1975

An Analysis of Contrasts between Boards of Education and Associations of Administrators in Selected School Districts in the United States

Stewart Liechti
Loyola University Chicago

Recommended Citation
http://ecommons.luc.edu/luc_diss/1538

This Dissertation is brought to you for free and open access by the Theses and Dissertations at Loyola eCommons. It has been accepted for inclusion in Dissertations by an authorized administrator of Loyola eCommons. For more information, please contact ecommons@luc.edu.

This work is licensed under a Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License.
Copyright © 1975 Stewart Liechti
AN ANALYSIS OF CONTRACTS BETWEEN BOARDS OF EDUCATION
AND ASSOCIATIONS OF ADMINISTRATORS
IN SELECTED SCHOOL DISTRICTS IN THE UNITED STATES

By

Stewart R. Liechti

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

June
1975
ACKNOWLEDGMENTS

The author gratefully acknowledges that this dissertation depended heavily upon the cooperative and sympathetic efforts of many other people. His dissertation committee consisting of Dr. Melvin P. Heller, Dr. Max Bailey, and Dr. Jasper Valenti, supplied abundant advice and counsel. Dr. Robert Jozwiak of the National Association of Elementary School Principals was instrumental in this effort by providing the basic data for the study. The administrators of East Maine School District #63 of Niles, Illinois, gave generously of their time and knowledge. Selected school administrators in both Michigan and New York were equally willing to share their experiences and knowledge with the author. The most important help and direction, however, was provided by Dolores, the author's loving wife, whose willingness to share in the task was always complete, positive, and unquestioning.
VITA

The author, a resident of Villa Park, Illinois, is married and the father of five children. A graduate of the Cicero Public Schools, he obtained his Bachelor of Music Education degree from DePaul University of Chicago. While teaching instrumental music in Addison, Illinois, he completed a Master of Arts degree in School Administration at DePaul University. He is presently employed as a school principal in School District #63, Niles, Illinois.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACKNOWLEDGMENTS</td>
<td>iii</td>
</tr>
<tr>
<td>VITA</td>
<td>iv</td>
</tr>
<tr>
<td>LIST OF TABLES</td>
<td>vii</td>
</tr>
<tr>
<td>Chapter</td>
<td></td>
</tr>
<tr>
<td>I. THE SCHOOL PRINCIPALSHIP</td>
<td>1</td>
</tr>
<tr>
<td>An Evolving Role</td>
<td></td>
</tr>
<tr>
<td>Collective Bargaining and the School</td>
<td></td>
</tr>
<tr>
<td>Need for This Study</td>
<td></td>
</tr>
<tr>
<td>Purpose of This Study</td>
<td></td>
</tr>
<tr>
<td>Procedure for the Study</td>
<td></td>
</tr>
<tr>
<td>Limitations of the Study</td>
<td></td>
</tr>
<tr>
<td>II. RELATED STUDIES</td>
<td>32</td>
</tr>
<tr>
<td>III. A SUMMARY OF THE CONTRACTS</td>
<td>53</td>
</tr>
<tr>
<td>Board Rights and Responsibilities</td>
<td></td>
</tr>
<tr>
<td>Administrator Rights and Responsibilities</td>
<td></td>
</tr>
<tr>
<td>Negotiations Provisions</td>
<td></td>
</tr>
<tr>
<td>Salary and Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>Provisions Pertaining to State and Federal Laws</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Provisions</td>
<td></td>
</tr>
<tr>
<td>IV. A WEIGHTING AND ANALYSIS OF THE CONTRACTS</td>
<td>87</td>
</tr>
<tr>
<td>Total Weightings - All Hypotheses</td>
<td></td>
</tr>
<tr>
<td>Weightings of Contractual Provisions Related to the Propositions</td>
<td></td>
</tr>
<tr>
<td>The Propositions Considered</td>
<td></td>
</tr>
<tr>
<td>V. CONCLUSIONS, IMPLICATIONS, AND RECOMMENDATIONS</td>
<td>130</td>
</tr>
<tr>
<td>Hypothesis I - Conclusions</td>
<td></td>
</tr>
<tr>
<td>Hypothesis I - Implications</td>
<td></td>
</tr>
<tr>
<td>Hypothesis II - Conclusions</td>
<td></td>
</tr>
<tr>
<td>Hypothesis II - Implications</td>
<td></td>
</tr>
<tr>
<td>Hypothesis III - Conclusions</td>
<td></td>
</tr>
</tbody>
</table>
|   Hypothesis III - Implications has been modified by a large number of characters
### Chapter V. CONCLUSIONS, ... (Continued)

- Hypothesis IV - Conclusions
- Hypothesis IV - Implications
- Collective Bargaining Implications
- Recommendations

### Appendix

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. SUMMARY OF THE WEIGHTING VALIDATION PROCESS</td>
<td>184</td>
</tr>
<tr>
<td>B. CONTRACT ANALYSIS FORM</td>
<td>187</td>
</tr>
<tr>
<td>C. SUMMARY OF ADMINISTRATOR INTERVIEWS</td>
<td>192</td>
</tr>
</tbody>
</table>

BIBLIOGRAPHY                                      | 196  |
### LIST OF TABLES

<table>
<thead>
<tr>
<th>Table</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total Weightings of All Contracts - All Hypotheses</td>
<td>88</td>
</tr>
<tr>
<td>2</td>
<td>Total Weightings of All Contracts - Hypothesis I</td>
<td>89</td>
</tr>
<tr>
<td>3</td>
<td>Total Weightings of All Contracts - Hypothesis II</td>
<td>89</td>
</tr>
<tr>
<td>4</td>
<td>Total Weightings of All Contracts - Hypothesis III</td>
<td>90</td>
</tr>
<tr>
<td>5</td>
<td>Total Weightings of All Contracts - Hypothesis IV</td>
<td>90</td>
</tr>
<tr>
<td>6</td>
<td>Connecticut Total Weightings</td>
<td>91</td>
</tr>
<tr>
<td>7</td>
<td>Connecticut Hypothesis I</td>
<td>92</td>
</tr>
<tr>
<td>8</td>
<td>Connecticut Hypothesis II</td>
<td>92</td>
</tr>
<tr>
<td>9</td>
<td>Connecticut Hypothesis III</td>
<td>92</td>
</tr>
<tr>
<td>10</td>
<td>Connecticut Hypothesis IV</td>
<td>92</td>
</tr>
<tr>
<td>11</td>
<td>Massachusetts Total Weightings</td>
<td>93</td>
</tr>
<tr>
<td>12</td>
<td>Massachusetts Hypothesis I</td>
<td>93</td>
</tr>
<tr>
<td>13</td>
<td>Massachusetts Hypothesis II</td>
<td>93</td>
</tr>
<tr>
<td>14</td>
<td>Massachusetts Hypothesis III</td>
<td>94</td>
</tr>
<tr>
<td>15</td>
<td>Massachusetts Hypothesis IV</td>
<td>94</td>
</tr>
<tr>
<td>16</td>
<td>Michigan Total Weightings</td>
<td>94</td>
</tr>
<tr>
<td>17</td>
<td>Michigan Hypothesis I</td>
<td>95</td>
</tr>
<tr>
<td>18</td>
<td>Michigan Hypothesis II</td>
<td>95</td>
</tr>
<tr>
<td>19</td>
<td>Michigan Hypothesis III</td>
<td>95</td>
</tr>
<tr>
<td>20</td>
<td>Michigan Hypothesis IV</td>
<td>95</td>
</tr>
<tr>
<td>21</td>
<td>New Jersey Total Weightings</td>
<td>96</td>
</tr>
<tr>
<td>22</td>
<td>New Jersey Hypothesis I</td>
<td>96</td>
</tr>
</tbody>
</table>
Table

23  New Jersey Hypothesis II ........................................... 96
24  New Jersey Hypothesis III ......................................... 97
25  New Jersey Hypothesis IV .......................................... 97
26  New York Total Weightings ....................................... 97
27  New York Hypothesis I ............................................. 98
28  New York Hypothesis II ............................................ 98
29  New York Hypothesis III ........................................... 98
30  New York Hypothesis IV ............................................ 98
31  Comparison of State Groups on Total Weighting ............. 99
32  Comparison of State Groups on Hypothesis I ................. 99
33  Comparison of State Groups on Hypothesis II ............... 99
34  Comparison of State Groups on Hypothesis III ............. 100
35  Comparison of State Groups on Hypothesis IV ............. 100
36  Weightings of Individual Propositions All Contracts   
    Hypothesis I .................................................. 101
37  Weightings of Individual Propositions All Contracts   
    Hypothesis II ................................................ 101
38  Weightings of Individual Propositions All Contracts   
    Hypothesis III ............................................... 101
39  Weightings of Individual Propositions All Contracts   
    Hypothesis IV ............................................... 102
40  Weightings of Individual Propositions - Connecticut   
    Contracts ..................................................... 103
41  Weightings of Individual Propositions - Massachusetts 
    Contracts ...................................................... 104
42  Weightings of Individual Propositions - Michigan       
    Contracts ..................................................... 105
43  Weightings of Individual Propositions - New Jersey     
    Contracts ..................................................... 106
44  Weightings of Individual Propositions - New York       
    Contracts ..................................................... 107
<table>
<thead>
<tr>
<th>Table</th>
<th>Mean Percentages of All Propositions Related to Hypothesis</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>I by State</td>
<td>126</td>
</tr>
<tr>
<td>46</td>
<td>Mean Percentages of All Propositions Related to</td>
<td>127</td>
</tr>
<tr>
<td></td>
<td>Hypothesis II by State</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Mean Percentages of All Propositions Related to</td>
<td>128</td>
</tr>
<tr>
<td></td>
<td>Hypothesis III by State</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Mean Percentages of All Propositions Related to</td>
<td>128</td>
</tr>
<tr>
<td></td>
<td>Hypothesis IV by State</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Mean Percentages of All Propositions Related to</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td>All Hypotheses by State</td>
<td></td>
</tr>
</tbody>
</table>
CHAPTER I

THE SCHOOL PRINCIPALSHIP

An Evolving Role

If there ever was a generally agreed to role of the school principal, it is equally true that many factors have led observers to believe that it is now evolving into some new form. Many of the factors causing this evolution have been analyzed in the literature. It may even be suggested that more consensus occurs in the profession on what is changing the principal's role than what it will be.

One major force that has and will continue to affect the role of the principal is the shifting pattern of decision-making power. This shift seems to be the result of societal changes that includes teacher collective action, minority group aspirations, the youth movement, the technological explosion, and educational muchraking. Each of these factors has contributed to the increasing pressure borne by all public administrators, including school principals.

Collective action by teacher groups may be one of the most well known developments in education during the last ten years. That teachers

---


have become organized and able to wield power is now a moot point.

"... Teachers are determined to have a voice about the conditions in which they work. They expect a more equitable share in this affluent society which their services have significantly helped to create. ... I think, however, that teachers are militant; that is, ready to fight for public recognition and respect."3

Dealing with problems in a collective manner is an American method. Labor has pointed out by example that group power far exceeds the sum of individual attempts at changing working conditions. It is interesting to note that it took teachers much longer to arrive at this conclusion than many other employee groups. In any event the teachers have followed what may be called a pattern in American social development and are now represented as a collective group with power at all levels of government.

This has altered roles within the school.

"As teachers seek the right to develop all policies bilaterally, the new policies can, and often do, preclude former administrative prerogatives."4

When negotiations are completed the principal has all too often found that he was responsible for implementing a policy that was in conflict either with his philosophy or with the best interests of the children or both. The principal discovered that his prerogatives had been limited but his responsibility remained the same.

The use of collective negotiations by teachers has not only affected principal prerogatives, security, and authority but has seriously

---


4 Ibid., p. 45.
altered the professional dimension of his role. If instructional leadership is a major part of the principal's role and if collective bargaining continues to ignore the principal, then it would have been concluded that this aspect of his role will be changed. And, the principal is ignored when teachers bargain:

"And yet the net result of all this is that elementary school principals are, in too few instances, hardly involved at all in professional negotiations activities--either directly in the negotiating process or in the advisory capacity to either party to the process."\(^5\)

One observer is positive that teacher militancy and the resulting collective negotiations have reduced the principal's role:

"To subtract from the principal's position the dimension of responsibility for instructional leadership is to diminish significantly the professional component of his role and to reduce it to a managerial and foreman type. This is where the school principalship is undoubtedly headed unless by professional commitment and conscious professional effort such a trend is redirected."\(^6\)

It seems reasonable to conclude that teacher collective action has begun to alter the role of the principal.

But what of minority group aspirations? Do blacks want to change the role of the principal or will their aspirations do the same thing indirectly? The latter may be the result. One black observer states the reason most clearly:

"But the suspicion is universal that this school system practices a kind of covert racism of which it is sometimes unaware and which it consistently refuses to face. Have you ever wondered, for instance, why there are so few black teachers in these schools--and no black principals or assistant principals?"\(^7\)


\(^6\) Ibid., p. 7.

\(^7\) C. Shelby Rooks, "The Rebirth of Hope," The National Elementary Principal, XLVIII (September, 1968), p. 47.
American society has been racist and still is according to some minority group leaders. The schools reflect our society most directly and the principal reflects the school. Principals, among other white Americans, have failed to take black aspirations seriously. As Whitney Young has stated:

"Our educational institutions, like most American institutions, have for the most part been concerned with perpetuating what is and for serving those people who were useful to the system. They have not been prepared to educate poor . . . black Americans."

Blacks are now prepared and have begun to see that this is changed. In so doing one can assume that they will affect every part of the school system, generally, and the role of the principal, specifically. Blacks feel that the public school system has failed them and would like to see a competitor for it. The methods they employ for this change and the results obtained are far beyond the scope of this paper. However, it is safe to assume that whatever happens to minority aspirations will be reflected in some way in the role of the school principal.

The youth movement, a nebulous term at best, characterizes a third part of this analysis. Student protest and/or militancy is one of the dramatic aspects of recent societal developments. Once a form of behavior common to foreign universities, student protest has sifted down through the American school system until even the elementary school principal can't be sure that his clients will not organize and publicly dissent with some position he has taken. Why has this happened?

8 Ibid., p. 48.
10 Ibid., p. 27.
Because in the past decade our schools and universities have become a battleground for social change and often the center for protest, the child may quite naturally begin to view the school as the enemy and these feelings will extend to the teacher and principal as employees of the school.11

There's no question that students are becoming more militant in their search for change.

"Not only are students becoming more militant, but they are increasingly turning to the courts to enforce what they consider as their rights."12

The change in and elimination of dress codes is but one example of the success that students have had in removing the prerogatives that once had been within the realm of the administrator. There was a time when the principal could point with pride to his student council as an example of how democracy was at work in his school. Students did discuss their problems, parties, and other less than significant projects. They did not, however, deal with the basic issues of the school such as curriculum, textbooks, and teacher evaluation.

"Today, however, in a number of school systems students are being asked for their opinions in areas that reserved by the administration—the evaluation of teachers, what should be included in the curriculum, what textbooks will be used, what students will be allowed to wear, the design of a new school."13

Can the principal play a role of instructional leader under these new conditions? Can the principal play an authoritative role with a group of organized students who have access to, for example, national SDS leadership? Can the principal lead children when the atmosphere of the


school is charged with tension because the positions he takes differ radically from those of the student body? Although definitive answers to such questions would be difficult to obtain, it may be suggested that the fact that they are even asked shows how students have and will continue to affect the role of the principal.

The last factor that has and will continue to affect the pattern of decision-making power is the technological revolution. This factor is the result of newly generated information and the resulting complexity. The fact that more scientific information has been amassed since World War II than in the previous history of man now borders on being a cliche. Our society has acquired data on a geometric progression. We know more facts about more things, yet have found that as our total amount of information increases we develop even more possibilities for additional data.

This acquisition of information has led to a level of complexity in our daily lives that borders on science fiction. When Henry Ford developed and produced the Model T it was conceivable that he made every important decision based on his own knowledge and experience. At least one observer of our society suggests that the information we have acquired makes this form of decision-making power an anachronism:

"... that in modern industry a large number of decisions, and 'all' that are important, draw on information possessed by more than one man. Typically they draw on the specialized scientific and technical knowledge, the accumulated information or experience and the artistic or intuitive sense of many persons. And this is guided by further information which is assembled, analyzed, and interpreted by professionals using highly technical equipment."

Thus, information has created a new form of decision-making. And this form is not necessarily related to the lines of authority found on the organizational chart:

"Group decision-making extends deeply into the business enterprise. Effective participation is not closely related to rank in the formal hierarchy of the organization."15

This circumvention of the traditional lines of authority is a direct result of the power of information. Since every decision requires information and assuming that one person can no longer acquire all that is necessary for independent action, then it follows that the group will exercise this power.

"When power is exercised by a group not only does it pass into the organization, but it passes irrevocably . . . . If the decision required the combined information of a group, it cannot be safely reversed by an individual. He will have to get the judgment of other specialists. This returns the power once more to the organization."16

The massive acquisition of information has not been limited to the economic and industrial areas. Education, the learning process, and human development have likewise become areas of much complex knowledge. The young adult does not complete sixteen years of schooling and then understand or even experience the multitude of ideas, situations, and/or methods that may contribute to human development. Thus, even in schools a variety of specialists come together to make decisions about learners. The school principal is only one of these and his knowledge may or may not contribute to a particular decision. This leads to the obvious: how could the role of principal not but be changed by the information explosion of our time?

15 Ibid., p. 65.
16 Ibid., p. 67.
These four factors (i.e., teacher militancy, minority group aspirations, student activism, and the technological revolution) have come together to shift the patterns of decision-making power. These societal changes have tended to pull the vortex of power away from many authority figures. The school principal is one such example.

When Why Johnny Can't Read became a best-seller, it marked the opening of the battle between a loosely knit group of critics and the educational establishment. This battle appears to be continuing and growing in significance if one considers the number of critics the school has been able to attract during the last fifteen years.

This paper is too limited to analyze the forces that have produced these critical observers. However, it would be worthy to note that many of these critics are crying for change in what has been commonly called the "system". Paul Goodman led the way in 1956 when he wrote:

"We live increasingly, then, in a system in which little direct attention is paid to the object, the function, the program, the task, the need; but immense attention to the 'role' (author's italics) procedure, prestige, and profit... Naturally the system is inefficient; the over-head is high; the task is rarely done with love, style, and excitement, for such beauties emerge only from absorption in real objects; sometimes the task is not done at all; and those who could do it best become either cynical or resigned."\(^\text{17}\)

Since the appearance of Growing Up Absurd, educators have been deluged with volume after volume that cry for a change in the system, generally, and in the schools, specifically. Crisis in the Classroom, Education and Ecstasy, How Children Fail, Schools Without Failure, and Teaching as a Subversive Act all promote the thesis that something is rotten in the state of the schools.

"The most recent criticism of the educator is that he is ineffective. Marshall McLuhan asserts that public education is irrelevant. Norbert Wiener contends that it shields students from reality. John Gardner says that the school educates for obsolescence. Jerome Bruner implies that education is based on fear. John Holt assumes that education avoids the promotion of significant learnings, Paul Goodman claims that educators punish creativity and independence. Edgar Friedenberg indicates that educators are not doing what needs to be done."

How could this avalanche of criticism not but affect the role of the school principal?

And it has. This is best illustrated by the National Association of Elementary School Principals' own series of articles entitled, "Humanizing the Elementary School". By 1970 the principals collectively recognized that their schools had to change. Not only that the schools had to change but that they, the principals, had to be the change agents. The principal was the man in the middle and there by choice, because:

"What happens in the middle will determine not only the shape but also the texture of educational opportunities for children. The middle is where educational policy is translated into programs. The middle is where parents and teachers meet, where the community and the school are harmonized, and where cultural imperatives and children's needs are reconciled. In short, the middle is where things come together and the principal is the bearing which translates potential friction into useful momentum."

By proclaiming the need for change and their responsibility as leaders in this movement the principals have contributed to the evolution of their role.

The preceding represents only some of the societal changes that have influenced the role of the school principal. As the financial strength of school districts has deteriorated, coupled with the negative

---


view expressed publicly about school people and their work, a new trend is emerging for the seventies that has the potential to not only change the role of the principal but even eliminate it. The trend is, of course, accountability.

"It is the contention of the present writer that the fast generating nationwide demand for accountability is initiating the nomination of the American educators as the most likely candidate for the sacrificial lamb of the 1970's."21

Institutions are evolving. Roles are changing. The school principal is only one of many who has found that the nomothetic dimension of his professional life faces alteration. One more factor that will affect this change is administration collective bargaining.

Collective Bargaining and the School

A major change in school board-teacher communications has been the advent of collective bargaining as a means to establish working conditions. This different way of achieving agreement, as opposed to unilateral action by management, is now part of the public school environment.

"Negotiation is or will be, very much a part of almost every school administrator's life, like flu shots or the school lunch program... Sooner or later, a colleague or an author in some professional magazine such as this will wave his finger at him and observe that 'willy-nilly', we are all in this together and sooner or later the times will catch up with him."22

Considering collective bargaining in the public schools, the question emerges: what dimension does this form of communication add to

21 George A. Antonelli, op. cit., p. 11.
the workings of the institution? As do many procedural changes, the
question suggests both positive and negative possibilities. From the nega-
tive point of view, as may be the case in the perceptions of board mem-
bers and administrators, the question of authority becomes most important:

"The charge that the effect of labor unions and their program of col-
lective bargaining is to usurp managerial authority is an old one.
It is virtually coincident with the rise of unions themselves."\(^{23}\)

The question of management's discretionary authority has always become
predominant as union power has grown.\(^{24}\) The assumption seems to have
been that the scope of a collective bargaining agreement would be in-
versely proportional to management's freedom in decision-making.\(^{25}\) This
assumption is based on a premise of a unilateral decision-making process.

When, however, one considers decision-making as a bilateral pro-
cess, then collective bargaining becomes less of a threat to management
whether it be a board of directors or a board of education. Teachers
have gained the right to be involved with decisions that once had been
entirely within the realm of school board authority. Now teachers and
boards work jointly to seek outcomes to questions and situations that may
have originated as opposing points of view. In this type of situation,
collective bargaining becomes a method for accommodation by and for both
sides. As this process becomes more common in the schools, the so-called
traditional method of one-way decision-making is altered.

\(^{23}\) Neil W. Chamberlain, "Organized Labor and Management Control,"
The Annals of the American Academy of Political and Social Science,

\(^{24}\) Ibid., p. 153.

\(^{25}\) Ibid., p. 153.
Unfortunately, from the principal's side of the table, the alteration left him out of the entire process. The principal has realized this. One national principal's association publication stated the problem completely in these terms:

"... In too many cases the principal has found himself in the unfortunate role of the 'forgotten third party'. Principals are and should be concerned about necessary involvement in the total process of educational policy development. These concerns relating to educational decision-making continue to intensify as more and more employee groups organize to negotiate school district policy with boards of education."²⁶

Perhaps, this "left-out" feeling, based all too frequently on what had happened, explains why principals have felt the need to employ collective bargaining for themselves. As early as 1968 this idea was suggested in the "National Elementary Principal":

"In some negotiation situations the principal is considered to be with the administration; in others, he is with the teachers; and in yet others he is in the two men's land in between. How does a principal have to operate in order to be represented? For purposes of this discussion, the principal will be considered as an employee desirous of being heard along with others."²⁷

Dr. Louis N. D'Ascoli, Chairman of the Administrative Negotiations Committee, NYSASSA, was equally frank in pointing out the growing awareness among administrative groups for representation:

"A greater number of principals and other administrators have failed to organize despite the need to organize that is being felt at every administrative level."²⁸


It must be assumed that the principal, as an employee of the board whose status is higher than that of the teacher in the nomothetic dimension of role, is vitally concerned with the policies and actions of the board. Collective bargaining seems to have been adopted by principals because:

"... negotiations is a process of involvement of interested parties in decision-making relative to matters which affect him. The end product is rules, policies, regulations, guarantees and the like."29

Assuming the principal is concerned with the conditions under which he serves professionally, it is not unreasonable to expect that he would look to the bargaining process as a means of gaining some control over his working environment.

The use of collective bargaining by principals has yet another reason for its inclusion in school business procedures. This reason is concerned with decision-making as a process that involves many people in the institution. Neil W. Chamberlain outlines the rationale in the following manner:

"It looks upon decision-making as a continuing process which includes not only those who initiate and verbalize the course of action but also those who effectuate it. For if those charged with carrying out a specified action fail to understand the intent or inadequately conform to the planning (less by insubordination than inattention, unconcern, and short-cutting), they have, in fact, modified the decision as effectively as if they had been influential at the conference table or in the supervisor's office where the action was planned. For decisions are actually made at all levels in a company, with varying degrees of discretion, and with respect to a particular outcome or result it makes sense to treat the decision-making process as the chain of steps which link together all those in a position to affect the outcome."30


Principals, perhaps more than any other group, can affect the outcome of school board decisions in a significant manner. If decision-making is such a chain-like process, it is reasonable to understand why principals have employed collective bargaining as a means of remaining as an informed, contributing link in that chain.

Need for This Study

The need for this study is based on the fact that little attention has been paid to administrator collective bargaining and the resultant contracts. State public employee collective bargaining legislation, the disintegration of educational associations, and the administrator's historical reluctance to act in a collective manner are some of the factors that may account for this lack of attention.

Now, however, the situation is quite different. As recently as February, 1971, school administrators representing a number of large city districts became a national organizing committee of the AFL-CIO. The School Administrators and Supervisors Organizing Committee (SASOC) is, in fact, a national union of administrators who number nearly 6,000 members. Considering the short history of this group and the rate at which new locals are being formed throughout the nation, it seems reasonable to conclude that collective bargaining is becoming an important tool for administrators.\(^{31}\) Walter Degnan, President of SASOC, has no doubts about this and is certain that this procedure will eventually reach every school district.\(^{32}\)

\(^{31}\)An interview with Walter Degnan, President of the School Administrators and Supervisors Organizing Committee, AFL-CIO, on March 9, 1972, in New York at the National Headquarters.

\(^{32}\)Ibid.
The question that collective bargaining might affect institutional roles is rhetorical. An editorial in a recent edition of the ASCD Journal, "Educational Leadership," was more definite:

"Surely negotiated contracts for teachers and other school personnel have had profound effects upon the work lives of nearly all professional educators. In this reorganized world, old rules and roles do not work as they once did. . . . In this power struggle a neutral position is nearly a futile hope." \(^{33}\)

Collective bargaining has affected roles, including that of the principal.

Although this effect is receiving national attention, there remains an obvious need for information about administrator contracts.

"A Summary of Provisions of Contracts Between Associations of the Administrators and Boards of Education" is one of the few publications available that could satisfy this need. This study is limited to reporting the contents of a series of contracts in only one state.

A summary of contract provisions will not only provide information about the contents but will allow for analysis. Upon what areas do the provisions touch? How are relationships between the agreeing parties defined? What specific rights does each party have? What is not included? How does language usage affect interpretation of the contract? What job descriptions are included in the bargaining units? What effects has state law played on the contract? These types of questions outline a need for information about administrator contracts and it is to this objective that this study is directed.

A second need that evolves from fulfillment of the first is an attempt to trace the implications of contract provisions.

"A basic tenet in educational administration has been that the building principal is the instructional leader for the primary unit of curriculum change. Many principals, and others in the administrative line and staff, feel that at heart they are teachers. Yet their position in the administrative structure are real or imagined suspicions regarding their loyalties and motives make functional leadership extremely difficult."34

This paragraph implies serious changes in education. It follows that the contract provisions will somehow affect the administrator's role. The collective bargaining agreement defines, in part, the relationship between the board, teachers, public, and administration. The implications of this defining process are significant when considering the nomothetic dimension of role. Therefore, a second need for this study revolves around a listing and consideration of possible implications.

Collective bargaining is commonplace in America. Public employee bargaining has the support of law in a majority of the states. Teacher collective bargaining agreements increase in number every year. Little research has been directed toward administrator bargaining, yet such action has been taken in a significant number of localities. And, finally, the role of the principal is evolving:

"Without question the role of the principal has become one of the most difficult roles in education. He is plagued day and night with the words relevancy, sensitivity, and accountability. The students now question him, the teachers defy him, and the parents protest against him. Even the Board of Education minimizes his usefulness and the superintendent fails to give the deserved credit."35

All of these factors suggest that administrator collective bargaining be examined in some way. This study is an attempt to fulfill, in part this need.

34 Ibid., p. 489.
Purpose of This Study

The purpose of this study has been to determine through comparison and analysis the changing role of the principal as reflected by a series of contracts between associations of administrators and board of education. The data obtained have been used for a number of comparisons involving trends affecting the role of the principal. These comparisons have suggested a number of tentative conclusions that are presented as a possible structure to predict the role of the principal as it will exist in the near future.

A secondary purpose of this study revolved around the frequency with which various provisions relating to working conditions and remuneration appear in the contracts. This minor purpose is informational in character but may suggest in a subtle manner certain trends that are becoming prevalent in the principal's role. For example, where it was found that a majority of contracts made provision for handling parent complaints this appeared to suggest that this was a concern of the administrators.

Procedure for the Study

This study is based on four hypotheses that were derived from an examination of twenty-four contracts between associations of administrators and boards of education, a number of recent doctoral dissertations dealing with the role of the principal, and the writings of members of both the NAESP and the NASSP. All the hypotheses relate to the power, authority, and/or influence the building administrator has to carry out the nomothetic dimension of his role. In this study the term "organized
principals" refers to those administrators who have an association that bargains with the local board of education and obtains a contract for its members.

Hypotheses

I. Organized principals have the power to shape their own professional destinies.

II. Organized principals have the power to direct and evaluate personnel within their attendance centers.

III. Organized principals have the power to play a major role in the educational programs of their buildings.

IV. Organized principals have the power to contribute to school district policy development.

The phrase "shape their own professional destinies" was selected from the position paper of the Michigan Association of School Principals. It refers to the latitude available to the principal and/or his representatives that allows him to affect the role he plays as a school administrator. The problems of ambiguous position, of contradictory responsibilities and authority, and lack of avenues to contribute to policy development are common to many school principals. The hypothesis dealing with the principal's professional destiny was designed to see if through the collective bargaining agreement the principal can arrive at a set of conditions that might eliminate much of his current isolation and confusion.

In the broadest sense definition can serve to reduce ambiguity. This is, of course, not necessarily always a direct and positive correlation. However, as the administrator bargains with and arrives at the

---

36 David C. Smith, op. cit., p. 4.

37 Ibid., p. 4.
conditions of his employment with the board of education, the specific provisions of the contract indicate that issues have been discussed and definitions made. It has been assumed that the provisions contained within the contracts are of equal acceptance to both parties.

All of the propositions under Hypothesis I relate to either defining the principal's job description and work effectiveness, or his right to communicate and contribute to the development of policy within the district. Other propositions designed to test the remaining hypotheses are more specific. In Hypothesis I, however, the basic rights to open lines of communication and to contribute to job definition are established. If an organized principal has these rights as a part of his collective bargaining agreement, it has been concluded within the framework of this study that he can "shape his professional destiny".

In considering Hypotheses II and III it appears to be tacitly assumed by many that the powers referred to are, and have been, within the normal prerogatives of most building principals. Perhaps, this tacit assumption developed because the textbooks on supervision and administration made reference to these activities in terms of what the principal might do. However, teacher collective bargaining agreements have, in many cases, eliminated portions of this authority. 38

If teachers are assigned to a building by the central office, how does the principal affect staff selection? If personnel arrive at the building with specific grade and/or role designations and assignments, how does the principal develop the objectives he has for his staff? If personnel may transfer from building to building within the district

38 Interview with Walter Degnan (footnote #31, p. 14).
without principal approval, how does he enforce his supervision program? If specific jobs are changed and/or eliminated from his staff by the central administration, how does the principal plan a long term program? The propositions relating to Hypotheses II and III all are concerned with these types of questions. Many of the powers that principals supposedly have are, in fact, in residence at the central office. When the principal has no written guarantee that he may exercise one or all of these powers, how can it be assumed that they will not be exercised with or without his approval at a central location? In this study it has been assumed that the lack of written provisions means a large degree of principal authority and autonomy can be, and is, lost to teachers' rights and central office authority. Hypotheses II and III were designed to seek the degree to which the principal can affect his own building staff and program in an autonomous manner.

To test the hypotheses a series of propositions were formulated that deal with the nomothetic dimension of the principalship.

Propositions

1. The principal may communicate with the board of education without the approval of an intermediary.

2. The principal contributes to any modification of his job description.

3. The principal consults with the board of education on procedures for the dismissal or promotion of his peers.

4. The principal has the first opportunity to apply for newly open administrative positions within the district.

5. The principal may deal with his problems collectively without the approval of higher authorities and without fear of personal reprisal.

6. The principal has a grievance procedure agreed to by his association and the board of education with which he can solve his professional problems.
7. The principal is provided with legal counsel and all necessary assistance resulting from charges of libel, slander, and/or negligence incurred while performing his administrative duties.

8. The principal has academic freedom.

9. The principal may use school facilities, equipment, and time to conduct the business of his association.

10. The principal has the right to hold outside employment that does not interfere with school district duties.

11. The principal is consulted about evaluation procedures concerning his position and effectiveness.

12. The principal has the right to attend conferences, workshops, and other meetings designed to improve his educational abilities.

13. The principal receives all the rights and opportunities given to the teachers through their contract and these are not abridged by his position or bargaining agreement.

14. The principal interviews and approves of personnel for his building.

15. The principal assigns personnel to specific positions within his building.

16. The principal approves of transfers of personnel from his building to another in the district.

17. The principal takes part in the modification or elimination of any job description of positions within his building.

18. The principal approves the use of his building's facilities by outside groups.

19. The principal is consulted about any modifications of his building.

20. The principal contributes to and approves of curriculum development within his building.

21. The principal may innovate within his building.

22. The principal is free to do research in curriculum and instructional methods within his building.
23. The principal has access to agenda and minutes of board meetings, treasurer's reports, census data, and other pertinent data about the school district.

24. The principal takes part in negotiations between subordinates and the board of education.

25. The principal takes part in the development of the school district budget.

26. The principal takes part in the development of the school calendar.

27. The principal takes part in the planning and development of new school facilities in the district.

The propositions relate directly to the hypotheses: Propositions 1 to 13 relate to Hypothesis I; Propositions 14 to 19 relate to Hypothesis II; Propositions 20 to 22 relate to Hypothesis III; Propositions 23 to 27 relate to Hypothesis IV.

The propositions were derived from two major sources: A Summary of New York State Administrator Contracts and Management Crisis: A Solution. The two publications have, as a common factor, a listing of the kinds of provisions that have been included in recently negotiated administrator contracts. The NASSP paper concerns itself with the administrative team concept. Using the team rationale, it develops the need for various kinds of rights or powers at the principal level if such an organizational pattern is to be effective.

The New York study is based on a number of existing contracts that were dissected by provisions included to determine the degree to which similarities occurred. The study is essentially a reporting document and makes no attempt to draw conclusions from the number and/or types

\[39\] Louis N. D'Ascoli, op. cit.

\[40\] Owen B. Kierman, op. cit.
of provisions. Both studies do, however, indicate at both the state and national levels, what has been included in recent collective bargaining agreements. It was assumed that this would be a reasonable point from which a series of realistic propositions could be initiated.

A secondary source of information used to validate the importance of the propositions was Elementary School Principals and Their Schools.1 This study outlines the major problems of a large number of principals. Using these problems as a guide, the propositions were then applied to the problem areas to see if they would serve as a partial solution. Propositions giving the principal the contractual power to control or solve one of these problems were assumed to have increased validity.

A second dimension of the process leading to the finished list of propositions involved collecting the opinions of working school administrators. Six administrators, including a county school official, a district superintendent, and four school principals were interviewed.2 These interviews consisted of two major areas: a general discussion of what rights, powers and/or authority the administrator felt was needed to carry out the principal's role in a manner he would consider to be professional, and a direct examination of the propositions to see if they, in fact, represented these rights.

1Keith Goldhammer and others, Elementary School Principals and Their Schools: Beacons of Brilliance and Potholes of Pestilence (Eugene, Oregon: Center for the Advanced Study of Educational Administration, 1971).

2Refers to interviews of the following administrators: Dr. Donald Klein, Assistant Superintendent, Educational Service Region of Cook County, Illinois; Frank Dagne, Superintendent of Schools, East Maine District #63, Mies, Illinois; Dale Zorn, Principal, Indian Trail Junior High School, District #6, Addison, Illinois; Leonore Page, Principal, Nelson School, East Maine District #63; Caesar Caldarelli, Principal, Wilson School, East Maine District #63; Dan Cunnif, Principal, Melzer School, East Maine District #63.
Discussing the first question the administrators' responses included statements such as, "I need the power to make final decisions," "... autonomy is necessary," "... full participating member of the district administrative team," and "... the power to make decisions at the building level that will not be arbitrarily changed." All of the administrators' general statements could be interpreted to mean that they needed the delegated board authority to decide and control at the building level if they were to be something more than a management clerk in their role as principal.

In reviewing the specific propositions the group agreed that each and every one was needed if a principal was to fully carry out the role of educational leader. Although some of the propositions alluded to powers that the reviewing administrators did not have at one time or another in their careers, they indicated that this was not because of their choice but, rather, reflected a different point of view about the principal's role.

As is apparent, the propositions selected to test the hypotheses have been given equal weight and reflect equal importance. This rationale is based on an assumption about a role incumbent's power and/or authority within an institution. The assumption is that the power and/or authority of a role incumbent is related to the number of alternatives available to him for affecting the outcome of events within the institution.

For example, Hypothesis I deals with the power a principal has to act in a professional manner. This was defined in a preceding portion of this chapter. Some of the alternatives that will allow the principal to act professionally include the right to be consulted about
items such as his job description, dismissal and promotion procedures, and evaluation procedures. Other propositions include the right to a grievance procedure, board support in legal actions, use of school facilities and time to act in a collective manner, and the freedom to use his private time as he sees fit. All of these items represent alternatives that may be available to a given principal. The administrator whose contract makes provisions for all of these rights will be assumed to have greater power in the nomothetic dimension of his role in this study than one who has fewer such alternatives.

If one will not agree that the propositions which support the hypotheses are of equal importance, then it becomes necessary to argue that some are more important than others. Such a process may tend to reflect the biases of the person making the judgments. To say that contributing to the modification of one's job description is of lesser or greater importance than the right to a grievance procedure seems to be an untenable situation because this depends upon many variables which change when applied to a given case. Therefore, in this study the propositions have been assumed to have equality, with quantity acting as the significant factor.

The data for this study have been obtained from eighty-one contracts between administrator's associations and boards of education. All of these contracts are current or are being renegotiated as of June of 1971. The contracts represent school districts in Colorado, Connecticut, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, and Pennsylvania. Copies of these agreements have generously been provided by Dr. Robert Jozwiak, Assistant Executive Secretary of the NAESP.
Each agreement has been studied to determine what provisions are included. After this process was completed the weighting system was then applied to each contract. The description of the weighting system follows:

A Rating of:

0 = No clause mentions or implies the power or right defined in the proposition.

1 = Some clause implies the power or right defined in the proposition.

2 = Some clause(s) contains the power or right defined in the proposition but is constructed in such a way as to be open to varied interpretation and application. This could be based on (a) lack of specificity, (b) nebulous or vague wording, (c) contradictory wording, and/or (d) specific reference to the school board's discretionary power to deny the right if it so deems.

3 = Some clause(s) mentions the power or right defined in the proposition in a manner that leaves little or no room for varied interpretation. Such a clause would probably be rather extensive and would consider a number of specific incidents so that interpretation and application would be consistent and agreed to by both parties.

The following is an example of one proposition that has been weighted. It has been included to serve as a model to demonstrate how the contents of each contract have been weighted.

Proposition 3: The principal consults with the board of education on procedures for the dismissal or promotion of his peers.

Suffern, New York contract: No mention or implication of this right or power exists in the contract. Rating = 0

Lancaster, New York contract: This right is implied by Article V. This article provides for monthly meetings of the administrative-supervisory staff. Evaluation is one of the series of topics outlined in the article. Secondly, the superintendent is directed by the contract to "discuss" with the L.A.S.A. (administrative association) "the establishment of any new administrative position". These two references imply that principals will be consulted about procedures for evaluation and, of course, the results of such procedures which include dismissal and promotion. Rating = 1
Dearborn Heights, Michigan, contract: Article VII of this contract is entitled, "Termination of Services". The article provides for and discusses procedures concerned with such items as severance pay, retirement conditions, use of leave-bank days, and unsatisfactory work records. The fact that such an article is included in the contract indicates that the board of education and the administrators have discussed and agreed to dismissal procedures.

Secondly, Article IX provides for the "Evaluation of Administrators". This article contains the procedure for evaluation and the methods by which "administrators shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage". The combination of these two articles is the basis for a maximum rating on the proposition. \[ \text{Rating} = 3 \]

The objectivity of the weighting system has been tested in a manner similar to that employed in the construction of objective tests. A group of disinterested parties, all of whom are members of the education profession, have used the system and independently weighted four contracts. It has been assumed that four people rating the same four contracts would provide for consistency if the total weights derived varied no more than 10 per cent on each contract. This result was obtained. A complete description and result of the validation process are included in Appendix A.

The four hypotheses overlap. For the purposes of analyzing the contracts an artificial separation of duties, alternatives and powers has been created. In reality, however, the powers cannot be so readily fragmented. If a principal has the right to contribute to school district policy development (Hypothesis IV), then it is probable that he will use this authority to gain control over the personnel in his building (Hypothesis II). If a principal has the right to affect the educational program in his building (Hypothesis III), then he has the opportunity to affect his professional destiny (Hypothesis I) or school district policy development (Hypothesis IV). Based on this premise it has been assumed
that the total weighting of each contract will be the significant number.

If a particular contract was found to contain clauses that represent the maximum rating on every proposition related to Hypothesis I, then it has been concluded that for the group of organized principals represented, collective action has given them increased authority and/or power. However, the hypothesis refers to all organized principals so it has been necessary to determine what percentage of the entire group has what powers, weighted at what level, to prove or disprove the original statement.

For example, Hypothesis I had been designated to be tested by the first thirteen propositions. By weighting, the maximum total a particular contract could receive is thirty-nine. The minimum is, of course, zero. After each contract had been analyzed by the weighting method it was possible to derive the average weighting for all contracts. This figure has been used to suggest to some degree the validity of each original hypothesis.

It was assumed that conclusions drawn about extreme average weightings would be obvious. Had it happened that the average total weighting of all propositions related to Hypothesis I were at the maximum (thirty-nine) or the minimum (zero), then it would have been unlikely that anyone would argue that the conclusion drawn was questionable. However, the analysis produced average weightings that fell in the middle range. This made it impossible to reach an unassailable conclusion about any of the hypotheses. Rather, it was then necessary to discuss the weightings, the number of powers contained, and other pertinent factors that suggested a tendency toward proof of the hypotheses.
A contract analysis form was devised to serve as an instrument to record the weighting of each clause, its location in the contract, and any question that may have arisen in assigning a particular weight to a clause (see Appendix B). The form was intended to be used as a means to standardize the analysis. Every contract analyzed has such a form included in its file.

Finally, it has been assumed that a written agreement is, generally, more significant than any verbal agreement. This assumption acknowledges the fact that there are any number of relationships where verbal guarantees serve the definition process quite effectively. However, a written contract indicates that some type of dialogue between parties has taken place, at the least. The written contract serves as a consistent basis for interpretation of the day-to-day kinds of situations that arise where judgment of the principal's actions is the pertinent question. The written contract tends to inhibit arbitrary action on the part of either party. The contract can serve as an added amount of ammunition should the principal be attacked from some quarter for some reason. And finally, a written agreement can help communication to be somewhat more consistent than is the case with a verbal understanding. For these reasons it is a basic assumption of this study that the written contract generally puts the principal in a stronger or more powerful role position than would a verbal agreement.

However, this rationale does not suggest that all written agreements are of equal value to the principal. This second assumption made it necessary to find out to what degree the selected contracts did reveal power and autonomy in terms of how boards of education honored such agreements. To accomplish this fourteen school administrators in Michigan and
New York were interviewed. A complete report of these interviews can be found in Appendix C. Although this random sample of administrator opinion cannot be employed as the basis for any definitive conclusions, it has served to comment on the credibility of contract application.

Limitations of the Study

An analysis is, by definition, a method of examination that implies separation and a search for essence. Though the essential parts of anything to be analyzed may be determined by any number of critiques, it does not follow that each will consider the same elements as fundamental. That which is essential depends, at least in part, on the point of view adopted by the observer. When certain factors are judged to be elements others, then, are necessarily relegated to a secondary position. This limitation is present in any analysis and is accepted as a part of this study.

A second limitation of this study revolves around the use of a weighting system. The weighting system is a closed method of analysis that has been designed to order the contracts in terms of the autonomy and/or authority they appear to give the principal. It is assumed that there are any number of alternative methods of analysis that would be equally valid, and yet reflect a somewhat different order.

As a predictive device, the ordered contracts have severe limitations. To assume that the negotiation of a contract, similar to one in this study that has been given a high rating, will insure an equally high degree of autonomy for administrators in some other district may be unrealistic. The variables of location, socio-economic conditions, personnel, and time all contribute to the principal's autonomy, as does his
contract. For example, should a principal in a low economic level neighborhood of a large city face the problem of community control led by local residents of energy and determination, it is doubtful that the contract will provide the same power as it would in a community that reflects different problems. As a limitation, then, the weighting of the contracts only suggests that, all other variables being equal, the agreement with a high rating will give the principal more authority and/or autonomy than will that with a low rating.

Another limitation of this study becomes apparent when one considers the role of school board policy. In general, written school board policies existed before any collective bargaining agreement appeared. In a few cases the bargained agreements do not provide for contradictions between policy and clauses in the contracts. In these cases it is quite possible that application of the contract will produce conflict between board policy and the clause in question. In this study no attempt has been made to explore board policies with the objective of predicting where this might happen. Therefore, this missing ingredient is another limitation of the study.
CHAPTER II

RELATED STUDIES

As has been previously noted, little investigation has been focused on administrator collective bargaining. If the dimension of a comparison between the principal's role and his bargaining activities is added, then the field of related research is reduced to a negligible level. This is not to suggest that teacher collective action and its effects on the principal's role has not been studied; it has been, and from a number of different points of view.

In 1968 Donald Lee Bailey investigated the increased constraints that the secondary principal faces when executing tasks that are his role or shared responsibility in the urban school system that employs collective bargaining with the teaching staff. This study discovered that some of the increased constraints over the last few years faced by principals could be attributed to the existence of formal collective bargaining. The largest number of these constraints centered around tasks dealing with obtaining and developing personnel. In his conclusions he recommended that "the building principal should become knowledgeable concerning and seek to become actively involved in collective negotiations."¹ As a recommendation, he suggested that "principals should be careful not

to allow collective negotiations to become a scapegoat for all of his perceived constraints. ²

A basic assumption of Nicholas F. Vitalo's 1968 study of the first three UFT agreements with the New York City Board of Education was that "certain provisions of the agreements have changed some of the functions of the elementary school principal."³ The hypotheses used in the study stated that some of the contractual provisions added administrative functions to the principalship while others placed limits on the previously discretion ary functions of the elementary principal. The study suggested that these changes could be isolated and studied to determine the areas of greatest change in the role of the principal.

The analysis of the three agreements indicated that the hypotheses were valid. Thirty-two of the contractual provisions added functions to the principal's job while fifteen items restricted his ability to make decisions as he had done before the agreements. The changes were found in the areas of "supervision of teachers and improvement of instruction, personnel practices, working conditions, and union relationships."⁴

John Armin Thompson's study of collective negotiations focused on the perceptions of members of referent groups concerning the probable effect of teacher bargaining on the principal's role. The referent groups included school board members, superintendents, principals, and teachers.

²Ibid.
⁴Ibid.
Members of these groups gave their opinions concerning two major issues: (1) the extent to which respondents anticipated that collective negotiations would result in teachers sharing in the present prerogatives of the school principal, and (2) the role they believed the principal should assume when bargaining affects his professional and economic interests.\(^5\)

The most significant findings dealt with the questions of administrator collective bargaining where principals were part of management. Principals, supported by teacher opinion, favored the establishment of their own bargaining units. This opinion was "strongly opposed" by superintendents and board members. The later question of principals as part of management has been used by boards of education "as the reason disallowing the formation of administrator bargaining units."\(^6\) In Thompson's study the "principals did abandon their management orientation on the issue of whether or not they should establish their own bargaining units."\(^7\)

A similar study designed to examine the effects of negotiations on the role of secondary school principals was completed in 1969. Using selected Michigan secondary school principals, James Robert Trost employed the interview method with principals and compared their responses to a three-dimensional model of the secondary principal's role. The model was designed on the basis of a review of the related literature that considered the functional, status and rights, and personal relation-


\(^6\)Ibid.

\(^7\)Ibid.
ships with referent groups as the three dimensions.

The results of the investigation have implications for this study. Negotiations have not reduced the responsibilities of the principal but have eliminated "the absolute authority of principals, where such authority existed." Negotiations are not threatening the existence of the principalship but are altering the role in the direction of "leadership and professionalism and away from routine managerial chores and paternalistic attitudes." Finally, the use of negotiations by teachers has moved the principal into a closer professional relationship with his colleagues. These conclusions appear to imply that teacher collective action could have been one motivating factor in the formulation of administrator bargaining groups.

A second study completed in 1969 that skirts the issue of administrator collective bargaining dealt with the opinions of 153 principals in Indiana, Ohio, and Michigan. Harry H. Bell investigated how principals perceived their roles in collective negotiations. Through the questionnaire method he determined that principals "desire to become more involved and to be consulted more often during collective negotiations between teachers and the school board." A secondary conclusion, however, reported that "high school principals prefer to unite

---


9Ibid.


11Ibid.
separately, or with other administrative personnel, to negotiate with the school board concerning their own conditions of employment.\textsuperscript{12} This second study seems to indicate that at least some principals viewed bargaining by and for themselves as a reasonable expectation.

Another 1969 study by Alvin R. Hooks examined the relationship between collective negotiations and the activities of secondary school principals. This investigation used the control-experimental group technique with principals representing districts that did and did not negotiate with teachers. The primary objective of the study was a comparison of the two groups' activities as principals, and in these terms, was less than conclusive.

Again, a secondary result indicated that principals who worked in a district that used collective bargaining felt they were not able to participate in the process to the degree they desired.\textsuperscript{13}

One way to deal with collective bargaining as it relates to school administrators is to examine the effects of the process on other employees of the school. Teachers, of course, have led the way in making this process a normal activity in school operations. Robert J. Thornton conducted a study in 1970 that attempted to review the history of concerned teacher activity from its early beginnings to the present and estimate the effectiveness of this action in raising relative, inter-district salary levels.

\textsuperscript{12}Ibid.

The historical review portion of this study traced the pre-1940 activities of unions and associations of teachers and culminated in the UFT 1961-62 agreement in New York City. "Finally, attention was directed to the ensuing developments concerning AFT and NEA negotiations, philosophies, state legislation, and the spread of collective agreements. 14

As of 1970 only two studies had examined the actual and/or relative change in teachers' salaries based on collective action and these reported conflicting results. Thornton used a regression model and found that "the extent to which collective negotiations have raised relative 1968 teachers' salary levels lies within the range of 0-3.5% with the actual figures varying with the specific salary level examined and the sample of districts studied." 15 Although the estimated range seems rather low, Thornton reported that it was well within the limits of relative wage effects of unionization for the economy as a whole during periods of rather rapid inflation.

For the period of 1966 to 1968 Ernest C. White gathered information on collective bargaining agreements in the public schools. Using the Negotiation Agreement Provisions, 1966-67 published by the NEA he found that the "number of substantive agreements in use increased by 51.5 per cent in one year, a faster rate of increase than that experienced by procedural agreements." 16 The number of agreements both sub-

15 Ibid.
stantive and procedural increased in all regions during this period. By the end of the 1967-68 school year 52.1 per cent of all personnel in districts of 1,000 or more in the United States were employed under some type of collective bargaining agreement. These agreements tended to be much more common in large systems of over 25,000 students than in those with 3,000 pupils or less. In terms of bargaining agent exclusivity the NEA represented 1,411,140 persons while the AFT spoke for 1,24,019 persons.

In considering collective bargaining an examination of attitudes of participants is a crucial factor. Two recent investigations aimed at comparing and describing the attitudes of school board presidents, teacher organization leaders, and superintendents seems to indicate that differing attitudes still exist. In 1969 Helen S. Napolitano sought to determine and compare by means of an inventory, the attitudes of the previously mentioned groups toward collective negotiations in the public schools. All parties agreed that "high priority consideration be given salary and fringe benefits--that conducting negotiation meetings in private was excellent negotiation procedure--that regarding distinctively different negotiation units for secondary and elementary school teachers was poor."17 However, "striking, picketing and taking holidays were considered not suitable negotiation procedures by board presidents."18

A 1970 study by Stanley R. Wurster examined the attitudes of people in similar positions as those in the Napolitano investigation.

18 Ibid.
An added dimension of this research was an effort to determine the group's attitudes toward provisions of a legislative framework that might be suitable for New Mexico. "The four groups differed significantly in their attitudes on a majority of the statements related to the need for collective negotiations provisions, and also on the establishment of collective negotiations provisions through state legislation." Board presidents and superintendents, as compared to association presidents and teachers, had opposing attitudes on the two issues of teacher tenure and strikes by public school teachers. A similar polarization of attitudes was evident on the questions of establishing collective negotiations provisions through state legislation and formal recognition and mandated bilateral determination of educational policy. Of the four groups "any single group was more inclined to recognize a need for a provision that it was to feel the provisions should be established through state legislation."  

Determining the effects of state public employee bargaining legislation on employer-employee relations was the primary objective of a study by Mary Ann T. Collins in 1970. Public Law 303 of the New Jersey Public Laws of 1968 mandated formal collective negotiations for public school teachers. Through the questionnaire method, respondents' views were collected on varied aspects of negotiation procedures, conflict areas in negotiation and opinions about selected provisions of Public}


20 Ibid.
Law 303 and its contributions to negotiations. Where a majority of board members felt that "collective negotiations were incongruous to selected conditions and activities associated with a profession, the superintendents and teacher respondents did not share this view."\(^{21}\) Conflicting points of view between the same groups evolved on the question of collective negotiations and legal school board powers.

Other significant conclusions of this research demonstrated that "pressure from teacher groups was the factor most influential in the passage of Public Law 303--that passage of the law did not result in any substantial change with regard to the representation of varied employee groups during 1968-69--that none of the twenty-six school districts in the study utilized the machinery of mediation or fact-finding during 1967-68."\(^{22}\) Finally, the teachers and their leaders felt that the law had been effective "to a significantly greater extent than did board member and superintendent respondents."\(^{23}\)

The effect of collective bargaining on various aspects of school operation has had the attention of many observers. Faculty involvement in decision-making was the variable studied by Gordon E. Wendlandt in 1970, as it was influenced by teacher-board negotiations. The purpose of the study was to determine whether or not a relationship existed between the number of years school district personnel bargained collectively


\(^{22}\)Ibid.

\(^{23}\)Ibid.
and the extent of faculty involvement in the decision-making process. The study also investigated whether or not a difference existed between teachers' and superintendents' perceptions regarding the role of faculty members in decision-making. An instrument called the Decision Involvement Index was developed to ascertain perceptions of the respondents.

Wendlandt determined that a district's number of years of collective bargaining did not effect faculty involvement in decision-making. He also found that "there appears to be a significant difference between superintendents' and teachers' perceptions regarding the role of faculty members in the decision-making process."24 Apparently, as reported by the results of Wendlandt's research, superintendents feel that teachers are more involved in decision-making than do the teachers. In fact, "teachers appear to desire to be involved in decision-making to a greater extent than superintendents desire to have faculty members involved."25

Jonathan P. West sought to assess the extent of differential perceptions among school board members, superintendents, and teacher organization officials concerning what is negotiable and what should be negotiable. As might be expected, "teacher organization officials identified more items which are negotiable and more items which should be negotiable than either superintendents or board members."26 Conversely,


25. Ibid.

board members and superintendents had opposing perceptions on the question of what is negotiable. In terms of impact on public policy the items receiving the highest percentage of response from all respondents were more closely related to working conditions than either personnel policies or curriculum and instruction.

The effect of negotiations on middle management of school districts is another area that has received the attention of a recent investigation. Thomas J. Kenny used the focused interview technique to study this question in 1969. He found that as negotiations procedures become more formal "the clarity of process will sharpen the distinction between teachers and administrators." And, as might be expected, the extent to which middle management becomes aligned with the board their working conditions will not be negotiable. Finally, "if middle management administrators formally and officially organize to represent themselves, they will organize as a unit and not by hierarchical levels."28

Another opinion-based study involved an attempt to assess the anticipated effect on the elementary principal's functions of a teacher-board negotiated set of working conditions. Three groups representing teachers, principals, and superintendents were asked to indicate how they expected the principal's functions to be affected by the negotiated agreement: very detrimentally, somewhat detrimentally, no effect, somewhat salutarily, or very salutarily. Personnel in the Kansas City, Missouri Public Schools were surveyed in this study by William R. Barber.


28 Ibid.
He found that "in general, the negotiated package is not anticipated as having any dramatic effect on the principal's functions by any of the three rated groups."\(^2\)\(^9\) A side effect, however, was revealed in the wide dispersion of scores by elementary principals on the Staff Personnel Management Function question. The fact that principals in a single school district had such varied perceptions of their job description seems to be a significant comment on role.

Since this study is concerned with administrator collective bargaining and principal role evolution, it is obvious that perusal of related studies centered on the principal's role is mandatory. The following group of studies represents research that has been focused on various aspects of the principal's role. All of these investigations are related, at least in part, to this one.

One of the major determinants of role definition in terms of the nomothetic dimension is the expectations of various referent groups. Martin Gray did a role analysis of the school principalship in which he hypothesized that "there will be different amounts of consensus on different expectations for the principal position within and between three sets of role definers representing teacher, principal and central office staff positions."\(^3\)\(^0\) A second theory of this study suggested that sex composition, degree status, level of instruction and position experience


of teachers would be determinants in role consensus. Both hypotheses were supported by the data of the study.

In terms of this study, Gray's investigation demonstrates the potential variability of the principal's role if one considers referent groups as the primary defining force. Perhaps, this investigation demonstrated one reason why it has been difficult to define the principal's role.

Another study by Frederick D. Thorin sought to determine the accuracy with which principals perceived the role expectations held from them by their staff and superintendent. The most significant conclusion of this research was that "the principal does not have an accurate perception of the total role concept held for him by his staff and superintendent." Depending on the degree to which this conclusion can be applied generally in the public schools it may serve to point toward a part of the problem principals have had with teacher groups.

Research conducted in 1962 by Billy Jay Ranniger supported the major conclusions of the two previously mentioned studies. Ranniger summarized and critically reviewed knowledge about the elementary school principal's job responsibilities using doctoral dissertations, publications of principal's associations, district principal job descriptions, and textbooks dealing with school administration. Based on nine doctoral dissertations he found that "no common agreement (between principals, superintendents, teachers, and parents) about the relative importance of

\[31\] Frederick D. Thorin, "A Study to Determine the Accuracy with which Selected Secondary Principals Perceive the Role Expectations held for them by their Staff and Superintendent," Dissertation Abstracts, 22: 480, Numbers 1-3 (unpublished Ph.D. dissertations, Wayne State University, Detroit, Michigan, 1961) 1961-62.
the principal's duties emerged from a summary of these studies."\textsuperscript{32} In terms of administrator bargaining it may be noted that this study indicated that in 31 large city school districts "it appears that the duties of the elementary school principal are not commonly defined in writing."\textsuperscript{33}

An inquiry by John Herbert Crotts in 1963 compared the analyzed concepts of the actual and ideal roles of elementary school principals. In the analysis Crotts found that "principals and superintendents unlike teachers did not perceive a high degree of relationship between the actual and ideal roles of the principals."\textsuperscript{34} Though there was a positive relationship between the referent group's perceptions of actual and ideal function of the principal, the correlation was quite low.

Another study similar to Ranniger's was done by Barbara Frey in 1963. Her focus was on an analysis of the perceived functions of the elementary school principal between 1921 and 1961. The implications of this work were that "the leadership potential of the role of the elementary school principal recognized in the original purposes of the Department of Elementary School Principals has yet to be realized through a continuing professionalization of the position."\textsuperscript{35} Changes did occur in


\textsuperscript{33}\textit{Ibid.}


the functions of the principalship over the forty-year period but these were primarily in the means by which the ends were accomplished. This change in the pragmatic area seemed to be the result of increasingly available knowledge, skill, understanding, and resources.

Chester I. Barnard's postulate that inter-personal perceptions must be similar for the efficient functioning of cooperative systems served as the rationale for studies by Joseph Fearing in 1963 and Lowell Latimer in 1966. The Fearing investigation discovered that the inter-personal perceptions among key personnel in a highly regarded school district were frequently dissimilar. This led to the conclusion that "either these schools were not functioning efficiently or Barnard's postulate needs revision."^36

Latimer's investigation was broader in that consideration of the principal's responsibility in improving the educational program, selecting and developing personnel, working with the community, and managing the school was included. The results indicated that with the exception of working with the community, there were positive correlations between the principals' and teachers' evaluations. It was concluded that "the elementary school principal needs to communicate his perception of his role to his teachers just as he must also be aware of their perception of his role."^37 Latimer concluded that the similar and positive inter-


personal perceptions among personnel indicated that the schools were functioning efficiently and that Barnard's postulate did hold for the efficient functioning of cooperative systems.

Using the questionnaire procedure Clavin M. Frazier conducted a survey of role expectations of referent groups involving teachers, superintendents and principals. This study added a dimension not found in the Gray and Thorin studies. The application of identified expectation differences between referent groups as a means for locating potential problem areas for administrators was suggested as a management strategy. In applying such a strategy Frazier demonstrated that the administrator should "consider the position and situational setting of the individual in the referent group."\(^{38}\) Both of these factors appear to be significant expectation determinants.

Another study dealing with role expectations by referent groups was done by Stanley R. Morgan in 1965. Using the check list method and considering the expectations of the principalship, as viewed by subordinate, coordinate, and superordinate positions, Morgan attempted to ascertain the prime responsibilities of the principalship and compared with the positions of teacher, superintendent, and other central office personnel. A second part of the study involved use of an Episode Situation Questionnaire that would provide for an analysis of the orientation of the groups--nomothetic, idiographic, or transactional--toward the role of the principalship.

"The instructional leadership role of the principal was challenged by the findings of this study."\textsuperscript{39} Although both subordinate and superordinate groups did not view the principalship as having prime responsibility in this area there apparently had not yet emerged a leadership position that could fill this vacuum. However, the role of the principalship was recognized as separate and apart from that of the teachers. Finally, the study indicated that different patterns of responsibility and authority were present for the principal and the teacher.

Another challenge to the model of the principal as instructional leader was reported in a study by Ivan D. Muse in 1966. Although he found that principals and alter groups were in general agreement regarding the assignment of prime responsibility to the principalship, "one major difference was noted in the curriculum area where principals, teachers, and supervisors were found to be particularly divergent in their assignment of responsibility."\textsuperscript{40} This investigation involved seven selected school-related groups and totaled 678 individuals. Using the Responsibility Check List and the Episode Situation Questionnaire Muse discovered that principals were somewhat "nomothetically oriented while the alter groups indicated a preference for the principalship position to be slightly idiographically oriented."\textsuperscript{41}


\textsuperscript{41}Ibid.
Another view of the principalship that relates to this study was made by Clifford W. Crone in 1968. This investigation was directed toward role behavior and consisted of an analysis of reactions to statements termed role expectancies of the elementary principal in terms of intensity of feeling concerning the statements. Potential role conflict in terms of the posited expectancies was found then the principal, "(a) encouraged teachers to plan and conduct faculty meetings, (b) do demonstration teaching and (c) support the position of the superintendent in a difference between teachers and the superintendent."12

This last area of potential conflict was considered to be one of the most important. When definition of the principal's role is vague or nebulous it would seem that the possibility for significant differences in perceptions of role expectancies between central office personnel and teachers would have a greater chance of developing as compared to a situation where the principal's role was outlined in some written form.

Role effectiveness and conflict were similarly the focus of a study by John J. Hood in 1969. Hood defined the constructs for ambiguity and conflict in role effectiveness as clarity of and discrepancy involving role expectations. Role effectiveness was defined as leadership in attempting to increase the quality of professional staff performance. Three separate variables were used to measure role conflict: "conflict concerning formal work activities--conflict involving personality traits--

---

conflict as need for change. A questionnaire served as the data-gathering device.

Although there was no conclusive statistical relationship between role conflict and formal work activities, Hood did find that "role conflict variables involving personality traits and need for change are positively related to one another and to role ambiguity." Essentially Hood recommended that the principal "establish an environment in which he and the teacher can arbitrate between sets of discrepant role expectations, change these expectations, or change the principal's role behavior."

A final investigation of the principal's role that relates to this study was done by Donald Klein in 1969. Considering the perceptions of teachers and principals concerning the prime responsibilities for various tasks that are normal in the school, Klein found that "what the principal can do, and will do, is dependent on the degree of latitude made available to him by the central office." His conclusion that the role of the principal is being modified from two sources, superordinate and subordinate, has ramifications for this study. If the surge of teacher demand for greater involvement in the decision-making process does not seem to be consciously directed toward a usurpation of the

---


14 Ibid.

principal's authority as Klein suggests, it still must be accepted as a
trend that has and is taking place.

Klein found that in certain administrative areas teachers would
sustain the principalship but in some supervisory areas the instructional
group felt that they have a greater concern. Organizational pressures
emerging from the board and superintendent combined with teacher pressure
leave few avenues of activities for principals to pursue. In fact, Klein
suggests that the "dominance of the administrative position affords to
the individual in this role a degree of availability and flexibility not
accorded the teacher." This major difference allows the principal to
comprehend and evaluate the sequence of all programs at all grade levels
within a building in contrast to the classroom teacher who does not have
the position to develop similar concepts.46

Therefore, Klein recommended that the principal pursue activities
which may be defined as efforts of a (perceptive) generalist and/or
(strategic) coordinator. If this conclusion is valid, then it may be
that the role of the principal will move away from the supervisory func-
tions and evolve toward the managerial/administrative model.

These briefly described studies relate to this investigation in
that they analyze either some aspect of the role of the principal or com-
ment on collective bargaining in public schools. Each differs, however,
in terms of methodology, population sampling, and/or the statistical pro-
cedures employed. The present investigation has elements that are simi-
lar but differs in its major purpose. No study has been designed to
analyze the contents of current administrator collective bargaining agree-

46 Ibid., p. 92.
ments with the objective of suggesting how these agreements might affect the principal's role.

Those studies that examined collective action by teachers revolved around six general areas: the effect of bargaining by teachers on the principal's role, function, or latitude of action (Bailey, Barber, Hocks, Thompson, Trost, Vitale), the attitudes of referent groups toward teacher bargaining (Napolitano, West, Wurster), the effects of teacher bargaining on school operations (Kenny, Wendlandt), the history of teacher collective action (Thornton, White), the principal's role in teacher bargaining (Bell), and the effects of public employee legislation on teacher bargaining (Collins). The major thrust of this study is an analysis of contract provisions. No studies have been directed toward this aspect of collective bargaining.

This study differs from several (Gray, Frazier) in that it concentrates on the administrator's negotiated working agreement. It is not a review of the literature (Ranniger) or an attempt to relate role perceptions to a postulate (Fearing, Latimer). It does relate indirectly to several studies (Klein, Morgan, Muse) in that contractual provisions frequently make reference to task performance. However, there is no attempt to determine the intensity of feeling toward duties commonly carried on by the principal (Crone).

All these related studies do indicate that the role of the principal and collective bargaining are interdependent subjects. The present study attempts to relate the fruits of administrator negotiation to role change in the nomothetic dimension.
CHAPTER III

A SUMMARY OF THE CONTRACTS

The collective bargaining agreements that serve as the basis for this study were similar appearing documents. Most of the provisions contained will fit within a small number of categories. The grammatical construction of the various clauses tends, frequently, to be similar. Some provisions appear in all or a great majority of the contracts.

The differences that do exist are based upon the frequency with which particular clauses appear and the multitude of miscellaneous items. Differences in wording are based on syntax and/or the depth to which a specific provision defines an area. Provisions relating to state public employee bargaining legislation are different from one state to another but exactly the same within a given state.

The six broad categories into which the provisions have been placed are (1) board rights and responsibilities, (2) administrator rights and responsibilities, (3) negotiations provisions, (4) salary and fringe benefits, (5) pertaining to state law, and (6) miscellaneous. These categories were selected as the result of completion of the following tasks: (1) a reading of all contracts, (2) labeling of all provisions based on intent demonstrated, (3) the outline of a draft contract published by the New York State Association for Supervision and Curriculum Development, and (4) the suggested "Outline of a Model Ele-
An examination of those specific provisions that are listed under each general category reveals the possibility of differing interpretation. Ambivalent wording makes it difficult to determine if the provision is referring to an administrator's right or a board responsibility. Since a right is sometimes interpreted as the inverse corollary of a responsibility this question may be inherent when making such distinctions.

For example, when a provision makes the principal responsible for the total operation of a school, it is implied that he has the right to make final decisions at the building level to fulfill this responsibility. Another commonly appearing clause provides for the legal defense of an administrator if he is sued based on circumstances related to his work. Although he has the right to these services, it is equally true that the board has a responsibility to provide them. Again, the question arises: is this an administrator right or a board responsibility? In this study such questions have been answered arbitrarily.

**Board Rights and Responsibilities**

This category includes clauses that state the board's legal right and responsibility to be the final authority for all actions and decisions that occur within the district. The area of evaluation, promotion, dismissal, and disciplinary actions toward administrators is another board authority. The board's right to conduct in-service training sessions is another right.

---

In terms of quantity it may appear that boards have few rights compared to administrators. This apparent contradiction occurs because of the legal powers boards have that reside within state law. Therefore, it is not necessary for a board to include all of its powers within an agreement.

**Management Rights**

State law provides for local school board authority. This authority is complete and cannot be delegated to any other group. Even with this legal status, however, a significant minority of the agreements contain a management rights clause that restates this prerogative.

In thirty-four per cent of the sample a statement appears that specifically describes the local board's final authority in policy making. For example, one clause stated:

"The Board of Education, under law, has the final responsibility for establishing policies for the district."

Another agreement exemplified total board authority in the following manner:

"It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the... Schools, in all its aspects including but not limited to the acquisition, control, and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the... Schools."

Some management rights clauses state that the contract does modify board rights to some extent. This may have been included to inhibit the filing of grievances. One example is:

---


"...the parties agree that the Board of Education has the right to establish rules for the direction of and the efficient operation of the work force. These rules are subject only to the specific terms of the Master Agreement." 4

Another states:

"No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein or elsewhere contained, shall be subject to the grievance provisions of this agreement." 5

Administrator Evaluation Procedures

This area was touched upon in twenty-four per cent of the contracts. Definition of the process generally required two or more paragraphs. Although this has been included as a board right, twenty per cent of the group made provision for administrator involvement in the development of the process.

An example of a less than complex approach to evaluation can be found in the Huntington, New York, contract:

"The D.S.P.A. agrees that all Principals readily accept appraisal of their performance as determined by the Superintendent or his designee. It is further agreed that performance analysis forms will be devised by the Office of the Superintendent and will reflect recommendations of the D.S.P.A." 6

A more complete approach to this area was found in the Youngstown, New York, agreement. This document outlined an evaluation process with eight different steps and areas. The specifics included items such as "a detailed job description and yearly objectives", the citing of


"specific incidents", "district-wide responsibilities assigned by the Superintendent", and the responsibility of the evaluator to "propose detailed suggestions for the improvement of the weaknesses that have been cited."

Disciplinary Action Toward Administrators

Most state laws allow boards to take disciplinary action toward all employees. No contract provided for the elimination of this power. However, the inclusion of such an article in a contract does limit the parameters of a board when dealing in this area. In some cases such a clause will reduce arbitrary action.

A statement in a Michigan contract implies this idea:

"No member of the Bargaining Unit shall be disciplined, reprimanded, dismissed, reduced in rank or compensation, or deprived of any professional advantage without just cause."

In the following example from a New York contract it seems as if an attempt was made to limit board actions, but a careful reading shows that the board does, in fact, retain complete control:

"No administrator shall be reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or on behalf of the Board may be subject to the grievance procedure up to and including Level Three provided that in the case of such action against a non-tenure administrator which is based on the results of a regular evaluation, the provisions of this section shall not apply and provided that all provisions of this section shall comply with the provisions of Section 2573 of the Education Law."

---


This subject is mentioned in fourteen per cent of the sample.

Interpretation of the articles seems to support the idea that this is a board right. For example:

"Realizing that it is desirable for administrators to be cognizant of current philosophies, trends, and techniques, the Board may provide in-service workshops for administrators in areas deemed necessary."\(^{10}\)

Michigan contracts that contained this article were constructed in a similar way leading one to the conclusion that state-wide advice to boards may have played some part in its inclusion in the documents.

Administrator Rights and Responsibilities

This summary of the contracts has surfaced more provisions related to this category than any other. Where provisions relating to board rights amount to only four items, nineteen topics pertain to administrator rights.

A board's authority resides in state law. The state education laws represented by the sample agreements are long, complex, and many. However, in those contracts where board legal power is not fully defined this does not mean that the powers have been given away.

A similar situation exists in terms of local board policy. It, too, has the status of quasi-law and need not be represented in a contract to be in effect. These conditions outline a second reason why more provisions reflecting administrator rights exist board rights.

Another contributing factor is based on the assumption that administrators have initiated the bargaining process represented by the contracts. If this is correct, then it may be valid to predict that the contracts will contain more administrator concerns and issues than board rights or powers.

Finally, the author's bias in assigning provisions to the various categories has played some part in the apparent discrepancy. As has been discussed in the beginning of this chapter, such a bias cannot be realistically eliminated.

Principal's Responsibility and Authority

"At all times, the primary responsibility for the total instructional program in his school shall be vested in the Building Principal."¹¹ This is a sample of the type of statement that appears in eleven per cent of the documents. The clause outlines administrator responsibility and implies authority.

An agreement from Little Rock, Arkansas, specifies both dimensions. The principal is "directly responsible for the administration of all policies involving a local school building."¹² Inversely, "each principal shall have the authority to exercise his building responsibilities as set forth below....". This list includes the right to consultation about all policy changes, closing of school, and final approval on custodial help.¹³

¹³ Ibid.
The Philadelphia contract has one of the most complete statements on this subject:

"A principal is the responsible chief administrator of his school and is charged with the organization thereof, with the supervision of his staff and pupils and with the general maintenance of order and discipline.... The principal may establish and enforce such regulations as may, in his opinion, be advisable for the successful conduct of his school."

Principal's Relationship to Students

Both the historical and legal position of the principal has been as the highest authority within the building who deals with students. Recent court decisions seem to have lessened the arbitrary dimension of this power. This may be one reason why the topic appears in ten per cent of the sample. In those contracts where the subject does not appear, it may be assumed that state law, board policy, and/or administrative regulations already provide sufficient definition in the local situation.

The following excerpts show how this topic has been treated:

"The overall responsibility for discipline within a school rests with the principal, who is concerned with the well-being of both students and staff...."

In terms of student assignment:

"The Board of Education recognizes that it is the responsibility of the building principal to determine the best assignments for pupils within his building...."

In terms of action:

---


"While on school property, or in discharge of his duty, an administrator may use such force against a student as is necessary and reasonable to protect himself against attack or to prevent injury to another person." 17

Principal's Relationship to Building Personnel

Definition of the principal's relationship with building employees is a part of some contracts. Provisions have been made for selection, assignment, evaluation, and transfer of teachers outlining various kinds of principal involvement. Consultation agreement with central staff, and final approval all occur in one part or another of the articles. Approximately twenty per cent of the agreements touch upon one or more of these areas. There does not seem to be, however, a consistent set of responsibilities and/or authorities within the sample.

Excerpts from these articles follow. In terms of staff assignment within the building:

"Teachers shall be assigned to a school with the agreement of the Building Principal involved and the Superintendent." 18

In terms of dismissal and disciplinary actions:

"The Building Principal shall have primary responsibility for recommending to the Superintendent the hiring, dismissal, and disciplinary actions regarding all certified personnel in his building." 19

In terms of general authority over building personnel:


"All personnel assigned to a school building are subject to the Jurisdiction and Authority of the Head Master or Principal for all general school purposes."20

Policy Formulation

Within any institution, policy development is an important activity. Although the right to make final policy decisions rests by law with a board of education, it is valuable for, and to, various groups to have input channels available. More than forty per cent of the agreements provided for administrator input on district policy formulation.

The style in which this option is expressed varies considerably. For example, "educational administrators are qualified to assist in suggesting and developing policies and programs..." is one method.21 Another states that "the CFPS shall be represented on all committees formulating policies..."22 A final example suggests that "upon its request, the Association shall be given reasonable opportunity to consult with the Board of Education or its representatives on major revisions of educational policy or construction programs which are proposed or under consideration."23 In a portion of the sample the consultation article limits the administrator's input role to specific areas such as other employee negotiations, teacher evaluation, building usage, and/or school calendar development.

22 Cleveland, Ohio, op. cit., 1970.
Use or Modification of School Buildings

Input channels and notification about changes in the building in which he works was provided for in twelve per cent of the agreements. In some cases these decisions, rendered at a higher level, include modification and/or use plans.

One board and association agreed that "every effort should be made to apprise the Principal of all decisions that affect the operation of the building, rendered at a superior level in advance of their taking effect." A broader statement may be found in the Little Rock, Arkansas, contract:

"The principal shall be recognized as the educational leader in his/her building and shall be involved in all decisions affecting the various phases of operation of the school." 25

Assaults on Administrators

Thirty per cent of the sample refer to protection and procedure in the case of an assault on an administrator. These articles generally contain the method by which an incident is to be reported, board provisions for legal and medical aid, additional leave time, and/or compensation for damages.

Complaints against Administrators

In the public's view, as they most certainly are, administrators are open to various charges and/or complaints from a variety of groups. In some cases these accusations have resulted in the loss of a position.

---


Secondly, it is reasonable to assume that not all of the charges made against administrators are valid. Sometimes the complaints are initiated to serve some less obvious purpose.

Of the agreements represented, nearly twenty-four per cent address themselves to this area. In Cleveland the result of bargaining on this issue was:

"The administrator or supervisor involved and the president of the CFPS shall be given full information as to the nature of serious complaints or charges made by parents, students, or any special interest groups which appear to be organized, and be given every opportunity, resource, and help to answer or cope with such complaints or harassment."\(^{26}\)

The Jefferson County, Colorado, contract has a more complex section on this issue. An entire article of the document is devoted to the complaint procedure. The procedure contains definitions of parties, charges, and nine steps that are directed toward a final resolution of the charge. It suggests that every attempt will be made to protect the administrator in question.\(^{27}\)

**Legal Services for Administrators**

Directly related to assaults and complaints are the potential situations administrators face that may lead to legal action against them. Twenty-nine per cent of the contracts provide for the costs of legal defense for the administrator should such a need arise. The following statement exemplifies the manner in which this has been accomplished:

\(^{26}\) Cleveland, Ohio, op. cit., 1970.

"The Board agrees to save harmless and protect administrators from financial loss and will provide for their defense arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building." 28

In most of the provisions the allegation of assault by an administrator in connection with employment is likewise the basis for a request of legal counsel.

Transfers, Vacancies, and Promotions

Nearly one-half of the bargaining agreements show that the subject of transfers and vacancies has been considered by the negotiating parties. Representative of little involvement and no control is a contract that simply states that the association will be notified when a transfer is planned. 29 No consideration of voluntary or involuntary moves appears and no appeal mechanism is listed. Another agreement that represents the opposite end of the continuum provides that the member being transferred be notified thirty days in advance, that "a specific assignment and outline of the rationale for the transfer" be included, the right of appeal, no loss in tenure, and "no change in this policy without negotiations and agreement with local association." 30

Procedures for filling vacancies also range from very simple to multiple steps. Generally, the articles appearing in this area provide for publication of the vacancy within the district's buildings, the pro-


procedure an applicant is to follow, the right of association members to first consideration, acknowledgment of application, and notification of the disposition of an application.

Modification of Job Description

Approximately one-third of the sample provides for association input, at the least, on the subject of change in job description and/or working conditions. Commonly, the agreements call for association representation on committees dealing with job descriptions and working conditions. In many cases no change can be made in a specific job description without consultation with the association.

Open Personnel File

The right of free access to the contents of one's personnel file was a part of twenty-nine per cent of the agreements. In some cases this was limited to "review of the contents of any evaluation reports originated in this system which are contained in their personnel files as maintained by the Central Administrative Office." In other contracts the matter was handled by allowing administrators "to have access to their personnel files to review any document which is not privileged or confidential." In the Houston, Texas, agreement the article describing this right contained the same elements with the additions of identification of the sources of material in the file and the right to be


"accompanied by another person or a representative of the Association or legal counsel during the review." 33

**Academic Freedom**

Provision for academic freedom appeared in almost seven per cent of the sample. However, this group was exclusively from New York. All the clauses were written the same as or similar to the following:

"Academic freedom shall be encouraged for members, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject only to accepted standards of professional educational responsibility." 34

**Proposals by other Bargaining Units**

When employee bargaining becomes the normal method of establishing management-employee relationships, the possibility of conflict between various employee group proposals will emerge. In the school where the principal seems to have some of the characteristics of both management and labor this question is most significant. If, for example, the teachers' association gains a particular right through bargaining that had been within the province of the principal, then a conflict arises. In areas where teacher bargaining power occurred before administrative collective action many such cases of this type did take place. 35

---


Almost twenty per cent of the sample group gave administrators some role in the consideration of proposals by other bargaining units. The following clause is one example of the manner in which this concern was noted:

"All items agreed to by the Board with all other recognized negotiating representatives which affect the working conditions of the administrators covered by this Agreement shall be considered open to negotiation between the Board and the Association." 36

Commonly, the administrators serve in an advisory capacity to the board during negotiations. A New Jersey contract provides for this expectation in the following manner:

"During the course of teacher negotiations representative administrator(s) agreed upon by the Superintendent and Administrators shall be present and shall advise the Board of Education on administrative implications of negotiated language under consideration for agreement." 37

Involvement in Curriculum

As leader of the school, it would seem that the principal would be concerned with curriculum. This concern has been provided for in thirty-four per cent of the contracts. These articles define the principal's role in terms of curriculum change, as a supervisor, and the latitude of decision-making power possessed by various sub-groups within the school. In terms of the line-staff organization the example below shows that:

"A recommendation for curriculum change or innovation by teachers or departments may be submitted to either the principal or the Board. In either case the Board (Central Administration) and the Principal


committee will meet for further study and recommendation. Final recommendation for curriculum change or innovation will be made by the Superintendent or his representative to the Board for adoption."

Another example provides for curriculum involvement at the building level:

"The principal shall be involved in discussions relative to all instructional programs that are contemplated for his school. The principal may recommend whatever books, instructional materials, and equipment he believes necessary and desirable for his instructional program."

Involvement in Budget

It has been said that after money everything else is just conversation. Clauses relating to the budget of either the school or the district were found in only eleven per cent of the agreements. Some articles seemed insignificant defining only the procedure to change budget recommendations originating with the principal. Others told the manner in which teacher and department head requests would be handled. A Michigan contract tied the board to its original allocation to a building but retained approval of expenditures at the level of assistant superintendent. One New York contract stated that, "Whenever the board is considering a proposed budget, it will give the council the opportunity

---


40 Ibid.


to meet and discuss the proposed budget items as they pertain to the provisions of the Agreement."\textsuperscript{43} Finally, a New York contract stated "that principals play a key role in the preparation of the annual budget."\textsuperscript{44}

Yearly Calendar

The right to be involved in establishment of the school calendar is provided for in ten per cent of the sample. Generally speaking, the principal serves as one of many group representatives who are directly affected by the adoption of a specific calendar. A representation of the form this takes in contractual writing is below:

"Central Administration shall establish a procedure for development of the school calendar which provides for HAPF presentation (as appointed by the Executive Board) on any committee established for this purpose."\textsuperscript{45}

Attendance at Meetings, Conferences; Expenses

Based on the frequency with which it appears in the contracts, it seems as if the right to attend conventions, meetings, and other professional gatherings is important to administrators. Fifty-four per cent of the sample provided for this. As a corollary to this right, forty-three per cent of the contracts stated that the board would provide expenses incurred during such meetings.


\textsuperscript{44} Piscataway, New York, "Agreement between the Board of Education and the Piscataway Administrators' Association," 1970.

One important practical right of any school employee association is the use of the district's mail service, buildings, and time during the business day. Without these rights conducting the business of the association becomes extremely difficult. Eleven per cent of the districts allowed for the use of the district mail service. Approximately nineteen per cent granted time during the business day for members to carry on association business. In large city school districts such as Philadelphia selective administrators are released from all school duties to conduct association business while on full salary. The association's right to use school buildings is provided for in twenty per cent of the sample.

Dues Checkoff, Other Deductions

Provision for deducting the association's dues from members' payroll checks is contained in thirty-six per cent of the agreements. Within the total labor movement this is generally called a dues checkoff. Again, this provision has value in terms of the association's ability to function at its potential.

Other deductions made included annuities, medical, and/or income protection charges. These seem to have been granted as a service to association members.

Negotiations Provisions

Nearly all of the contracts outline the method by which the parties arrive at agreement. The questions of recognition, implementation, change of agreement, grievance, and exchange of information are answered in the negotiations provisions. Scope of negotiations is considered in
most of the documents. All of the contracts do not have the same provisions. Only a minority of the group contains all possible negotiations provisions.

Recognition Clause

Recognition clauses include the elements of exclusive bargaining agent, reference to state public employee bargaining legislation, definition of the jobs contained within the bargaining unit, definitions of terms, and the length of recognition. Other elements noted in some of the agreements were the scope of negotiations, the right of an individual to present any matter to the board, the association's responsibility to represent equally all members of the bargaining unit, no-strike pledges, and the association's responsibility to admit all administrators to membership without qualification. It must be noted, however, that not all of the agreements in the sample contained all of these elements.

More than ninety per cent of the sample had a recognition clause.

A Connecticut example:

"The Board recognizes the Association as the exclusive representative as defined in Chapter 166, Section 10-153 of the Connecticut General Statutes as amended, for the entire group of certified professional employees of the Board including elementary school principals, secondary school principals, and vice-principals, the Supervisor of Special Education...for the purposes of negotiating salaries and other conditions of employment."£6

Preamble

Sixty-nine per cent of the sample included a preamble. This type of clause serves to outline the basis on which the board and association enter into an agreement. Statements such as "we have an over-riding mutuality of interest in the desire to achieve the finest possible educa-

tion for the children..."\(^47\) and "it is toward this end, with mutual re-

pect for the rights, responsibilities and duties of each other, that the

Board and the Association enter into this agreement"\(^48\) exemplify the
general nature of a preamble.

**Zipper Clause**

The term, "zipper clause", refers to a contractual provision that
eliminates the possibility of any future negotiation once the agreement
is signed by both parties. Seventeen per cent of the contracts have such
a provision. An example of such a clause is:

"This Agreement incorporates the entire understanding of the
parties on all issues which have been the subject of negotiations.
During the term of this contract neither party shall be required to
negotiate on any matter except wherein the contract specifically
provides for the reopening of items for negotiation."\(^49\)

**Provision to Change the Agreement**

Where one minority group of contracts is constructed so that no
change is possible during the agreement's stated legal life, another
group of twenty-five per cent makes provision for change. In many of
these documents the process by which the agreement may be modified is
defined simply: "...any provision of this agreement may be discussed or
renegotiated at any time with the mutual consent of both parties."\(^50\)

\(^47\) Jericho, New York, "Jericoh Educational Administrators' Associ­


\(^48\) Poughkeepsie, New York, "Collective Bargaining Agreement by and

between Central School District No. 1 of the Towns of Wappinger, Pough-

keepsie, Fishkill, East Fishkill, and LaGrange, Dutchess County, Kent and

Phillipstown, Putnam County, New York, and the Wappingers Administrators' 


\(^49\) Pontiac, Michigan, _op. cit._, 1972.

\(^50\) Winthrop, Maine, "Negotiations Agreement between the Winthrop

Another contract states that "it may be amended only by mutual consent of both parties with written evidence of said consent being presented by each party to the other."51

Negotiations Procedure

As its label implies, the negotiations procedure article of a contract outlines the method by which the board and the association are to work toward a final agreement. Nearly sixty per cent of the sample makes reference to this process. Elements included in a negotiations procedure article are the dates when meetings take place, the legal status of previously agreed to times, the make-up of the negotiating teams, the method by which public statements may be made, how ratification is achieved, a zipper clause, and impasse procedures. Again, the depth to which a particular contract reflects these elements seems to be tied to the local conditions. No other pattern to explain these differences has been noted.

Scope Clause

In any collective bargaining contract the scope clause is a most important section. In this part the participating parties agree to those items about which they will negotiate. The important distinction is that they will "negotiate" rather than "discuss" these items. In so agreeing, a commitment is made to the legal parameters of the negotiations agreement. In other words, if agreement cannot be reached about a particular item, then either party may initiate impasse procedures and,

if it is called for, binding arbitration. Where many boards may be most willing to discuss any number of items with an employee group, it does not follow that they will be willing to include these topics in the scope clause. Ninety per cent of the contracts contain a scope statement.

That which is to be included in the scope clause may be listed by specific item, or it may fall under a general heading such as "working conditions". General practice, court decisions, and usage all seem to agree that nearly anything connected with employment can be entitled, "working conditions". Many teacher contracts list specific items to be negotiated in the scope clause but do not list working conditions. National educational organizations such as the AASA recommend that this phrase not be placed in the scope clause. Based on these points, it is fascinating to know that all administrator contracts in this sample do include "working conditions" in the scope clause.

Implementation of Agreement

Twelve per cent of the sample provide for meetings and/or a process aimed at implementing the contract. Those contracts that provide for this by meetings designated the superintendent or board members as the source to whom problems would be presented. In some cases the meetings are scheduled on a regular basis. In others an issue must be raised by either side before a meeting takes place.

In most collective bargaining agreements the grievance procedure serves as the method to interpret the contract. The documents that include an implementation provision may be said to have an added dimension.

to their grievance procedure. In all cases a grievance may be filed if the implementation process fails to solve a particular problem.

Grievance Procedure

Grievance procedures are one of the most commonly found articles in the sample group. Eighty per cent have such a process outlined in the contract. In the overwhelming majority of the agreements the grievance procedure is a long and detailed process. It is surprising to note that not all of the contracts have such a provision.

The typical grievance procedure includes a series of steps to be followed by the party filing such a complaint. Generally, these steps begin at the local level, proceed to the board and, finally, to some type of arbitration or mediation. Implied within each step is the objective of settling the difference of opinion at that level.

The question of binding arbitration is most important. Approximately forty per cent of the group provide for binding arbitration. The arbitrators are generally selected from the American Arbitration Association. However, an equal percentage make the board level the final stage for any aggrieved party. The remaining group allow for mediation by an outside source but still give the board the right to make final decisions.

Exchange of Information

The right to and responsibility for exchanging pertinent information during negotiations is included in thirty per cent of the agreements. In most cases this refers more to the board than to the association since the former has available to it those kinds of data that may be most important in collective bargaining. Provision for this is gener-
ally accomplished by a simple statement that the parties will exchange relevant information and/or all data unless such is privileged by law.

**Duration of Contract**

Surprisingly, only eighty-two per cent of the agreements listed the duration of the contract. As is true with any contract, such a provision is an absolute necessity. The explanation for the absence of this provision in eighteen per cent of the sample is not clear.

The duration of the contract is simply a listing of the dates during which the contract is in effect. In many cases the duration article included the dates when negotiations for a new agreement would begin. In a minority of the group provision was made to continue the contract as written unless either party submitted a list of new items to be negotiated.

**Contract Supercedes Board Policy**

A board of education may enter into a contractual situation but in so doing gives up its right to unilateral action on any item included in the contract. Even though this legal inhibition is accepted, thirty per cent of the contracts contained a clause that suggested that the agreement superceded any board policy contrary to it.

**No-Strike Clause**

New York's Taylor law provides for a no-strike provision in all public employee collective bargaining agreements. Massachusetts has similar legislation. Such a clause appeared in only a few of the contracts representing the other states.
Salary and Fringe Benefits

This category includes definition of the work year, the salary schedules and methods of payment, various types of leave, insurance protection, workingmen's compensation, and the right to the same fringe benefits as other employee groups. As might be expected, these clauses appear in larger percentages of the sample group than do other types.

Work Year Defined

Ninety-five per cent of the agreements specify the administrator's work year. Holidays, vacation options, and special dates are listed in these clauses. In some cases reference is made to the length of the work day for administrators. However, many simply suggest that the administrator is on duty at any time that his presence is required.

Salary Schedule

All of the contracts have a salary schedule. Three types of schedules have been used. A majority of the agreements outline a ratio of administrator salary based on the existing teachers' schedule. In these cases differences in the ratio seem to be based on building size, level of the school, and the length of the work year.

A second type of schedule is based on steps. These gradations are generally made on the basis of administrator experience. In some cases, however, the job description is the key factor. The third type of salary schedule lists either the specific building to which an administrator is assigned and the corresponding salary or gives the name of each person and the dollar amount they are to receive for the year.
Some Fringe Benefits as other Employees

Forty-two per cent of the contracts give administrators the same fringe benefits as enjoyed by other bargaining units. In this way principals benefit directly from the negotiation efforts of teachers. Seventeen per cent provide for additional fringe benefits for administrators as compared to other employee groups.

Leave

Eighty per cent of the sample outline the various types of leave available to administrators. These categories include sick leave, personal leave, military leave, sabbatical leave, maternity leave, and leaves of absence. In those areas where leave is not included in the contract it may be assumed that it exists as a part of regular board policy. Approximately thirteen per cent of the group provides for a sick leave bank. This is simply a procedure where employees share total sick leave days available to all members of the bargaining unit on a need basis.

Insurance

Nearly three-fourths of the contracts provide medical insurance to administrators. Two other types provided are life insurance and liability protection. Most of the medical insurance benefits include both hospitalization and major expense protection.

Automobile Expenses

Twenty-six per cent of the administrator groups represented are given mileage payments for use of automobiles. Again, where this is not listed it may very well be part of regular board policy.
Workingmen's Compensation

Twenty per cent of the sample note workingmen's compensation. Why this has been included in the contracts is not clear. In states where such benefits are given they may not be taken away by an employer; therefore, the inclusion of such a clause seems to be redundant.

Provisions Pertaining to State and Federal Law

Three types of provisions appeared in many of the agreements directly related to state and/or federal law. The necessity for these clauses is the result of state legislation in some cases. In others it is difficult to determine why the statements appeared since there seems to be no legal need for their inclusion.

Legislative Action Provision

The Taylor law, New York's public employee bargaining legislation, demands that every contract include the following statement:

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."53

Savings Clause

Nearly one-half of the agreements do carry a statement referring to the relationship between state law and the terms and conditions of the contract. This has been labeled savings clause, severability, or conformity to law in the various documents. Essentially, this type of clause

protects all of the terms and conditions of the contract other than that
one which has been adjudged to be in conflict with state law. An example
of such a statement is:

"The terms and conditions of this agreement are subject to the
laws of the State of Michigan and in the event that any provision is
held to be invalid by a court of competent jurisdiction, the Attorney
General, or by any other administrative agency of the State of Michi-
gan, such determination shall not invalidate the remaining provisions
of this agreement."54

Contract Subject to State and/or Federal Law

Forty-one per cent of the group state that the terms and con-
ditions of the agreement are subject to state and/or federal law. As
seems to be the case in a number of provisions, there is no legal neces-
sity for the inclusion of such a statement with the exception of New
York's Taylor law.

Miscellaneous Provisions

The many and varied provisions listed under this category have
received the miscellaneous label primarily because they appeared with
little frequency. They represent many of the previous five categories
but are not commonly discussed topics of negotiations. This conclusion
in no way reflects upon their educational and/or administrative importance.

Substitutes for secretarial or custodial staff members was guaran-
teed in one New York contract within the parameters of budgetary limita-
tions.55 A requirement for principals to substitute as instructors under

54St. Clair Shores, Michigan, op. cit., 1971
specified conditions appeared in both a Massachusetts and a Michigan contract. 56

Six New York agreements included a Code of Ethics that had been adopted by the New York State School Board's Association. 57 This type of article may be interpreted to be closely related to the academic freedom provisions that appeared in a substantial minority of the agreements.

A number of the agreements made reference to the principal's activities in and out of school. Two New York contracts suggested that the principal not engage in any activity outside of the school that "would diminish his effectiveness" as an administrator. 58 Two others requested that the administrator be neat and appear in a socially acceptable manner while on the job. 59 Another document demanded that the principal work toward positive and informative community relationships. 60 Finally, one contract asked that the principal participate in various community parent groups as representative of the school. 61

Lunch hour problems were mentioned in a few of the contracts. One gave the principal a "duty free lunch hour." 62 Two others spelled

56 Boston, Massachusetts, op. cit., 1969.
60 Plainview, New York, op. cit., 1970
out the manner in which the lunch program would be supervised. 63 A New York contract provided for telephone coverage of the office area during the lunch period. 64

Special considerations for the principal appeared in a few agreements. In one, parking space for the principal was guaranteed. 65 Another provided for private office space for the administrator. 66 Six contracts gave the association members first choice at summer employment opportunities within the school district. 67 Two of these guaranteed such employment for the members. 68 One contract allowed the administrator to teach during the summer months at another place as long as the time was made up in the following year. 69 "Clean working conditions" were the subject of another agreement. The negotiating teams apparently felt that this was a need of the association members and included it in the agreement. 70

An administrative internship program was outlined in two contracts. 71 The right to make educational innovations within the build-


64 Baldwin, New York, op. cit., 1969.


ing was granted to principals in one New York district.\textsuperscript{72} Provision for a district instructional materials center appeared in another agreement.\textsuperscript{73}

Various types of ratios concerning staff appeared infrequently in the sample. In four agreements clerical staff was provided on a ratio to building enrollment.\textsuperscript{74} In one contract department chairman positions were created in the same manner.\textsuperscript{75} In two others an assistant principal's position could be created on a ratio basis.\textsuperscript{76}

Termination of services and/or retirement was touched upon in nine of the agreements. However, the substance of these articles demonstrated no consistency. The method by which an administrator could retire from the district was the subject of three contracts.\textsuperscript{77} Bonus payment for various lengths of service appeared on one other.\textsuperscript{78} Severance pay was provided for in another.\textsuperscript{79}

A merit pay system for administrators was described in one contract.\textsuperscript{80} One agreement included a management survey provision.\textsuperscript{81} Another

\textsuperscript{72} Huntington, New York, op. cit., 1970.
\textsuperscript{74} Little Rock, Arkansas, op. cit., 1971.
\textsuperscript{75} Hauppauge, New York, op. cit., 1970.
\textsuperscript{76} Houston, Texas, op. cit., 1970.
\textsuperscript{78} Boston, Massachusetts, op. cit., 1969.
\textsuperscript{79} St. Clair Shores, Michigan, op. cit., 1971.
\textsuperscript{80} Lancaster, New York, op. cit., 1969.
described emergency school closing procedures. 82 A two-year contract was provided for in one Michigan district. 83

One board agreed to consult with the administrators' association before making public any decision affecting the administrators. 84 Two other boards agreed to consult with the association on any in-service programs planned for the teaching staff. 85 The Philadelphia principals were made members of the management team by the terms of their contract. 86

Three Massachusetts districts absolved administrators of any responsibility for loss of monies during the physical transfer of funds where no fault existed with them. 87 Four school districts agreed to pay state and national professional association dues for administrators. 88 One district made the central office responsible for communication to the building administrators. 89

Two contracts guaranteed an open shop for administrators. 90 Four


87 Chelmsford, Massachusetts, "Agreement between the Chelmsford School Committee and the Chelmsford School Administrators' Association," 1969.


others made reference to the continuation of federal and/or state programs where board participation was needed.91 One agreement demanded that association members act in a "moral, legal, and ethical way in all dealings" concerning their positions.92 One outlined professional improvement in terms of the number of graduate hours administrators had to accumulate every calendar year.93

The rationale for special education services appeared in one contract.94 An incentive program for future administrators from the ranks of the teaching staff was outlined in another document.95 District-wide assignments were referred to in a New York contract.96

---

CHAPTER IV

A WEIGHTING AND ANALYSIS OF THE CONTRACTS

The results of the process by which the contents of the contracts were weighted resulted in three major sets of quantitative reports. The first of these deals with the total weightings achieved by both individual hypotheses and the sum of all four hypotheses (Total Weightings - All Hypotheses). The second set of figures gives the frequency and percentage of the total group in terms of the specific weightings that each proposition received (Weightings of Contractual Provisions Related to the Propositions). The third major section of this chapter examines each proposition and discusses its relative position compared to the other propositions within the total group (The Propositions Considered). In all three parts of the chapter, tables are included that report the same figures but are based upon contracts from individual states. Finally, the states' contracts are ordered in terms of highest to lowest weighting.

Total Weightings - All Hypotheses

In the following thirty tables the same specific type of information is shown. The line entitled "number of contracts" reports the frequency for the group. The figure called "maximum possible weighting" is the product of the number of contracts times the highest possible weighting an individual contract could receive. The "actual weighting" is the sum of weightings that the contracts did, in fact, receive.
The "maximum possible range" demonstrates on a continuum the fewest to most number of points a contract could receive. The "actual range" is that range that emerged in the weighting process. The "mean weighting" and "median weighting" are self-explanatory. The figure called "mean percentage of maximum weighting" represents that percentage of the total that the mean of the group listed did reach.

Table 1 reports the total weighting of all the agreements on all the hypotheses and propositions. In analyzing the figures a number of factors seem to be suggested: (1) As a group, the agreements received less than half of the total weighting that was possible; (2) The range demonstrates that none of the agreements received the maximum possible points; (3) The range suggests that very large differences exist between the agreements; (4) A comparison of the actual weightings and actual range to the maximum suggests that the distribution is skewed somewhat to the left of the normal curve.

Table 1

<table>
<thead>
<tr>
<th>Total Weightings of All Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Hypotheses</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Number of contracts</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
</tr>
<tr>
<td>Actual weighting</td>
</tr>
<tr>
<td>Maximum possible range</td>
</tr>
<tr>
<td>Actual range</td>
</tr>
<tr>
<td>Mean weighting</td>
</tr>
<tr>
<td>Median weighting</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
</tr>
</tbody>
</table>

Table 2 reports the total weightings for all of the contracts on those propositions related to Hypotheses I. This hypothesis focused on the principal's various methods by which he could shape his professional
destiny. Again, no agreement received the maximum possible weighting. The wide range points out a corresponding lack of similarity within the agreements. Although the mean percentage of maximum weighting is only approximately one-half of the total possible, this hypothesis did receive the highest figure of the four.

Table 2

Total Weightings of All Contracts

<table>
<thead>
<tr>
<th>Hypothesis I</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>81</td>
<td>Maximum possible weighting</td>
<td>3159</td>
<td>Actual weighting</td>
<td>1134</td>
<td>Maximum possible range</td>
<td>0-39</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual range</td>
<td>0-33</td>
<td>Mean weighting</td>
<td>17.7</td>
<td>Median weighting</td>
<td>16.8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mean percentage of maximum weighting</td>
<td>45.4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 3 demonstrates the same types of data reported in Table 2 but is concerned with Hypothesis II. This hypothesis is related to the direction, control, and evaluation of staff members by the principal. The low mean percentage of maximum weighting suggests that this form of contractual obligation occurs less frequently than those types listed under Hypothesis I.

Table 3

Total Weightings of All Contracts

<table>
<thead>
<tr>
<th>Hypothesis II</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>81</td>
<td>Maximum possible weighting</td>
<td>1458</td>
<td>Actual weighting</td>
<td>409</td>
<td>Maximum possible range</td>
<td>0-18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual range</td>
<td>0-15</td>
<td>Mean weighting</td>
<td>5.1</td>
<td>Median weighting</td>
<td>3.3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mean percentage of maximum weightings</td>
<td>28.3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 4 focuses on Hypothesis III. The propositions in this hypothesis outline the role the principal plays in the educational programs of his building. The hypothesis received the lowest mean percentage of maximum weighting of the four in the study. Since this area is concerned with the educational program of the school, the implications of these minimal figures may suggest significant parameters of the principal's role.

<table>
<thead>
<tr>
<th>Hypothesis III</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>81</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>729</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>154</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-9</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-9</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>1.78</td>
</tr>
<tr>
<td>Median weighting</td>
<td>0.8</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>19.8%</td>
</tr>
</tbody>
</table>

The role of organized principals in school district policy development is the theme of Hypothesis IV. Table 5 outlines the weightings related to the propositions in this hypothesis. Again, the same differences appear as have been noted in the first four tables.

<table>
<thead>
<tr>
<th>Hypothesis IV</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>81</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>1215</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>381</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-15</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-15</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>4.7</td>
</tr>
<tr>
<td>Median weighting</td>
<td>3.9</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>31.3%</td>
</tr>
</tbody>
</table>
Reporting the same kinds of information as has been listed above by contracts from individual states allows for a number of comparisons. The results of differing public employee bargaining legislation may be reflected in the significantly differing weightings. The history of public employee collective bargaining within a state may similarly be demonstrated. The state's organization of school districts is a third possibility.

The agreements from five states have been used. The total of this group is less than all of the agreements used in the study because a number of states were represented by so few contracts that they were considered negligible in terms of making comparisons. The states reported are Connecticut, Massachusetts, Michigan, New Jersey, and New York.

Appearing after the tables that report weightings from the states is another series that compares state totals. This series demonstrates that large differences do exist between the agreements of the various states.

Table 6

<table>
<thead>
<tr>
<th>Connecticut Total Weightings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
</tr>
<tr>
<td>Actual weighting</td>
</tr>
<tr>
<td>Maximum possible range</td>
</tr>
<tr>
<td>Actual range</td>
</tr>
<tr>
<td>Mean weighting</td>
</tr>
<tr>
<td>Median weighting</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
</tr>
</tbody>
</table>
Table 7
Connecticut Hypothesis I

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th></th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>273</td>
<td></td>
</tr>
<tr>
<td>Actual weighting</td>
<td>76</td>
<td></td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-39</td>
<td></td>
</tr>
<tr>
<td>Actual range</td>
<td>4-19</td>
<td></td>
</tr>
<tr>
<td>Mean weighting</td>
<td>10.9</td>
<td></td>
</tr>
<tr>
<td>Median weighting</td>
<td>10.0</td>
<td></td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>28.0%</td>
<td></td>
</tr>
</tbody>
</table>

Table 8
Connecticut Hypothesis II

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th></th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>126</td>
<td></td>
</tr>
<tr>
<td>Actual weighting</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-18</td>
<td></td>
</tr>
<tr>
<td>Actual range</td>
<td>0-9</td>
<td></td>
</tr>
<tr>
<td>Mean weighting</td>
<td>2.9</td>
<td></td>
</tr>
<tr>
<td>Median weighting</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>16.1%</td>
<td></td>
</tr>
</tbody>
</table>

Table 9
Connecticut Hypothesis III

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th></th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>63</td>
<td></td>
</tr>
<tr>
<td>Actual weighting</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-9</td>
<td></td>
</tr>
<tr>
<td>Actual range</td>
<td>0-2</td>
<td></td>
</tr>
<tr>
<td>Mean weighting</td>
<td>0.13</td>
<td></td>
</tr>
<tr>
<td>Median weighting</td>
<td>0.51</td>
<td></td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>4.8%</td>
<td></td>
</tr>
</tbody>
</table>

Table 10
Connecticut Hypothesis IV

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th></th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>105</td>
<td></td>
</tr>
<tr>
<td>Actual weighting</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-15</td>
<td></td>
</tr>
<tr>
<td>Actual range</td>
<td>0-8</td>
<td></td>
</tr>
<tr>
<td>Mean weighting</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>Median weighting</td>
<td>0.8</td>
<td></td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>13.3%</td>
<td></td>
</tr>
</tbody>
</table>
As was the case with the agreements from Connecticut, the Massachusetts contracts number only seven. Because of the small number involved generalities based on the comparisons that follow the analysis should be treated cautiously.

Table 11

Massachusetts Total Weightings

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>7</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>567</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>149</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-81</td>
</tr>
<tr>
<td>Actual range</td>
<td>17-26</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>21.3</td>
</tr>
<tr>
<td>Median weighting</td>
<td>21.3</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>26.3%</td>
</tr>
</tbody>
</table>

Table 12

Massachusetts Hypothesis I

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>7</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>273</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>120</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-39</td>
</tr>
<tr>
<td>Actual range</td>
<td>14-23</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>17.1</td>
</tr>
<tr>
<td>Median weighting</td>
<td>15.0</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>43.9%</td>
</tr>
</tbody>
</table>

Table 13

Massachusetts Hypothesis II

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>7</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>126</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>22</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-18</td>
</tr>
<tr>
<td>Actual range</td>
<td>1-7</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>3.1</td>
</tr>
<tr>
<td>Median weighting</td>
<td>3.4</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>17.2%</td>
</tr>
</tbody>
</table>
The eleven contracts from Michigan represent school districts with as few as three principals to the large Detroit school system. Led by the United Auto Workers, Michigan has had a long history of labor collective action. This history seems, in part, to be reflected in the state's school administrator agreements.
### Table 17
**Michigan Hypothesis I**

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>429</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>212</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-39</td>
</tr>
<tr>
<td>Actual range</td>
<td>8-31</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>22.0</td>
</tr>
<tr>
<td>Median weighting</td>
<td>23.0</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>56.4%</td>
</tr>
</tbody>
</table>

### Table 18
**Michigan Hypothesis II**

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>198</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>76</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-18</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-12</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>6.9</td>
</tr>
<tr>
<td>Median weighting</td>
<td>7.0</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>38.3%</td>
</tr>
</tbody>
</table>

### Table 19
**Michigan Hypothesis III**

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>99</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>39</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-9</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-9</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>3.6</td>
</tr>
<tr>
<td>Median weighting</td>
<td>3.0</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>40.0%</td>
</tr>
</tbody>
</table>

### Table 20
**Michigan Hypothesis IV**

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>165</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>55</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-15</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-14</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>5.0</td>
</tr>
<tr>
<td>Median weighting</td>
<td>3.14</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>33.3%</td>
</tr>
</tbody>
</table>
Because of their close proximity, it may be possible that the similar weightings of both the New Jersey and the New York contracts are the result of exchange of legislative and bargaining information between parties in both states.

Table 21
New Jersey Total Weightings

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>729</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>235</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-81</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-34</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>26.1</td>
</tr>
<tr>
<td>Median weighting</td>
<td>30.5</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>32.1%</td>
</tr>
</tbody>
</table>

Table 22
New Jersey Hypothesis I

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>351</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>147</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-39</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-28</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>16.3</td>
</tr>
<tr>
<td>Median weighting</td>
<td>16.0</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>41.8%</td>
</tr>
</tbody>
</table>

Table 23
New Jersey Hypothesis II

<table>
<thead>
<tr>
<th>Number of contracts</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum possible weighting</td>
<td>162</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>33</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-18</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-7</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>3.7</td>
</tr>
<tr>
<td>Median weighting</td>
<td>3.6</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>20.5%</td>
</tr>
</tbody>
</table>
The largest number of agreements from one state in this study emanates from New York school districts. This frequency is the result of a number of factors that include the state's history in public employee collective bargaining, state legislation, and the availability of these agreements at the offices of the National Association of Elementary School Principals.
<table>
<thead>
<tr>
<th>Table 27</th>
<th>New York Hypothesis I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>39</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>1521</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>688</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-39</td>
</tr>
<tr>
<td>Actual range</td>
<td>1-33</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>17.6</td>
</tr>
<tr>
<td>Median weighting</td>
<td>17.7</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>45.1%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 28</th>
<th>New York Hypothesis II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>39</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>702</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>193</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-18</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-15</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>5.0</td>
</tr>
<tr>
<td>Median weighting</td>
<td>4.7</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>27.8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 29</th>
<th>New York Hypothesis III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>39</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>351</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>70</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-9</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-9</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>1.8</td>
</tr>
<tr>
<td>Median weighting</td>
<td>0.95</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>20.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 30</th>
<th>New York Hypothesis IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>39</td>
</tr>
<tr>
<td>Maximum possible weighting</td>
<td>585</td>
</tr>
<tr>
<td>Actual weighting</td>
<td>223</td>
</tr>
<tr>
<td>Maximum possible range</td>
<td>0-15</td>
</tr>
<tr>
<td>Actual range</td>
<td>0-15</td>
</tr>
<tr>
<td>Mean weighting</td>
<td>5.7</td>
</tr>
<tr>
<td>Median weighting</td>
<td>6.8</td>
</tr>
<tr>
<td>Mean percentage of maximum weighting</td>
<td>38.0%</td>
</tr>
</tbody>
</table>
As was discussed in the beginning of this chapter, the following tables compare the states with each other and to the total group. In all cases the total group of agreements is listed first followed by each state group in the order of highest to lowest weighting. Both the mean weighting and the percentage of the maximum possible weighting are included.

### Table 31
Comparison of State Groups on Total Weighting

<table>
<thead>
<tr>
<th>State Group</th>
<th>f</th>
<th>Mean Weighting</th>
<th>Percentage of Maximum Possible Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>All contracts</td>
<td>81</td>
<td>29.2</td>
<td>36.0</td>
</tr>
<tr>
<td>Michigan</td>
<td>11</td>
<td>37.5</td>
<td>46.3</td>
</tr>
<tr>
<td>New York</td>
<td>39</td>
<td>30.1</td>
<td>37.1</td>
</tr>
<tr>
<td>New Jersey</td>
<td>9</td>
<td>26.1</td>
<td>32.1</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>7</td>
<td>21.3</td>
<td>26.3</td>
</tr>
<tr>
<td>Connecticut</td>
<td>7</td>
<td>16.1</td>
<td>19.9</td>
</tr>
</tbody>
</table>

### Table 32
Comparison of State Groups on Hypothesis I

<table>
<thead>
<tr>
<th>State Group</th>
<th>f</th>
<th>Mean Weighting</th>
<th>Percentage of Maximum Possible Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>All contracts</td>
<td>81</td>
<td>17.7</td>
<td>45.4</td>
</tr>
<tr>
<td>Michigan</td>
<td>11</td>
<td>22.0</td>
<td>56.4</td>
</tr>
<tr>
<td>New York</td>
<td>39</td>
<td>17.6</td>
<td>45.1</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>7</td>
<td>17.1</td>
<td>43.9</td>
</tr>
<tr>
<td>New Jersey</td>
<td>9</td>
<td>16.3</td>
<td>41.8</td>
</tr>
<tr>
<td>Connecticut</td>
<td>7</td>
<td>10.9</td>
<td>28.0</td>
</tr>
</tbody>
</table>

### Table 33
Comparison of State Groups on Hypothesis II

<table>
<thead>
<tr>
<th>State Group</th>
<th>f</th>
<th>Mean Weighting</th>
<th>Percentage of Maximum Possible Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>All contracts</td>
<td>81</td>
<td>5.1</td>
<td>28.3</td>
</tr>
<tr>
<td>Michigan</td>
<td>11</td>
<td>6.9</td>
<td>38.3</td>
</tr>
<tr>
<td>New York</td>
<td>39</td>
<td>5.0</td>
<td>27.8</td>
</tr>
<tr>
<td>New Jersey</td>
<td>9</td>
<td>3.7</td>
<td>20.5</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>7</td>
<td>3.1</td>
<td>17.2</td>
</tr>
<tr>
<td>Connecticut</td>
<td>7</td>
<td>2.9</td>
<td>16.1</td>
</tr>
</tbody>
</table>
Table 34
Comparison of State Groups on Hypothesis III

<table>
<thead>
<tr>
<th>State Group</th>
<th>f</th>
<th>Mean</th>
<th>Percentage of Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>All contracts</td>
<td>81</td>
<td>1.8</td>
<td>19.8</td>
</tr>
<tr>
<td>Michigan</td>
<td>11</td>
<td>3.6</td>
<td>40.0</td>
</tr>
<tr>
<td>New York</td>
<td>39</td>
<td>1.8</td>
<td>20.0</td>
</tr>
<tr>
<td>New Jersey</td>
<td>9</td>
<td>1.1</td>
<td>12.2</td>
</tr>
<tr>
<td>Connecticut</td>
<td>7</td>
<td>0.43</td>
<td>4.8</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>7</td>
<td>0.43</td>
<td>4.8</td>
</tr>
</tbody>
</table>

Table 35
Comparison of State Groups on Hypothesis IV

<table>
<thead>
<tr>
<th>State Group</th>
<th>f</th>
<th>Mean</th>
<th>Percentage of Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>All contracts</td>
<td>81</td>
<td>4.7</td>
<td>31.3</td>
</tr>
<tr>
<td>New York</td>
<td>39</td>
<td>5.7</td>
<td>38.0</td>
</tr>
<tr>
<td>Michigan</td>
<td>11</td>
<td>5.0</td>
<td>33.3</td>
</tr>
<tr>
<td>New Jersey</td>
<td>9</td>
<td>5.0</td>
<td>33.3</td>
</tr>
<tr>
<td>Connecticut</td>
<td>7</td>
<td>2.0</td>
<td>13.3</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>7</td>
<td>0.57</td>
<td>3.8</td>
</tr>
</tbody>
</table>

Weightings of Contractual Provisions Related to the Propositions

The second major set of tables deals with the frequency with which each proposition appeared in the agreements. Although each proposition has been assumed to be of equal importance, noting the frequency of appearance allows for a more complete analysis. If a particular proposition failed to be represented in the contracts at the ninety per cent level then it may be concluded that organized principals have either failed to or don't want such a provision in their contracts. A converse situation is equally plausible.

The tables reporting the occurrences of each proposition give a percentage figure of the total group. In some cases it may be noted that the sum of percentages for a particular proposition does not equal one
This is the result of rounding each derived percentage to the nearest whole number.

### Table 36
Weightings of Individual Propositions

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1%</td>
<td>16%</td>
<td>20%</td>
<td>52%</td>
</tr>
<tr>
<td>2</td>
<td>13</td>
<td>25</td>
<td>23</td>
<td>29</td>
</tr>
<tr>
<td>3</td>
<td>47</td>
<td>25</td>
<td>23</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>52</td>
<td>11</td>
<td>11</td>
<td>23</td>
</tr>
<tr>
<td>5</td>
<td>3</td>
<td>21</td>
<td>25</td>
<td>51</td>
</tr>
<tr>
<td>6</td>
<td>18</td>
<td>0</td>
<td>5</td>
<td>77</td>
</tr>
<tr>
<td>7</td>
<td>63</td>
<td>1</td>
<td>9</td>
<td>26</td>
</tr>
<tr>
<td>8</td>
<td>93</td>
<td>1</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>62</td>
<td>6</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>37</td>
<td>19</td>
<td>34</td>
</tr>
<tr>
<td>11</td>
<td>91</td>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>38</td>
<td>10</td>
<td>6</td>
<td>42</td>
</tr>
<tr>
<td>13</td>
<td>47</td>
<td>23</td>
<td>11</td>
<td>20</td>
</tr>
</tbody>
</table>

### Table 37
All Contracts Hypothesis II

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>65%</td>
<td>13%</td>
<td>15%</td>
<td>8%</td>
</tr>
<tr>
<td>15</td>
<td>62</td>
<td>13</td>
<td>9</td>
<td>16</td>
</tr>
<tr>
<td>16</td>
<td>66</td>
<td>13</td>
<td>14</td>
<td>6</td>
</tr>
<tr>
<td>17</td>
<td>21</td>
<td>25</td>
<td>24</td>
<td>29</td>
</tr>
<tr>
<td>18</td>
<td>81</td>
<td>14</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>19</td>
<td>37</td>
<td>29</td>
<td>21</td>
<td>13</td>
</tr>
</tbody>
</table>

### Table 38
All Contracts Hypothesis III

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>60%</td>
<td>16%</td>
<td>10%</td>
<td>13%</td>
</tr>
<tr>
<td>21</td>
<td>78</td>
<td>13</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>22</td>
<td>69</td>
<td>18</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>
Table 37
Weightings of Individual Propositions

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>38%</td>
<td>18%</td>
<td>9%</td>
<td>35%</td>
</tr>
<tr>
<td>24</td>
<td>65</td>
<td>8</td>
<td>10</td>
<td>18</td>
</tr>
<tr>
<td>25</td>
<td>47</td>
<td>30</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>26</td>
<td>39</td>
<td>26</td>
<td>14</td>
<td>19</td>
</tr>
<tr>
<td>27</td>
<td>48</td>
<td>29</td>
<td>14</td>
<td>9</td>
</tr>
</tbody>
</table>

The next series of tables report the frequency with which each proposition appeared grouped by state. The same group of states is listed as was used earlier in this chapter. Where percentages were used in the preceding four tables, the following is reported by actual number. This change in form has been used because of the small frequencies in some cases.

The Propositions Considered

In the following section of this chapter each proposition is considered in terms of the sample agreements from each state. These groups are compared in terms of the percentages of each right that was found in the contracts at both the specific and implied levels of weighting. One set of percentages reported is the sum of the 2 and 3 weightings. This figure has been used because by definition a weighting of 2 or 3 indicated that the subject covered by the proposition did appear as part of the contract and was not weighted on an implied basis. In some cases the sum of the implied and 2 plus 3 weightings is given where the figure is significant. This has occurred a number of times because agreements from some of the states had no specific language whatsoever about certain particular rights.
Table 40
Weightings of Individual Propositions

Connecticut Contracts \( f = 7 \)

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>3</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>16</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>19</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>21</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>22</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>24</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>25</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>27</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>
### Table 41

**Weightings of Individual Propositions**

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Hypothesis I</th>
<th>Hypothesis II</th>
<th>Hypothesis III</th>
<th>Hypothesis IV</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weighting of 0</td>
<td>Weighting of 1</td>
<td>Weighting of 2</td>
<td>Weighting of 3</td>
</tr>
<tr>
<td>1</td>
<td>0</td>
<td>5</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>2</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>0</td>
<td>4</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>13</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>16</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17</td>
<td>0</td>
<td>4</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>19</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>20</td>
<td>5</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>21</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>22</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>23</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>24</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>25</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>26</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>27</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
Table 42

Weightings of Individual Propositions

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>2</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>7</td>
<td>5</td>
<td>0</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>9</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>13</td>
<td>8</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

Hypothesis II

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>5</td>
<td>2</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>18</td>
<td>7</td>
<td>3</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>19</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

Hypothesis III

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>21</td>
<td>4</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>22</td>
<td>3</td>
<td>5</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

Hypothesis IV

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>24</td>
<td>8</td>
<td>0</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>6</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>27</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>
Table 43

Weightings of Individual Propositions

New Jersey Contracts  \( f = 9 \)

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>6</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>13</td>
<td>3</td>
<td>4</td>
<td>2</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>16</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>18</td>
<td>5</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>7</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>21</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>22</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>24</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>25</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>26</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>27</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>
### Table 44

**Weightings of Individual Propositions**

*New York Contracts $f = 39$*

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>6</td>
<td>9</td>
<td>24</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>12</td>
<td>10</td>
<td>13</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
<td>12</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>21</td>
<td>7</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>5</td>
<td>9</td>
<td>24</td>
</tr>
<tr>
<td>6</td>
<td>10</td>
<td>0</td>
<td>1</td>
<td>28</td>
</tr>
<tr>
<td>7</td>
<td>24</td>
<td>0</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>35</td>
<td>0</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>23</td>
<td>3</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>4</td>
<td>17</td>
<td>6</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>38</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>15</td>
<td>8</td>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>13</td>
<td>14</td>
<td>10</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14$</td>
<td>25</td>
<td>5</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>15</td>
<td>25</td>
<td>6</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>25</td>
<td>5</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>17</td>
<td>9</td>
<td>10</td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>33</td>
<td>5</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>19</td>
<td>15</td>
<td>13</td>
<td>4</td>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>22</td>
<td>8</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>21</td>
<td>31</td>
<td>7</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>22</td>
<td>27</td>
<td>6</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Weighting of 0</th>
<th>Weighting of 1</th>
<th>Weighting of 2</th>
<th>Weighting of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>12</td>
<td>10</td>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>$24$</td>
<td>23</td>
<td>5</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>25</td>
<td>16</td>
<td>11</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>26</td>
<td>11</td>
<td>15</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>27</td>
<td>16</td>
<td>15</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>
The first thirteen propositions are related to Hypothesis I. These propositions have been reported in the order of those that had the highest weighting first (Propositions 1 and 6). The next group are those that had the lowest weighting (Propositions 11 and 8). The remaining propositions are then discussed based on the degree to which the weighting tended toward the center of the range of weightings for that particular set of propositions (Propositions 2, 10, 12, 3, 4, 7, 9, 13, and 15).

Proposition 1 - The principal may communicate with the board of education without the approval of an intermediary.

Eighty-two per cent of the total sample contained a clause weighted to the 2 plus 3 level that gave organized principals the power to communicate with the board of education without the permission of some officer such as the superintendent. In these cases the board was obligated legally to respond to this communication. The significance of this right seems to reside in the association's power to circumvent the superintendent's control of input to the board from administrative staff below that office. It has been assumed that most line and staff organizational charts control the channels of communication so that personnel at one level cannot bypass the level above them. This hierarchy seems to help each level monitor the groups below.

Eighty-six per cent of the Connecticut agreements provided this right to that state's organized principals. In Massachusetts only twenty-nine per cent of the contracts mentioned this right. Michigan agreements contained the right at the ninety-one per cent level. Eighty-nine per cent of the New Jersey group had negotiated the communication power into their agreements. The New York agreements had this contractual language in eighty-five per cent of the sample.
Proposition 6 - The principal has a grievance procedure agreed to by his association and the board of education with which he can solve his professional problems.

A grievance procedure included in the contract was represented in eighty-two per cent of the sample. It is important to note that the grievance procedures to which this refers are for administrators and are not the exclusive tools of teachers. A grievance procedure allows the employee at one level to challenge the actions and/or decisions of superiors on matters related to the negotiated agreement.

Only fifty-seven per cent of the Connecticut group contained a grievance procedure. One hundred per cent of the Massachusetts contracts included grievance language. Michigan and New Jersey, also, reached the total maximum of one hundred per cent. Seventy-five per cent of the New York contracts had a grievance procedure.

Proposition 11 - The principal is consulted about evaluation procedures concerning his position and effectiveness.

Proposition 11 focused on the organized principals' right to be consulted about evaluation procedures for his position. Although this provision was implied in five per cent of the group, the remainder made no mention of such a right. Apparently, boards of education have not given up or even slightly abridged their management prerogatives on one very basic issue.

The Connecticut and New Jersey agreements made no mention or implication of the right to be consulted about evaluation procedures in any way. Implied rights were discovered in the Massachusetts, Michigan, and New York contracts. Michigan had the highest percentage of an implied right (eighteen per cent) of all the states represented.
Proposition 8 - The principal has academic freedom.

Proposition 8 centered on the right to academic freedom. This right appeared in only five per cent of the total sample based on weighting. The remainder had no clause in this area. In New York academic freedom seems to have been an issue based on its appearance in the sample. Why this issue had not been expressed as a need by principals in other states may be another comment on role expectation.

The Connecticut, Massachusetts, and New Jersey agreements had no contractual language about academic freedom. One Michigan contract implied this right. In New York approximately eleven per cent of the agreements had a specific clause about academic freedom.

Proposition 2 - The principal contributes to any modification of his job description.

A total of five of the thirteen propositions relating to Hypothesis I received approximately fifty per cent weightings at the 2 or 3 level. In addition to the three mentioned earlier, the agreements showed that sixty-two per cent of the sample had clauses that referred to the principal's right to contribute to any modification of his job description. Only thirteen per cent of the sample had either no clause or no implication of such a right included within the contract. On a quantitative basis the right to be involved with the school board in modifying the principal job description may be considered common for organized principals. Most organized principals have the legal right to direct input about their work parameters.

Specific contractual language in the agreements concerning job modification ranged by state as follows: Connecticut (twenty-nine per cent), New York (fifty-nine per cent), Michigan (sixty-three per cent),
New Jersey (sixty-seven per cent), and Massachusetts (eighty-six per cent). Language in the contracts that implied this right was commonly surfaced. Massachusetts agreements reached the fourteen per cent level. New Jersey and New York were twenty-two per cent and thirty per cent, respectively. Finally, Connecticut reported forty-three per cent.

Proposition 10 - The principal has the right to hold outside employment that does not interfere with school district duties.

Just over half of the agreements stated in one way or another that the principal did have the right to be employed in some other job area with the stipulation that such activities would not interfere with duties and obligations to the school district. Does this suggest that principals do not consider their role to be a total commitment? Does this mean that principals have demonstrated a felt need for job protection? Or, is the provision an example of a situation where employees have seen that the contract's definition of rights and responsibilities has necessitated that they have the legal right not to be tied totally to the district?

The lowest percentage of appearance of the outside employment right in the agreements by state was found in the Connecticut group that reached only fourteen per cent. Forty-three per cent of the agreements, however, from this state did imply the right. In the Michigan group the right was specifically listed in eighty-one per cent of the contracts. Nine per cent implied the right. Massachusetts, New Jersey, and New York had similar percentages concerning this right. They were, in the same order, forty-three per cent, fifty-six per cent, and forty-eight per cent. Fifty-seven per cent of the Massachusetts contracts implied the
right. The New Jersey and New York groups implied the right at the thirty-three per cent and forty-two per cent levels.

Proposition 12 - The principal has the right to attend conferences, workshops, and other meetings designed to improve his educational abilities.

Nearly one-half of the sample agreements included the right outlined by Proposition 12. Attendance at professional association meetings has been a common part of the administrators' role. Therefore, it is not significant that the right should appear in the organized principals' contracts. However, the influence of state and national associations upon local administrative role expectations has the potential to increase because of the use of the negotiation process by principals.

The range between the various state contracts represented in the sample was quite wide. Only fourteen per cent of the Connecticut contracts contained the right to attendance at conventions and other meetings. On the other end of the continuum one hundred per cent of the Massachusetts agreements did have this right. New York, New Jersey, and Michigan were in the center reporting forty-one per cent, sixty-seven per cent, and seventy-three per cent, respectively.

Proposition 3 - The principal consults with the board of education on procedures for the dismissal or promotion of his peers.

Twenty-eight per cent of the sample represented principals who have the contractual right to be consulted about the dismissal or promotion of their colleagues within the district. In another twenty-five per cent of the group this right was implied. In other words, a majority of the principals represented have managed to obtain such a clause or implication of this right in their contracts.
Again, the state from which a particular contract was negotiated seemed to play an important role in the inclusion of the right to consult on dismissal and promotion policies for administrators. None of the agreements from Connecticut or New Jersey had any specific language on this subject. The right was implied, however, at the twenty-seven per cent level in Connecticut contracts and at the thirty-three per cent level in the New Jersey agreements. Sixty-four per cent of the Michigan agreements did list this administrative right. It was implied in another eighteen per cent. Fourteen per cent of the Massachusetts group and twenty-eight per cent of the New York sample listed the right. In the former the right was implied in twenty-seven per cent and in the latter, thirty-one per cent.

Proposition 4 - The principal has the first opportunity to apply for newly open administrative positions within the district.

Proposition 4 is closely related to Proposition 3. The right gives the "inside" employees an advantage over applicants who are not members of the district's staff. Thirty-four per cent of the sample had contractual language at the 2 or 3 weighted level giving current employees this advantage. Finding an item of this nature in negotiated agreements raises the question of why? Is it a common practice for boards to search for administrative candidates outside of the district? Are administrative associations demonstrating a protection and advantage for local members by negotiating this opportunity for the membership? These questions represent two possibilities and clearly show that bargaining by administrators is a subject in need of more and detailed study than it has received in the past.
Eighty-one per cent of the Michigan administrative associations had negotiated this right into their agreements. On the other end of the continuum based on state location of the agreement neither Connecticut nor New Jersey had any language focused on this right. Seventy-one per cent of the Massachusetts agreements contained the right while only twenty-eight per cent of the New York group did. The right was implied in the Michigan (nine per cent), New Jersey (eleven per cent), and New York (eighteen per cent) agreements. In the Connecticut and Massachusetts sample no implication was located.

Proposition 7 - The principal is provided with legal counsel and all necessary assistance resulting from charges of libel, slander, and/or negligence incurred while performing his administrative duties.

Thirty-five per cent of the sample agreements contained language that gave administrators the protection described by Proposition 7. The right to protection from legal action may represent a felt need for job security. It appears to imply an increased use of the courts by the public in dealing with the school. Finally, the question of judicial review of administrative action seems to be implied if it is assumed that the right to legal protection has emanated from a perceived need.

Massachusetts agreements led the states with a fifty-eight per cent report. Fifty-five per cent of the Michigan contracts included the right to legal help. Interestingly, none of the New Jersey documents made any specific reference to this right. Thirty-eight per cent of the New York group had the right while only fourteen percent of the Connecticut sample contained this protection.
proposition 9 - The principal may use school facilities, equipment, and time to conduct the business of his association.

Although more than three-fourths of the agreements stated that principals had the right to deal collectively with their problems and employers, only thirty per cent of the maximum possible weighting was attained concerning association use of district facilities and/or principal time. None of the Massachusetts contracts stated this right or implied it in any way. On the other hand, the Michigan group had fifty-five per cent stating the right specifically and another eighteen per cent implying it. Connecticut (fourteen per cent), New Jersey (thirty-three per cent), and New York (thirty-three per cent) all had some contracts that focused on this right.

Proposition 13 - The principal receives all the rights and opportunities given to the teachers through their contract and these are not abridged by his position or bargaining agreement.

One-third of the organized principals had their benefits and rights attached to teachers by contractual provision. Considering individual states the range was as follows: Massachusetts (fourteen per cent), Connecticut (twenty-three per cent), Michigan (eighteen per cent), New Jersey (twenty-two per cent), and New York (thirty-eight per cent). In the Connecticut sample none of the agreements implied this right while forty-four per cent of the New Jersey group did have the implication.

Proposition 5 - The principal may deal with his problems collectively without the approval of higher authorities and without fear of personal reprisal.

Every state's set of contracts reported a high percentage of appearance concerning this right. New Jersey was highest with every con-
tract giving the protection to administrators. Michigan was the lowest reporting sixty-three per cent. Both Connecticut and Massachusetts had the right included at the seventy-two per cent level. Eighty-four per cent of the New York contracts contained the topic as a right for organized principals.

Considering all of the agreements and the total weightings for all contractual rights, it must be concluded that organized principals do not have sufficient power to be in control of their professional destinies. Many of the agreements contained few rights other than the power to deal collectively with the board of education. With the exception of the Michigan sample, none of the other states represented contained sufficient amount of language to reach the fifty per cent weighting level. Therefore, Hypothesis I is rejected.

Propositions 14 through 19 were designed to test Hypothesis II. The second hypothesis attempted to determine to what degree organized principals did have assignment and transfer rights or power over teachers. As a corollary to this, one of the propositions dealt with the organized principals' legal authority to be consulted about the modification or elimination of any position within his attendance center. In conjunction with these powers the right to be consulted about building use or modification was another proposition.

Proposition 17 - The principal takes part in the modification or elimination of any job description of positions within his building.

Of the six propositions related to Hypothesis II the right to take part in the modification or elimination of job descriptions appeared most frequently in the sample. Only twenty-one per cent of the total
group of contracts did not contain a clause in this area or implication of the right expressed through general language. Contracts from the five states represented in the study reported very similar percentages. Considering specific language, New Jersey's group reached the seventy-eight per cent level while Connecticut was lowest at forty-three per cent. However, if both specific language and implied rights are totaled the range was as follows: Massachusetts (one hundred per cent), New Jersey (seventy-eight per cent), New York (seventy-six per cent), Michigan (seventy-two per cent), and Connecticut (seventy-two per cent).

Proposition 18 - The principal approves the use of his building's facilities by outside groups.

This right received the least attention on a quantitative basis of any related to Hypothesis II in the sample. Only five per cent of the contracts contained any specific language focused on this right. Both Connecticut and Massachusetts had no language or implication of the right in any of their agreements. Twenty-two per cent of the New Jersey contracts gave the right to principals while the New York and Michigan samples recorded only three per cent and nine per cent, respectively. In terms of an implied right, Michigan led the states with twenty-eight per cent, New Jersey's sample reached the twenty-two per cent level, and New York's group thirteen per cent.

Proposition 19 - The principal is consulted about any modification of his building.

The right to consult with the board about modifications of the building was the second most occurring power of those related to Hypothesis II. Examining the sum of specific and implied rights in this area, all but one of the states' contracts had such language above the fifty
per cent level. Eighty-eight per cent of the New Jersey agreements included this right as the sum of specific and implied language. The other states were as follows: New York (sixty per cent), Connecticut (fifty-six per cent), Michigan (fifty-four per cent), and Massachusetts (forty-two per cent).

Proposition 15 - The principal assigns personnel to specific positions within his building.

Propositions 14, 15, and 16 all deal with teacher assignment and transfer questions. The amount of contractual language and concurrent rights for principals in these areas was nearly equal in terms of the three propositions. Twenty-five per cent of the total sample contained specific language giving the right to assign personnel within the building to the principal. However, the range on this proposition in terms of individual state agreements was quite wide. Neither Connecticut nor New Jersey had any provisions for this right in their agreements. On the other hand, sixty-four per cent of the Michigan contracts contained specific language. New York and Massachusetts documents were twenty-one per cent and twenty-nine per cent. The New Jersey and Connecticut samples had no language on this topic. At the opposite end of the continuum the Michigan contracts had the most specific and implied language recording the right at the seventy-three per cent level.

Proposition 14 - The principal interviews and approves of personnel for his building.

Twenty-two per cent of the total sample contained language giving principals rights in the interview-approval of personnel area. Again, the range between individual states was quite large. New Jersey organized principals had no such rights on either a specific or an implied
basis. The high end of this range was represented by Michigan where fifty-four per cent of the administrators had negotiated this right into their contracts. No Massachusetts agreement specified this right, but it was implied at the twenty-nine per cent level. Twenty-three per cent of the New York sample contained specific language while another twelve per cent had the right implied. Finally, fourteen per cent of the Connecticut organized principals had the specific right.

Proposition 16 - The principal approves of transfers of personnel from his building to another in the district.

One out of five contracts in the total sample gave the right to approve transfers of teachers to principals. Those states represented by the fewest agreements in this study had the least contractual power for principals while those that had the highest number of contracts also had the right to approve teacher transfers at the highest level. Twenty-seven per cent of the Michigan group gave the transfer approval right to organized principals. Twenty-three per cent of the New York set had similar language. At the low end of the group it was noted that no specific language about this right could be located in the Connecticut, New Jersey, and Massachusetts agreements. The right was implied in twenty-nine per cent of the Massachusetts sample. Both Connecticut and New Jersey contracts had no implication of the right. The sum of implied and specific language about this right reached the forty-five per cent level in the Michigan set.

Comparison of data from the various states points to large differences based on locality. For example, none of the New Jersey agreements had any language focused on the interviewing, approval, assignment, and transfer of personnel. The Michigan organized principals represented
an opposite to the New Jersey group. Nearly three-fourths of the former had the right to assign personnel within the building and approximately one-half could both interview and approve of teachers for the building. The approval of transfers based on teacher request was also at the fifty per cent level. New York administrators were also well represented in the personnel assignment area. More than one-third of these principals had negotiated implied or specific rights in the area.

Some Massachusetts principals (twenty-nine per cent) could assign teachers within the building. Interestingly, these same principals had no specific right to approve either personnel for the building or transfers of those already assigned to the school. Connecticut organized principals had few rights in the assignment of personnel based upon their contracts. Fourteen per cent were involved with the interviewing and approval of teachers for the building, but none had specific or implied rights to assign teachers or approve of transfers from the building.

Of the six propositions comprising Hypothesis II, the Michigan organized principals had the most rights at the highest percentages of the five states considered. In five of the six areas examined these administrators had the rights under consideration at the fifty per cent level or higher. The New York administrators were well represented, there being no area where at least one-third of the group did not have the right expressed in the propositions.

Hypothesis III was tested with only three propositions. The area under investigation was the organized principals' power in the legal sense to play the role of educational leader. The areas of curriculum development, research, innovation, and instructional methods have been the topics
of the propositions. Overall, this area was the least attended to based on the weightings achieved by the sample.

Proposition 20 - The principal contributes to and approves of curriculum development within his building.

Two states' sample agreements were exceptional because of the absence of any language, specific or implied, about curriculum and instruction. Both the Connecticut and New Jersey contracts were void on these topics. Forty-five per cent of the Michigan contracts contained specific language relating to Proposition 20 and another twenty-seven per cent implied a right to contribute to and control curriculum development. This total of seventy-two per cent was by far the highest of any of the states. New York was second reporting twenty-three per cent at the specific level and twenty per cent implied. Finally, the Massachusetts agreements reached a level of twenty-eight per cent. Although the New Jersey agreements outlined no specific right for principals in curriculum development, the authority was implied in twenty-two per cent of that set.

Proposition 21 - The principal may innovate within his building.

Three states, Connecticut, Massachusetts, and New Jersey, contained no language, specific or implied, that would suggest that these organized principals had any rights in the area of innovation. Innovation is a label with many definitions but one that could use the support of a bargained contract. Principals with this legal support might be able to face reactionary opinion more effectively where they have tried to innovate. Only five per cent of the New York agreements focused specific language on this right and another eighteen per cent implied that the building administrator had the power. Michigan was exceptional, by com-
comparison, there being forty-five per cent of the state's contracts outlining the specific right and another eighteen per cent implying it. This total of sixty-three per cent gave the Michigan organized principals an average contract that had a dimension not available to principals from the other states represented.

Proposition 22 - The principal is free to do research in curriculum and instructional methods within his building.

Although the Connecticut group did have implied language at the twenty-eight per cent level concerning the right to do research, this state plus Massachusetts and New Jersey were devoid of specific language on the topic. This was the same situation as was discovered concerning Proposition 21. Michigan agreements, again, had the highest percentage indicating that the organized principals from that state were significantly different in terms of their negotiated agreements. Twenty-seven per cent of the Michigan contracts had specific language on the subject and forty-five per cent implied the right. The New York sample reached thirteen per cent at the specific level and fifteen per cent based on implication.

Hypothesis IV tested the degree to which organized principals contribute to policy development. The right and responsibility to consult with the board and/or superintendent about calendar, budget, and the development of new facilities all were included under this hypothesis as propositions. In addition to these topics the degree to which organized principals took part in negotiations between the board and other employee groups was examined. Another right investigated was the principals' access to board minutes, financial data, and other pertinent information about the school district.
Proposition 23 - The principal has access to agenda and minutes of board meetings, treasurers' reports, census data, and other pertinent data about the school district.

Of the propositions that made up Hypothesis IV this topic received the heaviest weighting amounting to forty-four per cent of the maximum. Examining the states' sets about the percentage of each group's contracts that had language on the topic of agenda and board meeting minutes, the Michigan collection was highest with seventy-two per cent. Sixty-six per cent of the New Jersey agreements gave this specific right to organized principals while the New York group registered only forty-three per cent. Fourteen per cent of the Connecticut contracts had specific language on this right. The Massachusetts set was void of any specific provisions and/or clauses relating to the rights expressed in Proposition 23. This lack of contractual authority on policy development was very consistent within the Massachusetts set as none of the propositions were represented at a 2 or 3 weighting level in any of that state's agreements.

Although the Michigan and New York groups had the highest percentage of agreements containing specific contractual language none was implied in any of those documents. These were the only two states that demonstrated this characteristic. Apparently, either the topic was negotiated and included as a provision or the right to access to board materials was not within the scope clause. Connecticut, Massachusetts, and New York agreements all had more than twenty per cent of the sample agreements with implied rights in this area.
Proposition 26 - The principal takes part in the development of the school calendar.

The organized principals' agreements were weighted as a total group at thirty-six per cent of the possible maximum. In terms of the percentage of agreements from a particular state containing language on the right to input on calendar New Jersey principals had the maximum score at fifty-five per cent. Another twenty-two per cent of these contracts had the right suggested in some implied form. Michigan and New York agreements were next in order at thirty-six and thirty-three per cent, respectively. The Connecticut group had only fourteen per cent represented on the right listed in Proposition 26. Again, Massachusetts contracts had no specific language whatsoever giving organized principals from that state the right to consult on development of the district calendar. However, approximately twenty-eight per cent of the Massachusetts agreements did imply the power in a general way. All of the other states' agreements had implied language ranging from nine to thirty-eight per cent of the group. See Tables 40 to 44 for the specific number of contracts represented.

Proposition 25 - The principal takes part in the development of the school district budget.

Thirty-two per cent of the maximum possible weighting was achieved by the organized principals' agreements on the right to help develop the district budget. The New Jersey sample had fifty-five per cent of its contracts containing this specific right. This state's sample was quite consistent in terms of policy-making rights for organized principals. A second comment on consistency evolves from the fact that the New York and Michigan rights were represented on Proposition 25 at almost the same level.
as they were on Proposition 26. Thirty-one per cent of the New York agreements included this right and twenty-seven per cent surfaced from the Michigan set. Connecticut had twenty-eight per cent. Massachusetts, again, included no specific language on this topic in any of its agreements. Twenty-eight per cent of the New York collection had the right implied. The other states were rated as follows: New Jersey (twenty-two per cent), Michigan (eighteen per cent), Massachusetts (fourteen per cent), and Connecticut (zero per cent).

Proposition 24 - The principal takes part in negotiations between subordinates and the board of education.

In both the Connecticut and Massachusetts contracts the right and responsibility to take part in negotiations between teachers and the board was not specifically given or implied for any of the organized principals. The situation was quite the opposite in the New Jersey sample. Sixty-six per cent of these agreements had the right included as a specific provision. The New York and Michigan group were twenty-eight and twenty-seven per cent. No rights were implied in the New Jersey and Michigan samples. Thirteen per cent were implied in the New York contracts.

Proposition 27 - The principal takes part in the planning and development of new school facilities in the district.

The total sample was weighted at only one-fourth of the amount possible. Two states, Connecticut and Massachusetts, contributed significantly to this low weighting. No Massachusetts contract had this right included in any agreement at the specific level. Only fourteen per cent of the Connecticut contracts mentioned it in a provision or clause. Seventy-two per cent of the Michigan contracts did give this right in a
specific manner to the organized principals from that state. Sixty-six per cent of the New Jersey organized principals had the right in their contracts and forty-three per cent of the New York collection had specific language on the topic.

The state from which a particular contract originated had a significant impact upon the percentage of contractual language that was focused on any one of the propositions. The specific percentage by proposition for each state was reported above. The next section reports the mean percentages on the total number of propositions related to each hypothesis for each state.

Hypothesis I - Organized principals have the power to shape their own professional destinies.

Table 45

<table>
<thead>
<tr>
<th>Related to Hypothesis I by State</th>
<th>Mean Percentages of All Propositions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan</td>
<td>56.4%</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>45.1</td>
</tr>
<tr>
<td>New York</td>
<td>43.0</td>
</tr>
<tr>
<td>New Jersey</td>
<td>41.0</td>
</tr>
<tr>
<td>Connecticut</td>
<td>24.8</td>
</tr>
</tbody>
</table>

Propositions 1 to 13 were related to Hypothesis I. Michigan agreements led the states represented on the mean percentage of language contained for all of the thirteen propositions. Fifty-six and four-tenths per cent was the mean percentage figure for the Michigan contracts. Stated indifferent terms this means that slightly more than one-half of the Michigan contracts had specific language focused on the thirteen propositions under Hypothesis I on an average basis. The state group with the lowest average percentage was Connecticut with twenty-four and
eight-tenths per cent. Massachusetts (forty-five and one-tenth per cent), New York (forty-three per cent), and New Jersey (forty-one per cent) were in the center of the continuum and quite similar on the average basis.

Slightly more than one-half of the Michigan organized principals had the contractual power to claim that they could control their professional destinies. Less than one-fourth of the Connecticut organized principals could make that claim. As a total group, the organized principals represented in this study could not claim that they had control by means of a negotiated contract over their professional destinies.

Hypothesis II - Organized principals have the power to direct and evaluate personnel within their attendance centers.

Table 46

<table>
<thead>
<tr>
<th>State</th>
<th>Mean Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan</td>
<td>37.0%</td>
</tr>
<tr>
<td>New Jersey</td>
<td>25.8</td>
</tr>
<tr>
<td>New York</td>
<td>24.8</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>14.3</td>
</tr>
<tr>
<td>Connecticut</td>
<td>11.8</td>
</tr>
</tbody>
</table>

The Michigan organized principals achieved the highest mean percentage of language on propositions related to Hypothesis II at thirty-seven per cent. Again, the Connecticut group was lowest with eleven and eight-tenths per cent. As stated in Table 46 above, the other three states were New Jersey (twenty-five and eight-tenths per cent), New York (twenty-four and eight-tenths per cent), and Massachusetts (fourteen and three-tenths per cent). No group of organized principals from any of the states represented could claim to have the power to direct and evaluate personnel within their attendance centers.
Hypothesis III - Organized principals have the power to play a major role in the educational programs of their buildings.

Table 47
Mean Percentages of All Propositions Related to Hypothesis III by State

<table>
<thead>
<tr>
<th>State</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan</td>
<td>39.0%</td>
</tr>
<tr>
<td>New York</td>
<td>13.6%</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>9.3%</td>
</tr>
<tr>
<td>New Jersey</td>
<td>0.0%</td>
</tr>
<tr>
<td>Connecticut</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

Only three propositions were developed to test Hypothesis III. At thirty-nine per cent, the Michigan organized principals were, again, the group with the largest amount of contractual language focused on the propositions. Two states had no language of any type that gave organized principals any of the rights related to Hypothesis III: New Jersey and Connecticut. New York administrators received a thirteen and six-tenths per cent average figure while those from Massachusetts had only nine and three-tenths per cent.

It is difficult to see how any of the organized principals could play a major role as educational leaders within their buildings based on the contractual authority they have negotiated. This area received the least attention of all those considered in this study.

Hypothesis IV - Organized principals have the power to contribute to school district policy development.

Table 48
Mean Percentages of All Propositions Related to Hypothesis IV by State

<table>
<thead>
<tr>
<th>State</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Jersey</td>
<td>59.4%</td>
</tr>
<tr>
<td>Michigan</td>
<td>37.8%</td>
</tr>
<tr>
<td>New York</td>
<td>31.2%</td>
</tr>
<tr>
<td>Connecticut</td>
<td>14.0%</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
Five propositions were included under Hypothesis IV. The range of average percentages on contractual language was greatest under the last hypothesis. The range was fifty-nine and four-tenths per cent of the New Jersey contracts as compared to zero average percentage for the Massachusetts group. The Michigan contracts had been the group that achieved the highest average percentage figure on Hypotheses I, II, and III. On Hypothesis IV the Michigan figure was thirty-seven and eight-tenths per cent.

Table 49

<table>
<thead>
<tr>
<th>Mean Percentages of All Propositions</th>
<th>Related to All Hypotheses by State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan</td>
<td></td>
</tr>
<tr>
<td>New York</td>
<td></td>
</tr>
<tr>
<td>New Jersey</td>
<td></td>
</tr>
<tr>
<td>Massachusetts</td>
<td></td>
</tr>
<tr>
<td>Connecticut</td>
<td></td>
</tr>
</tbody>
</table>

The list of averages by state for all four hypotheses and the twenty-seven propositions making up this study is reported above in Table 49. The Michigan agreements led all of the other states. The mean for Michigan was forty-six and nine-tenths per cent. This is nearly one-half and suggests that the Michigan organized principals have bargained a series of contracts that almost gives them the powers listed under the four hypotheses. The Michigan group led all the states concerning Hypotheses I, II, and III.

The Connecticut group had the lowest overall average percentage. Seventeen and one-tenth per cent was the total derived. The Connecticut contracts, therefore, were significantly low and contributed greatly to the rejection of the hypotheses.
CHAPTER V

CONCLUSIONS, IMPLICATIONS, AND RECOMMENDATIONS

The right of public employees to deal collectively with an elected board is the primary underlying assumption of this entire study. The significance of this right probably cannot be over-emphasized. In New York the right of administrators and supervisors to use this means has not been decided in any ultimate sense and the controversy continues. New York boards of education have consistently and regularly argued that administrators do not fall under the parameters of the Taylor law and, therefore, cannot expect to negotiate a master contract. It is reasonable to expect that board petitions to PERB will continue to support this position.

The importance of the right to collective action seems, in part, to emanate from the areas of protection, job security, and the power derived from unified action. Protection of administrators is not a new topic to administrative associations. The Illinois Elementary and Secondary School Principals' Association statement outlines this concern:

"Our educational arena is filled with conflict, but we are nevertheless expected to function effectively. In the course of this functioning it is conceivable that a principal might find himself in a situation of distress and in need of resources unavailable to a single individual. There have been situations when members have been treated unfairly. On such occasions the individual member has a

---

right to expect immediate and rigorous support from his professional association. The significance of the problem may extend to other principals."²

Principals, as have many other groups in American society, have concluded that they must stand together to fulfill this need for protection. And, collective action seems to be one of the most effective ways to meet this need.

A negotiated contract represents the legal, formal power of a particular trade or professional association. The unionization of professional employees is not the contradiction it appears to be based on what has happened in the last twenty-five years.³ A master contract gives power and simultaneously obligates members of the group in a formal, legal manner. The interpretation of questions arising from this structure may reach an ultimate settlement at a state board and/or court level. Therefore, a second assumption of this study is that collective bargaining agreements and the process that produces them tend to inhibit arbitrary board action. That which is agreed to in a contract cannot be changed unilaterally by either party.

Within the negotiation process it is quite common to observe that agreement must be reached on a mutual basis by the parties involved. One effect of this mutual agreement requirement at the bargaining table is that one side can take a position that amounts to veto power over the proposals of the other. It is because of this pragmatic level veto power


inherent in the negotiation process that the scope of what is to be negotiated is so highly significant. In fact, at least one noted authority in the field of collective bargaining between boards and professional associations suggests that this situation is the most important power that employees derive from collective action.\(^4\) Where principals have achieved a negotiated contract they have reached a status where they do have some veto power over their employers. Only the scope of what is actually negotiated limits this status.

If the right to collective action and negotiation privileges are important underlying assumptions in this study, then the evolution of master contracts within the private and public sectors of the economy is equally significant. Master contracts tend to grow. Perhaps, the question of why was answered most succinctly by Samual Gompers when asked what it was that his union wanted. The reply was, "More." Whether or not this is a verbatim report of his words, it is a commonly held view of union activity and contract evolution in the United States. Master contract in both the private and public sectors of the economy have tended to grow in direct proportion to the number of years that collective bargaining has been employed in a given industry.

There is no reason to assume that collective action by educational administrators will take a different tack. Large city school district teacher contracts have already become huge documents encompassing a multitude of topics. Demands have regularly exceeded what was achieved or even, perhaps, expected. Examination of union or association strategy

\(^4\) A conversation with Fred R. Lifton, school labor relations attorney, (May, 1973).
clearly demonstrates that these groups ask for much more than they expect to receive. As the negotiation process is repeated over many contract periods, it becomes increasingly obvious why master contracts tend to grow both in scope and in depth. Based on this history it seems reasonable to assume that administrator agreements will follow a similar pattern.

In collective bargaining there is no rule against asking for "more". For example, the Chicago Federation of Teachers has asked that members receive full salary sabbaticals as a part of their 1974 contract. Who could have predicted fifteen years ago that the Illinois Education Association would recommend that "teacher evaluation committees develop a comprehensive program, including recommended process to be 'negotiated'..."? From the teachers' side of the table it appears that the scope of negotiations includes anything and everything that happens in the school. Administrators were teachers. Why should they behave any differently?

If only twenty per cent of the agreements in this study deal with a specific topic, the above series of assumptions and observations suggests that this percentage will grow with the passage of time. In other words, those subjects that have already reached the scope of negotiations level will become more commonly included. Secondly, those items that have been mentioned in no agreement may tend to make an appearance in the future.

The right to bargain collectively, the legal, formal power of a master contract, and the historical evolution of union demands and gains represent the three major underlying assumptions of this study. Although it is impossible to interpolate the influence of these factors to any quantitative system, they must be considered in terms of any conclusions emerging from this study. If they, in fact, do influence institutions as has been suggested, then they will be an important series of factors in the future or organized principals.

The role of the principal has been, is, and increasingly appears to be moving toward an ambiguous posture. This judgment is supported by both observers of the school and the role incumbents. This ambiguity seems to have evolved from a number of factors that include the historical development of the American public school, the movement of teachers toward collective bargaining, the organization of public schools, and the growth of education into a major industry. The sum of these trends has resulted in a set of conflicting responsibilities and authority for the principal.

The ambiguous nature of the principal's role is a fourth major underlying assumption. Every proposition and hypothesis in this study has been related in some way to role. The degree to which the contractual language tends to eliminate role ambiguity is an important part of this study.

---

Hypothesis I - Conclusions

Hypothesis I stated the theory that organized principals have the power to shape their own professional destinies. This refers to the latitude available to the principal and/or the association representative that allows him to affect the role he plays as a school administrator. To test the hypothesis, a series of propositions were formulated that dealt with the nomothetic dimension of the principalship.

Hypothesis I is rejected. Viewed as a total group, organized principals have not gained a majority of the rights necessary to conclude that they have the contractual power to determine the role they will play as administrators.

The propositions employed in the study have been assumed to carry equal weight. If all of the agreements in the sample had contained provisions giving administrators the explicit right in each of the thirteen areas described, the hypothesis would have been valid. However, the arithmetic mean for this group was only thirty-one and eight-tenths per cent of a possible one hundred per cent. This is significantly less than even a simple majority, clearly demonstrating that the hypothesis is invalid.

Considering the particular rights outlined by the propositions, it is significant that none of the associations of administrators had gained the explicit right to be involved in the formulation of the evaluation system by which a member's work would be assessed. This demonstrates that boards and/or superintendents in a large number of school districts have not been ready to negotiate on an important management right.
In terms of tenure and dismissal some of the associations did have the legal authority to be involved in the process. However, in none of the contractual provisions was the burden of proof shifted from the individual administrator to the board of education. As long as the presumption of guilt rests with the individual in a dismissal case, the practical effect remains that boards can act arbitrarily and the administrator involved has little or no chance of proving otherwise.

Some of the administrator groups had gained rights in areas such as free legal counsel, use of the district's facilities for association business, and equity in terms of teacher association gains. These administrators, however, represented a minority of the sample. This information provides additional weight for rejecting the hypothesis.

Two rights did appear at the explicit level in a significant majority of the contracts. A grievance procedure was commonly found in the sample documents. The high frequency of appearance loses its significance when examined because a grievance procedure is nearly always an automatically included provision in any collective bargaining document. Being the agreed to process by which contractual interpretation is conducted, it is a necessary factor. Boards can easily negotiate and include this right in the contract because its application is limited to those areas that have been negotiated. In practical terms this means that if the scope of negotiable items within a contract is limited to salary and yearly calendar these are the only areas open to a grievance review.

The right to communicate with the board without the permission and/or presence of the superintendent was the other clause that appeared in a large number of contracts. This, too, loses its importance when the
bargaining process is considered. To negotiate it is necessary that the employee group have the right to communicate with their employers. Generally, the employee group may exercise this option at their discretion. The commonly found inhibiting factors in this process revolve around questions of time and location. The superintendent is not the employer of the building administrators and is not necessarily included in the process because bargaining takes place between employers and employees. It may be suggested that the right to communicate with the board, where collective bargaining is used, is somewhat of a redundant right.

The rights represented in the agreements focus on the expectations of the role incumbents. Although these options may be the expectations of the institution, or of particular institutions, they are designed to help and/or protect those who fulfill the role of administrator. As they become included in the bargaining process these rights change in status from personal role expectations to institutional expectations. For example, the right to be involved in the modification of the job description under which an administrator works was initiated by association bargaining teams. Boards may or may not have desired to expect this of the administrative staff. Once, however, the topic becomes a part of the contract administrators are then expected to take part in the process of discussing job modifications. The right has become an institutional expectation. Therefore, it has become a part of the nomothetic dimension of role. This allows the conclusion to surface that the bargaining process has the capacity to change the status of role expectations from the idiographic to the nomothetic.
Hypothesis I - Implications

The power to communicate directly with the board of education suggests a number of implications for both principals and superintendents. For example, in many districts principals do not communicate directly with the school board. The principals' collective and/or individual opinions are brought to the board's attention by the superintendent. This allows the superintendent to exercise some control over the process. It doesn't seem unrealistic to suggest that what one side hears under this process is not exactly the same either in substance or form as what the other side intended. It takes few changes in construction or vocal inflection to alter the intended objective of one person's statement when an intermediary communicates it to a third party. Superintendents have been known to do this consciously as a part of their operational strategy.

Where principals can and do go directly to the school board it appears that this may reduce the superintendent's opportunities to color the principals' position and/or action(s) to his advantage. Where a superintendent may have been able to describe the building administrator's group in terms that would be positive or negative to the board, under a contract the board members would have the opportunity to make this judgment for themselves based on first-hand perceptions. This may make it more difficult for superintendents to shift blame or praise for specific actions or inactions to the principal group.

To the degree that this right changes superintendent behavior with the board the implication emerges that the chief school officer will have to deal with the middle management group in a more open, less autocratic and/or arbitrary manner to protect his own professional posi-
tion. This suggests that the superintendent role could become less hierarchical than has been represented by the commonly defined line and staff organization found in school districts. The superintendent may tend to share his positions, decisions, rationales, and other such factors with principals in a more complete manner.

If superintendents are placed in a position, as described above, and react as has been suggested, then it appears that a change in the principal role may be possible. Meeting with the board will allow principals to make their collective position more apparent if nothing else. How this may tend to influence board action is not readily apparent. The situation, however, does imply two important possibilities. Principals with the right to direct communication with the school board will have an opportunity to alter the board decision-making process. Secondly, principals will be communicating with the body that is interested in the entire school district and, therefore, may tend to focus on issues in a more global manner than would individual building administrators.

Suppose a board begins to become involved in administrative matters within a district. The superintendent may be completely against this move but be in a four-to-three situation in terms of board member support. Where principals have the right to communicate directly with the board they can reinforce his position to the extent that board members will have a second professional group to hear. Secondly, the principals represent a group to which they (i.e., the board) will have to justify their position in some way. Whether or not their collective position changes board action seems less important than the fact that these principals will be concerned about and dealing with an issue that has generally been the province of the superintendent. Where principals begin to
deal with issues that were once exclusively the concerns of only the superintendent, and if one agrees that an environment has direct influence on how people behave, then the implication surfaces that principals will fulfill a role expectation that is more similar to that of the superintendent than had been true in the past.

In the study entitled, The Normative World of the Elementary School Principal, one major conclusion dealt with the role expectations board members, superintendents, and teachers had for principals. As might have been expected, the board-superintendent group had significantly different expectations for principals than did the teacher group. The right to communicate with the board raises the possibility that principals will through their direct meetings with elected officials be able to change the perceptions of these community leaders. The change implied is that board members will have additional input from a portion of the administrative staff that may reflect the kinds of local concerns that teachers often have. To the degree that this may take place, principals have the opportunity to enlarge the idiographic dimension of their role at least in terms of board member perceptions.

As was suggested above, the right to communicate with the board may create a set of conditions where principals begin to look at district issues in a more global manner than those administrators who focus essentially on their own building problems. There is no question, even where a master contract exists, that boards make final decisions. However, principals working in a professional environment that allows for communi-

---

cation to the board may adopt a district wide or global viewpoint. This
global type of perspective has been described as one of the major dif-
ferences between principal and superintendent role dimensions. This
implies a role change for the principal.

What are the implications of principals having a grievance pro-
cedure available to them? This right allows the administrator to question
the interpretation of the contract and in some cases, board policy, by a
superintendent in a formal and sometimes, binding manner. Perhaps, prin-
cipals will employ this right as teachers have during the recent past.

Briefly, application of the grievance procedure has allowed
teachers to create much additional work for administrators and boards.
It has also resulted in placing administration and the board in a po-
sition where actions have to be uniform within a given district. It
has eliminated options, particularly in those cases where principals
could and did treat certain staff members differently than others. In
these cases the reference is to both positive and negative action.

Will middle management personnel apply the grievance procedure
in a similar manner? This study was not directed toward answering this
question. However, one important fact suggests that principals may not
operate as teachers have in terms of grievance. That fact is summarized
by the word tenure.

Where tenure exists it falls upon the board to carry the burden
of proof in terms of removing a teacher. In an overwhelming number of
cases boards have been unsuccessful in eliminating tenured teachers ex-
cept for gross violations of the law. In terms of poor and/or ineffectual

\[\text{Ibid.}, \text{p. 72.}\]
professional work boards have, generally, not been able to remove tenured teachers from their payrolls.

Most administrators, however, do not enjoy the job security that results from a tenure act. If a board wants to relieve an administrator of his position it falls upon the employee to prove that the board acted on reasons other than those given to him. The burden of proof lies on the employee's shoulders in terms of proving that rights were violated or that the board acted upon hidden agenda.

The job security manifested by tenure rights may be the major reason why teachers have been able to use the grievance procedure effectively in terms of altering administrative procedure and increasing the scope of negotiations. Without tenure, principals may be quite reluctant to apply the grievance procedure in their contracts. If principals fail to exercise this option, then the implications of administrative grievance rights will probably be cosmetic rather than substantive.

On the other hand it may be reasonable to assume that central office administration will not want to be involved in the cumbersome process of grievance any more than is necessary. If this is true, then the result may be more sharing with principals when decisions are made. This implies two results: sharing will involve principals more frequently in district wide issues and, secondly, the administrative team concept may appear to be an attractive vehicle to implement increased consultation between central office and building administration.

The right to deal with employment conditions collectively implies possible changes in the principals' role. Any collective bargaining agreement tends to define, in part, the nomothetic dimension of role. However, the institution's expectations for the incumbents is derived,
not only by referent group opinion, but by an adversary process usually entitled negotiating. This gives the role incumbents direct and legally binding input concerning role definition. It also gives the incumbents a kind of veto power over any topic that is negotiated. Normally, the institution's expectations for incumbents emerge through other processes that do not include the binding input represented by a contract. Therefore, the master contracts held by organized principals imply that they have made direct and binding contributions to the nomothetic dimension of their role.

Perhaps, the significance of the right to deal collectively can be described by relating the recent history of NEA action in Illinois. In the early seventies the NEA made it a major objective to gain collective bargaining rights for teachers in Illinois. Added staff and economic resources poured into the state for this purpose. The American School Boards' Association became aware of this plan and reacted vigorously through its journal. Boards made it quite clear that collective bargaining rights for teachers was a legislative development with which they took issue. In their argument against granting such rights the ASBA stressed that (1) school boards would lose some of their power if bargaining became the means by which teachers defined their working conditions, and (2) the real issue was control of the schools. This po-

9Lifton, op. cit.


11Ibid., p. 15.

12Ibid., p. 15.
sition was supported by at least two school negotiations practitioners.\textsuperscript{13} Finally, the ASBA publication noted that in granting bargaining rights to teachers the situation could surface where principals would demand such rights. It was suggested that this new dimension would be disastrous from a school board's point of view.\textsuperscript{14} It would seem that this argument and its predictions can be considered at least partially valid in terms of what has happened in the area of board-teacher negotiations during the last two years.

Based on the ISBA written statements, it is fair to suggest that Illinois school board members do not want their principals to have and exercise collective bargaining rights. This position seems to support the implications for change in the principal role that board members might consider to be negative. For example, if boards fear a loss of power when teachers negotiate, then they apparently fear the same in terms of principal negotiation. Stated another way, the grounds for board members' concern about principal collective bargaining seem to suggest a change in the parameters that describe the principal role. One implication of this is apparently that principals who negotiate do have a significant effect on the board decision-making process and the hierarchy of the school district.

The right to be consulted about the evaluation process by which the principals' work is assessed surfaced infrequently in this study. However, since the right was implied in a minority of the agreements it deserves attention. If administrator contracts evolve in scope as other

\textsuperscript{13} Ibid., p. 15. \\
\textsuperscript{14} Ibid., p. 16.
employee groups' agreements have, then this will become an increasingly important issue. Where this provision does exist it supports another avenue by which principals can further define their role, it allows for increased participation in a district issue, and it may result in a reduction in the ambiguity surrounding the principals' role.

Academic freedom, a right found in New York administrative contracts, is important by its absence in agreements from other states. This may imply that a need for such freedom does not exist for most principals. If this is so, then one possible explanation is that principals are not expected to deal with situations where academic freedom is a prerequisite. Based on this premise, a further implication is that principals are not deeply involved in such decisions. Another is that no significant curricular or instructional divergence occurs in the nation's public schools.

A majority of the organized principals represented in this study have the right to consult about modifications of their job description. As a policy statement, job description is the basis for the nomothetic definition of role within an institution. More importantly, this kind of provision seems to focus specifically on the serious concerns of many elementary school principals as reported by two extensive studies.

The Normative World of the Elementary School Principal concludes that the position of elementary school principal is interstitial in that it exists between two other positions, that of teacher and that of central administrator. As a consequence, it tends to be associated in part with each of the adjacent positions but not completely with either.  

15Foskett, John M., op. cit., p. 73.
16 Ibíd., p. 74.
Implications emerge from the question of how this consultation about job modification might change the conclusion of the Foskett study.

Boards and/or superintendents will have to meet with principals to discuss the building administrator's role, priorities, responsibilities, and other pertinent questions. Principals will deal with these issues collectively and will have direct input. Agreement, as defined in the bargaining process, will be mutual and, therefore, suggests that each side will be knowledgeable about the other's position. It seems that this sharing of ideas through bargaining and the consultation process may allow for mutual understanding of role dimensions. If this takes place, then principals and boards may develop a more common understanding of what the former are to do in their professional activities. This may result in organized principals moving away from the previously reported interstitial position.

Since the resulting contract will be a public document, this will allow teachers and the public to gain understanding of the principals' role. Another possibility is that principals may find it easier to deal with teacher and/or lay groups who have expectations for building administrators that are in opposition to what have been agreed to between the association and the board.

Therefore, the bargaining process may contribute to the reduction of ambiguity that currently is reported to be associated with the principal role.

Expanding this exposition more, another study reports that:

"Perhaps the most critical problem faced by the elementary school principal today is the general ambiguity of his position in the educational community. There is no viable, systematic rationale
It seems that principals who have the right to be involved in the modification of their job descriptions will be able to share and determine, in part, expectations with their superiors. Such principals will not be able to claim that their superiors in the central office have no understanding of the demands made upon principals at the building level because these will be the topics of the discussions. At the same time central office administration may gain appreciation for the principals' problems and local expectations that are in tune with the realities of building operation.

A minority of the organized principals negotiated the right to consult with the board about the promotion or the dismissal of their peers. This seems to reinforce the possibility of organized principals having an avenue to satisfy some of their personal role expectations. Should a majority of principals within an association desire to see that a building administrator's ability to innovate or promote new and better instructional programs be one measure of fulfilling promotion requirements, then it appears they have exercised a right that may allow them to broaden the idiographic dimension of their role. Combined with the rights to consultation on evaluation procedures and job modification, organized principals with the right to input on all of these subjects have, in fact, everything but the legal right to make the final decision about important aspects of their role. Do principals who labor without such contractual rights have this potential? Implications surfacing from

---

17 Goldhammer, Keith, and others, op. cit., p. 5.
many studies is that they do not and may be treated in a manner that reflects this.

The right to protection from legal action may represent a felt need for job security. It appears to imply an increased use of the courts by the public in dealing with schools. Finally, the question of judicial review of administrative action seems to be implied if it is assumed that the right to legal protection has emanated from a perceived need.

Although more than three-fourths of the agreements stated that principals had the right to deal collectively with their problems and employers, only thirty per cent of the sample contracts allowed associations use of district facilities and/or principal time for these activities. Perhaps, the districts that haven't included this second provision automatically allow administrative associations such latitude. However, if the assumption is made that this is not the case, then the differential suggests that boards do not view principal bargaining quite as positively as the contracts might indicate. To the degree that this is accurate the implication evolves that any predictions about board-principal consultations is inhibited to that point and in direct proportion. A board may have to consult with a principal group, but the contract does not bind them to anything more.

One-third of the principals had their benefits and rights attached to teacher benefits by contractual provision. Whatever rights the board gives to the teachers' group will be automatically shared by the building administrators. This may be a minor point in considering how principals view their role. If they think of themselves as headmasters, one can speculate that organized principals still identify with the teacher and building role more than with the central administration.
On the other hand, it is an effective and practical strategy, at least during the last few years, to be tied somehow to teacher economic gains.

**Hypothesis II - Conclusions**

The second hypothesis in this study stated that "organized principals have the power to direct and evaluate personnel within their attendance centers." To test the hypothesis, six propositions were formulated that centered around the organized principals' right to interview and approve personnel for the building, assign teachers within the attendance center, and approve of transfers from that center. The propositions also focused on the principals' involvement with the modification or elimination of job descriptions within the school, use of those facilities, and consultation rights on building modification.

Hypothesis II is rejected. This conclusion is based primarily on the low percentages of contractual rights that gave organized principals the powers outlined by the propositions. The total sample received less than thirty per cent of the maximum possible weighting. This leads to the conclusion that most of the contracts had little or no language focused on the rights that were a part of Hypothesis II. The maximum possible range of weighting was not reached by any one agreement.

The "degree to which the principal can affect his own building staff and program in an autonomous manner" states the basis for Hypothesis II. If more than two-thirds of the organized principals do not have the contractual rights to direct and affect program in an autonomous manner, then the conclusion must evolve that the hypothesis is not valid. This was the case based on the analysis of the data and, therefore, Hypothesis II is rejected.
However, the analysis also demonstrated that large differences exist between the contracts of organized principals from the states represented. If the Michigan principals comprised the total sample in this study it would then be possible to consider the hypothesis valid. A majority of the Michigan organized principals had every right considered by the propositions under Hypothesis II. When more than half, a numerical majority, have gained the legal right to interview, approve, and assign personnel, this strongly suggests that these organized principals have the legal potential to affect their building's educational program in an autonomous manner. Therefore, the conclusion emerges that the state in which the administrator bargains has significant influence on the contents of the contract that is negotiated. For example, none of the New Jersey principals had any contractual rights to interview, approve, assign, and allow transfer of teachers under their supervision. In Michigan the situation was generally the opposite.

Although the hypothesis was not valid, two of the propositions were found to be contractual rights for a majority of all organized principals. The right to consult on questions about job modification or position elimination, as related to particular attendance centers, was held by a large majority of the organized principals. Considering both implied and specific rights, the Connecticut administrators had the lowest percentage based on the weightings and their group reached nearly the three-fourths level. All of the Massachusetts administrators had this right. The remainder of the group was weighted at least at the seventy-five per cent level. This suggests the conclusion that boards and/or organized principals agree that the building administrator should be involved
in the process by which building positions are defined, changed, and eliminated.

Consultation rights on building modification were also generally available by contract to the organized principals. Although these rights did not appear at as high a percentage as did those focused on job modification, they were represented above the fifty per cent level in nearly all of the sample agreements. If a simple majority represents significance, then this leads to the conclusion that boards and organized principals agree that the building administrator should be involved with planning the physical changes for an attendance center.

Hypothesis II - Implications

The propositions that define Hypothesis II are different from those of Hypothesis I in one important way. These propositions generally concern the assignment and transfer rights of teachers. These are important issues to teacher associations. The propositions of Hypothesis I are important, primarily, to administrators and touch very little upon teacher concerns as demonstrated by teacher association activities and bargaining.

As compared to the items under Hypothesis I, those of the second appeared with less frequency. This raises the question of why? It is well documented that teachers began to use bargaining before administrators. Secondly, it may be that principals have tended to identify with the board and felt no need to use bargaining. Managers have not been expected to come together in collective groups to gain something from the owners (i.e., board). This role is reserved for labor.
called professional white collar work force has been reluctant until recent times to use the bargaining process.

Secondly, through the medium of board policy, it had been normal for principals to have and exercise a great deal of authority within individual schools. In fact, the bargaining process can demonstrate that one of its major effects on school organization has been the removal of some of a principal's prerogatives and authority. Certainly, national principal associations have taken this position frequently. If this be the case, then collective bargaining by principals was not needed until teachers began to use it to change the principals' authority.

If these two points are valid, then principals have moved toward bargaining as a reaction and not an action. Considering Hypothesis II, these topics are issues that probably have already been dealt with by boards and teacher associations. If this is true, then it seems that principals have been in a bargaining situation where they were attempting to define and gain rights on a series of topics that were already partially within the province of the teachers' contract. It may be that whether or not a board wanted to include principals in the areas of transfer and assignment rights it wasn't possible because teachers had already gained power in the area. Therefore, the low level of incidence of these topics in administrator contracts may be an expected conclusion of the history of collective bargaining in the public schools.

Considering Hypothesis II and based on what did appear, the situation can be suggestive of different implications. Those organized principals who did have contractual rights on most of the propositions under consideration could be defined as having partial control over the personnel within their buildings. These principals could monitor staff
selection to some degree. They could make assignments in terms of levels and/or subjects within the framework of certification. They could set responsibilities for staff members. They could limit the rights of a teacher to transfer. They could maintain some control over the types of job descriptions of positions within their buildings. This suggests that those organized principals who do have provisions relating to these areas in their contracts are viewed by their boards as having, not only a supervisory function, but as being part of the management group. Like the superintendent, these principals are to be involved with the development of recommendations that go to the board.

Where a group of organized principals controls staff assignments as suggested by the topics that make up Hypothesis II, it seems to imply that any ambiguity surrounding their role in this area will tend to be eliminated. If teachers know that the principal has control over transfer requests and must apply this power in a uniform manner as defined by the district, it seems probable that instructional staff members will feel that principals are agents of the board more than they are leaders of a particular building's staff.

Hypothesis II stated that organized principals would have the power to direct and evaluate personnel within their attendance centers. The weighting process indicated that this is a valid statement for a minority of those principals represented by the sample agreements. However, a majority of the represented administrators do not have such powers through their contracts. The analysis suggests that the reasons for this significant difference are most important.

It was discussed above that the issues pertinent to Hypothesis II are of great importance to teachers and particularly their bargaining
representatives. This fact combined with the history of teacher bargaining in terms of length, as compared to principals, seems to be a reasonable set of conditions that explains the differences between Hypothesis I and II. The plausibility of this explanation can be further supported by consideration of another series of issues.

The propositions related to Hypothesis I revolve around subjects many of which could be described as working conditions and/or job security topics. The rights to be involved in alteration of one's job description, in the development of the evaluation process for one's work, and the freedom to use certain times as one sees fit all contribute to job security. Conversely, the propositions in Hypothesis II, although they would be of professional importance, do not focus on security whatsoever. Therefore, the differences in frequency of occurrence and total weighting between the two sets of propositions may be the result of a difference in priorities on the part of principals.

It seems reasonable to assume that one of the primary reasons for collective action by any set of employees is to shift the balance of power between the group and the employer. In fact, one might suggest that this was the major reason for the beginning and continuation of the labor movement. If one follows this conclusion through the factors stated above, then it would seem that Hypothesis II is represented less frequently in administrator contracts because it represents issues that are of minor importance compared to those that principals are attempting to gain through the collective bargaining process.

Another consideration that may contribute to the complete explanation for the differences in frequency between the two hypotheses is school board policy. If policy allows principals the powers that exist
in a given district and, if the administrative group is of sufficient positive morale to be trusting of the board, then there would be little reason for them to attempt to upset relationships by trying to have policy changed into contractual language. In simple terms, the suggestion is that once job security needs are met, and under conditions where local history has not created dissension among the administrative group, there would be no reason to bargain for rights that give principals control over staff. By way of analogy it seems that wives who feel that they have a satisfying and growing relationship with their husbands have felt no need to support some of the changes in the marriage contract that are highly touted by leaders of the women's movement.

In terms of role implications the contractual language appears to add weight to those changes that were outlined under Hypothesis I implications. A less ambiguous role is implied. Uniformity of definition and implementation on a district-wide basis will put principals in a position where boards, superintendents, teachers, and building administrators themselves may tend to view the job as being related more to the district than to an individual school. The result of this could be a reduction in the interstitial characteristic of the role. Finally, the principal will be expected to and will work on district-wide issues so that his perspective on developing rationales may tend to become more global or superintendent-like.

Considering the implication of a developing principal role that resembles that of the superintendent, the following discussion develops the idea. Consultations about job modification may be categorized as a district-wide issue. It is difficult to conceive a district where staffing patterns are significantly different between schools. Therefore,
organized principals who have the right to consult on this issue will collectively be dealing with a topic that had generally been an exclusive board and/or superintendent item.

For example, suppose that within a given district of twenty elementary schools a position entitled librarian has been filled in each building. Board policy does not outline in any specific sense the job description for this position. The topic is not included within the scope of negotiations between the board and teachers' association. Under these conditions it can be expected that various principals would use the person in this position in a variety of ways. Some administrators may be operating an extremely traditional library while those at the other end of the innovation continuum will be organized into an open-ended learning resource center. This means that although each librarian will have the same title, the types of tasks, measures of accountability, and other such parameters will be quite different from one building to another.

Consider the imposition upon this setting of a teachers' bargaining team arguing that their members (i.e., librarians) are being treated inconsistently and, therefore, unfairly with the district's schools. The charge of inconsistent treatment by administration of people who have the same title is a frequent accusation at the bargaining table. If it is assumed that the board wants to "buy off" on this issue, then they will have to take steps to change the variety of organizations that exist within the various schools. The board will have to develop parameters for the position that are essentially the same. From this action the result will be a uniform job description for librarians.

In this hypothetical situation the principals will be assumed to have the right by contract to be involved in the modification of job de-
scriptions. Now the situation will be one where central administration will have to work with the building principals, as a collective group, and find a definition for the position with which all involved can live. Under this hypothetical setting the following implications emerge:

1. Idiographic role expectations will be reduced or limited. Principals will deal with this district-wide issue and have to consider it not just from the viewpoint of their own buildings but within the context of their membership in the association that represents them. Agreement will be on a consensus basis and this type of action tends to reduce individual variance.

2. The principal will have the nomothetic role expectation that the incumbents deal with an issue from the point of view of the entire district rather than from individual building needs exclusively. Principals will have to temper their ideas on the librarian position so that all points of view can be at least minimally satisfied.

3. Principals and teachers may tend to identify the former's role with the central administration. The result of central administration-building principal consultations will be a uniform job description for librarians. Principals will have to implement this in a uniform manner. They won't be able to significantly alter it in the interests of their particular building needs. This seems to create a situation where teachers will tend to identify principals with the central administration.

These three points add weight to the argument that organized principals will tend to find themselves in a less ambiguous and interstitial position than their colleagues who are not working under a collective bargaining agreement.

In districts where the local teachers' association does have staffing patterns and teacher assignments within the scope of negotiations the situation seems as if it will be more extreme. Suppose that principals in these districts also have the contractual right to be involved in the same area. This presents a school board with a situation where two employee groups have legally binding input on the same issue.
It doesn't seem unreasonable to assume that these two groups may have different points of view on the subject.

Will this type of situation tend to force the board and building administrators into a closer relationship? If boards need the principals to supervise and/or implement any contractual obligations entered into by the members and teachers, then board members may tend to look upon the principals as directly connected to the central administration. If boards do this and the expectation is communicated to teachers, then the principal role will tend to lose some of its interstitial characteristics.

Another implication may evolve as a result of bargaining between boards and administrators. When collective negotiation is employed various job descriptions and/or positions are explicitly defined to be in or not in a particular bargaining unit. Overlap cannot occur. Where at one time department heads in high schools could play a dual role in that they taught, supervised colleagues, and gave input on teacher evaluation, this kind of organization has quickly disappeared where teachers have used collective bargaining. The essential reason for this is that the strict definitions found in a contract leave no room for a person to play a dual role. If one supervises and evaluates, then the job is administrative. The opposite is also true. Therefore, this implies that bargaining by both teachers and principals will tend to define both roles in increasingly separate or different ways. This implication adds weight to the unproven conclusion that organized principals will play a role that is less interstitial than their non-bargaining colleagues.

Hypothesis II focused on the interviewing, approval, assignment, and transfer powers of the building administrator over personnel. Generally, at least one-fifth of the organized principals had these rights.
This suggests that many boards conceive an administrative role for principals that gives the latter significant input on these management concerns. Of course, all of these rights, when exercised by individual principals, are subject to ultimate board approval.

As a part of the contract, it will not be easy for any board to remove the rights of principals in the area of teacher assignment. These rights imply a principal role where the building administrators collectively help to establish the board procedures and regulations for a district. Principals, therefore, not only supervise the implementation of regulations but are involved in the actual development of the parameters or board policy. As a part of the contract, this role is a legally binding part of the district's decision-making process.

Because it is a part of the contract, principals will have to apply the policy on teacher assignment in a uniform manner. Again, the implication emerges that principals will have to operate in the same way in a given district. This uniformity of administration may tend to reduce the ambiguity in the principal role.

As principals take part in the process that results in bargaining on assignment procedures, teachers may tend to see building administrators as agents of the board. The principals will have to respond according to the district posture. This board-oriented response may tend to reinforce teacher perceptions of a principal role that is far removed from that of the instructor. On the other hand, principals will tend to identify their position more with the entire district and less with their individual buildings. If they do not, then it would seem that they will be in a frustrating and, perhaps, untenable position at the least.
The contract of those principals who have the authority to interview and approve of personnel reflects a managerial role dimension. In the cases of those principals who did have this contractual authority the implication is that the institution does expect them to have significant control over staff.

Another question that surfaces about staff selection and assignment rights centers on the degree to which administrative associations have tried but failed to have the selection of personnel included in the agreements. If principals represented in this study have attempted to gain this authority, then the implication is that they have generally failed. From this failure an implication can be inferred. This unproven conclusion is that the institution does not have expectations in teacher assignment as a right for building administrators.

In terms of role implications, the contractual language related to Hypothesis II appears to add weight to those implied changes in the principal role discussed under Hypothesis I. Uniformity of definition and implementation of procedures on a district-wide basis will put principals into a position where boards, superintendents, teachers, and the building administrators themselves may tend to view the role as being more related to the district than to an individual school. The result of this could be a reduction in the interstitial characteristic of the role. Finally, the principal will be expected to and will work with issues on a district-wide basis so that his perspective on development of rationales may tend to become more global or superintendent-like. Certainly, bargaining suggests that the potential for this exists.
Hypothesis III - Conclusions

Do organized principals have the power to play a major role in the educational programs in their buildings? Hypothesis III examined this theory. Based on the appearance of contractual language focused on curriculum and instruction, it would be difficult to argue the pro side of this question. Three propositions made up the basis of this section. The clauses relating to them were found in only a small minority of the agreements. The vast majority of the contracts made no reference to these curricular areas either directly or by implication. Less than twenty per cent of the maximum possible weighting was achieved under Hypothesis III. Hypothesis III is rejected.

One sub-group of contracts representing the Michigan organized principals did, however, contain significant amounts of language about curriculum and related issues. The Michigan organized principals do appear to have the power to play a major role in the educational programs within their buildings. New York administrators, although to a lesser degree, did have rights in the areas defined by the propositions. Organized principals from Connecticut, Massachusetts, and New Jersey had no rights whatsoever. These data support the conclusion discussed under Hypothesis II that the state from which a contract originates greatly influences its contents. Stated in another manner, the conclusion is that organized principals have significantly different contractual rights and responsibilities based upon the state in which they work.

Hypothesis III - Implications

One benchmark that may be used to determine an educator's involvement with curriculum revolves around the innovations he brings to a
program. In the last few years, changes in curriculum design and instructional methods have become commonplace. Principals have frequently touted their interest in curriculum development through their various associations and publications. If these observations are valid, then it becomes confusing why only ten percent of the sample agreements had a portion devoted to curriculum and/or curricular innovation.

The large and consistent absence of contractual language focused on curriculum implies significant role dimensions. The absence may have something to do with the institution's expectancies for the role incumbents. These expectancies generate from many sources. One of these sources is the teaching staff. Educational literature supports the contention that the role of the principal is being modified from two sources - superordinate and subordinate. The commonly used procedure of teacher bargaining may have had a strong influence on the principals' lack of contractual authority in the curricular areas. If boards have already given to teachers contractual input on curriculum, and done it in advance of any administrator agreements, it may be that they cannot give the principals a conflicting right. Therefore, one possible answer is that teachers already control curriculum keeping principals from bargaining successfully on the topic.

Curriculum is the total set of experiences that a school system attempts to provide for its clients, the students. The classroom experiences a child receives seem to be controlled by one factor more than any

---


19Ibid., p. 92.
other. This factor is, of course, the teacher. If one assumes that curriculum is controlled by instructors, then the assumption suggests that principals may have collectively found it non-productive to attempt to gain these kinds of rights in their contracts.

The question of community control raises another factor in this discussion. Even if one assumes that at the pragmatic level teachers do control curriculum, it remains difficult to argue that that which is to be taught can be decided upon by any particular group over the final authority of the community. It is the collective body called the community that has the right, constitutionally, to decide what experiences its children will receive in school. No individual teacher or teachers can expect to have the luxury of making this kind of final decision. Of course, the entire issue of what is negotiable frequently moves to the topic of curriculum. Teachers argue that they should have contractual control over at least part of this question while communities and state board associations take the opposite position. In terms of book selection and certain specialized programs such as sex education, communities have demonstrated the power to be the final arbitrators on these questions. If the above is valid, then one more reason can be added to answer why principals have not negotiated any significant language on curricular topics in their contracts.

It may be possible that curricular issues are not important to principals either as negotiating topics or as idiographic role expectancies. If bargaining was initiated primarily to protect positions and change the balance of power between employer and employee, it seems to follow that curricular issues would probably tend to be absent in the contracts.
Considering the persons who are the principals represented by the contracts in this study, the question of their backgrounds becomes significant. For example, if a majority of these administrators were teachers in areas such as physical education and/or music it may be that their collective experience has had an effect on their bargaining goals. Secondly, it may be suggested that administrators, as a group, are not noted for their leadership in the world of new ideas, innovations and, particularly, change. The very nature of the administrative position seems to tend to select people who will help the system to continue rather than evolve into something new. If these assumptions are valid, and in direct proportion to their validity, the implication follows that principals would have little need for curricular topics to be a part of their contracts. This implies that principals are not faced with a nomothetic role expectation to deal with curriculum and innovation.

A final factor that may contribute to explaining why there was a lack of language focusing on curriculum is the growing influence of state and national legislative activity on the school. At the state level there have been increasing attempts to have schools operate specific programs of one type or another using a direct financial subsidy as the motivating force. The growth of special education services is one of the most prevalent examples of this trend. In many cases, the initiation of such a program is a district decision. However, after this stage, control of the service reverts back to the state. For example, many times a district cannot eliminate the program once it has been started. Local considerations and conditions tend to play a smaller role and, therefore, the state begins, in fact, to dictate curriculum. This
influence may be reflected in part by the organized principals' apparent lack of interest in curriculum issues as bargaining topics.

The weighting and analysis of the data suggest on face value that principals do not have personal role expectancies in the curricular area. A future study may find that principals have attempted to gain contractual authority in curricular areas but were unsuccessful. If this were demonstrated, then one could argue that the idiographic dimension of the principalship does have or contains a dimension focused on the educational leader role. However, based on the results of this analysis, there does not seem to be any reason to suggest that organized principals want to be educational leaders in any significant way.

Considering the nomothetic dimension of role, the discussion of expectancies seems as if it should consider curriculum as a body of knowledge that influences the institution rather than the other way around. In other words, the questions of how a set of experiences called curriculum has developed, what has influenced its evolution, and how sensitive it is to change, all have a part in the definition of the principals' role. For example, how can a principal expect to alter or change those experiences we entitle curriculum? Certainly it would not be expected that an individual or group of administrators would be able to alter the influence of the national media. Yet, these forms of communication seem to play an important part in children's learning. Can administrators expect to significantly change the products of national publishers? Are the learning experiences presented to children in terms of continuity and sequence varied in any appreciable way throughout a state or even the nation? These questions suggest that a principal or administrative association may be virtually helpless to alter the learning experiences that
children receive. If organized principals have accepted this as a realistic appraisal of their potency in the area, then the implication is that they would not be very involved with curriculum, particularly as a bargaining topic.

If principals cannot alter the curriculum, then should one assume that a school district can? In exceptional cases, boards of education have banned particular texts or other published materials. Within regions school systems have used materials that ignored entire populations on a racial basis. However, these materials were used consistently throughout the region and if a district attempted to operate with significantly different materials, it seems that either such actions have received little publicity or they haven't taken place. If an individual school district has little latitude to influence curriculum, then it would seem reasonable to conclude that the district would not expect its principals to do what it cannot accomplish.

Hypothesis IV - Conclusions

Hypothesis IV tested the theory that organized principals had the power to contribute to a district's policy-making process. Five propositions were formulated for this purpose. Included in this group were the organized principals' rights to board information and data, participation in the development of budget, calendar, and new facilities, and their role as agents of the board in negotiating contracts with other employee groups. Approximately thirty-one per cent of the total possible weighting was assigned to the sample as a result of the weighting process. Being less than one-third of the maximum, it is necessary to conclude that the organized principals represented in this study do
not have the legal power to contribute to a district's policy-making process. Hypothesis IV is rejected.

It would be misleading, however, to suggest that this one-third figure represents the amount of authority and responsibility vested in every district's group of organized principals. In terms of individual school districts, the range of weightings spanned the entire continuum. Some organized principals had none of the contractual rights represented in the propositions while others had achieved every one.

The organized principals' contracts from New Jersey achieved a mean percentage of weighting on the total group of propositions of over fifty-nine per cent. Considering the sum of both specific and implied rights, the range on individual propositions for the New Jersey administrators was sixty-six per cent, as a low, to seventy-seven per cent. This leads to the conclusion that New Jersey organized principals have bargained a series of contracts that do give them the power to contribute to the policy-making process within their districts. New Jersey organized principals are expected to take part in policy development. Policy development is a part of the principal role in the New Jersey districts represented.

The Massachusetts organized principals did not have any contractual language in their agreements that gave them any of the powers outlined in the propositions. In two cases the documents implied such rights, but none were found on a specific basis in any instance. This leads to the unequivocal conclusion that the Massachusetts organized principals have no power to contribute to the policy-making process within their districts. The development of policy is not a part of the Massachusetts organized principals' nomothetic role expectations.
The wide range of differences in contractual power represented by the New Jersey and Massachusetts organized principals' contracts supports the conclusion drawn in the discussion of Hypothesis III. The state in which a contract is negotiated has a significant effect upon the contents or scope of that agreement. Further support for this conclusion resides in the fact that within a given state the range of differences in contracts was minimal as contrasted with the differences found in agreements between states.

In the analysis of three of the four areas represented by Hypotheses II, III, and IV the conclusion surfaced that the state origin of a contract was one significant predictor of its scope and, therefore, power. This deduction must be followed with the conclusion that the expectations for organized principals differs from one state to another. Whether or not these expectations are nomothetic or idiographic is less than clear. What is obvious is that the role parameters for organized principals differ depending upon the state in which they work.

Hypothesis IV - Implications

Talcott Parsons views an organization as a composite of three distinct levels: the institutional, the managerial, and the technical. He suggests that the managerial level which is concerned with "the direction, coordination, evaluation, and planning of procedure for maintaining the organization" is a responsibility of the superintendency. Conversely, the principal "serves as a link between the managerial and tech-

---

20 Goldhammer, Keith, and others, op. cit., p. 17.
21 Ibid., p. 18.
nical levels of the organization." This level is concerned with and performs the basic work or service for which the organization has been formed. He suggests that principals are not generally concerned with the legislative, allocative, and policy-making functions of the superintendent.

The contents of the contracts used as the sample for this study suggest a differing role for the principal than that described by Parsons. Many of the topics included in the agreements are directed totally toward allocative and/or policy-making tasks. Many organized principals take part in the development of the school district's budget. These administrators are involved as members of policy-making bodies within the district. Organized principals help to develop calendar, changes in their job descriptions that may surface, and other such superintendent-like activities. To state that organized principals are serving "as a link between the managerial and technical levels of the organization" is not compatible with their duties as outlined by the contracts used in this study. If the Parson view of an organization is used as the structure within which a role is determined, then the implication emerges that the organized principals' role is as much managerial as it is technical.

Probably because role definition is other than a quantifiable process, many contributions have evolved in this study about the organized principals' role. Considering the management function, a recent case heard by the New York Public Employees Relations Board (PERB) whose decision was supported by that state's courts surfaced a major contradiction in the legal interpretation of the principals' role. Although

---

22 Ibid., p. 18.
many principals have negotiated contracts in New York, this is not true of every school district. In one district where the association requested that the board negotiate with administrators the request was denied based on a board position that principals had served on the board negotiating team when teacher contracts were formalized for many years. They argued that this activity defined their role as management and, therefore, made the provisions of the Taylor Act (New York's public employee bargaining law) non-applicable to the administrators. Both PERB and the courts agreed with this position and, consequently, the administrators were denied the opportunity to negotiate a collective bargaining agreement.23

The major contradiction in this situation is that many New York school districts have and continue to bargain with administrative associations. These principals in most cases did not or do not take part in board-teacher negotiations. However, some of these administrators have and continue to serve the board as representatives of management during bargaining sessions. Therefore, within one state and from one district to another the principals' legally defined role is or is not that of management. This situation serves as well as any to demonstrate the ambiguity surrounding the principals' role.

One implication of this situation is that the contradictory use of principals demonstrates their role is different depending upon what district and/or area is investigated. The significant differences in the contracts of the organized principals from the states represented demonstrated this. In New York the legal role definition seems to depend

on the time at which boards and administrators began collective negotiations.

The New York situation raises a major question about the principals' role. Does this legal interpretation of the state's public employee bargaining legislation define the nomothetic dimension of role? Since the nomothetic dimension of role reflects what the institution expects of its incumbents the question in another form is: does the court decision correlate positively to the institution's expectancies? Does the court's definition summarize these parameters or is it in conflict with some, many, or all of the various expectancies that exist for the position of principal?

If the court has reflected a narrow opinion based primarily on public employee bargaining legislation, then it may be that its position is in opposition to the expectancies that superintendents and boards have for the principalship. If a group of principals find themselves in a position where the board or superintendent make decisions without consideration of the building administrators' opinions, then it suggests that these principals are not part of the management team. On the other hand, with a contract that demands that they take part on a consultive basis in the development of budget and calendar, then the role has definite management expectancies.

Considering the role of the organized principal based upon the contents of the sample agreements that were investigated in terms of Hypothesis IV, the implication is a move toward a management role for the principalship that is closer to that of the superintendent than to the master teacher. Principals who have access to district information and take part in the formulation of budget, calendar, and other district
topics are in a position to act somewhat like a superintendent. They will collectively recommend actions and policy that may affect the entire district but most certainly will be developed along such lines. They will have to consider questions from the perspective of the entire district rather than from their own individual school position. The contract will force them to interpret staff requests in a uniform manner. Therefore, they will appear to be representing the superintendent and the board more than the needs of individuals within their own schools. The sum of these factors suggests strongly that organized principals will tend to be viewed more as management than their colleagues who do not have collective bargaining agreements. Finally, boards will consult with organized principals regularly because of the master contract.

Using involvement with budget development, for example, the organized principals who have this right will have to alter their individual opinions to the collective position adopted by their association when consulting with the board. This means that individual principals will argue for monetary actions that may represent only part of their individual school's position, if at all. As this process is repeated over a period of years, it may be reasonable to expect that teachers will see that principals support a district position on financial policy development. Teachers may begin to feel that building administrators are more committed to the district needs than to that of an individual building. This will tend to reduce the master teacher role dimension of the principalship. Another implication is that the interstitial characteristic of the principalship will be less apparent. The process may also tend to reduce role ambiguity.
Collective Bargaining Implications

Certain broad implications emanate when collective bargaining is used by any employee group. One given is that fact that a negotiated agreement deals with jobs or positions and not with the individuals who fill them. The bargaining process employed to define some aspects of these jobs in terms of rights and responsibilities focuses on averages or centers. Individual needs, particularly those that tend to be much different than most others, usually are ignored in the negotiating process. Therefore, the implication emerges that individual needs, or more accurately, the idiographic dimension of role expectations may become less important or more difficult to fulfill than has been the case in districts where bargaining is not used. The contract creates a set of conditions where great variance from its provisions by any individual for any set of reasons becomes difficult if not impossible.

As options are removed and all receive the same, equity becomes an important result of the collective bargaining process. Equity demands that all receive the same. This may be good or bad depending upon who is being considered and/or how much of what is to be received. Where teachers have worked without a collective agreement it was not unusual for administrators to treat them in a manner that reflected their professional and/or personal differences from his point of view. Equity does not allow for this latitude. Where under board policy and administrative regulation a principal may have been able to allow a given teacher to leave an in-service meeting, for example, because of some problem and based on the fact that the teacher in question maintained a vigorous work schedule, under a contract the principal would lose this option. No matter who asked and without any consideration of why, the administrator
dealing with a negotiated agreement must necessarily say no or assume the consequences of bring open to the filing of a grievance.

If the result at the administrative level is the same it will mean that equity will reduce and/or eliminate the latitude that a superintendent will have in working with principals. It seems that this means the opportunity to fulfill personal needs through role expectancies will be reduced. Carrying the implication to a logical conclusion, it appears that collective bargaining by principals may result in a district role that is highly standardized, as compared to places where no bargaining agreement exists. The opportunity to have personal needs met through role expectations will be lowered in direct proportion to the degree that these needs vary from whatever kind of average exists within a given district.

One reason that equity becomes a major implication of any master contract is definition. Under an agreement various parts of one's job are defined in terms of rights and responsibilities. These definitions are open to interpretation through a process called grievance. If it can be reasonably assumed that it is difficult to write any definition that will receive a uniform interpretation from any given group of people, then it follows that the application of contractual provisions will be done in as uniform a manner as possible by any superintendent who is interested in reducing the potential for conflict. A uniform type of operation will tend to reduce options for both the principal and the school board.

Organized principals, too, will have fewer options. The use of "personal days" is an example of an area where options may be reduced. This type of provision is commonly contained within organized principals'
contracts. Suppose the provision will allow for the use of three personal
days but absolutely no more than this number. Suppose a given administra-
tor finds himself in a position where a need for more than the agreed-to
number of days presents itself. The contract may eliminate the superin-
tendent's option to grant the special request even if the chief officer
feels that the need is genuine and should be made available.

The examples above suggest the possibility of a reduction in the
idiographic dimension of the principals' role where a master contract
defines employer-employee relations. If this implication is true, then
it follows that the nomothetic dimension of role will increase in inverse
proportion. The process called negotiating will result in a document
that represents a series of compromises to a varying degree on the parts
of both the employer and the employee.

Four factors point toward the possibility of increased influence
on the principals' role by state and/or national administrator associa-
tions. Representatives of state associations may be more capable in
bargaining techniques and/or perceived to be by local association mem-
bers. If this prediction is accurate, then it is likely that state
association personnel will play an important role in local district bar-
gaining sessions. This has been the case in the area of teacher-board
negotiations. State association personnel may direct and even take part
in the bargaining sessions at any number of local settings. If and when
they do this, it seems likely that they will bring similar objectives
for scope clause content and contractual language to different localities.

State associations may publish and have their field representa-
tives present specific bargaining proposals and contractual language to
local groups. If this practice becomes commonplace, then the resultant
negotiated agreements will tend to become similar. This has happened with teachers under the direct leadership of the Illinois Education Association. As the process is repeated, contractual role expectancies for administrators will tend to become the same throughout a state. One result may be a monolithic contract for all principals within a state. If the principals of a given state have contracts that tend to be the same it is difficult to conceive their role as ambiguous.

A question of contractual interpretation that cannot be resolved at the local district level may, through the vehicle of bargaining legislation, end up at some state agency or board. New York's Public Employee's Relations Board is an example of such a bureau. When cases of this type reach the state level, it may not be unlikely that representatives of the state administrative association will play some role in the resolution of the grievance. This is another example of possible increased parent association involvement in administrative role definition. Again, a potential lessening of role ambiguity based upon the state's legislation and parent association activities seems quite likely.

Another factor that suggests increased growth and influence on the organized principals' role emanates from the nature of professional groups. Associations, in their need to survive, tend to do things that help the association grow. This appears to be related to the number of people whose employment depends on the growth of the association rather than on what services the unit gives to its individual members. Unions demonstrate this self-perpetuating characteristic regularly.

Administrator associations may actively encourage the settlement of administrative rights questions at the state level where legislation allows for resolution. This will allow the state association to demon-
strate how well it helps the membership. Associations may tend to encourage grievances and/or strategies that force local boards to bring principal role questions to the state. If the state principals' associations do this, one obvious implication is that the parent group will tend to have greater influence upon their membership than may have been true in the past.

A final factor that seems to imply that the state and national professional groups will play an increased role in local district problems and, therefore, in helping to define the principalship is the resources available at the parent association level. Local associations in most cases do not have the quantity of membership to be able to afford sophisticated personnel. With exceptions noted such as the large urban areas like Chicago, local administrative groups will probably not have a lawyer or team of legal experts on retainer. State associations may have these kinds of experts available. If the associations provide resources in personnel, expertise, and/or money that are beyond the means of the local groups it seems reasonable to expect that the local groups will turn more frequently to the parent organization. This implies that state level administrative association influence will become greater than it has been in the past.

Recommendations

Collective bargaining is a normally applied process in the private sector of the economy. However, the situation in public agencies tends to find negotiations to be a relatively new method of defining the relationship between employer and employee. School administrators have used it in only a very small minority of districts. If bargaining
by principals and supervisors remains a normal process for only a minority of school administrators, then its effects will not be significant. If, however, it can be demonstrated that the process is being used increasingly by principals, then the implications of this study will become important. A future study that could have an impact in the field would emerge from an attempt to determine to what degree administrators are increasing in the use of the negotiations process. Is the employment of negotiations becoming a typical method for administrators? Is the process being used less or more depending upon particular circumstances? These questions suggest the direction such research might take.

Closely related to the growth of administrator bargaining is the question of why this process has been employed by so-called professional or management personnel at all. This study has included many suggestions as to the possible reasons that have led principals to the bargaining table. However, these factors will remain as possibilities until the causes and contributing factors are studied through research. A second recommended study focuses, therefore, on the reasons and situations that have brought administrators to the collective bargaining table.

The issue of local control has received regular and wide-spread visibility in recent times. Many different kinds of changes in the public schools have contributed to the controversy surrounding this topic. Collectivism seems to have played an important role in this question, particularly in terms of state and national teacher association objectives. A future study aimed at the effects on local control from administrative collectivism may help to clarify a portion of this picture. This study could conceivably be related to the effects of teacher bargaining on the same question. There does not seem to be much doubt that
control of schools is an objective of teacher associations. Is the same true for administrators? What part does power play in the negotiations process? These questions demand the attention of the profession because the issue of local versus national control is crucial.

There is little doubt that state and national associations play some part in an administrator's professional life. The question of what and how great a role these associations have played in the area of administrative bargaining is not known. Have principals formulated their need to negotiate based to any extent on the directions of the parent groups? Have the professional associations grown in power as more principals bargained? Have principals applied negotiating tactics and objectives that reflect state and national association priorities rather than local concerns? It is recommended that this series of questions be studied in the interests of helping non-bargaining administrators to determine if, when, and how they might apply the techniques of negotiating.

If generalizations about collective bargaining in the public schools are to attain any validity, then there is a definite and prerequisite need for an investigation of state public employee bargaining legislation. Individual state laws seem to vary considerably on this topic. Some states allow teachers to strike under specific conditions. Most do not. The scope of negotiations or what is negotiable ranges on a long continuum. This question is still being debated in states that do have public employee bargaining legislation. The role definitions and/or job descriptions of which employees may legally form bargaining units and act as exclusive representatives for a district's group indicates a similar type of variability. The role of the local school board in collective bargaining and the creation of a state labor relations
board for public employees are two other areas that are different from state to state. Since bargaining is becoming the normal method to define the working conditions for most school employees (i.e., teachers), a comparison of states' bargaining legislation is important and relevant.

A serious and unanswered question that has emerged since the advent of collective bargaining by teachers is related to the sanctity of contracts, principle versus public policy. Some school boards have entered into agreements with teachers' associations that include, for example, the negotiation of pupil-teacher ratios. This topic is, according to Illinois state law, an area in which the board has the exclusive authority to make final decisions. When, however, it is included in the master contract a situation may arise where the board and teachers' association cannot settle on a mutually agreed-to basis about these ratios. Then, the issue would most likely go to arbitration. If the settlement of this issue was subject to binding arbitration, then the board would be giving up its right to make the final decision to some representative of an arbitration association. This would mean that the master contract had, in fact, circumvented state law. It also demonstrates the means by which associations have a type of veto power over a school board.

On the other hand, when questions arise about specific contracts whose provisions may in part or completely be in opposition to state law the public policy prevails. However, as of this point in time, a question evolving from a public employees' contract with an elected board has not been settled in the courts. One noted attorney has remarked, "it's a

very fuzzy area."\(^\text{25}\) It is recommended that this question and its legal implications be investigated in a future study.

Directly related to this study, but not answered by it, are a number of questions that may serve as the basis for additional research. It appears important to determine if the perceptions of board members and administrators differ in areas where bargaining is used as compared to those of districts where administrators do not employ the method. The tact of this research could be similar to Thompson's work reported in Chapter II. Bell's study is also a possible source for the design of this research.

Within districts where principals have bargained and do consult with the board it would add to the literature in a positive manner to note what kinds of and how much consulting actually takes place. This investigation could focus on a number of issues including the perceptions of those involved, the changes such consultation seems to have made on district policy development, if any, and the growth of consultation rights within the contract. Finally, a comparison of organized principals' consultation rights and perceptions about the subject could be made to those administrators who do not negotiate with their boards.

It appears that administrators have bargained only where teachers have and after the latter began the process. It would add clarification to the entire picture if the resultant contracts of the two employee groups were compared. Do principals have a smaller or broader scope of negotiable topics as compared to teachers? At what frequency do the various items appear? Do principals bargain for management rights that do not appear in teachers' contracts?

\(^{25}\)Lifton, Fred, op. cit.
Teachers and administrators have negotiated with the same board. What conflicts have occurred as a result of opposing positions held by these two employee groups? How have school boards dealt with situations of this type? Which employee group has won the battle of conflicting interests? Data centered on these questions could help those interested in understanding the effects of collective bargaining on educational administration.

In terms of practical application, it is recommended that working building administrators explore the feasibility of using the bargaining process within their own districts. Although the hypotheses were proven to be invalid, a minority of the sample agreements did give a portion of the principals represented the power to maintain their leadership status. Where legislative parameters allow for collective action by building managers, and local conditions suggest to the role incumbents that the administrators' latitude in dealing with school problems is being reduced by any number or combination of forces, it is recommended that collective bargaining be considered as one viable option available to principals.

Because public employee bargaining is a relatively new means of defining work relationships, the number of studies that could be focused on this area is overwhelming. This study has demonstrated that the potential for change in the principals' role is significant where collective bargaining has been used by administrators. However, organized principals represented in this study have not gained a sufficient number of rights based on means and quantity to profit by this potential. Whether or not they will is an unanswered question. However, the analysis of the contracts has demonstrated the significance of the topic for educa-
tional administration. Collectivism is upon the educational scene and will have to be dealt with more frequently by increased numbers of school board members and administrators.
APPENDIX A

SUMMARY OF THE WEIGHTING VALIDATION PROCESS
APPENDIX A

SUMMARY OF THE WEIGHTING VALIDATION PROCESS

The negotiated agreements from the following school districts were used in the validation process:

1. Agreement between the Brandford Board of Education and the Brandford Administrators Organization. Brandford, Connecticut. (Brandford)


3. Agreement between the Livonia Board of Education and the Livonia Educational Administrators and Supervisors. Livonia, Michigan. (Livonia)

4. Agreement between the Board of Education of the Township of South Brunswick, County of Middlesex, New Jersey and the South Brunswick School Administrators Association. South Brunswick, New Jersey. (South Brunswick)


The following administrators used the weighting system described in Chapter I and rated the contracts listed above:

1. Dr. Daniel Cunnif, Principal, Melzer School, East Maine School District 63, Niles, Illinois.

2. Mr. Frank Dagne, Superintendent, East Main School District 63, Niles, Illinois.

3. Mr. Barry Ekman, Principal, Ballard School, East Main School District 63, Niles, Illinois.

4. Dr. Richard Hetke, Principal, Stevenson School, East Main School District 63, Niles, Illinois.

The results of the validation process are listed below by hypothesis. The weightings given by the administrators are listed below the name of each person. The difference in average weighting of the four
participants compared to the author's weighting is listed in the last column on the right.

### Hypothesis I

<table>
<thead>
<tr>
<th>Contract</th>
<th>Cunnif</th>
<th>Dagne</th>
<th>Ekman</th>
<th>Hetke</th>
<th>Liechti</th>
<th>Difference (Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandford</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>-19%</td>
</tr>
<tr>
<td>Brentwood</td>
<td>30</td>
<td>37</td>
<td>38</td>
<td>29</td>
<td>33</td>
<td>+1</td>
</tr>
<tr>
<td>Livonia</td>
<td>31</td>
<td>19</td>
<td>24</td>
<td>27</td>
<td>25</td>
<td>+1</td>
</tr>
<tr>
<td>South Brunswick</td>
<td>10</td>
<td>9</td>
<td>15</td>
<td>12</td>
<td>16</td>
<td>-28</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>25</td>
<td>30</td>
<td>31</td>
<td>35</td>
<td>28</td>
<td>+8</td>
</tr>
</tbody>
</table>

### Hypothesis II

<table>
<thead>
<tr>
<th>Contract</th>
<th>Cunnif</th>
<th>Dagne</th>
<th>Ekman</th>
<th>Hetke</th>
<th>Liechti</th>
<th>Difference (Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandford</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Brentwood</td>
<td>17</td>
<td>21</td>
<td>19</td>
<td>23</td>
<td>15</td>
<td>+33</td>
</tr>
<tr>
<td>Livonia</td>
<td>5</td>
<td>8</td>
<td>7</td>
<td>9</td>
<td>7</td>
<td>+3</td>
</tr>
<tr>
<td>South Brunswick</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>6</td>
<td>8</td>
<td>8</td>
<td>6</td>
<td>7</td>
<td>0</td>
</tr>
</tbody>
</table>

### Hypothesis III

<table>
<thead>
<tr>
<th>Contract</th>
<th>Cunnif</th>
<th>Dagne</th>
<th>Ekman</th>
<th>Hetke</th>
<th>Liechti</th>
<th>Difference (Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandford</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Brentwood</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td>-50</td>
</tr>
<tr>
<td>Livonia</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>+50</td>
</tr>
<tr>
<td>South Brunswick</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>4</td>
<td>6</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>+6</td>
</tr>
</tbody>
</table>

### Hypothesis IV

<table>
<thead>
<tr>
<th>Contract</th>
<th>Cunnif</th>
<th>Dagne</th>
<th>Ekman</th>
<th>Hetke</th>
<th>Liechti</th>
<th>Difference (Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandford</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Brentwood</td>
<td>10</td>
<td>15</td>
<td>14</td>
<td>9</td>
<td>13</td>
<td>-8</td>
</tr>
<tr>
<td>Livonia</td>
<td>2</td>
<td>2</td>
<td>6</td>
<td>1</td>
<td>3</td>
<td>-9</td>
</tr>
<tr>
<td>South Brunswick</td>
<td>4</td>
<td>9</td>
<td>10</td>
<td>5</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>-600</td>
</tr>
</tbody>
</table>
APPENDIX B

CONTRACT ANALYSIS FORM
### APPENDIX B

**CONTRACT ANALYSIS FORM**

<table>
<thead>
<tr>
<th>District Name</th>
<th>Community</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pupil Enrollment</td>
<td>Number of Teachers</td>
<td>Number of Buildings</td>
</tr>
<tr>
<td>Number of Administrators</td>
<td>Percentage in Association</td>
<td></td>
</tr>
<tr>
<td>Per Pupil Expenditure</td>
<td>Age of Association</td>
<td></td>
</tr>
<tr>
<td>Year of First Contract</td>
<td>Length of Contract</td>
<td></td>
</tr>
</tbody>
</table>

**Proposition 1** "right to communicate with board of education"

Weighting: 0 1 2 3
Determining clause(s).

**Proposition 2** "contributes to modification of job description"

Weighting: 0 1 2 3
Determining clause(s).

**Proposition 3** "consults with board about dismissal or promotion of peers"

Weighting: 0 1 2 3
Determining clause(s).

**Proposition 4** "preferred treatment in job vacancies"

Weighting: 0 1 2 3
Determining clause(s).

**Proposition 5** "deal with problems collectively-no reprisal"

Weighting: 0 1 2 3
Determining clause(s).

**Proposition 6** "agreed to grievance procedure"

Weighting: 0 1 2 3
Determining clause(s).
Proposition 7 "protected from charges of libel, slander, negligence"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 8 "granted academic freedom"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 9 "use of school facilities and time for association bus."

Weighting - 0 1 2 3
Determining clause(s).

Proposition 10 "is consulted about evaluation procedures of position"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 11 "right to hold outside employment"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 12 "right to attend conferences, meetings"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 13 "has same rights as the teachers"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 14 "interview and approve personnel for building"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 15 "assigns personnel in building"

Weighting - 0 1 2 3
Determining clause(s).
Proposition 16 "approves transfers of personnel from building"
Weighting - 0  1  2  3
Determining clause(s).

Proposition 17 "takes part in modification of job descriptions of building personnel"
Weighting - 0  1  2  3
Determining clause(s).

Proposition 18 "approves use of building facilities by outside groups"
Weighting - 0  1  2  3
Determining clause(s).

Proposition 19 "consulted about modifications of building"
Weighting - 0  1  2  3

Proposition 20 "contributes to curriculum development in building"
Weighting - 0  1  2  3

Proposition 21 "is free to innovate within building"
Weighting - 0  1  2  3

Proposition 22 "free to do research in curriculum and instructional methods in building"
Weighting - 0  1  2  3
Determining clause(s).

Proposition 23 "has access to board minutes, information, records"
Weighting - 0  1  2  3
Determining clause(s).

Proposition 24 "takes part in negotiations between subordinates and bd."
Weighting - 0  1  2  3
Determining clause(s).
Proposition 25 "takes part in development of district budget"

Weighting - 0 1 2 3
Determining clause(s).

Proposition 26 "takes part in development of school calendar"

Weighting - 0 1 2 3

Proposition 27 "takes part in planning of new school facilities"

Weighting - 0 1 2 3
Determining clause(s).
APPENDIX C

SUMMARY OF ADMINISTRATOR INTERVIEWS
APPENDIX C

SUMMARY OF ADMINISTRATOR INTERVIEWS

<table>
<thead>
<tr>
<th>Administrator Interviewed</th>
<th>Position</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edward Abrahamson</td>
<td>Principal</td>
<td>Huntington</td>
<td>New York</td>
</tr>
<tr>
<td>Anthony Cirillo</td>
<td>Principal</td>
<td>Plainview</td>
<td>New York</td>
</tr>
<tr>
<td>Leo C. Clark</td>
<td>Principal</td>
<td>Ypsilanti</td>
<td>Michigan</td>
</tr>
<tr>
<td>William P. Counts</td>
<td>Principal</td>
<td>Pontiac</td>
<td>Michigan</td>
</tr>
<tr>
<td>Peter R. DiChiara</td>
<td>Ass' t Principal</td>
<td>Glen Cove</td>
<td>New York</td>
</tr>
<tr>
<td>Peter DiMento</td>
<td>Principal</td>
<td>Brentwood</td>
<td>New York</td>
</tr>
<tr>
<td>Louis F. Ferrara</td>
<td>Admin. Ass't to</td>
<td>Supt.</td>
<td>Plainview</td>
</tr>
<tr>
<td>Arthur Horler</td>
<td>Principal</td>
<td>Warren</td>
<td>Michigan</td>
</tr>
<tr>
<td>Phillip Hutchins</td>
<td>Principal</td>
<td>Warren</td>
<td>Michigan</td>
</tr>
<tr>
<td>Burton Jones</td>
<td>Principal</td>
<td>Mt. Morris</td>
<td>Michigan</td>
</tr>
<tr>
<td>George Karcher</td>
<td>Principal</td>
<td>Levittown</td>
<td>New York</td>
</tr>
<tr>
<td>John J. Kalish</td>
<td>Admin. Ass't to</td>
<td>Supt.</td>
<td>Syosset</td>
</tr>
<tr>
<td>Wilbur Olmstead</td>
<td>Principal</td>
<td>New Hyde Park</td>
<td>New York</td>
</tr>
<tr>
<td>Vincent Parlato</td>
<td>Ass' t Principal</td>
<td>Bethpage</td>
<td>New York</td>
</tr>
</tbody>
</table>

History of the Administrative Unit in Collective Bargaining

1. Total years unit has been organized.
   Range - 2 to 11 years. Average - slightly more than 5 years.

2. Total years that unit has had a negotiated contract.
   Range - 1 to 7 years. Average - slightly less than 4 years.

3. Number of administrators in the unit.
   Range - 9 to 53. Average - 43.

4. What factors led to the creation of the administrative unit and collective bargaining by your group?
   a. Teacher militancy (most frequent response).
   b. Movement from a socially oriented group to bargaining.
   c. Negative relationship with the school board.
   d. Change in state legislation.
   e. Loss of autonomy and/or administrative prerogatives.
   f. Felt need to be able to deal with the school board from a position of strength.
   g. Not sure of the reason.
Contract Application

1. In your opinion has the board of education ever found it expedient to circumvent any of the provisions of the contract?

Yes - 1; No - 13.

2. If yes, please give the reason for the board's action, as you understand it.

A question of contract interpretation involving the placement of a new principal on the current salary schedule.

3. How many grievances have been filed by your administrative unit concerning contract interpretation?

None of the respondents' units had formally filed a grievance.

4. Has the board or any member carried out any personal reprisal toward an administrator because of the unit and collective bargaining?

Generally, the answers were negative. However, in three cases the respondents suspected hidden agenda in certain board actions during the first few years of bargaining by the administrative group.

5. If you've worked as an administrator both with and without a collective bargaining agreement could you outline the differences you see between the two sets of conditions?

a. More structure or definition.

b. More objective framework for administrators.

c. The "in writing" situation makes the work easier.

d. More alternatives available to the administrator.

e. Administrator has more power with the contract.

f. One opposing opinion - contract is needed because the principal is defenseless without it. The contract pressures force a type of regimentation that is stifling.

6. Given the choice, which situation would you prefer?

With contract - 13
Without contract - 1

7. In your opinion what is your board's attitude toward the administrative unit?

Generally, and noting the exceptions listed under question 4, the respondents felt that the board accepted the existence of both the bargaining unit and the contract.

8. What has been the atmosphere of your negotiating sessions with the board?

Generally, the majority reported that the meetings were agreeable and
productive. They noted that differences did exist but in almost every case were worked out to the mutual satisfaction of both sides and without serious threats by either group toward the other.

9. Some general comments:

a. The contract has added new dimensions to the principals' role.
b. Less autonomy in terms of relationships with teaching staff because of collective bargaining.
c. Taylor law has tended to erode the power principals had over teachers.
d. Legal fees are becoming a significant part of an administrator's business expense.
e. Collective bargaining has brought the principals of the district closer together. Reported in 6 cases.
f. Administrators are gaining on teachers with the use of bargaining in terms of power.
g. The board has demonstrated increased respect for the administrative group since bargaining has been used.
h. Some principals very much in favor of the closed shop situation.
BIBLIOGRAPHY

Periodicals


"CSA Answers Times Editorial Favoring Managerial Status for Principals." CAS Newsletter, Vol. 6, No. 9 (April, 1973), 5.


McGill, John D. "The Middle or the Muddle; Three Rows to Hoe but One Way to Go." Illinois Principal (May, 1971), 6-9.


Books


Unpublished Materials


Thorin, Frederick D. "A Study to Determine the Accuracy with which Selected Secondary Principals Perceive the Role Expectations held for them by their Staff and Superintendent." Unpublished doctoral dissertation, Wayne State University, 1961.


Reports - Published


The dissertation submitted by Stewart R. Liechti has been read and approved by members of the faculty of the School of Education.

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 with reference to content and form.

The dissertation is therefore accepted in partial fulfillment of the requirements for the degree of Doctor of Education.

June 2, 1975

Signature of Adviser