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A Study of Administrative Decisions Made in Response to Problems Governed by the Negotiated Teacher Contract

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A STUDY OF ADMINISTRATIVE DECISIONS MADE
IN RESPONSE TO PROBLEMS GOVERNED BY
THE NEGOTIATED TEACHER CONTRACT

by

Ronald J. O'Brien

A Dissertation Submitted to the Faculty of the Graduate
School of Loyola University of Chicago
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for the Degree of
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A STUDY OF ADMINISTRATIVE DECISIONS
MADE IN RESPONSE TO PROBLEMS
GOVERNED BY THE NEGOTIATED TEACHER CONTRACT

The purpose of this study was to analyze variations in administrators' responses to hypothetical problem situations that relate directly to their knowledge of the negotiated teacher contract. Responses came from high school administrators and department chairpersons who work at four different school sites within the same district. All of the respondents were subject to identical teacher contract language, administrative regulations, board of education policy and state school code.

For the purpose of this study, investigation was limited to three contract areas determined to be those most often dealt with by the building level administrators in the district. The three contract areas were:

1. Working Conditions
2. Leaves
3. Evaluations

More specifically, this study:

1. Compared the responses to hypothetical contract related problems of building level administrators and those of administrators in the central office who are specifically charged with district-wide management of the professional agreement;

2. Analyzed the variation in responses to contract related problems as they related to the separate work sites of the administrators;
3. Determined whether or not the contract management decisions were associated with the personal/professional attributes of age, sex, position, training or length of administrative experience;
4. Determined whether or not there was a contract area which elicited greater inconsistency of responses.

A set of fifteen vignettes were developed which depicted typical problems related to the contract areas of Leaves, Evaluations and Working Conditions. The respondents were asked to choose one of four fixed-alternative solutions, one of which was selected as the most appropriate by central office personnel. The answers were tallied and analyzed.

Significant differences in the number of correct responses chosen were found when comparing answers of:

- 1) the central office personnel and school site administrators;
- 2) building administrators and department administrators (building administrators' answers were more consistent with those of the central office);

- 3) age groups (administrators in the age categories 36-45 and 56-65 more often chose the correct responses); and
- 4) all school site administrators in the three contract areas of Leaves, Evaluations and Working Conditions (administrators agreed most often with the central office when solving problems relating to Working Conditions).

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VITA

The author, Ronald James O'Brien, is the son of Clement J. and Rita (Morrow) O'Brien. He was born February 22, 1938, in Mt. Pleasant, Michigan.

His formal education was obtained in Monmouth, Illinois at Immaculate Conception Grade School and Monmouth High School. In June, 1960, he received the degree of Bachelor of Arts from Monmouth College. In that same year he began a teaching assistantship at South Dakota State University, where he received the degree of Master of Science in physical education in 1961. Further professional study was completed at the University of Wisconsin at Milwaukee and the University of Illinois at Champaign.

He began his teaching career in 1961 and spent fourteen years as a classroom teacher and coach before assuming administrative duties, first in the area of student services and later in curriculum and instruction.

Other professional experiences include: membership in Phi Delta Kappa; the Association for Supervision and Development; and the Illinois Principals' Association.

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CHAPTER I

INTRODUCTION

In 1944, in Cicero, Illinois, the first teachers' contract was signed.¹ By 1975, procedures for negotiation between teacher organizations and school boards had been legislated in thirty states, and hundreds of local school districts had adopted agreements with teachers' organizations. The existence of certain economic and social factors necessitates procedures for the resolution of conflicts between boards of education and teachers. The following factors indicate that collective bargaining legislation will continue to grow:

1. the issue of professional versus employee status for workers in the public domain;
2. the increasing impatience with low salaries in an inflationary economy;
3. the emergence of a new and positive status for public employees;
4. the pressures of teaching;

¹Susan Moore Johnson, Teacher Unions in Schools (Philadelphia: Temple University Press, 1983), p.3.

5. the increased educational level of the teaching pool; and
6. the crusade for human and civil rights initiated in the 1960's.²

By 1977 in Illinois "43 per cent of the school boards had signed formal collective bargaining agreements,"³ and in 1984 the Illinois legislature enacted house bill 1530 which established: the right of educational employees to organize and bargain collectively; a definition of unfair labor practices and a process for their resolution; and the Illinois Educational Labor Relations Board to administer the Act.

Once a collectively negotiated agreement is approved by the teachers and the board of education, it becomes the task of the principals and their designees to administer it at the building level. If the contract is highly specific, "the principal encounters two major personal-professional problems. These relate to: responsibility for teachers and

²Bruce Edward Orenstein, "A Study of the Extent of Knowledge of the Negotiated Teacher Contract on the Part of School Building Supervisors and Union Chapter Chairpersons," (Ed.D. Dissertation, St. John's University, 1981), P. 2.

³Max A. Bailey and Ronald R. Booth, Collective Bargaining and the School Board Member, (Springfield: Illinois Association of School Boards, 1978), P. 1.

their activities and responsibility to the board of education and the central administration."⁴

As teachers' union representatives "demand more language specific prescriptions, the teachers' professional prerogatives as well as the principal's leadership alternatives are constrained by contract provisions."⁵

According to Johnson, various authors have concluded that collective bargaining, by its very nature, enhances the rights of teachers, limits management alternatives and requires centralized contract negotiation and administration. It remains, however, that implementation of the contract, at the building level, becomes the responsibility of the principal, assistant principals and others designated as managers for the board of education.⁶

It has been argued that the greatest loss of management rights occurs through poor contract administration, not at the negotiating table.⁷ Blevins supported this position by suggesting that contract administrators often overlook

⁴Paul Ford, "The Principal - Contract Administrator and Instructional Leader," NASSP Bulletin (February 1980): 40-41.

⁵Ibid., p.37

⁶Johnson, Teacher Unions in Schools, p.4.

⁷Larry Janes and Ned B. Lovell, "A Systematic Labor-Relations Model: Returning the Principal to the Driver's Seat," NASSP Bulletin (February, 1982):77.

the costs of exercising neither contractual prerogatives nor liberal interpretation of contract clauses. First-line supervisors are "the key to administering the contract so that it is supportive of productivity and cost objectives."⁸

Administrators are placed in, what may be perceived by some to be, unenviable positions as enforcers of the contract. In the management of a contract it becomes very easy to let an adversarial atmosphere permeate the relationship between principals and teachers. However, through the signatory process, both management and employees accept and commit themselves to the contract. The law obliges fair contract administration, and sound business practice requires managers to look upon employees as valuable resources.⁹

Collective bargaining has made the role of the principal more important and the work more difficult. The principal and designees are charged with making the contract work at the school site. As Johnson points out; "It is by no means a routine administrative task. It requires:

- 1) an understanding of teachers' priorities;
- 2) a familiarity with contract language;
- 3) a judgment about school wide needs;

⁸Ronald L. Blevins, "Maximizing Company Rights Under the Contract," Personnel Administrator 29 (June 1984):75.

⁹Ibid., p.77.

- 4) a capacity to both compromise and get things done."¹⁰

The principal cannot rely solely on positional authority. Thus the elements of sound employee relations are "just as important, if not more so, in a union environment as in a non union one."¹¹

With this in mind, it is important to investigate contract administrators' knowledge of the negotiated teacher contract and responses to problems that are directly related to the contract. The central task of administration is problem solving, and the crucial test of effectiveness is whether the administrator can identify and come to grips with the main issues involved.¹²

Statement of the Problem

Labor practices vary from school site to site within any one school district. In one school, the union is active, the contract is prominent, and the administration - teacher relationship is formalized. In another school within the same district, teachers and administrators maintain

¹⁰Johnson, Teacher Unions In Schools, p.173.

¹¹Blevins, "Maximizing Company Rights Under the Contract," p.77.

¹²Richard A. Gorton, Conflict, Controversy and Crisis in School Administration and Supervision: Issues, Cases and Concepts for the 70's, (Dubuque: Brown, 1972), p.9.

collegial relationships, minimize the role of the contract, and resolve problems informally. Johnson also reported that few contract provisions are fully implemented in all the schools of any district and that most provisions are subjected to interpretation, at the school site.¹³

The problem to be investigated in this study was the consistency of contract management decisions within a single school district which has multiple building sites.

Purpose of the Study

The purpose of this study was to analyze variations in administrator responses to hypothetical problem situations that relate directly to their knowledge of the negotiated teacher contract. Responses came from high school administrators and department chairpersons who work at four different school sites within the same district. All of the respondents were subject to identical teacher contract language, administrative regulations, board of education policy and state school code.

For the purposes of this study, investigation was limited to three contract areas, determined by the district superintendent to be those most often dealt with by the

¹³ Johnson, Teacher Unions In Schools, p. 165

building level administrators in High School District #87, Glen Ellyn, Illinois. The three contract areas were:

1. Working conditions
2. Leaves
3. Evaluations

More specifically, this study:

1. Compared the responses to hypothetical contract related problems of building level administrators to those of administrators in the central office who are specifically charged with district-wide administration of the professional agreement between the Board of Education, District 87, Glen Ellyn, Illinois, and the Glenbard Education Association.
2. Analyzed the variation in responses to contract related problems as determined by work site.
3. Determined whether the contract management decisions made in response to the problems presented were associated with the personal/professional attributes of age, sex, position (building or departmental administrator), training and length of administrative experience.
4. Determined whether there was a contract area which elicited greater inconsistency in

responses chosen.

Research Questions

The following research questions were posed regarding responses to hypothetical problems relating to the negotiated teacher contract:

- 1) How do school site administrators respond to contract administration problems differently than the central office personnel who are responsible for district-wide contract administration?
- 2) Is there a difference in the responses of administrators when grouped work site?
- 3) What is the extent of variation in the responses between building administrators and department administrators?
- 4) What is the variation in responses among administrators with:
 - a. different lengths of experience
 - b. different sexes
 - c. different ages
 - d. different academic backgrounds.
- 5) What is the extent of variation in the responses of administrators in the contract areas under investigation (leaves evaluations and working conditions)?

Definition of Terms

1. Building Administrator

The term building administrator includes the following positions: principals, assistant principals, and deans. In each of these positions the administrator was assigned full time to administrative and supervisory functions, they had no teaching assignments.

2. Department Administrator

The term department administrator or department chairperson included those persons assigned to supervisory duties within a specific department (ie. Math, English, Social Science). They were also assigned teaching duties which accounted for twenty to eighty percent of their daily schedule.

3. Collective Bargaining

In this study, collective bargaining was defined as the negotiation and administration of a written agreement between the school district as employer and an organization representing the employees.¹⁴

4. Extensive Experience

In this study, a tenure of ten or more years in an administrative position was considered as extensive.

5. Moderate Experience

In this study, a tenure of four to nine years in an administrative position was considered as moderate.

6. Little Experience

In this study, a tenure of one to three years in an administrative position was considered as little.

7. Leaves from Work

Leaves from work were defined as those portions of the negotiated teacher contract which referred to: 1) the general responsibilities of teachers, 2) sick leave, 3) personal leave and 4) leaves of absence.

8. Teacher Evaluation

In this study, teacher evaluation was that portion of the negotiated teacher contract which referred to: 1) self evaluation, 2) supervisory evaluations and 3) the evaluation process.

9. Working Conditions

Working conditions are defined as those portions of the negotiated teacher contract which refer to: 1) vacancies, transfers and promotions, 2) responsibilities and duties of teachers and 3) work schedules and teaching assignments.

Limitations of the Study

Respondents:

The study was limited by the nature of the responding sample. The subjects in the study were comprised of the school principals, assistant principals, deans and department chairpersons in High School District 87, Glen Ellyn, Illinois. The respective groups invited to participate included four (4) principals, eleven (11) assistant principals, four (4) deans and sixty (60) department chairpersons.

Geographic Location:

The subjects participating in the study were employees from each of the four high schools operated by Glenbard Township High School District #87, Glen Ellyn, Illinois. This school district is located in the west suburban area of metropolitan Chicago, Illinois and serves a primarily upper middle class population.

During the period of this study, the school district had an enrollment of 7341 high school students in grades nine through twelve and was staffed with 469 certified teachers.

Time Frame:

The study was limited to the 1985-86 school year. Development of the instrument, checks for its validity and reliability and the collection of data took place during the same time period.

Cautions:

Caution must be exercised with respect to the application of the findings of this study to other groups involved in the administration of collectively negotiated contracts and to school districts with socio-economic populations different than School District 87, Glen Ellyn, Illinois.

Significance of the Study

Collective bargaining and the resultant contract greatly impact upon the day to day operation of the schools. It appeared appropriate to study the variance of responses made by principals and their designees to the problems encountered in the management of the negotiated agreement between the board of education and the teachers.

The principal has often been described as the prime mover in the school educational system. Supervisors control the tenor of the total teaching effort in everyday operations. Their decisions, whether right or wrong, legal or illegal, effect both individuals and the staff as a whole.¹⁵

It was determined valuable to assess the consistency of decisions made by administrators in response to problems relating to the prevailing contract, particularly in a

¹⁵Orenstein, "A Study of the Extent of Knowledge of the Negotiated Teacher Contract on the Part of School Building Supervisors and Union Chapter Chairpersons," p.19

multi-school district, where inconsistency or inappropriate decisions may lead to larger scale staff problems and grievances. The information obtained could be very useful in training administrative personnel in contract management.

Second, a comparison of administrative responses to problems associated with the contract might yield significant information regarding management of the contract at different school sites.

Third, the study may provide information regarding the extent of knowledge of the contract held by administrators.

Fourth, the study may yield information regarding contract management decisions as they relate to administrative background and experience.

Fifth, the study may identify areas of the contract that present particular difficulty in administration.

Organization of the Study

Chapter I contains an introduction, statement of the problem, purpose of the study, definition of terms, research questions, limitations of the study, and significance of the study.

Chapter II contains a review of the related literature and research.

Chapter III describes the methodology and procedures used in the study. Chapter IV contains a presentation and analysis of the data.

Chapter V. is a summary of the study, including conclusions and recommendations.

CHAPTER II

REVIEW OF LITERATURE AND RESEARCH

This chapter contains a review of the literature and research pertaining to the topic under investigation. The discussion is devoted to: background literature regarding collectively bargained contracts and the impact upon their administration; management of collectively bargained contracts; the diversity of practices in management of contracts; and administrative decision making. The chapter also contains a description of other unpublished and published studies relating to the topic.

The review of the literature revealed no study of an identical nature. There has been a great deal written regarding management in general and the concept of decision making but very little that relates directly to school administrators' decisions as governed by a negotiated teacher contract.

Raine proposed that the person charged with proper contract administration must insure that supervisors and upper levels of management know how to administer legally binding contracts. Raine suggested a minimum of four subject areas to be included in seminars used to train supervisors/administrators in order to take advantage of clauses paid for at the negotiating table: 1) the contract itself, 2) basic labor relations principles, 3) consistent

application of discipline, and 4) cost savings concepts. He also suggested that too often supervisors are burdened with concepts and theories that are not helpful to them in the real world.¹⁶

In a journal paper, Blevins suggested that those who must manage negotiated contracts often fail to receive good direction in contract administration. He maintained that senior management must communicate contract administration philosophy throughout the organization and focus training on three areas: 1) knowledge of the contract, 2) the distinction between powers given to the supervisors vs the limitations placed upon them, and 3) the importance of good record keeping.¹⁷

Orenstein studied the extent of knowledge of the negotiated contract on the part of school building supervisors and union chapter chairpersons. Comparisons were also made between the groups when they were categorized according to experience in their roles (moderate and extensive). His research revealed that the respondents correctly answered 57.5% of the questions regarding the contract, and that

¹⁶Ronald V. Raine, "Effective Contract Administration: Dollars That Go to the Bottom Line," Personnel Administrator 24:26-28.

¹⁷Blevins, "Maximizing Company Rights Under the Contract, pp. 75-82.

there was no significant difference between supervisor and chapter chairperson groups in their extent of knowledge. Neither was the length of experience positively related to knowledge of the contract.

Both Raine and Blevins cited knowledge of the contract and specific direction in its management as key elements of effective contract administration. Orenstein's investigation further focused on the relationship between role experience and the extent of contract knowledge.

Johnson addressed variations in contract enforcement between districts as well as within the same district, pointing out that identical contract language did not prevent strikingly different outcomes even within schools in the same district. Some contract provisions were fully implemented and placed limitations upon the principal's control, while other provisions were reinterpreted and informally renegotiated.¹⁸

Gorton used a case study approach to emphasize complex critical problem solving in administration. He expanded upon Griffith's classification of decisions into intermediary, appellate and creative. Intermediary decis-

¹⁸Susan Moore Johnson, "Teacher Unions In Schools: Authority and Accomodation," Harvard Education Review, 53 (August 1983)

ions are those which do not originate with the administrator, but are delegated to him by a superior in the organizational hierarchy. In such a situation the administrator may be instructed to interpret and administer policy as it applies to conditions in his or her building. An appellate decision "is called for when subordinates refer matters to the administrator for his disposition, such as the settling of a dispute between two or more people or parties. Gorton pointed out that appellate decisions cannot be delegated and that their frequent occurrence suggests that all is not well within an organization. Creative decisions originate with the administrator based on his own initiative and thinking. Its essential characteristic is an emphasis on bringing about significant change. Gorton maintains that creative decisions are not easily achieved and require insight, imagination, vision, initiative, and courage on the part of the administrator.¹⁹

It seems essential to an administrator's success to be able to make effective decisions. Making an effective decision lies within the administrator's ability to identify the main issue of a problem and deal with it in a

¹⁹Gorton, Conflict, Controversy and Crisis in School Administration and Supervision, p. 271.

professional manner using the constructs of decision making theory and the negotiated teacher contract, rather than intuition.

Johnson, pointed out that while educational labor relations are presumed to be important, very little empirical research has taken place in the study of the organizational effects of collective bargaining. She reported a general consensus that collective bargaining has placed constraints on the formal authority of principals, centralized and standardized school practices, increased the formal authority of teachers, reduced work obligations for teachers and provided teachers greater job protection.

In a 1984 study conducted by the Center for Educational Policy and Management, Goldschmidt maintained that schools become less able to meet community demands due to restrictions placed upon them by collectively bargained agreements. He pointed out that decisions once made at the building level are now being made at the district level, and contract provisions are carried out to the letter.²⁰

In a comparison of Goldschmidt's findings to those of Kirchner, Mazzarella reported that a process of local bargaining takes place at the school site and puts great

²⁰ Jo Ann Mazzarella, "Collective Bargaining: How Does It Change the Principal's Role?" NASSP Bulletin (May 1985):75-81.

emphasis on the principal as the interpreter and enforcer of the contract. Her conclusion was that the role of the principal is greatly affected by collective bargaining, and while principals have lost a number of prerogatives they previously exercised (such as choosing staff, assigning them to programs, organizing inservice training and responding to community needs) they have taken on new responsibilities in contract enforcement.

Cresswell and Murphy contended that a result of unionization is that there are new rules to follow. Studies have shown that because of contractual agreements the decision making areas of administrators have been limited. Less dependence on the principle of merit along with increased pressure for equitable treatment, less discretion in disciplinary matters, and reduced use of subjective management judgment have been part of the outcome of collective bargaining.²¹

Cresswell and Murphy further suggested the following generalizations regarding the impact of collective bargaining on school governance:

- 1) the breakdown of the unitary command structure and its replacement by a multilateral bargaining system, or in some cases a bilateral system;

²¹Cresswell and Murphy, Teachers, Unions and Collective Bargaining in Public Education, pp. 385-386.

- 2) the introduction of new participants into school decision making, including labor professionals (both advocates and neutral third parties), organized and unorganized citizens, and elected officials outside of education;
- 3) the movement of the locus of decision making to central offices within school systems and to locations outside of school systems, including legislatures, courts, and public administrative agencies;
- 4) the broadening scope of issues that fall into the labor relations arena - both issues raised during formal negotiations and those joined to the collective bargaining process during the administration of contracts;
- 5) the changing nature of managerial work, since there is evidence that school administrators face different types of issues, new constituents, different managerial roles and new criteria for success in their jobs.²²

Nighswander and Klahn examined the perceptions of principals with regard to their administrative functions. Principals reported that none of their roles had been

²²Cresswell and Murphy, Teachers, Unions, and Collective Bargaining in Public Education, pp. 288-289.

strengthened by collective bargaining, and, in fact, their roles in decision making, budget, staff assignments and personnel decisions had all been weakened.²³

While the general trend has been toward centralized decision making, "there are instances in which school principals said they assumed more autonomy because they knew the central office, preoccupied by bargaining, would be less inclined to question day to day decisions made at the school level."²⁴

Orenstein reported that the research regarding the impact of collective bargaining on the role of the principal is limited to experiential perceptions, and while some research indicates that principals perceive a loss of administrative flexibility, a majority showed a favorable reaction to the results of collective bargaining.²⁵

Management of the Contract

After a collectively bargained agreement is ratified by the school board and the teachers' union, it falls upon

²³J.K. Nighswander and R.P. Klahn, "Teacher Collective Bargaining - A Survey of Administration," North Central Association Quarterly 52 (Fall 1977) : pp. 337-340.

²⁴Cresswell and Murphy, Teachers, Unions, and Collective Bargaining in Public Education, p. 396.

²⁵Orenstein, "A Study of the Extent of Knowledge of the Negotiated Teacher Contract on the Part of School Building Supervisors and Union Chapter Chairpersons," p. 31.

the principal and designees to administer the agreement at the building level. It is at this point that the contract administrator encounters the responsibilities: 1) for teachers and their activities and, 2) to the board of education and the central office administration.

According to Ford, there are two aspects of these agreements that are particularly troublesome for principals; "working conditions" and "maintenance of standards."²⁶

When issues such as class size, planning time, parent conference time, etc. are bargained,

teacher representatives demand language-specific prescriptions and restrictions on teacher roles which severely limit flexible use of teacher time and talent. The teachers' professional prerogatives, as well as the principal's leadership alternatives, are constrained by contract provisions which are so specific that a school's capacity for curricular or organizational change disappears in a maze of regulations. Flexibility and variability within schools are choked by the work rules By their successful activity in negotiating tight working conditions language, teachers also tend to change the role of the principal to that of strict contract administrator and enforcer of the status quo rather than an agent of change.

This situation tends to diminish the enthusiasm and excitement in the change process. That relationship is buried as both groups become²⁷ little more than bureaucratic functionaries.

²⁶Ford, "The Principal - Contract Administrator and Instructional Leader," pp. 37-43.

²⁷Ibid., p. 38.

While collecting information for this article, Ford interviewed 27 teachers as to why the union insisted upon rigid working conditions language. The response most often given was "to protect teachers from being misused," although not one example of mistreatment could be cited.

Generally, a collective bargaining agreement's maintenance of standards clause requires that no changes from previous practices that impinge on teacher working conditions within a school or school district be made without prior teacher approval.²⁸

Ford cited change process studies by Rogers that identified five distinct groups of people within the change continuum ranging from innovators to laggards. Ford suggested that it is impossible for all the groups to act on a change simultaneously, and that maintenance of standards clauses require a majority of teachers to simultaneously embark on a change even though their attitudes and behaviors toward the change encompass at least five different rates of willingness.

Ford maintained that the "professional prerogatives of teachers and the leadership potential of the principal are held captive in the hands of the teacher majority,"²⁹ and this makes the job of the principal more difficult.

A sense of powerlessness can be compounded if a supervisor is not cognizant of the vagaries of a contract. A lack of information and the proliferation

²⁸Ibid., p. 39.

²⁹Ibid.

of misinformation concerning standard operating procedures, vis-a-vis the teaching staff, might seriously impede organizational effectiveness. Supervisors with great expertise in contractual matters can effectively and efficiently make the appropriate decisions where necessary, thus avoiding staff problems and protracted grievances at a later time.³⁰

Krey and Netzer concluded, however, that the supervisor's interpretation of the negotiated contract was as important as its actual content.³¹

The ability to make effective decisions depends heavily upon a sound understanding of the negotiated contract as well as skill in the decision making process.

Janes and Lovell outlined five minimal practices to ensure sound contract and policy management.

- 1) Inservice training for all administrators on any substantive or procedural changes in the contract
- 2) A procedure for handling grievances at the building level
- 3) A process for the maintenance of records at the building level related to the contract and the collection of data on a district-wide basis

³⁰Orenstein, p. 20.

³¹Robert D. Krey, Lanore A. Netzer, and Glen A. Eye, "Master Contracts of Teachers and the Supervision of Instruction," Educational Leadership, 34 (March 1977) : 464-470.

- 4) Periodic meetings between building level administrators and central office personnel to review concerns and to discuss contract provisions, grievances, policy and strategy
- 5) Uniformity and consistency in the administration of the contract and in the resolution of grievances

Janes and Lovell further suggested that increased attention must be given to contract administration because it is here "that the greatest loss of management rights occurs."³²

Blevins maintained that the overlooked cost elements in an organization are the result of not exercising contractual prerogatives or liberal interpretation of contract clauses. He pointed out that first-line supervisors are the keys to administering the contract so that it is supportive of organizational goals. He contended that supervisors must receive training in positive contract administration and that a program to maximize company rights under the contract consists of three basic steps:

- 1) Developing a management philosophy of supervising under a union contract;

³²Janes and Lovell, "A Systematic Labor Relations Model: Returning the Principal to the Driver's Seat," pp.76-77.

- 2) Training the supervisor in administration consistent with that philosophy; and
- 3) Implementing support systems to reinforce the training.³³

Blevins recognized the contract as an active document which is continuously reinterpreted and believes that management boundaries are "perceived as narrower than they are simply because they have never been challenged."³⁴

Where the language seems limiting, Blevins argued for aggressive interpretation and concentration upon powers given management rather than passive action or potential delaying procedures.³⁵ For example, he felt that the organization should expect supervisors to use their judgment but deal with employees on an individual basis because the contract does not exclude dealing with individuals. Management "should not adopt an attitude that communicates that they can't do something because the contract says so."³⁶ Supervisors should be expected to exercise managerial prerogatives covered in the contract as the

³³Blevins, "Maximizing Company Rights Under the Contract," pp. 75-82.

³⁴Ibid., p. 75.

³⁵Ibid., p. 80.

³⁶Ibid., p. 78.

circumstance permits. This calls for sound practices in human relations by the supervisor as he carries out his duties.

It is important that employee relations be developed through the company or organizational hierarchy and not through the union hierarchy, in order to convey the message that management places a high value on people and will be active in practicing effective management policies. Blevins points out that it is necessary to go beyond the requirements of the contract.³⁷

Raine also focused upon the first-line supervisor and contract administration, which he termed the "darkness" between reaching agreement and the next contract negotiations. Raine described negotiations as a cat-and-mouse game of trading dollars for operating flexibility, and too often the dollars spent produce very little return because of poor contract administration. To be sure, to take advantage of clauses that were "paid for" at the negotiating table, management must be well trained in: interpreting the contract; basic labor relations; and the consistent application of discipline.

Supervisors should be encouraged to keep superiors aware of any parts of the contract that give them trouble

³⁷Ibid.

in their day-to-day operations.

Many contract administrators are ignorant of the basis tenet of labor relations; that as members of management they are the company, and they have the right to manage. The right to manage leads to the following principles:

- 1) the right to be wrong - this is a great comfort, particularly to newly appointed supervisors;
- 2) Obey now - grieve later, except in legitimate health and safety issues; many supervisors let unions coerce them into not carrying forth a legitimate and reasonable order;
- 3) If not - why not? This question should be asked each time a member of management is considering not following contract provisions or organizational policy.³⁸

Diversity of Labor Practices

Cresswell and Murphy suggested that since collective bargaining is multilateral, the locus of decision making has changed from decentralized to centralized. They acknowledge that some building administrators have assumed more autonomy but contend that the trend is toward centralization because contract administration places great

³⁸Raine, "Effective Contract Administration: Dollars That Go to the Bottom Line," pp.26-28.

reliance on uniformity.³⁹

To what degree has decision making been centralized? How much authority have principals lost due to collective bargaining? What accounts for the great diversity in labor practices from school to school? These were questions that Johnson proposed as a result of her investigation into teachers' unions in schools. She contended that the organizational effects of collective bargaining may be less extreme than many suppose.⁴⁰

"Interestingly, the implementation story of collective bargaining sounds much like the implementation story of federal programs."⁴¹ Johnson reported considerable discrepancy between rules and practice with identical contract language producing very different outcomes within the schools of the same district. Her documentation of the experiences of these districts suggested that teachers and principals remake locally derived contracts and policies until they are their own and until they are consistent with past practices and current preferences.

In Johnson's view, the failure of schools to implement contracts and policies fully may be both inevitable

³⁹Cresswell and Murphy, Teachers, Unions, and Collective Bargaining in Public Education, p. 396.

⁴⁰Johnson, Teacher Unions in Schools, p. 165.

⁴¹Ibid., p. 171.

and functional. The process by which teachers and principals reshape policy to make it their own assures that it is incorporated into operational practices. This helps to insure the continuity in instruction and administration over time. Johnson saw as ironic the fact that incomplete compliance may be in the interest of long term compliance.⁴²

Johnson reported that teachers involved in her study found it important for principals to respect and honor their contracts, but they were flexible and allowed for amendment and mistakes by the principal when the principal's actions were perceived to be responsible, well intended and in the interest of operating a good school. Teachers were very critical of laissez-faire principals but accepted authoritarian and democratic administrators. They were also tolerant, and often respectful, of principals who held high standards, monitored teacher performance and expected of teachers more than the contract required.

Teachers involved in Johnson's study were prepared to support a principal who demonstrated that their schools could be well administered. For most of the teachers, being

⁴²Ibid.

part of a "good school" took precedence over union membership or strict enforcement of the contract.⁴³

Johnson suggested that contract implementation demands ongoing adaptation between the rules and local school practices. The failure of schools to implement contracts fully may seem problematic to some policy makers and analysts who analyze problems and suggest ways to avoid them, but it is misleading to regard incomplete or inexact implementation as an error to be corrected. It appears that the adaptation of contracts within schools is both inevitable and functional.⁴⁴

Decision Making

As one might expect under the circumstances, labor relations practices in schools has often become a function either of trial and error or of following an orthodox belief. Unfortunately, the errors of 'trial and error' are often costly, and orthodox beliefs are often ill suited to educational settings. If one is to move beyond either of these forms of decision making, it is important to understand particular governance modes such as bureaucracy or politics. It is necessary to understand how events,

⁴³Johnson, "Teacher Unions in Schools: Authority and Accomodation," p. 326.

⁴⁴Johnson, Teacher Unions in Schools, p. 172.

participants and issues are coupled to different governance modes, what prevents them from being coupled, and how one gains influence in these situations.⁴⁵

Decisions vary in the degree to which there are substantive criteria on which to base judgment. For some decisions there are clear, substantive criteria, as well as the data and analytical means to use them . . . For other issues there are no substantive criteria or there is little or no consensus concerning them. For the first group, rational decision processes would be most appropriate, with problem solving and optimization as the main activities. For the second group, negotiations and the balancing of competing interests would require either the political arena or formal negotiations process.

Decisions also vary as to the stakes involved. Decisions made when the stakes are high are more likely to involve the exercise of power by competing interests than they are when they are low. When the stakes are high enough, even the clearest rationale of criteria can become clouded and the need for resolution of competing claims can

⁴⁵Cresswell and Murphy, Teachers, Unions, and Collective Bargaining in Public Education, pp. 403-404.

require a pluralistic or negotiated form of decisions making.⁴⁶

Hoy and Miskel described decision making as a major responsibility of all administrators and a process by which decisions are implemented as well as made. They cited six basic assumptions which they gleaned from the literature:

- 1) The decision making process is a cycle of events that includes the identification and diagnosis of a difficulty, the reflective development of a plan to alleviate the difficulty, the initiation of a plan, and the appraisal of its success.
- 2) Administration is the performance of the decision making process by an individual or group in an organizational content.
- 3) Complete rationality in decision making is virtually impossible; therefore, administrators seek to satisfice (Individuals are not capable of making completely rational decisions on complex matters, therefore, most administrative decision making is based upon implementation of satisfactory alternatives rather than optimal alternatives.) because they do not have the knowledge, ability or capacity to maximize the decision making process.
- 4) The basic function of administration is to provide each subordinate with an internal environment of decision so that each person's behavior is rational from both individual and organizational perspectives.
- 5) The decision making process is a general pattern of action found in the rational administration of all major functional and task areas.

⁴⁶Cresswell and Murphy, Teachers, Unions, and Collective Bargaining in Public Education, pp. 484-485.

6) The decision making process occurs in substantially the same generalized form in most complex organizations.⁴⁷

Gorton, an advocate of using case studies to train administrators, discussed the process of problem solving. In defining a situation, he proposed that four questions should be answered.

- 1) What is known and unknown about the situation? What other factors must be clarified before a decision can be made?
- 2) What are the attitudes and feelings of the various people who will be affected by the decision?
- 3) How serious is the problem or question? Must a decision be made? How soon?
- 4) Can anyone else provide additional information or a different perspective of the situation? To what extent is the administrator's bias or the biases of others influencing his/her perception of the circumstances necessitating a decision?⁴⁸

Gorton warned that in identifying alternatives the administrator must not assume that only one or two alternatives exist or to think in "either/or" terms. The decision maker, in most cases, will benefit from continued examination of the problem for a third or fourth solution.

⁴⁷Wayne K. Hoy and Cecil G. Miskel, Educational Administration, (New York: Random House, 1982), pp. 264-268.

⁴⁸Gorton, Conflict, Controversy and Crisis in School Administration and Supervision, p. 264.

He also warned against the failure to adequately assess the alternatives under consideration. Failure to anticipate the possible consequences may lead to undesired results at a later time. Two important factors should be considered:

- 1) Assessment of the administrator's own capability and that of other individuals or groups who will participate in the implementation of a particular course of action.
- 2) The administrator's assessment of the type of reception which will be given to the decision by those who will be most affected.⁴⁹

In securing acceptance of the decision, Gorton cited as the key factor, not the administrator's self-perceived legitimacy, but the perceptions of others in regard to his legitimacy as a decision maker. He emphasizes, however, that even if those who are affected by the decision do not see the administrator as having a basic right to make a determination, they may accept the decision because there is little or nothing they can do about its implementation.

When encountering negative reactions to a decision, the administrator can modify or abandon the decision, enforce it against others' will or try to change attitudes.

Rather than responding directly to the reaction, Gorton suggested exploring it and trying to understand the reasons

⁴⁹Ibid., p. 265.

behind it. The decision maker must understand that negative attitudes can result from:

- 1) the individual's or group's feelings about the administrator as a person or about the way in which the decision was made;
- 2) a lack of understanding about the way in which the decision will affect the individual or group;
- 3) inadequate skill or competency on the part of those who are to carry out the decision;
- 4) a perception by the individual or group that the decision will cause more personal disadvantages than advantages;
- 5) an honest disagreement about the merits of the decision, despite the fact that those involved⁵⁰ may not feel they would be adversely affected.

Summary

The review of literature addressed the following areas: the contract itself; management of the contract; the principal's position as administrator of the contract; and management decision making.

A complete knowledge of the contract, its prescriptive language and an understanding of the legal alternatives available for its administration, was identified as necessary for sound contract administration.

This knowledge should be complimented by direction from superiors and formal training regarding the contract man-

⁵⁰Ibid., pp.267-268.

agement philosophy and its implementation.

The literature revealed a diversity of practice in contract management with principals being placed in the position of meeting the needs of both the central office/board of education desires in addition to those of the teachers they supervise. It was generally suggested that decision making has become more centralized due to collective bargaining, however some recent studies indicated that, at least in larger districts, more flexibility in decision making has been delegated to the principal. While most of the literature indicated that the effects of collective bargaining placed constraints upon the administrator, it must be noted that the bulk of the research was limited to the perceptions of principals. Perceived or real, the general consensus was that the role of the principals is changing and the nature their managerial work tends toward that of contract managers and enforcers.

It was established that first-line supervisors are the key to effective contract administration and their understanding of labor relations and decision making principles enhances their probability of success. Relying solely upon positional authority was seen as ineffective. The perception, by the teachers, of the principal as a decision maker also emerged. Teachers accepted both democratic and authoritarian leaders whom they perceived as

sound decision makers, but rejected those perceived as laissez-faire.

Decisions vary according to the substantive criteria on which to base judgment. Some areas of a contract contain clear prescriptive language and a procedural means for use. In this case a rational decision making process is appropriate. However, there are issues which arise where there is little or no substantive criteria in the contract itself. When dealing with this type of problem further negotiation and balancing of competing interests are required, hence the renegotiation of contract language at the building level.

Figure 1. LITERATURE/RESEARCH IN COLLECTIVE BARGAINING

Date and Author

1975
 Royden S. Price
 Temple University

Topic

The role of the Secondary Principal in the Collective Negotiations Process in Selected New Jersey School Districts

Summary of Findings

1. More than half of the principals felt their jobs had become more difficult as a result of bargaining.
2. Almost all of the principals played roles in the continuing operation of a grievance procedure; however, fewer than half had been consulted about that procedure prior to the agreement.
3. Principals are aligning with other administrators to join their own organizations in an effort to protect their management rights.
4. Most principals felt that their jobs had been adversely affected by negotiations.

Date and Author

1975
 Clayton Hovda
 University of Iowa

Topic

The Superintendent's Role in Collective Negotiations as Perceived by Teachers, School Board Members and Superintendents in Iowa and Minnesota

Summary of Findings

The study indicates that the role of the superintendent has not changed significantly since the study of 1967 in regard to smaller schools. However, in the larger schools the relationship between school board members, superintendents, and teachers has changed considerably in that the role is more adversarial now than in the past. (The study was completed

prior to the actual implementation of the bargaining law in Iowa, whereas Minnesota had operated for eight years with a bargaining law.)

Date and Author

1975
James Bonnette
University of Michigan

Topic

A Study of the Relationship Between Teacher Perceptions of Their Participation in School System Decision-Making and Specified Outcomes of Collective Bargaining

Summary of Findings

1. Teachers in low labor relations conflict districts perceived themselves as more involved than those in high conflict districts.
2. Teachers in districts that had a low frequency of using mediation considered themselves more involved in decision-making than those in high mediation districts.

Date and Author

1975
Paula Carter
Ball State University

Topic

Composition and Characteristics of Negotiating Teams for Implementation of Legislated Collective Bargaining for Public Schools in Indiana

Summary of Findings

1. Teacher teams increased in number as the enrollment of school size diminished.
2. School board member participation increased as school size diminished.
3. More than 25% of the superintendents participated on the negotiation teams. Only one superintendent in a district of over 12,000 students was involved in the process.
4. The number of principals as spokesmen increased as the size of the district decreased.

5. Attorneys served as experts on one-half of the employer negotiating teams.
6. Size of school districts was a major factor in determining the composition and characteristics of negotiating teams.
7. Large amounts of tax dollars were expended on outside experts to carry out mandated negotiations.
8. Teacher groups rely heavily upon assistance provided through national networks of teacher organizations.

Date and Author

1976

Norman Van Winkle

Topic

The Relationship Between School Principal Needs Satisfaction and School Principal Attitudes Toward Negotiations

Summary of Findings

1. Younger principals, under 35, were more disposed to withhold their services if conditions warranted such action.
2. Principals from large school districts perceived more favorable attitudes toward collective negotiations than principals from smaller schools.

Date and Author

1976

Brian Boettcher

University of Minnesota

Topic

An Analysis of Superordinate and Subordinate Perceptions of Secondary Principal's Leader Behavior and its Relation to Collective Bargaining Units (Study Completed in Minnesota)

Summary of Findings

1. Differences of perceptions of principal's behavior was attributed to the unionization factor.
2. Superintendents perceived principals as non-union employees.
3. Teachers perceived principals as union employees.
4. Unionized principals are older, possess lower degrees, and generally administer larger buildings.

5. The author recommends that principals organize to regain their lost management status.

Date and Author

1976
John Mikrut
University of Missouri

Topic

Teachers' Attitudes Toward Collective Negotiations: The Relationship of Personality Organizational Morale and Selected Demographic Characteristics

Summary of Findings

1. Personality was not a significant factor in determining teacher attitude toward collective bargaining.
2. Organizational morale was a significant factor in determining teacher attitude toward collective bargaining.
3. The following demographic variables were significant in determining teacher attitude toward collective bargaining:
 - a. size of community
 - b. present type of employee/employer relationship in a school
 - c. sex
 - d. age
 - e. type of class taught
 - f. religion
 - g. ethnic group affiliation
 - h. number of dependents
 - i. highest degree held
 - j. number of years taught
 - k. type of district

Date and Author

1976
Henry Owen Nicols
Duke University

Topic

A Comparison of Perceived Constraints on the Role Performance of Selected Elementary and Secondary School Principals in Urban and Suburban School Districts with Different

Collective Bargaining Status (Data gathered was from school districts with school enrollments between 10,000 and 25,000 students.)

Summary of Findings

1. Principals in districts with a bargaining unit felt more constraints in dealing with personnel matters than those in districts without bargaining units.
2. If a principal operates in a district with a unit controlled by either A.F.T. or N.E.A., there are more constraints in assigning non-instructional responsibilities to teachers than in districts that have no bargaining units.

Date and Author

1976

Keith Redfield
University of Minnesota

Topic

An Analysis of the Impact of Collective Bargaining Under the Public Employees Labor Relations Act of 1973 on Managerial Rights in the Public Schools of Minnesota

Summary of Findings

The findings indicated that an erosion of "inherent managerial policy" had occurred. However, a majority of the school districts (approximately 67%) had not allowed teacher-school negotiations to encroach into the area of inherent managerial policy.

Date and Author

1977

James Nighswander
North Central Association

Topic

The Perceived Effects of Teacher Collective Bargaining on Schools and Colleges--A Survey of North Central Association Administrators (Final Report of a Survey Study Conducted by the Committee on Administrative Roles of the N.C.A. Council on Research and Service)

The study sampled 300 principals, 300 superintendents, and 250 community college presidents throughout the North Central Association region.

Summary of Findings

1. Teacher collective bargaining had a positive effect on staff salaries, fringe benefits and working conditions.
2. No administrative functions were reported strengthened by collective bargaining. Rather, the more important an administrative function, the more it had been weakened by collective bargaining.
3. Administrators believe there had been a deterioration of school/community relations as the public became disenchanted with the perceived higher costs and lower returns on the dollar spent for education.⁵¹

Date and Author

1979

Ronald V. Raine

Topic

"Effective Contract Administration: Dollars That Go to the Bottom Line,"
Personnel Administrator 24

Summary of Findings

1. The administrator charged with proper contract administration must ensure that supervisors and upper levels of management know how to administer legally binding contracts.
2. It is important to make sure that management is taking advantage of those clauses paid for at the negotiating table.
3. The first line supervisor needs to understand the contract.
4. A minimum list of subject areas to be included in

⁵¹William C. Jacobson, "Perceptions of the Impact of Collective Bargaining Legislation on the Larger Public Schools in the State of Iowa," (Ph.D. dissertation, University of Iowa, 1978), pp. 19-30.

seminars needed to assure effective contract administration are:

- a. the contract itself
 - b. basic labor relations principles
 - c. consistent application of discipline
 - d. cost saving concepts.
5. Too often, supervisors are burdened with concepts and theories that are not helpful to them in the real world.

Date and Author

1981

Marvin J. Lavine; Michael P. Hollander

Topic

"The Union's Duty of Fair Representation in Contract Administration"

Employee Relations Law Journal

Summary of Findings

1. Interests of individual employees have been subjugated to the larger collective interest.
2. Institutional interests of the unions have often diverged from that of its members.
3. The courts read into the power of exclusive representation a corresponding duty of fair representation that would protect the rights of individual employees without necessarily eliminating the effectiveness of collective bargaining.

Date and Author

1981

Bruce Edward Orenstein
St. John's University

Topic

A Study of the Extent of Knowledge of the Negotiated Teacher Contract on the Part of School Building Supervisors and Union Chapter Chairpersons

Summary of Findings

1. The total group of respondents answered 57.5% of inventory questions correctly.
2. There was no significant difference between the

- supervisor or chapter chairperson groups in their extent of contractual knowledge.
3. Length of experience, whether moderate or extensive, was not significantly related to the extent of knowledge of the contract.

Date and Author

1981 Spring
Brian Smeenk

Topic

"Contract Administration and Enforcement at the London, Ontario, Board of Education"
Journal of Collective Negotiations in the Public Sector

Summary of Findings

1. The adherence to a comprehensive personnel manual and a committee to oversee it are major factors in the board having few grievances.
2. Much of the success in solving personnel problems also may be attributed to the use of informal channels outside the grievance procedure.

Date and Author

1982
John Andes

Topic

"A Decade of Development in Higher Education Collective Bargaining: Changes in Contract Content"
Journal of Collective Negotiations in the Public Sector

Summary of Findings

1. Categories of common contract issues included professional personnel, academic administration, working conditions, bargaining agents' rights, economic benefits, insurance and leave benefits and contract management.
2. During the 1970's, there were significant increases in the number of contracts and individuals covered, and the specificity of contract language.

Date and Author

1982
 Catherine Angotti Carter
 University of Southern California

Topic

Relationships among Teachers' Perceptions of Site Administrators' Leadership Style, School Climate, and Teachers' Satisfaction with the Contract

Summary of Findings

1. Leadership style that is perceived as allowing for input from teachers has positive effects on school climate.
2. There is a positive relationship between teachers perceiving the climate as humane and teachers stating satisfaction with work conditions in the contract.
3. Principals should be trained in leadership styles.
4. Teachers should be trained in sensitivity areas.

Date and Author

1983
 Robert C. O'Reilly
 National School Boards Association Conference

Topic

Things a Board Ought Never Bargain

Summary of Findings

1. School boards give away too much in contract negotiations with teacher associations without making sure the concessions they make result in higher educational quality.
2. Educational administrators generally lack expertise in labor relations.
3. Boards are advised to address with caution negotiations that involve:
 - a. management rights
 - b. ambiguous language
 - c. specific money items.

Date and Author

1984

Ronald L. Blevins

Topic

"Maximizing Company Rights under the Contract"
Personnel Administrator 29

Summary of Findings

1. Many times management fails to give good direction to supervisors in contract administration.
2. Training in contract administration should comprise three areas:
 - a. knowledge of the contract, including parties, management rights, employee rights and grievance procedures
 - b. the distinction between powers given to supervisors versus the limitations placed on them
 - c. the importance of record keeping.
3. The starting point in training first-line supervisors is to communicate contract administration philosophy throughout the organization.
4. Supervisors should be thoroughly trained to use contract language to maximize company rights.

Date and Author

1984

Susan Moore Johnson
Temple UniversityTopic

Teacher Unions in Schools

Summary of Findings

1. Labor practices among districts are remarkably diverse in regard to negotiations, contract language and administrative practices.
2. The difficulties of school administration that followed from collective bargaining generally increased with the strength and complexity of the contract and with the aggressiveness of the local union.

3. It is not often recognized that labor relations at the school level vary widely from one school to the next, within the same district, influenced by such non-contractual factors as administrative leadership, staff allegiance and student needs.
4. All contract provisions were theoretically of equal weight, but many were variably implemented within the same district - enforced in some schools, ignored in others, and informally renegotiated in yet others.
5. Teachers in this study did not want to run the schools. They accepted authoritarian as well as democratic administrators and were critical of laissez-faire principals who relinquished too much power.
6. The overall effects of collective bargaining at any particular school were unique to that site, and there was diversity among schools, even in the smallest district.

CHAPTER III

METHODOLOGY AND PROCEDURES

In November, 1985 the superintendent of Glenbard High School District #87 granted permission to conduct research regarding administration of the negotiated teacher contract at the four school sites. The central question to be investigated was whether contract management decisions are consistent in schools within the same district.

To accomplish this, a set of vignettes/problems was developed to elicit responses from building level and central office administrators. Each of the vignettes presented a problem directly related to the negotiated teacher contract in the areas of leaves and absences, employee evaluations and working conditions. The responses were used to provide qualitative and quantitative data for the following research questions:

- 1) How do school site administrators respond to contract administration problems differently than the central office personnel responsible for district-wide contract administration?
- 2) Is there a difference in the responses of administrators when grouped by work site?
- 3) What is the extent of variation in responses between building administrators and department administrators?

- 4) What is the variation in responses among administrators with:
 - a. different lengths of experience
 - b. different sexes
 - c. different ages
 - d. different academic backgrounds.
- 5) What is the extent of variation in the responses of administrators in the three contract areas under investigation (leaves, evaluations and working conditions)?

Chapter III discusses the methods used to research these questions. Included in the chapter are descriptions of:

- 1) the selection of contract areas to be studied;
- 2) the instrument development and testing;
- 3) the method used to collect data;
- 4) the treatment of the data
- 5) the internal and external validity

Selection of Contract Areas to Be Studied

Discussions were held with the district superintendent, the district director of personnel and building level administrators regarding the contract areas most often dealt with in daily operations. These discussions confirmed the superintendent's assessment that the areas of leaves and absences, employee evaluations and working

conditions were, in fact, the portions of the contract which most often required decisions to be made by a building administrator.

Other contract areas required: specific procedures; central office decisions; board of education decisions; or union and central office discussion. These areas were not subject to interpretation or decision making by administrators of supervisors at the building level.

Instrument Development

The data collection instrument was organized in two parts. Part one was designed to collect personal and professional information from building level administrators and department chairpersons. Part two consisted of twenty-four (24) vignettes/problems, (eight per contract area of leaves and absences, evaluations, and working conditions).

The vignettes were developed from third party decisions resulting from grievance proceedings, case study problems, from textbooks, and past cases from High School District #87, Glen Ellyn, Illinois. Each vignette was directly related to the negotiated teacher contract of District #87.

The twenty-four (24) problems were developed and presented to the district personnel responsible for contract interpretation and implementation. They were asked to

read the problems, note areas of the problem needing clarification, identify problems less suited to the prevailing conditions in the Glenbard district and to supply one answer for each problem which they determined to be the best solution according to the interests and needs of the district.

During the same time period, the twenty-four (24) problems were also presented to group A, thirty-five (35) practicing administrators and doctoral students. They were each asked to read the problems, make suggestions for improvement or clarification and supply one answer which would best resolve the situation.

Using the suggestions from the central office administrators and from group A, a second draft of the problem set was developed. This set included the twenty-four refined problems and the answers supplied by group A.

The second draft of the problem set was administered to two more groups (B and C) of twenty graduate students and practicing administrators. Groups B and C were asked to choose only one answer from those supplied by group A for each of the twenty-four problems and to make comments or suggestions regarding vignettes.

Based on the answers selected by groups B and C, the three solutions most often chosen for each problem were determined. A fourth solution, that supplied by personnel

from District #87 who were responsible for district-wide contract administration, constituted the correct answer for the purpose of this study. In cases where the correct answer was the same as one of the three supplied by groups B and C, the fourth most often chosen answer was used.

The original twenty-four (24) vignettes/problems (eight per contract area) were reduced to fifteen (15), (five per contract area). The following criteria were used to reduce the number of problems:

- 1) appropriateness to the contract as determined by the district #87 superintendent and director of personnel;
- 2) comments from the groups of graduate students and practicing administrators regarding clarity and credibility of the vignettes; and
- 3) the number of choices generated by groups B and C (at least three per problem).

Figure 2 identifies the three contract categories under investigation; the vignette/problem number; and the specific contract item at issue in each of the problems.

Collection of the Data

All building level administrators and department chairpersons in the district were invited to participate in

the study. Of the seventy-nine (79) administrators and department chairpersons, three chose not to participate.

Each of the participants was mailed a management profile sheet, designed to collect information on his/her personal and professional characteristics, along with the problem set of fifteen vignettes. Each respondent was asked to choose the preferred solution from the four presented for each vignette and to give a short reason for the choice. Both forms were to be returned through the mail.

Table 3.1

PERCENT OF TOTAL POPULATION PARTICIPATING

Category	Number in Category	Number of Respondents	Percent of Population
Building			
Administrators	18	16	88.9
Department			
Chairpersons	58	53	91.4
Totals	76	69	90.8

The instrument was coded to determine work site as the names of the respondents were not solicited. A letter had been sent explaining the study in advance of the survey, and after two weeks, a reminder was sent to each participant.

As a result, sixty-nine (90.8%) questionnaires were returned. Of the eighteen administrators who indicated a willingness to participate, sixteen (88.9%) returned their questionnaires. Of the fifty-eight department chairpersons who indicated their willingness to participate in the study, there was a return from fifty-three (91.4%). See Table 3.1.

The population of this study was limited to the administrators of a single school district for the purpose of using one criterion document, the negotiated teacher contract of District Eighty-Seven.

Treatment of the Data

Each of the sixty-nine (69) respondents completed the vignette/problem set. Scores for each respondent were determined by comparing their choices against those supplied by the central office. The central office answer was used as the "correct answer" for the purposes of scoring. The raw data were treated as follows:

- 1) Professional and personal information was used

to categorize data for analysis using work site, administrative position, academic background, age, sex, and administrative experience as groups. Categories were also developed for the three contract areas under investigation: leaves, evaluations, and working conditions.

- 2) Scores were tallied and ranked in each of the appropriate categories and mean scores were calculated.
- 3) Data were classified numerically and graphically, corresponding to frequency distribution and mean for each category.
- 4) A one way analysis of variance was applied to test for significance when comparing the responses between or among the various groups.

The respondents were asked to provide a reason for their solution choice for each of the vignettes/problems. All of the reasons were examined and placed into one of the following six categories:

- 1) Contract Requirement.
- 2) Professionalism - that which was perceived to be a responsibility by either job description or ethics (i.e. placing needs of students or staff cooperation first).

Figure 2. PROBLEM CATEGORIES, NUMBERS AND RELATIONSHIP TO THE CONTRACT

<u>Category</u>	<u>Problem I.D.#</u>	<u>Contract Item</u>
Leaves & Absences	L - 1	interpretation of "immediate family"
	L - 2	definition of "sick leave"
	L - 3	proper use of personal leave
	L - 4	proper notification and use of leave
	L - 5	proper directions for the substitute
Evaluation of Personnel	E - 6	evaluative process, employment status
	E - 7	evaluative criteria
	E - 8	necessity for evaluation
	E - 9	teacher's knowledge of evaluation
	E - 10	multiple building assignments and sharing of self-evaluation
Working Conditions	W - 11	responsibility for planning
	W - 12	other teacher duties
	W - 13	reasonable class size
	W - 14	evening meetings and accountability
	W - 15	work schedule and teaching assignment

- 3) Person Oriented Behavior - the individual's needs taking priority vs. the task being more important).
- 4) Task Oriented Behavior - the task taking priority vs. the individual's needs being most important.
- 5) Procedural Requirement - due process seen as necessary to initiate progressive discipline and avoid grievances.
- 6) Administrative Authority or Prerogative - autocratic behavior on a temporary basis as required by the circumstances.

Internal Validity

Achieving internal validity involved establishing adequate control over the subjects, materials and procedures. The following concerns were addressed:

- 1) Population; The respondents comprised 87.4% of of the administrative staff in the school district being studied.
- 2) Instrument; The problem set was specifically designed to measure the decision making consistency and adherence to the contract by administrators governed by the same negotiated agreement. Three specific areas within the contract were tested. Each area was represented by five vignettes/problems to give an adequate representation to each section under investigation. The problems were taken from third party legal decisions, case studies, collective bargaining literature and situations encountered by the investigator in order to ensure the realism of the problems and to convey the complexities of contract issues in a limited space.
- 3) Responses; To minimize the superficiality of forced responses, the fixed alternative answers provided for the problems had been generated and judged by three groups of administrators and graduate students outside of the district under study. All four responses were viable solutions most often recommended by practicing

administrators. One response was designed to reflect the language or intent of the contract. Respondents were also given the opportunity to explain the rationale for their choice in a short open-ended form. The utilization of fixed-alternative answers made measurement and tabulation of responses possible, while the open-ended responses provided qualitative descriptions of the administrative decision making process.

External Validity

The purpose of this study was to develop a profile of administrators' consistency in response to problems related to the negotiated contract. The study design lends itself to generalization as the vignettes and fixed-alternative answers represent typical situations and actions of administrators. The use of case studies maintains the realism of the instrument, however, the details of the vignettes and solutions would have to be altered for relevance to the prevailing conditions and negotiated agreement of other school districts.

The data and resulting profile obtained in this study are interpretable and useful to the district under investigation in determining the need for formal training of administrators in contract management. The specific results of this study are not meant to be generalized. However, the method used and the format of the instrument might be used by other educational systems in which administrators work with collectively bargained contracts. The

collected data and its analysis are presented in .
Chapter IV.

CHAPTER IV
PRESENTATION AND ANALYSIS OF DATA

Introduction

This study was conducted to determine whether or not the decision making of public school administrators, at building and departmental levels, in a single school district reflected consistency when confronted with hypothetical problems related to the negotiated teacher contract. The respondents were classified into 6 sub-categories and are presented in Table 4.1. The sub-categories are determined by: 1) building site; 2) position; 3) academic background; 4) age; 5) sex; and 6) administrative experience.

The data, with respect to the mean scores of the groups, are presented in Table 4.2. Analysis of the data indicates that, as a group, building administrators received the highest scores on the CONTRACT RELATED PROBLEM SET. The lowest scores on the inventory were obtained by department administrators and those in the youngest age category.

The fifteen vignettes comprising the survey instrument represented three areas of concern in the contract: leaves, evaluations and working conditions. Results indicated that administrators scored highest when dealing with working conditions and lowest in evaluations.

Table 4.1
 NUMBERS AND PERCENT OF SAMPLE RESPONSES
 BY CATEGORY

Category	Number Responding N = 69	Percent of Total Group
Building Site:		
A	20	29.0
B	13	18.8
C	18	26.1
D	18	26.1
Administrative Position:		
Building Administrator	16	23.2
Department Chairperson	53	76.8
Academic Background:		
Fine Arts	8	11.6
Humanities	13	18.8
Social Sciences	23	33.3
Science/Math	9	13.1
Physical Education	16	23.2
Age:		
25-35	7	10.1
36-45	24	34.8
46-55	27	39.1
56-65	11	16.0
Sex:		
Male	48	69.6
Female	21	30.4
Experience:		
Little (0-3 years)	15	21.7
Moderate (4-9 years)	14	20.3
Extensive (10+ years)	40	58.0

TABLE 4.2

SUMMARY OF RESPONSES

TOTAL RESPONSES:	69	POSSIBLE SCORE RANGE:	0 - 15
MINIMUM SCORE:	1.00		
MAXIMUM SCORE:	10.00		
MEAN SCORE:	5.00		
STANDARD DEVIATION:	1.74		

	SITE A	SITE B	SITE C	SITE D	BUILDING ADMIN	DEPARTMENT ADMIN	MALE	FEMALE
NO. OF RESPONDENTS:	20	13	18	18	16	53	48	21
MINIMUM SCORE:	2.00	1.00	3.00	2.00	4.00	1.00	1.00	2.00
MAXIMUM SCORE:	8.00	10.00	8.00	7.00	10.00	8.00	10.00	7.00
MEAN SCORE:	4.65	5.84	5.16	4.61	6.12	4.66	5.08	4.81
STANDARD DEVIATION:	1.81	2.07	1.50	1.53	1.70	1.62	1.91	1.32

	FINE ARTS	HUMANITIES	SOCIAL SCIENCES	SCIENCE/ MATH	PHYSICAL EDUC	AGE 25-35	AGE 36-45	AGE 46-55	AGE 56-65
NO. OF RESPONDENTS:	8	13	23	9	16	7	24	27	11
MINIMUM SCORE:	2.00	3.00	2.00	3.00	1.00	2.00	1.00	2.00	3.00
MAXIMUM SCORE:	7.00	8.00	7.00	10.00	8.00	6.00	10.00	7.00	8.00
MEAN SCORE:	4.50	5.23	4.56	5.77	5.25	4.00	5.75	4.33	5.63
STANDARD DEVIATION:	1.85	1.53	1.37	2.24	2.01	1.29	1.80	1.41	1.85

RESPONSES BY CONTRACT AREA

	LITTLE EXPERIENCE	MODERATE EXPERIENCE	EXTENSIVE EXPERIENCE	LEAVES	EVALUATIONS	WORKING CONDITIONS
NO. OF RESPONDENTS:	15	14	40	69	69	69
MINIMUM SCORE:	2.00	1.00	2.00	0.00	0.00	0.00 (OF 5 POSSIBLE)
MAXIMUM SCORE:	8.00	8.00	10.00	4.00	4.00	5.00 (OF 5 POSSIBLE)
MEAN SCORE:	4.33	4.85	5.30	1.46	1.05	2.49 (OF 5 POSSIBLE)
STANDARD DEVIATION:	1.63	1.91	1.69	1.00	.85	1.02

Table 4.3

TABLE OF SCORES FOR ALL ADMINISTRATORS
(Possible perfect score of 15)

NUMBER CORRECT CHOICES MADE BY ADMINISTRATORS	NUMBER OF RESPONDENTS RECEIVING SCORE
1.0	1 (1 %)
2.0	4 (6 %)
3.0	8 (12 %)
4.0	15 (22 %)
5.0	15 (22 %)
6.0	12 (17 %)
7.0	9 (13 %)
8.0	4 (6 %)
10.0	1 (1 %)
MEAN CORRECT	TOTAL
5.0 (33 %)	69

Analysis of Data

The findings were tested for significance by means of a one-way analysis of variance. The one-way analysis of variance is a technique that tests whether the means of several populations are equal. Essentially, the analysis of variance separates the variation that is present into independent components which are then analyzed in order to test certain hypotheses or answer research questions. The technique can be used for the situation in which there are

the same number of observations in each population. The three contract areas of the survey instrument each received 69 responses or observations. When the administrators were classified by sub-categories such as experience in administration (little, moderate or extensive), the sizes of the populations were not equal. The computing formulas derived for analyzing samples of equal size need only slight modification in order to be applicable when the sample sizes are not equal. The computed F-values were considered significant at the .05 level.

The data are presented in tables of frequencies in which the scores are listed along with the number of administrators obtaining the scores; fifteen is the highest number of correct answers.

Research Question 1: How do school site administrators respond to contract administration problems differently than the central office personnel who are responsible for district-wide contract administration?

This question addressed claims that a collectively bargained teachers' contract restricts management decision making at the building level. The investigative concern was the variation in responses to the fifteen administrative problems, as made by the central office personnel responsible for district-wide interpretation of the contract and by the building level administrators.

The instrument consisted of fifteen vignettes devised to test three areas of contract management; leaves,

evaluations and working conditions. The results of the investigation showed a wide variation among responses of the central office administrators and those at the building level where the problem situations would normally occur. There was agreement in 33.3% of the responses. See Table 4.3.

Therefore, it might be assumed that the existence of a negotiated teacher contract was not restrictive to the administrators and that there was liberal interpretation and implementation of the contract at the work site. Decisions regarding the three contract areas may have been purposely relegated to the intermediary category of decision making by the central office which would allow building administrators to interpret and manage the contract according to the prevailing conditions at the work site.

The variation in problem resolution may also be due to the site administrator's limited knowledge of the contract provisions caused by his/her own neglect or inadequate training; limited coordination between the central office and the building sites regarding the contract; or lack of challenge by individual teachers or teacher organizations.

While it is possible that dissatisfaction and grievances could result from the inconsistent resolution of similar problems from work site to work site, it may also be true that the involved parties may be satisfied with the individualization of resolution because it is seen as meeting needs

more adequately than a standardized approach. Research has indicated that teachers are more concerned with being part of a successful team with a strong democratic leader than they are with the negotiated contract.

It is important that a philosophy and rationale for contract management be communicated to administrators at the school site so that their decisions do not modify or nullify provisions attained, perhaps at great cost, at the bargaining table. Building administrators should be made aware of the latitude available to them in interpretation and implementation of each contract provision.

Research Question 2: Is there a difference in the responses of administrators when grouped by work site?

This question was concerned with whether or not the administrators from any of the four buildings were more often correct in their answers than were administrators from the other schools. The administrative team at each site included all building administrators (principals, assistant principals and deans) and department chairpersons. The investigative concern was whether or not the unique environment of each work site would cause one supervisor group to choose correct responses more often than another group.

Tables 4.4 - 4.5 indicate and analyze the variance of the responses by administrators, by work site, to the

hypothetical problems related to the negotiated contract. No significant differences were identified.

Contributing to the unique culture of any school are the people involved in its operation and the quality and quantity of its resources. In the school district under study, resources were allocated on an equalized basis which may have contributed to a certain commonality among the four facilities.

Administrative personnel from the four sites met on a regular schedule for the purpose of discussing curricular and operational issues. These meetings may have provided the opportunity for the further discussion of other topics including common goals and professional priorities, with the possible result that there was similarity in administrative reasoning when implementing the contract at the four buildings.

Formal discussion of program operation and its relation to the contract may help to eliminate perceived problems in management if the discussion is held on a district-wide basis. This practice might, however, present the possibility that administrators would become too contract conscious, thus eliminating the flexibility to foster the creative efforts necessary for educational innovation and improvement.

Table 4.4

TABLE OF SCORES BY ADMINISTRATIVE WORK SITE

NUMBER CORRECT OF 15 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
SITE A			
2.0		2	(10 %)
3.0		5	(25 %)
4.0		2	(10 %)
5.0		5	(25 %)
6.0		3	(15 %)
7.0		1	(5 %)
8.0		2	(10 %)
MEAN SCORE	4.7	TOTAL	20
STAND. DEV.	1.81		
SITE B			
1.0		1	(8 %)
4.0		1	(8 %)
5.0		3	(23 %)
6.0		3	(23 %)
7.0		4	(30 %)
10.0		1	(8 %)
MEAN SCORE	5.8	TOTAL	13
STAND. DEV.	2.07		
SITE C			
3.0		1	(6 %)
4.0		8	(44 %)
5.0		1	(6 %)
6.0		5	(27 %)
7.0		1	(6 %)
8.0		2	(11 %)
MEAN SCORE	5.2	TOTAL	18
STAND. DEV.	1.50		
SITE D			
2.0		2	(11 %)
3.0		2	(11 %)
4.0		4	(22 %)
5.0		6	(33 %)
6.0		1	(6 %)
7.0		3	(17 %)
MEAN SCORE	4.6	TOTAL	18
STAND. DEV.	1.53		

Table 4.5

ANALYSIS OF VARIANCE

SCORES OF ADMINISTRATORS BY WORK SITE

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	3	14.98	4.99
ERROR	65	193.02	2.97
TOTAL	68	208.00	

$$F = 1.68$$

$$1.68 < 2.70$$

NO SIGNIFICANT VARIANCE

Research Question 3: What is the extent of variation in the responses between building administrators and department administrators?

This question dealt with the resolution of each of the fifteen hypothetical situations by building administrators and department chairpersons. The investigative concern was whether or not administrators charged with the comprehensive operation of a school campus would give responses which were more consistent with the central office interpretation of the contract than would administrators with responsibility for only one department.

The study found a significant variance in the responses of building administrators and department administrators. Building administrators were in agreement with the central office in the resolution of 41% of the problem

vignettes, as compared with 31% of the cases when resolved by department administrators. In fact, 25% of the department administrators scored below all building administrators. They also scored lower than building administrators in every area of the contract: leaves, evaluations and working conditions.

Reasons for the variations may have centered around the following points:

- 1) department administrators may have viewed contract related problems from a narrow, departmental perspective, and decisions may have been made without considering all of the information available to the building level administrators;
- 2) department administrators may have made fewer contract related decisions than building administrators; or,
- 3) because of no formalized training in the management of the contract, department administrators may not have been as "contract conscious" when analyzing problems as were building administrators;
- 4) Building administrators communicated with each other and with central office personnel more often than did departmental administrators. The frequency of this communication may have led to discussion of more contract related issues.

Principals and assistant principals have traditionally been delegated authority in order to ensure responsible management action and the coordination of employees' performances with the overall goals of the school. However, an argument can be made to increase investment in the authority of departmental administrators, because much of the information needed in managing the negotiated contract originates at the department level. The decentralization of authority may also provide greater flexibility to the staff.

Department administrators whose professional decision-making is too limited tend to become less creative in their management style and more rigid in their adherence to rules and regulations, looking to superiors for cues prior to making decisions in their department. Lacking in motivation and commitment, they may take on a tone of apathy which is then passed on to the staff. Thus, greater investment of authority in department administrators has the possibility for great gain or great loss.

Ideally, authority in contract management can be given to lower level administrators if training is provided for them in order to increase their knowledge of the contract and enhance their skills in labor relations.

The following Tables 4.6 - 4.7 compare the choices made by the two categories of administrators in response to the fifteen hypothetical problems related to the negotiated contract.

Table 4.6

TABLE OF SCORES BY ADMINISTRATIVE POSITION

NUMBER CORRECT
OF 15 VIGNETTES

NUMBER OF RESPONDENTS
WITH CORRECT ANSWERS

BUILDING ADMINISTRATORS

4.0		3	(18 %)
5.0		4	(25 %)
6.0		2	(13 %)
7.0		4	(25 %)
8.0		2	(13 %)
10.0		1	(6 %)
MEAN SCORE	6.1	TOTAL	16
STAND. DEV.	1.70		

DEPARTMENT ADMINISTRATORS

1.0		1	(2 %)
2.0		4	(7 %)
3.0		8	(15 %)
4.0		12	(23 %)
5.0		11	(21 %)
6.0		10	(19 %)
7.0		5	(9 %)
8.0		2	(4 %)
MEAN SCORE	4.7	TOTAL	53
STAND. DEV.	1.62		

Table 4.7

ANALYSIS OF VARIANCE

SCORES OF ADMINISTRATORS BY POSITION

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	1	26.36	26.36
ERROR	67	181.64	2.71
TOTAL	68	208.00	

$$F = 9.73$$

$$9.73 > 4.00$$

SIGNIFICANT DIFFERENCE

Research Question 4: What is the variation in responses among administrators/department chairpersons with different lengths of experience, different sexes, different ages and different academic backgrounds?

This category was concerned with the resolution of the fifteen managerial problems when the factors of experience, sex, age and academic background were used to group the respondents. The investigative sub-questions were:

- a. When the respondents were grouped according to the number of years spent in the role of administrator, did the answers of those with little, moderate or extensive experience agree more closely with those of the central office?
 (Tables 4.8 - 4.9)

Table 4.8

TABLE OF SCORES BY ADMINISTRATIVE EXPERIENCE

NUMBER CORRECT OF 15 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
LITTLE (0 - 3 years)			
2.0		2	(13 %)
3.0		2	(13 %)
4.0		5	(33 %)
5.0		4	(27 %)
7.0		1	(7 %)
8.0		1	(7 %)
MEAN SCORE	4.3	TOTAL	15
STAND. DEV.	2.63		
MODERATE (4 - 9 years)			
1.0		1	(7 %)
3.0		2	(14 %)
4.0		4	(29 %)
5.0		1	(7 %)
6.0		3	(21 %)
7.0		2	(14 %)
8.0		1	(7 %)
MEAN SCORE	4.9	TOTAL	14
STAND. DEV.	1.91		
EXTENSIVE (10 + years)			
2.0		2	(5 %)
3.0		4	(40 %)
4.0		6	(15 %)
5.0		10	(25 %)
6.0		9	(23 %)
7.0		6	(15 %)
8.0		2	(5 %)
10.0		1	(2 %)
MEAN SCORE	5.3	TOTAL	40
STAND. DEV.	1.69		

Table 4.9

ANALYSIS OF VARIANCE

SCORES OF ADMINISTRATORS BY EXPERIENCE

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	2	10.56	5.28
ERROR	66	197.44	2.99
TOTAL	68	208.00	

$$F = 1.77$$

$$1.77 < 3.07$$

NO SIGNIFICANT DIFFERENCE

- b. When the respondents were grouped by sex, did the answers of males or females agree more closely with those of the central office?
(Tables 4.10 - 4.11)
- c. When the respondents were grouped according to their ages (25-35, 36-45, 46-55 or 56-65), was there a positive relationship between their age and the consistency of their responses with those of the central office? (Tables 4.12 - 4.13)

Table 4.10

TABLE OF SCORES BY ADMINISTRATORS' SEX

NUMBER CORRECT OF 15 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
MALE			
1.0		1	(2 %)
2.0		3	(6 %)
3.0		6	(12 %)
4.0		9	(19 %)
5.0		10	(21 %)
6.0		7	(15 %)
7.0		7	(15 %)
8.0		4	(8 %)
10.0		1	(2 %)
MEAN SCORE	5.1	TOTAL	48
STAND. DEV.	1.91		
FEMALE			
2.0		1	(5 %)
3.0		2	(9 %)
4.0		6	(29 %)
5.0		5	(24 %)
6.0		5	(24 %)
7.0		2	(9 %)
MEAN SCORE	4.8	TOTAL	21
STAND. DEV.	1.32		

Table 4.11

ANALYSIS OF VARIANCE

SCORES OF ADMINISTRATORS BY SEX

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	1	1.09	1.09
ERROR	67	206.91	3.09
TOTAL	68	208.00	

F = .35

.35 < 3.92

NO SIGNIFICANT DIFFERENCE

Table 4.12

TABLE OF SCORES BY ADMINISTRATIVE AGE

NUMBER CORRECT OF 15 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
AGE 25 - 35			
2.0		1	(14 %)
3.0		1	(14 %)
4.0		3	(44 %)
5.0		1	(14 %)
6.0		1	(14 %)
MEAN SCORE	4.0	TOTAL	7
STAND. DEV.	1.29		
AGE 36 - 45			
1.0		1	(4 %)
4.0		4	(17 %)
5.0		6	(25 %)
6.0		5	(21 %)
7.0		5	(21 %)
8.0		2	(8 %)
10.0		1	(4 %)
MEAN SCORE	5.8	TOTAL	24
STAND. DEV.	1.80		
AGE 46 - 55			
2.0		3	(11 %)
3.0		5	(19 %)
4.0		6	(22 %)
5.0		8	(30 %)
6.0		3	(11 %)
7.0		2	(7 %)
MEAN SCORE	4.3	TOTAL	27
STAND. DEV.	1.41		
AGE 56 - 65			
3.0		2	(18 %)
4.0		2	(18 %)
6.0		3	(28 %)
7.0		2	(18 %)
8.0		2	(18 %)
MEAN SCORE	5.6	TOTAL	11
STAND. DEV.	1.85		

Table 4.13

ANALYSIS OF VARIANCE

SCORES OF ADMINISTRATORS BY AGE

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	3	36.95	12.32
ERROR	65	171.05	2.63
TOTAL	68	208.00	

$$F = 4.68$$

$$4.68 > 2.76$$

SIGNIFICANT DIFFERENCE

- d. When the administrators were grouped by the academic background areas of the fine arts, humanities, social sciences, science/math or physical education, was there a positive relationship between their academic training and the consistency of their responses with those of the central office? (Tables 4.14 - 4.15)

Table 4.14

TABLE OF SCORES BY ACADEMIC BACKGROUND

NUMBER CORRECT OF 15 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
FINE ARTS			
2.0		2	(25%)
4.0		2	(25%)
5.0		1	(12.5%)
6.0		2	(25%)
7.0		1	(12.5%)
MEAN SCORE	4.5	TOTAL	8
STAND. DEV.	1.85		
HUMANITIES			
3.0		2	(15%)
4.0		2	(15%)
5.0		4	(30%)
6.0		2	(15%)
7.0		2	(15%)
8.0		1	(8%)
MEAN SCORE	5.2	TOTAL	13
STAND. DEV.	1.53		
SOCIAL SCIENCES			
2.0		2	(9%)
3.0		2	(9%)
4.0		8	(35%)
5.0		5	(21%)
6.0		4	(17%)
7.0		2	(9%)
MEAN SCORE	4.6	TOTAL	23
STAND. DEV.	1.37		
SCIENCE/MATHEMATICS			
3.0		1	(11%)
4.0		2	(22%)
5.0		2	(22%)
6.0		1	(11%)
7.0		1	(11%)
8.0		1	(11%)
10.0		1	(11%)
MEAN SCORE	5.8	TOTAL	9
STAND. DEV.	2.22		
PHYSICAL EDUCATION			
1.0		1	(6%)
3.0		3	(19%)
4.0		1	(6%)
5.0		3	(19%)
6.0		3	(19%)
7.0		3	(19%)
8.0		2	(12%)
MEAN SCORE	5.3	TOTAL	16
STAND. DEV.	2.01		

Table 4.15

ANALYSIS OF VARIANCE

SCORES OF ADMINISTRATORS BY ACADEMIC BACKGROUND

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	4	13.48	3.37
ERROR	64	194.52	3.04
TOTAL	68	208.00	

$F = 1.11$

$1.11 < 2.45$

NO SIGNIFICANT DIFFERENCE

Summary

The results of the analysis revealed no statistically significant variation in the responses of administrators when grouped according to the extent of their administrative experience, sex or academic background. The study did find a positive relationship between age and responses.

The data suggests that this district has hired administrators with extensive experience, or that those who they have hired have remained in the district for many years. Of the sixty-nine (69) responding administrators, forty (40) reported extensive experience (10 or more years), fourteen (14) with moderate experience (4-9 years) and fifteen (15) with little experience (0-3 years).

While the mean scores of the administrators increased with their progressive experience, the variance was not statistically significant. For the fifteen problems, the mean scores were:

- | | | | |
|----|----------------------|---|--------------|
| a) | little experience | - | 4.33 correct |
| b) | moderate experience | - | 4.85 correct |
| c) | extensive experience | - | 5.30 correct |

Findings suggest that a district should not operate on the assumption that the most experienced administrator will offer the strongest leadership in the area of contract management and labor relations. It is also important to note a distinction between age and experience. The mean scores did not rise in progression based on the category structure for age.

In examining the effect of the ages of the administrators on their decision-making in contract management, the data revealed a significant variance. The highest mean score of 5.75 was attained by two groups, those 36-45 and those 56-65 years of age. The lowest mean number correct was 4.0 averaged by the youngest age group, 25-35 years.

In looking further at the two highest scoring groups, those aged 36-45 displayed a much wider range in their scores, going from 1 to 10, and also had the individual highest and lowest scores, of all administrators, in their group. Those aged 56-65 showed less deviation in

their scores, indicating a more consistent approach in their solutions to the problem vignettes.

Respondents were also classified by sex. Analysis showed no significant difference between the scores, with the males averaging 5.08 and the females with a mean score of 4.81. The group of males tended to have a wider range of scores with a minimum of 1 and a maximum of 10, while the female group attained scores between a minimum of 2 and a maximum of 7. It might be inferred that female participants performed with more consistency (range scores of 2 - 7) because of their administrative roles (only two responding females were building administrators). In summary, the data revealed no statistical difference between sex and problem solving in contract management.

When academic background was considered as a factor in administrative decision making, the following broad areas were used: Fine Arts; Humanities; Social Sciences; Science/Mathematics; and Physical Education.

The highest mean score, 5.8, was made by the administrators with a science and/or mathematical background at the undergraduate level. However, by using an analysis of variance, the data for the five groups revealed no significant difference.

These findings suggest, then, that there is little justification for using past administrative experience, sex or academic background as primary factors in selecting

professionals to administer the contract. The findings of this particular study also suggest that characteristics which might relate more positively to contract management are administrative role (building administrator vs department chairperson) and age.

The investigation undertaken for this research question revealed that many of the assumptions previously made in educational literature and practice regarding correlates of effective management received no support.

Research Question 5: What is the extent of variation in the responses of administrators in the three contract areas under investigation?

This question was concerned with the resolution of each of the fifteen hypothetical problems when separated into the three contract areas of Leaves, Evaluations, and Working Conditions. The investigative concern was whether or not administrators showed less or greater consistency in dealing with a particular area of the negotiated teacher contract.

The study found a significant difference in the responses of administrators when the responses were analyzed by contract area. Each contract area was represented by five vignettes, therefore the highest possible score per area was 5.0. The mean score for Working Conditions (2.49) was the highest of the three areas. Leaves (mean score,

1.46) and Evaluations (mean score, 1.05) were significantly lower. See Tables 4.16 - 4.17.

Table 4.16

TABLE OF TOTAL SCORES BY CONTRACT AREA¹²⁾
(Possible scores 0 - 5 per area)

NUMBER CORRECT OF 5 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
LEAVES			
0.0		12	(17 %)
1.0		25	(36 %)
2.0		22	(32 %)
3.0		8	(12 %)
4.0		2	(3 %)
5.0		0	
MEAN SCORE	1.5	TOTAL	69
STAND. DEV.	1.00		
EVALUATIONS			
0.0		19	(28 %)
1.0		32	(46 %)
2.0		14	(20 %)
3.0		3	(4 %)
4.0		1	(2 %)
5.0		0	
MEAN SCORE	1.1	TOTAL	69
STAND. DEV.	1.88		
WORKING CONDITIONS			
0.0		1	(2 %)
1.0		10	(14 %)
2.0		25	(36 %)
3.0		21	(30 %)
4.0		11	(16 %)
5.0		1	(2 %)
MEAN SCORE	2.5	TOTAL	69
STAND. DEV.	1.02		

Table 4.17

ANALYSIS OF VARIANCE
 SCORES OF ALL ADMINISTRATORS
 CLASSIFIED BY THREE AREAS OF THE CONTRACT
 LEAVES, EVALUATIONS AND WORKING CONDITIONS

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	2	56.2	28.1
ERROR	204	1301.8	6.38
TOTAL	206	1358.0	

$$F = 4.40$$

$$4.40 > 3.00$$

SIGNIFICANT DIFFERENCE

When the scores of each grouping of administrators were analyzed by contract area, every classification (i.e. males, females) attained their highest scores in the area of Working Conditions. Of the classifications of administrators, fifteen (15) scored the most correct answers in Working Conditions.

The data indicate that all administrators were in greater agreement with the central office when problems addressed were concerned with Working Conditions. The higher scores attained in that area might indicate the current emphasis in contract management at the building level is on arranging the circumstances of employment rather than evaluating personnel or actively monitoring absences and leaves.

While there was no significant variance in the scores of administrators when grouped by experience, there was a trend. The scores rose progressively so that those with ten or more years of experience scored the highest and were in greatest agreement with the central office regarding contract management. It followed that when the scores were grouped according to the ages of administrators, those who could not possibly have had ten years of administrative experience (age 25-35) received the lowest scores.

Administrators who have had the least exposure to the problems of contract management (ie. - department administrators vs. building administrators and the youngest and least experienced administrators) could benefit from a program of training which would include not only a study of the specific contract clauses, but also a simulation typical management situations.

All administrators were closest to the central office in their philosophy and responses when questions involved Working Conditions (total mean = 2.49). However, there was a significant variance when the scores of the building administrators (mean = 3.1) were compared to those of the department administrators (mean = 2.3) The difference may result from the perspective of each group. Building administrators view the daily operations in terms of total numbers of students, master schedules and curriculum balance. Department administrators have access to a narrower

field of information relevant to the school and its place in the larger district system. (Tables 4.22 - 4.23)

Analysis of the responses of the two administrative groups showed little difference in the treatment of Leaves and Evaluations. Their total scores were lowest in the area of Evaluations, and department administrators had the fewest correct answers in that area (mean score of .9).

Both levels of administrators gave a very liberal interpretation to the contract language relating to the use of personal and sick leave days. There was little concern expressed about possible misuse of the provision, especially by teachers who were otherwise respected for their professionalism.

In summary, while the importance of the contract in the operation of a school program is generally accepted, if the administrators responsible for its implementation regularly neglect to follow through in an area, such as Evaluations: the violation of the union contract has important implications; the integrity of the administrator is perceived as being reduced; and the possibility of labor relations problems increases.

Table 4.18

TABLE OF ADMINISTRATIVE SCORES IN LEAVES
(Possible scores 0 - 5)

NUMBER CORRECT OF 5 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
BUILDING ADMINISTRATORS			
0.0		1	(6 %)
1.0		7	(44 %)
2.0		5	(31 %)
3.0		3	(19 %)
MEAN SCORE	1.6	TOTAL	16
DEPARTMENT ADMINISTRATORS			
0.0		11	(21 %)
1.0		18	(34 %)
2.0		17	(32 %)
3.0		5	(9 %)
4.0		2	(4 %)
MEAN SCORE	1.4	TOTAL	53

Table 4.19

ANALYSIS OF VARIANCE
SCORES OF BUILDING ADMINISTRATORS
AND DEPARTMENT ADMINISTRATORS
(Area of Leaves)

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	1	.54	.54
ERROR	67	68.62	1.02
TOTAL	68	69.16	

$F = .53$

$.53 < 3.9$

NO SIGNIFICANT DIFFERENCE

Table 4.20

TABLE OF ADMINISTRATIVE SCORES IN EVALUATIONS
(Possible scores 0 - 5)

NUMBER CORRECT OF 5 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
BUILDING ADMINISTRATORS			
0.0		1	(6 %)
1.0		10	(63 %)
2.0		3	(19 %)
3.0		1	(6 %)
4.0		1	(6 %)
MEAN SCORE	1.4	TOTAL	16
DEPARTMENT ADMINISTRATORS			
0.0		18	(0 %)
1.0		22	(41 %)
2.0		11	(21 %)
3.0		2	(4 %)
MEAN SCORE	.9	TOTAL	53

Table 4.21

ANALYSIS OF VARIANCE
SCORES OF BUILDING ADMINISTRATORS
AND DEPARTMENT ADMINISTRATORS
(Area of Evaluations)

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	1	3	3
ERROR	67	50.77	.76
TOTAL	68	53.77	

$$F = 3.95$$

$$3.95 = 3.95$$

NO SIGNIFICANT DIFFERENCE

Table 4.22

TABLE OF ADMINISTRATIVE SCORES IN WORKING CONDITIONS
(Possible scores 0 - 5)

NUMBER CORRECT OF 5 VIGNETTES		NUMBER OF RESPONDENTS WITH CORRECT ANSWERS	
BUILDING ADMINISTRATORS			
1.0		1	(6 %)
2.0		3	(18 %)
3.0		6	(38 %)
4.0		6	(38 %)
MEAN SCORE	3.1	TOTAL	16
DEPARTMENT ADMINISTRATORS			
0.0		1	(2 %)
1.0		9	(17 %)
2.0		22	(42 %)
3.0		15	(28 %)
4.0		5	(9 %)
5.0		1	(2 %)
MEAN SCORE	2.3	TOTAL	53

Table 4.23

ANALYSIS OF VARIANCE
SCORES OF BUILDING ADMINISTRATORS
AND DEPARTMENT ADMINISTRATORS
(Area of Working Conditions)

SOURCE	DF	SUM OF SQUARES	MEAN SQUARE
AMONG	1	6.76	6.76
ERROR	67	64.49	.96
TOTAL	68	71.25	

$$F = 7.04$$

$$7.04 > 3.9$$

SIGNIFICANT DIFFERENCE

Analysis of Open-Ended Responses

Each participant was asked to supply a short response stating why he or she chose each particular answer.

The majority of administrators cited the contract as the basis for their answers in all three areas of the contract. Because of the obvious inconsistency of answers with those of the central office personnel, it was important to look further into the respondents' rationale for their decisions. Motivation for citing the contract differed as did the degree of interpretation depending upon the area involved.

The approach to Leaves was humanistic or person oriented. When the teacher involved was respected as a valuable colleague and perceived to be an honest individual, the administrator was often willing to give a more liberal interpretation to contract language (such as "immediate family" or "emergency") in order to accommodate the teacher.

In fifty-six percent of the cases the contract was cited as the reason for the choice. This clearly indicates a lack of contract knowledge or at least very different interpretations of the language.

It was in the area of Evaluations that there was the greatest disagreement between the responses of the central office personnel and building administrators. In this area, respondents expressed most concern for professionalism and procedures. Professionalism encompassed fairness to the

employee coupled with supervision of a constructive and nurturing nature. Comments regarding procedure centered upon the avoidance of grievances through due process and progressive discipline.

Table 4.24

PERCENT OF RESPONSES CITING CONTRACT
AS REASON FOR ANSWER CHOSEN

LEAVES	56 %
EVALUATIONS	23 %
WORKING CONDITIONS	21 %

Comments which accompanied the answers chosen for problems which dealt with Working Conditions indicated a more comprehensive understanding of this contract area. The primary focus was student needs, professional ethics, and the usefulness of peer pressure. This suggested professionalism as the impetus for their decisions in this contract area.

All of the reasons given in solving the fifteen problems were examined and grouped into the following six categories:

- 1) Contract Requirement
- 2) Professionalism - that which was sensed to be a responsibility through the job description

or because of professional ethic (placing staff cooperation or the needs of the students first)

- 3) Person Oriented Behavior - the individual's needs taking priority over the task or the language of the contract
- 4) Task Oriented Behavior - the educational objective taking priority over individual needs
- 5) Procedural Requirement due process seen as highly important in order to initiate progressive discipline and avoid grievances
- 6) Administrative Prerogative - autocratic behavior on a temporary basis as required by the immediate circumstances.

Summary

This investigation was conducted to determine the consistency of decisions made by administrators in response to hypothetical problems related to the negotiated teacher contract.

Analysis of the data revealed: a wide variation between the responses of central office personnel and those of building and department administrators (33% agreement); a significant variance between building administrators (41% agreement with the central office) and department adminis-

trators (31% agreement); and significant variances among age groups (While two age groups, 36 - 45 and 56 - 65, were closer in agreement with the central office, the older group displayed a smaller range of scores).

Rationale supporting the respondents' choices indicated: humanistic and person-oriented reasoning in the category of Leaves; concern with professionalism in the area of Evaluations; and a focus on student needs and professional ethics when dealing with Working Conditions.

The findings suggest that the negotiated teacher contract was: not perceived as greatly prescriptive; or was misinterpreted; or was ignored by administrators when choosing solutions. Also, all provisions of the contract were not equally understood or enforced, as evidenced by significantly lower scores in the areas of Leaves and Evaluations.

CHAPTER V

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

Summary

It is predicted that the role of collective bargaining will continue to grow in the public school systems. In the past few decades it has considerably altered the ways in which things are done in the educational environment. While administrators have often based their decision-making on intuition or a personal style of leadership, it is becoming increasingly necessary that management decisions also reflect a knowledge of the district teachers' contract. Since the building administrators have not usually been included on the negotiating teams, it takes a self-initiated effort on the part of the administrators to familiarize themselves with the contract language and to understand which clauses are prescriptive and which allow for liberal interpretation. At this point, the philosophy of the central office can influence decision-making by communicating to the subordinate administrators what the "spirit" of the contract should be.

A review of literature on collective bargaining has focused on the process of negotiation. Beyond that, there has been little research addressing the management of the contract after it has been signed. Most studies stated the presumption that the contract would have a profound effect

on the authority and leadership position of the principal and other building level administrators, leading to the stifling of individuality.

Johnson⁵², on the other hand, thought it more likely that the same contract would be interpreted and implemented very differently - even by schools in the same district. She suggested that this might not necessarily be deemed problematic.

It was the purpose of this study to try to determine whether or not the administrators of a large suburban district would be consistent with each other and central office personnel when solving problems related to specific areas of the negotiated teacher contract.

Since the adoption of the latest teachers' contract in August of 1985, building administrators have been involved in the process of managing its provisions at each of the four high school sites. Each school is, of course, different, as are the managerial styles of the administrators. It was not within the scope of this investigation to determine or analyze the characteristics that contribute to a school's uniqueness or to analyze administrative leadership styles.

⁵²Johnson, Teacher Unions in Schools, p.172.

The participants in this survey were building and department administrators. Each of the sixty-nine respondents was asked to complete a two part questionnaire. The procedure followed these steps:

1) Management Profile

The respondents completed a management profile sheet which asked for personal and professional information.

2) Problems/Vignettes

Hypothetical problems (15) simulating typical but complex situations requiring administrative judgment were presented in the form of vignettes.

3) Solutions

Four solutions were listed with each vignette. The respondent was asked to choose the one best solution to the situation.

4) Open-ended Responses

The respondent was then asked to give a very short rationale for the choice.

5) Scores

Respondents' answers were scored against a key developed from the answers determined by the central office personnel to be the most appropriate under the current contract.

6) Data Treatment

- a. Scores of administrators were categorized according to work site, role, experience, age, sex and academic background.
- b. The mean scores of the sub-groups were calculated.
- c. A one-way analysis of variance with a significance of .05 was applied to the means.
- d. The open-ended responses were analyzed and classified by any recurring characteristics.

Conclusions

Research Question #1 investigated the consistency in problem-solving between the central office personnel responsible for contract administration and the administrators at the work site. The data revealed only 33.3% agreement, leading to the conclusion that there is very liberal interpretation and implementation of the contract. This contradicts the assumption that the use of a negotiated contract inevitably has led to more centralization of decision making.

Research Questions #2, #3 and #4 compared the consistency of responses among the sixty-nine administrators participating in the study (exclusive of central office personnel).

Work site - There was no significant variation in the responses of the administrators at the four building

sites. This was perhaps due to a homogeneity of resources at each site and the regular communication among the staffs.

Role - When respondents were separated by their roles as building administrators or department administrators, there was a significant variation in their mean scores (building administrators, 6.1, department administrators, 4.7). The conclusion drawn from this data is that building administrators, who deal more frequently with a wide spectrum of contract-related situations in the performance of their duties, will act more appropriately with these problems relative to contract interpretation. They also benefit from more frequent communication with one another and the central office administrators.

Experience - There was a trend toward greater agreement with the central office as the experience of the administrators increased. However, there was not a statistically significant difference in the mean scores of those with little, moderate or extensive experience. The administrators with three years or less in their position scored the lowest in this survey.

Age - It followed that when the administrators were too young to have accumulated ten years or more of experience (25-35 years of age), they also received the lowest scores as a group. However, there was a significant variance among the age groups, with mean scores ranging from 4.0 - 5.8. The oldest administrators were most consistent with

each other and had the highest mean score along with those in age group 36-45.

Sex - The sex of the administrator had no bearing on the decisions made regarding the hypothetical situations.

Academic Background - An attempt was made to determine whether the undergraduate major of the participant would relate to the responses made in the survey. The analysis showed no significant variance among the administrators when classified by five major areas of academic study.

Research Question #5 was concerned with specific subject areas of the contract. The fifteen vignettes had been developed to represent typical situations which involve teachers and necessitate intervention, aid or decision making by an administrator at the department or building level.

Respondents were most successful with the problems related to Working Conditions (mean = 2.5 of possible 5.0). However, there was a significant variance between the responses of building administrators (mean = 3.1) and department administrators (mean = 2.3). Perhaps this is true because building administrators deal with the total resources allotted to a school (budget, staff, curriculum, students, etc.) as they relate to working conditions, and department administrators focus only on a portion of the

operational data, with little knowledge of how their decisions might affect other aspects of the program.

An understanding of the relationship of departmental resources to the total educational picture of the school and the district would be a valuable aspect of the training provided for departmental administrators. Decisions made without this insight might exacerbate a developing problem and eventually lead to dissatisfaction and grievances of the staff.

It was in the area of Evaluations that department administrators scored lowest. It was also in this area that the greatest divergence occurred between all administrators and the central office in the responses (21% agreement). The emphasis was on lengthening procedures to ensure due process or avoid grievances. There was a reluctance to deal in an assertive or timely fashion with the evaluation of another professional.

Problems that involved the contract provision of Leaves and Absences were solved consistently by building and departmental administrators. When measured against the decisions of the central office, however, they agreed in only 29% of the cases.

The respondents cited the "intent" of the contract in 56% of their open-ended responses. The fact that they still solved the majority of problems differently than the central office would have, indicates either a lack of

contract knowledge or a desire to interpret the contract more liberally. It is up to a district to decide whether or not flexibility in this area is desirable in order to accommodate the many and varied reasons for employee absences.

Recommendations

It was anticipated that the negotiated teacher contract would take priority over other influences in the solution of the problems presented. Indeed, in 56% of the cases, administrators cited the contract as the reason for their responses. Even though the contract was the basis for their rationale in the majority of instances, it was surprising to see only a 33% solution agreement between the participants and the central office personnel.

This would logically indicate a closer examination and assessment of contract management practices. It is quite possible that existing variations are not problematic, and may even contribute in a positive manner to the climate and functioning of the schools. Even so, it would be desirable to determine which areas of the contract are most often subject to inconsistent administration, and why. The data collected in this study suggest the following possibilities:

- 1) administrators know the contract but prefer to follow their own instincts and/or leadership

style;

- 2) they are familiar with the language of the document but misinterpret it; or
- 3) they lack specific knowledge regarding the provisions and intent of the contract.

Once it is determined that inconsistencies exist and causes are evaluated, it is important to develop a formal training program for all administrators who are in some way responsible for the implementation of the negotiated teacher contract. It would be too costly to invest authority in those lacking knowledge of the contract and labor relations skills.

A training program should be positive in nature rather than remedial or punitive; it should include as many administrative positions as possible rather than being directed only toward the higher levels of authority; and to be effective it would include a dissection of the contract, its language and clauses.

In addition to lectures, it would be helpful to include simulation exercises to increase exposure of administrators to typical contract related situations. Gorton suggested the use of the case study method to train administrators. As he pointed out, "the crucial test for the student of administration is whether he or she can effectively come to grips with the main problem which is left

unresolved at the end of each case."⁵³ The total exercise is designed to help the administrator define the nature of the problem, evaluate its seriousness and the necessity for some type of immediate action, assess various alternatives and choose the most appropriate plan to implement the contract.'

Finally, special attention might be given to the importance of personnel evaluation in a public institution. An inservice program related to, but separate from, the contract management training would be specifically designed to enhance the ability of administrators to make timely and appropriate decisions regarding the quality and needs of the staff under their supervision

Recommendations for Further Study

This study sought to determine the significance of variance in the responses of administrators in a large district to problems related to the negotiated teacher contract. The respondents were exceptionally receptive to the research instrument with its case study format. The nature of the topics and the forced choice as well as

⁵³Gorton, Conflict, Controversy and Crisis in School Administration and Supervision, p. 9.

open-ended responses of the participants suggested possible research in the following:

- 1) A similar study could be designed for a smaller school district or a single high school to determine whether there exists a variation of interpretation of the same contract among the administrators.
- 2) This study was completed with the cooperation and input of administrators who had had little training in contract management. Six (6) of the sixty-nine (two aged 36-45, two aged 46-55, two aged 56-65) respondents reported having received formal training in collective bargaining or contract management. A three-part survey could be completed using: a pre-test to assess contract knowledge and decision-making styles; a workshop in contract interpretation and management; and a post-test to determine the effects of formal training on the decision-making of the participants.
- 3) There has been little research that investigated the actual impact of the negotiated contract on the roles of the principals and their designees. Most studies have focused on the principals' perceptions or assumptions regarding the effects of a contract on their performance. A long term study might examine the actual behavior of administrators to

determine whether there is a positive relationship between the existence of a contract and their decision-making. Perceptions of a principal regarding the impact of the contract in a hypothetical situation may be very different from the actions taken under real conditions.

- 4) A study might attempt to measure the relationship of teachers' satisfaction and their perception of contract management, leadership styles of the administrators and the success of the school. The insight provided by teachers may help explain either the strict adherence to contract regulations or the liberal renegotiation of the contract at the work site.

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APPENDIX

Dear Colleague,

I am very appreciative of Dr. Stevens' endorsement of this study and your willingness to participate.

The questionnaire and problem set will take approximately thirty minutes to complete. The cases presented are real and have been drawn from a variety of sources. More than fifty practicing administrators in the Chicago area developed and refined the various answers according to their administrative style and the influence of their working conditions. Each answer is, therefore, a viable choice under certain circumstances.

After you complete the management profile questionnaire, please read each problem, choose the solution which you feel would be the best choice given your present working conditions, and state, in a word or phrase, the primary reason for your choice.

When you've completed the problem set, please return it in the envelope provided, through the inter-school mail. It is my hope that you will be able to return it to me within one week.

Thank you very much for taking time to share your valuable expertise.

Sincerely,

Ron O'Brien

MANAGEMENT PROFILE

PLEASE CHECK OR FILL IN THE BLANK SPACE AS APPROPRIATE.CURRENT POSITION:

Building Administrator _____ Department Administrator _____

Number of years in this position: _____

Primary reason for having sought this position:
leadership _____ status _____ professional development _____
money _____ service _____Percent of time spent on administrative duties:
100% _____ 50% _____ 40% _____ 30% _____ 20% _____ 10% _____
Off-duty time committed to your job in hours per/week _____

AGE; 25-35 _____ 36-45 _____ 46-55 _____ 56-65 _____ 65+ _____

SEX; female _____ male _____

ACADEMIC TRAINING;Undergraduate major(s) _____
_____Graduate major(s) _____

Have you taken a course in contract management? yes ___ no ___

Have you taken a course in collective bargaining? yes ___ no ___

OTHER EXPERIENCE:

Total number of years in the education profession: _____

Total number of years in school district #87: _____

Give the job title you held prior to your current position:

Time served in the prior position: _____ years

(1)

FOR EACH OF THE FOLLOWING VIGNETTES CIRCLE THE LETTER
OF THE ONE SOLUTION TO BE THE
BEST OF THOSE SUPPLIED.

USE YOUR CURRENT ADMINISTRATIVE POSITION AND WORKING
CONDITIONS AS YOUR FRAME OF REFERENCE.

(2)

STATE, IN A WORD OR PHRASE, THE
PRIMARY REASON FOR YOUR CHOICE.

(3)

WHEN YOU HAVE COMPLETED THE PROBLEM SET, PLACE IT IN THE
RETURN ENVELOPE PROVIDED, AND SEND IT TO ME THROUGH
THE INTER-SCHOOL MAIL.

THANKS!

L - 1

Mrs. Carlson, a dedicated and valuable staff member, returns to work after a two day absence due to a death in the family. She informs you that her uncle, who was just like a father, passed away. She has only one of two personal leave days remaining and points out that while she was absent for two full days, it was necessary to have someone substitute for only one final exam period on the first day, and the second day was only a teacher work day. Mrs. Carlson asks that, because of her close relationship with her uncle, the days be counted as sick leave.

You resolve the problem this way:

- a) Deduct one day's pay, and allow the use of one personal day.
- b) Allow her to use two days of sick leave.
- c) Deduct the cost of a substitute from her pay, allow one personal day.
- d) Allow one day of sick leave and one personal day.

PRIMARY REASON FOR YOUR CHOICE: _____

L - 2

Miss Martin has requested a substitute, one week in advance, for a dental appointment and wants it charged to sick leave. You ask her about the necessity for the appointment during school hours and learn that she cannot schedule it at any other time because her dentist's office hours are not compatible with her schedule.

Your response to Miss Martin is:

- a) The absence will be charged to sick leave.
- b) You will be permitted to go, provided you return to school following the appointment.
- c) You will be allowed 1/2 day of sick leave.
- d) You must use personal leave time in this situation.

PRIMARY REASON FOR YOUR CHOICE: _____

L - 3

On Monday, the first day after spring break, Joe Fisher is absent from school. He calls to tell you that a tornado has touched down at his Wisconsin condominium. There has been no damage to his property, but he is on the homeowners' board, and a meeting of the board has been called for Monday. He insists his attendance at the meeting is a must.

The action you take is:

- a) Deduct one day's salary. Personal leaves are not allowed immediately following a vacation.
- b) Approve it as a personal leave day.
- c) Deduct the substitute's salary for the day from Mr. Fisher's next pay check.
- d) Allow Joe to make up the time missed during the summer or with a special project.

PRIMARY REASON FOR YOUR RESPONSE: _____

L - 4

You accidentally learn that Mr. Ball has arranged, two days in advance, for Mr. Adair to "cover" his first hour class because he will be taking a family member to the airport. When questioned, Mr. Ball tells you that he feels this practice is perfectly legitimate because Mr. Adair, another teacher in his department, is qualified to teach the class, and he will do the same for Mr. Adair at a later date.

Your response is:

- a) It's "O.K." this time, but it will not be acceptable in the future.
- b) It is allowable as it qualifies as an emergency.
- c) Mr. Ball must be charged with personal leave time.
- d) Issue written reprimands to Mr. Ball and Mr. Adair.

PRIMARY REASON FOR YOUR RESPONSE: _____

L - 5

On Tuesday morning, Mr. Allen informed you that he would be taking personal leave on Thursday. Mr. Allen was reminded to have everything in order for the substitute.

On Thursday, after the first period, the substitute teacher complains that the instructions left by Mr. Allen are unclear and inadequate, and he has spent the majority of the period inventing things to keep the students busy. Upon examination of the instructions, you also find them to be inadequate.

Upon Mr. Allen's return you:

- a) Hold a conference with Mr. Allen at which time he must explain his instructions to you. You then provide him with constructive suggestions.
- b) Issue Mr. Allen both a verbal and written reprimand.
- c) Make sure that all teachers have developed a "substitute folder".
- d) In the future, require Mr. Allen to turn in substitute plans beforehand so they can be checked.

PRIMARY REASON FOR YOUR CHOICE: _____

_____.

E - 6

For the first year, the music teacher received satisfactory evaluations. In his second year, Mr. Drummond was assigned to teach a mixed class of beginning students in guitar, piano and drums. While he had taught each of these instruments individually, he had never taught them during the same period.

Problems arose in this class, and you find it necessary to give an unsatisfactory evaluation to the music teacher.

You must recommend, to your superior, action to be taken regarding Mr. Drummond due to the unsatisfactory evaluation.

What will you do?

- a) Extend the probationary period for the music teacher.
- b) Develop a remedial treatment plan for Mr. Drummond, and re-evaluate him using the new guidelines.
- c) Recommend dismissal of the music teacher, stating the reasons.
- d) The conditions make the class unteachable. Re-design the class, and then re-evaluate Mr. Drummond.

PRIMARY REASON FOR YOUR RESPONSE: _____

_____.

E - 7

Patrica Rutledge is employed as a teacher of the behavioral-ly disordered. During November of the current school year she received satisfactory ratings in all areas. However, you did note several possibilities for improvement, and you made six suggestions in the last section of the evaluation instrument.

In December, you send Miss Rutledge a memo outlining several shortcomings and ask her to meet with you to review her teaching and establish work goals for the next several months.

In March, you again formally evaluate Miss Rutledge. Your evaluation is generally negative, and in it you state that she failed to meet the performance goals established in December. "Satisfactory improvement in the areas of concern and fulfillment of administrative expectations for improvement noted in this evaluation must be demonstrated immediately and during the next school year, or I will not recommend renewal of your contract."

Miss Rutledge refuses to sign the evaluation form, claiming the phrase "or I will not recommend renewal of your contract" is a form of discipline.

Your recommendation to your superior regarding this teacher:

- a) Submit a written report indicating that Ms. Rutledge refused to sign. Send Ms. Rutledge a copy.
- b) Arrange a meeting with Ms. Rutledge, the superintendent and yourself.
- c) Delete the phrase "or I will not recommend renewal of your contract" and prepare a formal letter of remediation.
- d) Try to give her remedial help; if she refuses it - don't renew her contract.

PRIMARY REASON FOR YOUR RESPONSE: _____

E - 8

The supervisor, Mr. Petersen, enters Mrs. Clark's classroom before the period begins and informs her that he is there to observe her teaching. He carefully records his observations for the entire period and, before leaving, asks her to meet with him to discuss his observations.

At the meeting Mrs. Clark, a tenured teacher, objects to this observation being used as a formal evaluation and will "take it to the teachers' union" if it is used. She maintains that the unannounced visit was unfair because it upset her, and having an administrator in the classroom inhibited the students. She states that they were reluctant to discuss the scene of potential suicide in The Winter of Our Discontent.

Mr. Petersen should:

- a) Tell Mrs. Clark that unannounced visits may and should be made.
- b) Use the evaluation, with the teacher's comments attached.
- c) Not use this visit as part of the formal evaluation and schedule another observation time with Mrs. Clark.
- d) Remind her that there is no contract violation and if she wishes, she can "take it to the union".

PRIMARY REASON FOR YOUR RESPONSE: _____

E - 9

Jane McDowell, a second year teacher in the history department, complains to you that her latest evaluation is negative and was completed without actually observing her in the classroom setting.

Four other evaluations have been completed in the history department this year, all of which are positive and relate to tenured staff members. These teachers have voiced no dissatisfaction with their evaluations.

What action do you take?

- a) Meet with the teacher and the evaluator to determine whether observation took place.
- b) Confer with the evaluator regarding his methods.
- c) Insist that the evaluator develop new evaluations for all five history department members, and verify his observation of classroom instruction in each case.
- d) Make several visits to Jane's class, and then discuss your observations with the evaluator.

PRIMARY REASON FOR YOUR RESPONSE: _____

E - 10

Jim Holt is teaching in your school for the first time, although he has been an employee of the district assigned to another building for many years. He is assigned to only two classes in your department and will teach three in his "home" school in a different part of the district.

As Jim's supervisor for two periods each day, you ask him to share his self-evaluation with you. He responds: "I have no intention of sharing it with you. I am required to show this self-evaluation to my home school supervisor only. I did not ask for this assignment, and I will be returning to my home school next year anyway. I'll teach the two classes each day and be gone."

As Mr. Holt's "second" supervisor, your action in this case is to:

- a) Document Mr. Holt's unprofessional behavior and proceed with an evaluation.
- b) Point out to Mr. Holt that both supervisors contribute to his evaluation.
- c) Arrange a meeting with the home supervisor, Mr. Holt and yourself.
- d) Have him develop another self-evaluation relating to his duties in your building.

PRIMARY REASON FOR YOUR RESPONSE: _____

W - 11

Both social science teachers are tenured. They are part of a ten teacher department which has been required to furnish a rather comprehensive outline for each course taught this semester. You have been holding the outlines submitted by the teachers. While waiting for the last two, you are getting calls and reminders from your superior.

Finally you decide to press the two teachers for their outlines. As expected, the first, who is chronically late, promises to get his in by Friday. The second teacher, however, unexpectedly makes the comment, "Don't bother me with that stuff. I'm not an elementary school teacher, and I know my business."

As his supervisor, your reaction is:

- a) Turn in the outlines that have already been submitted.
- b) Prepare documentation of the lack of cooperation, and forward it to your superior.
- c) Establish a deadline, and remind him of his job description.
- d) Hold a conference with the teacher so that he understands his responsibility for such work.

PRIMARY REASON FOR YOUR RESPONSE: _____

W - 12

Mr. Jordan has been a physical education teacher and successful coach in the system for over 15 years. Over the years Mr. Jordan has been warned several times about his verbal and physical mishandling of students, and the incidents seem to subside after warnings. The latest incident, the second this year, occurred while Mr. Jordan was on hall supervision.

Jimmy, a student who is regularly tardy for class, and several other students are confronted by Mr. Jordan in the hallway where Jimmy is called a "jag" and is poked on the shoulder with sufficient force to leave a red mark and cause pain. Jimmy complains to you that he is hurt and has been embarrassed in front of his friends.

After investigating the incident, you meet with Mr. Jordan. His response to you when confronted is that he did not use excessive physical force, that his actions were appropriate for this student, and that all of his past performance evaluations have been satisfactory. He complains that he needs more help for supervising at this time of day.

Your action in this case is:

- a) Give Mr. Jordan an oral reprimand, follow it up in writing, and issue a letter of remediation.
- b) Document the incident, and place a copy in Mr. Jordan's file.
- c) Write a letter of reprimand to Mr. Jordan, and investigate the need for more hall supervisors.
- d) Lower his next evaluation indicating a negative behavior pattern.

PRIMARY REASON FOR YOUR RESPONSE: _____

W - 13

Two third-hour English classes are out of balance for second semester. Mrs. Arthur's class numbers twenty-six, and Mr. Engel's class roster has eighteen names. You have been asked to change the schedules of some students in order to balance the class sizes.

Upon investigation you find that Mr. Engel's first semester class started out with twenty-four students, and six either failed or chose not to continue second semester. All of Mrs. Arthur's twenty-six students have continued with her for the second semester. Neither class exceeds the size guidelines, and both teachers meet the same total number of students during the day.

Your decision is to:

- a) Inform the teacher(s) that the classes will remain as is, based upon the total number of students each teacher has.
- b) Step up the observation/evaluation process for Mr. Engel, and praise Mrs. Arthur.
- c) Schedule changes for students where possible.
- d) Ignore the request - it is trivial.

PRIMARY REASON FOR YOUR RESPONSE: _____

W - 14

You believe it is beneficial for teachers of honor students to meet with the parents of those students. Not only will this afford the teacher an opportunity to clarify certain aspects of the program, but it will also serve to enhance public relations in the community.

You are planning a 7:00 p.m. meeting on a Wednesday evening and have asked all of the teachers of honors courses to attend. Two teachers object to participation without compensation.

Your reaction is:

- a) Excuse them, and arrange their schedules next year to exclude honors courses.
- b) Give compensation for their time, such as early dismissal at the end of the day or the school year.
- c) Tell them they will be there, as it is part of their job.
- d) Explain to them that they are not required to attend and they should use their professional judgment in deciding whether to attend.

PRIMARY REASON FOR YOUR RESPONSE: _____

W - 15

While developing the master schedule for next year, you discover that the large number of student requests for a particular laboratory class can only be satisfied by adding two classroom sections. There is only one laboratory suitable for the subject, and it is filled each period of the day.

To best meet student needs, you decide to add two classes to the day by placing one in a time slot before the regular first period, and the second in the slot just after the last regular period of the day.

There are several teachers qualified to teach the added classes, but none volunteer, and you cannot hire any part time teachers.

Your solution to the problem is:

- a) Offer an incentive such as money or preparation time.
- b) Assign teachers to the classes, making sure that their workday does not exceed the normal length.
- c) Assign teachers on a rotating schedule.
- d) Give preference to senior students and counsel the rest into other courses.

PRIMARY REASON FOR YOUR RESPONSE: _____

APPROVAL SHEET

The dissertation submitted by Ronald J. O'Brien has been read and approved by the following committee:

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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 Education.

May 12, 1986
Date

Max A. Bailey
Director's Signature.