, p. 3.

⁸² Further examples of this condition of community harrassment of principals and their fellow administrators are reported in both sections of chapter four.

for unionization by teachers with the conditions facing principals a few years later, and he found unmistakable similarities between the two sets of conditions.⁸³ The conditions which caused such wide acceptance of the labor model of collective bargaining have been listed by Lieberman and others. Butkiewicz names them and then goes on to amplify each condition:⁸⁴

(1) "The desire for greater economic and fringe benefits"

The salary of principals is not comparable to that of their counterparts in business and industry. Such underpayment exists despite the fact that principals usually have a harder job to do than their business counterparts.

(2) "Percentage of Males in the Profession"

The number of males taking to teaching as a profession increased greatly in the 1950s and 1960s. In most cases, the income from teaching was the principal source of income for the family. The principalship in America has been traditionally virtually restricted to males in the past. Hence their concern for better wages. Moreover, it must be remembered that principals were formerly teachers. It is easy to understand, therefore, how the militance witnessed amongst teachers in the 1960s gradually became apparent amongst the principals in the 1970s.

(3) "Voice in Policy Formulation"

Owing to the rapid increase in the number of pupils in schools

⁸³ Chester Butkiewicz, "Superintendents, Are You Ready?", NASSP Bulletin, Vol. 59, September 1975, p. 29.

⁸⁴ Ibid., pp. 29-33.

following the second world war, and the simultaneous decrease in the number of school districts, there was a resulting enlargement of school districts. Inevitably, in large organizations, individual employees feel ignored. Heightened bureaucracy leads to a breakdown in communication. This condition affected both teachers and principals, but the latter, being in a position of greater responsibility and accountability, felt the brunt even more acutely. Being in an administrative position demanding instructional leadership, principals naturally wanted to have a voice in policy making, but they were being consulted less than before.

(4) "Rivalry of Professional Organizations"

The proliferation of teacher associations was soon followed by that of principal associations. Fierce competition and rivalry broke out between the leading organizations of the teachers, the NEA and the AFT. In 1961, the rivalry came to a head in New York City, when the NEA was defeated at the representation election. Epstein wrote concerning the movement of principal associations who vied to attract members. He said, "... Very rapidly, principals have increased substantially their dues payments to national, state, and local associations...."85

Theodore Kowalski maintained that "some school boards may be

⁸⁵ Benjamin Epstein, "An Organized Force for Leadership," NASSP Bulletin, 1974. Quoted in Chester Butkiewicz, "Superintendents Are You Ready?", NASSP Bulletin, Vol. 59, September 1975, p. 33.

pushing their administrators into collective bargaining."⁸⁶ He discusses five issues that may unintentionally provide incentives for administrators to unionize. He introduces these issues in the form of questions. Here they are:

1. Is the board granting smaller salary increases to administrators than to employees already involved in collective bargaining?
2. Is the board reducing the authority of administrators?
3. Is the board publicly denouncing the importance of administrators?
4. Is the school board ignoring the personnel recommendations of the administration?
5. Is the board violating the chain of command?⁸⁷

This section on the causes of unionization amongst school administrators can adequately be summed up by the five issues enumerated above in conjunction with the two quotations following below. The excerpts are emotional outbursts of men in the field who have actually experienced frustration.

They've (superintendents have) given us volumes of empty talk about our being 'managers' but absolutely no real authority to manage anything. They've left us alone and unsupported while they've signed away everything to the teachers ... Now they don't just want us to live with their actions; they actually expect us to enforce them. For principals, the handwriting on the wall is in capital letters. It says: FORM YOUR OWN TOUGH UNION, OR DIE ON THE VINE!⁸⁸

The second quotation is from John Marlowe who addressed the question Why I Almost Joined a Principal Union. He wrote:

⁸⁶Theodore J. Kowalski, "Are You Pushing Your Administrators into Collective Bargaining?", The American School Board Journal, Vol. 165, July 1978, p. 35.

⁸⁷Ibid.

⁸⁸"The Brewing...", op.cit., p. 25.

Frustration is part of the life of every school administrator; it's what makes administrator unions seem so attractive....

... We reviewed all of the whiny reasons that we wanted to unionize: no contract, no real representation; no grievance procedure, no real management responsibilities; no hiring; no firing.

We moaned and we groaned; we decided roughly what we needed: improved communications with the superintendent and board, job security, due process rights, a procedure for resolving our concerns, improved wages, improved hours. But more than this, we wanted to feel as though we were managers with protection. We wanted to know that our work was important.⁸⁹

Summary

In this chapter, which has been divided into four sections, the recent literature on unionization in educational circles has been reviewed. Brief descriptions of the rise and growth of unionism amongst teachers and college faculty members have been made as a prelude to the sections on administrator unionism. The third section of this chapter treated the phenomenal and comparatively recent development of unionization amongst school principals and administrators. And the final section, the one which received the most emphasis, dealt with the causes of unionization amongst principals and administrators.

⁸⁹ John Marlowe, "Why I Almost Joined a Principal Union," The American School Board Journal, Vol. 167, April 1980, p. 49.

CHAPTER III

METHODOLOGY

The Historical Method

This dissertation is a research done by means of a case study approach. In-depth case studies have been made on the organizations of the principals in Chicago and Detroit. When the latter group merged with the organization of administrators and supervisors in Detroit, then that broader organization became the subject of study. Thus, the organizations which have existed for the longest time during the period chosen for the research, namely 1961-1981, are the CPA in Chicago and the OSAS in Detroit.

The purposes of this study were: (1) To analyze the origin, growth and development of principals' organizations in Chicago and Detroit, and (2) To analyze points of similarity and difference between these two organizations.

Such a post-factum research is inevitably heavily dependent on the historical method. In his praise of this method, Louis Gottschalk, cites Charles Seignobos, and interprets him as saying, "that the historical method may be applied to the subject matter of any discipline whatsoever as a means of ascertaining fact."¹ Gottschalk adds further:

¹Louis Gottschalk, Understanding History, A Primer of the Historical Method, Second Edition (New York, 1950), p. 29.

"History, for one thing, is the recorded experience of the human race, and man can profit from experience in any field of knowledge."²

Lest it be thought that just because a study is not statistical or "scientific," it is therefore not valuable, it would be wise to consider what Carter V. Good has to say about "serious research." He tells us that many people have a certain "stereotype" in mind as to the nature of research. They think that all research must involve observation, experimentation, confirmation, and all the rest of the usual steps, in accordance with the rules of the scientific method. Good states that such rigorous investigation is only a part of research.

He writes:

Actually the process of conducting research, of creating and developing a science of psychology or of education, is a rather informal, sometimes illogical, and occasionally a disorderly-appearing affair. It includes considerable floundering around in the empirical world.... Somehow in the process of floundering, the research worker will get an idea, or many ideas;.... If the idea chosen happens to be a poor one, the investigator may waste time, but if the idea proves to be a good one, he may make a significant contribution to his field....³

There is no doubt, of course, that when dealing with a branch of the human sciences, (and organizational development is one such), we are confronted with some inherent problems, which are not confronted in a study of the natural sciences. Organizations depend on human beings for their development. And humans are a variable factor. It is hardly possible to predict exactly the behavior of human beings,

² Ibid., p. 30.

³ Carter V. Good, Essentials of Educational Research (New York: Appleton-Century-Crofts, 1966), p. 3.

because, very simply, they are not machines, but creatures endowed with a free will. Neither are they so conditioned as to be able to establish a pattern with any precision or exactitude. And just as human beings are constantly changing, so too are their organizations. However, it is possible to make some broad generalizations with regard to the behavior of people. Given a set of certain circumstances, it can be expected that an individual will react in a certain fashion.

Because the so-called "facts" of history are not as scientific as the facts derived from physical experimentation on the elements of nature, historical research methodology has to be all the more rigorous. The sources of the historian should be primary and original as far as is possible. Secondary sources should be employed only if and when necessary, as a corroboration of primary sources, or in the absence of all primary sources.⁴ Gottschalk states the values of such sources:

Sources, in other words, whether primary or secondary are important to the historian, because they contain primary particulars (or at least suggest leads to primary particulars). The particulars they furnish are trustworthy not because of the book or article or report they are in, but because of the reliability of the narrator as a witness of those particulars.⁵

During the course of this research, constant attention was paid to the rules and procedures for establishing the authenticity and

⁴Louis Gottschalk, op.cit., p. 53, defines these sources thus: A primary source is the testimony of an eyewitness, or of a witness by any other of the senses, or of a mechanical device like the dictaphone - that is, of one who or that which was present at the events of which he or it tells (hereafter called simply eyewitness). A secondary source is the testimony of anyone who is not an eyewitness - that is, of one who was not present at the events of which he tells.

⁵Ibid., pp. 56-57.

credibility of written and oral testimony. Gottschalk has described these procedures in great detail.⁶ These characteristics of external and internal criticism of sources of data have been meticulously borne in mind.

An important element of the historical method is the extent of reliability not only of the witnesses and documents, but also of the researcher who has to interpret them. Is he disinterested in, and indifferent to the findings that his data reveal, or has he any vested interest in favoring a certain interpretation? Gottschalk wrote that "when the purport of a statement is a matter of indifference to the witness, he is likely to be unbiased."⁷ The same holds good for the reporter.

In the case of this research, the reporter has had no affiliations whatsoever with either the CPA or the OSAS, and does not envisage having any such affiliations in the future. Hence the degree of detachment is high, and the likelihood of any bias in interpretation is practically nil.

However, there is a possibility that some of the witnesses to the origin and growth of the CPA and OSAS, those who were deeply involved in the welfare and development of these organizations, were prejudiced in their testimony and reporting. In order to circumvent this very problem, a decision was made not to limit interviewees to members of the CPA and the OSAS, but on the contrary, to extend subjects

⁶ Ibid., pp. 118-170.

⁷ Ibid., p. 161.

to those on the other side of the table - members of the Boards of Education, and some of the top level executive personnel of the Boards. Moreover, much help was received from the latter in the reconstruction of the foundation and growth of the organizations concerned.

Written Data Sources

The files and records of the CPA and the OSAS offices were the principal sources of information in this study. The public files and records of the offices of the respective Boards of Education were also a great asset.⁸ Also made available to the research were the files of several helpful individuals who were previously active members in their organizations but have now retired. In particular, the written documents used were as listed below:

1. The agenda and minutes of meetings of the CPA and the OSAS
2. Correspondence which was open to the public
3. Regular newsletters and other communications of the CPA and the OSAS leadership with their members
4. Legal records and decisions which have become a matter of

⁸The locations of the offices visited can be found at the following addresses:

Chicago Principals' Association	OSAS
221 N. LaSalle, #733	1550 Howard
Chicago, IL., 60601	Detroit, MI., 48226

The Board of Education of the City of Chicago	The Board of Education of the City of Detroit
228 N. LaSalle	Detroit Public Schools Center
Chicago, IL., 60601	5057 Woodward Ave.
	Detroit, MI., 48202

public record

5. The constitutions and by-laws of the organizations under study
6. The Agreements and Memoranda of Understanding entered into by the Boards of Education with the organizations concerned
7. Committee reports
8. Official and public records and proceedings of the Boards of Education in Chicago and Detroit
9. Newspaper articles, magazines and publications

Interviews

Interviews were an extremely important source of information in this research. As mentioned earlier, during the years just prior to formation of the OSAS, the files and records were not kept with meticulous care. At that time, there was much verbal exchange and agreement. Recourse to the written document was comparatively infrequent. Besides, interviews help to get information which very often never gets put onto documents and records because of the politics and intrigue that is inherent in any organization. So in order to reconstruct the origin and growth of the CPA and the OSAS, as well as the factors circumscribing these events, the interview method was imperative.

Altogether, 24 persons were interviewed in Detroit and 23 in Chicago. Besides these, two other persons were interviewed, one from San Diego and the other from New York. Two separate lists of people interviewed, (one of those in Detroit, and the other of those in Chicago), together with their designations, have been included in the

appendix. As is evident from the positions the interviewees held/hold, they were all closely involved in the evolution of their respective organizations, and some of them are still playing active roles as leaders or officers.

The interviews were lengthy and in depth. Most of them lasted for about one and a half hours each. Some key persons were interviewed two and even three times. Beyond that, several questions were asked later, on the phone, in order to fill the gaps in information, or to corroborate facts. Most of the interviews were recorded on cassettes. Transcription of these recordings provided accurate interview data. Next, the relevant facts were culled and categorized according to themes, to better understand and analyze the historical development.

A list of questions was prepared so that the interviews could be conducted with a quasi structure. Thus, although the interviews were informal, all the subjects were asked the same questions. However, each subject was encouraged to speak freely and develop ideas as he or she desired. Hence there was some overlapping of questions and answers, and the questions were not always asked in the same order. Depending on the extent, time and duration of the interviewees' involvement with their associations, they were able to speak extensively on some points, and little or nothing at all on others.

Below are the two lists of questions used at the interviews. The questions were related to the research issues listed in Chapter I under "The Purpose." The issues form the core of this study and are the hypotheses of the dissertation formulated differently. The questions were also intended to probe for facts and details concerning the

historical development of the CPA and the OSAS.

Questions Used as a Framework for the
Interviews with Members of the CPA and the OSAS⁹

1. In what capacity/capacities have you been involved with the principals' organization in Chicago/Detroit from the year 1961 till 1981?
2. What were the circumstances or reasons which impelled the principals to seek recognition from the Board of Education in the early 1960s?
3. To what extent is the CPA/OSAS a "union" in the strict sense of the word?
4. What are the factors which led the CPA/OSAS to seek affiliation with AFSA, AFL-CIO?
5. What kind of influence, if any, have other professional or educational organizations had on the development of the CPA/OSAS?
6. What have been some of the major problems of the principals

⁹The questions used for the Chicago and Detroit interviews were the same, except for the following additional question which applied to Detroit only: What were the reasons which impelled the principals' organization in Detroit to join the Organization of School Administrators and Supervisors (OSAS) in the year 1966?

during these different periods in its history:¹⁰

- a) From 1961 till July 1965, when the Board of Education recognized it "as the official organization representing elementary and secondary school principals...?"
 - b) From June 1965 till July 1976, at which time the CPA became Local 2 of AFSA, AFL-CIO?
 - c) From July 1976 till 1981?
7. How did the organization handle these problems?
 8. Who were some of the more significant people that helped to face these problems, and how did they do so?
 9. What are some of your vivid memories of successes achieved by the principals' organization?
 10. What failures of the organization stand out in your memory?
 11. To what do you attribute these successes or failures?
(Have any of the following factors played an important role: leadership, political atmosphere, numerical strength of the union, degree of unionism in the city, etc.)?
 12. How seriously does the presence/absence of enabling bargaining

¹⁰ This question applied to the CPA only. For the interviews with the OSAS members, the question was re-worded as follows because of the difference in the time frame.

What have been some of the major problems of the principals'/ administrators' and supervisors' organizations during these different periods in its history:

- a) From 1961 till January 1967, when the Detroit Board of Education formally recognized the OSAS as the sole collective bargaining agent for all middle management?
- b) From January 1967 till December 1976, at which time the OSAS became Local 28, AFSA, AFL-CIO?
- c) From December 1976 till the end of 1981?

- legislation affect the principals' organization?
13. Has the principals' organization made any difference educationally?
 - a) Has it contributed to the professional growth of its members?
 - b) Has it contributed to the betterment of education in the school system?
 14. In what ways has the organization benefitted its members from 1965 to 1976, and then from 1976 to 1981?
 15. What do you think the future holds out for the principals' organization?
 16. What direction do you think the CPA/OSAS should take for its own advantage?

Questions Used as a Framework for the Interviews
with the Members of the Boards of Education, and
with the Top Level Management Personnel¹¹

1. How long have you been with the Chicago/Detroit school system?

¹¹ Again, the questions used in both cities were exactly the same, although modifications were made to provide for the differences in the organizations in Chicago and Detroit.

Also, in the interviews with the top level executive personnel, special tact had to be employed because most of them had risen from the ranks of principals, and were therefore in an embarrassing position, since they now belonged to the opposite side of the bargaining table. However, these interviews were most balanced and enlightening, because the subjects could say something on behalf of both sides of the table, and often did. Also, they were in a position to provide much factual data and even documentation.

2. To what extent are you familiar with the history or background of the CPA/OSAS?
3. The principals' organization is just one of several employee organizations that the Board has to deal with. Comparatively speaking, how active is the principals' organization? In what ways and to what degree does it make its presence felt and have its needs addressed?
4. Would you regard the CPA/OSAS as a "union" in the strict sense of the word?
5. Why do you think the CPA/OSAS went in for "unionization," and later, for affiliation with the national movement for administrators, AFSA, AFL-CIO?
6. Do you think the principals' organization was justified in seeking collective bargaining rights?
7. What are your views on according collective bargaining rights to school employees in general, and to principals and other middle management administrators in particular?
8. How, in your opinion, do the agreements between the Board of Education and the principals organization affect the educational system, and more specifically the welfare of the school children?
9. To which of the following categories would you say you belong:
 - strongly encourages the development and promotion of middle management unionization
 - sympathizes with the development and promotion of middle

management unionization

- is indifferent to the development and promotion of middle management unionization
- discourages the development and promotion of middle management unionization
- strongly condemns the development and promotion of middle management unionization

10. How has the principals' organization benefitted, if at all it has, since the time it has been formally recognized as the "official organization representing... school principals (Chicago), or as the "exclusive collective bargaining representative of personnel..." (Detroit)?¹²
11. How do the teachers' organization and the principals' organization compare in terms of:
 - a) union status
 - b) power at the bargaining table
 - c) benefits obtained since formal recognition by the Board
 - d) relations with the Board
 - e) any other significant aspect
12. What crises, if any, has the principals' organization caused to the Board of Education? What were the results?
13. If preventing the development of unionism, and minimizing the power of middle management organizations is a goal of

¹² See the recognition clauses in the latest Memorandum of Understanding (Chicago: 1979), p. 1 and Agreement (Detroit: 1980), p. 2.

Board members and top level management, then what steps would best be suited for this?

14. What role does enabling bargaining legislation, or the lack of it, play in the promotion/prevention of unionism?

Data Analysis and Classification

Most of the interviewees reported certain events, but were unable to say with any definitiveness when they occurred. In proportion as the event became more remote from them, to that extent their memory became more vague and uncertain. But they would always suggest where appropriate documentation on the issue could be located. Occasionally, their private notes would even include data such as the exact number of a board proceeding which had dealt with the issue.

Hence the techniques of the historical method and of analysis of data for credibility and authenticity had to be adhered to at all times. Material had to be checked for cross-references and interrelatedness. Only when different sources of data turned up identical information could the latter be accepted. Where written sources were unavailable, only the corroborating testimony of several witnesses was trusted. In other words, throughout the dissertation, attention was paid to validity, reliability and accuracy of information.

Once the trustworthiness of the data was established, the next step was to determine which data were relevant to the research at hand. When one launches on a project of research, one gradually finds oneself being submerged in an ocean of data. In order to give some direction to the research, hosts of distracting data which do not have

a direct bearing on the study have to be eliminated. In this dissertation, only those data which bore on the historical development of the organizations concerned, which revealed insights into the nature of organizational development, and which were relevant to the issues that were initially proposed for research, were taken into consideration and accordingly classified.

Once the classification of data was completed, the next procedure was an orderly and meaningful presentation of the data, so that the latter could be more easily analyzed. The analysis proper consisted of an investigation for patterns which seemed to be emerging from the data. Since one purpose of the study was the comparison between the organizational development in the cities of Chicago and Detroit, a search was made for factual aspects of parity and disparity, and then further, for the factors to which the similarities and differences could be attributed. A similar approach was used to discover the circumstances accounting for the various organizational and developmental aspects of either organization as expressed in the implicit hypotheses formulated as "research issues."

Summary

This third chapter deals with the methods and procedures employed for obtaining and analyzing the data for the research. Great emphasis has been placed on the historical method and its analytical techniques. This method, admittedly different from that of the "scientific" approach used in the field of the physical sciences, can significantly contribute to the realm of new discoveries. The written data sources

were plentiful. Although more limited during the earlier years, in the recent years, they were almost too abundant; and discretion had to be exercised in order to determine the kinds of data that would be relevant to the research at hand. The interviews were a very rewarding source of information. They were executed in an informal setting, but each was thorough and complete. A number of fixed questions provided the format for the interviews, although no set structure was followed, so that the subjects could comment freely at any time. The data from the written sources and interviews was then reviewed, categorized and analyzed. A chronological presentation of the development of the CPA and the OSAS was then made. Next, the data were examined with a view to extracting any emerging patterns or characteristics common to both organizations. The last procedure was a critical determination of the factors responsible for the similarities and differences between the organizations concerned.

CHAPTER IV: PART I

HISTORICAL DEVELOPMENT AND ANALYSIS OF THE PRINCIPALS' ORGANIZATION IN CHICAGO: 1961-1981

The Chicago Principals Club from 1899-1960

The very first organization of school principals in Chicago was the George Howland Club, which was founded on November 5, 1892. "George Howland was the fifth Superintendent of the Chicago Public Schools, taking office in June of 1890."¹ Howland initiated the idea and plan of giving the teachers their salary through the principals whom he got together for a monthly luncheon meeting. At this meeting, they discussed policies and problems. This practice resulted in the "George Howland Club" being formed, in tribute to George Howland, who died in 1892. Since then, "men administrators have been getting together one Saturday a month during the school year for that same 'good fellowship, good food, and good talk.'"²

Following closely in the footsteps of the George Howland Club, which was restricted to men, a club for the women principals in Chicago was formed in 1895.³ It was called the Ella Flagg Young Club, after

¹John Kott, "The George Howland Club," The Chicago Principals Club Reporter, Vol. 57, No. 1, Fall 1967, p. 5.

²Ibid., p. 6.

³Lorraine Marion Lavigne, "History of the Ella Flagg Young Club," The Chicago Principals Club Reporter, Vol. 57, No. 2, 1967, p. 19.

Ella Flagg Young, its founder. The latter was the first woman to be a General Superintendent of Schools in Chicago. She liked to combine "social occasions with professional study."⁴ When she was still a principal, "teachers were invited to her home in groups, and over a cup of tea had animated discussions which might well be considered the first in-service training sessions. It was from these gatherings that the Ella Flagg Young Club evolved."⁵

Today, in the 1980s, the Ella Flagg Young Club is still alive and thriving as a social and professional organization. It conducts its own seminars and distributes its own scholarships. Thus the Club seems to be fulfilling its "original purpose of bringing women principals into closer acquaintance and, at the same time, observing the interests of education by the discussion of timely and appropriate topics."⁶

The third principals organization to have been born during the same decade was the Chicago Principals Club. It was founded in 1899. Its Constitution was adopted in October of 1899, and was revised and readopted on November 24, 1906.⁷ The purpose of this organization was "to unify and facilitate thought and action on educational questions

⁴Ibid.

⁵Ibid.

⁶Ibid., p. 32.

⁷Robert Konen, Former Secretary, Chicago Principals Club, Personal Notes.

and to improve the professional status of the school principals in Chicago."⁸

All principals in Chicago, men and women, whether of elementary, junior high or senior high schools, were eligible for membership in the Club from the very beginning. Such all-inclusive membership eligibility was something almost unique to the city of Chicago, for in most other cities, each category of principals formed its own organization and sought to further its own interests.

The dues of the Club were minimal at the time of its origin - just \$2.00 annually - and they were to be collected in the regional districts and apportioned half to the central body and half to the respective district.⁹ The districts were determined geographically. In 1908, there were only 259 schools divided into six districts. Out of all the school principals, only 21 remained non-members, thus accounting for a 91.9% membership in the Club.¹⁰

On May 22, 1911, the first issue of the Chicago Principals Club Reporter was published.¹¹ That publication was a mere four pages in length. It contained the reports of the various committees of the Club as well as short news items. The purpose of the "Bulletin" was to help "realize the work the club is doing ... after all, how many

⁸Constitution of the Chicago Principals Club, 1899, p. 1.

⁹Constitution of the Chicago Principals Club, 1899, Article IV, p. 2.

¹⁰Robert Konen, Personal Notes.

¹¹Norman Glick, "Golden Memories; Or Have Times Changed?", The Chicago Principals Club Reporter, Vol. 50, No. 3, April 1961, p. 21.

members know about the 325 meetings held during the current year in the clubrooms?"¹²

In the beginning, the intention was to publish the bulletin monthly. However, in the last 30 years, the Reporter has been published as a quarterly, with issues coming out in Winter, Spring, Summer and Autumn. As the years passed, the Reporter gradually obtained greater status. By the 1950s, it had expanded its length to approximately 32 pages. Its contents had now become not just a summary of committee meetings and news items. In every issue, the president of the Chicago Principals Club (CPC) addressed his colleagues, reminded them of the purpose of their organization, and exhorted them to strive for the highest possible professional ideals as educational leaders. Also, serious educational materials treating of the skills of teachers and administrators as well as descriptions of seminars and reports of conferences were being included in this bulletin. Having expanded so greatly, there was now even a place for news items and poems of a lighter vein.¹³

In recent years, the readership of the Reporter has extended beyond the limit of the city. It is now read by principals and educational leaders all over the country. The Reporter has not only

¹²Ibid.

¹³See the issues of the Reporter from December 1954-January 1955 onwards until the mid 1960s, when the crises faced by the CPC caused a change in the contents of the Reporter. More serious and thought-provoking articles and news items displaced the light, humorous sections. In the Winter of 1968, the Chicago Principals Club Reporter underwent a further change of format and even its external appearance was transformed. The word "Club" was omitted from its title. It was henceforward called the Chicago Principals Reporter.

increased its own status, but it has also contributed to the status of the Chicago principals. Thus the Reporter has truly served to boost the morale of the principals in Chicago and to keep them closely united as a group of educational professionals.¹⁴

By 1920, the number of schools had increased to about 382. The CPC was now divided into seven auxiliaries. Only 75% of the principals belonged to the Club. The dues had increased to \$30.00 and was payable in installments. But now, nine tenths of the dues went to the central body, and only one tenth was retained by the auxiliary.¹⁵

In 1955, there were eight auxiliaries; the dues were \$25.00 for active members. Emeritus members could retain membership by paying dues of \$2.00 annually. From 1938 onwards, the dues were collected by the treasury of the Club rather than at the auxiliary level. The number of schools had increased considerably, to about 420. There were 369 principals altogether, 330 of whom were members of the Club, that is approximately 91%.¹⁶

The Early 1960s

In the early 1960s, the CPC was characterized by more or less the same features that it had manifested during the time since its origin in 1899. The goals of the organization still seemed to be

¹⁴Thomas Burke et al., Interviews, Chicago, September 1981, April 1982.

¹⁵Robert Konen, Personal Notes.

¹⁶Minutes of the Meeting of the Board of Directors of the CPC, December 13, 1955.

socially and professionally oriented.

The concerns of the then membership can be easily recognized by the kind of contents that their newsletters contained, which were mainly social and professional in outlook. The following is a list of the contents that a typical newsletter published:¹⁷

- Announcement regarding AASA (American Association of School Administrators) Brunch
- Announcement regarding DESP (Department of Elementary School Principals) Meeting
- Meetings of various committees of the CPC
- Lists of appointments and transfers of principals as and when made by the Board of Education
- Lists of the deceased or ill principals belonging to the CPC
- News about salary increments at the beginning of each academic year
- Information about upcoming dinners and conferences

In a newsletter in 1961, the benefits of joining the CPC were outlined with the intention of drawing the non-members into the fold.

Here they are:

1. Active participation in an organization devoted exclusively to the principalship of the Chicago Public Schools in all its aspects and concerned with its status and advancement.
2. Professional and social contact with fellow principals.
3. Educational Meetings and Conferences.
4. Opportunity to work on the professional committee of your choice.
5. Representation at policy and welfare conferences with central office personnel.
6. Regular meetings and auxiliary meetings of the Club.
7. Four issues of the CPC Reporter.
8. The Confidential CPC Directory.
9. Liability insurance to \$200,000 with low group rates.¹⁸

Thus the CPC had hardly any concerns at this time which would characterize it as tending toward unionization. There was no axe to

¹⁷The Newsletter chosen as an example of typical news is that of January 15, 1962.

¹⁸Newsletter of the CPC, September 28, 1961.

grind against the establishment - the Board of Education of Chicago. There were no indications of any unrest or dissatisfaction among the principals. On the contrary, relations between the General Superintendent of Schools and the President and other officers of the CPC were cordial and warm. Occasionally, when a concern causing some anxiety amongst the principals membership was voiced, the president would meet with the superintendent, discuss the issue amicably, and usually come out from the conference after having arrived at a satisfactory solution. There was no question of having a confrontation or show-down with the superintendent.¹⁹ No principal even considered filing a suit against the Board of Education or the Superintendent.²⁰

As a matter of fact, so friendly was the relationship between the president of the CPC and the general superintendent, that the presidency was actually looked upon as a step to being promoted to a higher position in the ladder of educational leadership in the Chicago Public Schools. When a principal finished his term as president of the CPC (the term of officers at that time was one year, but could be extended another year if 2/3 of the voting membership waived the elections),²¹ it was expected that he would be promoted from being a principal of an elementary school to a principal of a secondary school, or if he assumed office when he was already a principal of a secondary

¹⁹Pearl Jehn, former President of the CPC (1965-1967), Interview held at the home of Robert Konen, Chicago, September 16, 1982.

²⁰Rachel Lamoreaux, former President of the CPC (1963-1965), Interview held by phone, Crystal River, Florida, July 31, 1982.

²¹By-Laws of the CPC, 1961, Articles VIII-IX, pp. 2-4.

school, then he would be promoted to a higher grade secondary school or even a position as District Superintendent of Schools. This practice was common knowledge among the principals.²²

Two possible reasons have been offered for this practice. One was that the president must have been a really good and effective principal and administrator, else his colleagues would not have elected him/her to office. As such, the person was worthy of promotion, and would have the necessary respect of those he/she supervised. The other possible reason was that if the office of president was associated with a promotion, then the president would play his cards carefully and not present any problems to the general superintendent, even at the cost of not really representing the wishes of the principals. Thus the promotion on the expiry of his term of office would be a reward for not causing any excessive botheration to the superintendent on behalf of the CPC. This theory could account for the great harmony in the president-superintendent relationship, a harmony which was bought at the expense of a lack of true principal representation of needs and concerns.²³

Whatever the case may be, the fact remains that during the period 1950-1965, only two presidents did not receive a promotion. Then, in 1967, Pearl Jehn was also not promoted after her term as

²²Based on interviews with several former officers of the CPC. In this instance, the interviewees would rather remain anonymous.

²³Samuel Dolnick, former President of the CPC (1967-1969 and 1973-1978), Interview, Chicago, April 5, 1982.

24 president. Coincidentally, Pearl Jehn was also among the first presidents to represent the Club in a plainly aggressive manner, thus courting the consequences of falling out of favor with the general superintendent.²⁵ And when Samuel Dolnick took over from Pearl Jehn as president of the CPC in July 1967, the principals' organization became even more openly militant. No more was there any concern about what the superintendent would approve or disapprove. The attitude became: "Do we want this? Then let's go ahead and try to get it!"²⁶

Rise of Militancy in the Chicago Principals Club

Although the early 1960s was markedly a period during which the Chicago principals devoted themselves as a Club to social pursuits and professional interests for the most part, there was already at this time a slight undercurrent of dissatisfaction and concern among the principals. In a 1959-60 issue of the Chicago Principals Club Reporter, the then president of the Club, Carl H. Peterson, addressed the membership with words manifesting an apprehension among principals that Board of Education Members and some central office administrators

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, Interviews, Chicago, March 1982.

The names of the two presidents concerned, as well as the names of the interviewees are intentionally not mentioned.

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As will be seen later, it was during Pearl Jehn's term (1965-1967) that the CPC really became a militant organization. It was during her term too, that the first Memorandum of Understanding with the Board of Education became a reality on June 14, 1967.

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Robert Konen, Interview held at his home, Chicago, March 21, 1982.

did not fully appreciate the role that the principals played in the school system. He remarked that many administrative recommendations and decisions "could well give cause for grave concern for the future of the principalship in Chicago."²⁷ He went on to analyze the situation, stating that it may partly be due to the fact "that principals have not been as vocal as they should have been in informing the public and others concerned of the important work they are doing...."²⁸

Almost exactly two years later, the next president of the CPC, Bernard A. Quish, reminded the membership through the Reporter, of the purpose for which the organization had been founded, as is stated in the by-laws of the Club. The purpose is basically twofold: "thought and action on educational questions, and to improve the professional status of the school principals."²⁹ Then Mr. Quish adds, "From this statement of purpose derives the description of our organization as a 'two headed monster, both educational association and union.'"³⁰

That was probably the very first time the word "union" was employed in print, to describe the nature of the organization of principals in Chicago. It was a sign of things to come. The incipient

²⁷Carl H. Peterson, "To Members of the Chicago Principals Club," Chicago Principals Club Reporter, Vol. 49, No. 2, November-December 1959-60, p. 5.

²⁸Ibid.

²⁹By-Laws of the Chicago Principals Club, Article I. See the appendix for the entire text.

³⁰Bernard A. Quish, "The President's Message," Chicago Principals Club Reporter, Vol. 51, No. 1, November 1961, p. 5.

stages of the transformation of this organization of principals from a "club" to a "union" had begun. What were the causes responsible for this change of outlook in the CPC? Why was the heretofore avowedly social and professional growth of principals beginning to display a more aggressive and militant attitude and behavior?

Theoretically, it was probably the realization that the goals of the organization were being frustrated, and the realization "that professional development and professional status cannot be divorced, that they are mutually dependent, that either leads inevitably to the other, and that both are necessary for the improvement of education"³¹ In other words, merely restricting the organization's attention to educational issues was not going to automatically better the professional status of the principals. Simultaneously, attention had to be paid to the authority and status of principals. Only then would the latter be influential enough to affect thought and action on educational issues.

So much for a brief theoretical appraisal of the situation. In the concrete, what events led to such a realization on the part of the principals?

Probably the one most serious factor which accounted for the gradual change of attitude amongst the principals was the organization of the teachers in Chicago. This group affected the principals in several ways. The teachers had already become a militant organization by the early 1960s. They had reached a stage of discussing with the

³¹Ibid.

Board of Education and central office administrators which was tantamount to negotiations. As a result, the Board was discovering them to be a power that was not easy to reckon with. The teachers steadily gained more benefits from the Board each year. There began to exist now an inequity in across-the-board raises in salary. Some teachers were earning more than some principals.³²

In the early 1960s, there were still two organizations of teachers. One was the Chicago Teachers Union (CTU), which belonged to the American Federation of Teachers (AFT), and the other was the Chicago Division of the Illinois Education Association of Teachers, which belonged to the National Education Association (NEA). The leaders of both these teacher organizations sought to be the sole representative agent for teachers at the time of the annual budget. Both groups had requested a written memorandum of understanding with the Board of Education. Finally, their persistent efforts were rewarded in early 1964. "On February 26, 1964, the Board of Education of the City of Chicago adopted a resolution directing the General Superintendent of Schools to meet with representatives of the Chicago Teachers Union and set up a written memorandum of understanding...."³³ On March 11, 1964, the Board of Education adopted an identical resolution for the representatives of the Chicago Division of the Illinois Education Association.³⁴

³¹Pearl Jehn et al., Interviews, Chicago, September 1981.

³²Board Report No. 72960 of the Proceedings of the Board of Education of the City of Chicago, April 15, 1965, p. 2365.

³³Ibid.

Although a Memorandum of Understanding between the CTU and the Board was adopted on October 27, 1964, and another Memorandum between the Chicago Division of the Illinois Education Association and the Board was adopted on November 12, 1964,³⁵ it was not until July 13, 1966 that the CTU was recognized by the Board of Education as the "sole bargaining agent" for all members of the bargaining unit, and arrangements were made to draft the first collective bargaining agreement.³⁶ But even before that date, the teachers had made many chinks in the armor of the Board, and won many privileges and benefits for themselves.³⁷

The contract³⁸ of the teachers with the Board of Education served to increase the problems of the principals. Several items were included in the contract which had a direct bearing on the principals. The teachers would gain some privileges from the Board, but at the cost of the principals. For example, the teachers insisted on having some

³⁵Benjamin C. Willis, former General Superintendent of Schools, Chicago, Report and Recommendation to Chicago Board of Education concerning Board Report No. 72960, April 14, 1965.

³⁶Board Report No. 74069: Motion Regarding Collective Bargaining Agreement - Adopted - Board of Education Proceedings, Chicago, July 13, 1966.

³⁷Pearl Jehn et al., Interviews, Chicago, September 1981.

³⁸The document signed by the Board of Education and the CTU was really entitled an "Agreement," but in actuality, the Board had recognized the teachers' organization as a full-fledged "union," with full powers of collective negotiations, and therefore, their signed agreement had the force of a binding contract. And although the Board referred to it as an "Agreement," and the CTU called it a "contract," since both parties, as well as the courts, have always held it as validly binding, it shall here be referred to as a contract.

free time so that they may have their own lunch during the day. The Board acceded to their request. It thus came to pass that teachers were no longer available to supervise the lunch room where the students were eating. Since the principal could not compel the teachers to supervise lest he be accused of violating the contract and thus leave himself exposed to being the subject of a grievance proceeding, he had no other choice except to supervise the lunch room himself. For he was not provided with lunch room aides or any other kind of similar assistance. Thus in the process of lessening the burden of the teachers, and restricting the nature of their work along more academic lines (after all, they were teachers/educators, and not babysitters, to use the language of the teachers), the principals ended up with a greater burden and responsibility.³⁹

Other examples of the Board of Education/CTU contract having an ill effect on the principals is that of the proceedings for evaluation and dismissal of teachers. The processes became so tedious and involved, and had to be followed so meticulously, that it became very difficult for principals to implement them. Undoubtedly, the intention of the Board, when allowing the detailed step-by-step procedures to be inserted into the contract, was to protect the teachers and give

³⁹Robert Konen et al., Interviews, Chicago, September 1981.

However, Mr. Guy Brunetti, Assistant Superintendent and Director of Employee Relations, said, during an interview, that "there is nothing in the contract which says that teachers are off lunch room duty. All that teachers have a right to is free time. How the principal gets the lunch room supervised is up to him."

Guy Brunetti, Interview held at his office, Chicago, April 8, 1982.

them an opportunity to be justly evaluated, and to have sufficient time to grieve in case a principal was treating them unfairly. But the cumulative effect from the principals' point of view was an inordinate difficulty in the endeavor to eliminate incompetent teachers from the school system.⁴⁰

One phrase which came to be used frequently in the CTU contract was "The principal shall...." The usage of this phrase was, and still is, deeply resented by the principals. Here are a couple of instances of its usage: "The principal shall make a decision and communicate it in writing to the complainant, the school delegate or UNION designee ... within three school days after the completion of the conference."⁴¹ And again, "The principal shall consult all department chairmen in connection with programming the respective school departments."⁴²

Thus there is no question but that the CTU contract has to a certain degree hand-cuffed the Board of Education, and at the cost of the principals, thus curtailing the latter's discretionary powers.⁴³

⁴⁰Thomas S. Burke, former President of the CPC (1969-1973), Interview held at the home of Robert Konen, September 16, 1981.

This as well as other data are confirmed by other interviews too. Where the data are confirmed by several interviewees, only one of the main proponents has been cited.

⁴¹Agreement between the Board of Education of the City of Chicago and the CTU, Article 3-1.5, January 1, 1969-December 31, 1969, p. 15.

⁴²Ibid., Article 6-2, p. 21.

⁴³Even Guy Brunetti, Assistant Superintendent and Director of Employee Relations, admits to this shortcoming in the teachers' contract, though he hastily clarifies that none of these burdens were put onto principals during the time he was in charge of negotiating for the Board of Education.

The teachers' contract and negotiating strength had yet another effect on the principals in Chicago. Many principals had for years been members of the Chicago Teachers Union, even whilst being principals. However, owing to the conflict of interest that now constantly cropped up because of the wording of the contract, and because the teachers had to find a suitable party to grieve against, the AFT was advising its locals to discourage principals from remaining in their unions. True, they could still technically belong to the teachers' union as associate members, because they still had teachers' certificates and because they had been members previously, but the union could not represent them in the event of a grievance. Principals, because of their duties and their administrator certificates were now designated as "management," and as such could not be represented by teachers, who were workers.⁴⁴ Assistant principals, on the other hand, "since they were assigned on teachers' certificates and from the nature of their duties were designated as teachers to be represented by the union...."⁴⁵

The result of this estrangement of principals from their teachers and even their assistants, was that the principals truly became the proverbial "men in the middle." The Board of Education Members, on

⁴⁴James H. Smith, "The Principalship - Past, Present and Future," Chicago Principals Club Reporter, Vol. 57, No. 4, Summer 1968, p. 11.

James Smith was former Deputy Superintendent of Schools in Chicago.

⁴⁵Ibid.

the advice of the higher echelon of administrators and supervisors, formulated policies and made decisions for the Chicago school system. The principals were rarely called upon to provide any input. Thus, they neither aided in decision nor in policy making. As such, they were clearly not management. On the other hand, they were ejected from the teachers' union because they were not in the same category of employees as the teachers themselves. "So what were they, if they were neither fish nor fowl?" asks Joseph DiLeonarde, former secretary of the CPC.⁴⁶ And what other option had they than to unionize...?

John Desmond, former president of the CTU, was once invited to be a panel speaker at the Chicago Principals Club Annual Education Conference in 1968. When it was his turn to speak, Desmond showed that he realized full well the awkward predicament in which principals found themselves, since they were besieged by all parties - the higher administrators in the central office, community representatives, and the teachers too. He then indicated that the only recourse open was that "Principals alleviate their problems by becoming better organized among themselves. However, he said that the teachers' union door to membership was closed to principals."⁴⁷ Desmond was simply echoing what was already going on in the minds of the principals.

Besides the problems caused by the teachers union, there were

⁴⁶Joseph DiLeonarde, former Secretary of the CPC (1969-1973), Interview held at his home, Chicago, April 16, 1982.

⁴⁷Charles Keenan, recorder, "Panel III: In the Union," Mr. John Desmond, speaker, Chicago Principals Club Reporter, Vol. 57, No. 4, Summer 1968, p. 19.

several other factors which contributed to principal militancy in the middle and later 1960s. One of them was the social atmosphere. It was the time following soon after the passing of several significant Civil Rights Bills. Community and racial feelings were at a high pitch. The school population in Chicago had undergone dramatic changes in the recent years. And some neighborhoods began to feel that their educational interests and needs were not adequately represented, or met with.⁴⁸

The first incident to really highlight these feelings occurred at the Jenner School towards the end of the year 1965. It happened like this. The community got highly involved in the school, and very soon discovered all kinds of problems in the school. Naturally, the responsibility for the problems was thrown at the feet of the principal, whom the parents considered unsuitable as the educational leader of their children. In point of fact, what was really at the root of the matter was that the parents wanted to have a black principal because the student population was almost entirely black.⁴⁹

The unrest and dissatisfaction resulted in prolonged investigations

⁴⁸Thomas S. Burke et al., Interviews, Chicago, September 1981.

⁴⁹Several interviewees confirmed this account, but only after being explicitly questioned about it. However, plentiful references about the investigations at Jenner School were found in the minutes and news bulletins of the CPC. Based on these references, the enquiry was made during the interviews.

Since the interviewees were reticent about naming people, and in the interest of confidentiality, no names have been introduced in the account. The description has been deliberately brief. What is significant is not the event, but the consequences that followed it.

and hearings. The news media got into the picture. The general superintendent of schools, Dr. Benjamin Willis, prepared a special news release called "Fact Sheets re. Jenner School," which ran into 19 pages.⁵⁰ The problem was unresolved for months. On January 25, 1966, the CPC made a statement indicating their uneasiness and concern at the way the issue was being handled by the Board of Education.⁵¹ A month later, the Club issued its second statement. It accused the Board of "serious violation of established guidelines for investigations of school problems involving school personnel."⁵²

The upshot of it all was that the Board had the concerned principal removed from the school. The entire handling of the problem greatly upset the principals club. The latter expressed its sentiments in a final statement issued on September 14, 1966. Summarily stated, the Club objected "that procedures were practised which have set a dangerous precedent to undermine the authority and rights of the principal."⁵³ The Club further complained that "Although no disciplinary action was suggested a principal was demoted as a result of community interference. No disciplinary measures, however were

⁵⁰ Benjamin C. Willis, "Fact Sheets Regarding Jenner School," Chicago, April 18, 1966.

⁵¹ Pearl Jehn, "The CPC Statement Concerning Issues Involved in the Jenner School," Minutes of CPC Meeting, Chicago, January 25, 1966.

⁵² Pearl Jehn, "Second Statement of the CPC Concerning Issues Involved at Jenner School," Minutes of CPC Meeting, Chicago, February 23, 1966.

⁵³ Pearl Jehn, "Final Statement of the CPC Concerning Issues Involved at Jenner School," Minutes of the CPC Meeting, Chicago, September 14, 1966.

imposed upon dissident teachers who apparently resorted to insubordinate tactics."⁵⁴

The Jenner School incident was just the first in a series of such happenings in the city of Chicago. The next school principal to be similarly victimized was the one at Crispus Attucks School. This happened barely six months after the Jenner School issue had subsided. Once again, the problem was tackled by removing the principal. A report by Casey Banas in the local newspapers described the reaction of the principals: "The CPC criticized School Superintendent James F. Redmond yesterday for transferring the principal of Attucks elementary school after parents demanded her ouster."⁵⁵ Banas quoted from the letter of Pearl Jehn, the CPC's president: "The practice of transferring principals when under attack by a small, vocal segment of a community interferes with the orderly administration of a school system."⁵⁶

Crown School was the next scene of community unrest. This time around, the newspapers made much of the issue. To describe the picture briefly, "Eugene Richards, Principal of Crown Elementary School, 2128 S. St. Louis, was about to leave Crown because of a threat to his safety. He told the press that three leaders of Concerned Parents of Crown had told him to leave the school in 48 hours or they could no

⁵⁴ Ibid.

⁵⁵ Casey Banas, "Group Blasts Transferring of Principal," Chicago Tribune, Chicago, April 11, 1967, p.

⁵⁶ Pearl Jehn, Letter to Dr. James F. Redmond, General Superintendent of Schools, News Bulletin of the CPC, Chicago, April 7, 1967.

longer 'guarantee his safety in the neighborhood.'"⁵⁷ The local group called the Concerned Parents of Crown also asked for the resignation of Mrs. Arthur Potter, the Assistant Principal, who was also a white person.⁵⁸ Grounds for the dismissal of Richards which was sought from November 1967, were that "he has been 'inefficient' in administrating the school and that he has 'crippled the educational abilities of the children in his care.'"⁵⁹

Superintendent James Redmond and some Board Members did not easily yield to community pressures in the Crown School case. Dr. Redmond refused "to surrender to black power fanatics who demanded the removal of Dr. Eugene Richards, Principal of the Crown School on the West side...."⁶⁰ The Chicago Tribune quoted Dr. Redmond's adamant stand, "We are not going to sit idly by and have pressure groups determine the assignment of personnel in the Chicago schools."⁶¹ And Mrs. Louis A. Malis, a Chicago Board Member said that although they could "expect more community groups to make attempts to oust them ... you have my support to fight destructive groups that are trying to

⁵⁷ Henry De Zutter, "White Principals Ghetto Targets," Chicago Daily News, Chicago, March 23, 1968, p. 25.

⁵⁸ George Harmon, "Threatened School Chief Being Shifted," Chicago Daily News, Chicago, March 6, 1968, pp. 2, 4.

⁵⁹ George Harmon, "New Plea for Ouster of Principal," Chicago Daily News, Chicago, March 11, 1968.

⁶⁰ George Harmon, "No Surrender," Chicago Tribune, Chicago, March 8, 1968, p. 16.

⁶¹ Ibid.

fight you."⁶²

The above-mentioned school unrests have been briefly reported to indicate the pressures that were mounting for school principals. Not only were they being harassed, but they were also being threatened with their lives. At a general meeting of the CPC, during the discussion on the Crown case, "a show of hands indicated that 42 principals present had at some time been threatened in some manner by an organization."⁶³

The principal in Chicago experienced pressures at this time from yet another group - the students themselves, primarily the high school students. In the inner city, a great majority of them were black. And in their search for establishing their own identity, and in their quest for recognition, they began to make their presence felt. What their parents had initiated at the local community level, they brought into the walls of the schools. They knew what they wanted, and they voiced their demands without mincing words:

Boycott! The only thing that we haven't tried now to awaken the dreaming world to our existence in this time of chaos. What we are seeking is a means of communicating on an adult level. The pleas we've made are just. Our student majority in my school is black and we need black representation!⁶⁴

One news reporter analyzed the situation beautifully. He said,

⁶²Casey Banas, "Mrs. Malis Vows to Back School Heads," Chicago Tribune, Chicago, March 10, 1968, p.

⁶³Mary O'Connor, Secretary, Minutes of Special General Meeting of the CPC, Chicago, March 9, 1968.

⁶⁴Deborah Woodard and Jonnie Dassie, Chicago Public High School Students, "A Need for Personal Recognition," Chicago Principals Club Reporter, Vol. 58, No. 1, Winter 1968, p. 7.

The principals are the most visible - and vulnerable - representatives of what Negroes view as the 'system' or 'the power structure.' They are the highest-ranking public officials to make daily appearances in the ghetto.⁶⁵

One principal, Norman Silbar, echoed the same opinion: "They can't fight the system, so they fight the principal."⁶⁶

Thus a pattern of harassment of school principals was emerging, and the principals were finding this unwarranted treatment hard to digest. They could understand unrest in the social context, but they felt that they themselves were being unduly victimized. Hence they determined to strengthen their own organization and present a stronger unified front.

What further irked the principals was the arbitrary fashion in which principals were sometimes transferred to different schools, or newly appointed. Some persons were appointed to principalships, although they had no certification as principals. For example, in November 1966, Dr. Robert Ratcliffe and Ms. Kathleen Dornon were appointees on the list of new principals. The CPC immediately sent a telegram to Dr. Redmond requesting deferment since neither had certification in Chicago - not even a teacher's certificate.⁶⁷

Object, though the principals did, the practice of appointing principals with a disregard for certification and the seniority merit list of qualified principals never ceased. Three and a half years

⁶⁵ Henry De Zutter, "Symbol of the System," Chicago Daily News, Chicago, March 23, 1968, p. 25.

⁶⁶ Ibid.

⁶⁷ News Bulletin of the CPC, Chicago, November 10, 1966.

later, the CPC President, Mr. Thomas Burke, upbraided the Board of Education President, Mr. Frank Whiston. Burke wrote a letter saying,

...Included in the list are three persons who are not principals and who do not hold a certificate of principal.... Board Rule 4-20 states that 'No person shall be appointed to any position on the teaching force without the appropriate certificate'.... There are principals available to fill all the positions.⁶⁸

Owing to the pressures being applied on school principals and consequently on the Board of Education, the latter first formed local community councils so that the Board would have a better vehicle for dealing with grievances. Soon community nominating committees were appointed to select principals. This was contradictory to the Otis Law of 1917, which provided that principal selection was the responsibility of the Superintendent, who had "to select principals on the basis of the ranking they achieved by taking a uniform merit examination. The legislature had adopted those standards in order to eliminate cronyism and nepotism from the selection."⁶⁹ On the strength of this law, Circuit Court Judge Arthur Dunne ruled against such nominating committees on November 1, 1976. Dunne stated: "It could be argued we have another form of favoritism today in the community nominating committee."⁷⁰

⁶⁸ Thomas S. Burke, Letter to Frank Whiston, Board of Education President, News Bulletin of the CPC, Chicago, May 14, 1970.

⁶⁹ Philip Carlin, "Back to the Good Old Days? Notes on the Demise of the Community in Principal Selection in Chicago," Chicago Principals Reporter, Spring 1977, p. 23.

⁷⁰ Arthur Dunne, Chicago Sun-Times, November 2, 1976, p. 16, quoted by Philip Carlin, "Back to the Good Old Days?" Chicago Principals Reporter, Spring 1977, p. 23.

The appointment of principals then, assumed the proportions of politics. And this situation infuriated the principals to no end. One former principal went so far as to say during the interview that "the Board of Education is not an educational unit; it is a political unit. In the 1910s, the Board was political, and in the 1960s, the Board was still political."⁷¹

Under the section of "Opinion," in the Principals Reporter, the author wrote:

Our present School Board is already in politics up to its glazed eyeballs....

A recent case in point is a principal judged competent by the next two levels of superiors, who presented proof of real progress in his career of a few years at a particular school. But we are told by a high-placed person that "... has to go because ... (alderman) and ... (Board Member) says so." That the person spearheading the attack worked in the alderman's office should give some indication of the way things go.⁷²

With the pressures on the school principals mounting from all directions - teachers, parents, students, and the higher echelon of school administrators and the Board of Education, the principals gradually experienced a feeling of helplessness. Their authority and status was being constantly eroded. The person who was once regarded

⁷¹ Samuel Dolnick, Interview held by phone, Chicago - California, January 2, 1982.

Several interviewees corroborated the statement concerning the political workings of the Board of Education. Actual cases of political appointments were cited, but with the explicit condition that that part of the interview be kept off the record. Permission was given to say, "We saw politics in the appointments."

⁷² Samuel Dolnick, "Opinion," Chicago Principals Club Reporter, Vol. 61, No. 3, Summer 1971, p. 11.

and esteemed as the king of a castle (his/her school), was now being trampled upon by all and sundry. Worse, in some instances, he/she was being used as the object upon which people could vent their frustrations. The situation led the principals to ask themselves one big question. To use the words of Samuel Dolnick, the then president of the CPC, the question was, "What can principals do about these forces impinging upon us?"⁷³

One answer was for the principals to get out of the system. As the saying goes, "If you can't stand the heat in the kitchen, get out of it!" That precisely was what several principals were thinking of doing. The newspaper Chicago Today, reported that "many (principals) are talking of taking their pensions at 55 instead of waiting until 65."⁷⁴

Another answer was to take steps towards unionization and collective bargaining. That seemed to be the emerging trend all over the nation. The CPC would have to keep up with the times. The trend was a recent one, but a major one, burgeoning in all the bigger cities of the country. It began with the teachers and then gradually spread to the principals.

Michael J. Romano, President of the New York City Elementary School Principals Association, addressed the CPC at their Annual Education Concerence in 1967. He described the rise of unionism

⁷³ Samuel Dolnick, "President's Message," Chicago Principals Club Reporter, Vol. 58, No. 1, Winter 1968, p. 3.

⁷⁴ Donna Joy Newman, "Are Principals Forgotten Men?", Chicago Today, Chicago, March 28, 1971, p. 78.

amongst teachers in New York, and explained how their union had provoked the principals and other administrators of the city to follow suit.⁷⁵

The United Federation of Teachers in New York City (UFT) became the collective bargaining agent for the teachers in 1961. By 1967, 42,000 out of a total teaching staff of 55,000 had become UFT members. The union gained greatly by way of salary and other benefits. In the process, the principals' rights, privileges and working conditions were not only impinged upon, but actually bargained away by the New York Board of Education. To use the words of Romano, "The (teachers) union is dedicated to eradicate completely any 'discretionary power' of the principal. It fights indefatigably to prevent additional supervisory assistance to the principal."⁷⁶ What did the principals do? They determined that since the teachers had been freed to teach, they were going to ensure that administrators and supervisors would be freed to administrate and supervise! Accordingly, they united together with other administrative and supervisory groups to form the very first organization of its kind. In 1963, the Council of Supervisory Associations (CSA) was formed. Within four years, (in 1967), they had achieved "a formidable and powerful position with the Board of Education, City Hall, and Albany,"⁷⁷ and all kinds of financial and other fringe benefits.

⁷⁵ Michael J. Romano, former President of the New York City Elementary School Principals Association, "The Principal Views the Impact of Collective Bargaining," Chicago Principals Club Reporter, Vol. 56, No. 4, Summer 1967, pp. 5-8.

⁷⁶ Ibid., p. 7.

⁷⁷ Ibid., p. 8.

Michael Romano was invited to stimulate the principals in Chicago and exhort them to more active participation in the Club's efforts to attain union status. Other cities in the nation (San Francisco, Washington, D.C., Boston, Philadelphia and Detroit, to name a few of the bigger ones), were also involved in a battle with their respective Boards of Education in an attempt to obtain collective bargaining rights. (A more detailed account of the same is in the chapter on Related Literature.)

And so in most cases, teachers, having themselves unionized into powerful groups, triggered the unionization of principals. The latter had no other form of self-defense, as the Boards of Education were often withholding their much needed support. With the abounding pressures constantly increasing, the traditional role of the principal was rendered obsolete. He had now to carve out for himself a new role relating to staff, parents and students. Thus was ushered in the new militant principal. As the president of the CPC expressed it, "The 'good old days' of the benevolent principal are no more. With proper focus on the future concept of the principalship the new days ahead should be much more satisfying and rewarding."⁷⁸

Major Steps in the Growth of the CPC

Interim Recognition Memorandum of Understanding

On April 15, 1965, the Chicago Board of Education adopted resolutions directing the General Superintendent of Chicago to meet

⁷⁸Pearl Jehn, "President's Message," Chicago Principals Club Reporter, Vol. 56, No. 3, Spring 1967, p. 3.

with representatives of the CTU and also with representatives of the Chicago Division of the Illinois Education Association of teachers, to design a memorandum of understanding for all those teachers concerned. At the same time, the CPC had requested the right to represent its own membership separately at the time of professional negotiations, and towards this end the CPC sought its own memorandum. The General Superintendent had even forwarded and recommended their request to the Board. However, two of the Board members were instrumental in getting this recommendation deferred.⁷⁹

At three later meetings of the Board, on April 29, May 13 and May 26, 1965, the principals' request for a memorandum of understanding went unheeded, because certain Board members moved that the resolutions be deferred. Finally, on June 10, 1965, the first memorandum of understanding between the CPC and the Board of Education of the City of Chicago was formally adopted by omnibus roll call.⁸⁰

Historic though this day was for the Chicago principals, the memorandum was far from any lengthy written contract. It was really more of an Interim Recognition Memorandum of Understanding. All it consisted of was a 10 - lines agreement or understanding that the "Chicago Principals Club be recognized as the official organization representing elementary and secondary school principals who desire that

⁷⁹ Memorandum of Understanding between the Chicago Principals Club and the Board of Education of the City of Chicago Deferred, Board Report No. 72960 of the Chicago Board Proceedings, April 15, 1965, pp. 2365-2366.

⁸⁰ Memorandum of Understanding... Adopted, Board Report No. 72960 of the Board Proceedings, June 10, 1965, p. 2670.

the organization act as its spokesman in consideration of professional problems."⁸¹ There then followed a brief explanation of what "professional problems" entailed. Significant too, in this initial memorandum, was the specification that the General Superintendent or his designated representative would regularly meet with the CPC representatives" to discuss solutions to professional problems,"⁸² thus eliminating the Board of Education from the picture entirely.

Later Memoranda of Understanding

On June 14, 1967, the Chicago Board of Education adopted a resolution approving the Agreement between itself and the CPC "with respect to Procedures for Consideration of Professional Matters and Grievances."⁸³ From a paragraph of merely 10 lines, the Agreement has now expanded to four pages. The definitions of "professional matters" and "grievances" were clearly spelled out, and procedures and steps for the adjustment of grievances were outlined in detail.

The second renewal of the Agreement was made and entered into on April 5, 1968. This Agreement was for the period of January 1 to

⁸¹ Memorandum of Understanding..., April 15, 1965, p. 2366.

⁸² Ibid.

The complete Memorandum of Understanding can be read in the appendix.

The entire text of this Memorandum of Understanding became the Preamble to the later Memoranda between the CPC and the Board.

⁸³ (First) Agreement between the Board of Education of the City of Chicago and the Chicago Principals Club, Board Report No. 67 - 1201, News Bulletin of the CPC, June 19, 1967.

December 31, 1968. No changes were made in the text of the Agreement from the previous year.

It was the next Agreement which was signed on January 22, 1969, for the period January 1 to December 31, 1969, that witnessed some modifications and additions. The most significant addition was Article 4 - Leave of Absence with Loss of Salary. Both, Chicago Principals as well as higher central office administrators and Board of Education members consider this article as probably the single most contributory factor to the advancement of the Chicago Principals in the years since.⁸⁴ By the provision of this article, the principal elected to be president by the Club members would enjoy a leave of absence from the Board without suffering any losses by way of salary increments, seniority, retirement fund or other privileges accorded to principals. After the term of full time position as president of the principals expired, the principal would return to the school system and carry on where he had left off as if there had been no break in service. The only consideration was that the Board would not pay any salary for the time the principal was on a leave of absence. However, the Club members were willing to share this burden, and the money came out of the Club's annual dues.⁸⁵

The significance of this full time freed position is that now the principals would have somebody to coordinate their affairs much

⁸⁴ Interviews with Chicago Principals, higher central office administrators, and Board of Education members.

⁸⁵ (Third) Agreement between the Board of Education and the Chicago Principals Club, Board Report No. 69 - 56 - 1, January 22, 1969.

more efficiently. Heretofore, all their officers, including their president, were also principals, administering schools. Whatever work they did for the Club, was done after school hours. As the Club became more militant and principals became victims of grievances, and in some instances, themselves grieved against the Board, it was becoming imperative that somebody operate on a full time basis, if they were going to have any success. However dedicated the officers were, the work load had become simply overwhelming.⁸⁶

Jubilant as the principals were on obtaining this leave of absence, the memorandum still fell far short of their expectations. They had requested for such a leave of absence for three persons who were elected officers of the Club.⁸⁷ They had also earnestly sought to have the phrase "sole and exclusive" included in the first article of the memorandum pertaining to recognition of the Club by the Board of Education. The principals had even succeeded in persuading the General Superintendent to recommend this request of theirs to the Board. Dr. Redmond had acceded to their petition, but it was not favored by the Board.⁸⁸ The CPC also failed in its attempt to insert procedures for binding arbitration with the Board in the event of a need.⁸⁹

⁸⁶ Samuel Dolnick, Thomas Burke et al., Interviews at different times and places, September 1981 and April 1982.

⁸⁷ Minutes of the Regular Meeting of the Board of Directors of the Chicago Principals Club, September 9, 1968.

⁸⁸ News Bulletin of the Chicago Principals Club, January 9, 1969.

⁸⁹ Minutes of the Chicago Principals Club, September 9, 1968; and January 13, 1969.

It was at the time of the fourth Memorandum of Understanding between the Board of Education and the CPC (1970), that the latter achieved several gains. One of them was the dues check-off system. Already in September 1968, the principals were permitted to have their dues towards their membership in their organization paid for straight from their salaries before their checks were handed to them.⁹⁰ However, this deduction of dues was not formally part of their Agreement with the Board till 1970.⁹¹

Among other sub-articles newly introduced into the Agreement was the permission given to the president of the CPC to visit schools, of course, only after duly notifying the corresponding district superintendent.⁹² Also, a whole new article on personnel files was included.⁹³ This article was of vital concern to the principals because it affected decisions regarding their re-employment, promotions, assignments and transfers. Article 7 was also new, and concerned miscellaneous items with regard to salary, promotions, transfers and fringe benefits.⁹⁴

The 1970 Agreement was the most comprehensive one the principals had obtained. It was composed of 19 pages, a considerable enlargement from the mere 10 lines in 1965. It was still hardly comparable with

⁹⁰ Minutes of the Regular Meeting of the Board of Directors of the Chicago Principals Club, September 9, 1968.

⁹¹ (Fourth) Agreement between the Board of Education and the Chicago Principals Club, October 14, 1970, Article 1-3, p. 1.

⁹² Ibid., Article 1-3, p. 1.

⁹³ Ibid., Article 6, p. 16.

⁹⁴ Ibid., Article 7, pp. 17-18.

the Agreement between the Board of Education and the CTU,⁹⁵ but it was nevertheless a great achievement for the principals. Thomas P. Burke, son of the then president of the CPC, summarized the 1970 Agreement thus:

The document covers everything from recognition of the Chicago Principals Association as the professional representative of principals to grievance procedure and personnel files. Even a check-off agreement has been included in the document. The agreement has become so comprehensive that several of the Chicago Board members are reported to have complained that they felt they were joining into a union contract.⁹⁶

Since the 1970 Agreement, there have been four more Agreements between the Board and the CPC.⁹⁷ But each one has been almost an exact replica of the 1970 Agreement. Besides, the renewals have been obtained with some difficulty, especially the more recent ones. Since 1979, the Board has been reluctant to even sit down with the CPC to discuss the Agreement, thus endeavoring to stem the organization's growth.

From "Club" to "Association"

The CPC was founded in 1899 with a dual purpose in mind - the advancement of the principals' professional standing and the betterment of the educational program in the system. For 60 years, the principals

⁹⁵The CTU Agreement with the Chicago Board for January 1 to December 31, 1970, was 66 pages long, exclusive of the salary schedules in the appendices, which are printed over approximately 13 pages.

⁹⁶Thomas P. Burke, "A Principals' Union?", Chicago Principals Reporter, Vol. 61, No. 3, Summer 1971, p. 26.

⁹⁷A list of all the Agreements between the Board and the CPC together with their dates and duration, has been included in the appendix.

were satisfied that they were achieving the goals of their organization. Then, in the 1960s, certain societal structures began to collapse and undergo a transformation. Militancy became the name of the game. Besieged and beleaguered from all directions, the principals were confronted with the problem of the erosion of their authority and status, as well as of their very survival. No longer was there a concern for advancing their professional standing. Now it became a matter of preserving whatever remained of their status. Stripped of their elevated position and influence in their schools and in society at large, there was little or nothing they could do with regard to their organization's other objective, that of improving the educational program.

So the principals began to take various means to alter their image. Already, from 1964, they sought to enter into an Agreement with the Board of Education and obtain bargaining rights for themselves, apart from the teachers' union.

Another step was to change their name. The word "Club" had certain connotations that were not conducive to a militant organization fighting for its rights. "Club" gave the impression of a group which met together for social purposes over coffee or dinner, and only informally exchanged information of what was happening in their schools. Professional problems could indeed have been discussed, as would be expected of any organization of professional people. But not with any precise intent of doing something positive to prevent the

recurrence of the problems.⁹⁸ As one of the Club's officers put it "We seemed to be like a loosely knit organization gathering together for social benefits."⁹⁹

Loretta Nolan, present president of the CPC said, "We principals realized we were being put upon unfairly. Hence we couldn't afford to give the appearance of being just a happy club! By changing the name, we indicated that we meant business. The challenge and the responsibilities facing us were different and so we had to assume a different role. We began by assuming a different name."¹⁰⁰

Way back in 1966, Pearl Jehn, the then president of the CPC, wrote a report on an NEA Conference for principals of 10 Largest Cities, that she had attended. In it, she announced her discovery that "Our Chicago organization is the only 'Club.' All nine organizations use the title 'Association.' A change in our Club's name would be helpful in changing the public image of our group."¹⁰¹

But the name was not changed. A majority of the Chicago principals, in spite of the shabby treatment meted out to them by the different pressure groups around them, still thought of themselves as

⁹⁸Robert Konen et al., Interviews held at the home of Robert Konen, Chicago, September 16, 1981.

⁹⁹Joseph DiLeonarde, Interview held at his home, Chicago, April 16, 1982.

¹⁰⁰Loretta F. Nolan, President of the CPC, Interview held at her office, Chicago, April 14, 1982.

¹⁰¹Pearl Jehn, "Your President Reports: NEA Conference for Principals of 10 Largest Cities," Chicago Principals Reporter, Vol. 56, No. 1, Autumn 1966, pp. 7-8.

professionals, and so wanted nothing to do with this show of militarism. These principals were orthodox educators. They still believed in the traditional and benevolent role that the principal was expected to play in school and community, and they were not yet convinced that the time had come to change.

Then as the months passed, and the teachers' and parents' groups became more aggressive and hostile, and the principals saw little support coming from the Board of Education, the principals were disillusioned and became aware of the delicate situation they were in of being "neither fish nor fowl," neither management nor common worker. And so the principals' attitude changed gradually.¹⁰²

In the 1968 winter issue of the principals' quarterly publication, the word "Club" was dropped. It now went under the appellation of "Chicago Principals Reporter."

However, the avantgarde principals of the membership never succeeded in completely divorcing themselves from their old name immediately. On June 3, 1969, their proposed Constitution for voting still contained this sentence in Article 1 - Name of the Organization: "This organization shall be named the Chicago Principals Club."¹⁰³

It was only in November of 1970 that principals seriously petitioned for a name change in the By-Laws of the Club, at a general meeting, and left the choice of name to the Board of Directors. The

¹⁰²John Ryan et al., Interviews held at the home of Robert Konen, September 16, 1981.

¹⁰³Proposed Constitution for Voting, Chicago Principals Club, June 3, 1969.

latter chose "The Chicago Principals Association," and decided to conduct a special referendum among the membership to determine their wishes.¹⁰⁴ At the general membership meeting on February 8, 1971, it was announced that the ballots concerning the name change were due the next week.¹⁰⁵ The majority of the votes favored the name change, and from March 1971, the principals began to use their new name.¹⁰⁶

National Affiliation with the AFL-CIO

On January 18, 1971, at a general meeting of the CPA,¹⁰⁷ the principals voted for affiliation with the AFL-CIO by joining a national organization called the School Administrators and Supervisors Organizing Committee (SASOC).¹⁰⁸ This organization was expressly authorized by the AFL-CIO with the purpose of uniting administrators and supervisors all over the country and bringing them into the fold of the AFL-CIO. Accordingly, the Executive Committee of the AFL-CIO granted a national charter to SASOC on February 22, 1971.¹⁰⁹

¹⁰⁴Minutes of the Meeting of the Board of Directors of the Chicago Principals Club, January 11, 1971, p. 3.

¹⁰⁵Minutes of the Regular Meeting of the General Membership of the Chicago Principals Club, February 8, 1971.

¹⁰⁶Minutes of the Meeting of the Board of Directors of the Chicago Principals Association, March 8, 1971.

¹⁰⁷Since the change of the name of the principals' organization has already been discussed, the organization will henceforward be referred to as the CPA.

¹⁰⁸News Bulletin of the Chicago Principals Club, January 22, 1971.

¹⁰⁹Thomas S. Burke, "Toward a Chicago Principals' Union," Chicago Principals Reporter, Vol. 61, No. 3, Summer 1971, p. 29.

How is it that the principals of Chicago, so many of whom were avowedly "professional" educators, capitulated, and finally voted to affiliate with the national labor union of administrators and supervisors? Perhaps the simplest answer was supplied by a news reporter who had analyzed the turbulent situation that was plaguing the educational system. She said:

Amid feeling that every segment in the school system was consolidating its power by organizing except principals, the Chicago Principals Club in January became a member of the new AFL-CIO union for school administrators and supervisors.¹¹⁰

But several of the CPA leaders had some very definite and concrete expectations which they hoped to achieve by affiliating. Samuel Dolnick, former president of the CPA for altogether eight years (the longest period during which a principal has ever been president since 1900), proposed these three reasons for affiliating: (1) Being a national association, the organization would have much greater strength by force of its very numbers; (2) Being affiliated to a union, the organization would be much more powerful than the CPA ever could be by itself because of the lack of full union status - something which the CPA had just not enjoyed so far; and (3) Chicago was experiencing problems similar to those being met with by other large, urban cities, many of whom were also contemplating throwing their lot in with the national association.¹¹¹

¹¹⁰ Donna Joy Newman, "Are Principals Forgotten Men?", Chicago Today, March 28, 1971, p. 78.

¹¹¹ Samuel Dolnick, Interview held by phone, Chicago-California, January 2, 1982.

Charles Lutzow, treasurer of the CPA for several years, offered the following reasons for the CPA's decision to join the AFL-CIO:

(1) The CPA wanted to help with contacts and procedures for lobbying at Springfield; (2) Chicago being a union town of some standing, the CPA was hoping to gain the influence of the Chicago Federation of Labor; (3) Much more legal support would be available; and (4) The CPA anticipated benefitting from the expertise of a union posture - it would learn to exhibit militancy.¹¹²

Bruce Berndt, second vice president of the CPA since 1970, added that "the other professional organizations were not as strong as the AFL-CIO at that time. The AFL-CIO had great lobbying power, and this is precisely what the CPA was most in need of."¹¹³

Other interviewees corroborated all these statements. They seemed to summarize the advantages of affiliation - which the CPA hoped to derive - as being a comprehensiveness of resources, help in acquiring appropriate legislation, intercommunication between locals, improved relationships with communities, and the use of the AFL-CIO machinery in all its totality.¹¹⁴

Until the time the AFL-CIO officially presented the charter to the organization as an "organizing committee," (SASOC), the national

¹¹² Charles Lutzow, Treasurer of the CPA, Interview held at his office, Chicago, April 7, 1982.

¹¹³ Bruce Berndt, Second Vice President of the CPA, Interview held at his office, Chicago, April 12, 1982.

¹¹⁴ Joseph DiLeonarde et al., Interviews held at various places and times, 1981-1982.

group of principals was known as the National Union of School Administrators and Supervisors (NUSAS). The CPA received a charter as Local No. 2 of the new national organization. The other charter members were New York, Local No. 1, and San Francisco, Local No. 3. These three members were committed to recruiting other cities to the affiliation.¹¹⁵

The basis for the numbering or ranking of the charters was the numerical strength of each respective local, as well as each local's own initiative. Chicago had wanted the No. 1 position, and its leaders were pushing for it on the grounds that they had done the initial spade work for the affiliation with the AFL-CIO by lobbying with the right people. At first the New York local was slightly hesitant to assume the initiative, but finally did so on seeing the willingness of the AFL-CIO. Since the New York organization was a coalition of different categories of supervisors and administrators, its membership was very high - in the region of 4,000. The small number of approximately 450-500 principals in Chicago was hardly comparable.¹¹⁶

¹¹⁵Special News Release from the Chicago Principals Club, January 21, 1971.

¹¹⁶Joseph DiLeonarde and Thomas S. Burke, representatives of the CPA on the Organizing Committee of School Administrators and Supervisors, Interviews held at their homes, 1981-1982.

Numerical Strength of the CPA¹¹⁷

During the very first year after the foundation of the CPA, the membership reached the high percentage of 91.9%. As seen earlier, the annual dues for membership was the minimal sum of \$2.00 per year. The aim of the organization was professional growth and status, and mutual support through a sharing of thought and action on educational issues, and the advancement of the educational program. Much money was not needed to support the organization and keep it running.

As the years passed, the organization's expenditures gradually increased because of the extra services being provided by the central office of the organization. The necessary increase in dues must surely have had something to do with the drop in the percentage of membership during the first half of the 1960s, although even then, the membership still vacillated between 81% and 88%. But compared to the 91% in 1900, the 81% in 1961 and again in 1965, indicated a marked drop of 10% in membership. Then in the latter half of the 1960s, when the need for principal militancy was perceived by principals for reasons of security and finance, the membership rose again to approximately 90%.

Once the critical years were over, and the CPA had obtained a memorandum of understanding with the Chicago Board of Education (1967) and later altered its image from a social "club" to an "association"

¹¹⁷ See the table on the next page. The figures have been taken from the minutes of the meetings of the CPA, the records of which are available at the office of the CPA.

CPA END-OF-YEAR MEMBERSHIP: DECEMBER 1961-DECEMBER 1981

DATE	MEMBERS	NON-MEMBERS	TOTAL	PERCENTAGE
Dec. 1961	351	82	433	81
Dec. 1962	403	54	457	88
Dec. 1963	406	63	469	86
Dec. 1964	403	72	475	84
Dec. 1965	392	87	479	81
Dec. 1966	424	61	485	87
Dec. 1967	442	45	486	90
Dec. 1968	445	47	492	90
Dec. 1969	442	51	493	89
Dec. 1970	425	60	485	87
Dec. 1971	451	69	508	88
Dec. 1972	445	80	525	84
Dec. 1973	446	74	520	85
Dec. 1974	444	55	499	89
Dec. 1975	485	58	543	89
Dec. 1976	493	54	547	90
Dec. 1977	473	56	529	89
Dec. 1978	470	64	534	88
Dec. 1979	465	60	525	89
Dec. 1980	460	55	515	89
Dec. 1981	450	81	531	85
*Apr. 1982	438	93	531	83
*Dec. 1982	436	96	526	82

*Although out of the time frame of 1961-1981, the 1982 data have been included in the table because the decline in membership was considered significant as possibly indicative of a future trend.

(1971), there was a sudden decline in its membership. In 1972, only 84%, and in 1973 only 85% of the Chicago principals were members of the CPA. In 1974, once again the membership rose to 89%, and remained at about that level right through the rest of the 1970s. In the last two years, however, there has been a definitive decline in membership, and a fear exists among the CPA leadership that this may be indicative of a trend for the 1980s, especially since the organization has an open shop policy, the membership dues are high (presently \$404.00 annually), and the CPA is not likely to obtain many more benefits for itself than it already has.¹¹⁸

Problems and Crises: 1971-1981

The growth and development of the organization of the Chicago principals during the years 1961-1981, could be roughly divided into three periods: (1) 1961-1965: a period of comparative tranquility, with problems just beginning to surface, (2) 1965-1971: a period of great turbulence, when principals were pressurized from all directions, and forced to resort to militance in order to protect their own interests and survive; and (3) 1971-1981: a period still beset by problems, but as the principals were more ready and better equipped to tackle them than ever before, the time has been one of greater stability.

The CPA has been in a better position to protect the rights and

¹¹⁸The interviewees who voiced this fear have asked to remain anonymous.

privileges of its members for various reasons: (1) Members of the organization were much more united than ever before, having realized the importance of unity and that their very survival was at stake during the latter 1960s; (2) The CPA had attained recognition from the Board of Education as the official organization representing all principals in Chicago; (3) Through the memorandum of understanding the principals were guaranteed ample protection by means of the grievance procedures outlined therein; (4) The leave of absence granted the president of the CPA was a source of tremendous strength to the organization. Now someone could devote total attention to the needs of the principals and coordinate activities and meetings, and fight grievances on behalf of principals without having to be preoccupied with running one's own school; (5) The memorandum provided for a monthly meeting with the General Superintendent, so that the channels of communication would always be open, and the principals would always be assured of their needs and grievances at least being heard; and (6) Since the CPA had affiliated nationally, and had been given a charter by the AFL-CIO, the organization of principals now benefitted from all the advantages of such a labor union affiliation, as described in the previous section of this chapter.

In spite of the fact that the CPA had attained a certain level of stability and well being, their problems were far from over, and the 1970s have found them constantly fighting to maintain their professional status and their rights. Below will be discussed some of the major problems which have plagued the Chicago principals during the last decade.

1. The Memorandum of Understanding

Although the memorandum of understanding has benefitted the CPA greatly, its benefits have been very limited, especially when compared to those that have been gained by the CTU. In the first place, the memorandum does not seem to have the same binding force that a union contract normally has. Several Board members and central office school administrators indicated that there is a big difference between the contract signed with the CTU and the memorandum signed with the CPA.¹¹⁹ In the words of one interviewee, "the distinction between a 'contract' and a 'memorandum' is that the former has a salary negotiations clause, whereas the latter does not."¹²⁰ In other words, salary negotiations is critical matter for a written agreement to be considered a contract.

Since the memorandum falls short of the status of a contract, the next question that is posed is whether the CPA is a "union" in the strict sense of the word. And once again, the difference in status between the CTU and the CPA becomes very evident from the recognition clauses in their respective agreements with the Board of Education. The CTU agreement reads: "... the BOARD recognizes the UNION as the sole and exclusive bargaining representative for all those categories who voted in the collective bargaining election of May 27, 1966,

¹¹⁹ Interviews with Board of Education members and central office administrators, Chicago, March-April 1982.

¹²⁰ Guy Brunetti, Assistant Superintendent and Director of Employee Relations, Interview held at his office, Chicago, April 8, 1982.

namely,"¹²¹ The CPA agreement reads: "... the Chicago Board of Education approved the recommendation of the General Superintendent 'that the CPC be recognized as the official organization representing elementary and secondary school principals who desire that the organization act as its spokesman in consideration of professional problems.'"¹²² At the time of the collective negotiations in 1968 and 1969, the CPA attempted to have the phrase "sole and exclusive" inserted into the agreement, but without any success.¹²³

Another big difference between the CTU and the CPA is that whereas the former collectively bargains and negotiates with the Board of Education each time the agreement is due to expire, the CPA meets with the General Superintendent on a monthly basis. After these meetings it is left up to the Board to approve or not approve the recommendations made by the General Superintendent with respect to the CPA.

And so, in the final analysis, although it is true that the CPA is an affiliate of the AFL-CIO, the Board does not recognize it as a union. The Board has the prerogative of recognizing any group that it wants to. There is no mandatory legislation to compel the Board to do otherwise. And the reason the Board will not recognize the CPA

¹²¹ Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union, May 10, 1967.

¹²² Agreement between the Board of Education of the City of Chicago and the Chicago Principals Club, June 14, 1967.

¹²³ Minutes of the Regular Meeting of the Board of Directors of the Chicago Principals Club, January 13, 1969.

as a union is because the Board considers them as managers, not workers.¹²⁴

The crux of the problem with regard to the memorandum is not only that it accords very minimal benefits to the CPA, but that its renewal at the time of expiry is never automatic. It seems as if the Board is always reluctant to renew the memorandum. And when it has ultimately renewed the memorandum during the last decade, it has always done so late, even though it has validated the period between the expiry of the previous memorandum and the renewal of the next. Presently, there is no existing memorandum, because the last one expired on December 31, 1979. And that is a bone of contention between the Board and the CPA. Of course, the previous memorandum (1977-1979) is still regarded as valid and binding by both parties, because the items in the agreement, especially those concerning the grievance procedures, are still followed to the letter. Even the courts seem to respect the previous memorandum when hearing lawsuits between the CPA and the Board that are still pending. However, it does irk the CPA that the Board does not take them seriously enough to even renew their comparatively innocuous memorandum nearly three years after the last one has officially expired.¹²⁵

¹²⁴ Interviews with both, CPA members and Board members.

¹²⁵ Interviews with both, CPA members and Board members.

2. Size and Isolation of the CPA

From the table on the numerical strength of the CPA, it is visible that the membership of the organization has never exceeded 469. Even should all eligible principals have ever joined the association, the total membership would never have exceeded 531. That number does not make a big and powerful association. Compared to the approximately 24,000 persons that make up the CTU, the number of principles organized is almost insignificant. Hence the CPA just does not have the clout to make any impression on the Board of Education.

Time and again, during the interviews with Board members and also with principals, when the issue of power was being discussed, this comparison of size between the CTU and the CPA was made. Board members and central office administrators pointed out that an organization has power when it is able to go on strike successfully. The CPA, management knows, cannot afford to do that, because the principals are not irreplaceable. Some principals would not even want to strike because they have too much of the professional in them, and they would not want to lose that image.¹²⁶ Many principals would not think of going on strike because they know that they are not indispensable, and that they would possibly lose their jobs if they went on strike. Thus the Board feels quite safe in this regard.¹²⁷

On two occasions, the principals were confronted with strike

¹²⁶ Robert Konen et al., Interviews, 1981-1982.

¹²⁷ Board of Education Members, Interviews, 1982.

situations, and were being persuaded and even pressurized into joining the strike that the CTU had decided to go on. The first occasion was in January 1973. A whole year prior to the strike, in January 1972, the CPA adopted a policy to "endorse and support the CTU if it must strike the Board of Education."¹²⁸ The CPA resolved to go so far as to even join the picket-lines during non-working hours of the principals till such time as the Board honored the contract they had signed with the CTU.¹²⁹ In November 1972, the CTU explicitly "asked if the principals would honor the teachers' picket lines if the CTU voted to strike. I explained that at the present time we are not protected by a contract and that principals stood to lose their jobs if they did not report to work when ordered to do so by the Superintendent."¹³⁰

The CPA was willing to cooperate fully with the CTU, if the latter answered these two questions in the affirmative:

A. If the principals honored the CTU lines and were subsequently dismissed, or otherwise disciplined would the CTU support the principals efforts to return to their positions?

B. If the principals should be forced to resort to a work stoppage, would the CTU support us and honor our picket lines?

The CTU could not answer nor could they agree to support us and honor our lines.¹³¹

¹²⁸ Thomas S. Burke, "Confidential Bulletin RE: CPA Position in CTU Strike," News Bulletin of the CPA, May 25, 1972.

¹²⁹ Ibid.

¹³⁰ Thomas S. Burke, "The Principals' Position During the Strike - In the Middle as Usual," News Bulletin of the CPA, January 25, 1973.

¹³¹ Ibid.

Therefore the CPA had no other option except to obey their supervisors and report to work. In spite of the good will manifested by the CPA, harassment, abuse and attacks were heaped on the principals during the time of the strike.

In Fall 1976, the teachers struck the Board of Education again. In preparation for the strike, Bob Healey, President of the CTU, contacted the CPA and solicited its full support. On August 27, 1975, Samuel Dolnick, President of the CPA, replied to Healey's letter of August 25, 1975, wherein he had requested the principals to honor the teachers' picket lines during the time of the strike. In his letter, Dolnick wrote:

We are sure you are aware of what has occurred about the country when principals honored the picket lines of teachers and principals refused to go to their work stations. When the strikes were settled, many principals lost their positions. In Florida, in 1968 when the principals supported the teachers' strike, over 50 percent of the Florida principals were fired and the remainder were rehired as principals at a lower salary or rehired as teachers. Our attorney has also notified us that at the present time a strike by teachers in Illinois is illegal.¹³²

On September 3, 1975, the Board of Directors of the CPA voted 38 to 1 to reaffirm their 1972 position with regard to the teachers' strike.¹³³ Thus the CPA stayed aloof from the teachers' strike because the CTU refused to give the CPA any assurance that the principals would receive the same support from the teachers in exchange, and because they were afraid of recriminations and job losses in the

¹³² Samuel Dolnick, Letter to Mr. Robert Healey, President of the CTU, August 27, 1975.

¹³³ Service Bulletin No. 2, Chicago Principals Association, News Bulletin of the Chicago Principals Association, September 5, 1975.

event of their striking.

All the parties concerned realized the delicate position of the CPA. It all boiled down to the fact that the principals' organization was too small to have any effect on the whole school system.

What would give great strength to the CPA would be the eligibility of assistant principals to join it. There are about 1000 assistant principals in the Chicago school system. Were they to join forces with the principals, together they would be a power to reckon with. The more so because the Board would find it much harder to replace both principals and assistant principals at the time of a strike. However, there are some gigantic obstacles to be overcome before such an amalgamation ever comes to pass.

In the first place, one AFL-CIO unit cannot raid another. Presently, strange though this may sound, the assistant principals belong to the CTU. As one principal bitterly puts it, "The Chicago assistant principals must be the only ones in the world who belong to the teachers!"¹³⁴

The assistant principals could join the CPA if four conditions were verified - if they wanted to; if the teachers let them do so; if the CPA admitted them; and if the Board of Education created a special administrative or supervisory certificate for them. Each of these conditions is fraught with some difficulty. Firstly, although initially many assistant principals (the number is fewer today), desired to join

¹³⁴ Bruce Berndt, Interview held at his office, Chicago, April 12, 1982.

the principals because of the professional status and superior image inherent in the CPA, when they perceived that the principals seemed to be fighting an uphill battle against the Board, and that the CTU was winning all kinds of benefits at the negotiating table, they decided to cast in their lot with the winning side. Secondly, for the assistant principals to leave the CTU, the latter unit would need to have a referendum. How could 29,000 CTU members ever be persuaded to vote in favor of the assistant principals when the loss of 1000 members would hurt their own cause?¹³⁵ Thirdly, although in recent years, the CPA would be more than happy to welcome the assistant principals with open arms, there was a time when the principals did not favor such a course of action. They felt that their organization should be restricted to principals only, or at least should not be extended to those who did not have any principal's certificate. This short-sighted policy on the part of the principals has damaged their cause.¹³⁶ Another connected problem is that even if the assistant principals would join the CPA, the latter would not have the right to defend them at the moment. Changes would have to be introduced into the memorandum of understanding before the CPA could represent the assistant principals in the event of a grievance, etc. Lastly, there is hardly any likelihood that the Board of Education will create a special certificate for assistant principals. This action would certainly not be of any

¹³⁵ Thomas S. Burke et al., Interviews held at the home of Robert Konen, September 16, 1981.

¹³⁶ Loretta Nolan, Interview held at the CPA office, Chicago, July 30, 1982.

advantage to the Board. There was a time however, when Dr. Benjamin Willis, former General Superintendent, before the period of militancy amongst principals, actually wanted to have an examination for assistant principals with the intention of creating a new certificate. But the assistant principals did not want this examination for fear of losing their jobs - if they did not take it, or if they failed to qualify. So the idea was buried, never to be resurrected again.¹³⁷

3. Professionalism versus Unionism

One of the noteworthy impediments to the development of the CPA as a strong militant organization ready to protect its membership at any cost, is the fact that its ranks still have pockets of principals who are extremely professional at heart. (This is not to suggest that the others are not at all professional. It is just a question of emphasis.) These principals are just not willing to relinquish the image that the tradition of scores of years has bequeathed to them. Most of the principals are true educators, genuinely interested in the welfare of the children studying in their schools.

The professional inclination of the principals has not gone unnoticed. Board of Education members and central school administrators have remarked about the high quality of their principals, and the professional expertise and excellent qualifications which they have

¹³⁷ John Ryan et al., Interviews held at the home of Robert Konen, September 16, 1981.

brought with them to the school system in Chicago.¹³⁸

When discussing the possibility of the CPA going on strike in the future, Board Member Mr. Sol Brandzel, himself strongly pro union, opined, "I really do not see principals as wanting to strike. I see principals as essentially professional."¹³⁹

Dr. Nina Jones, Director of Personnel, said, "I've worked with many principals. They've striven well in their work. They've brought their professionalism with them. They are well qualified."¹⁴⁰

Thus, the leadership of the CPA sometimes finds itself in a quandary. These two different orientations within the same organization are causing some internal conflict which prevents it from presenting a totally unified front.

4. No Bargaining Legislation

"Illinois is one of about 12 states which has no public sector bargaining law. Since there is no mandatory legislation, the Chicago Board of Education is not compelled to recognize any union of employees, unless it voluntarily chooses to do so."¹⁴¹

The above paragraph briefly summarizes the awkward position that

¹³⁸ Betty Bonow and other Board of Education Members of the City of Chicago, Interviews held in March-April 1982.

¹³⁹ Sol Brandzel, Board of Education member of the City of Chicago, Interview held at his office, Chicago, April 1, 1982.

¹⁴⁰ Nina Jones, Director of Personnel, Chicago School System, Chicago, April 12, 1982.

¹⁴¹ Guy Brunetti, Interview held at his office, Chicago, April 8, 1982.

the CPA finds itself in. Any consideration it receives from the Board of Education is precisely that - consideration. That makes them very dependent on the good will of the Board. It is illegal for a public employee to strike in Illinois, and there is no legal provision for the principals to appeal to binding arbitration. Whatever grievance procedures are in the memorandum of understanding between the Board and the CPA have been of tremendous help to the principals, but the last good bargaining session in connection with the memorandum was in 1968. Since then, in the opinion of Bruce Berndt, chief negotiator for the CPA, the status of the memorandum has never improved.¹⁴²

Now, whenever there is an impasse in the hearings of grievances, the principals have nowhere to go, except to the very same Board against which they are grieving. The few cases the Board has granted them are usually individual ones, which are not precedent-causing.

All the other cases have to be fought for at the courts. Indeed, that is the last and the only resort for the CPA. But going to court involves both time and money, and the CPA has little of either. With regard to time, one full-time freed principal is hardly sufficient to meet the many needs of the CPA. Presently, there are about seven lawsuits awaiting settlement at the courts. As for money, the annual dues of approximately 450 principals does not go a very long way.

¹⁴² Bruce Berndt, Interview held at his office, Chicago, April 12, 1982.

5. Economic Factors and Conditions

There have been numerous problems connected with salary that the principals have had to face. If there is truth in the opinion that better salaries is what unions are all about, then the salary problems have been of vital concern to the CPA.

The salary index was probably one of the factors which most affected the principals. In 1966, a report from a national conference stated that out of the 10 major cities in the country, only Houston and Chicago did not pay their principals according to a ratio tied in with the teachers' salaries, but followed a category system of payment instead.¹⁴³ The very next year, the payment system was converted to the index (ratio) system much to the delight of the principals. But their joy was short-lived, and 1968 found them trying to have the index system reinstated. Dr. Redmond, the General Superintendent, did support the principals' request, but his recommendation was turned down by the Board of Education.¹⁴⁴ The refusal of the Board came as a hard blow to the Chicago principals, especially since "each year more school systems were going on an index system using teachers' salaries as a base..." as was "documented by the NEA Salary Schedules for Administrative Personnel 1967-68."¹⁴⁵ Since then, the principals

¹⁴³ Pearl Jehn, "Your President Reports: NEA Conference for Principals of 10 Largest Cities," Chicago Principals Club Reporter, Vol. 56, No. 1, Autumn 1966, p. 8.

¹⁴⁴ Minutes of the Special Meeting of the Board of Directors of the Chicago Principals Club, January 16, 1968.

¹⁴⁵ News Bulletin of the Chicago Principals Club, April 11, 1968.

have never been able to get back to the salary index system.

A little over 10 years before this happened, in 1955, "schools were classified into nine levels of difficulty; principals' compensation for 10 - school months was based on the level of difficulty of the school and years of service as a principal."¹⁴⁶ This system was followed by the Board, except for the period when the salary index ratio was experimented with. Then, during the years 1968-1970, the Board commissioned Cresap, McCormick and Paget to study the issue of salary for all administrative personnel. The Cresap, McCormick, Paget (CMP) Study "recommended that principals be made an integral part of the administrative hierarchy and that they should (therefore) be placed on 12 - calendar months employment."¹⁴⁷ This recommendation was to be effective from September 1, 1971.

Although the principals were happy to be placed on a 12 - month salary, they were unhappy to receive a bi-weekly salary rate decrease of 4%, which was the Board's method for not increasing the principals' total annual salary by too much.

In a news release to the press, the CPA criticized the Board's action: "Section 3 of Board Report 71 - 270 provides for the salary increase granted to principals in January. Section 4 of the same Report cancels at least half of that increase. The CPA was not able

¹⁴⁶"FACT SHEET on Principals and the Administrative Compensation Plan," News Bulletin of the Chicago Principals Association, January 23, 1978, p. 1.

¹⁴⁷Ibid.

to negotiate this issue with the Board"¹⁴⁸

Amongst the other effects of the new plan were that "step increases were abolished, and 'merit pay' was instituted."¹⁴⁹ 'Merit pay,' based on the 'Performance Appraisal Plan,' advocated by the CMP Study, was very severely condemned by the Chicago principals. Almost an entire issue of the Chicago Principals Reporter was devoted to an evaluation and censure of the Performance Appraisal Plan. In the column of "Opinion," one principal concluded that "Merit rating tied to salary will certainly make principals try harder - to please the boss. It will not make better principals or better educational programs."¹⁵⁰ Another principal stated that the "new approach" was not necessarily correct because it was based on "accepted business management practice," as the Cresap Report seemed to suggest. The processes of education and business are not interchangeable. "The educational process deals with intangibles, not always measurable, aimed toward very long-range goals measured in human outcomes."¹⁵¹ Thomas Burke, then president of the CPA, summed up the feelings of the principals with regard to merit rating, when he claimed that principals

¹⁴⁸ Press Release, "Chicago Principals Decry Salary Cut," News Bulletin of the Chicago Principals Association, March 25, 1971.

¹⁴⁹ "FACT SHEET on Principals and the Administrative Compensation Plan," News Bulletin of the Chicago Principals Association, January 23, 1978, p. 1.

¹⁵⁰ _____, "Opinion," Chicago Principals Reporter, Vol. 60, No. 2, Winter 1970, p. 8.

¹⁵¹ Mary Ann Peterson, "Performance Appraisal Plan - Inconsistency, Insincerity, Improbability," Chicago Principals Reporter, Vol. 60, No. 2, Winter 1970, p. 17.

were not resisting evaluation, but "the tenuous nature of this new appraisal instrument," and the fact that it involves "a considerable amount of time."¹⁵²

But merit rating was not the end of the principals' financial problems. From 1971-1974, principals' salaries were based on the administrative compensation plan (Cresap, McCormick and Paget), just as for all the other administrative employees of the Chicago schools. However, the principals were the only administrative category to undergo an evaluation every year. Nineteen seventy-four marked the last year that schools were re-classified, although annual re-classification was explicitly called for by the administrative compensation plan. In 1975, all administrative personnel received an 8% salary cut owing to layoffs, but in 1976, only principals were targeted for such an economic set-back. The coup-de-grace was delivered in September 1977, when "the principals work year (was) reduced from 12 - calendar months to 11 - calendar months."¹⁵³ This resulted in severe economic losses for the principals, and was a reversion to a mode of salary payment prior to 1971, thus evidencing a total disregard for the CMP Plan.

One of the most recent instances of unjust treatment having been meted out to the principals in the matter of compensation has to do

¹⁵²Thomas S. Burke, Letter to Dr. James F. Redmond, General Superintendent of Schools, November 25, 1969.

¹⁵³"FACT SHEET on Principals and the Administrative Compensation Plan," News Bulletin of the Chicago Principals Association, January 23, 1978, p. 2.

with the "0" Days concept. Such days are defined as days on which employees would not have to report to work, but neither would the employees be paid for them. In 1980-81 alone, 10 "0" Days were allocated to the principals, although they worked only 11 - calendar months. By contrast, the 12 - calendar administrative employees had only five "0" Days. And the teachers who worked nine and one-half - calendar months, received merely two "0" Days.¹⁵⁴ Thus, principals, administrators and teachers suffered respectively for the year 1980-81, losses of 4.2%, 1.9% and 0.97%.¹⁵⁵ The figures speak for themselves.

All the economic conditions described above have seriously affected the morale of the Chicago principals. Crisis upon crisis, of a financial nature, have been visited upon the principal, to a point where the principal cannot stand being made a scapegoat any more. In a statement made at a School Board Meeting, the CPA president, Mrs. Nolan, castigated the Board, and urged them to "employ some common sense and recognize that you cannot continuously single out principals for discriminatory, arbitrary and prejudicial action...", and further cautioned it against "lighting the matches of injustice to further inflame the principals."¹⁵⁶

¹⁵⁴ Loretta Nolan, Interview held at her office, Chicago, April 14, 1982.

¹⁵⁵ Loretta Nolan, "Comparison of Losses Experienced by Teachers, Principals and Other Administrators for School Year 1980-81," Presentation at Grievance Hearing regarding 10 day layoff for principals, Chicago, January 20, 1981.

¹⁵⁶ Loretta Nolan, Statement, Chicago, September 10, 1980.

6. Some Current Problems

(a) One of the chief concerns of the Chicago principals has always been the appointment of new principals. For many years, the official process for a teacher to become a principal was to qualify by passing a special examination conducted for aspiring principal candidates. Persons who achieved a high percentage, both in the written examination and the interview, were certificated to become principals, and were then placed on an eligibility list. Appointments to principalships could then be made based on the rank-order of the principals on the list. However, in practice, it not infrequently happened that other persons, not duly certified, were appointed as principals. Prior to 1970, politics played a role in the appointment of administrative personnel. After 1970, at which time the local-council method of nominating principals began, the prospective principal's position became even worse. Sometimes the Board of Education would appoint a principal to fill a vacancy in a sensitive-area school temporarily, and then just forget about the appointments later.

Realizing the perils that the principalship was facing, CPA officials enlisted the help of other groups to bar such Board practices. "With considerable political acumen, these groups lobbied an act through the legislature which required that only certified supervisory personnel (principals) could administer a public school."¹⁵⁷ Board

¹⁵⁷ Hershel Rader, "Community Control Revisited: Trends in the Assignment of Chicago Principals," Chicago Principals Reporter, Spring 1976, p. 13.

Rule 4 - 20 was changed to read, "... nor shall any person be advanced to a higher position (than teacher) for which an examination is provided than that specified in the certificate, without additional examination and proper certificate for such advanced position."¹⁵⁸

The last principals' examination to provide candidates eligible for the principalship was held in 1974. That list of eligible principals has not yet been exhausted, but only a handful of people are left to be placed. The principals' examination of 1978 was left incomplete. Although the written examination was conducted, the interviews were not. Complaints of racial discriminatory practice were numerous, and litigation was in the offing, so the Board played it safe and discarded the entire list of potential principals. Allegedly, the Board of Education is planning a new examination now.¹⁵⁹ But the process is elaborate and slow. Should the 1974 list be exhausted, will principals be appointed at random? If so, there will be a regression to the practices of the 1920s. Should such a situation arise, the strength of the CPA will be truly tested.¹⁶⁰

(b) Another concern of the CPA is its high level of expenditures and together with this its gradually diminishing membership, especially during the last three years. From September 1980, when the CPA had

¹⁵⁸ Rules: Board of Education of the City of Chicago, Section 4 - 20, p. 18.

¹⁵⁹ Nina Jones, Interview held at her office, Chicago, April 12, 1982.

¹⁶⁰ Samuel Dolnick, Interview held by phone, Chicago-California, January 2, 1982.

469 members out of a possible 515, to April 1982, when it had 438 members out of possible 531, there was a loss of 31 members. That is, in approximately a year and a half, the percentage of membership dropped by about 8.6%.¹⁶¹ In the meantime, the expenses of the CPA have been mounting. Owing to the increasing number of law-suits during the 1970s, the budget for attorney's fees has been expanding.¹⁶² Side by side, the travel and communications expenditures of the CPA officials, especially the president, who has many meetings to attend, has increased too. Meetings have to be attended in different parts of the country in order to gain the most from national expertise. The CPA office is ideally located opposite to the Board of Education offices, and in a posh office building, which gives a special image and status to the organization of the principals.¹⁶³ Naturally the rent for that space is exorbitant.

It is obvious that the annual dues of the CPA have had to keep pace with its ever burgeoning expenditures. In 1956, the annual dues were \$25.00. From 1957-64, the dues were \$30.00. In 1964, the dues

¹⁶¹ Minutes of the Chicago Principals Association, September 1980 - April 1982.

¹⁶² For the sake of illustration, in 1969-70, the attorney's fee was \$2,834.16; in 1974-75, it was \$9,975.25 (News Bulletin, March 13, 1975); and in 1978-79, the CPA budget anticipated legal assistance and fees together at \$37,430.00 (1978-79 Annual Budget, CPA, June 12, 1978).

¹⁶³ The offices of the CPA and the Chicago Board of Education are located at:

The Chicago Principals Association
Local 2, AFSA, AFL-CIO
221 N. La Salle Street
Chicago, IL. 60601.

Board of Education of the
City of Chicago
228 N. La Salle Street
Chicago, IL. 60601.

were increased to \$40.00. By 1968, the CPA officers sought to increase the dues to \$100.00,¹⁶⁴ and already by 1970, they were requesting \$200.00. Active membership dues for the year 1978-79 were up to \$295.00.¹⁶⁵ And in the year 1981-82, the dues were \$404.00.¹⁶⁶

With the annual dues being so high, and because closed shop is not being enforced, the only incentives for principals to continue their membership with the CPA are the anticipated benefits of the association. But since the CPA has not only not been gaining anything significant, or beyond what the CTU gains at each negotiation, but has positively been getting a raw deal in certain instances, some individual principals are beginning to reconsider the value of retaining their membership, and hence the falling off in their total numbers. The result is a catch 22 situation, because less members means less income and this naturally leads to restricted activity and curtailed efficiency, which in turn leads to a further dwindling of membership.

(c) A third problem confronting the CPA is that of re-classification of schools. This relates to something most vital to the principals because it affects their salaries and benefits. Since the initiation of the administrative compensation plan in 1971, the pay schedule

¹⁶⁴"Fact Sheet on Dues Referendum," News Bulletin of the Chicago Principals Association, April-May 1968.

¹⁶⁵1978-79 Annual Budget, Meeting of the Governing Board of the CPA, June 12, 1978.

¹⁶⁶The actual annual dues is \$364.00. But since March 1980, each CPA member is assessed \$40.00 extra annually. This extra fee covers the legal costs for a lawsuit requiring the Chicago Board of Education to appoint only certificated principals to all administrative and supervisory positions.

for school employees working in grades 1-12 has been set. Principals fall into grades 3-7. The classification of schools to a great extent determines what grade level of pay a principal will get. Schools are classified differently depending on a variety of factors, some of which being size and complexity of the school, the kinds of programs being conducted in the schools, the estimated difficulty level of maintaining discipline in schools, the academic achievement, and so on. Strictly speaking, the schools should be re-classified every year. But de facto, they are not.¹⁶⁷

In a letter to Mrs. William Rohter, Board member and Chairman of the Administrative Salary Committee, the CPA president wrote, "We would like to suggest that the re-classification of schools is long overdue. Schools were last re-classified January 1, 1974, over two years ago."¹⁶⁸ In the meantime, the letter continued to suggest, numerous changes had occurred in many schools, so as to render the previous classification without merit. More than a year later, on February 17, 1977, the CPA president once again reminded the Board of its commitment to revise the classification of schools by December 1, 1974, but to no avail.

During an interview with a Board member, it was conceded by the member that, classification of schools, which was last done in 1974,

¹⁶⁷Michael Wren, Assistant Director Employee Relations, Interview held at his office, March 31, 1982.

¹⁶⁸Samuel Dolnick, Letter to Mrs. William L. Rohter, Board Member, and Chairman of the Administrative Salary Committee, Chicago, January 26, 1976.

was of major concern to the principals because its consequence was that "some teachers are making more (money) than some principals. We are aware of this," the Board member said, "and we are doing something about it."¹⁶⁹

Structure and Affiliations of the CPA

Structure

The CPA has changed very little structurally since its inception in 1899. For the sake of administrative convenience, however, the number of auxiliaries that the organization has been divided into has altered. The organization started out with six auxiliaries. During the years 1961-81, the number of auxiliaries varied from 10 to 15. In June 1981, it was decided to have 12 auxiliaries. Elementary school principals formed 10 auxiliaries. Auxiliary 11 was comprised of high school principals, and auxiliary 12 consisted of directors, administrators and coordinators.¹⁷⁰ It should be remembered though, that this last auxiliary only has about 15 members.

With regard to the administration of the CPA, there are five

¹⁶⁹Luis Salces, Board of Education Member, City of Chicago, Interview held at his office, Chicago, March 25, 1982.

Subsequent to these interviews with Michael Wren and Luis Salces, in a very recent telephone interview with Michael Wren (January 26, 1983), it was confirmed that the schools have already been re-classified, and the new re-classification system will be in effect from February 6, 1983.

¹⁷⁰News Bulletin of the Chicago Principals Association, June 11, 1981.

elected central officers who administer the organization. Each auxiliary has three officers who are also elected. The central officers, together with the auxiliary officers, form the Board of Directors of the CPA. This governing board meets on a monthly basis, unless an emergency situation warrants an extra meeting. It is at the meetings of the governing boards that most decisions on behalf of the CPA are made. But really major decisions are left up to the general membership which is convened for special occasions.

The duration of the term for all the elected officers of the CPA is two years. It is the view of several principals that this period be extended, for there is a danger of a lack of stability in the direction of the organization. This is especially true of the office of the president of the CPA. As a former officer put it, "The Board of Education thrives on the changes of the president. It takes over a year for the incumbent president to learn the complexities of his/her office, and just at the time when the functions have been mastered, the term of office expires."¹⁷¹

Since 1969, the president is a full-time freed employee of the Board of Education on a leave of absence. But the president's salary is paid by the CPA. Two other full-time workers help the president conduct the business of the CPA office. One is a secretary, and the other is a receptionist and book-keeper. Both these persons are not employees of the Board. They are hired and paid by the principals' association.

¹⁷¹ Joseph DiLeonarde, Interview held at his home, Chicago, April 16, 1982.

Affiliations

Although the Chicago principals had their own "Club" from 1899, they had risen to the rank of principals after years of service as teachers in the Chicago school system. Hence most of them belonged to the teachers' organizations of NEA or AFT. It was only when these organizations discouraged the continued presence of principals (for reasons of conflict of interest, etc.) that the principals left their ranks and joined organizations catering to principals. Some of these organizations are the National Association of Elementary School Principals (NAESP), the National Association of Secondary School Principals (NASSP), the American Administrators and Supervisors Association (AASA) and the Association of Supervisors for Curriculum Development (ASCD). All these organizations are professionally oriented. And currently, the CPA belongs to them as a group, and pays them group membership fees.¹⁷²

Apart from these professional associations, the CPA also has some labor affiliations. As seen earlier, as of January 1971, the CPA became a member of the National Union of School Administrators and Supervisors, AFL-CIO. At first, this union was merely an organizing committee (SASOC), but in July 1976, SASOC became the American Federation of School Administrators (AFSA), the official name of the union of school administrators and supervisors all over the country. And this national union (AFSA) became officially a charter member of the

¹⁷² 1981-82 Annual Budget, Chicago Principals Association, June, 1981.

AFL-CIO.

The CPA has been among the most active locals of AFSA. Already at the time of its inception as SASOC, Thomas S. Burke and Joseph DiLeonarde had a big role to play in gaining the charter from the AFL-CIO. Since then, Chicago has always had its representatives as officers on the executive board of this national union. Presently, Loretta Nolan and Bruce Berndt of the CPA are both vice-presidents of AFSA, AFL-CIO.

In April of 1970, on the initiative of the CSA in New York, and also some of the principals who were officers of their associations in Philadelphia, Los Angeles and Chicago, a national organization called the National Council of Urban School Administrators and Supervisors (NCUSAS) was formed. Its purpose was to share materials and exchange views on urban educational problems of common interest. By April 1972, NCUSAS was serving 19 big-city school systems.¹⁷³ This national organization did not survive long. In 1976, when AFSA was born and officially chartered by the AFL-CIO, NCUSAS disappeared. It had become obvious that the need of the day for school administrators and supervisors was not a "council" to offer advice of a professional nature to its members, but a "union" which could give strength to the administrators in the event of management not heeding its needs and demands.

The last two organizations that the CPA affiliated with are the Illinois Federation of Labor and Congress of Industrial Organizations

¹⁷³ News Bulletin, Chicago Principals Association, April 27, 1972.

(IFL-CIO), and the Chicago Federation of Labor and Industrial Union Council (CFL-IUC). These affiliations took place in December 1971.¹⁷⁴ The reason for affiliation with these blatantly union organizations was to gain leverage at the political level. Although not a union city by legislation, Chicago is a union city to some extent. The CPA felt it needed the support of the IFL-CIO and the CFL-IUC in lobbying at Springfield and in order to pull some political strings in Chicago.¹⁷⁵

Summary

The Chicago Principals Club was founded in 1899 with the dual purpose of improving the professional status of school principals in Chicago, and also of promoting the educational climate in the city schools. Until the 1960s, the Club continued to fulfill the purposes for which it had been created, by means of its monthly meetings, its magazine, the Chicago Principals Club Reporter, its news bulletins, and its regular dinners and social gatherings. But in the mid 1960s, a number of circumstances contributed to the rise of militancy amongst the members of the CPC. When in 1964, a memorandum of understanding was adopted between the Board of Education and the CTU, and also between the Board of Education and the Chicago Division of the Illinois Education Association, the Chicago principals felt that they were being left out of the picture, and requested for a memorandum of understanding

¹⁷⁴News Bulletin, Chicago Principals Association, January 13, 1972.

¹⁷⁵Thomas S. Burke, Interview held at the home of Robert Konen, Chicago, September 16, 1981.

of their own. The historic memorandum was not obtained until June 10, 1965, and even then, all that had been won was a 10 - lines agreement with the Board of Education which simply recognized the CPC as the official organization representing school principals. But subsequent memoranda of understanding between the CPC and the Board of Education in the years 1967, 1969, and 1970, resulted in significant gains for the principals. During the years 1969 and 1970, many principals were anxious to change the name of their organization from "Chicago Principals Club" to "Chicago Principals Association," thus getting rid of the social and happy-go-lucky connotation that was attached to the word "club." From March 1971, the organization became officially known as the CPA. At about the same time, efforts were being made for creating a national organization of school administrators and supervisors which would be affiliated with the AFL-CIO. On April 22, 1971, the president of the latter organization presented a charter to SASOC. On that charter were the signatures of the president and vice-president of the CPA. From the time of the foundation of that national organization till now, the CPA has played an active role in the national scene; after all the CPA is Local 2, AFSA, AFL-CIO, second only to the CSA in New York, which is Local 1, AFSA, AFL-CIO. The period 1971-1981 has been one of numerous problems and crises for the CPA. Although the memorandum of understanding with the Board of Education has been periodically renewed, no further benefits have accrued to the principals after the memorandum of 1970. In some instances, the Board of Education has been tardy in renewing the memoranda, and since 1979, the memorandum has not yet been renewed.

There being no bargaining legislation for the public sector in Illinois, the principals have no means to apply any coercion on the Board, in the event of any impasse that has developed either during discussions with the General Superintendent of schools or from grievance hearings. The only resort of the CPA is the court, and the organization has availed of this resource frequently, often to its own advantage. With the hope of getting some bargaining statutes introduced into the legislature, the CPA has attempted lobbying with important city councils in Chicago and also at Springfield. In order to strengthen its endeavors, it has affiliated with the IFL-CIO and with the CFL-IUC. Affiliation with professional associations like the NAESP and the NASSP has benefitted the CPA professionally.

CHAPTER IV: PART II

HISTORICAL DEVELOPMENT AND ANALYSIS OF THE PRINCIPALS' AND ADMINISTRATORS' ORGANIZATIONS IN DETROIT, 1961-1981

Introduction

In the early 1960s, there were many different groups or associations of school administrators in the Detroit school system. The principals and assistant principals each had their own associations, catering to their different levels, that is, elementary, junior high and senior school levels. As with the principals, so too with the department heads there were various groups, except that these latter were divided according to the subject matter areas that they taught and supervised: languages, social studies, mathematics and sciences. Altogether, there were around twenty-one groups or associations at that time.¹

Every year, prior to the adoption of the budget, these groups would send their representatives to the Detroit Board of Education to present their needs concerning wage increases, working conditions and other privileges. Naturally, each group sought to protect and further its own interests. Frequently, the interests of one group would conflict with the interests of another group. The inevitable result was

¹Detroit Board of Education, Detroit Public School Directory, 1963-64, Detroit, Michigan, pp. 114-122.

that no party was satisfied. The Detroit Board of Education found it very convenient to play these groups one against the other because acceding to any one group of these various vying parties, would almost necessarily result in harming another group's interests. Thus, Detroit's school administrators worked in an atmosphere of division, jealousy and mistrust.²

The Detroit Federation of Administrators and Supervisors

It was not until 1964 that the various associations began to think in terms of uniting forces, so that they could present a more effective front at the time of making their needs known to the Board. Thus the Detroit Federation of Administrators and Supervisors (DFAS) was born in the fall of 1964. The Federation's purpose was "to improve educational services by promoting and facilitating communication and consultation among all employees and members of the Detroit Board of Education."³ Although not explicit in the "purpose," the DFAS really wanted collective bargaining privileges for middle management school personnel.

Nothing could have been more timely than the passing of Public Act 379 by the Michigan legislature in 1965.⁴ This Act enabled public employees to organize and bargain collectively. Teachers' unions

²Martin Kalish, former President DFAS; Co-founder and President OSAS; Executive Vice-President AFSA, AFL-CIO; Interview held at the OSAS office, Detroit, Michigan, September 24, 1981.

³The Detroit Federation of School Administrators, Constitution, p. 1.

⁴Interview with Martin Kalish.

immediately seized the opportunity and pressed for bargaining units. This phenomenon occurred not only in Detroit, but throughout the state of Michigan. Public Act 379 did not, however, benefit the middle level of school administrators initially, because it was not at all clear whether these bargaining rights were extended to them. Being administrators and supervisors, it was uncertain whether they belonged to the category of "manager" or "worker." Until this issue was solved, the school principals and other administrators had no rights to collective bargaining. And it was not until 1968 that the State Labor Mediation Board ruled officially that Public Act 379 also applied to administrators and supervisors.

The DFAS admitted to its membership "All contract employees up to the rank of assistant superintendent not within the jurisdiction of the Teachers' Representative Committee."⁵ What proved to be the great unifying factor and the strength of the DFAS was that the officers of the organization were elected, and all policy and business of the organization was determined on a one-person, one-vote basis. Thus, the vote of a department head carried as much weight as that of a principal or of a central office administrator, who had a higher rank and a much higher salary.⁶ The organization was administered by a president, a vice-president, a secretary and a treasurer, who formed part of the Executive Board. Another additional seven board members

⁵The Detroit Federation of School Administrators, Constitution, p. 1.

⁶Freeman Flynn, former President OSAS, Interview held by phone, June 4, 1982.

were elected by the membership.⁷

Hampered and restricted at that time, by the lack of any enabling legislation, (since Public Act 379 was not clarified till 1968), the DFAS nevertheless aggressively pursued bargaining rights. This bold approach was spearheaded by Dr. Freeman Flynn and Martin Kalish, both of whom had the advantage of experience as former vice presidents of the Detroit Federation of Teachers. As a matter of fact, the entire active and militant membership of the DFAS was previously active and militant in the Detroit Federation of Teachers (hereinafter referred to as DFT).

After being secured 30 percent of the eligible DFAS membership to sign a petition, (this happened some time in the fall of 1965), the President, Martin Kalish, presented his case to the Detroit Board of Education, stating that the DFAS had fulfilled the requirements of Public Act 379 for a bargaining unit. His request was denied - on the grounds that that Act was unclear with regard to administrators and supervisors. Kalish used other forceful arguments to win official recognition from the Board, (such as quoting the instance of recognition afforded to administrators and supervisors by the Allen Park Board of Education, which was covered by the same State law), but it was all to no avail.⁸

However, although the DFAS never did achieve recognition as the

⁷The Detroit Federation of School Administrators, Constitution, pp. 1-2.

⁸Interview with Martin Kalish.

exclusive bargaining agent for administrators and supervisors belonging to middle management, it did achieve quite a measure of success. Soon after it had formed, the DFAS gradually established the precedent of meeting regularly with the Superintendent to discuss the salary and work conditions of its membership. Dr. Samuel Brownell, the then Superintendent, was also persuaded to include DFAS representatives on various committees. Thus, a channel of communications had been set up. In addition, the DFAS also inspired middle management with a feeling of confidence and security. There was now an organization to fight for the individual members. Solidarity with the membership began to catch on. All this was good preparation for the later struggles that the administrators and supervisors were to have with the Board of Education in their pursuit for exclusive recognition and bargaining rights.

The Detroit School Administrators' Council

When it was observed that the DFAS was making rapid strides in its organizational development and in its pursuit for obtaining collective bargaining rights, some groups of school administrators, notably the principals and assistant principals, decided to form their own organization with the intention of directly furthering their own interests at the time of the Board's adopting the annual school budget. After some preliminary meetings towards the end of 1964, on January 6, 1965, the new organization was formed.⁹

⁹ School Administrators' Council, Minutes of Meetings, Detroit, Michigan, January 6, 1965.

The purposes of the Detroit School Administrators' Council, which is the name the organization assumed, (it was referred to as the SAC), were similar to those of the DFAS: to improve relationships and communications between building administrators and the superintendent, to review policies and procedures with the superintendent, and "to consult and negotiate" with Board Members and the superintendent "before enactment" of policies and procedures affecting administrators.¹⁰

Contrary to the open door policy of the DFAS, the membership of the SAC was restricted to the following associations:

1. Association of Elementary Administrators of Detroit
2. Detroit Association of Junior High Assistant Principals
3. Detroit High School Assistant Principals' Association
4. Detroit Junior High School Principals' Association
5. Detroit Senior High School Principals' Association

Four council members represented the Elementary Administrators. Two council members were designated from each of the other member associations. Like the DFAS, each council member voted on a one-person, one-vote basis.¹¹

The reason for the SAC leadership excluding all except principals and assistant principals from their membership was that they felt that there was too much of a conflict of interests between them and the others. Besides, they argued that school principals had some unique

¹⁰ School Administrators' Council, By-Laws, Detroit, Michigan, p. 1.

¹¹ Ibid.

problems which the others did not have in common. In particular, they were facing a triple pressure in the early 1960s: pressures from the community, (in the social context of racism, white principals were not being accepted too well in predominantly black communities), pressures from teachers, who were exhilarated by their recent powers acquired through increased collective bargaining, and lastly, pressures from the students, whose indiscipline was mounting to unbelievable heights.¹²

Having refused membership to other school middle management personnel, ranging from department heads to assistant superintendents, it may be presumed that the SAC had thus successfully eliminated the source of division within the membership. But although true to a certain extent, the roots of dissension were not totally obliterated, because the SAC was itself a melting pot of five associations. In previous years, these groups, although aware of their common problems and interests, still vied with one another when it came to salary increases, benefits and privileges. Thus their unifying into a single unit did not put a complete stop to rivalry and even animosity.¹³

Like the DFAS, the leadership of the SAC was comprised of men who were earlier very active while they were teachers. The difference was that whereas most of the DFAS faction came from the Detroit Federation of Teachers (DFT), those from the SAC had earlier belonged to the Detroit Education Association (DEA). This difference is of great

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William Koloff, former Vice-President DFT, and former Vice-President DFAS, Interview held at his school office, Detroit, Michigan, April 22, 1982.

13 Ibid.

significance and was clearly manifested in their organizational behavior. The DFAS assumed the posture of being a union for all of school middle management. It even made attempts at affiliation with the American Federation of Labor. The SAC, on the other hand, neither referred to itself as a union nor did it make any efforts at affiliation with any kind of national labor organization. They completely dissociated themselves from the DEA and maintained that they were a totally independent unit. Also, initially the SAC did not seem very interested in gaining collective bargaining privileges for itself.¹⁴

Almost from the time of the inception of the SAC, the contrast between the DFAS and the SAC became evident and a strong rivalry developed between them. The DFAS came to be viewed by the SAC as a dangerous rival. The DFAS had their own newsletter which freely and boldly voiced pro-labor positions. The federation criticized the SAC as an old-fashioned and outdated group which was ineffective in pursuing its objectives. Moreover, the DFAS was numerically stronger, having approximately 800 members compared to the 600 members of the SAC. To make matters worse, the DFAS opened its doors to SAC members, because all middle management personnel were eligible to join. All they had to do was pay dues. Several of the SAC membership, attracted by the aggressive nature of the DFAS, began to hold dual membership.¹⁵

Being moderate in their demands and more "professionally" inclined than their counterparts, the SAC made little or no headway with the

¹⁴ Interviews with Martin Kalish and William Koloff.

¹⁵ Ibid.

Board Members and Superintendents of Education in Detroit. Their approach was more one of reacting to the decisions of management rather than having input with regard to how management should decide. Eventually, they did succeed in emulating the DFAS in having a working relationship with the Superintendent, Dr. Samuel M. Brownell.¹⁶

Attempts at Amalgamation

In the meantime, it was slowly becoming evident to both the DFAS and the SAC, that the Board of Education and the Superintendent were playing the two groups one against the other. Administrators felt that their salary concerns and other considerations presented to management were treated with scant respect whether presented by the DFAS or the SAC, and management always cited the demands of the other group as being the reason for denying the requests of the presenting group.¹⁷

It was as early as the middle of 1965, when both organizations were still comparatively new, that the suggestion was first made that the groups amalgamate and form one united group which could then present their common needs more forcefully before the Board of Education. But it was not until fall of that same year that any concrete steps were taken in this direction. The change of officers in the SAC helped to make the difference. Robert J. Brownell became the new Chairman on October 1965. The SAC then pushed for a meeting with the

¹⁶ Ibid.

¹⁷ Ibid.

DFAS to discuss the possibilities of a merger. The meeting, which was held on November 5, 1965, turned out to be a dismal failure. There were just too many differences between the two groups for them to be reconciled. Chairman Brownell reported back to the SAC that the DFAS' adamant stand of having things their own way was unshakeable.¹⁸

Having failed in their attempt at amalgamation during the merger talks at the meeting on November 5, 1965, the SAC took on a more aggressive stance and pursued the goal of collective bargaining rights for their own group of principals and assistant principals. In December 1965, the SAC petitioned the Detroit Board of Education for rights of representation on the strength of the great majority of votes they had received from the principals and assistant principals. When they were denied this petition, the SAC followed the footsteps of the DFAS, acquired the necessary number of signatures (30% of membership) and also took their request to the Michigan State Labor Mediation Board in January 1966. Like the DFAS, the SAC too were refused at this level.¹⁹

Rise of Militancy Amongst Detroit School Principals and Administrators

Once the teachers became well organized and powerful through their organizations of the DFT and the DEA, the Detroit Board of Education found them to be a force that was tough to reckon with.

¹⁸ School Administrators' Council, Minutes of Meetings, Detroit, Michigan, May 11, 1965, October 21, 1965, November 5, 1965.

¹⁹ Interviews with Martin Kalish, Freeman Flynn, and William Koloff.

The Board was being forced into contracts that they were not well pleased with. Among the items that ended up being in the contracts were some which vitally affected the principals and other administrators. Often, these items were agreed upon without any prior consultation with the principals and administrators who had to nevertheless strictly adhere to the terms of the contracts, lest they themselves got into deep waters - either with the teachers or with the Board of Education. Thus these middle management personnel found themselves in an increasingly worse bind between the teachers and the Board of Education.

Not only did the principals and administrators lose some of their privileges and prerogatives by having to execute the teachers' contract - to which the Board of Education indirectly bound them - but in the process they were losing their authority and status. In a sense, the contract was dictating principals' behavior as they worked with teachers. Consequently, the principals found it difficult to administer the schools in accordance with earlier traditions and standards. The only way for them to get out of this bind was by having their own contract with the Board of Education. This could only be achieved if they had collective bargaining rights.²⁰

A brief mention of the social context during these crucial years helps the perspective. The 1960s was a period of tremendous upheaval and social unrest. Multi-racial and densely populated cities like Detroit, suffered considerably as a result. School began to be

²⁰ Ibid.

affected by the strong pressures being applied to them by the community. Older students picked up this pattern of protest from their parents and the community at large. They started to assert themselves and demonstrated their strength by challenging established authorities. Within this context, teachers and principals were trying to consolidate and expand their own power.²¹

One such example of protest and rebellion against authority is noteworthy for it did much to promote the spirit of militancy among principals and administrators in Detroit. The incident occurred at Northern High School in the inner city of Detroit. The students staged a walkout on April 7, 1966.²²

At a meeting of the SAC on March 10, 1966, Arthur Carty, the then principal of Northern High School, complained of being harassed by some of the union teachers at his school, and of not being backed by higher administrators.²³

So the SAC took up his case and approached the Superintendent, Dr. Brownell on March 24, 1966, and the latter agreed to present their views at a meeting with the DFT officials. In the meantime, the students at Northern, the great majority of whom were black, staged a

²¹Ibid.

²²This incident and its consequences are narrated as has been reported during the interviews and as emerges from the records. The incident is being quoted only insofar as it had its bearing on the development of collective bargaining for principals and administrators in Detroit, and is no way intended as a reflection on the community, staff or administration of the Northern High School.

²³This accusation was subsequently denied by the teachers. But the denial itself is not relevant. What is relevant is the sequence of actions that this perceived behavior triggered.

walk out. They demanded the removal of the principal as a condition of their return and attributed their behavior to educational inadequacies in the school.

There followed several meetings between Board Members, the Superintendent, parents, staff and students, etc. Investigations were made, one of which was boycotted by the students. The Board finally decided to re-assign Arthur Carty to a position in its own main office. Thus the crisis at Northern was finally brought to an end.

This removal of a principal owing to pressures applied by students, and indirectly by the community, had far-reaching results. It was the first time in the school system's history that a principal had been treated thus. The situation created indignation and panic among the administrators. Would they themselves be next in line as victims of their community's whims? In order to show their disapproval of the action taken, many administrators picketed the main offices of the Detroit Board of Education. They also took legal steps to protect the rights of Arthur Carty. Since the latter belonged to the SAC membership, this organization became active. The SAC started collecting money to defray the legal expenses. It began mouthing union slogans of unity and solidarity. The net result was that the SAC gradually abandoned their "moderate" and "professional" attitude and assumed a more definite aggressive approach toward the Board of Education.

This change of attitude brought the SAC much closer to the DFAS. What made things easier was that the DFAS, through its communications with its membership, strongly befriended the SAC in its stance against

the Board. Once again, the urgent need for collective bargaining was stressed. Thus the Arthur Carty incident did more for the cause of collective bargaining among administrators and supervisors than many discussions and meetings with the Board and the Superintendent.²⁴

At about this same time, on April 11, 1966, a significant meeting was held between the Board of Education, representatives of the DFAS and the SAC, and Robert Blackwell, the mediator of the State Labor Mediation Board. At this meeting the Board position came to be known, that if the two administrative organizations compromised and joined themselves into one union, they would get recognition as the sole bargaining agent. Nevertheless, the representatives of the DFAS and the SAC were so adamant in their stands that a reconciliation seemed to be impossible!²⁵

However, the leaders of the respective organizations, Martin Kalish, President of the DFAS, and Robert Brownell, Chairman of the SAC, still discussed their amalgamation. They proposed areas of compromise and wrote a joint letter to their memberships. These attempts were rendered futile, because the vote at the meeting of the SAC officers was against the proposal. Instead, the SAC sought further means to attain collective bargaining rights for principals and

²⁴This and the preceding paragraphs are based on the interviews with Kalish, Flynn and Koloff. Corroborating this information were the interviews with William Saunders, second treasurer of the OSAS and writer of its Constitution, and Robert Baker, long time active member of the OSAS and its president from 1975-1979.

²⁵School Administrators' Council, Minutes of Meetings of DFAS and SAC with the State Labor Mediation Board, Detroit, Michigan, April 11, 1966.

assistant principals alone.²⁶

Thus although the situation was ripe for the obtaining of bargaining rights, although militancy of principals and administrators was at its highest pitch, and although amalgamation of the DFAS and the SAC was all that seemed necessary to achieve a recognized union to represent middle management, that goal was still not reached until the fall of 1966.

The Organization of School Administrators and Supervisors (OSAS)

Foundation (1967)

As seen earlier, but for the intransigence of the SAC and the DFAS, they could have easily merged into one group and obtained recognition. Such a merger did eventually come to pass. The Detroit Board of Education had arranged a workshop for school principals, with the intention of helping them to deal with the teachers' contract since it presented so many problems for administrators. But at the workshop, the administrators discussed something else - how they were in a sorry predicament because of the teachers' contract. Not only were they sandwiched between the Board of Education and the teachers, but they had also lost much authority because the Board had given away so much to the teachers. They also discussed the recent pressures they were experiencing from their communities and students, who were jeopardizing their job security. Meanwhile, the Board disregarded the

²⁶ Interviews with Kalish et al.

administrators' needs and representations because they had no strong, organized, and unified voice.²⁷

So the administrators began to think more decisively in terms of presenting a united front to the management, thus uprooting all sources of divisiveness among middle management personnel. They finally realized that the areas of consensus among the different groups of administrators were greater than the areas of disagreement. Hence, meetings were arranged between the two heretofore rival factions of the SAC and the DFAS. The discussions were long, friendly, and fruitful. At the separate caucus of each organization, unanimous agreement was reached with regard to the founding of a new organization. All kinds of compromises were made with regard to the name and structure of the proposed organization.²⁸

The SAC refused to have the word "Federation" in the name and title of their new group, whereas the DFAS thought the word "Council" was misleading because it smacked too much of weakness, as if it were a group just offering advice. They finally agreed to call themselves the "Organization of School Administrators and Supervisors."²⁹

With regard to the structure, it was decided to have three main categories:

1. Administrators (Principals and Assistant Principals)
2. Department Heads

²⁷ Ibid.

²⁸ Ibid.

²⁹ Ibid.

3. Central Staff Personnel

The executive board, members of which were to have one vote each, would consist of elected representatives from each of the three parts on a "proportional basis, which shall be one executive member per 100 members or major fraction thereof for each category. In no case shall a category be represented by less than one executive board member."³⁰

The purpose of the OSAS was "to improve education by strengthening the leadership role and raising the status of school administrators and supervisors in the organization."³¹ This aim was to be achieved by becoming and acting as sole bargaining agent for middle management, by reviewing policies and procedures with the Superintendent, by representing administrators and supervisors with regard to salaries and work conditions, and finally by improving communications and relationships with all groups and bodies that could affect the welfare of the OSAS.³²

The writing of the Constitution of the OSAS, parts of which have been quoted above, and all the compromises between the DFAS and the SAC did not come about immediately. A special constitution committee was established for this purpose, and several meetings between the SAC and the DFAS representatives were held.

It was at one such meeting on October 5, 1966, that the official

³⁰ Organization of School Administrators and Supervisors, Constitution, pp. 2-3.

³¹ Ibid.

³² Ibid., pp. 1-2.

name of the organization was accepted and officers were elected. The then DFAS President, Dr. Freeman Flynn, was nominated and unanimously elected as the interim president of the OSAS. The Chairman of the SAC, Harrison Holdridge, was elected Vice-President.³³

On October 10, 1966, a letter was sent out to all school administrators and supervisors by the President, Vice-President and the interim executive board of the OSAS, asking them to join the new group.³⁴ It was not till November, 1966, that the DFAS and SAC officially dissolved their own organizations at separate meetings. On dissolution, nearly all the members of the two organizations joined the OSAS. However, the five member associations of principals and assistant principals that belonged to the SAC did not dissolve themselves. These five associations functioned on their own, meeting regularly to discuss their problems, which were mostly professional and which had nothing to do with collective bargaining. They posed no threat to the OSAS and had no intention of seeking sole collective bargaining rights.³⁵

In the meantime, plans were afoot for obtaining recognition from the Detroit Board of Education. There were still some difficulties with regard to the legality of the matter. Two specific issues stood out: (1) Could administrators and supervisors legally belong to a

³³ Detroit Federation of School Administrators and Supervisors - School Administrators; Council, Minutes of Meetings, October 5, 1966.

³⁴ Letter from the Interim Executive Board and Officers of the OSAS, October 10, 1966.

³⁵ Interviews with Kalish et al.

union, since Public Act 379 was vague on this score? (2) Which categories of administrators and supervisors could belong to such a bargaining unit?³⁶

The Superintendent, Dr. Norman Drachler, seemed to encourage the idea of a middle management union, partly because it would be a help to him and the Detroit Board of Education if all the administrators and supervisors of the school system were organized into one unit. How else could he deal effectively with the problems and concerns of so many individuals? And Detroit being such a large, urban system, it certainly had its share of problems.³⁷

Finally, the Board of Education agreed to include in the bargaining unit all administrative and supervisory personnel not covered by the Detroit Federation of Teachers and accepted the group for collective bargaining purposes. The historic settlement was made on January 24, 1967, when the Board of Education signed an Interim Recognition Agreement with the OSAS, which was to remain in effect till July 1, 1968, "unless extended or modified."³⁸ The first paragraph of this Agreement reads: "The Board recognizes OSAS as the exclusive collective bargaining representative of personnel employed in classifications set forth below for the purpose of bargaining with the Board with

³⁶ Ibid.

³⁷ Ibid.

³⁸ Interim Recognition Agreement between the Detroit City Board of Education and the OSAS.

respect to rates of pay, wages, and hours of employment."³⁹ There then follows a list of 33 classifications of employees in an administrative or supervisory capacity.

In the Agreement, the Board made it clear that the recognition was not accorded "pursuant to Act 379 of the Public Acts of the State of Michigan or any other law relative to the collective bargaining rights to public employees."⁴⁰ This is a significant fact, because it indicates that the OSAS won collective bargaining rights prior to enabling legislation where administrators and supervisors are concerned. As a matter of fact, it would be well to note here itself that the ambiguity of Public Act 370 was not lifted until December 1968 (that is, almost two years after the historic Interim Recognition Agreement was signed), when the State Labor Mediation Board made a decision with regard to the Hillsdale principals and supervisors association, considering it an appropriate unit for collective bargaining purposes.⁴¹

³⁹ Ibid., p. 1.

⁴⁰ Ibid., p. 3.

⁴¹ Interviews with Martin Kalish and Freeman Flynn.

See also the Hillsdale Decision made by the Michigan State Labor Mediation Board, Case No. R 66 L - 440, December 2, 1968, p. 869.

The Labor Mediation Board decided thus:

We conclude that the bargaining unit appropriate for the purposes of collective bargaining in this case is:

High School, junior high, and elementary school principals, curriculum coordinator, reading coordinator, ESEA coordinator, cooperative education coordinator, head librarian, and physical education direction; excluding: teachers, superintendent, assistant superintendent, business manager and all non-certificated employees.

A significant question to ask is why the Detroit Board of Education accorded collective bargaining rights to the OSAS voluntarily, that is, without any compelling legislation.⁴² Martin Kalish and others interviewed suggested the following reasons:⁴³

1. The Board members all realized the unfortunate and awkward circumstances of the administrators who were obviously caught in a bind between the Board of Education and the Teachers' Contract.
2. The Board sensed the erosion of authority being experienced by administrators as a direct result of the Teachers' Contract.
3. The Board felt they could use the administrators' union as an excellent foil to counter the never-ending demands of the teachers. The Board could thus play administrators against teachers and vice versa.
4. It would be beneficial to the Board and the Superintendent themselves, because the numerous problems and complaints of administrator associations were getting too time-consuming to handle. Earlier, two organizations (DFAS and SAC) were more convenient to deal with than the 30 or so previous associations. Dealing with just one organization would be even easier.

⁴²This question is especially significant because this study is a comparative one, and because Chicago has no enabling legislation as yet.

⁴³Interviews with Martin Kalish and Freeman Flynn.

5. The City of Detroit had (and still has) a history of labor orientation and unionism.
6. A strong faction of the then Detroit Board of Education had a labor background themselves and hence were more liberal in their attitude towards unions.
7. Many of the top level management staff of the school system, the ones who made recommendations to the Board members, were previously DFT members with a union bias.
8. The number of protests against administrators by communities was growing. These protests greatly increased the pressures on both, the Board of Education and the administrators. Granting a contract to the administrators would help to counteract such community pressures.
9. The social context of racial unrest promoted the fervor of general militancy in the city. The teachers and students had been already infected by this unrest. It seemed impossible to stem the tide, in any case. The administrators were already engulfed in the same surge. It would be futile to resist any longer.
10. The administrators and supervisors were not merely interested in better salaries and working conditions. Many of their problems concerned the improvement of the children's education and other professional concerns.

Whatever the reasons, the OSAS was formally recognized as of January 24, 1967, and has since been firmly entrenched. After the Interim Recognition Agreement then made between the Board and the OSAS,

the first regular Agreement was spelled out on November 3, 1967, and remained in effect until June 30, 1968. This Agreement was lengthy and detailed, running into almost 13 pages. Included in it are details about recognition, administrative classifications which were accepted as being under the same bargaining unit, salary schedules, hours of work and "other benefits," specifically leaves and insurances.⁴⁴ Since that Agreement, the Board of Education has entered into seven subsequent contracts with the OSAS, the duration of the last one being from July 1, 1980 - June 30, 1983.⁴⁵

1968 - 1981

Probably the best way to review the development and growth of an organization is to evaluate whether it is achieving the goals for which it was formed and established. This analysis of an organization's development could be done by posing some leading questions, such as the following: Has the organization grown in terms of numbers or in the tone of its vitality? Has the organization acquired any of the gains or benefits which it had set out to obtain? What kinds of problems has the organization encountered during the years after its foundation? What was the nature of those problems? Were they critical to the welfare and the life itself of the organization, or were they routine problems that any organization will inevitably meet with

⁴⁴ Agreement between the Board of Education of the School District of the City of Detroit and the Organization of School Administrators and Supervisors, November 3, 1967-June 30, 1968, Detroit, Michigan, 1967.

⁴⁵ See the appendix for the list of Agreements, their dates and duration.

during a sufficiently long life-span?

(1) Numerical Strength of the OSAS

Once the OSAS was founded, the organization began to grow rapidly. The initial fears that eligible personnel had because of the militant stance that the organization seemed to be taking, gradually subsided. Even the more conservative membership of principals and assistant principals who earlier belonged to the SAC, which was avowedly "professional" in the beginning, joined the OSAS in large numbers. Whereas in June of 1967, the membership was only 598, by December of that same year, this number had increased to 834.⁴⁶ This number indicates an increase of 336 members or more than 50%.

In the next two years, the expansion was not so dramatic, but it was still considerable. From 1967 to 1968, the increase was 85 members, and from 1968 to 1969, the increase was 132 members. After that, the growth has been less noticeable, except in 1972, when the numbers climbed by 109. There was a decline in numbers in 1977, when the figure dropped by 31, and then again in 1981, when the organization suffered a loss of 15 members. The 1982 figures are significant. Although the percentage of the OSAS membership has increased by one, there is a remarkable decrease of 106 members. The decrease is due to lay offs and the re-classification of some administrative personnel which resulted in losses for the OSAS.

⁴⁶ See the table on the next page. The figures have been taken from the membership records of OSAS, and have been compiled by Aileen Malaga, Executive Secretary of OSAS since 1968.

OSAS END-OF-YEAR MEMBERSHIP: JUNE 1967 - DECEMBER 1981

DATE	MEMBERS	NON-MEMBERS	TOTAL	PERCENTAGE
June 1967	598	500	1098	54
Dec. 1967	834	260	1094	76
Dec. 1968	919	250	1169	79
Dec. 1969	1051	204	1255	84
Dec. 1970	1097	123	1220	90
Dec. 1971	1120	100	1220	92
Dec. 1972	1229	43	1272	97
Dec. 1973	1230	69	1299	95
Dec. 1974	1254	50	1304	96
Dec. 1975	1251	66	1317	95
Dec. 1976	1292	21	1313	98
Dec. 1977	1261	71	1332	95
Dec. 1978	1262	114	1376	92
Dec. 1979	1325	86	1411	94
Dec. 1980	1369	32	1401	98
Dec. 1981	1354	53	1407	96
*Apr. 1982	1323	38	1361	97
*Dec. 1982	1248	40	1288	97

*Although out of the time frame of 1967-1981, the 1982 data were included in the table because the decline in numbers was thought to be significant.

(2) Contractual Gains and Benefits

Altogether, the Board of Education in Detroit has entered into eight agreements with the OSAS, excluding the Interim Recognition Agreement of January 24, 1967.⁴⁷ The agreements are a reflection of the financial and other gains made by the OSAS since its foundation. The very length of each subsequent agreement is a clear indication of the progress that the OSAS has made with regard to having the Board accede to its demands and requests.

The Interim Agreement was a very brief one, mainly containing articles of recognition of the OSAS in general and of administrative classifications in particular. It was an agreement described in less than three pages. The emphasis was on openness in future negotiations and lots of "good faith." It was clearly stated that the recognition was "not pursuant to Act 379." The intent of the agreement was "to explore the extent to which the collective bargaining process may be utilized with respect to other aspects of employment."⁴⁸

The first agreement was in effect from November 3, 1967 to June 30, 1968, and ran into approximately 13 pages - a significant jump from the three pages of the interim agreement. Details with regard to salaries and other financial fringe benefits were clearly specified in the agreement. However, no great salary gains or other

⁴⁷ Both, the OSAS and the Detroit Board of Education regard all these "Agreements" as "Contracts" and treat them as such. It is curious to note, however, that the word "Agreement" has been persistently used. But the documents are as legal and binding as those in the toughest of trade unions.

⁴⁸ Interim Recognition Agreement of OSAS with the Detroit Board of Education, January 1967, p. 3.

benefits were achieved through this agreement. The great achievement of the administrators and supervisors was the document itself! They now had everything down in writing in a legal document. They had a vehicle by which they could defend their own rights and push for their demands. The only provision worth noting, because it broke away from tradition, was that the norm for paying school principals and assistant principals was determined according to pupil achievement, and not dependent on whether they were in elementary, junior or senior high schools.⁴⁹

The second agreement was even lengthier than the first - 25 pages long. Consequently, it was also much more comprehensive and complete. For the first time, the agreement even had a detailed table of contents. Once again, the actual financial gains by way of salary and fringe benefits was only moderate. The big gain for the membership was the very specific grievance procedure, comprised of six steps, that was outlined in Article 9 of the agreement.⁵⁰

The most significant item of the third OSAS agreement with the Board of Education was the method of salary payment according to what has been commonly known as the "index ratio." This ratio was tied to the teachers' contract concerning salary. A principal or assistant principal was to receive a salary based upon the maximum salary of the teacher with a master's degree plus a certain pre-determined

⁴⁹ (First) Agreement between OSAS and the Board of Education, November 1967, p. 4. See the Appendix for the entire Agreement.

⁵⁰ (Second) Agreement between OSAS and the Detroit Board of Education, July 1, 1968-March 31, 1970, Detroit, Michigan, 1968, pp. 16-17.

percentage. This method of salary payment applied to all administrators and supervisors, although the percentage varied with each category.⁵¹ Thus this provision made the members of the OSAS recipients of a rather substantial increase in salary. Furthermore, the greater the teachers' salary increase, the greater still would be the increase for the administrators and supervisors because of the built-in ratio.

However, collective bargaining is never a one-way street. When one gets, one gives! In exchange for the index ratio, the OSAS had to agree to be rated twice a year, instead of the usual once a year. Moreover, any administrator who was rated less than satisfactory would not receive the salary increase for the next year. Also, such a person could be transferred, with the idea of getting him to improve. And, finally, if he did not improve, he could be demoted, which meant further salary decreases. Naturally, this part of the agreement did not sit well with many from the OSAS, for they felt they had given away more than they would receive through the index ratio.

Time proved that the leadership of the OSAS was right in fighting for the index ratio. The great majority of the membership enjoyed its fruits. The Board of Education, on the other hand, soon realized the disastrous consequences that the ratio was having on its coffers. The income of the educational system just could not keep pace with

⁵¹ (Third) Agreement between OSAS and the Board of Education, April 1, 1970-July 1, 1973, Detroit, Michigan, 1970, p. 4. The exact provision reads: "During the term of this Agreement, the 1969-70 percentage ratio relationship between the salaries of OSAS classifications and the salary of a teacher with a Master's degree at the maximum, on the regular schedule, shall be maintained (except as otherwise provided herein), and for 10 month employees shall cover the same period as the annual salary for teachers."

the amount of dollars that had to be given to administrators and supervisors because of the index system. Hence they decided to retrieve their losses. That is why, in the fourth agreement, the OSAS was almost compelled to negotiate away the salary index system they had so far enjoyed. The organization accepted instead, a mere 5.5% increase in salary, irrespective of what the teachers received.⁵² (As a matter of fact, this agreement was singular, because it was the first time the OSAS reached a contract before the teachers had signed theirs with the Board). As was to be expected, this loss of the index ratio was severely criticized by several of the membership, and some members still bewail their loss.⁵³

There were some other gains that the OSAS made at this fourth period of negotiations, which compensated for its loss of the index system. Building administrators and supervisors would work five days extra per year, prior to the opening of school, and centrally located administrators and supervisors would work three days extra. The Board agreed to pay them three-fourths of a week's salary each year. This amount would go to the membership benefit fund, to which the Board would contribute \$418,000 in the first year.⁵⁴ Moreover, this fund would be administered by the OSAS and utilized for the purpose of

⁵² (Fourth) Agreement between OSAS and the Board of Education, July 1, 1973-June 30, 1975, Detroit, Michigan, 1973.

⁵³ John Yoskvich et al., Interviews held at their offices, Detroit, Michigan, April 1982.

⁵⁴ (Fourth) Agreement between OSAS and the Detroit Board of Education, July 1, 1973-June 30, 1975, Detroit, Michigan, 1973.

medical check-ups and expenses.

Another important gain was the granting of the "agency shop" clause to the OSAS, if at any time it so desired to introduce this practice.⁵⁵ Since the time of its foundation, the OSAS had not been interested in this feature. It felt that since it had the majority of eligible members in its fold already, the stragglers could be ignored. Now, just in case the OSAS leadership should feel the need in the future to coerce all the other administrators and supervisors into joining the organization, the clause was introduced. This introduction was made at a time when all the other unions in the school system were thinking along the same lines.

The fifth agreement was in effect from July 1, 1975 to June 30, 1976. This agreement yielded no substantial changes with regard to salary. In fact, this agreement was different in that it was to last only a year. The agreement also stated explicitly that "The parties jointly will immediately review the entire contract and make appropriate non-substantive changes."⁵⁶ OSAS members received a cut in salary increments, getting an average of 5% increase only, depending on their ranks.⁵⁷

Also, the Board once again agreed to contribute to the Benefit Fund in exchange for extra days of service prior to the school opening.

⁵⁵ Ibid.

⁵⁶ (Fifth) Agreement between OSAS and the Detroit Board of Education, July 1, 1975-June 30, 1976, Detroit, Michigan, 1975, p. 1.

⁵⁷ Ibid.

The Board would give \$75,000 this time, but only if the amount did not "exceed the actual cost of the fund."⁵⁸

This time around, OSAS made some gains while negotiating in the area of "promotions and transfers." When transferred, "in the event the employee disagrees with the contemplated Board decision, a committee composed of Central Board - OSAS representatives shall review the matter."⁵⁹ Since OSAS would have a representative on the committee, the Board would have to be cautious about making arbitrary transfers. The agreement also provided that "No administrator or supervisor be required to perform the duties or fill the position of an employee whose rank or pay is superior to his for more than a reasonable time."⁶⁰ During negotiations prior to the seventh agreement, OSAS tried to pin down the "reasonable time" to 30 days, but it was unsuccessful in this attempt.⁶¹

Two other noteworthy gains were made by OSAS at their fifth agreement with the Board. One concerned legal assistance. If an administrator or supervisor is named as defendant in a suit, because of actions done whilst representing the Board, then "The Board shall, upon request, provide legal assistance and/or representation if

⁵⁸ Ibid., p. 3.

⁵⁹ Ibid., p. 4.

⁶⁰ Ibid.

⁶¹ Proposed Changes for the Agreement between OSAS and the Detroit Board of Education, July 1, 1978-June 30, 1980, Detroit, Michigan, 1978, p. 9.

necessary, through its Legal Affairs Office, or other designated Counsel."⁶²

The other gain OSAS obtained was by way of having the Board establish several committees with OSAS representatives on these committees. Thus committees were established to review policies of promotions and transfers to handle problems related to storage and handling of books, to make recommendations for educational programs, administrative procedures, the allocation of clerical staff, and so on.⁶³

The effective dates of the sixth agreement between the Detroit Board of Education and the OSAS were July 1, 1976 to July 1, 1978. The format of the agreement was entirely different from that of the previous agreements, but the substance of the agreement remained essentially the same. Whereas the previous agreement had only 12 articles altogether, the sixth agreement was spelled out in 17 different articles. The agreement was now very clear-cut in the division of its several articles into sub-sections. The language too was more precise.

Two additional sub-sections to the text of the agreement merit special attention. The first is the bonus which each eligible unit employee was to be paid "on or before July 21, 1977."⁶⁴ The bonus was

⁶² (Fifth) Agreement, 1975-1976, p. 5.

⁶³ Ibid., pp. 6-7.

⁶⁴ (Sixth) Agreement between OSAS and the Detroit Board of Education, July 1, 1976-July 1, 1978, Detroit, Michigan, 1976, p. 13.

not to be included in the base salary structure. The formula according to which different classifications of employees within the unit were to be paid this bonus was delineated very specifically in the agreement.⁶⁵

The other addition to the sixth agreement was related to the retirement benefit to be given to the OSAS. In the words of the agreement, "Effective February 5, 1977, the Board shall make the five percent contribution to the State of Michigan Employees Retirement System of the School District of the City of Detroit for members of this bargaining unit."⁶⁶

The seventh agreement between the Detroit Board of Education and the OSAS, which was in effect from July 1, 1978 to June 30, 1980, had several significant additional inclusions in its text, some of which benefitted the administrators and supervisors, and some of which were to the Board's advantage.

In favor of the OSAS was included an article concerning the personnel records of individual employees. The records were to be kept confidential, and were to be accessible only to the individual concerned and to his appropriate administrators and supervisors for purposes of promotion and placement.⁶⁷

The Board agreed to pay the costs of the life insurance program

⁶⁵ Ibid., pp. 13-14.

⁶⁶ Ibid., p. 24.

⁶⁷ (Seventh) Agreement between OSAS and the Detroit Board of Education, July 1, 1978-June 30, 1980, Detroit, Michigan, 1978, pp. 7-8.

for the fiscal year 1978-1979, and also agreed to a comprehensive clause in the agreement with regard to fringe benefits in general for the OSAS. The clause stated that should any changes and/or additions in fringe benefits be "granted to regular employees in the DFT (teachers' union) bargaining unit during the life of this contract, such changes and/or additions shall be made concurrently in fringe benefits granted to this unit."⁶⁸ Such a clause was obviously a great boost for the administrators and supervisors.

The time limits for the various steps in the grievance procedure for OSAS members were very clearly defined, and the detailed prescription of the specifications was advantageous to the membership.⁶⁹

Finally, the OSAS benefitted from the establishment of committees "to discuss problems of mutual concern"⁷⁰ to the General Superintendent or his designee and representatives of OSAS. A committee comprised of both OSAS and Board representatives was also set up to study the substitute situation.

On the other hand, the Board also ensured that the agreement had a few additional clauses inserted in its own favor. An important insertion was in the matter of evaluation of administrators and supervisors. Precise instructions were provided for such evaluations, down to the last detail of when these formal ratings were due. Clauses dealing with the reassignment of administrators rated merely

⁶⁸ Ibid., p. 25.

⁶⁹ Ibid., pp. 27-28.

⁷⁰ Ibid., p. 30.

unsatisfactory were also included. Inserted too, was this definitive statement, "A bargaining unit employee who receives two consecutive unsatisfactory evaluations shall be demoted."⁷¹

Another article of the seventh agreement which hurt the OSAS had to do with residency. It stated: "Employees within all OSAS unit classifications must establish and maintain residency within the limits of the City of Detroit in order to be eligible for a promotion or in order to retain promotion upon entry into the unit."⁷² This provision of the agreement was deeply resented by some OSAS members.⁷³

When the seventh agreement expired on June 30, 1980, no new agreement had as yet been reached. Efforts to adopt a new agreement had been in progress since April 1980, but had not been successful. When in January 1981 still no contract was forthcoming, as a final resort, the OSAS organized a work-stoppage of four days. The result of this "strike" was that the administrators and supervisors obtained a contract for themselves in February 1981.⁷⁴ It was their eighth agreement with the Detroit Board of Education. This last agreement is effective from July 1, 1980-June 30, 1983.

There were basically three obstacles which had impeded the

⁷¹ Ibid., pp. 5-7.

⁷² Ibid., p. 29.

⁷³ Philip Messana, Interview held at his school office, Detroit, Michigan, April 20, 1982.

⁷⁴ Aaron Gordon, Interview held at the OSAS office, Detroit, Michigan, September 24, 1981.

negotiations between the Board and the OSAS:⁷⁵ the administrators were dissatisfied with the performance evaluation system which the previous agreement had introduced and were also concerned about incentive pay. The Board on the other hand wanted to eliminate from the agreement a clause which prevented it from laying off union members. When the Board and OSAS finally reached agreement, a new performance evaluation system with a three-member appeals committee was to be implemented. Incentive pay was to be negotiated in 1982-1983. And lastly, administrators could be laid off in times of financial crisis.

Although the clause about laying off personnel sounds reasonable in itself, as the Detroit Board of Education was suffering hard times financially, the loss to the OSAS membership was great, for the door was now open for extensive lay offs. As it turned out, the OSAS lost around 56 of its members' positions at the end of the school year.⁷⁶ And even further losses were anticipated at the beginning of the next year.⁷⁷

Apart from the new performance evaluation system and the promised incentive pay, the eighth agreement also benefitted the OSAS by its clauses on position classification. According to this sub-section of the agreement, a system was to be developed and implemented to provide

⁷⁵ Marianne Rzepka, The Detroit Free Press, Detroit, Michigan, January 30, 1981, second front page.

⁷⁶ Newsletter of OSAS, February 1982, pp. 3-4.

⁷⁷ Walter Jones et al., Interviews, April 1982.

"meaningful, systematic and equitable procedures for determining classifications and commensurate salaries of administrators/supervisors."⁷⁸

(3) Problems and Crises in the OSAS

A variety of problems have plagued OSAS from the time of its inception. The perception of the executive board of the membership has not been quite definitive with regard to the comparative seriousness of the problems in relation to one another. Some perceive a certain problem to be more critical than others. But the same perception is not universally shared. And so too with the other problems.

In general, there are two broad categories of problems, internal problems, which come from within the organization itself, and external problems, which come from outside OSAS, mainly from the management of the educational system in Detroit, namely, the Board of Education.

1. Internal Divisions

Most of the blame for the internal problems can be attributed to human factors. Many members are still too individualistic to think in terms of the overall union movement, but rather look to their own personal advancement and benefits. This individualism results in their often being conservative in outlook. They are not willing to fight for the rights of the organization brazenly, because this may indirectly affect their own promotions. (The above outlook has improved over the last two to three years, especially at the time of

⁷⁸ (Eighth) Agreement between OSAS and the Detroit Board of Education, July 1, 1980-June 30, 1983, Detroit, Michigan, 1981, p. 13.

the "sick-out" in January 1981.) Such an attitude defeats the very purpose of organizing into a group. The nature of a group is such that its individual members must sacrifice some of their personal good in order to secure the common welfare of the entire membership. In seeking and obtaining common goals of the group, they indirectly procure their own individual welfare.⁷⁹

As it has been with some of the individuals belonging to a group, so it has been with some of the groups belonging to the entire organization of school administrators and supervisors. In the beginning, when the various groups or associations got together, they had to overlook their differences and concentrate on what was common to all the groups. Soon they realized that there were more affinities than differences between them. Efforts were made to minimize the differences. However, the differences never really disappeared. They were just temporarily repressed or submerged. Once the OSAS had been firmly established and due recognition had been accorded it by the Board of Education, then friction between some of the factions in OSAS slowly began to erupt again. At the time of the foundation of OSAS, there were around 25 classifications of administrators and supervisors in the organization. Now that the number has increased to 43

⁷⁹These problems have been pointed out during the interviews with various executive officers of OSAS. In order to ensure the confidentiality of these persons, it is not always possible to mention the names of the persons who volunteered this information. Where and when the interviewees have permitted the use of their names, this has been done. The names and positions of all those interviewed have been listed in the appendix.

classifications,⁸⁰ it is only natural that an even greater degree of rivalry exists in the organization.

Two somewhat conflicting views have emerged from the interviews. One position is that the disagreements between groups have been easily settled within the organization itself at an early stage of the game. For example, take the situation of work loads. The principals feel that they are the most overworked. But so do the assistant principals and the department heads.⁸¹ Now, should there be a grievance by a department head against a school principal, then the cause of one party is taken up by the vice-president of OSAS and the other party is backed by the president of OSAS. The same method is employed in the event of differences between 10-month employees and 12-month employees. Only, in the latter case, the entire executive board is involved in bringing a compromise. In either case, OSAS is able to deal with its own internal problems before they get out of hand.

The second view, offered by a minority, is that OSAS has not been adequate in handling its internal divisions. Sometime, these have gone all the way up to the level of the superintendent and even of the Board. These divisions indeed cause embarrassment to the leadership of OSAS, because it needs to sort out all its differences and offer a united front, especially at the time of negotiations. Such divisions only serve to weaken the entire cause.

⁸⁰ Aaron Gordon, Interview held at the OSAS office, Detroit, Michigan, April 20, 1982.

⁸¹ Leonard Minkwic, Vice-President, OSAS, Interview held at OSAS office, Detroit, Michigan, April 26, 1982.

In the final analysis, however, all interviewees agree that total elimination of disagreements and rivalry is hardly attainable. Besides, for all the bickering over the years, OSAS has certainly secured much more for the entire membership than any one sub-group of the OSAS would have been able to obtain for itself, were it to struggle alone.

2. Professionalism Versus Unionism

Although OSAS has been recognized formally as a union by the Detroit School Board of Education for the last 15 years, (since January, 1967), there is still a segment of the membership which thinks of itself primarily as a professional organization. They will therefore not encourage or give their consent to any radical strategic measures which would smack of undiluted unionism.⁸²

This "conservative" attitude is a carry-over from the milder approach of the SAC, which itself was a carry-over from the previously existing DEA of the teachers. The issue is one of a difference in philosophy. Some administrators and supervisors feel that they are the guardians of education and that they have a very sacred task to perform with regard to children. The concept of militant unionism is repugnant to them; hence they try to dissociate themselves from it as far as possible.

A significant instance is worth reporting: At the time of the

⁸²One glaring exception to this stance was assumed in January 1981, when OSAS went on a "sick-out," a euphemism for work stoppage. Details concerning this act are included in a later section of the history of the organization.

negotiations for the fourth agreement in 1973, it became apparent that the Board of Education was going to have its way and eliminate the "index ratio." Some of the OSAS membership suggested the withdrawal of services to indicate to the Board that they did not want the ratio touched in any way. But they did not get the support of the entire membership, nor even of its majority. Too many people at that time still felt that resorting to any approach that resembled an official strike by administrators and supervisors was below the dignity of "professionals" such as they were. The result was the loss of the "index ratio."

This "old maid's philosophy," to use a phrase of a pro-union member who is bitter against the die-hard professionals, has proved to be a dampener to the more aggressive union strategists of OSAS.

However, the number and the ardor of staunch OSAS "professionals" has been decreasing over the years. When the SAC joined forces with the DFAS, it yielded to the needs of the time. That marked the beginning of a gradual change in attitude. As the more elderly administrators and supervisors retired from the schools, the interest in "professionalism" went out with them too.

This "professionalism" has not as yet died completely, and traces of it are still evident at some OSAS general meetings. But at the time of the sick-out in January, 1981, "About 1,300 Detroit school principals, office administrators and supervisors voted 1,043 - 168 Thursday to give union officials the authority to call a strike if agreement with the Board of Education is not reached by

Tuesday."⁸³ And when the sick-out was actually held, a few days later, only about 50 from the organization finally turned up for work.⁸⁴

In an "analysis" of the situation, Kate DeSmet, News Staff Writer, remarked, "Any willingness to be part of the Board's 'team' now has changed for the 1300 members of the OSAS. The union is showing a militant side that hasn't been evident since its inception 12 years ago."⁸⁵

3. Economic Factors and Work Conditions

Finance and conditions of work are the *raison d'etre* of any union. But the establishment and recognition of a union rarely, if ever, brings about a complete transformation in this respect. Unions are always fighting for better wages and work conditions. Homer Humble compares the role of unions and union leaders to a rat race! Each year, he says, there are requests "for MORE and MORE and MORE."⁸⁶ A company may eventually even be contemplating going out of business, most likely because of economic considerations, but the unions will, notwithstanding, still apply pressures to get more.

Together with the union's desires to get more each year, the

⁸³ Marianne Rzepka, Free Press Education Writer, The Detroit Free Press, Detroit, Michigan, January 24, 1981, p.

⁸⁴ Aaron Gordon, Interview held at OSAS office, Detroit, Michigan, April 20, 1982.

⁸⁵ Kate DeSmet, The Detroit News, Detroit, Michigan, January 21, 1981, p. 1 B.

⁸⁶ Homer L. Humble, Unions are Forever, Or, Rat Race (New York: Vantage Press, 1969), p. 19.

existing situation of a lack of funds must be borne in mind. Large, urban school districts are being hit by financial difficulties all over the country. Detroit, in particular, is staggering economically. Inequities between urban and suburban school districts abound. For example, the suburban school districts of Grosse Pointe and Dearborn each have an annual per pupil expenditure of \$3200-3300, while Detroit's is \$2300-2400.⁸⁷

Nevertheless, from the point of view of the OSAS members, their goal of "More" is not being accomplished satisfactorily. The membership presently does not seem satisfied with the salary increments of recent years. The loss of the "index ratio" is regrettable and has left a blemish on the organization's history. Owing to cuts in personnel, the work loads have increased. For example, a principal complained, that whereas he always had three department heads, he now has only two, but the work load has remained exactly the same.⁸⁸

Owing to the increasing load of paper-work required of administrators and supervisors and the additional pressures from teachers and community, the majority of members of OSAS suffer from hypertension. Consequently, they have to take medication. Because of these added health hazards, they should be paid commensurately. But each year, more is being demanded from administrators and supervisors,

⁸⁷ Leonard Minkwic, Interview held at OSAS office, Detroit, Michigan, April 26, 1982.

⁸⁸ John Yoskovich, Interview held at his school office, Detroit, Michigan, April 23, 1982.

without corresponding compensations.⁸⁹

4. The "Strike" of January 1981

"The agreement between OSAS and the Board of Education expired on July 1, 1980. Negotiations to adopt a new agreement had been in progress since April, 1980. But the bargaining had been unsuccessful. Only in February, 1981, could we obtain a contract. To do that, we had a work-stoppage of four days."⁹⁰

With those words Dr. Aaron Gordon, Sr., current president of OSAS, introduced the topic of the "strike" which his organization resorted to, for the sake of obtaining their goals.

At first, OSAS went on a one day "sick-out" on January 14, 1981, just to give notice of their dissatisfaction. The Detroit News quoted Dr. Gordon as calling "that action 'a symbolic gesture,' designed to demonstrate to the school board that 'we have the power to close the schools.'"⁹¹

Almost two weeks later, on January 26, 1981, when as yet no agreement had been reached, OSAS began another "sick-out." This was to last three days. If it failed, then OSAS planned a full-scale, prolonged work-stoppage, starting on January 29, 1981.

As things turned out, a settlement was arrived at barely 15 minutes before the scheduled strike. OSAS members were about to put

⁸⁹ Aaron Gordon, Interview held at OSAS office, Detroit, Michigan, April 20, 1982.

⁹⁰ Ibid., September 24, 1981.

⁹¹ Don Tschirhart and Chester Bulgier, The Detroit News, Detroit, Michigan, January 23, 1981, p. 2 B.

up pickets hoping that sister organizations would not cross them. Just then, after 16 hours of non-stop bargaining, they reached an agreement.⁹²

The battle was tough. The Detroit Free Press describes the situation:

The main stumbling blocks in the contract negotiations were a performance review system, incentive pay and a clause which said the board could not lay off union members. The tentative agreement provides for a new performance review system to begin in July with a three-member appeals committee. Incentive pay would be negotiated in the third year of the contract, and administrators could be laid off in times of financial difficulty.⁹³

Thus ended the worst crisis ever experienced by OSAS. It was only the second successful strike by school administrators in the history of the country.⁹⁴ Both the Board of Education and the OSAS seemed to be elated with the agreement and claimed that their side was victorious!

The Detroit News quoted George Bell, the President of the Board of Education, as saying, "These are two major breakthroughs.... I suspect this is the first time these (accountability systems) have been negotiated with school administrators anywhere in the country. They are much-needed clauses."⁹⁵

⁹²Based on interviews and newspapers, Detroit, Michigan, 1981-1982.

⁹³Marianne Rzepka, The Detroit Free Press, Detroit, Michigan, January 30, 1981, second front page.

⁹⁴The first strike was called by the CSA (Council of Supervisors and Administrators) in New York in the year 1968.

⁹⁵Steve Konicki and Kate DeSmet, The Detroit News, Detroit, Michigan, January 30, 1981, p. 3 A.

The Detroit Free Press, on the other hand, quoted Alexander Mercer, a member of the OSAS executive board for 10 years as saying that the success of the sick-out "turned this union around.... It's not going to be like it used to be. It just used to be a company union."⁹⁶

5. Economic Concessions and Layoffs

On December 15, 1981, the General Superintendent summoned the officers of all bargaining units to the Schools Center Building "to hear proposals of budget reduction activities resulting from budget deficits."⁹⁷ The Superintendent presented a Board Proposal of two options at this meeting. The first option was further staff reductions up to 10%. "The second and more preferable option for achieving the additional cost savings is for all employee bargaining units to accept certain economic concessions."⁹⁸

Less than a year prior to this, at the end of January, 1981, an agreement had been reached between OSAS and the Board of Education only after a sick-out of 4½ days and a threatened full-scale strike. Now, once again, stability and security were being endangered. But the OSAS contract (July 1, 1980-June 30, 1983) now had a clause which permitted the Board to lay off personnel in the event of financial

⁹⁶ Marianne Rzepka, The Detroit Free Press, Detroit, Michigan, January 30, 1981, second front page.

⁹⁷ Aaron Gordon and Leonard Minkwic, Emergency Notice to OSAS membership, Detroit, Michigan, December 17, 1981.

⁹⁸ Board Proposal to Organization of School Administrators and Supervisors; Option for Further Staff Layoffs or Economic Concessions, Detroit, Michigan, December 15, 1981, p. 2.

difficulties, although the requirements and procedures for such lay-offs were stringent and specific.⁹⁹

OSAS had emergency meetings of its executive board and general membership. An OSAS budget reductions task force was established. There were even special meetings of the coalition of unions. On January 20, 1982, "The coalition of unions presented the common proposal to Detroit Public Schools but was denied coordinated bargaining! Thus separate collective bargaining dates were set for each unit."¹⁰⁰ OSAS thus continued with its own executive board and general membership meetings. Finally, on January 28, 1982, the general membership "approved the executive board's recommendation for acceptance of the alternate proposal with a vote of 306 to 119 (four invalid)."¹⁰¹

The sum and substance of the effects of the Board proposal of December 15, 1981 is that when agreement was reached in February 1982, OSAS managed to protect 56 of its members' positions, but only "for the remainder of this school year."¹⁰² The agreement also provided for four days of no-work-no-pay for the school year. In comparison, the teachers did not give up anything at all! They just abided by their contract and refused to make any concessions. Some teachers

⁹⁹ (Eighth) Agreement between OSAS and the Board of Education, Detroit, Michigan, July 1, 1980-June 30, 1983, pp. 10-12.

¹⁰⁰ OSAS, AFSA, AFL-CIO, Local #28, Newsletter, Detroit, Michigan, February 1982, pp. 3-4.

¹⁰¹ Ibid., p. 5.

¹⁰² Ibid.

might indeed be laid off, but only a very few.¹⁰³ Thus it appears that the economic crisis faced by the Board has had serious and inequitable repercussions on OSAS. What is worse is that the crunch is not yet over.

6. Restricted Enabling Legislation

"Without Public Act 379 of the Michigan State Legislature, we'd be dead!"¹⁰⁴ That is the view of Martin Kalish, one of the founders and long-time stalwart leader of OSAS. The Act, passed in 1965, gave public employees the right to collective bargaining. Later, in 1968, the State Labor Mediation Board clarified and ruled that this Act extended also to school administrators and supervisors.

However, the Act did not give public employees the right to strike. So striking is still an illegal activity. Many members of OSAS bewail this fact.¹⁰⁵ Without the right to strike, they feel that the key weapon in their arsenal is missing. After all, when it comes to the bottom line, and negotiations are at a stand-still, and the Board is not willing to budge from its position, how else can OSAS force the issue? All the cards are with management.

Fortunately for the OSAS, the grievance procedure in its agreement with the Board allows for arbitration. Article 14.1, Step 5,

¹⁰³ John Yoskovich, Interview held at his school office, Detroit, Michigan, April 23, 1982.

¹⁰⁴ Martin Kalish, Interview held at the OSAS office, Detroit, Michigan, June 21, 1982.

¹⁰⁵ John Yoskovich, Interview held at his school office, Detroit, Michigan, April 23, 1982.

reads, "Within ten (10) school days after receiving the decision of the Board of Education, OSAS may submit the grievance to advisory arbitration under the labor arbitration rules of the American Arbitration Association."¹⁰⁶ And Article 14.3 reads, "Arbitration under 14.1, Step 5 above ... shall be final and binding and not advisory."¹⁰⁷ The organization which does such arbitration for OSAS and the Board of Education is MERC (Michigan Employment Relations Commission). Ultimately, of course, the courts are always a last resort, but that means more money. Having the right to strike would preclude the need for heavy expenditures as well as ensure better results at the bargaining table.

7. Some Current Problems: Releases, Membership and Expenditures

"The latest problem has to do with releases (RIF, or Reduction in Force). This issue is a most sensitive and difficult one. We have never had to contend with this before. It is extremely relevant because it affects job security."¹⁰⁸ Thus spoke Leonard Minkwic at an interview.

What causes this great concern is the explicit terminology that is now in the OSAS contract with regard to releases:

In the event the number of persons assigned to administrative/supervisory positions exceeds the actual number of positions needed due to a decline in student enrollment, budget constraints,

¹⁰⁶ (Eighth) Agreement between OSAS and the Detroit Board of Education, July 1, 1980-June 30, 1983, Detroit, Michigan, p. 30.

¹⁰⁷ Ibid., p. 31.

¹⁰⁸ Leonard Minkwic, Interview held at OSAS office, Detroit, Michigan, April 26, 1982.

and/or termination of programs, the reclassification of designated administrators/supervisors will be effectuated as provided below....¹⁰⁹

A related source of anxiety for OSAS is its own declining membership. Although membership has fallen by just 15 during the year 1980-1981, owing to the releases, it is expected to fall at a faster rate in coming years. Since there is no provision for agency shop as yet, the problem could be compounded, considering the fact that membership dues are steadily increasing. Furthermore, since eligible non-members of OSAS are riding on the back of the organization in any case, what incentive is there for them to join the organization?

The problems of releases and declining membership are closely linked with another problem - that of finance. During the 1970s, there has been a burgeoning of litigation in which the OSAS has gotten involved. Often the legal route was the only resort left to the OSAS leadership. Consequently, the legal expenses mushroomed amazingly. In the early 1970s, up to \$4,000 was spent on legal assistance annually. In the mid 1970s, the budget for legal aid rose up to \$6,000. And since then, in the late 1970s, legal expenditures have sky-rocketed dramatically. In 1980 alone, approximately \$29,000 was spent on attorneys.¹¹⁰ No more are there any "gentleman's agreements" between the OSAS leadership and management's top executives. Recently, there has been continual contesting of the contract. There is need now for

¹⁰⁹ (Eighth) Agreement between OSAS and the Detroit Board of Education, Detroit, Michigan, July 1, 1980-June 30, 1983, p. 10.

¹¹⁰ These figures were reported during an interview, but the name of the person may not be quoted for reasons of confidentiality.

a full-time attorney which will mean greater expenditure. The national association (AFSA), for instance, pays \$47,000 annually to its attorney.¹¹¹

Part of the financial problem is that from the OSAS budget monies must be provided to pay the salaries of its full-time employees. The office personnel of OSAS are employees of the Board of Education who are on special leave. Their years of service to OSAS count towards their seniority and other benefits as employees of the Board, but they are not currently paid by the Board. OSAS pays its own president and vice-president and its two secretaries. OSAS needs more personnel to expedite its smooth functioning, but it does not have the financial resources with which to pay additional emoluments.¹¹² Thus the organization is somewhat curtailed in its efforts owing to increasing expenditures.

(4) Structure and Affiliations of OSAS

Structure

The organization of OSAS and its modus operandi has already been discussed under the section describing its foundation in late 1966 and its recognition in early 1967. Further details with regard to the election of officers and the length of term of their offices are in the Constitution of the OSAS, which is included in the appendix. What is worthy of note in this section, are only areas of structural

¹¹¹ Aaron Gordon, Sr., Interview held at the OSAS office, Detroit, Michigan, April 20, 1982.

¹¹² Several interviews corroborated this position.

change during the life of the organization. The Constitution of the OSAS has remained remarkably untouched since its formulation. Only in recent months have attempts been made to alter it. Then too, the alterations are minimal. One significant change is that the term of officers has been extended from two years to three years. The second important change is that the secretary and treasurer of OSAS will not be appointed any more. Rather, they are to be elected.¹¹³

The organization pays the salaries of the officers working full-time for the organization at its office. Dr. Freeman Flynn was the first president of OSAS, but he was a principal at the same time. The number of members was too small then to build up enough of a fund to pay a full-time employee. The workload was comparatively less too.¹¹⁴ In the year 1968, when Martin Kalish was the president, he and his secretary were given leave by the Board of Education but were paid by OSAS.¹¹⁵ It was not till the year 1973 that the vice-president was granted leave by the Board of Education although his salary was paid by OSAS.¹¹⁶ A second secretary working at the OSAS office since 1980 is not an employee of the Board on leave. She is a regular

¹¹³ Aileen Malaga, Executive Secretary, OSAS, Interview held at the OSAS office, Detroit, Michigan, October 12, 1982.

¹¹⁴ Robert Baker, President OSAS, 1975-1979, Interview held at his home, September 23, 1981.

¹¹⁵ Freeman Flynn and Martin Kalish, Interviews held at their offices, Detroit, Michigan, September 1981 and April 1982.

¹¹⁶ It is interesting to note that in 1977 it was decided that the president of OSAS should receive the highest salary of the entire bargaining unit. The vice-president was to be paid the second highest salary.

employee of OSAS, hired because of the ever increasing work at the office. Presently, the volume of work for these four persons is so great that there is a dire need for more help. But that would require an increase in the OSAS expenditure budget. The membership is not ready for any further raise in the dues. They have stretched as far as they are ever going to. Further demands on their pocket books may result in their abandoning ship. So it is not likely that there will be any change in the administrative structure of OSAS in the immediate future.¹¹⁷

Affiliations

Since the OSAS became a recognized union in 1967, it never seriously sought to establish relations with other state or national organizations which have a labor orientation. The Detroit administrators and supervisors felt that their problems were too unique to be of interest to other school districts, and vice versa. The first national organization that OSAS joined was the National Council of Urban School Administrators and Supervisors (NCUSAS). This latter organization was formed around the middle of 1970. The Council of Supervisors and Administrators (CSA), which was the unit for collective bargaining for the school administrators and supervisors of New York City, was responsible for the establishment of NCUSAS. The aim of NCUSAS was to have a center where problems of school administrators in urban cities could be aired, and views and ideas for dealing with

¹¹⁷ Aileen Malaga, Interview, October 12, 1982.

these problems could be exchanged.¹¹⁸

What is significant is that Martin Kalish, who was president of OSAS from 1968-1975, was simultaneously president of NCUSAS for a period of two consecutive terms, from 1971-1973. The significance lies in the fact that Martin Kalish's position added much clout and status to the OSAS. He often addressed audiences on behalf of NCUSAS. Thus OSAS came to be on the map of the country as far as school administrators were concerned. But it must be remembered that NCUSAS was a "council," and not a "union." Hence it did not have any powers to help organizations engaged in collective bargaining. Its service was strictly advisory - helping to deal with urban school problems.¹¹⁹

The orientation of NCUSAS suited OSAS just fine, because (it will be recalled) most of the OSAS members previously belonged to the SAC, and that group was strongly opposed to any strictly labor movement. As a matter of fact, attempts were made by the DFAS faction of the OSAS to discuss affiliation with national organizations such as the American Federation of Labor (AFL). But these attempts came to nought. The executive board of OSAS even held meetings with representatives from the Teamsters. But the labor oriented leadership of OSAS received insufficient support from the general membership.¹²⁰

Then, in January 1971, a new chapter in the history of school administrators in USA was written. The AFL-CIO, in an attempt to

¹¹⁸ Martin Kalish, Freeman Flynn et al., Interviews, September 1981.

¹¹⁹ Ibid.

¹²⁰ Ibid.

expand its own membership, permitted school administrators and supervisors the nation over to form an organizing committee to explore the possibility of recruiting a large enough following interested in joining the AFL-CIO. Thus the School Administrators and Supervisors Organizing Committee (SASOC) was formed, and in January, 1971, the CSA was granted a charter as Local #1 of this organizing committee. Walter Degnan was then president of the CSA. When he listed the CSA's accomplishments at the end of the year report, the first was: "1. A significant and meaningful union affiliation in education throughout the country."¹²¹

Walter Degnan's prophecy did not take long to come true. Many locals soon affiliated with SASOC. So much so, that by 1976 the AFL-CIO was so satisfied with the progress of the organizing committee that it granted SASOC a charter as a member affiliate of its own organization.¹²² The new name assumed by the organization of school administrators and supervisors was the American Federation of School Administrators (AFSA).

OSAS, too, attempted to join SASOC. Walter Degnan was invited to address the OSAS membership on the benefits of joining the AFL-CIO.

¹²¹ Betty Ostroff, "The Metamorphosis of a Professional Association into a Union: A Study of Pressures, Constraints, and Actions as They Worked to Effect Change in the Council of Supervisory Associations of New York City," Ph.D. Dissertation, New York University, 1972, p. 54.

¹²² A copy of the charter granted to school administrators by the AFL-CIO is included in the appendix. The CSA remained Local #1 of the new organization, AFSA, AFL-CIO. The CPA (Chicago Principals Association) became Local #2 of AFSA, AFL-CIO, as was seen in the section dealing with the history and development of the CPA.

However, when the executive board of OSAS sent out ballots for a mail referendum vote concerning affiliation with SASOC, a great majority were against it, and all hopes of affiliation were temporarily shattered.¹²³

Thus the Detroit school administrators retained their independence for several years more. After "SASOC was granted full union status (American Federation of School Administrators) by the Executive Council of the AFL-CIO in February of 1976,"¹²⁴ once again OSAS took an interest in affiliation. This time around, the membership had undergone a change of attitude towards the national labor movement. School Administrator unions seemed to be flourishing all over the country. And sufficient enthusiasm was engendered to win a majority vote in favor of affiliating nationally. But many other school districts had gotten into the game already, and, by the time the Detroit administrators had applied for affiliation, they could only become Local #28 of AFSA, AFL-CIO.¹²⁵

Since then OSAS has maintained close ties with the AFSA leadership at New York. Presently, Martin Kalish is the executive vice-president of AFSA. Previously he was the secretary-treasurer of AFSA for a period of six years. Dr. Aaron Gordon, Sr., is also on the executive board of AFSA and currently holds the position of one of

¹²³ Martin Kalish, Interview held at the OSAS office, September 25, 1981.

¹²⁴ Peter O'Brien, "Message from President O'Brien," Brochure of AFSA, AFL-CIO, New York, n.d., p. 3.

¹²⁵ Martin Kalish et al., Interviews held September 1981 and April 1982.

its vice-presidents.

In several instances, locals belonging to AFSA, are also active on a state level. Michigan is one such state. All the locals have organized themselves and formed the Michigan State Council of AFSA Locals, AFL-CIO. The Detroit organization of OSAS plays an active role in this council. Dr. Gordon, Sr., has been its president for the last three years.

SUMMARY

The school principals, administrators and supervisors of Detroit started out in the early 1960s as many different and fragmented associations, vying with one another for power and economic benefits. When these associations saw the success that the DFT was having with the Detroit Board of Education, they realized the need for greater unification. Soon two administrative organizations came on the scene, which enveloped all the other associations. The DFAS was born in late fall of 1964, and the SAC in January, 1965. When the Michigan legislature passed Public Act 379 in 1965, the result was a great spurt of union activity amongst the teachers of Detroit, who soon won a contract for themselves. This achievement of the teachers, together with the difficulties the teachers' contract was causing the administrators, and the other social, political and economic factors that were making life for principals and administrators somewhat uncomfortable, if not unbearable, led the latter to seriously consider winning collective bargaining rights for themselves. The big hurdle was the lack of unity between the DFAS and the SAC. Excellent leadership

efforts on the parts of Martin Kalish, Freeman Flynn and Robert Brownell, resulted in the final amalgamation of the two organizations. Thus in late 1966, OSAS was born. It was not until January 24, 1967, that the Board of Education first recognized the new organization and gave it an Interim Agreement. Subsequently, the Board has made eight agreements with OSAS, the last one being in effect from July 1, 1980-June 30, 1983. These agreements are valid, binding contracts. Through them, the OSAS membership has made several economic gains and ensured greater job security. The organization has also grown considerably over the years, from 598 in 1967 to 1354 in 1981. But it has not been free of problems, both, internal and external. The greatest crisis came in 1980-1981, when negotiations to renew the expired agreement were at an impasse. The resolution of the impasse came only as a result of the 4½ days of work stoppage. That incident brought greater strength and unity to OSAS. During the 1970s, OSAS gradually felt the need of associating and affiliating with other labor organizations on a state and national level. Accordingly, OSAS became Local #28 of AFSA, AFL-CIO in 1976. The OSAS leadership is currently taking an active role in the leadership of the state and national administrator organizations and is well represented on their executive boards.

CHAPTER V

ANALYSIS OF DATA

In the previous chapter the origin and growth of the CPA and the OSAS was described. In describing these organizations, a narrative, chronological and historical format was used. Such a format was employed only as a structure or frame-work which would hold together the different components of the organizations. To understand the creation and evolution of any organization, it is necessary to analyze its various components.

The purpose of this study was to analyze the growth and transformation of the principals' organizations in Chicago and Detroit, with a view to comprehending how and why the organizations changed their status from "professional association" or "club," to "union." The in-depth case study approach was used as a basis for comparison of the metamorphosis of these organizations. It was also intended to identify similarities and differences that may have existed in the dynamics of these organizations at the time when they were "professional associations" and later, when they became "unions."

This chapter will discuss and analyze the data presented in the previous chapter with a view to fulfilling the purpose of this study. Eight research issues were listed in chapter one in order to give this study more concrete shape and definition. Each issue will now be investigated in turn in this chapter.

Research Issue # 1

What factors contributed to the metamorphosis of the two principals' organizations from being mere "clubs" or "professional organizations" to becoming "unions?"

Approximately twelve different factors contributed to the radical transformation of the CPA and the OSAS from mere social and professional groups to business-like unions fighting for survival, security and wage benefits. Nearly all the causes and conditions were found to be identical between the two organizations. The following circumstances were prevalent in both cities of Chicago and Detroit, as is observed from the data.

1. The teachers organized themselves into unions and won collective bargaining rights from their respective boards of education before the administrators did.
2. Through their united efforts the teachers won for themselves better wages and working conditions at the bargaining table.
3. The strength of the teachers' unions with the board of education was such that inequity in across-the-board salary raises became evident. In Chicago especially, there were several cases of teachers being paid higher wages than some principals.
4. The teachers were very successful at the negotiations table and acquired contracts with their boards of education, which contracts were highly in the teachers' favor. The contracts were detailed and specific. They were drawn up without consul-

tation of the principals, but the latter had the greatest responsibility for the implementation of the contracts in the work environment of the teachers - the school buildings. The result was a certain hand-cuffing of the principals who had to be most careful about the execution of the contracts, lest they be the objects of teachers' grievances for violation of contract.

5. Almost in proportion to the extent that the teachers increased their power with their boards of education and correspondingly within the educational system, to the same extent the principals lost their power. The erosion of the principals' authority and status came as a great shock to the principals who had previously enjoyed the traditional role of an important personage in society. Other factors (mentioned below) contributed to the weakened position of principals and rendered their traditional roles obsolescent, thus further eroding their authority and status.
6. Previously (until the time the teachers became unionized), many principals were members of the teacher associations. After becoming unionized, the teachers were discouraged by their national association leaders (AFT and NEA) from retaining the membership of principals and other school administrators and supervisors in teacher associations owing to problems of conflict of interest. Rejected by teachers and unsupported by the board of education, the principals became "men in the middle," left to fend for themselves.

7. The 1960s was a period of tremendous social upheaval and unrest. Some civil rights bills were passed in the early 1960s. Community and racial feelings were at a pitch of intensity. There were incidents of white principals in predominantly black neighborhoods and schools who were pressurized into leaving their schools. Some principals were even threatened physically.

The pressures first came from the parents in the community who endeavored to oust certain principals from their administrative positions. This spirit later extended to the older students in schools who likewise applied pressure on principals, and sometimes even went to the extent of staging a boycott.

The boards of education did not give the principals full support. As a matter of fact, the boards initially faltered in their support of the principals and succumbed to community pressures by transferring some principals.

8. Cases of arbitrary transfers and removals of principals prevailed. Principals had no other recourse except the very same board of education.

In Chicago, there were also cases of the appointment of non-certificated personnel to the position of principalship. This practice was in violation of Board Rule 4 - 20. Sometimes appointments were made with a disregard for seniority of personnel on the list of eligible principals.

Although a factor of greater weight in Chicago rather

than in Detroit,¹ both sets of principals complained that their boards of education were ridden with politics.

Decisions and appointments were sometimes politically biased rather than educationally biased.

9. Chicago and Detroit are both labor cities, although Detroit has a longer history of labor orientation, and is considered a greater stronghold of unionized labor, especially because of the tremendous influence and power that the UAW (United Auto Workers) has there.
10. In the 1960s, the trend towards unionization existed in various parts of the entire nation. In every instance, teachers' unions preceded the existence of principals' and administrators' unions. In 1961, the UFT in New York began the trend for teachers. And in 1963, the CSA in New York set the trend for administrators and supervisors. Chicago and Detroit did not lag far behind.
11. In general, the time was ripe for the unionization of principals, both in Chicago and Detroit. Historically, socially and economically, the stage was set for the principals to abandon their heretofore social and professional stance and become allied with the forces of labor.
12. The purposes of both the CPA and the OSAS were twofold: the advancement of the educational status in their school systems and the betterment of their own membership as individual and

¹Based on the number and gravity of complaints made by the interviewed principals.

professional employees. A stage had been reached in the mid 1960s when the CPA and the OSAS felt that the only way they could achieve their purposes was to become unionized.

Research Issue # 2

What differences in bargaining power, if any, exist between the Chicago and Detroit principals' organizations?

The comparative performance or value of any individual or organization is best recognized then compared to a standard or objective set of criteria of evaluation. Hence probably the best way of gauging the relative bargaining power of any union is to evaluate its performance against a checklist for collective bargaining negotiations. Such a checklist can be found in a SASOC News bulletin.² This checklist was employed in this study. The bargaining power of the CPA and the OSAS is manifested in their respective memorandum or agreement which they have signed with their respective boards of education. The bargaining power of the CPA and the OSAS was studied against the following checklist.

1. Recognition Clause

Chicago: "The Board recognizes the Chicago Principals Association as the official organization representing principals who desire that the organization act as their spokesman in consideration of professional

²"Checklist for Collective Bargaining Negotiations," SASOC News, School Administrators and Supervisors Organizing Committee, AFL-CIO, Vol. 2, No. 1, October 1973.

matters."³

Detroit: "The Board recognizes the OSAS as the exclusive collective bargaining representative of personnel employed in classifications set forth as follows for the purpose of bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of work: . . . "⁴

The relative degree of recognition accorded to the CPA and the OSAS is abundantly evident from the difference in the wording of the above clauses. The Detroit organization's recognition is spelled out very clearly. It is the "exclusive collective bargaining representative . . . ," and it is recognized "for the purpose of bargaining" The matter which can be bargained is also specifically mentioned.

2. Negotiation Process

Chicago: The duration of the validity of the memorandum was specified in each successive memorandum. But the last memorandum officially expired on December 31, 1979, and has not been since renewed.

The CPA has never, strictly speaking, negotiated with the Chicago Board of Education. Their memorandum merely provides for them to "meet" with the General Superintendent on a monthly basis.⁵

³ Memorandum of Understanding between the Chicago Board of Education and the Chicago Principals Association, 1977 - 1979, p. 2.

⁴ Agreement between the Detroit Board of Education and the Organization of School Administrators and Supervisors, 1980 - 1983, p. 2.

⁵ Memorandum of Understanding, Chicago, p. 3.

Detroit: The length of the contract has always been specified. The OSAS did have considerable difficulty in getting their last contract renewed, and had even to resort to a work stoppage in order to obtain it, but their present contract is valid till June 30, 1983.

The OSAS negotiates directly with its Board of Education, and the primacy of the contract is upheld except in matters which have been dictated by the Constitution and laws of the State of Michigan and of the United States.

3. Salary and Fringe Benefits

Chicago: The memorandum contains a blanket clause which ensures that the principals enjoy every benefit that the teachers have. But nothing is explicitly mentioned about the salaries of the principals. The article reads, "Principals are entitled to all fringe benefits accruing to other educational employee groups."⁶ Nowhere in the memorandum are the principals eligible to obtain any privileges and benefits over and above what the teachers get.

Detroit: The OSAS contract has separate articles about promotion procedures, position classification and general pay schedules. Special provision is also made for personnel who have secured a master's degree or a doctorate. Several privileges and benefits are accorded OSAS

⁶Memorandum of Understanding, Chicago, p. 9.

members through the contract. They have insurance facilities and options, hospitals specially designated, etc. They even have provision for a retirement allowance. Their extra privileges and benefits alone run through four pages of the contract.⁷

4. Working Conditions

Chicago: The memorandum does not contain any items dealing with the rights and responsibilities of principals. Neither does it give an accurate job description for the principal. In this respect, the principals have to go by the provisions written in the policy book of the board, called the Rules of the Board of Education of the City of Chicago.⁸

Detroit: Here too there is no detailed description of the working conditions for the administrators and supervisors. All that the contract contains is an item on the "performance of staff," describing some duties that are required of OSAS members, duties mainly pertaining to evaluation procedures and disciplinary measures.

⁷Agreement between the Detroit Board of Education and the OSAS, pp. 25-28.

⁸This book has been published by the authority of the Board of Education of the City of Chicago and has been revised upto September 1982. Under Chapter VI, School Policies, Section 6 - 12, (page 50), there is a seven lines paragraph vaguely and in broad, sweeping terms, describing the "Duties of Principals."

5. Time Schedule and Work Year

Chicago: These items are not negotiated. There is nothing written about the regular hours of work, any extra duties or additional hours of work. All these items are entirely left up to the Board which is influenced to a certain extent by the amount of pressure the CPA puts on it. As for the length of the school year, it has been a point of contention between the Board and the CPA since the year 1977.⁹

Detroit: Article 9 of the OSAS contract speaks of the "hours of work" for the administrators and supervisors. It permits a reasonably flexible schedule depending on need and necessity. It is left to "the professional discretion of good administrators and supervisors . . ." ¹⁰ provided this discretion is reasonable. Nothing is mentioned about the length of the year. But since the OSAS is a group comprised

⁹ "FACT SHEET on Principals and the Administrative Compensation Plan," News Bulletin of the Chicago Principals Association, January 23, 1978, p. 2.

The principals were on a 12 - calendar month from 1971-1977. But since September 1977, the work year had been reduced to 11-calendar months. However, as recently as in December 1982, the work year was extended by two weeks so that it is now a 11.5-calendar month work year for the principals. The CPA has not abandoned its efforts to obtain the restoration of the remaining two weeks of the year. (CPA News Bulletin December 1, 1982, pp. 1-2.)

¹⁰ Agreement between the Detroit Board and OSAS, Article 9, p. 23.

of many different categories of employees of administrators and supervisors, some are on 10 - calendar month years and others on 12.

6. Leaves

Chicago: Except for the paragraphs concerning the special leave of absence with loss of salary for the president of the association, nothing is said about leaves.

Detroit: There are specific and lengthy clauses about personal business leave days, sick leave, vacation days. There are also provisions for other leaves and benefits such as approved absences without pay, professional leaves, etc.

7. Changes in Working Conditions

Chicago: There is absolutely nothing included in the memorandum with regard to working conditions, let alone changes in working conditions.

Detroit: There is a clause at the end of the contract which prohibits the changes of any working conditions incorporated in the agreement unless they are made by mutual consent. As for working conditions not included in the contract, but set forth in writing in (a) Proceedings of the Board of Education, (b) the Teachers' Bulletin, or (c) the Administrative Handbook, no changes "will be effective without notification to the Unit, and consultation with it

respecting such proposed change."¹¹

8. Access to Files

Chicago: There is good provision for dealing with various aspects of personnel files.¹²

Detroit: Here too there are clauses protecting the personnel records of employees.¹³ But this article is less comprehensive than the one in the Chicago memorandum.

9. Legal Protection

Chicago: No legal protection is offered to the principals in Chicago as per the memorandum.

Detroit: Legal assistance is provided and the conditions upon which such help will be given are clearly outlined in the contract. Although the board will provide counsel/money to defend their employees, no specific mention is made of special leave for court days.¹⁴

10. Grievance Procedure

Chicago: One of the strongest points of the Chicago memorandum is its clear and lengthy description of the grievance procedure. Details are provided with regard to the steps and time limits of appeals.

¹¹ Agreement between the Detroit Board and OSAS, Article 19, pp. 33-34.

¹² Memorandum of Understanding, Chicago, Article 6, p. 8.

¹³ Agreement between Detroit Board and OSAS, Article 5, p. 9.

¹⁴ Ibid., Article 15, p. 31.

More than one-third of the entire memorandum is devoted to the grievance procedure.¹⁵ The article is very significant, because it is the organization's chief means of protecting itself and its members before the board of education and at the courts.

However, the article does not make any provision for recourse to arbitration in the event of an impasse in grievance proceedings. The only resort left to the CPA is the courts.

Detroit: Here too the grievance procedure is clearly delineated with regard to steps and time limits to be followed at every stage. The big difference is Step 5 of the OSAS Agreement which states that, "Within ten (10) school days after receiving the decision of the Board of Education, OSAS may submit the grievance to advisory arbitration under the labor arbitration rules of the American Arbitration Association."¹⁶

11. Tenure and Job Security

Chicago: Nothing pertaining to these items exists in the memorandum. But in practice, the principals in Chicago do have tenure as principals. Enjoying tenure is a big plus for them because the only other

¹⁵ Memorandum of Understanding, Chicago, Article 4, pp. 3-7.

¹⁶ Agreement between the Detroit Board and OSAS, Article 14, p. 30.

city principals to have such tenure are the New York city principals.¹⁷

Detroit: The OSAS Agreement does have an administrative tenure clause, but it only protects "individuals promoted to administrative positions prior to December 13, 1966."¹⁸ Before, there was a clause ensuring job security too. But the last contract eliminated that clause after there was much negotiation between the board of education and the OSAS. The reasons were declining enrollment and budget constraints which required that the board make provision for releases of administrators and supervisors.

12. Procedural Safeguards Re. Charges

Chicago: None of these exist in the memorandum.

Detroit: A brief article on complaints or charges does offer some protection to the OSAS membership.¹⁹

13. Due Process

Chicago: Nothing is included in the memorandum beyond the clauses under the article on grievance procedure.

Detroit: This agreement does have a very elaborate description of procedures, hearings and time limits, etc.

¹⁷ Guy Brunetti, Interview held at his office, Chicago Board of Education Building, April 8, 1982.

¹⁸ Agreement between the Detroit Board and the OSAS, Article 4, p. 3.

¹⁹ Ibid., Article 15, p. 31.

under its section on administrative tenure and evaluation.²⁰

14. Employee Expenses on the Job

Chicago: No provision has been made for this. (As a matter of fact, even the attendance of conferences and seminars outside of the city are discouraged.)²¹

Detroit: Although the agreement does not have a blanket clause for job-related employee expenses, there is a mileage rate specified for travel reimbursement explicitly written into the contract.²²

The performance of the Chicago Memorandum and the OSAS Agreement against the checklist for negotiations described above reveals many obvious differences in bargaining power between the two organizations. Included in the Detroit Agreement are some items which are over and above those on the checklist for negotiations, thus indicating the superior and comprehensive quality of the agreement. The ultimate comparison between the contracts in Chicago and Detroit can be reduced to this : the Chicago Memorandum runs through 10 pages while the Detroit Agreement is 35 pages long, exclusive of the pay schedules which follow it as an appendix.

Research Issue # 3

To what extent has bargaining legislation influenced the differences between the organizations in Chicago and Detroit?

²⁰Ibid., Article 4, pp. 5-8.

²¹Interviews with several principals.

²²Agreement between Detroit Board and OSAS, Article 12.6, p.28.

Legislation can be considered both a causal factor in creating public-sector unions and the result of rising militancy among teachers and administrators . . . Much evidence confirms that the legal right to bargain, established by state law for public employees, is an important, though²³ not totally vital, cause of educator unionism. . . .

Thus wrote Bruce Cooper. And he has evidence to support this thesis. His research shows that states with enabling legislation are inclined to have huge numbers of bargaining units (1,727 units in 1979), "whereas the seven states prohibiting middle-administrator collective negotiations have none."²⁴ Those states that say nothing on the issue, like Illinois, have some bargaining units (111 units in 8 states in 1979) which have been given voluntary recognition by their Boards. Let us now examine and compare the condition of bargaining legislation in the states of Illinois and Michigan with a view to understanding how it has affected the growth of the CPA and the OSAS.

Chicago

The state of Illinois is one of seventeen states²⁵ that has no comprehensive collective bargaining statute in the public sector affecting education. Many attempts have been made to get bills and proposals passed at the Illinois General Assembly, but they have

²³ Bruce Cooper, Collective Bargaining, Strikes and Financial Costs in Public Education: A Comparative Review, Eugene, Oregon: ERIC Clearinghouse on Educational Management, University of Oregon, 1982, p. 29.

²⁴ Ibid., pp. 34-35.

²⁵ Based on data provided by the Education Commission of the States in Cuebook II: State Education Collective Bargaining Laws, prepared by Doris Ross, Director of the Education Commission, Denver, Colorado, September 1980, pp. 12-14.

been futile. "In addition to general public employee bargaining bills, there have also been proposals made concerning collective bargaining exclusively for educational personnel which have similarly met defeat."²⁶

Owing to the lack of bargaining legislation, no group of educational employees has a right to form its own union and demand certain protections and privileges for its membership. At the same time, there is nothing in the statutes which prohibits the employer from voluntarily permitting the formation of such a union or entering into a contract with a union thus formed. However, this is totally upto the generosity and goodwill of individual boards of education within the state. If the employees' organization is so entirely dependent on the benevolence of the board of education, of what value is it to complain or grieve against that very board on which the organization depends for its very existence?

The principals in Chicago as well as the board members and central office administrators are very much aware of the lack of bargaining legislation.²⁷ Both sides know that the principals have no recourse to arbitration in the event of an impasse in the resolution of a problem. The principals complain bitterly that since there is no neutral third party that they can appeal to when they are being treated unjustly, their only resort is the courts.

²⁶Michael Bakalis, "Collective Negotiations in the Absence of Legislation," Compact, June 1972, p. 18.

²⁷Interviews with principals, board of education members and central office staff, Chicago, 1982.

But obviously a comparatively small organization of approximately 450 members can hardly afford the high expenses that frequent lawsuits would entail. The consequence is that the principals must sometimes forego appealing to the courts and suffer the injustices submissively.

While discussing bargaining legislation during the interviews, the board members and central office staff were most complacent in the fact that Illinois had no legislation which obliged them to recognize school employee unions. When confronted with a question regarding the possibility of such a law in the future, one interviewee vehemently said that rather than let such a law be passed, he would pursue the matter up to the Supreme Court, if necessary.²⁸

On the other hand, the principals bewail the complete absence of bargaining legislation. "We are not getting any help from legislation as in the East," said principal Berndt.²⁹ And Dr. Lutzow, another principal, said, "If only we had a Taylor Law as they have in New York, or some kind of enabling legislation, we'd have greater benefits."³⁰

In the meantime, the president of the CPA has been lobbying at Springfield and in Chicago to have bills passed which would be favorable to education employee groups in the state. Aware of the limits to their bargaining power owing to a lack of legislation,

²⁸ Edwin Claudio, Interview held at his office, Chicago, March 30, 1982.

²⁹ Bruce Berndt, Interview held at his office, Chicago, April 12, 1982.

³⁰ Charles Lutzow, Interview held at his office, Chicago, April 7, 1982.

the CPA leadership is endeavoring to make its presence felt more strongly in political circles, and in influential labor units like the IFL-CIO.³¹

Detroit

Public Act 379 of the Michigan State Legislature was passed on July 23, 1965. Section 9 of the Act stated that,

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice.³²

Section 10 of the act went on to further protect the rights of public employees by warning employers about interference or coercion. It stated:

It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section 9; (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization: . . .³³

Public Act 379 not only gave an impetus to collective bargaining of public employees in Michigan, but it also specifically "placed school teachers under labor legislation,"³⁴ and spurred them on to greater militarism. Unfortunately, the act was

³¹Loretta Nolan, Interview held at the CPA office, Chicago, April 14, 1982.

³²Public Acts 1965 - No. 379, Michigan State Legislature, July 23, 1965, p. 746.

³³Ibid.

³⁴George Triezenberg, "Negotiations: Where is the Principal?" Chicago Principals Club Reporter, Vol. 57, No. 1, Fall 1967, p. 20.

ambiguous with regard to administrators and supervisors, because it was not clearly defined at that time whether school administrators and supervisors belonged to the category of managers and were therefore part of management, or whether they were simply another group of employees, and hence also had the right to bargain collectively under Act 379.

The ambiguity was not lifted until a case was settled at the Hillsdale Community Schools on December 2, 1968. In that decision, it was judged that "Supervisors are included within the term 'public employee' and are, therefore, covered by PERA (Public Employment Relations Act), although they are prohibited from being included in the same unit with employees they supervise."³⁵

The decision was appealed to the Michigan Court of Appeals, but in May 1970, the decision of the Michigan Labor Mediation Board was upheld.³⁶

What is significant to note is that almost two years before the Hillsdale Decision in December 1968, the OSAS had obtained an Interim Recognition Agreement from the Detroit Board of Education in January 1967. It seems obvious then that Public Act 379 had no direct bearing on the recognition of OSAS by the Detroit Board. What seems equally evident however, is that Act 379, passed in

³⁵Hillsdale Decision by the Michigan State Labor Mediation Board, Case No. R 66 L - 440, December 2, 1968, p. 859.

³⁶George B. Redfern, "School Management: Administrator Union or Management Team?" Educational Resources Information Center, ERIC Document, ED 061611, 1972, p. 4.

July 1965, led to the recognition of the Detroit Federation of Teachers by the Detroit Board, and this recognition in turn triggered the recognition of OSAS.

Although Public Act 379 did not directly cause the origin of OSAS, it certainly has fostered the growth of OSAS, and has been a tower of strength as far as OSAS' protection is concerned. In the words of Aaron Gordon, president of OSAS, "Without it, we would be dead!"³⁷

Presently, in the event of an impasse with the board of education, OSAS can have recourse to arbitration or to MERC (Michigan Employment Relations Commission). The Public Employment Relations Statute was first enacted in 1947 and subsequently amended in 1978.³⁸ Services rendered by MERC are: the determination of the appropriate unit for purposes of bargaining, the conduction of elections, mediation and fact-finding, and non-binding recommendations.³⁹

As for arbitration, both advisory and binding arbitration are available. The arbitration panel is assigned by the American Arbitration Association.

³⁷Aaron Gordon, Interview held at the OSAS office, Detroit, September 24, 1981.

³⁸Education Commission of the States, Cuebook II: State Education Collective Bargaining Laws, Doris Ross, Director of Education Commission, Denver, Colorado, September 1980, p. 28.

³⁹Ibid., pp. 28-29.

Thus bargaining legislation has certainly made a difference to the development and security of OSAS. The only thing that is lacking in the legislation is a law permitting employee groups to strike in Michigan. The principals look forward to that day.⁴⁰

Research Issue # 4

What have been the problems experienced by those who have been actively involved in the formation of the unions?

The leaders of the principals' and administrators' organizations in Chicago and Detroit had to deal with several problems in the early and mid 1960s, during which period they attempted the formation of their unions. The following were the major problems that were encountered:

1. A spirit of professionalism
2. An individualistic outlook
3. The nature of the membership
4. Reluctant Boards of Education
5. Lack of legislative support

With the exception of the third one, the problems were experienced by both cities, although the extent of severity of each problem was different. Let us now take a closer look at each problem.

1. A Spirit of Professionalism

Principals have traditionally been very conscious of their unique role and function in the educational field. They have been

⁴⁰John Yoskovich, Interview held at his office, Detroit, April 23, 1982.

the educators par excellence and they have been respected by society as such. The image of the school principal was that of a person of integrity who was really dedicated to one's task as an educator of children, and who had the necessary qualities and expertise to help and supervise the teachers of one's school so that the latter would develop the children to the utmost heights of their potentiality. So deeply ingrained was this notion of the principalship, that principals had a certain role expectancy to live up to. The principal was considered, and considered himself, a professional.

Such an image naturally led to the principal's being distinguished from the other employees in the schools including the teachers. The principals were regarded as being more associated with the management, whose policies were directly implemented by the principals in the schools. It was logical then, that if principals were part of management, they could not belong to any union which set itself up against the management.

Most of the principals in the early 1960s had exactly the same outlook. They were respected as respectable professional educators and they wanted no part of an association which had unionization for its goal. In the minds of these principals such behavior was tantamount to reducing the status of the principal to that of a common blue-collar worker, for those were the only kind of laborers to have established unions prior to the 1960s.

In Chicago, the spirit of professionalism was very strong. That is one reason why the principals never even altered their organization's name from "Chicago Principals Club" to Chicago

Principals Association" until as late as 1971. They were a social and professional group and they were slow to part with that image. But even today a section of Chicago principals still remain die-hard professionals. Their professionalism is recognized even by some board of education members and central office staff. When questioned about the future of the CPA, and the possibility of its taking a stronger unionistic stance, some interviewees said that they did not believe this position would be taken because most of the principals were just too professional for that. Although the above statement is too exaggerated, based on the interviews with the principals, it would seem justifiable to state that a remnant of professionalism still exists among the Chicago principals.

In Detroit, the main reason for the delay in the formation of the OSAS was the professional attitude of the SAC (School Administrators' Council), which was comprised only of principals. The SAC was averse to the blatantly unionistic stand of the DFAS (Detroit Federation of Administrators and Supervisors) and hence an amalgamation of the two groups took so long to come about.

The spirit of professionalism has suffered much more in Detroit than in Chicago, although the interviews did indicate that the spirit is not completely dead even in Detroit.

What seems to account for the difference between Detroit and Chicago is that the former is more of a trade union city than the latter. Joining a union is acceptable practice in Detroit. Most of the working parents in the city belong to unions. Even the majority of board of education members in the past came from union

backgrounds, and some of them still favor labor unions. Another factor that has promoted the spirit of unionism and resulted in a decreased spirit of professionalism in the OSAS is the great success that the organization has had in getting its demands met ever since its origin.

2. An Individualistic Outlook

A conservative attitude was prevalent among many principals prior to their unionization. There was no great enthusiasm or desire to buck the system or fight the establishment. Rebellious inclinations or behavior was likely to be interpreted by the authorities as indicative of a lack of true professionalism, and of principals not having the welfare and interest of their students at heart. Principals with such a non-professional bent of mind could not possibly be good candidates for promotion to the higher rungs of the hierarchical ladder of the educational system. Seeking the betterment of the educational system and at the same time seeking the goals of a unionized group of employees seemed to be contradictory. Principals must be clearly either allied with the interests of management or with labor.

Being aware of this line of thinking among board of education members and upper echelon central office staff, many principals played it safe. They would not risk their careers by openly espousing the trend towards unionization. They were individualistic in their outlook in that they were more concerned about their own promotions in the future rather than about the plight of all principals in general. Briefly and bluntly put, they were feather-

ing their own beds.

Such an outlook accounts for the accusation made by some principals in Chicago, that some of the earlier presidents of the CPA lacked the enthusiasm and militarism needed to form a strong union of principals and to obtain recognition and a contract from the board of education. Instead, so claim some accusers, the presidents were in the good books of the General Superintendent, not pressurizing him unduly for benefits for the Chicago principals, so that the Superintendent would reward the president at the end of his or her term of presidency, with a promotion.

3. The Nature of the Membership

The character and make-up of the membership of both organizations, the CPA and the OSAS, posed distinct and different problems to those leaders most concerned about forming the organizations into strong labor unions.

In Chicago, membership to the principals' organization has always been open only to principals. Assistant principals are excluded from admittance. Were they permitted to join forces with the principals, the CPA's membership would be tripled immediately to approximately 1,500, thus giving much greater strength to the organization. But the principals lost the opportunity of having the assistant principals with them in the early 1960s, owing to a lack of interest. When the principals realized the value of having the assistant principals join the CPA, it was too late. The assistant principals were irretrievably lost to the CTU, because the difficulties of getting them to leave the CTU were practically insur-

mountable.

As regards other school administrators and supervisors, there was not the slightest chance that they would want to join the CPA. Whoever made a move to do so would greatly risk his or her chances of promotion. Moreover, of what value would it have been to the higher administrators and supervisors? The board of education very cleverly retained their 12 - calendar month work year while reducing the work year of the school principals to 11 - calendar months.⁴¹

Thus the CPA membership was restricted to approximately 425 members in the 1960s, and was completely isolated from the other administrators and supervisors in Chicago. Their size was too small for them to have any significant influence with the board of education. The teachers' union, on the other hand, because of its large membership of about 26,000 in the mid 1960s, obtained a very secure contract with the board of education which met most of the teachers' demands at the time of negotiations.

The problem faced by the Detroit leaders was also initially a lack of numerical strength. Many different organizations of principals, assistant principals, department heads and other administrators and supervisors existed, and each group was looking after its own interests when the time came for the annual budget. Some groups were on a 12 - calendar month work year and others on a 10 - calendar month. Principals complained against assistant principals and depart-

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The Chicago Board has only recently, in December 1982, increased the principals' work year to 11.5 - calendar months, but there is no guarantee of the permanency of the change.

ment heads, and the latter complained against principals. The Detroit board of education cleverly played these organizations one against the other. The result was that no organization benefitted satisfactorily.

Later, when all the different principals' groups organized themselves into one association called the SAC, and all the other organizations grouped themselves into one federation called the DFAS, there was much greater unity of purpose, but the board of education still played the two organizations against each other. Besides, the number in each organization was still too low to have any significant impact on the board of education.

It took almost two full years (from December 1964 to November 1966), before the leaders of the DFAS and the SAC could work out and reconcile the differences between their organizations and form one solid unit called the OSAS. This reconciliation was brought about to a great extent because of the tireless efforts of Martin Kalish, president of the DFAS, and Robert J. Brownell, chairman of the SAC. Interviews with Kalish and some of his associates (Brownell is since deceased), and records of documents revealed that these leaders struggled hard to amalgamate the DFAS and the SAC. The purposes, goals, and philosophies of the organizations were very different. There were also areas of conflict of interests. Hence several attempts at amalgamation at joint meetings were futile. And even when the two organizations eventually dissolved in November 1966, and all the members joined the new organization of OSAS, the five member associations of the former SAC did not dissolve themselves and continued to hold separate meetings. Thus divisions and factions were

deep-rooted in Detroit, causing serious problems to the leaders.

4. Reluctant Boards of Education

Both in Chicago and Detroit, the boards of education were understandably reluctant to enter into any agreement or contract with the principals' organizations. The teachers had already assumed a position of power by banding into solid unions. The boards did not want their own power and authority to be curtailed any further. So they showed themselves to be indifferent to the requests of the principals for a contract, and deferred the same to later meetings.

In Chicago, the CPA's initial request for recognition and for a memorandum of understanding was made on April 10, 1965. Only after four meetings, on June 10, 1965, was a memorandum of understanding finally adopted by the board. Then, too, it was merely an Interim Recognition Memorandum of Understanding, consisting of a total of 10 lines. The first proper memorandum was signed two years later, on June 14, 1967, and that too was just four pages long.

Detroit's board of education gave the principals and other administrators similar treatment. At first, the DFAS and SAC made separate requests for recognition to the board of education. But their representations went unheeded because of their divisions and the lack of a strong, unified voice. After OSAS was formed, as a result of much compromise between the DFAS and the SAC, the problem of having to decide which organization was to represent the administrators and supervisors was eliminated. But the board still presented two major obstacles: (1) Public Act 379 was not clear about the rights of administrators and supervisors to unionize; and (2) which categories

of administrators and supervisors could join such a union?

Eventually, the Detroit board, for many different reasons (some suited to its own advantage), did capitulate, and so accepted all personnel not covered by the Detroit Federation of Teachers for the purpose of collective bargaining. The Interim Recognition Agreement was signed only on January 24, 1967, more than two years after the DFAS and the SAC first requested recognition.

5. Lack of Legislative Support

As seen earlier, under research issue # 3, the lack of bargaining legislation was closely related to the development of the principals' organizations in Chicago and Detroit.

Illinois State having no comprehensive legislation at all, the board of education in Chicago found it easier to disregard the CPA's request for recognition and a contract. The CPA leadership had no legislative grounds on which to base its requests. Making "demands" was simply out of the question, for the CPA depended entirely on the goodwill of the board of education.

Initially, the OSAS was in the same boat. The Michigan Legislature had passed Public Act 379 in July, 1965, but it was not clear whether the Act covered administrators and supervisors in schools. This lack of definitive legislation caused a temporary set-back to the growth of OSAS and proved to be one of the major problems during the formation of the union.

Research Issue # 5

How has unionization benefitted the principals, if at all it has?

The question could be re-phrased in another way: Had the principals not unionized, would they have received the benefits which they have today? Put in this way, the question is open to debate, and there is no way of coming up with a definitive answer with regard to the CPA and the OSAS, because ex post factum we know that they have been unionized from 1967 onwards. Discussion about whether they would have enjoyed the same benefits were they not unionized during this period would only result in theoretical conjecture.

One way to broach this issue would be to re-phrase the question once again and ask: Have organizations of principals which have been unionized over a period of time gained more benefits than organizations of principals that are not unionized? However, such a comparative approach is not within the purview of this study, as both the CPA and OSAS have de facto gone the union way.

The only other viable option is to list the benefits which the organizations have gained since the time they were unionized. The CPA was recognized and given an Interim Recognition Memorandum of Understanding on June 10, 1965, but its first significant Memorandum of Understanding was obtained on June 14, 1967. The OSAS entered into an Interim Recognition Agreement with the Detroit Board of Education on January 24, 1967. Though this Agreement was significant in itself, because of the exclusive and all-encompassing nature of the recognition contained therein, the first Agreement was effected on November 3, 1967. Since these latter dates, the CPA and OSAS have obtained many and varied benefits.

Unionization Benefits in Chicago

1. The memorandum of understanding itself. It has been renewed eight times. Each of the first four renewals was an expansion of the original memorandum and won greater benefits for the CPA, most of which are mentioned among the following benefits gained by the CPA.
2. Regular monthly meeting with the General Superintendent of schools.
3. A full-time leave of absence for the president of the CPA.
4. Easier access to information concerning policies and decisions from the central office building.
5. Greater provision for input of principals in policy and decision-making.
6. Elaborate and protective grievance procedure.
7. A 12 - calendar month work year from 1971-1977. Prior to 1971, Chicago principals were on a 10 month year. From 1977 to 1982, the year was reduced to 11 months. And as of December 1982, their year consists of 11.5 - calendar months.
8. Separate salary schedule from the teachers. Principals even enjoyed an index salary ratio in relation to the teachers. But this was only for the year 1967-1968. However, principals have received some reasonable salary raises since their unionization.
9. Clause in the memorandum of understanding stating that principals will enjoy all fringe benefits that other educational employee groups have.
10. Insurance policy program.
11. Good protection of personnel files.

12. Many legal cases decided in favor of the CPA.
13. Affiliate of AFSA, AFL-CIO, as Local 2, thereby deriving manifold benefits in terms of national expertise, political lobbying, legal advice, labor support, etc.

Unionization Benefits in Detroit

1. The OSAS, too, has had eight agreements with their board of education after the Interim Recognition Agreement. Each subsequent agreement has gained additional benefits for the organization. Beginning with the Interim Agreement, which was scarcely three pages long, the Agreements expanded, until the current one is 34 pages long, exclusive of 17 pages of salary schedules.
2. Specific grievance procedure.
3. Index salary ratio tied to the teachers' salary from 1970-1973. Although the salary ratio was never full recovered after its loss in 1973; it was adapted a few years later, but without a fixed formula, and with a maximum limit on the amount of dollars.
4. Some reasonably high annual salary increments.
5. Huge contributions from the board towards a membership benefit fund.
6. Specific regulations regarding promotions and transfers, thus limiting the scope of board politics.
7. Legal assistance provided by the board in the event of law-suits against OSAS members while performing their duty.
8. Input from OSAS accepted through their representation on various committees.

9. Board's contribution to the Michigan Employee's Retirement System.
10. Life insurance program.
11. Clause in the seventh agreement that the benefits given to the DFT (teachers' union) be concurrently granted to OSAS.
12. Protection of personnel files.
13. Position classification system.
14. A super economic package, although gained only temporarily.
15. Adequate blocks placed in the way of the board of education, thus curtailing the use of politics, and preventing the board from acting unilaterally and arbitrarily.
16. Several court rulings that have guaranteed the interests of OSAS, and benefitted the victimized members financially.
17. Affiliation with labor and the protection thereby secured. OSAS is affiliated with labor on three levels, all of which are active: metropolitan, state and national. OSAS is Local 28, AFSA, AFL-CIO, and like the CPA, derives all the benefits of national expertise, lobbying, legal advice, labor support, etc.
18. Successful "sick-out" or strike in 1981, which proved the value and strength of the national labor arm.
19. The organization is united and healthy, as indicated by the 1981 strike, and the fact that the organization has always been better off each year because of the union, gives OSAS members a tremendous feeling of security.

Research Issue # 6

To what extent does the word "union" fit the organizations of the Chicago Principals Association and the Organization of School

Administrators and Supervisors?

After having continually referred to the CPA and OSAS as professional associations which gradually evolved into unions, discussion about the extent to which the word "union" fits the two organizations may seem out of place here. More so, since this issue comes immediately after the one discussing the benefits that accrued to the organizations following their "unionization."

This sixth issue was specifically included within the scope of this research, when after preliminary investigation it was revealed that some of the Chicago board of education members did not recognize the union status of the CPA.

According to definition, a labor union is "an organization of workers who are associated for the purpose of improving their salary, benefits and working conditions by means of collectively bargaining or negotiating with their employers or with management and if necessary to attain the union's specific goals, by engaging in action which is designated to coerce the employer to grant concessions and demands."⁴²

In the case of OSAS, an analysis of the recognition clause in their contract makes it evident that the organization fulfills the various parts of this definition. The recognition clause reads, "The Board recognizes the OSAS as the exclusive collective bargaining representative of personnel employed in classifications set forth as follows for the purpose of bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of

⁴² See under "Definition of Terms" in Chapter 1.

work. . . .⁴³

Apart from the clause written into the contract, in practice the Detroit board of education does indeed bargain collectively with OSAS each time there is need to re-open the negotiations. On the one occasion when it was not possible for the board and OSAS to reach a settlement after prolonged negotiations, OSAS resorted to a work stoppage (1981 sick-out) in order to force the issue by coercing the employer.

The recognition clause in the CPA Memorandum of Understanding, on the other hand, is lacking in some elements of the definition of a labor union. The clause reads: "The Board recognizes the Chicago Principals Association as the official organization representing principals who desire that the organization act as their spokesman in consideration of professional matters."⁴⁴

The above recognition clause makes it obvious that the CPA is not recognized as the exclusive bargaining agent for the Chicago Principals. Also, the words "collective bargaining" or "negotiations" are not included in the clause. However, there is an explanation of "professional matters" later in the memorandum, and that does cover "working conditions, salaries, welfare and professional responsibilities of administrative staff members serving in the capacity of school principals."⁴⁵

⁴³Agreement between the Board of Education of the School District of the City of Detroit and the Organization of School Administrators and Supervisors, Local 28, AFSA, AFL-CIO, July 1, 1980-June 30, 1983, p. 2.

⁴⁴Memorandum of Understanding between the Board of Education of the City of Chicago and the Chicago Principals Association, January 1, 1977-December 31, 1979, p. 1.

principals.⁴⁵

But when one turns to what happens in practice, then an acute difference is noticeable. The CPA never directly collectively bargains or negotiates with the board of education. The CPA simply meets with the General Superintendent on a monthly basis and apprises him/her of its needs, or complains about unjust or inadequate working conditions. After these meetings, it is left entirely to the board to approve or disapprove the Superintendent's recommendations.

With regard to the memorandum of understanding itself, the Chicago board of education has not renewed the memorandum since 1979, although both board and CPA are operating in accordance with the previous memorandum, and the courts too have upheld the validity and binding nature of the memorandum.

Undoubtedly the CPA is regarded and accepted as a union by significant labor organizations. As seen earlier, the CPA is Local 2 of AFSA, AFL-CIO. The CPA has also been affiliated to the IFL-CIO and the CFL-IUC (Chicago Federation of Labor and Industrial Union Council) since 1971, and attends all these labor meetings.

The Chicago board of education has been and is presently adamant in its stand that it will not recognize the CPA as a full-fledged union and will not accept it for regular collective negotiations. No bargaining legislation calls for such negotiations, and the board is not

⁴⁵Ibid., p. 2.

inclined to grant it voluntarily, because the board members know full well that there is little that the CPA can do about this stalemate, especially considering the prevalent economic state of affairs.

Strangely enough, the Chicago board of education does recognize the teachers' organization (CTU) as a union, and has accordingly granted it a comprehensive contract. The board also negotiates with the CTU prior to the expiration of a contract. And the teachers have no bargaining legislation to support them, much the same as the principals.

In the ultimate analysis, it is very apparent that numbers talk. The CTU has about 23,000 members who are teachers. Besides these, there are about six thousand non-teaching members. That is a force for the board of education to reckon with. Whenever the CTU goes on strike, the whole school system is brought to a grinding halt. On the other hand, 450-550 CPA members are considered incapable of causing such a stoppage, and hence they are not officially recognized as a union by the board of education.

Research Issue # 7

How does the growth and development of the organizations of the CPA and the OSAS compare with a theoretical model of development of unions in general?

Several studies have been made on the origin and growth of the union movement in the United States.⁴⁶ But until 1970, little had

⁴⁶William Jefferson Moore, "The Growth and Development of Teacher Unions in the Public Schools: A Theoretical Interpretation," Ph.D. Dissertation, University of Texas at Austin, 1970, p. 3.

been done to explain the development of unionism in public education. Moreover, there was never an attempt made to provide a systematic interpretation to the secular growth of teacher unionism. There are many features that educational unions share in common with all other unions in the country. But there are a few characteristics unique to the teaching profession which set it somewhat apart from other labor units in general. With this latter fact in mind, William Moore set out to construct a theoretical framework specifically designed to analyze and explain the origins and growth of unions in the public schools.⁴⁷

In the concluding chapter of his research study, Moore identified four major categories of factors influencing union growth in the public schools: (1) economic and work related factors; (2) internal sociological factors; (3) organizational factors; and (4) external social and political factors. All these above factors together formed the framework for his theoretical interpretation of unionism in the

On pages 3-4, Moore listed some of the most commonly accepted theories describing the national union movement: John T. Dunlop, "The Development and Labor Organization: A Theoretical Framework" In Richard A. Lester and Joseph A. Shister, Insights in Labor Issues (New York: The Macmillan Company, 1948), pp. 163-193; Joseph A. Shister, "The Logic of Union Growth," Journal of Political Economy, Vol. XLI, No.5 (October, 1953) pp. 413-433; Irving Bernstein, "The Growth of American Unions," American Economic Review, Vol. XLIV, No.3, (June 1954), pp. 301-318; John T. Dunlop, Industrial Relations Systems (New York: Henry Holt and Company, 1958); and Albert A. Blum, "Why Unions Grow," Labor History, Vol. 9, No. 1 (Winter, 1968), pp. 39-72; Vincent Lombardi and Andrew J. Grimes, "A Primer for a Theory of White-Collar Unionization," Monthly Labor Review, Vol. 90, No. 5 (May, 1967), pp. 46-49.

⁴⁷ Ibid., pp. 3-4.

schools.⁴⁸

One intention of the present study was to analyze the origin and growth of the CPA and OSAS in the light of a theoretical framework of organizational development of unions in general. The purpose was to compare the development of these two organizations and examine whether they had followed the same pattern of other similar organizations. Moore's theoretical framework, tailored as it is to the public schools, was found to be most appropriate towards this end. So the development of the CPA and OSAS were checked against these four determinants of Moore's organizational model.⁴⁹

(1) Economic and Work Related Factors

"All those factors which influence a teacher's level of job dissatisfaction,"⁵⁰ come under Moore's first determinant. These factors are: (a) the economic status of teaching, which is measured in terms of a teacher's perception of his/her own status and earning relative to that of other workers, and relative to his/her own advancement in salary remuneration over the years; (b) working conditions and workload, which includes the physical conditions of the teacher, such as the number of work hours per week and the work days per year, the amount of duties, the adequacy of the work-site, the provision of teacher aides, etc; and (c) work environment, which refers to the personal dimension of the job such as the prevailing relationships

⁴⁸Ibid., p. 370.

⁴⁹Ibid., pp. 368-389.

⁵⁰Ibid., p. 370.

between the teacher and his colleagues, school administrators, and the community at large; also included under the work environment factors is the extent of involvement that teachers had in the decision - making process, especially with regard to matters pertaining to curriculum. Extent of involvement was also an indication of the esteem that the teachers were held in by the board of education, another factor contributing to teacher satisfaction.

(2) Internal Sociological Factors

Under this second determinant, Moore identifies three factors which influence persons to join unions: (a) the individual's socio-economic background and experience: whether the parents of teachers were themselves unionized workers or not, and whether the teachers had grown up in a rural or urban setting; (b) attitudes of normal associates toward teacher unions and organized labor: an individual member of a group is disposed to doing what others of the group are inclined to do; in other words, he lives out a "role expectation." Teachers, being professionals, were initially hesitant to engage in such unprofessional behavior as to join in union activities, but when they found the social atmosphere to be conducive, and when they saw their own peers similarly inclined, they too joined the crowd; (c) attitude of school authorities toward teachers joining unions: management uses various techniques to delay or even avert the growth of unionism; but whenever management has capitulated to pressures, then teachers have been able to easily establish unions.

(3) Organizational Factors

How people choose an organization to represent them depends on

the goals, policies and objectives of the organizations seeking representation rights. Teachers choose the organization which they think will best eradicate their job dissatisfaction without at the same time reducing their status and prestige as professionals. Accordingly, the majority of unionized teachers have opted for the NEA which has claimed to be more professionally oriented, rather than for the DFT which was blatantly labor oriented from the very beginning. However, when it comes to the crunch, teachers will forego prestige in favor of economic gains.

(4) External Social and Political Factors

The first three determinants of unionism in the public schools operate within the teaching profession. But there are other factors which impinge upon the teacher from without, and influence him or her towards unionism. Moore names four such external factors: (a) the legal system: public opinion as manifest through statutory law and the decisions of the courts in the nation have had a significant impact on the growth of the labor movement both in the private and public sectors; (b) the policy of government: supportive governmental policy encourages the growth of unionism by reducing the psychological and sociological fears that keep teachers from joining unions, and also by limiting the power of school managements seeking to repress unionization; (c) the strength of organized labor: the existence of powerful, local labor movements is indisputably one of the most powerful factors influencing union growth; and (d) social movements: unions have developed rapidly during periods of social unrest and instability.

Two periods specifically have affected teacher unionism: the New Deal and the Civil Rights Movement of the 1960s.

Moore's theoretical framework has been summarized in the form of a chart on the following pages. The performance of the CPA and OSAS against Moore's model has been included in the chart for the sake of easy comparison. An attempt has been made to determine the extent of the presence of Moore's factors in the development of the CPA and OSAS, if at all the factor was present. The responses are based on data included mainly under the section on the "Rise of Militancy" in chapter IV, parts I and II.

From the chart it is plainly evident that the lines of development of the CPA and OSAS fit well into the theoretical framework of William Moore, thus confirming the validity of that model. There are no factors in Moore's model which were not present in the development of the OSAS. The CPA did not fit exactly into the model. Work relationships were not an influencing factor in union growth in Chicago. Three significant external social and political factors were also absent during the CPA's development: statutory law, governmental policy reducing employees' fears and governmental policy limiting management's powers. What is also clearly noticeable is that whereas ten of Moore's factors were present to a great extent in the OSAS, only five were present to a great extent in the CPA. It seems logical to conclude that the stronger presence of these factors is probably what accounts for a stronger union in Detroit.

CHART ON THEORETICAL FRAMEWORK

Factors Influencing Union Growth

Extent of Presence of Factors in the CPA and OSAS

(According to William J. Moore)

	<u>CPA</u>			<u>OSAS</u>		
	NOT Present At All	Present to SOME Extent	Present to GREAT Extent	NOT Present At All	Present to SOME Extent	Present to GREAT Extent
I. Economic and Work Related Factors						
(a) Economic status of teaching						
1. Relative to status of other workers		X			X	
2. Relative to own advancement over the years			X			X
(b) Working conditions and workload						
1. Hours of work			X		X	X
2. Work-site and no. of aides (in this case, assist. principals)		X			X	
(c) Work environment						
1. Work relationships	X					
2. Involvement in decision and policy-making		X			X	
II. Internal Sociological Factors						
(a) Socio-economic background and experience						
1. Previous union background experience among family/parents		X				X
2. Exposure to urban upbringing			X			X

	<u>CPA</u>			<u>OSAS</u>		
	NOT Present At All	Present to SOME Extent	Present to GREAT Extent	NOT Present At All	Present to SOME Extent	Present to GREAT Extent
(b) Attitudes of normal associates toward unions						
1. Example of peers			X			X
2. Example of other professionals	X					X
(c) Attitudes of school authorities toward employees joining unions (i.e. approval of management)						
III. Organizational Factors (Organization chosen according to its goals and objectives)*	X			X		
IV. External Social and Political Factors						
(a) The legal system						
1. Statutory law	X					X
2. Court decisions		X			X	
(b) Governmental policy						
1. Reduces employees' fears	X				X	
2. Limits management's powers	X				X	
(c) Strength of organized labor		X				X
(d) Social Movements						
1. Civil Rights Movement: 1960s			X			X

*No alternative organization existed in Chicago. In Detroit, school principals had the option for two years (1964-1966) of either joining the more professional organization, the SAC, or of joining the union oriented organization, the DFAS. After November, 1966, only the OSAS existed.

Research Issue # 8

Have there been any consequences of the unionization of principals in Chicago and Detroit for their respective board members, and what are the viewpoints of the latter with regard to the future development of these principals' unions?

If there is any one issue which highlights the differences between the principals' organizations in Chicago and Detroit, it is this issue. Not only have the consequences of unionization been dramatically different for the board of education members of the CPA and OSAS, but even the board's visions with regard to the future of these organizations are strikingly dissimilar. Let us first analyze the consequences of unionizations.

Consequences of Unionization in Chicago

The general consensus of the board of education members in Chicago is that the unionization of the CPA has hurt the board itself to a very minimal extent.⁵¹ The CPA has never been a serious threat to the board. The principals have never caused any consequential crisis to the board. The Chicago teachers (CTU) have gone on strike five times altogether, but the principals have not joined the strike once. All that the principals have done is sympathized with the teachers and stood with them in their picket lines out of school hours.

The board does not have the botheration of sitting down to negotiate with the CPA each time the Memorandum of Understanding is

⁵¹Members, Board of Education of the City of Chicago, Interviews held at their offices, March - May 1982.

For reasons of confidentiality, the statements of the individual board members have not been footnoted.

about to expire. Board members see the principals as not even having the right to negotiate.

The majority of the Chicago board of education recognizes that unionization has resulted in some benefits for the principals, but they do not consider these benefits to be very significant. At any rate, the gains of the unionized CPA certainly do not have an adverse effect on the board, except financially, to a limited extent.

Some of the major benefits of unionization for the CPA named by the board members are: a relatively innocuous Memorandum of Understanding, leave of absence for the CPA President, a grievance procedure, and the opportunity to sit down with the Superintendent every month. One board member went so far as to say that the principals would have probably gained all these benefits even if they had not been unionized!

Consequences of Unionization in Detroit

The unionization of the OSAS has posed several major problems to the Detroit board of education members. The OSAS is a full-fledged union which has patterned itself on the industrial unions which have become so much a part of the city of Detroit. The organization frequently makes its presence felt very strongly at both central and regional board meetings, and by means of grievances.⁵²

The most powerful weapon of the union is its contract. Through the contract and by means of negotiations, the OSAS has achieved the

⁵²Members, Board of Education of the City of Detroit, Interviews held at their offices, April 1982.

For reasons of confidentiality, the statements of the individual board members have not been footnoted.

goals of a union. The OSAS has already gained what current board members would never have given away. But now that the board has its hands tied, it has no other option except to abide by the contract.

Members who have recently joined OSAS are heirs to benefits young administrators would not have dreamed of 20 years ago. If it were not for union protection, administrators would work for much less by way of salary and other benefits. Even deputy superintendents who are earning about \$50,000 a year belong to the union.

There is no question about the harm that the union is doing to the educational system, although the OSAS is not alone in bringing about the harm. As one board member put it, "The school system in Detroit seems to be run for the sake of the unions, rather than for the students!"⁵³

The worst impact of the OSAS on the board came in 1981, when the union staged its "sick-out." The incident was an awful disruption of the schools. To make matters worse, the sick-out was intentionally designed to coincide with the day of testing for high school students. The action even had the community upset. And although the work stoppage caused a great deal of chaos, the union got away with it.

Thus the consequences of unionization by the OSAS in Detroit have been severe, especially when considered in comparison with the consequences in Chicago.

Vision of the Future in Chicago

With the exception of two board members who themselves have a

⁵³ Member, Board of Education of the City of Detroit, Interview, Detroit, April 1982.

background of labor union orientation, the rest of the Chicago board members are either strongly opposed to unions or at least simply opposed to unions. Of the two pro union members, one does not favor the unionization of school principals.

In the minds of the board members, the future for the CPA, as far as its union status is concerned, is bleak. The principals just do not wield sufficient power. As one board member stated, "It is of little significance whether the CPA is presently a 'union' or not. It is never going to earn the respect that the CTU has. There are 23,000 teachers alone, not counting about 6,000 other non-teaching members of the CTU, who are capable of damaging the school system by striking. But the CPA is not. Besides, politicians count votes!"⁵⁴

Another board member, impressed by the professional outlook of the school principals in Chicago, said, "I do not perceive them (the principals) as a union, in the fullest sense of the word, now, nor do I see that as happening in the future - because of the caliber of people we have."⁵⁵

As emerged from the interviews, the board of education is taking a very firm stand with regard to the CPA. The board definitely has no intentions of renewing the CPA's Memorandum of Understanding in the near future. Giving the CPA an expanded contract is evidently out of the question. The board is already having so much trouble with the CTU contract in these economically difficult times, that it is in no

54 _____, Interview, March, 1982.

55 _____, Interview, March, 1982.

mood to encourage any further unionization, least of all that of school principals, whom the board would like to keep thinking of as part of management.

However, this stance of the Chicago board cannot be interpreted to mean that it has no concern for the welfare and advancement of the Chicago principals. The board members did indicate that they were anxious to remedy the genuine problems experienced by principals. And they already have, to a certain extent. Since the time of the interviews, three long-standing major concerns of the CPA have been alleviated: (1) from December 1982, the principals' work year has been increased from 11 to 11.5 - calendar months; (2) the schools have been re-classified with effect from February 7, 1983; and (3) a principals' certification examination is to be held in May, 1983.

Vision of the Future in Detroit

In contrast to the bleak future projected for the CPA as a unionized unit, in Detroit, the bleak future is projected for the educational system, and hardly, if at all, for OSAS. Detroit is so thoroughly a union town, that it is difficult if not impossible to make a chink in the armor of established unions. One board member admitted that she could not even visualize the school administrators not being unionized at some point in the future.

Some of the Detroit board members would undoubtedly like to see a reduction in the power of OSAS and perhaps even see the organization dissolve eventually, because of the harmful consequences it is having on the school system. But the union is so deeply entrenched that there is no doubt that it is here to stay.

The problem in Detroit is that presently ten out of the thirteen board members themselves come from union backgrounds. Besides, legislation in Michigan is positively inclined towards the side of labor. "Most of the legislators in Michigan are also union oriented. It has been difficult for the industries to survive, and the Detroit school system is also floundering."⁵⁶ The outlook, therefore, is extremely bleak for the system, and indirectly for the union itself. The OSAS cannot get any more money because there is very little money left to give them. Their future gains will be in terms of working conditions and other non-monetary privileges.

Summary

Chapter V discusses and analyzes at length eight research issues which are closely related to the data provided in chapter IV. The latter chapter described the origin and evolution of the organizations of the CPA and the OSAS from their being "professional associations" to their becoming "unions."

The research issues were dealt with in such a way as to highlight the similarities and differences between the organizations in Chicago and Detroit. Under research issue # 1, those factors were identified which contributed to the metamorphosis of the two principals' organizations from being mere "clubs" or "professional associations" to becoming "unions." Under issue # 2, the differences between the CPA and the OSAS were compared with respect to their bargaining power with their respective boards of education. The third issue dealt with the effects

⁵⁶Eugene Gilmer, Divisional Director of Personnel, Interview held at his office, Detroit School's Administrative Center, April 23, 1982.

that bargaining legislation has had on the CPA and the OSAS. The fourth issue reviewed the problems experienced by the leaders who were actively involved during the formation of the unions. The next issue pointed out the benefits that unionization has gained for the principals. The appropriateness of the word "union" and its applicability to the principals' organizations in Chicago and Detroit was discussed under the sixth issue. The seventh issue examined the growth and development of the CPA and OSAS in the light of William Moore's theoretical framework for the development of unions in the public schools. And the last issue was a comparative study of the consequences of unionization of principals in Chicago and Detroit for their respective board members. Also compared were the viewpoints of the Chicago and Detroit board members concerning the future of their respective principals' unions.

CHAPTER VI

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

Chapter I of this research was an introduction to the study. Chapter II reviewed the literature related to the study. Chapter III described the methodology that was employed to gather and analyze the data. Chapter IV was a presentation of the data. And chapter V analyzed the data presented. In chapter VI, there are four sections. This last chapter contains a brief summary of the study, conclusions which have been based on the research, recommendations for those people involved and affected by the unionization of principals, and finally, recommendations for those interested in doing further research in this same field of study.

Summary

The purpose of this study was to trace and analyze the origin and growth of the principals' organization in Chicago and Detroit. The emphasis was on the comparison of the metamorphosis of the organizations in these two, large, urban cities from being mere "clubs" or "professional associations" to their becoming "unions." Also stressed were the differences observed within each organization before their unionization and since the time of their unionization. The organizations were investigated and analyzed concretely within the framework of eight very specific research issues closely related to the development of the

organizations.

The significance of the study was that middle management level unions, especially in the realm of public education, has been a phenomenon that has not been sufficiently recognized in formal literature. This research was intended as an additional step in bridging an important information gap. The subject of the proliferation of principals' unions is of great relevance both to school authorities as well as to principals and middle level administrators themselves. To the former may be applied the idiom, "Forewarned is forearmed." Whereas the latter may find encouragement and enlightenment on how to extricate themselves from a hopeless situation by emulating the example of others who have been through the same gamut before.

The historical method was selected as a primary means for the pursuit of this study because of the historical nature of the research. In-depth case studies of the development of organizations over a period of time have inevitably to depend heavily on historical methodology. The tools of internal and external criticism were constantly employed, and attention was always given to the norms for establishing the authenticity and credibility of data sources, whether written or oral. Where the reliability of witnesses or documents was in question, additional evidence was sought to corroborate the statements.

There were two principal sources of data: (1) the files and records in the offices of the two organizations which were under study, as well as the public documents available at the offices of the Chicago and Detroit boards of education; and (2) the oral testimony of witnesses

to the events described in the study. This testimony was gathered by means of in-depth interviews of persons who have been or are very closely involved in the development of the CPA or the OSAS. The loosely structured interviews were first recorded and later transcribed. Relevant facts and portions were then systematically categorized chronologically and thematically. Such classification of data helped immensely to check for cross-references and interrelatedness of materials, which was in keeping with the rigorous techniques of the historical method.

Following the assimilation and classification of data, chronological descriptions of the evolution of the principals' organizations were presented. The problems which accompanied the origin and growth of the CPA and the OSAS were then elaborated. Next, the data were critically examined with a view to discovering patterns or characteristics which had emerged as being common to both organizations. Lastly, the data were reconsidered in the context of the eight research issues which had been chosen as a framework or structure. Measuring the performance of the CPA and the OSAS against the framework provided, led to the comparison and determination of the factors resulting in the similarities and differences between the two organizations.

Conclusions

Several conclusions can be drawn as a result of this research, some based directly on the data presented in this study, and some on the findings and research of others in the same field, which findings are indirectly confirmed by the data reviewed in this study. The conclusions follow below:

1. The causes of unionization were the same in the case of both, CPA and the OSAS. Based on the section dealing with the causes of unionization in the chapter on the "Review of Related Literature," it can be concluded that the causes in Chicago and Detroit are also similar to those which have been identified by researchers who have studied the phenomenon of unionization among school principals and other middle management level administrators.
2. William Jefferson Moore's theoretical framework must be confirmed as a valid theory for interpreting the factors influencing unionization in the public schools. The factors identified in the case of the OSAS fit Moore's framework almost exactly, while the CPA also came very close to the pattern.
3. The strong leadership of persons sincerely and enthusiastically committed to the cause of their membership has been vital to the formation and emergency of vigorous, unified and healthy unions.
4. Enabling bargaining legislation significantly determines the development of unions of school principals and administrators.

A great degree of the success of the OSAS, and the peaceful co-existence of the OSAS and the Detroit board of education may be attributed to the bargaining legislation in Michigan. On the other hand, the lack of success on the part of the CPA can be clearly attributed to a lack of supportive legislation in Illinois. Once again, the related literature which speaks of the overwhelming spread of principals' unions in states with enabling legislation is confirmed by the results of this study.

5. The single greatest factor determining the strength and power of a

union is its size.

When the number of union members is large enough so that the employees can do serious harm to the system by withdrawing their services, then the union is powerful and will be treated respectfully by the board of education. The work stoppage caused by the OSAS and the consequences which followed, is verification of the power that accompanies a large union. On the other hand, the CPA's inability to cause any significant impact on the educational system in Chicago by withdrawing their services is the principal reason for the lack of respect given to the principals' union by the Chicago board of education.

6. Unionization is not always directly responsible for a significant increase in benefits for the membership.

In the case of the OSAS, unionization did lead to the above-mentioned result. But with regard to the CPA, the evidence is insufficient to warrant such a conclusion.

In the same connection, however, it should be noted that unionization indirectly leads to better benefits for the groups of employees unionized. The effects of unions are such that boards of education will sometimes go to any length to prevent them. In doing so, the boards are pressurized into being more generous with their employees to prevent them from becoming disgruntled and dissatisfied - a major cause of unionization.¹ When salaries are raised and

¹

An example of how managements endeavor to placate their workers was quoted from the columnist Richard Reeves who wrote in the Chicago Sun-Times on May 12, 1980. The quotation is from the News Bulletin of the Chicago Principals Association, May 28, 1981, and reads as follows:

better working conditions and privileges are provided in some educational systems, the other systems are indirectly forced to keep par. Thus unionization has instilled a certain wholesome fear into boards of education, and the results have been rewarding for the unions. The granting of the recent benefits which the CPA had long been seeking from the board of education can well be interpreted as the board's strategy of pacification.

7. The above paragraph leads to the next conclusion which is that the unionization of school principals and administrators does have unpleasant consequences for their respective boards of education.

The extent of the consequences depends on the power of the individual union and the kind of contract that the union has won for itself. In the case of the OSAS, the consequences have been serious. In the case of the CPA, the consequences have been light.

8. The growth of principals' and administrators' unions has been a reaction and response to the many problems experienced by these personnel. But it is not evident that the growth has resulted in the eradication of those problems.

Eradication depends on the extent of power and success of each individual union. For instance, a major reason for the formation of the principals' union in Chicago was the restrictive effect of the CTU (the teachers') contract on the authority and discretion of the principals. But unionization of the Chicago principals has not

I asked the chief executive of a company with 150 employees how he had beaten a recent union organization drive. It was easy, he said. He raised salaries a bit, instituted a rather generous profit-sharing plan and, in his words, "fed them a lot of crap about being a team, a family."

led to the elimination of the hampering effect of the teachers' contract. However, during negotiations, the board of education does exercise caution in not permitting the contract language to further handcuff the principals, and to that extent, unionization of the principals has served to curtail their problems.

9. Some very definite differences between the CPA and the OSAS exist.

The OSAS is a much more powerful union, as evidenced by its extremely comprehensive contract. The following factors have contributed greatly to the success of the OSAS:

- a) The coalition of the various principals' and administrators' organizations into one large and unified body;
- b) Detroit is more of a union town: principals, administrators, teachers, parents and school board members themselves have hailed from families with union backgrounds and affiliations;
- c) enabling bargaining legislation in the form of Public Act 379 which was subsequently interpreted by the courts to include school administrators and supervisors;
- d) clearly defined goals of the OSAS: the organization was patterned on the industrial unions, and the leadership sought to become a full-fledged union regardless of the minority of members who were still professionally oriented.

10. The future of the OSAS seems to be much more secure than that of the CPA.

There is only a very slight chance that the OSAS will make any major concessions to their board of education even in the face of the severe economic crisis that seems to be forthcoming. The CPA,

on the other hand, is unable to risk a serious confrontation with the Chicago board of education even should the latter be unfair to the principals in the application of financial cuts to all its employees.

Recommendations

As a result of this study, some recommendations are presented here for superintendents and board of education members who desire to prevent or discourage their principals and administrators from forming an association or union for purposes of collective bargaining. The first four following recommendations are based on the causes of unionization among middle level school administrators, as seen in the review of related literature in chapter II, as well as on the factors which led to the foundation of the OSAS in Detroit, and the CPA seeking a contract with the Chicago board of education.

1. Provide principals and administrators with higher wages, better working conditions and more privileges than are given to the teachers, otherwise there is no incentive to be a school principal/administrator, and there is no reward for the greater responsibility, which is an injustice rightly resented.
2. Ensure that the administrative set-up in the school system is fair and impartial: nepotism, cronyism, sexism and racism must not come into play at the time of making appointments, promotions and transfers.
3. Involve school principals and administrators as much as possible in the process of making decisions which will ultimately affect them or have to be implemented by them: in doing so, besides giving the

principals and administrators a sense of belonging and fulfillment, their professional expertise is also put to good use.

4. Devise ways and means to create an atmosphere of openness and discussion, and of true concern for the welfare of the principals and administrators: no effort is too great to prevent unionization, for the latter inevitably leads to an adversarial relationship. Besides, these efforts may save a lot of hassle in the long run, including regular negotiations to renew the contract, not to mention executing the contract.
5. Use much caution and firmness when negotiating, and enlist the services of a professional negotiator: a contract once given cannot be retracted. Consider this statement seriously: "The heart of the Chicago schools' problems today is the teachers' contract which was given in 1968."² When power is given away indiscreetly, school authorities will later discover that what was intended to be a help has become a hindrance.

Besides the recommendations for superintendents and board members, below follow some suggestions for school principals and administrators who desire to form an association or union for purposes of collective bargaining. These recommendations are based on the factors which have contributed most significantly to the development and prosperity of principals' and administrators' unions as has emerged from the related literature. The great success of the OSAS in Detroit has also been due to these very same factors.

1. Establish a coalition of associations or even of unions to form one

² _____, Interview, Chicago, March, 1982. The interviewee wishes to remain anonymous.

large and unified union. The size of a union is crucial to its bargaining power. Initially, each individual association/union may have to give up something; but in the long run, all the associations/unions will have gained much more than they ever could have separately.

2. Recognize the value of unity with regard to goals, objectives and actions in times of crises. For a union to be effective, there must needs be active participation and involvement on the part of all its members. Small unions specifically, cannot carry the weight of too much dead wood.
3. Abandon the "professional" image that tradition has taught people to associate with school principals and their colleagues, without simultaneously abandoning the professional skills themselves. People will slowly become adjusted to the fact that professional educators have to fight for their rights to survival too. Timid and half-hearted demands do not make for successful unions.
4. Resourcefully continue to lobby for the passing of enabling bargaining legislation at the state level. The importance of supportive legislation for the formation and on-going development of a principals'/administrators' union cannot be overestimated.
5. Finally, recognize the signs of the times. Do not push the board of education too much against the wall, lest the union itself get hurt in the process. Be realistic in evaluating the financial position of the board. Collective bargaining cannot be a one way street forever. The time has come for unions to both give and receive. Making unrealistic demands from a board which has nothing left to give, may tempt that board to wage an all-out confrontation with the

union, and the possibility is greater today that the union may not recover.

In addition to the recommendations for all those directly involved in the field of the administration of public schools, there are some recommendations for those interested in doing some further research along the same lines:

1. Make a comparative study of principal and administrator unions in urban and rural areas.
2. Study and compare the differences between groups of unionized and non-unionized principals.
3. Examine the effects of the ten largest principal/administrator unions in the country on their respective boards of education.
4. Determine the contribution made by the phenomenon of middle level management unions in the public schools to the labor movement in general.
5. Develop a test/framework for determining the extent to which principal unionization has benefitted the principals belonging to a union.
6. Investigate the advantages of local unions of principals/administrators being affiliated to the national organization AFSA, AFL-CIO. Why have more locals not joined AFSA? (As of now, only 72 locals have affiliated with AFSA, AFL-CIO,³ whereas there are a total of 2,840 locals which are eligible for affiliation.⁴
7. Study the extent of unionization among school middle level management personnel in Illinois and draw comparisons.

³ Peter O'Brien, "President's Message," in AFSA brochure, 1982.

⁴ Bruce Cooper, Interview by phone, Fordham University, June 16, 1982.

8. Compare the relationships between principals and school superintendents in districts which have unionized school principals with those districts which have not.
9. Explore the effects of the unionization of school principals on the student and community morale of those school districts.
10. Demonstrate the veracity of this hypothesis: principal unions in the United States have already played out their usefulness to principals.

One last thought: people are inclined to favor or condemn unionism of any kind, (much more that of the "professional" school educator), depending on which side of the fence they belong. In the ultimate analysis, it should be borne in mind that what is at stake is equity and justice for all individuals, so that each person may in freedom pursue the benefits of his/her own contribution to the fruits of the earth and the welfare of society. To this end, every individual has a co-responsibility in the common enterprise of mankind. As one of the recent documents of the Church so well puts it:

Among the fundamental rights of the individual must be numbered the right of workers to form themselves into associations which truly represent them and are able to cooperate in organizing economic life properly, and the right to play their part in the activities of such associations without risk of reprisal. Thanks to such organized participation, along with progressive economic and social education, there will be a growing awareness among all people of their role and their responsibility, and, according to the capacity and aptitudes of each one, they will feel that they have an active part to play in the whole task of economic and social development and in the achievement of the common good as a whole.⁵

In fact, the Church goes so far as to even recognize the role of a

⁵Austin Flannery, O.P., General Editor, Vatican Council II: The Conciliar and Post Conciliar Documents, The Liturgical Press, Collegeville, Minnesota, 1975, p. 974.

strike, although its value is realized only in the event of an extreme necessity. The document says further:

In the event of economic-social disputes all should strive to arrive at peaceful settlements. The first step is to engage in sincere discussion between all sides; but the strike remains even in the circumstances of today a necessary (although an ultimate) means for the defense of workers' rights and the satisfaction of their lawful aspirations. As soon as possible, however, avenues should be explored to resume negotiations and effect reconciliation.⁶

⁶Ibid.

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F: Interviews

As the lists of interviewees, together with corresponding information of their background and positions relative to the Organization of School Administrators and Supervisors, and the Chicago Principals Association, have been included in the appendices, they are not being repeated here.

APPENDIX A

CHICAGO

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CHICAGO PRINCIPALS CLUB AND
THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO

TO THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

THE GENERAL SUPERINTENDENT OF SCHOOLS

REPORTS that on February 26, 1964 the Board of Education of the City of Chicago adopted a resolution directing the General Superintendent of Schools to meet with representatives of the Chicago Teachers Union and set up a written memorandum of understanding for the orderly and speedy processing of grievances and the resolving of professional problems of those persons the Chicago Teachers Union represents.

AND FURTHER

REPORTS that on March 11, 1964 the Board of Education of the City of Chicago adopted a resolution directing the General Superintendent of Schools to meet with representatives of the Chicago Division, Illinois Education Association, and set up a written memorandum of understanding for the orderly and speedy processing of grievances and the resolving of professional problems of those persons the Chicago Division, Illinois Education Association, represents.

AND FURTHER

REPORTS that through extensive conferences memorandums of understanding were developed and were adopted by the Board of Education on October 27, 1964 (Chicago Teachers Union) and November 12, 1964 (Chicago Division, Illinois Education Association).

AND FURTHER

REPORTS that the Chicago Principals Club has requested the right to represent its membership as members of the administrative staff in conducting separate professional negotiations with the General Superintendent of Schools.

THE GENERAL SUPERINTENDENT OF SCHOOLS THEREFORE

RECOMMENDS that the Chicago Principals Club be recognized as the official organization representing elementary and secondary school principals who desire that the organization act as its spokesman in consideration of professional problems. Professional problems shall be considered as broad problems concerning the working conditions, salaries, welfare, and professional responsibilities of administrative staff members serving in the capacity of school principals. The General Superintendent, or his designated representative, will set a mutually acceptable time and place to meet with representatives of the Chicago Principals Club to discuss solutions to professional problems.

Prepared by:
ARTHUR R. LEHNE
Assistant Superintendent

Respectfully submitted,
BENJAMIN C. WILLIS
General Superintendent of Schools

April 14, 1965

FIRST AGREEMENT

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND THE CHICAGO PRINCIPALS CLUB WITH RESPECT TO PROCEDURES FOR CONSIDERATION OF PROFESSIONAL MATTERS AND GRIEVANCES

Agreement made and entered into as of the 14 day of June, 1967, by and between the Board of Education of the City of Chicago (hereinafter referred to as the "BOARD") and the Chicago Principals Club (hereinafter referred to as the "PRINCIPALS CLUB").

Preamble

On June 10, 1965 at its regular meeting, the Chicago Board of Education approved the recommendation of the General Superintendent.

"that the Chicago Principals Club be recognized as the official organization representing elementary and secondary school principals who desire that the organization act as its spokesman in consideration of professional problems. Professional problems shall be considered as broad problems concerning the working conditions, salaries, welfare, and professional responsibilities of administrative staff members serving in the capacity of school principals. The General Superintendent, or his designated representative, will set a mutually acceptable time and place to meet with representatives of the Chicago Principals Club to discuss solutions to professional problems."

The Board and the Principals Club recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual understanding and cooperation. On an operational level, it is generally recognized in both government and in industry that two way communication results in better decision making and that higher quality decisions result from participation in management. The objective of the following procedures is to provide the mechanism for administrators to participate in policy formation and further to provide the mechanism for treatment of grievances arising from an action or condition allegedly contrary to established policy.

PROFESSIONAL MATTERS

Professional matters shall be considered as broad policy questions system wide in nature concerning the working conditions, salaries, welfare and professional responsibilities of administrative staff members serving in the capacity of school principals.

The General Superintendent shall continue to meet monthly at a mutually agreeable time with the Principals Club to discuss an agreed upon agenda related to professional matters.

DEFINITION OF GRIEVANCES

Grievance shall mean an allegation of inequity experienced by a principal or a group of principals. A grievance shall be presented only by or on behalf of a principal or a group of principals concerned with the grievance.

Grievances are classified into the following kinds:

1. Alleged unfair or inequitable treatment by reason of an action or condition contrary to established policy or practice governing or affecting principals.
2. A difference of interpretation of application of the Rules of the Board of Education of the City of Chicago.
3. A difference of interpretation or alleged inequitable application of the School Code of Illinois.
4. An alleged violation, misinterpretation or inequitable application of the provisions of this Memorandum of Understanding.

ADJUSTMENT OF GRIEVANCES

- A. A sincere attempt should be made to resolve any difference by oral interview between the principal or group of principals or the Principals Club representative and the appropriate district superintendent, assistant superintendent or associate superintendent before the difference becomes formalized as grievances.
- B. A principal or group of principals may present a grievance in writing to the district superintendent following the act or condition which is the basis of the grievance. If two or more principals have the same grievance, a joint grievance may be presented and processed as a single grievance at this and succeeding steps.
- C. Upon receipt of the grievance, the district superintendent shall arrange for a conference within a reasonable time and notify the principal and any others involved in the grievance. If the principal is represented by the Principals Club, the Principals Club shall be notified.
- D. The principal may be heard personally and may be represented by the representative of the Principals Club. If the principal is represented by the Principals Club, the Principals Club shall be notified. The Club representative shall have the opportunity to be present to speak and act on the behalf of the principal and to state the views of the Club.
- E. The district superintendent shall make a decision and communicate it and the reasons therefor to the principal, the Principals Club, and to the General Superintendent (through the office of Employee Relations) within a reasonable time agreed upon at the conference.

2. Appeal

- A. The principal or the Principals Club may appeal to the General Superintendent of Schools (through the office of Employee Relations) from the decision made at the district superintendent level. The appeal shall be in writing and shall set forth specifically the act, conditions, and the grounds on which the appeal is based and a copy of any decision made. A copy of the appeal shall be sent to the district superintendent.
- B. The General Superintendent or his designated representative shall within a reasonable time fix a time and place for a conference and notify the parties concerned. At this conference, a sincere attempt shall be made to adjust the matter to the satisfaction of all concerned.
- C. The General Superintendent (through the office of Employee Relations) shall make a written decision, supported by the reasons therefor and communicate the same to the principal, the district superintendent and the Principals Club.

3. Board of Education Review

If agreement has not been reached through the careful consideration of the General Superintendent, the principal and the Principals Club, the grievance may be presented to the Board of Education by the principal or Principals Club for review.

4. Appeal of Special Types of Grievances

- A. When any decision may affect a number of principals in the schools who are similarly situated, the Chicago Principals Club may appeal the decision in behalf of the principals.
- B. Any violation of the terms of this agreement may be presented by the Club at the appropriate step of this procedure as a Club grievance.

5. System-wide Grievance

- A. If a grievance is system-wide in nature, it shall be submitted in writing by the Principals Club to the General Superintendent (through the office of Employee Relations) and a meeting requested for the purpose of discussing the issues with the General Superintendent or his designated representative.
- B. If the problem cannot be satisfactorily resolved at the conference, the General Superintendent shall communicate in writing a decision with the reasons therefor to the Principals Club within a reasonable time.
- C. If the General Superintendent does not communicate with the Club concerning a decision or if a satisfactory solution is not reached within a reasonable time, the problem may at the discretion of the Principals Club be appealed to the Board of Education.

- D. Upon mutual agreement on any item, the General Superintendent shall take administrative action or submit the matter to the Board of Education.

6. Miscellaneous

- A. Failure to communicate a decision within a reasonable time after the conclusion of the conference shall permit the principal to advance the grievance to the next higher step.
- B. Under ordinary circumstances, a reasonable time shall be considered to be ten school days: extension of this time shall be by mutual agreement.
- C. The General Superintendent, through his staff, shall furnish to the Principals Club information necessary to the intelligent and professional resolutions of specific grievances.
- D. Upon written application by the President of the Principals Club to the district superintendents involved, a Club representative may be allowed reasonable time during school hours to investigate grievances of principals.
- E. Any individual grievance which is not under the jurisdiction of a district superintendent, shall be presented directly to the General Superintendent (through the office of Employee Relations). The general procedures relating to the appropriate step shall apply to the presentation and adjustment of the grievance, including the right of appeal. The district superintendent shall be provided with a copy of the grievance.
- F. Any grievance shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

CONCLUSION

This Agreement shall be effective as of Jan. 1, 1967, and shall remain in effect until December 31, 1967.

In the event either the Board or the Principals Club wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of the modification or amendment is thereafter mutually agreed upon, this Agreement will be so modified or amended.

In Witness Whereof, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries, this 14 day of June A.D. 1967.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By _____ President

Attest: _____ Secretary

CHICAGO PRINCIPALS CLUB

By _____ President

Attest: _____ Secretary

CHICAGO PRINCIPALS ASSOCIATION

CONSTITUTION AND BY-LAWS

CONSTITUTION

(APPROVED NOVEMBER 24, 1975)

ARTICLE I NAME AND AFFILIATION

This organization shall be known as the CHICAGO PRINCIPALS ASSOCIATION, LOCAL 2, SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE, AFL-CIO. It is the official professional organization for principals and other educational administrators in the Chicago Public School System.

ARTICLE II PURPOSE

The CHICAGO PRINCIPALS ASSOCIATION has for its major purposes the improvement of educational and administrative leadership in the schools and the elevation of the status and morale of its members.

The functions of this ASSOCIATION shall be to provide professional aid to its membership; advance their professional status; unify thought and resolve differences; develop and maintain effective communication with the General Superintendent, the Board of Education and other elements of the Chicago Public School System; secure involvement of its members in the development and decision-making of school policies; and promote public awareness of evolving educational issues from both theoretical and practical viewpoints.

ARTICLE III MEMBERSHIPSection 1. Policy

Except as provided in the By-Laws, membership in this Association shall be continuous.

Section 2. Classes of Membership

- (a) There shall be three classes of membership: regular members, associate members, and inactive members as provided in the By-Laws.
- (b) Membership in all three classes shall be contingent upon: 1) the payment of dues, as provided in the By-Laws, and 2) approval of application by the Governing Board.

ARTICLE IV POWERS

Section 1.

The ASSOCIATION shall have the powers specified in the statutes of the State of Illinois pertaining to bodies incorporated not-for-profit.

Section 2.

The ASSOCIATION shall have the powers not prohibited in the Charter and Rules and Regulations of the School Administrators and Supervisors Organizing Committee, AFL-CIO and such constitution of a permanent national Union replacing SASOC as may be adopted by convention, and as lawfully and properly amended thereafter.

ARTICLE V ORGANIZATION

Section 1. Executive Board

There shall be an Executive Board consisting of the general officers of the ASSOCIATION.

Section 2. Governing Board

There shall be a Governing Board consisting of the general officers of the ASSOCIATION and the presidents and vice-presidents of the auxiliaries.

Section 3. Auxiliaries

A. Principals' Auxiliaries

- (1) There shall be fourteen principals' auxiliaries; elementary schools to be grouped geographically into thirteen auxiliaries of approximately the same size; all high schools to be grouped in one auxiliary.
- (2) A member shall belong to the auxiliary in which his school is located, unless transferred to a school in another auxiliary, at which time the member may elect to remain in the original auxiliary until the end of the administrative year. A member who is principal of two schools, each in a different auxiliary, may elect to be a member of either auxiliary.
- (3) These are voting auxiliaries composed of regular members.

B. Directors', Administrators' and Coordinators' Auxiliaries

- (1) Other administrative units shall be grouped into that number of auxiliaries which approximate the same number of members as in the principals' auxiliaries. When more than one auxiliary is necessary, the auxiliaries shall be grouped geographically.
- (2) A member shall belong to the auxiliary in which his office is located, unless transferred to an office in another auxiliary, at which time the member may elect to remain in the original auxiliary until the end of the administrative year.

(3) These are voting auxiliaries composed of regular members.

C. Associate Auxiliaries

- (1) One auxiliary shall be composed of associate members who are teachers on the principals eligible lists. This is a non-voting auxiliary.
- (2) One auxiliary may be composed of associate members who are not eligible for regular membership and are not eligible for (1) above. This is a non-voting auxiliary.
- (3) One auxiliary may be composed of inactive associate members. This is a non-voting auxiliary.

ARTICLE VI ELECTIVE OFFICES

Section 1. General Officers

The general officers of the ASSOCIATION shall be a President, First Vice-President, Second Vice-President, Secretary and Treasurer, all of whom shall have been regular members in good standing continuously for at least three years immediately prior to the date of the convening of the Nominating Committee. They shall be elected by the regular members as provided in the By-Laws.

Section 2. Auxiliary Officers

The officers of each auxiliary shall be a President, a Vice-President and a Secretary-Treasurer, all of whom shall have been regular members of the ASSOCIATION in good standing continuously for at least two years immediately prior to the date of election; they shall be elected by the members of that auxiliary as provided in the By-Laws.

Section 3. Terms of Office

All elective officers shall be elected for a term of two years, as provided in the By-Laws; they may succeed themselves.

ARTICLE VII MEETINGS

Section 1. Executive Board

Meetings of the Executive Board shall be held as provided in the By-Laws. Three members of this Board shall constitute a quorum for any meeting of this body.

Section 2. Governing Board

Meetings of the Governing Board shall be held as provided in the By-Laws. Ten members of this Board shall constitute a quorum for any meeting of this body.

Section 3. Auxiliaries

Meetings of the auxiliaries shall be held as provided in the By-Laws. Eight regular members shall constitute a quorum for any meeting of any auxiliary.

Section 4. General Membership Meetings

Meetings of the membership shall be held as provided in the By-Laws. Fifty regular members shall constitute a quorum for any meeting of this body.

ARTICLE VIII FINANCIALSection 1.

The fiscal and administrative years shall begin on the first day of July and terminate on the last day of June of the succeeding year.

Section 2.

The annual dues for all classes of members shall be as specified in the By-Laws.

Section 3.

There shall be an annual audit of the financial records of the ASSOCIATION by independent auditors as specified in the By-Laws.

ARTICLE IX SAFEGUARDS AND OBLIGATIONSSection 1.

This ASSOCIATION shall not make distinctions among its members because of race, color, or sex, or political, social, religious or economic views.

Section 2.

This ASSOCIATION shall not permit itself to be used to promote any advantage for any member or particular group of its members, unless the Governing Board shall decide by a two-thirds majority of those voting that such action is in the interest of the ASSOCIATION as a whole.

Section 3.

This ASSOCIATION shall not initiate any action affecting a particular group of its members without the advice, counsel and consent of that group.

Section 4.

This ASSOCIATION shall not promote any political party or individual on the Federal, State or local level, or any social or economic creed or theory, unless such action shall be previously endorsed by at least a two-thirds majority of those Governing Board members voting and a simple majority of the votes cast by the general membership.

Section 5.

The members of this ASSOCIATION hereby declare their faith in each other and their consequent insistence upon the maintenance of the democratic process and of the representative form of government by which the ASSOCIATION functions in all relations between the ASSOCIATION and its members.

ARTICLE X AMENDMENTSSection 1.

This constitution can be amended at any regular general membership meeting of the ASSOCIATION by a two-thirds majority of the votes cast provided that the proposed amendment has been submitted in writing at the previous regular general membership meeting and provided that the members receive a copy of the proposed amendment at least two weeks prior to the date of the voting.

Section 2.

The Governing Board may submit a proposed amendment for a vote when a majority of the Governing Board approves the proposed amendment and if the Governing Board members have received a copy of the proposed amendment at least two weeks prior to the date of the voting.

ARTICLE XI PARLIAMENTARY AUTHORITY

Robert's Rules of Order (Latest Edition) shall govern all situations not covered by the Constitution or by the subsequent By-Laws or standing rules.

ADOPTION OF REVISED CONSTITUTION AND BY-LAWS

This revised Constitution and its By-Laws shall become effective upon its approval by two-thirds of the votes cast by members in good standing of the ASSOCIATION.

BY-LAWSARTICLE I NAME AND AFFILIATIONSection 1.

The CHICAGO PRINCIPALS ASSOCIATION shall be affiliated with the American Federation of Labor-Congress of Industrial Organizations, the Chicago Federation of Labor-Industrial Union Council and the Illinois State Federation of Labor-Congress of Industrial Organizations.

Section 2.

Delegates to organizations with which the ASSOCIATION is affiliated shall be selected from the membership in accordance with the By-Laws as herein-after stated, and shall represent the ASSOCIATION at all meetings and significant activities of the respective affiliates.

ARTICLE II PURPOSESection 1.

- (a) The ASSOCIATION is committed to furnishing professional and brotherly assistance to all members by providing forums for in-service training, leadership development, general and specific advice, trading of experience and the sharing of ideas of all types.
- (b) The ASSOCIATION is committed to the support of educational programs which serve all the children of the City of Chicago to the greatest extent possible.
- (c) The ASSOCIATION shall maintain its Memorandum of Understanding with the Board of Education.
- (d) The ASSOCIATION shall, as the sole collective bargaining agent for all members, seek to elevate the morale of the membership by helping to establish and maintain a realistic and explicit system of financial and professional compensation.

Section 2.

The President and such other officers or members as he selects shall meet regularly with the General Superintendent of Schools to discuss an agenda prepared with the assistance of the Executive Board. In addition, the President shall make known to the Superintendent the attitudes of the membership on issues of serious or immediate importance.

ARTICLE III MEMBERSHIPSection 1. Policy

- (a) Any person holding membership in the ASSOCIATION at the time of the effective date of this revised Constitution shall continue to be eligible for the same class of membership as long as he remains in his present position.

- (b) On and after the date this revised Constitution becomes effective, new membership in the ASSOCIATION shall be contingent upon the applicant's possession of a principal's or administrator's certificate issued by the Chicago Board of Education and upon approval of the Governing Board.

Section 2. Eligibility for Regular Membership

- (a) All persons who are principals in attendance centers are eligible for regular membership. Persons in other positions who qualify according to Section 1 above are eligible except those currently employed as teachers and superintendents.
- (b) All persons identified as eligible in (a) who are on sabbatical leave, on sick leave and on the Board of Education payroll are eligible.

Section 3. Eligibility for Associate Membership

- (a) All superintendents who as principals were members of the ASSOCIATION are eligible for associate membership.
- (b) All teachers who hold a principal's certificate are eligible for associate membership.

Section 4. Eligibility for Inactive Associate Membership

- (a) All persons eligible for membership as provided in Section 2 of this Article, who have resigned or retired from their position in the Chicago Public Schools are eligible for inactive associate membership.
- (b) All persons on maternity/paternity leave, on leave without pay, or on leave for other employment (except for Chicago Principals Association service) are eligible for inactive associate membership for the length of their leave.

Section 5. Forfeiture of Membership

Membership, in any class, is forfeited by

- a) Four (4) months arrears in annual dues
- b) Expulsion from the ASSOCIATION in accordance with the procedures hereinafter provided in the By-Laws.

Section 6. Reinstatement

Any former member may be reinstated to membership by the procedures hereinafter provided in the By-Laws.

ARTICLE IV POWERS AND DUTIES OF OFFICERS

Section 1. President

The President shall preside over all meetings of the general membership,

of the Governing Board and the Executive Board. He shall provide leadership in implementing the purposes of the ASSOCIATION. He shall be an ex-officio member of every ASSOCIATION committee and represent the ASSOCIATION to all affiliates and related organizations.

Section 2. First Vice-President

The First Vice-President shall

- a) Preside over meetings in the absence of the President,
- b) Develop leadership development programs and in-service meetings,
- c) Be chairman of the Teachers Agreement Committee, and
- d) Perform other duties as requested by the President.

Section 3. Second Vice-President

The Second Vice-President shall

- a) Preside over meetings in the absence of both the President and the First Vice-President,
- b) Chair the Memorandum Committee,
- c) Be in charge of membership and recruitment, and
- d) Perform other duties as requested by the President.

Section 4. Secretary

The Secretary shall

- a) Keep a complete and accurate record of the Executive Board meetings, the Governing Board meetings and the general membership meetings,
- b) Keep a current list of all members of the ASSOCIATION in good standing,
- c) Certify with the treasurer membership lists for election purposes, and
- d) Perform other appropriate duties as requested by the President.

Section 5. Treasurer

The Treasurer shall

- a) Collect dues,
- b) Submit a detailed report of receipts and expenditures and the disposition of invested funds at the August meeting of the Governing Board,
- c) Send a copy of the approved treasurer's "Report of Receipts and Expenditures" to every member,
- d) Arrange for the annual audit and submit the results thereof to the Governing Board,
- e) Prepare the annual budget,
- f) Certify with the secretary membership lists for election purposes, and
- g) Perform other appropriate duties as requested by the President.

ARTICLE V ORGANIZATION

Section 1. Executive Board

The Executive Board shall perform the following duties:

- a) Implement the directives of the Governing Board and general membership,
- b) Discuss current problems and make recommendations for action to the Governing Board and general membership,
- c) Review agenda for General Superintendent's meeting,
- d) Discuss with and recommend committee appointments (including chairmanships) to the President, and
- e) Review and pass on grievances sent to ASSOCIATION and recommend use of the attorney.

Section 2. Governing Board

The Governing Board shall perform the following duties:

- a) Conduct the ASSOCIATION'S business and administrative affairs in accordance with the general policies and actions of the ASSOCIATION
- b) Determine ASSOCIATION policy with regard to requests approved by and submitted by one or more auxiliaries
- c) Initiate and change policy in line with current needs, and take action in the absence of a general policy or clearly discernible prior stand or action, whenever an emergency occurs and the shortage of time precludes a general meeting
- d) Approve all the financial affairs of the ASSOCIATION
- e) Select, appoint and set salaries for such employees as they shall deem necessary to employ (except the selection and appointment of elected employees)
- f) Approve the applications of those eligible persons who apply for membership.

Section 3. Auxiliaries

1. The Principals' Auxiliaries shall perform the following duties:

- a) Meet monthly, September through June,
- b) Bring motions approved by the auxiliary membership to the Governing Board for action by said Board,
- c) Assess their members, if approved by two-thirds vote of all their members, fees for meetings and projects.

2. The Directors', Administrators' and Coordinators' Auxiliaries shall perform the following duties:

- a) Meet monthly, September through June,
- b) Bring motions approved by the auxiliary membership to the Governing Board for action by said Board, and
- c) Assess their members, if approved by two-thirds vote of all their members, fees for meetings and projects.

3. The Associate Auxiliaries may perform the following duties:
 - a) Meet monthly, September through June,
 - b) Bring motions approved by the auxiliary membership to the Governing Board for action by said Board, and
 - c) Assess their members, if approved by two-thirds vote of all members, members, fees for meetings and projects.

ARTICLE VI ELECTION OF OFFICERS

The ASSOCIATION shall nominate candidates for its elective offices and for the Delegates to the School Administrators and Supervisors Organizing Committee Convention and Illinois Federation of Labor-Industrial Union Council as hereinafter provided:

Section 1. Nominating Procedure for Electing the General Officers

1. In odd numbered years the President shall appoint a nominating committee at the February meeting of the Governing Board. This committee shall be composed of the presidents of the voting auxiliaries, seven of ;whom shall constitute a quorum at any meeting called by the chairperson. The chairperson shall be appointed by the President from among the members of the committee.
2. The Nominating Committee shall:
 - a) Publish and distribute to the membership a list of the regular members in good standing and eligible to hold office.
 - b) Nominate one candidate for each general office, notify each of the nominees and receive his acceptance in writing, and report this slate at the March general meeting. No person may receive a nomination for more than one general office.
 - c) Invite and receive official petition forms nominating candidates for each of the general offices of the ASSOCIATION. Petitions must contain at least 30 valid signatures of regular members of the ASSOCIATION. No member may sign more than one petition for each office. Duplicate signatures for candidates for the same office will be deleted. The petitions must be filed with the chairperson of the Nomination Committee one week prior to the April meeting of the Governing Board.
 - d) Certify to the Governing Board at its regular April meeting the list of candidates for each general office.
3. At the April meeting of the Governing Board the President shall appoint a Committee on Elections, one of whom shall be appointed chairperson, composed of five regular members none of whom shall be presidents of auxiliaries or candidates certified by the Nominating Committee. Three of these members shall constitute a quorum at any regular meeting called by the chairperson. This committee shall conduct the biennial election for general officers as prescribed in the following sections of this Article.

- a) On May 2 or within four days thereafter the Committee on Elections shall prepare and distribute by mail, to each regular member, a ballot on which are printed the names of the candidates for each general office. Each regular member, on receipt of the ballot, shall mark the name of one candidate for each general office and return it on or before May 16 as directed by the committee.
- b) On May 16 or within four days thereafter the Committee on Elections shall canvass the vote. Candidates receiving a majority of all votes cast for the office shall be declared elected to such office and so notified. The results shall be published not later than May 23.
- c) If no person receives a majority of all votes cast for a general office, a run-off election for that office shall be held between the two candidates receiving the largest number of votes. On May 23, or within three days thereafter, the Committee on Elections shall mail to each ASSOCIATION regular member a ballot listing the names of the run-off candidates for each general office. Each member shall mark and return the ballot to the committee on or before June 5. The candidate receiving the majority of votes cast for an office shall be declared elected.
- d) On June 6 or within four days thereafter the Committee on Elections shall canvass the vote and publish the results.

Section 2. Nominating Procedures for Electing Auxiliary Officers

On or before May 24, the President of each Auxiliary shall appoint a committee to conduct an election for the officers of the auxiliaries. Members of each such committee shall not be an officer of the auxiliary. The committee shall publish a list of members of the auxiliary eligible to vote and/or hold office. Elections shall be conducted by mail. The committee shall notify the Governing Board of the election results at the June meeting of the Governing Board.

Section 3. Vacancies

- (a) In the event of a vacancy in any general office of the ASSOCIATION, it shall be the duty of the Nominating Committee to nominate one candidate for the unexpired term of the vacancy. This name shall be submitted to the membership at the next general meeting, together with any nominations from the floor, for immediate vote. The candidate receiving the majority of all votes cast shall be declared elected for the unexpired term.
- (b) When an officer of an auxiliary is transferred to a position in a different auxiliary, or the office becomes vacant for other reasons, a special election shall be held to fill the vacancy.

Section 4. Terms of Office

- (a) All elective officers shall take office July 1 of each odd-numbered year.
- (b) Installation of all elective officers shall be prior to July 1 of each off-numbered year.
- (c) Elective officers filling vacancies shall be installed at the first meeting after the results of the election are announced.

Section 5. Nominating Procedures for Electing SASOC and IFL-IUC Convention Delegates

Nominations for delegates to the conventions of SASOC, IFL-IUC shall be by petition, except that if the CHICAGO PRINCIPALS ASSOCIATION's quota is five or fewer delegates, the general officers shall be delegates if they so choose in the following order: President, First Vice-President, Secretary, Treasurer. If a general officer(s) does (do) not choose to be a delegate he will be replaced by member(s) serving as officers in SASOC or its successor. If additional delegates are needed, procedures hereinafter provided are to be followed.

- (a) Nominations for delegates to the conventions noted above shall be by petition.
- (b) Any ASSOCIATION regular member in good standing may become a candidate for delegate or alternate by filing a petition signed by at least thirty (30) regular members in good standing at the time of signing.
- (c) All nominating petitions shall be made on forms prescribed by the Executive Board. Any regular member may obtain one or more blank petitions by calling in person and signing a receipt for them. Forms are available in the ASSOCIATION office.
- (d) Any such nominating petitions may contain the name of one nominee or the names of nominees for a slate of candidates.
- (e) All nominating petitions must be filed with the ASSOCIATION office at a date and time to be specified by the Executive Board.
- (f) Alternate delegates shall be elected only to replace elected or ex-officio delegates who are unable to attend. If alternates are needed, they shall be chosen in the order of their vote totals with the alternate having the highest total chosen first and so on in the order of number of votes received.

ARTICLE VII MEETINGS

Section 1. Executive Board

- (a) The Executive Board shall meet at least once per month at the call of the President.
- (b) A special meeting of the Executive Board may be held at the call of either the President of the ASSOCIATION or by any three general officers.
- (c) In either of the above, at least forty-eight hours notice must be given.

Section 2. Governing Board

- (a) The Governing Board shall meet monthly on the Monday preceding the first monthly meeting of the Board of Education.
- (b) A special meeting of the Governing Board may be held at the call of either the President of the ASSOCIATION or upon written request of ten members of the Governing Board. The items to be discussed shall be included in the call. Four days notice must be given.
- (c) Governing Board meetings shall be open only to members in good standing.

Section 3. Auxiliaries

The Auxiliaries, except Associate Auxiliaries, shall meet monthly, September through June. In the event that an Auxiliary does not meet for two consecutive months, the President of the ASSOCIATION shall, upon receipt of a petition signed by ten auxiliary members, declare the office of Auxiliary President vacant and call for a new election.

Section 4. General Membership

- (a) General membership meetings shall be held bimonthly on or within seven days of the third Saturday of September, November, January, March and May. In cases of conflict of dates or in emergencies, the President of the ASSOCIATION is given authority to set the meeting dates so they will occur within two weeks of the above stated dates.
- (b) Special meetings of the ASSOCIATION may be held at the call of either the Governing Board, the President or upon written request of 50 regular members. A call for any special meetings shall include an Agenda of the business to be considered at the meetings and no other business may be transacted. Six days notice must be given.
- (c) General and special meetings of the ASSOCIATION shall be open to members and to guests sponsored by members to whom the President has issued guest cards. Guests shall be resource persons or eligible prospective members. The President shall appoint a door-keeper for each meeting to enforce this rule.

ARTICLE VIII FINANCIAL

Section 1. Dues Schedule

The annual dues for each class of membership shall be based on the September 1 principal's annual (twelve month) salary at the lowest step of the principal's salary schedule and shall be effective September 1 of that year.

- a) Regular members - One percent (1%)
- b) Associate members - One third (33-1/3%) of the dues paid by a regular member
- c) Inactive associate members - \$5.00 for those members inactive prior to July 1, 1968; \$10.00 for those members who became inactive after July 1, 1968.

Section 2. Payments

Annual dues shall be paid by:

- a) Monthly payroll deductions, (10 equal installments from September through June), or
- b) Direct cash payment as of July 1, annually in advance, or
- c) Direct cash payment in three installments - 50% before July 1; 25% before October 1; and 25% before January 1.

Section 3. Proration of Dues

- a) Persons who are eligible for membership at the beginning of the fiscal year shall not have the dues prorated.
- b) Dues for regular and associate members who become eligible for membership during the school year shall be prorated on a monthly basis for each remaining month of the school year beginning with the first day of the month immediately following eligibility.
- c) Dues for regular members who resign or retire during the school year shall be prorated on a monthly basis with payment being required only for each full month of active service preceding termination of service.

Section 4. Expenditure

No expense shall be charged to the ASSOCIATION by any officer, member, or by any committee of the ASSOCIATION unless an estimate of expenses shall have been previously approved by the Governing Board or unless the committee shall have been given power to act by the ASSOCIATION or unless appropriations shall have been made to the Committee.

Section 5. Audit

Independent certified public accountants shall be employed by the Governing Board to make an annual audit of all financial affairs of the ASSOCIATION.

Section 6. Bonding and Insurance

Fidelity bonds for employees and property and liability insurance shall be purchased and maintained by the Governing Board in the name of the ASSOCIATION.

Section 7. Assessments

No special assessments shall be levied unless the following steps are taken: a) Approval by Governing Board, b) Notice of impending action to all members, and c) Approval by the general membership at least one month later than step (b).

ARTICLE IX SAFEGUARDS AND OBLIGATIONS

Section 1.

No member shall act in such manner as to bring the ASSOCIATION or the profession of educational administrator into disrepute, or to cause damage to either of these.

Section 2.

Charges of such unworthy conduct against a member may be brought before the Governing Board. The general officers and presidents of the Auxiliaries shall sit as a Trial Board, according to a Code adopted by the Governing Board and on file in the office of the ASSOCIATION. The member who is charged shall be given all rights inherent in the American system of justice.

Judgment of the Trial Board shall be final.

Section 3.

A member may be dropped from membership for

- (a) Non-payment of dues
- (b) Verdict of the Trial Board

Section 4.

A member may be reinstated

- (a) Upon repayment of dues in arrears
- (b) Application to and affirmative action of Governing Board

ARTICLE X AMENDMENTS

These By-Laws may be amended by a majority of the members voting at any ASSOCIATION general meeting, or by a majority of the members voting in a referendum ordered by the Governing Board. The proposed amendment shall have been ordered by the Governing Board or shall have been requested in a petition signed by at least 50 regular members. Copies of the proposed amendment must have been mailed to each member of the ASSOCIATION at least two weeks prior to the date of voting.

ARTICLE XI PARLIAMENTARY AUTHORITYARTICLE XII COMMITTEES AND APPOINTIVE OFFICESSection 1.

The standing committees of the ASSOCIATION shall consist of the following:

1. Administrative Policies
2. Education In-Service and Leadership Development
3. House Social Affairs and Welfare
4. Legislation and Pension
5. Personnel and Intergroup Relations (Grievance)
6. Publications
7. Public Relations
8. Salary and Finance
9. Memorandum of Understanding
10. CTU Agreement

Section 2.

Standing committee shall formulate plans of actions initiated by themselves or upon matters referred to them by the President or the Governing Board. These plans shall be submitted to the Governing Board for approval.

Section 3.

The Committee on Publications shall be responsible for all periodicals published by the ASSOCIATION and with the addition of the President of the ASSOCIATION shall constitute the Editorial Board.

Section 4.

Committees shall observe the following rules:

- a) All committee reports shall be submitted in writing to the Governing Board before being distributed to the membership.
- b) In the case of failure of a committee to function, a reorganization may be effected by the President subject to approval by the Governing Board.
- c) The President shall have the power to convert a subcommittee of a standing committee into a special committee in order to make a specific report to the Governing Board.
- d) Subcommittees shall not have the power to come before the Governing Board of the ASSOCIATION before reporting to the whole committee.

Section 5.

A parliamentarian and a historian shall be appointed by each President to serve during his term of office.

Section 6.

Personnel of all committees serve until June 30 of odd-numbered years, when they are automatically discharged.

LIST AND DURATION OF THE MEMORANDA OF UNDERSTANDING BETWEEN
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND THE CHICAGO PRINCIPALS ASSOCIATION

1. "Interim Recognition Memorandum": June 10, 1965
2. First Memorandum: June 14, 1967 - December 31, 1967
3. Second Memorandum: January 1, 1968 - December 31, 1968
4. Third Memorandum: January 1, 1969 - December 31, 1969
5. Fourth Memorandum: January 1, 1970 - December 31, 1970
6. Fifth Memorandum: May 1, 1972 - August 31, 1973
7. Sixth Memorandum: September 1, 1973 - December 31, 1974
8. Seventh Memorandum: January 1, 1975 - December 31, 1976
9. Eighth Memorandum: January 1, 1977 - December 31, 1979

LIST OF INTERVIEWED SUBJECTS AND THEIR POSITIONS
VIS-A-VIS THE CHICAGO SCHOOL SYSTEM

- Berndt, Bruce : Second Vice President, CPA, since 1970; helped with the Memorandum of understanding since 1969; has worked for the Chicago school system since 1958; became a Principal in 1966, from which year he has been active in the CPA: Vice President, AFSA, AFL-CIO, since 1979.
- Bonow, Betty : Board of Education Member, Chicago Public Schools, 1981-1986; (term will expire).
- Brandzel, Sol : Board of Education Member, Chicago Public Schools, 1980-1985 (term will expire); retired officer of the Chicago Local of the Amalgamated Clothing and Textile Workers' Union.
- Brunetti, Guy : Assistant Superintendent and Director of Employee Relations, Chicago Public Schools; has worked with the Chicago school system since 1951, and became Coordinator of Employee Relations in 1967; Chief Negotiator for the Board of Education, Chicago.
- Burke, Thomas : President, CPA, 1969-1973; retired from Chicago Public Schools in 1982, after 25 years of service; instrumental in getting a charter from the AFL-CIO for school principals and administrators.
- Claudio, Edwin: Board of Education Member, Chicago Public Schools, 1981-1982; graduated from a Chicago High School in 1970.
- Curry, Ernestine: First Vice President, CPA, since 1971; Second Vice President, CPA, 1969-1971; has worked with the Chicago school system for 38 years, and first became principal in 1965; currently principal of Phillips High School; Coordinator of CPA's Annual Conference.
- Daly, Edmund : President, CPA, 1956-58; retired as District Superintendent, Chicago Public Schools, 1972, after approximately 35 years of service with the Chicago school systems, 15 of which he spent as a principal.
- DiLeonarde, Joseph: First Vice President, CPA, 1969-1973; retired from the Chicago school system in 1977, after 27 years of service as a school principal. Instrumental in getting a charter from the AFL-CIO for school principals and administrators; lobbyist in political circles for advancement of legislation favorable to the CPA (during his tenure as first Vice President.)
- Dolnick, Samuel: President, CPA, 1967-1969 and 1973-1978; retired from Chicago Public Schools after 35 years of service, and 23 years as a school principal; has so far had the longest period as President of CPA.

- Foster, John : Board of Education Member, 1981-1982; resigned in June 1982, (although his term was due to expire in May 1984).
- Jehn, Pearl : President, CPA, 1965-1967; retired from Chicago Public Schools in 1980, after 34 years of service to the school system, 25 of which were as a principal.
- Jones, Nina, Dr. : Assistant Superintendent and Director of Personnel, Chicago Public Schools, has worked 40 years with the Chicago school system. She began her administrative career in 1958, and belonged to the CPA from 1966-1969.
- Konen, Robert : Secretary, CPA, 1965-1967; retired from the Chicago school system after 33 years of service; active member of CPA from 1957-1976.
- Lamoreaux, Rachel: President, CPA, 1963-65; retired as a Director from the Chicago school system in 1973, after 36 years of service.
- Lutzow, Charles, Dr.: Treasurer, CPA, since 1976; has been with the Chicago school system since 1964, and an active member of the CPA since 1970; currently principal of Durso Special Education Center.
- Nolan, Lorretta : President, CPA, since February 1979; has been with the Chicago Public Schools since 1950; joined the CPA in 1961, when first appointed as principal; currently on a leave of absence from the Board of Education till such time as she remains President of the CPA.
- Ryan, John : Treasurer, CPA, 1965-1976; retired from the Chicago Public Schools as principal in 1978, after 33 years of service; active member of CPA from 1953-1978.
- Salces, Luis, Dr.: Board of Education Member, Chicago Public Schools, 1981-1983; (term will expire).
- Sedlack, John, Dr.: Secretary, CPA, since 1978, has been with the Chicago school system since 1954 and an active member of the CPA since 1964; currently principal of Whistler.
- Smith, Kenneth, Dr.: President, Board of Education, Chicago Public Schools, May 1980-May 1981; Member, Board of Education, October 1979-May 1982.
- Spiegl, Justine : Office Secretary, CPA, since January 1980; has been working for the Chicago school system since 1969.
- Wren, Michael, Dr.: Assistant Director, Employee Relations, Chicago Public Schools; has worked 29 years with the school system.

APPENDIX B

DETROIT

SCHOOL ADMINISTRATORS AND SUPERVISORS

ORGANIZING COMMITTEE, AFL-CIO

Grants this CHARTER to

MARTIN KALISH

ROBERT BAKER

and to their successors recognized by the SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE (SASOC) to constitute the Local Union herein named and known as Organization of School Administrators and Supervisors, Local 28

an affiliate of this national union, to carry out the functions, purposes and objects of SASOC as set forth in its Rules and Regulations (as revised and amended from time to time) and subject and subordinate at all times to such Rules and Regulations.

This Local Union is empowered and authorized to admit into membership such persons as are eligible to membership therein under the Rules and Regulations of SASOC (as revised and amended from time to time), and in accordance with its own constitution or bylaws, provided same are not in conflict with such Rules and Regulations of SASOC.

This Charter, issued to the above-named Local Union, is and shall always remain the property of SASOC. Upon dissolution, withdrawal, or suspension of this Local Union, or upon suspension or revocation of this Charter (or any replacement thereof), the name and title of SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE (SASOC) and its affiliation with the AMERICAN FEDERATION OF LABOR-CONGRESS OF INDUSTRIAL ORGANIZATIONS (AFL-CIO) shall thereupon cease from being used by this Local Union for any purposes whatsoever.

In consideration of the due performance by the above Local Union of its obligations under this Charter and the Rules and Regulations of SASOC, and its duly constituted governing bodies, the SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE does hereby bind itself to support the said Organization of School Administrators and Supervisors, Local 28

in the exercise of all its rights and privileges as a Chartered Local Union of the SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE, AFL-CIO, as provided and set forth in the Rules and Regulations of this national union, and as hereafter revised and amended.

In witness whereof, we have subscribed our names and affixed the Seal of the SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE this 15th day of October, One Thousand Nine Hundred and Seventy-four.

(SD.) Walter Degnan
PRESIDENT

(SD.) Diane Gordon
TREASURER

(SD.) Thomas S. Burke
SECRETARY

(SD.) Albert L. Morrison
VICE PRESIDENT

(SD.) Joseph DiLeonarde
VICE PRESIDENT

(SD.) Norman S. Anthony

INTERIM RECOGNITION AGREEMENT

IT IS HEREBY AGREED by and between the Board of Education of the City of Detroit, hereinafter called the Board, and the Organization of School Administrators and Supervisors, hereinafter referred to as OSAS, that,

1. The Board recognizes OSAS as the exclusive collective bargaining representative of personnel employed in classifications set forth below for the purpose of bargaining with the Board with respect to rates of pay, wages, and hours of employment.

2. The classifications referred to above are as follows:
 - Administrative Assistant
 - Assistant Department Head
 - Assistant Principal:
 - Elementary, Special Education, and Trade Schools, Secondary Schools
 - Assistant Principal, Building Trades
 - Assistant Director
 - Chief Clinic Worker
 - Chief Mental Examiner
 - Coordinator
 - Curriculum Coordinator
 - Department Head
 - Director
 - Director, Communications
 - Divisional Director
 - Head Apprentice Teacher
 - Intercultural Coordinator
 - Junior Administrative Assistant
 - Language Development Specialist
 - Parent Education Specialist
 - Personal Counselor
 - Personnel Assistant
 - Principal:
 - Elementary, Special Education, Trade and Aero Mechanics Schools, Secondary Schools
 - Principal, Building Trades
 - Psychologist-Department Head
 - Radio Assistant
 - Reading Diagnostician
 - Research Assistant
 - Research Associate
 - Research Coordinator
 - Social Therapist
 - Specialist, Day School for Deaf
 - Supervisor
 - Technical Administrative Assistant:
 - Less than M.A., M.A.
 - Visiting Teacher Department Head

3. The Board and OSAS, through their respective duly designated representatives, shall continue to explore the extent to which the collective bargaining process may be utilized with respect to other aspects of employment.
4. Nothing contained herein shall preclude the Board and OSAS from agreeing to bargain on other aspects of employment.
5. Upon the request of either party, the Board and OSAS, through their respective duly designated representatives, shall confer in good faith on other matters of mutual concern for the welfare of the school system.
6. This Agreement shall be effective on January 24, 1967 or as soon thereafter as it is countersigned by a representative of the Board acknowledging that OSAS represents a majority of the personnel employed by the Board in classifications set forth in paragraph two of the Interim Recognition Agreement.
7. The recognition accorded by this Agreement is not pursuant to Act 379 of the Public Acts of the State of Michigan or any other law relative to the collective bargaining rights of public employees.
8. Unless extended or modified, this Agreement shall terminate on July 1, 1968.

Organization of School
Administrators and Supervisors

By: S/ Freeman Flynn
President

Dated: January 25, 1967

Board of Education of the
City of Detroit

By: S/ Gladys F. Cauty
Vice-President

S/ E. M. Lane
Secretary

FIRST AGREEMENT OF DETROIT BOARD OF EDUCATION WITH OSAS

(November 3, 1967 - June 30, 1968)

This document is Part One of a collective bargaining agreement entered into on November 3, 1967, by and between the Organization of School Administrators and Supervisors, herein referred to as OSAS, and the Board of Education of the School District of the City of Detroit, herein call the Board.

I. PREAMBLE

The purpose of the schools is to educate the children growing up in our community so that they may be effective participants in our society, contributing economically, participating socially, active politically, independent intellectually. We must produce strong aggressive citizens who will build and rebuild a strong, effective democratic society in which the promises of our Declaration of Independence and Federal Constitution may become realities for all our people. We must recognize that our children grow to adulthood as products of the total society. The influence of the schools is central and vital but the influence of every element of society outside the schools must support the importance and relevance of the school and reinforce its teachings if the product is to be an asset.

Though the school cannot remedy all the ills of society, these ills must be taken into account in the operation of the schools. We must be sensitive to the strengths and deficiencies of those whom we must educate and tailor instruction and structure our organization to take advantage of the strengths and remedy the deficiencies.

This task is too monumental for us to accomplish alone. We must then, each in his own sphere of responsibility bring to bear all the resources available we can muster.

The local school administrator must feel free to create, with his staff, and the citizens and pupils of his community programs they believe will provide the kind of education their children must have. In the process of identifying the problems to be dealt with developing the programs, putting them into effect and evaluating them, the local administrator will draw upon the abilities and experience of supervisory staff, cantral and region administration, and public and private resources in his local and total community.

The Board of Education and the Organization of School Administrators and Supervisors herewith commit themselves to this principle of total involvement in seeking solutions to educational problems.

Recognizing that the accomplishment of these stated objectives may occasionally preclude literal interpretation of contractual clauses contained herein, the Board and OSAS are agreed through the structure of a joint committee to review and resolve differences of interpretation of any such contractual clause.

II. RECOGNITION

On January 24, 1967, the Board and the OSAS entered into an Interim Agreement. The aforesaid agreement provided in part, as follows:

The Board recognizes OSAS as the exclusive collective bargaining representative of personnel employed in classifications set forth below for the purpose of bargaining with the Board with respect to rates of pay, wages, and hours of employment: Administrative Assistant, Assistant Department Head, Assistant Principal: Elementary, Special Education, and Trade Schools, Secondary Schools, Assistant Principal, Building Trades, Assistant Director, Chief Clinic Worker, Chief Mental Examiner, Coordinator, Curriculum Coordinator, Department Head, Director, Director, Communications, Divisional Director, Head Apprentice Teacher, Intervultural Coordinator, Junior Administrative Assistant, Language Development Specialist, Parent Education Specialist, Personal Counselor, Personnel Assistant, Principal: Elementary, Special Education, Trade and Aero Mechanics Schools, Secondary Schools, Principal, Building Trades, Psychologist-Department Head, Radio Assistant, Reading Diagnostician, Research Assistant, Research Associate, Research Coordinator, Social Therapist, Specialist, Day School for Deaf, Supervisor, Technical Administrative Assistant: Less than M.A., M.A., Visiting Teacher Department Head.

III. SALARY

A. Year

1. Ten month personnel shall be paid the salary set forth below for 39 work weeks beginning September 18, 1967.
2. Twelve month personnel shall be paid the salary set forth below for the annual period beginning July 1, 1967.
3. Retroactive pay referred to in paragraphs A 1 and A 2 above, shall be paid in one separate check, as soon as possible.

B. Schedule

1. Schedule 3-10 month personnel

	Minimum	Maximum
Asst. Principal: Elem., Spec. Ed., & Trade	\$ 9,848	\$12,753
Secondary	11,501	14,405
Asst. Department Head	8,745	11,610
Coordinator	9,765	12,550
Chief Clinic Worker	9,439	12,350
Chief Mental Examiner	9,439	12,350
Department Head	9,439	12,350
Principal: Elem., Spec. Ed., & Trade	12,580	15,485
Secondary	13,839	16,743
Psychologist - Dept. Head	9,439	12,350
Specialist, Day Sch. for the Deaf	9,439	12,350

	Minimum	Maximum
Supervisor	\$11,501	\$14,405
School Social Worker-Dept. Head	9,439	12,350
Reading Diagnostician	9,439	12,350
Social Therapist	9,439	12,350

2. Schedule 4-12 month personnel

Administrative Asst.	12,393	15,845
Asst. Principal, Bldg., Trades	11,665	14,798
Asst. Director	13,844	17,291
Curriculum Coordinator	13,844	17,291
Director	15,444	18,891
Director, Communications	15,444	18,891
Divisional Director	16,546	19,993
Head Apprentice Teacher	10,513	13,961
Intervultural Coordinator	13,844	17,291
Jr. Adm. Asst.	11,349	14,796
Language Development Spec.	11,676	15,123
Parent Educ. Specialist	10,090	13,277
Personal Counselor	12,398	15,845
Personnel Asst.	11,741	15,188
Principal, Bldg. Trades	14,023	17,145
Radio Asst.	10,638	14,085
Research Asst.	11,741	15,188
Research Associate	12,398	15,845
Research Coordinator	10,090	13,277
Tech. Administrative Asst.		
Less than M.A.	7,605	12,335
M.A.	7,996	12,695

C. Adjustments

During the term of this agreement, the parties shall continue to seek the most equitable basis for determining the salary of administrators and supervisors in the Detroit Public Schools in order to correct and to avoid any inequities resulting from differences in relative responsibilities created by school enrollment and other significant factors. For the 1967/68 school year only the adjustments set forth in the provisions below shall be in effect:

1. Each of the principals of the twenty-six (26) elementary schools set forth below shall, for salary purposes only during the 1967/68 school year, be considered a secondary school principal. The elementary schools involved are:

1. St. Clair, St. Clair Annex, Krolik,
2. Fitzgerald
3. Keidan, Keidan Annex
4. Keating
5. Lillibridge, Tendler
6. Davison, Jacoby Sp.
7. Edmonson

8. Carstens
9. Courville
10. Herman
11. Pattengill
12. Guest, King
13. Roosevelt
14. Field, Field Annex
15. Wingert, Biddle
16. Custer
17. A. L. Holmes
18. Duffield, Duffield Sp., Chrysler
19. Scripps, Scripps Annex
20. Jones
21. Courtis
22. Ellis, Sill, Ellis Sp.
23. Cooper
24. Coolidge, Marsh
25. Greenfield Park
26. White, White Sp.

2. Each of the assistant principals of schools* numbered 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 16, 17, 20, 23, and 25, referred to in paragraph C 1 above, shall, for salary purposes only during the 1967/68 school year, be considered a secondary school assistant principal.

* (main facility only)

3. Each of the principals and assistant principals of the twenty-six (26) junior high schools set forth below shall, for salary purposes only during the 1967/68 school year, be considered an elementary school principal or assistant principal respectively.

1. Arthur; 2. Brooks; 3. McMillan; 4. Mettetal;
5. Coffey; 6. Sherrard; 7. Grant; 8. Greusel;
9. Cadillac; 10. Munger; 11. Richard; 12. Ford;
13. Burbank; 14. Knudsen; 15. Winterhalter;
16. Cooke; 17. Pelham; 18. Hunter; 19. Von Steuben;
20. Burt; 21. Vetal; 22. Lessenger; 23. Columbus;
24. Winship; 25. Taft; 26. Beaubien.

4. The provision of paragraph C 3 above shall not apply to any principal or assistant principal currently assigned to the junior high schools referred to therein unless and until said principal or assistant principal is offered and refuses assignment to a school that would entitle him to secondary school pay.

5. Nothing contained in the above provisions is intended to restrict present Board policy with respect to the assignment or re-assignment of principals or assistant principals. In the event a principal or assistant principal, affected by the provisions of paragraphs C 1 or C 2 above, is transferred (during the 1967/68 school year), at the direction of the Board, he shall not

suffer any reduction in pay until the provisions of paragraph C 4 have been satisfied.

The elementary schools listed above are the twenty-six largest enrollment elementary schools, and the junior high schools listed above are the twenty-six lowest enrollment junior high schools as of September 29, 1967 membership reports. The enrollment was computed by giving credit for actual enrollment plus double credit for the enrollment of special classes plus one and a half credit for the enrollment in extra buildings administered by the same principal.

D. Evening and Summer School Principals

1. Effective for the period beginning January 3, 1967 and ending June 24, 1967, Evening School Principals shall be entitled to the rate set forth below:

Class D School	-	\$27.25 per night
Class C School	-	\$29.25 per night
Class B School	-	\$31.25 per night
Class A School	-	\$33.25 per night

2. Effective September 18, 1967, Evening School Principals shall receive the rate set forth below:

Class D School	-	\$29.00 per evening
Class C School	-	\$31.00 per evening
Class B School	-	\$33.00 per evening
Class A School	-	\$35.00 per evening

3. Effective June 26, 1967, Summer School Principals shall receive the rate set forth below:

Class D School	-	\$31.50 per day
Class C School.	-	\$35.50 per day
Class B School	-	\$39.50 per day
Class A School	-	\$43.50 per day

4. Retroactive pay referred to in paragraph D 1, D 2 and D 3 above, shall be paid in one separate check, as soon as possible.

E. Advance Preparation

1. Additional payment for advance preparation beyond the master's degree shall be made in bi-weekly payments over a two year period; the first part being paid the first year and the second part the second year, payment shall commence with the payroll service period following the filing of evidence of successful completion of the required hours and approval of said hours by the Office of Personnel. It shall not be necessary for the administrator to be at maximum salary in his present classification to so qualify.
2. The provision of paragraph E 1 above shall apply only to those administrators who qualify for advance preparation payment after

September 18, 1967. However, the parties shall continue negotiations for the purpose of determining any adjustments that might be warranted for administrators who are presently receiving advance preparation but who have not received the second increment for M.A. plus 30 hours and, if agreement is reached, shall become a supplement hereto.

G. Study Committees

1. A joint committee of representatives of the parties shall conduct a complete review of the administrative functions of principals involved in full great cities programs and extended school programs for the purpose of improving said administrative functions wherever possible and for the purpose of providing additional compensation wherever warranted. The committee shall issue its report by February 1, 1968.
2. A joint committee of representatives of the parties shall review the relationship of the salary of twelve month employees to the salary of ten months employees on a thirty-nine week basis.

IV. HOURS OF WORK

In order to attain ultimate efficiency in the operation of the public schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrative and supervisory personnel to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule may, at times, involve work in and out of the school building and at times, frequently outside the regular school day. The professional discretion of good administrators and supervisors in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with the school program and the aims aforesaid. It is understood that this clause does not preclude the setting of hours by the Board or the Superintendent when necessary, and is not intended to supersede the requirements of any leave policy.

V. OTHER BENEFITS

A. General

Administrators shall receive the benefits set forth below and in addition shall continue to receive those benefits that are generally applicable and presently received by all personnel employed by the Board.

B. Fortieth Week 1966-67

A 40 week administrator employed for the full school year 1966/67 shall be credited with an additional day's pay based upon his 1966/67 salary for each day actually worked during the 40th week of the 1966/67 school year. The funds to be credited shall be payable without interest to such administrator in a lump sum upon separation from the system.

C. Leave Policy

1. Personal Business Leave Days

- a. The present provisions allowing five days per year for specified non-illness emergency absence shall continue in effect, along with the policy permitting one of these five days to be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day.
- b. For leave in case of death, "immediate family" shall also include father-in-law and mother-in-law.
- c. An administrator may be granted up to five service leave days within a seven calendar day period for his own wedding. This entitlement shall include the wedding day and days subsequent.

2. Sick Leave

- a. Sick leave shall accumulate in a single bank at the rate of fifteen (15) days per year with a limit of 200 days.
- b. An administrator who has exhausted his sick bank may in case of extended illness borrow up to ten (10) days against future sick leave. These days will be deducted at the beginning of the following school year. Any administrator who terminates his employment shall repay the school system the amount owed for sick leave days advanced under this policy.
- c. Administrator absences resulting from school-related assault shall not be chargeable against sick leave although the administrator's regular gross earnings shall be maintained. The Board may equitably extend the technical definition of assault in appropriate cases.
- d. The sick leave bank of administrators employed in schools shall not be charged for necessary absences of up to five days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.

3. Sabbatical Leave

- a. An administrator may apply for a year of Sabbatical Leave after seven years of continuous or ten years of non-continuous service, three years of which shall immediately precede his application.

- b. An administrator or supervisor who is otherwise eligible may move directly from professional leave status to sabbatical leave status.

4. Other Leaves

- a. Request for approved absence without pay for reason of personal business shall not require detailed information as to reason for request. Such information is to be entirely voluntary.
- b. An administrator who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching.
- c. An administrator who is granted Professional Service Leave shall be entitled to experience credit.

D. Insurance

1. Compensable Injuries

In case of a compensable injury, an employee may receive free medical, surgical and/or hospital care at any one of the officially designated hospitals.

2. Group Hospital-Medical-Surgical Insurance Group Major Medical Insurance

- a. Hospital-medical-surgical insurance: fully subsidized for employees, partially subsidized for dependents. Board subsidy is as follows: Employee only - \$110.52; employee and one family dependent - \$189.00; employee and full family - \$197.76.
- b. Major-medical insurance: Connected with medical-surgical plan above, provisions optional with employees, not subsidized.
- c. Insurance Improvement -- Provident's Hospital-Medical-Surgical Insurance benefits will be improved by (1) an increase in ward and semi-private room and board allowances from \$27.00 and \$30.00 respectively to \$30.00 and \$33.00 respectively, effective October 6, 1967, and (2) full payment of cost for confinement in an intensive care unit, effective October 6, 1966 at no increase in subsidy by the Board of premium by the insured employee. The disability premium provision under the Michigan Life Insurance policy which previously was not available after age 60 shall now be available to age 70 (or the mandatory retirement date in the event it extends beyond the 70th birthday.)

This provision does not apply to supplemental life insurance.

- d. Community Health Association (CHA) Option -- An administrator may elect to apply his Hospital-Medical-Surgical insurance subsidy to coverage under the Community Health Association (CHA). Any additional cost for this coverage will be borne by the administrator.

3. Life Insurance

- a. The Board underwrites the cost of a group life insurance policy for all of its appointed employees. The policy provides the payment of \$1,000 if the employee should die while in the active service of the Board and \$350 for employees who have retired from active service after January 1, 1956.
- b. The Board contributes approximately 10% of the cost of supplementary Group Life Insurance.

E. Property

Care of School Property

Administrators will be expected to provide normal care of instructional school equipment. However, they shall not be required to do major repair or replacement work on equipment or property.

Person Property Loss

A fund in the amount of \$2,000 shall be established from which individual administrators may be reimbursed for approved claims in an amount not to exceed \$100 for personal property loss due to theft, burning or for willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the administrator or supervisor but shall not include cash. A joint committee shall be selected by the parties to administer this fund. All claims shall be submitted promptly and shall be considered by the committee at the close of the school year. The committee shall determine the amount to be paid on each claim. In making its determination, the committee may consider the extent to which the claimant has been reimbursed for said loss.

Duration:

The agreements set forth above shall continue in effect through June 30, 1968. Other "matters of mutual concern" shall be set forth in a separate document as agreed upon by the parties. All bargainable issues not resolved in this agreement (such as the matter of work during a period following the regular school year, etc.) shall be the subject of negotiations for future contracts.

For the Board of Education
of the City of Detroit

By S/ Gladys F. Canty
Its President

By S/ Harold R. Brown
Its Secretary

S/ Aubrey V. McCutcheon

For the Organization of School
Administrators and Supervisors

S/ Freeman Flynn

S/ William Koloff

S/ Roy Heeren

S/ Lester H. London

S/ Charles P. Overton

S/ Robert R. Luby

S/ John H. Strandberg

S/ Celia M. Stern

S/ Delores Minor

S/ Caroline E. Clayton

S/ Leo Berg

S/ Martin Kalish

S/ Robert J. Brownell

CONSTITUTION AND BY-LAWS OF THE ORGANIZATION
OF SCHOOL ADMINISTRATORS AND SUPERVISORS

PREAMBLE

The members of this organization by conviction, professional preparation and experience are committed to the importance of man. This commitment is based upon certain beliefs that we, in common, hold to be true. First among these is a belief in the dignity and worth of every individual. We believe, too, that each person is entitled to a public education that will enable him to realize his maximum human potential. A third belief is that a rational method exists by which problems that impede the process of education may be solved.

ARTICLE - NAME

The name of this organization shall be the Organization of School Administrators and Supervisors (OSAS) of the public school district of Detroit, Michigan.

ARTICLE II - PURPOSES

The purpose of the Organization of School Administrators and Supervisors is to improve education by strengthening the leadership role and raising the status of school administrators and supervisors in the organization by:

1. Acting as sole collective bargaining agent for administrators and supervisors represented by this organization.
2. Reviewing with the superintendent present policies and procedures and achieving a voice in the establishment of new policies and procedures affecting administrators and supervisors.
3. Representing administrators and supervisors in matters pertaining to salary and working conditions.
4. Improving communications and working relationships with the Board of Education, the superintendent, other board of education, employee groups, representative citizens' groups, the public at large and the individuals represented by OSAS.

ARTICLE III - MEMBERSHIP

Membership shall include Detroit Board of Education employees as defined by the following categories:

1. Administrators (principal and assistant principal)
2. Department heads
3. Central staff personnel

- a. This category includes administrators, supervisors and all other Detroit public school employees not covered in categories one or two who are classified as certified instructional personnel not represented by another bargaining agent. The executive board on Thursday, September 19, 1968, by unanimous vote moved to delete, "who are classified as certified instructional personnel."
- b. The membership year is to include the period from July 1 through June 30 of the following year.

ARTICLE IV - EXECUTIVE BOARD AND OFFICERS

Section 1

There shall be a representative body with governing and/or decision making powers to be known as the Executive Board. Each member of the executive board shall have one vote. The executive board shall consist of members elected on a proportional basis from the main categories of the membership as defined in Article III, Membership.

- a. The proportional basis shall be 1 executive board member per 100 members or major fraction thereof for each category. In no case shall a category be represented by less than 1 executive board member.
- b. The determination of the category to which each member is assigned will be based upon the position or classification designated on the Board of Education Form 4301 (Notice and Record of Personnel Action) as certified on the membership application. This designation shall be effective upon receipt of the membership application and dues and shall remain as the designation until the end of the membership year.
- c. The membership chairman, as of March 1 of each year, shall determine and certify the membership in each category for the purpose of information for the nominating committees, through the treasurer, as to the number of executive board members to be elected for the ensuing year.

Section 2

Each executive board member and each elected officer shall serve a one year term with the privilege of re-election or until a successor is installed. No executive board member or elected officer shall serve more than three consecutive years in that office. Each appointed officer shall serve at the will of the executive board. The term of office for executive board members and elected officers shall be from July 1 to June 30 of the following year.

Section 3

The officers of this organization shall be

1. President
2. Vice-President
3. Secretary
4. Treasurer

No officer shall be a member of the executive board at the same time.

Section 4

- a. The President and the vice president are elected from the membership at large. The office presiding at meetings of the executive board shall have a vote on the executive board only in case of a tie.
- b. The secretary and treasurer will be appointed by the executive board.
- c. No officer other than the one presiding will have a vote on the executive board.

ARTICLE V - NOMINATION PROCEDURES

Section 1

The election committee shall be composed of one member representing each category as determined by the president with the approval of the executive board. The committee performs the duties designated by the executive board.

Section 2

Nominations for the offices of president, vice president and executive board members may be made to the election committee by the category committees described below or from the floor at the March membership meeting as described in "c" below.

- a. Category committees on nominations shall be appointed by the president. The committees shall consist of three members of each category. Each committee shall nominate twice the number of candidates as there are vacancies in that category on the executive board.
- b. The category committees shall meet jointly to nominate two candidates for each of the offices of president and vice president.
- c. Nominations from the floor shall be written nomination and shall meet the following requirements.
 1. Floor nominations for president and vice president shall have the signatures of the nominator and other members in good standing to validate the nomination. (Good standing shall be certified by the membership chairman).

2. Floor nominations for executive board members may be made and validated only by members in good standing of the same category. The signatures of the nominator and other members in good standing, of the same category, shall be required to validate the nomination. (Good standing and category shall be certified by the membership chairman).
3. All floor nominations must have an attached signed statement from the nominee accepting the nomination.

Section 3

In the event more than two candidates are nominated for any of the above listed offices, or more than twice the number of candidates are nominated for the executive board, as eligible under Article IV - Elective Officers, Section 1, a primary election shall be held for that office or within that category for executive board members not later than during the month of April to determine the two candidates designated as nominees for that office or the candidates designated as nominees for the executive board. The two candidates receiving the highest number of votes for an office shall be designated as the nominees and twice the number of candidates receiving the highest number of votes as the number eligible for each category shall be designated as the nominees for the executive board.

Section 4

Each nominee must be notified by the election committee to file a written acceptance of the nomination.

ARTICLE VI - ELECTION PROCEDURES

Section 1

The election committee supervises all elections as follows:

- a. Secret ballots and information about candidates shall be provided through procedures approved by the executive board.
- b. Candidates for office shall be notified of the date and place of the counting of ballots. Each candidate, or his representative may be present.
- c. The privilege of voting or of holding office is extended only to members.
- d. The election committee will procure from the treasurer the membership data needed to establish the proportional ratio by categories. This is to be done one month prior to the deadline for nominations.

Section 2

The candidates for president and vice president, designated as nominees for their respective offices as outlined in Article IV, Section 4, shall

be elected by secret ballot not later than the month of May.

- a. Election of candidates to the above listed offices shall coincide with election held for executive board members not later than the month of May.
- b. Names of members designated as nominees for the above listed offices cannot appear as candidates for the executive board at the same election.
- c. In the event of an untimely removal of one of the candidates designated as a nominee for a particular office, the candidate receiving the next highest number of votes shall be designated as a nominee for that office.

Section 3

Executive board members and elective officers shall be elected by majority vote of the membership at large casting ballots, not later than during the month of May. Each member shall be entitled to vote for the number of candidates as specified in Article IV, Section 1 and 4a.

Section 4

Officers and executive board members shall be declared elected to take office upon certification by the election committee not later than one week after the election. Installation of new officers shall take place not later than one month after having been declared elected by the election committee.

Section 5

1. Vacancies

- a. A vacancy in the office of the President shall be filled by vice president who becomes president until the next regular election.
- b. A vacancy in the office of vice president, secretary or treasurer shall be filled by the executive board.
- c. A vacancy in the executive board shall be filled by the person receiving the next highest number of votes (to the elected members) in the category of the vacancy in the last previous final election. In event that the list of candidates is exhausted, the executive board shall appoint a replacement, of the same category, from the current membership list to fill the unexpired term.

Section 6

Procedures for all elections shall be approved by the executive board.

All candidates for office must have equal opportunity, including a membership mailing at the candidates' expense, for presenting campaign information to the membership. In addition, the election committee shall be responsible for receiving and distributing biographical information on such candidates. It shall be the candidate's responsibility to submit such information to the election committee.

ARTICLE VII - DUTIES OF THE EXECUTIVE BOARD

Section 1

The executive board shall initiate policy, create committees and delegate duties, authorize expenditures and appropriations, provide and be responsible for an election committee which shall follow recognized democratic practices, recommend dues and application fees, pass upon committee recommendations and otherwise administer affairs of the OSAS subject to the will of the membership. It may also hire such employees and/or services as it deems necessary, including an executive secretary. The duties of such employees shall be clearly defined by the executive board.

The executive board may provide for the bonding of employees or officers. The executive board shall appoint three persons, any two of whose signatures shall be necessary to validate checks.

Section 2

Members of the executive board shall use the name and/or stationery of the Organization of Administrators and Supervisors only for authorized business of the organization.

ARTICLE VIII - DUTIES OF OFFICERS

Section 1

The president shall preside at meetings of the executive board and at general membership meetings. The president shall be responsible for the appointment of the chairman and members of each committee and be the ex-officio member of such committees. He shall be the official spokesman of OSAS or shall delegate this responsibility. He shall take action as directed by the executive board and/or the general membership.

Section 2

The vice president shall perform all the duties of the president in his absence and shall perform those delegated to him by the president.

The president or the vice president in his absence, shall have a vote on the executive board only in case of a tie.

Section 3

The secretary shall keep minutes of the proceedings of the executive board and of general membership meetings and shall keep these on file.

Such minutes shall be available to the general membership upon request. The secretary will perform other duties directed by the president or the executive board.

Section 4

The treasurer shall keep financial records as directed by the president or the executive board. He shall maintain a record of the membership by categories. He shall pay all bills authorized by the executive board. He shall deposit and account for all funds paid to the organization.

ARTICLE IX - COMMITTEES

Section 1

The OSAS shall have such standing committees as are necessary to carry on the work.

Section 2

Special Ad Hoc committees as established by the executive board as the occasion demands shall consist of as many members as are deemed necessary.

ARTICLE X - INSURANCE

Section 1

The OSAS may provide insurance service for its members at the discretion of the executive board, and may establish from among insured members an insurance committee which shall be responsible for the efficient functioning of this service.

ARTICLE XI - MEETINGS

Section 1

Meetings of the executive board shall be held at least monthly through the school year.

Section 2

There shall be at least three general membership meetings per school year. General membership meetings, other than emergency meetings, shall be preceded by two weeks notice to the membership.

Section 3

Emergency meetings of the executive board or of the general membership may be called by the president or by the executive board. Emergency meetings of either group may be called by 10% of the membership of any category represented by the OSAS by written requests to be made to the president at least one month before the date of such meetings.

ARTICLE XII - DUES

Section 1

The executive board will determine the financial needs of the organization and decide on the annual membership dues.

ARTICLE XIII - AMENDMENTS

Section 1

As amendment to this constitution may be introduced at any regular meeting of the executive board to be acted upon at a subsequent regular meeting, but not later than two subsequent regular meetings. A copy of the proposed amendment together with the recommendations of the executive board shall be sent to each member of the organization at least three weeks prior to the date of the meeting at which it is to be voted upon. A two-thirds majority of those voting at a general meeting is required to adopt the proposed amendment.

Section 2

By-laws are presently incorporated in this constitution.

ARTICLE XIV - QUORUM

Section 1

A quorum for all general membership meetings shall consist of those present.

Section 2

A quorum for meetings of the executive board shall consist of a simple majority of the members.

Section 3

A quorum for committee meetings shall consist of a simple majority of the members.

ARTICLE XI - GOOD AND WELFARE

Section 1

A Sergeant-at-Arms shall be appointed by the presiding officer of the general meeting. His duty shall be to assist in the orderly conduct of the meetings.

Section 2

Membership lists shall be used only as permitted by the executive board.

Section 3

There shall be kept on file, accessible to members, all minutes, committee reports, legal papers, election procedures and copies of the constitution at a place designated by the executive board.

Section 4

The presentation of the agenda shall be the first order of business at each regular business meeting.

ARTICLE XVI - RULES OF ORDER

Robert's Rules of Order shall be the authority on all questions of procedure not specifically stated in this constitution.

LIST AND DURATION OF THE AGREEMENTS BETWEEN THE BOARD OF
EDUCATION OF THE CITY OF DETROIT AND THE ORGANIZATION
OF SCHOOL ADMINISTRATORS AND SUPERVISORS

1. "Interim Agreement": January 25, 1967 - November 2, 1967
2. First Agreement: November 3, 1967 - June 30, 1968
3. Second Agreement: July 1, 1968 - March 31, 1970
4. Third Agreement: April 1, 1970 - July 1, 1973
5. Fourth Agreement: July 1, 1973 - June 30, 1975
6. Fifth Agreement: July 1, 1975 - June 30, 1976
7. Sixth Agreement: July 1, 1976 - June 30, 1978
8. Seventh Agreement: July 1, 1978 - June 30, 1980
9. Eighth Agreement: July 1, 1980 - June 30, 1983

LIST OF INTERVIEWED SUBJECTS AND THEIR POSITIONS

VIS-A-VIS THE DETROIT SCHOOL SYSTEM

Anderson, Gordon : Attorney for the Labor Affairs Department, Detroit Public Schools.

Baker, Robert : President, OSAS, July 1, 1975 to June 30, 1979; retired from service with the Detroit Public Schools after 31 years; was an administrator for the System since 1962.

Blackmon, Mary : Board of Education Member, Detroit Public Schools, since 1978.

DeSantis, Frank : Formerly Assistant Superintendent of Detroit Public Schools; resigned from the Detroit Public Schools and became Superintendent of the Catholic Schools of the Diocese of Detroit.

Dupuis, Robert : Executive Board Member, OSAS, 1981, President of the Elementary Principals' Association; Principal, Fleming School; has 31 years of service with the Detroit Public Schools, and 14 years of experience as an administrator.

Ernst Bessie : Assistant Director, Labor Affairs, Detroit Public Schools, has worked with the system for 29 years.

Flynn, Freeman, Dr. : Co-founder of OSAS; First President of OSAS, January 24, 1967 to June 30, 1968; currently Divisional Director, Detroit Public Schools, since 1968; Interim President of the two associations of DFAS and SAC prior to the time of their amalgamation into OSAS in 1966.

Gilmer, Eugene : Divisional Director of Personnel, Detroit Public Schools, has worked 29 years with the school system, and has risen to his position from the ranks.

Gordon, Aaron, Dr. : President, OSAS, since July 1, 1979; Chief Negotiator for OSAS since 1979; Vice President, AFSA, AFL-CIO, since 1979; President, Michigan State Council of AFSA Loclas, AFL-CIO, since 1979.

Holland, Lois, Dr. : Administrative Assistant, Detroit Public Schools Center, Executive Board Member, OSAS, since 1977; has served the school system for 27 years.

Jones, Walter, Jr. : Department Head, Coffey Middle School, since 1971, Executive Board Member, OSAS, since 1977.

- Kalish, Martin : Founder of OSAS; President, OSAS, July 1968-June 30, 1975; Executive Vice President, AFSA, AFL-CIO, since 1981; Ex-Officio Michigan State Council, since 1979; worked with the Detroit school system from 1940-1975; formerly Vice President of the Detroit Federation of Teachers.
- Kennedy, Carolyn : Board of Education Member, Detroit Public Schools, since 1973.
- Koloff, William : Assistant Principal, Breithaupt Vocational-Technical Center; Vice President, OSAS, 1970-1973; simultaneously Chief Negotiator, OSAS; formerly Vice President of the Detroit Federation of Teachers.
- Malaga, Aileen : Executive Secretary, OSAS, since 1968; has worked with the Detroit school system since 1968. Executive Secretary, Michigan State Council since 1979.
- Messana, Philip : Department Head Law Middle School, Executive Board Member, OSAS.
- Minkwic, Leonard : Vice President, OSAS, since 1977; formerly Regional Key Person for the years 1973-1977; has worked with the Detroit Public Schools for 29 years.
- Murray, Ida : Board of Education Member, Detroit Public Schools, since 1971.
- O'Neill, Gerald : Board of Education Member, Detroit Public Schools, since 1971.
- Rutherford, Clara : Board of Education Member, Detroit Public Schools, since 1972.
- Saunders, William : Assistant Principal, McDowell Jr. High School; Treasurer, OSAS, 1968-1970; one of the writers of the OSAS Constitution.
- Thomas, Lenora : Director, Labor Affairs, Detroit Public Schools, since 1977.
- Wordlaw, Isaac : Principal, South Eastern High School; Executive Board Member, OSAS, since 1975.
- Yoskovich, John : Principal, Murphy Middle School, has worked with the Detroit Public Schools since 1958.

APPROVAL SHEET

The dissertation submitted by KENNETH F. MISQUITTA, S.J.
has been read and approved by the following committee:

Dr. Max A. Bailey, Director
Associate Professor, Administration and Supervision, Loyola

Dr. Philip M. Carlin
Chairman and Associate Professor, Administration and
Supervision, Loyola

Dr. Melvin P. Heller
Professor, Administration and Supervision, Loyola

The final copies have been examined by the director of the dissertation
and the signature which appears below verifies the fact that any
necessary changes have been incorporated and that the dissertation is
now given final approval by the committee with reference to content and
form.

The dissertation is therefore accepted in partial fulfillment of the
requirements for the degree of Doctor of Philosophy.

March 30, 1983
Date

Max A. Bailey
Director's Signature