

ACTUAL AND PREFERRED ROLE OF THE SUPERINTENDENT
IN THE COLLECTIVE BARGAINING PROCESS AS
VIEWED BY BOARD PRESIDENTS, TEACHER
ASSOCIATION PRESIDENTS, AND
SUPERINTENDENTS

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CHAPTER I

INTRODUCTION

The legislatures of many states have made efforts to recognize public employee expectations by granting them some written employment rights. The courts have been called upon to define, strike down, or enlarge those rights enjoyed by public employees during the early 70's. Public education has shared in this somewhat new and apparently irreversible trend.

It is clear that public employees have clearly won the right to organize and to be represented by an employee organization. Some laws granting association and representation have been in the form of "meet and confer bargaining laws." They signify a "special" interest law which gives previously denied or ignored recognition to public employees.¹

A significant number of states have enacted laws that are clearly "collective bargaining laws" for public employment, including, of course, teachers in the public schools. As of 1975, 29 states had authorized collective bargaining laws for teachers. An additional eight states allowed negotiation at the level of meeting and discussing.²

Even with widespread acceptance of collective bargaining, the state statutes and applicable governmental agency regulations and guidelines were still in formative stages. The scope of negotiable issues, the use of binding arbitration, and the right to strike were

all issues which had not been resolved with any uniformity. These issues, along with others, will continue to be experimented with for a good many years to come. Notwithstanding, some state statutes and court cases will, in time, provide more definitive guidelines and procedures. It is desirable that most labor disputes and the negotiation processes will become fairly similar throughout the various states.

In an effort to assist readers to better understand forthcoming material in this study, the writer will attempt to explain the basic steps of the collective bargaining process.

1. Selecting the negotiating team. Public employees and public employer each select a negotiating team which is informed of the necessary facts and information pertinent to the organization they represent. Parameters of positions are established by each group.

2. Bargaining. The negotiating teams meet and discuss their proposals. If "good faith" bargaining occurs, both parties should be able to reach an agreement. If such be the case, the collective bargaining process stops here with the reaching of a "tentative agreement." If no agreement can be reached through "good faith" bargaining, the parties agree that an "impasse" has been reached. The writer will address first, the agreement, and second, impasse.

3. Agreements. Once tentative agreement has been reached by the negotiating teams, it is submitted to the respective organizations being represented in the collective bargaining process. On the public employee side of the process, the proposal is submitted to members of the employee organization, who vote to approve or reject. On the public employer side of the process, the public board, representative of the people of the community, either accepts or rejects the

tentative agreement. In some cases, involving fiscal appropriations, the tentative agreement is submitted to a vote of the public. If approval is granted to both groups by their legal constituents, then representatives of both sides sign an official copy of the tentative agreement, and, at that point, it becomes a binding document known as an "agreement" or "contract". Should either or both sides reject the tentative agreement, then the process returns to step two.

4. Impasse. If the parties cannot reach a tentative agreement in step two, and they should have been able to do so if both parties practiced "good faith" bargaining, the dispute is submitted to "impasse" resolution. Simply stated, "impasse" is a point in bargaining where the parties mutually agree that further talks are of no value, and that a tentative agreement cannot be reached by the bargaining parties.

5. Mediation. If an impasse has been declared, an impartial third party tries to get the negotiating parties to resume negotiating. If the mediator is successful, the parties once again enter into "good faith" bargaining and regress back to step two. If the mediator fails to accomplish this task, the impasse usually moves to the next step, called "fact-finding."

6. Fact-finding. A mutually agreed upon fact-finder listens to both sides of the dispute, makes findings of fact, and recommends a solution. If the parties accept the recommendations, tentative agreement is reached and the parties proceed to step three. If not, usually the fact-finder's findings and recommendations are made public. The fear of such a revelation to the general public is thought to be sufficient reason to keep both parties "practical" in their positions

and is supposed to bring public support and sympathy or pressure to bear on one of the parties. If fact-finding fails to encourage the parties to reach an agreement, the laws vary in their approaches for resolution. The most common approach is "advisory arbitration", "binding arbitration", or a "strike."

7. Advisory arbitration. A third party or arbitrator is selected by mutual agreement by both parties or is chosen by a previously agreed upon process or as stipulated in the law. The arbitrator's recommendations are advisory and not binding. This step is quite similar to fact-finding and consequently is not widely used.

8. Binding arbitration. A third party holds a hearing, listens to both sides of the dispute, investigates the facts, and recommends a solution. The recommendations are binding upon both parties.

9. Strike. A strike is defined as the temporary withholding of services from an employer by a group of employees in order to force the employer to recognize certain employee demands, and resolve those demands in the employee's favor. Strikes are usually sanctioned, within legal parameters, in the private sector. There has, however, been almost unanimous agreement through state and federal court cases that strikes by public employees are illegal unless specifically mandated by legislation. Of those states that have passed public employment labor laws, only three have allowed even a limited right to strike.

Strikes by teachers during the 1980-81 school year are not expected to approach the record high of 242 during the 1979-80 school year. Only 80 strikes occurred during September, 1980, as compared with 102 a year earlier. Major issues continue to be money, class

size, preparation time, extra duty pay, reduction of force procedures, retirement contributions, transfer policies, and dismissal procedures. A significant number of these strikes took place in two states, Michigan and Illinois. It is interesting to note that both states have statutes which prohibit such strikes. Michigan, with 27 National Education Association affiliated strikes, had a statute requiring compulsory bargaining; whereas, Illinois, which had only permissive legislation, had 21 National Education Association strikes.³

Frank Forbes, Assistant Director of Labor Management Review Services for the United States Council of Mayors and coordinator of the National School Labor Relations Service, stated the following conditions prevailed during 1980:

1. There are approximately 8,500 negotiated contracts across the country. This means that approximately half of the school districts in the United States have written negotiated agreements of some sort defining conditions of employment for teachers.

2. If memoranda of understanding between boards of education and teachers were added to the list of agreements, the total would approach 12,000.

3. According to published United States Bureau of Labor statistics, approximately 65 percent of the nation's teachers (K-12) belong to a union or association for bargaining purposes.

4. Thirty-eight states have statutes recognizing the rights of public employee organizations to organize. Thirty-three states specifically include, by statute, the rights of teachers to organize and bargain collectively.

5. Only two states, Texas and North Carolina, have statutes that expressly forbid teachers to organize and bargain.

6. There existed 242 teacher strikes during the 1979-80 school year. This was the largest number in any given school year to date.⁴

History of the Problem

Historically, collective bargaining can be traced to England during the time of the Industrial Revolution. Abundant world-wide markets reduced significantly the role of the powerful guilds and at the same time gave rise to a new group of financiers who provided capital for factories and businesses.⁵

Without the benefits provided by guilds and being threatened by legislation that protected the interests of those individuals with holdings in business and industry, the working class in England found itself being easily exploited with no obvious tool with which to fight back. In an effort to improve their conditions, workers organized small groups whose purpose was to strike, create social disturbance, and in some cases destroy private property.⁶

This pro-business/pro-labor phenomenon of the Industrial Revolution spread around the world, including wide acceptance in the United States. The United States Supreme Court case of Commonwealth v. Hunt, during 1842, ruled that the mere combination of workers into a labor organization did not constitute an unlawful body, but whether or not such a group was criminal depended on its intents, purposes, and actions.⁷

After the Massachusetts Supreme Court case of Commonwealth v. Hunt, the movement from small family-owned and operated business to lower productive units necessitated the rise and spread of group action by employees. The migration of large numbers of people to the

cities gave rise to bigger school districts. Consolidation took place at a rapid rate. It became difficult for teachers to meet face to face with school administrators. To gain recognition and status, teachers began to join together in organizations for the purpose of gaining fair wages and decent working conditions.⁸

During 1857, the presidents of 10 state teacher associations called upon teachers throughout the United States to organize into a single organization. This call for unity resulted in the founding of the National Teachers Association. Thirteen years later, a similar appeal resulted in the American Normal School Association, the National Association of School Superintendents, and the National Teachers Association, uniting to form the National Education Association. Three years later, this organization was incorporated under the laws of the District of Columbia.⁹

Many experimental attempts at affiliation with organized labor preceded the chartering of the American Federation of Teachers. The American Federation of Teachers was established during 1916 because of the large number of educators who felt that the National Education Association could not, because of the diversity of its membership, play a militant role necessary for the improvement of American education.¹⁰

Prior to the Civil War, strikers for higher wages and better working conditions were treated as criminals, but during the following 50 years, the United States witnessed a tremendous growth in industry, and a like growth in the labor market. By 1900, labor organizations were not considered to be criminal, but many of their activities, including strikes and picketing, were prohibited by law. With the end of various federal acts, many of these restrictions were gradually removed.¹¹

The Sherman Anti-Trust Act (1890), the Clayton Act (1914), and the Wagner Act (1935) gave direction and legitimacy to the rights of workers to form labor unions and bargain with employers. The National Labor Relations Act, better known as the Wagner Act, became the major legislation which formed the basis for authorizing bargaining and strike rights for private sector employees.¹²

The National Labor Relations Act passed during 1935 was one of the most significant labor laws ever enacted in the United States. This act in part gave protection to employees to organize. This view was stated in the Act as follows:

Experience has proved that protection by law of the right of employees to organize and bargain collectively safeguards commerce from injury, impairment or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences as to wages, hours or other working conditions, and by restoring equality of bargaining power between employers and employees.

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of employment or other mutual aid or protection.¹³

Prior to 1935, there was a general consensus that the public employee did not have the right to organize, bargain, and strike. Calvin Coolidge, as governor of Massachusetts, won widespread public support for his declaration relative to the Boston police strike during 1919: "The right of Boston police to affiliate (with organized labor) has always been questioned, never granted, is now prohibited. . . . There

is no right to strike against the public safety by anybody, anytime, anywhere."¹⁴

Ostrander declared that emerging legislation in education has modeled the so-called unfair practice rules from such definitions contained in the 1935 Wagner Act and Taft-Hartley Amendment of 1947.¹⁵

Unfair practices that might be considered by the school board include, but are not limited to, the following:

1. Restraint, coercion, domination, or assistance of teachers in their organization rights.
2. Discharge or discrimination against a teacher who has taken legal action against the school employer.
3. Refusal to bargain collectively in good faith with an exclusive representative.
4. Failure to comply with any part of the collective bargaining legislation.
5. Refusal to reduce to writing and sign agreements reached through collective bargaining.
6. Refusal to live up to the terms of an agreement or the terms of an arbitration award which has been brought about by the agreement.
7. Communicating directly with members of a bargaining unit rather than the designated representatives for purposes other than work performance.

Unfair practices which might be committed by teacher unions include the following:

1. Interference or coercion of individual teachers pursuing rights legally given to them.

2. Refusal to bargain in good faith when designated the exclusive bargaining representatives for teachers.
3. Non-compliance with the laws governing collective bargaining.
4. Refusal to sign written agreements.
5. Violation of the provisions of a written agreement.
6. Communicating directly with officials and circumventing their representatives.
7. Interference with an individual teacher's selection of a representative.

The organizational rights of public employees lagged far behind their private sector counterparts. During 1937, President Roosevelt said:

The process of collective bargaining cannot be transplanted into the public service. It has its distinct and insurmountable limitations when applied to public personnel administration. I want to emphasize that militant tactics have no place in the functions of any organization of government employees.¹⁶

One author drew attention to the three major periods of union development during twentieth century America. The first period, from 1900 to the mid-1930's, reflected the unionization of skilled craftsmen; the second, from the mid-1930's, to the mid-1950's, saw the rise of the semi and unskilled workers in mass manufacture; and the third, started in the mid-1960's and reflected the aspirations of the white collar and service/economy employee, both heavily engaged in public employee. Each period corresponded to an awakening of a class or sub-class in the labor force.¹⁷

For the first three decades of the twentieth century, unions were composed of skilled workers in building, construction, railroad-ing, and graphic trades. They held skills that were in relatively

short supply, they were fairly literate, had pride in their work, and were frequently of immigrant stock. They were important and expected recognition.¹⁸

During World War I, the American economy began to change as machines allowed large numbers of semi-skilled men with brief training to become the "new" class of workers. The negative setback for this emerging class of worker was the Great Depression; the positive was the New Deal. The New Deal legislation of the Roosevelt administration encouraged labor, a much weakened lot, to organize for the purpose of bargaining collectively.

By 1960, this second classification of union member began to give way to a new maturing class of worker--the quiet economic revolution of the "white collar" worker. This group, engaged in dispensing services, outnumbered those engaged in production of commodities. This happened because of the demand for goods and services. By 1960, the public employee represented a large class of people in popular demand. Together, with help from his co-worker and from other labor groups, this new white collar worker found himself in the same position as the mass production worker during the 1930's--numerous and neglected.²⁰

When Congress passed the major pieces of modern labor legislation, to be followed by the Fair Labor Standards Act of 1938 and the Taft-Hartley Act of 1947, government workers at all levels were excluded. Public employees, including teachers, were a small part of the labor force. According to Tyler, between 1960 and 1969, the number of blue collar production workers rose 17 percent, while the number of white collar workers rose by 25 percent.²¹

According to Flygare, the number of public employees increased dramatically, greatly outstripping the growth rate of the nation's population.²² By 1977, approximately 15 million workers in the United States collected their paychecks from a government employer. This figure represents one out of every five workers.

According to McDonnell and Pearl, the United States Bureau of Labor reported that the membership in public employee organizations increased 59 percent between 1968 and 1978.²³ This extraordinary increase represented a growth rate of 1.4 million members. Public elementary and secondary school teachers were one of the groups experiencing the greatest increase in collective bargaining activity. Between 1966 and 1971, the number of school districts having bargaining agreements and having a student population in excess of 999 increased 500 percent.

Aided by President John F. Kennedy's Executive Order No. 10988, issued in 1962, collective bargaining for public employees entered a dynamic new phase. For the first time, on a meaningful scale, employees of local, state, and federal governments began to bargain collectively for improved wages and working conditions. In the field of educational administration, these activities modified the traditional system of educational governance. Unlike many changes in school management which blossomed and then died out, collective bargaining, as expected, has continued to expand and become a permanent part of the school management process.²⁴

Executive Order No. 10988 was followed 10 years later with another executive order that dealt in even more detail with public collective bargaining. Executive Order No. 11491 became effective during 1971.

The 1962 order had given public employees the right to organize and negotiate, but had not given them the right to exercise some form of strike or sanction. It had left employees in a position of limited power. Limited because, in reality and in spite of their prohibition, some strikes did occur.²⁵

Executive Order No. 11491 provided the formal framework for effective bargaining. It allowed for greater support of the concept of exclusive recognition as a basis for bargaining, provided national consultation rights, established the Federal Reserve Impasse Panel for resolving negotiation disputes, spelled out and prohibited certain management and labor unfair practices, added scope and status to grievance arbitration procedures, and prohibited labor organizations from discriminating against an employee on the grounds of race, color, sex, age, or national origin.²⁶

Teachers are public employees and have not failed to take advantage of opportunities to improve their stature. Teachers began to recognize avenues that allowed a more powerful role in policy formation and application in the public school system's collective bargaining.

By tracing the historical background of the current movement of the teaching profession toward bargaining rights from local public school boards, one is confronted with facts that show teacher dissatisfaction and unrest with related conditions are not new. The American Association of School Administrators cited 1946 as the year of the beginning of the militant movement by teachers. During that year, the Norwalk, Connecticut, Board of Education entered into what is believed to be the first collective bargaining agreement with teachers.²⁷

Despite earlier events, the big movement to obtain bargaining rights for teachers appears to have its beginning during 1961 when the New York City teachers elected the New York Federation of Teachers as their agent to represent them in bargaining with the Board of Education.

During 1959, Wisconsin enacted the first legislation for teacher/board bargaining. Since that time more than 30 states have enacted legislation permitting or mandating some type of procedure. These statutes, though they vary considerably in scope and detail, can be classified in two ways: first, permissive, and second, mandatory. The other variable is that many statutes state whether or not the process will be "meet and confer" or "collective bargaining". Through permissive legislation, teachers and boards are afforded the authority to confer or bargain, if both agree to do so; through mandatory legislation such a process is required. Confer legislation officially sanctioned dialogue in employment relations, but imposed few, if any, obligations on either party.

The Problem

Both teachers and administrators are responsible to the school board, which is traditionally vested with the authority and responsibility to make all final decisions with regard to school matters. By granting management prerogatives to school boards, most states have historically denied teacher participation in the decision-making process.

Teacher organizations are challenging this traditional distribution of power. Through collective action, teachers demand (and

seem to get) more control of curriculum, class size, allocation of school funds, salaries, and numerous other items. Yet, through their actions and attitudes, school boards and school administrators frequently seem unable to accept the responsibility of "shared power", which the private labor sector of the population has come to expect and get through the negotiations process.

The teachers' drive toward organizational power has transformed teacher/board relationships from the heretofore master/servant model into a three-way struggle for power. This struggle has as its actors, teachers, administrators, and school board members. Teachers question the basic organizational structures that nurture traditional administration concepts. At the same time, teachers are raising basic legal questions about the American school structure and its functions.

Perhaps no one area of the law of public education is in a more fluid stage than professional negotiations. This problem has a profound impact on traditional public school management policies, and new methods of dealing with these problems must occur. The school administrator must prepare to undertake several new activities, including projecting the impact of negotiated agreements into the budget process, consulting with teacher organizations prior to making decisions which may affect the negotiated contract, consulting with parents and students concerning issues covered by teachers' contracts as they become more active in protecting their interests, determining who will negotiate with teachers, developing new methods of dealing with the diminishing non-salary dollar, and creating contingency plans to deal with possible teacher strikes and work stoppages.

Public school superintendents have long been recognized as the professional and instructional leaders of the public school system. Superintendents have traditionally accepted the changes and challenges brought on by the people whom they serve. Superintendents often cope with new and unprecedented responsibilities.

Among the most important functions or responsibilities of the public school superintendent is to serve the interests of the students, parents, and employees, including, of course, supervisory employees. The public school board represents the students by way of parent participation in the electoral process. The public non-supervisory employees are frequently represented by their bargaining agent. Most supervisory personnel are still represented by their superintendent, if represented at all. Some states do allow collective bargaining for supervisory certificated personnel.

Conceptually, the superintendent is charged with district administrative responsibilities from a regulatory point of view. The board of education's responsibilities are total in their implication, but do focus from a position of policy. The classroom teachers represent responsibilities with emphasis placed on and from the functions of instruction.

Traditionally, the superintendent of schools has been simultaneously the professional leader of the teachers and executive officer of the board of education. It is difficult for him to perform well in both roles when collective bargaining becomes a reality in a school district. Further complications arise when one recognizes that superintendents have their own professional self-image or self-directed role expectations. The purpose of this study is to find out how

Oklahoma superintendents, Oklahoma school board presidents, and Oklahoma teacher association presidents regard the superintendent's role in the collective bargaining process.

Research Questions

The overall question of the study was: What are the actual and perceived roles of the superintendent of schools in the collective bargaining process as viewed by school board presidents, teacher association presidents, and superintendents in Oklahoma K-12 public school districts selected for this study?

1. What was the actual role played by the superintendent during the most recent negotiations process in your school district?

2. How satisfied were you as a board president, teacher association president, or superintendent, with the results of the actual role of the superintendent during your most recent negotiations process?

3. As a board president, teacher association president, or superintendent, what do you feel would be the ideal or preferred role of the superintendent in the professional negotiations process?

An additional 17 questions were asked of respondents. These questions were related to the current and, more specifically, the future status of collective bargaining in Oklahoma. These questions were tabulated and certain statistical results shown as a part of the findings in Chapter IV.

Significance of the Study

It is increasingly important that accurate explainable assessments be made of the relationships and the roles that these three--

school boards, superintendents, and teacher organizations--have within the organizational, social, and political structure of education. Through this study we will examine and, hopefully, provide new insight and new meaning to, and a different understanding of, the changes which have altered the traditional relationship. One cannot deny that this thrust, collective bargaining by teachers, has had an effect on educational decision-making.

The stated positions of the National School Boards Association, the Association of American School Administrators, the American Federation of Teachers, and the National Education Association, indicate there is no commonly perceived role of the superintendent. Although some element of common ground does exist among their stated positions in theory, there is a wide variance in perceived roles of the superintendent in the collective bargaining process.

Legislation regarding the appropriate role of the superintendent in the collective bargaining process is generally void of any description. Perhaps this intentional void of direction is taken to allow the individual school districts to prescribe the superintendent's role.

This study will assist universities in preparing school administrators for their prospective positions. Additional workshops and course offerings based on what is happening in the field should complement existing offerings or demonstrate the need for development of additional programs.

This study will be of benefit to state departments of education, state legislators, teacher associations, school board associations, and practicing school administrators. It is hoped that this study will

also assist those school districts now involved in the collective bargaining process, as well as those who anticipate such a happening.

Limitations of the Study

The following limitations are placed upon this study:

1. This study will be limited to all school districts reported in 1979 by the Oklahoma Education Association, and verified by the writer, as having a level five or six negotiations process with their local school boards.
2. This study will be limited to independent public (K-12) school districts operating within the state of Oklahoma.
3. This study does not attempt to distinguish within or between school district differences.
4. Further limitations placed on this study will reflect the extent to which respondents answer the questionnaire with complete and factual information.

Definition of Terms

Terms used in this study are in accord with common educational usage and are not intended to be technical or legal definitions, and are derived from a variety of sources.

1. Collective bargaining. A method of determining conditions of employment through bilateral negotiations between representatives of the employer and the certified employee organization to confer in "good faith" with respect to terms and conditions of employment which, upon reaching an agreement, will become mutually binding.

2. Agreement. The terms of a settlement between two or more parties that are reduced to writing and are agreed to by all parties.

3. American Association of School Administrators (AASA). A national association (formerly part of the NEA) which limits its voting membership to certificated school administrators. The majority of the membership consists of central office school administrators. School superintendents play an active and important role in this organization.

4. American Federation of Teachers (AFT). A national organization of public school and college teachers affiliated with the private sector union (i.e., the American Federation of Labor-Congress of Industrial Organization). The AFT permits local affiliates less decision-making power than do most teacher organizations.

5. Board of education. The elected or appointed body of citizens charged with the responsibility of representing the public in policy management and supervision of management of a school district.

6. Contract. See agreement.

7. Grievance. A written dissatisfaction from the employee and, occasionally, an employer regarding alleged violations of the law or of the agreement. Grievances have several steps that usually culminate in a decision from the Board of Education, an independent third party, or the courts.

8. Good faith bargaining. A concept that applies to either party of the bargaining process when they attempt to follow the guidelines of the procedural agreement and put forth a sincere effort to reach an agreement on each issue being bargained.

9. Teacher. Non-supervisory certificated personnel up to, but not including, the position of assistant principal.

10. Management. Supervisory certificated personnel with both line and staff responsibilities. These individuals range from the assistant superintendent level up to and including the superintendent of schools.

11. Superintendent. The chief executive officer of a school district.

12. School district. A public supported educational organization with definitive geographical boundaries containing any combination of grades kindergarten through 12.

13. Role. The actions and conduct of a given individual in both natural and planned conditions.

14. Bargaining unit. The organization designated the exclusive representative of a district's teachers for the purpose of collective bargaining.

15. Teacher union. Refers with equal intention to the NEA, the AFT, and their respective affiliates.

16. National School Boards Association (NSBA). A national organization whose membership is derived from state and local school boards.

17. Negotiations. See collective bargaining.

18. Level five negotiations. The local education association has an adversary relationship with the local school district because it negotiates issues on an item-by-item basis.

19. Level six negotiations. The local education association has an adversary relationship with the local school district because it

negotiates issues on an item-by-item basis and obtains ratification on all items in a package each year.

ENDNOTES

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²¹Ibid., p. 101.

²²Thomas J. Flygare, Collective Bargaining in the Public Schools (Bloomington, 1977), p. 6.

²³Lorraine M. McDonnell and Anthony H. Pascal, "National Trends in Teacher Collective Bargaining," Education and Urban Society, 2 (February, 1979), p. 129.

²⁴Ashby, McGinnis, and Thomas, pp. 2-3.

²⁵Ibid., p. 4.

²⁶Ibid., p. 4.

²⁷American Association of School Administrators, School Administrators Review Professional Negotiations (Washington, D.C., 1966), p. 24.

CHAPTER II

LITERATURE REVIEW

Role of the Superintendent

The local school superintendent has the responsibility of advising the local board about the operation and management of the schools. It is his responsibility to see that the educational objectives are achieved. The superintendent is practically a member of the board, or at least serves as their chief administrator, adviser, and confidant. The local board must rely on the superintendent's judgment.

According to Gatti and Gatti, various special interest groups seem to know exactly what needs to be done, who needs to do it, and what materials and methods should be used.¹ Because decisions are difficult to make without conflict, it is necessary for the board to set forth certain policies describing the superintendent's rights and responsibilities. The superintendent is the voice of the local board to the teachers--and the voice of the teachers to the local board. While the role of the superintendent is not always clear, Gatti and Gatti felt the following should be clearly established as within the role of the superintendent:

1. He is in charge of the day-to-day operation of the schools.
2. He is in charge of evaluating whether or not the educational objectives of the board are being carried out.

3. The superintendent must make certain that teachers are evaluated pursuant to the law or to local school board policies.
4. The superintendent is in charge of investigating whether or not a teacher is competent, or if a teacher should be dismissed. This, of course, should be done with the assistance of the administrative staff.
5. The superintendent must advise the board as to which applicants should be hired to fill vacant teaching positions.
6. It is the superintendent's duty to attend all board meetings and to advise and give his opinions on all issues except his own salary.²

Oklahoma school law is brief and to the point, and is as stated in

Section 54 of the Oklahoma School Laws:

The governing board of each school district in Oklahoma is hereby designated and shall hereafter be known as the board of education of such district. The superintendent of schools appointed and employed by such board shall be the executive officer of said board and shall perform such duties as said board directs.³

According to Campbell, in addition to being the chief executive officer of the board of education, the superintendent has a second role as chief advisor to the board.⁴ In this role, the superintendent helps the board form basic policies for school district operation. In doing so, he brings professional knowledge to the board of education. This gives rise to better decision-making and broadens their understanding of policy function.

In one article, Lieberman described the superintendency in relationship to power, and discussed that power, while associated with the superintendency, is not always easy to exercise.⁵ He used the example of the superintendent's power to hire, transfer, and promote. In addition, he carefully alluded to the fact that certain teachers were able to rattle enough skeletons to prevent a superintendent from using such authority.

According to Fotos, the position of superintendent of schools is a delicate one indeed.⁶ He is the recognized educational leader in a system. As the leader, he must, among a host of other duties, motivate teachers to provide multiple ways of developing good learning habits in children so the students are ready to take their places in society as well-rounded, well-educated, and responsible adult citizens. Nevertheless, the superintendent is the board's creature in that he must account to it, not only for the education of the children, but also for the costs which occur to the taxpayer. Often, if he is perceived as emphasizing one obligation to the neglect of the other, he renders himself ineffective on both counts. Thus, in negotiations between the board of education and teachers involving substantial amounts of money (as do wages, salaries, and benefits), the superintendent must be extremely careful not to be seen as detrimental to the interests of either party.

Shills and Whittier endorse the concept of the superintendent responding to the demands of his office much like a corporate president.⁷ They feel that in order to work with all parties, including the community, the superintendent must retain an image of strength and leadership in order to do justice to his charge from the state. They feel the superintendent must have the backing of his board members and the respect of his stockholders (the public) and employees.

Allen had the following to say about the superintendent's role:

One of the greatest difficulties confronting the superintendent of schools in the process of professional negotiations is that role of definition. The superintendent is not in a position to define his role clearly. Until such time as the teachers organization decides whether it is similar to a group of factory workers, a government, an army, or a professional athletic team, the superintendent

will continue to speculate as to what his role should be. However, the superintendent, in this case, may be sure of one thing, and that is that from a philosophical point of view he must be a pragmatist.⁸

Scott noted a role of confusion for the superintendent. He had this to say:

Collective negotiations have brought confusion and uncertainty to the proper role of the superintendent of schools. As the executive officer of the board of education, is he negotiator for the board? Or, being the professional leader of the teachers, is the superintendent their spokesman? Or is he to serve somewhat as a mediator, standing between the two parties? Or should he assume a completely independent stance?⁹

Blankenship believed the superintendent, as executive officer of the board, should be expected to represent the board in all matters of concern to the employee organizations or to an individual member.¹⁰ The superintendent and his personnel assistants from the administrative staff should handle the negotiations with organizational representatives. In addition, he felt that the superintendent, and at least one assistant, need training and experience in negotiation procedures and techniques. He further believed it wise for the superintendent to advise the board to send one or more capable younger administrators to university training sessions. He felt that these individuals would be ready if called to provide updated skills needed in negotiations.

According to Clabaugh, the growing trend toward negotiations, arbitration, sanctions, and strikes necessitated a new stance by superintendents. He felt the superintendent can perform a profound and significant position. He need not represent either staff or the board of education, but himself. His statement follows:

There is a profound and significant position for the superintendent if he can represent in the negotiation process, neither staff nor the board--but himself as the educational leader of the whole system. This does not imply that he is more pure than the others. It does give meaning to his position. He must represent the third member of the triumvirate--called the students, or the school system, or public education. The superintendent's stance may vary with the type of organization representing the staff, with the sophistication of the bargaining procedures, and with the militancy of board or staff, but he must guard against being relegated to an insignificant role in the confrontation between board and staff. To do this, he must avoid assuming the role of intermediary as his primary function. What then shall he do?

First, he must establish a pattern of communication with the staff. He should avoid, in advance of board action, trying to predict for the employees what the board will or will not do. Neither should he desire nor agree to present an employee group's proposals to the board, for he can never prove that he did it well. So until the board has reached some decision (tentative or otherwise), which presumably it will, it is his duty to communicate to the employees, he speaks neither for the staff, nor the board, but for himself.

Second, he and his administrative staff should, to the degree possible, serve as resource persons to each group of employees who attempt to formulate proposals. The avoidance of frustration and the elimination of error resulting from even a modest effort on the part of those who understand and have access to data not readily available to all can be considerable. But the superintendent should perform his role of resource person (and adviser) to the staff, only before their proposals are put in final form, and he should attempt to give the staff an opinion on their reasonableness or chance of acceptance, after they have been prepared.

Third, after the board has received the proposals of the staff, the superintendent becomes the adviser to the board. There is, of course, something he may have done in the meantime by way of helping the board understand the financial position of the district, the personnel problems of the school system, the trends in staffing, salaries, fringe benefits, and the like, and current practices in board/staff relationships. But he does well not to try to predict for the board what the staff is going to propose or how these proposals can be modified or directed during the course of their preparation.¹¹

Ashby and others, writing during 1972, felt it impossible to answer the questions concerning the proper role of the superintendent in negotiations.¹² Each board is unique, has its own set of circumstances, and has a different superintendent. They did not believe patterns for superintendents' behavior had been developed and, furthermore, the lack of agreement among superintendents and experts in the field of administration led them to believe the situation would continue much as it was.

Ashby and others did feel that negotiations, being only one aspect of the total task of the superintendent, could be separated from the overall role. They had this to say:

Negotiations, per se, cannot be divorced from the total performance of the superintendent. The role of the superintendent cannot be considered separate and apart from such roles as:

1. The chief executive of the board.
2. Responsible educational leader.
3. 'Climate Control Engineer'--involving the staff in basic educational decision-making.
4. Responsible fiscal agent.¹³

Ashby indicated further that the role of the superintendent in formal negotiations is strongly affected by the manner in which he carries out these roles. The potency of the superintendent, as a constructive agent, is maximized in the following ways:

1. If the superintendent has the full confidence of the board as its chief executive in all, or most, other matters, then his negotiating role will be more effective than if confidence is lacking in any significant degree.
2. If the superintendent has, in the eyes of the board, staff and community, expressed himself as a high-level, responsible educational leader, then his posture at

negotiating time can be one of strength. What he says or does will carry weight with all factions.

3. If the superintendent has organized the decision-making roles of the entire staff effectively to the end that employees generally feel a distinct and genuine part of decision-making, then the negotiations road will be considerably smoother than would otherwise be the case. In this event, decision-making in connection with most problems, will be on a broad participatory base.
4. If the superintendent has established himself as a responsible fiscal agent in terms of what is best for the educational program, then his influence will be greater than otherwise. To have established himself in this manner, the superintendent will, at times, have had to disagree with the board and staff. But unless he has done this as the occasion demanded, there can be little reason for either board or staff to have great faith in his role in the negotiations process at a critical juncture.¹⁴

Metzler, a professor of industrial relations, had a somewhat different point of view than most writers.¹⁵ He stated that the role of the superintendent was an intermixture of two things--the world as it should be and the world as it is. He criticized those who dealt only in the theory of one big family of great specialists. Families can have common goals at the ends of ideals and theories, and still suffer tremendous differences of opinion, interests, and beliefs.

Metzler summed up his position in the following statement:

The superintendent is deeply involved in the managerial functions of the school. The role of management, whether in education or elsewhere, is to make sure that the goals of the organization are met. The educational manager both devises a set of guidelines to aid him, and performs specific tasks to accomplish these goals. The shifting process of decision-making as a result of teacher militancy will have the inevitable effect of forcing the board and administrators closer together. It doesn't seem possible that the mantle of management can be assumed and removed by the school administrators as circumstances make desirable. If the teachers select a representative, the administrator can never again, in that position, hold a dual leadership role in areas preempted by the teacher-selected representative. Nor does it seem

probable that the administrators can perform the managerial function required of them while continuing to be themselves represented by the organization which militantly leads the teachers. I do not believe the desires of the administrator, or of the teacher, or of the teacher organization, can control the forces that have been released by the process of co-equal status in decision-making, nor can an exercise in semantics disguise the results.¹⁶

Volp feels that role expectations for the public school superintendent have outstripped the capacity to fill them.¹⁷ He gives strong support to the theory that collective bargaining is responsible for the high turnover rate of superintendents. Superintendents are more and more frequently caught between the communities' demands and the demands of the teachers' unions. Superintendents do not have access to adequate training programs in dealing with teachers' unions.

In addition, Volp had this to say:

One arena where superintendents may be hard-pressed to demonstrate authoritative answers is in collective bargaining with local teachers' associations. Collective bargaining in the public schools has provided full time employment for attorneys versed in across-the-table bargaining and for educators who specialize exclusively in such matters. If the superintendent does not qualify as a 'specialist,' then there exists little reason to take a formal role in negotiations. School boards have educated themselves to a large extent, and they may feel equipped to conduct negotiations. Yet, boards increasingly contract with outside negotiators to orchestrate and govern the bargaining with teacher union representatives. Superintendents are not ignorant of this development and they should posture themselves accordingly, dependent upon their confidence in their negotiating skills.¹⁸

A strong advocate of the superintendent taking the lead role in collective bargaining is Perry. He has this to say regarding the superintendent's role:

Ideally, the superintendent is the logical choice for chief negotiator. While he may lack expertise at the bargaining table, he is usually better equipped, more informed and objective than our school board members. The average school director has obligations to his own career and the shackles

of a political image to wear. Early involvement of the board in negotiations may weaken its final position by using up options and reserves. Finally, a negotiating board may run into problems after a contract has been achieved when it functions as a court of appeals in the grievance procedure.

The superintendent who elects non-involvement risks a power loss. Suspecting he is weak, teacher and other staff members may develop a habit of bypassing him and going directly to the board. The superintendent may find himself in the unenviable position of administering policy he did not help to formulate; which is rather like taxation without representation. Moreover, the superintendent of schools has responsibility to the community, to his colleagues, and to himself to speak out for what he thinks is right.¹⁹

Lieberman points out pitfalls for the superintendent who takes an active management-centered role in collective bargaining. Lieberman suggests that politics is what separates public sector bargaining from private sector bargaining. Teacher groups capitalize on this by playing an active part in school board elections. Most board members, naturally, want teacher support. Failing that, they at least want to avoid teacher opposition. Lieberman points out that often, as bargaining begins, teachers may start screaming for the superintendent's head. Intimidation works, and teacher unions know it. Lieberman goes on to say:

But your school board is begging for trouble if it encourages teachers to think they can control the destiny of the superintendent. That is the board's responsibility, and teachers had better be so advised--the sooner the better. If teachers do get control of the superintendent evaluation process or win veto power over it, it won't be long before management worries more about how it stands with teachers than about the good of the school system.

He goes on to say:

. . . all of this is not to say that teacher views are irrelevant and that school administrators are always right, what I am suggesting is that school board members should

rally around administrators more frequently than they do-- particularly during bargaining sessions when management is under fire.²⁰

Stone, in an article dealing with "team" approach frequently used by management, had this to say:

Collective bargaining is a win/lose proposition. In order to minimize losing and maximize prospects of winning, make every effort to draw upon all sources of input available. The teamwork demanded extends beyond the negotiating members in the process to the entire board administrator network within the district. The success or failure of any negotiated agreement will be equated with the effectiveness of the reciprocal support expressed between the board and its front-line administrators.

As a guide to school boards and administrators, Stone offered the following step-by-step suggestions:

1. Accept the belief that the board must rely upon the input of the superintendent, finance officer, and district administrative staff in order to 'survive' negotiations.
2. Establish board parameters which are clearly defined and adequate to direct the negotiating team.
3. Carefully select a team of negotiators who can interpret the demands of the board and the long and short range objectives of the district.
4. Insure periodic meetings between the superintendent and the board, and between the board and the negotiating team.
5. Safeguard at all costs disunity among board members during negotiations, which would change established parameters.
6. During negotiations allow administrators to express concerns they may have with individual articles.
7. Take time to read. Read carefully the provisions of each article, interpreting language into administrative implications and financial costs.
8. Upon completion of negotiations, meet with administrators to discuss implications of contractual provisions which may require procedural changes in administration or alteration of district policies.

9. During the term of agreement pay specific attention to conditions of grievances, awards of arbitrators in surrounding districts whose contracts contain language similar to your own, and recent legislation or court decisions which may ultimately affect your district's contractual status.
10. As trite as it may seem, adhere to the adage: 'United we stand, divided we fall.' At all costs, maintain solidarity between the board and administration.²¹

Troxell points out that we have benefited very little from the historical development of relations in the private sector. We seem determined to learn the hard way. Troxell is a strong supporter of a team approach to collective bargaining. However, his team does not actively use the superintendent. He described it as follows:

As with other facets of the operation of our school district, the board holds the superintendent responsible for the conduct of all negotiations. This does not mean that the superintendent should be directly involved in the negotiating process. Rather, he recommended that the superintendent not be a member of the team for the same reason that it is recommended that board members not be a part of the negotiating team. However, it should be clearly stated and understood that the board of education and the school administrators must control the process in the public interest. Even though the superintendent should not be the chief negotiator, he is the key person in negotiations. He alone is in the position to weigh and evaluate everything that is on the bargaining table.²²

In another look at the concept of using a management team for negotiation purposes, Kohler and Hill underline the importance of a single individual being the voice of the negotiating team. They recommended a top administrator or a professional negotiator. The following guidelines clearly point out the importance of the chief negotiator:

1. Select team members who understand the working conditions of the entire school district, have empathy with other persons, have skill and experience in school negotiations, and have the ability to examine every detail and concern in the development of an agreement.

2. The members of the district negotiating team must:
 - a. Maintain a positive school negotiation attitude; be good listeners and persuaders and exercise good judgment.
 - b. Remember that school negotiation is a two-way path, and each one can offer to 'trade' items to get what it wants.
 - c. Remember that even though you are negotiating in good faith, you can reject any and all union demands.
 - d. Understand that the personnel bargaining group is a political organization and, on occasion, must 'save face.'
 - e. Be sure not to relinquish important rights of the school district.
 - f. Be sure to negotiate from the current year's situation and the school district's own demands and proposals.
 - g. Never relinquish control of your objectives in any negotiation session.
 - h. Never neglect to seriously consider what any point of agreement will mean to your school district and its community.
 - i. Never assume that what is clear and logical to see as a top school administrator is perfectly logical as a union leader and member, and vice versa.
 - j. Remember that the most desirable end result of school negotiation sessions is a mutually satisfactory written agreement which both sides can live with for the period of the agreement.²³

The National Education Association

The superintendent of schools was not mentioned in the resolution adopted by the NEA Representative Assembly during 1962 and 1963. It was not until 1964 that he was mentioned by name. The NEA did feel that, by implication of certain expressions used in the 1962 resolution, the superintendent was to actively participate in the

collective bargaining process. The 1962 and 1963 resolutions contained the following paragraph:

The National Education Association insists on the right of professional associations, through democratically selected representatives using professional channels, to participate with boards of education in the determination of policies of common concern, including salary and other conditions of professional service cognizant of the fact that many factions in the profession were concerned with this issue.²⁴

The Representative Assembly amended the resolution, during 1964, to include specific reference to the superintendent's role. While not removing the previous language of the 1962-63 resolution, the following was added:

Recognizing the legal authority of the board of education, the administrative function of the superintendent, and the professional competence of teachers, matters of mutual concern should be viewed as a joint responsibility. The cooperative development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and school board.²⁵

The 1965 revision made little mention of recommended roles and responsibilities of various parties to professional negotiation, the subject having been dealt with rather extensively in the original 1963 publication. The 1963 handbook emphasized strongly the concept of the superintendent's dual role as executive officer of the board of education and member of the school staff. The following positions are taken from the 1963 publication:

The superintendent's role in professional negotiation is a dual one. He is the executive officer of the board, responsible for administering adopted policy; at the same time, he has a responsibility as a member and leader of the professional staff.

In the negotiating process, the superintendent's role is a central one. Since he is probably in possession of more facts about school revenue and needs than anyone else, it is imperative that he be deeply and actively involved. In

the initial data-gathering stages, the board may delegate to the superintendent the responsibility of working with the association committee, but, in the middle and latter stages of negotiation, the association committee should work out a solution with the board and superintendent with ample opportunity for give and take aimed at reaching a cooperative determination.

The superintendent has the responsibility, in the negotiating process, to provide information to both teachers and the board, to help clarify issues, and otherwise stimulate both groups to put forth their best efforts to achieve agreements which are in the best interests of the total school program. These are complex responsibilities, requiring great skill and educational statesmanship. The effective superintendent will strive to fulfill them in the best manner possible.²⁶

Teachers' associations, at state and national levels, formerly tended to expect the superintendent to offer his professional recommendations to both teacher groups and the board of education. Forces now seem to be at work which are changing this image. Forces seem to be at work which are pushing all administrators in the direction of representing the board of education. Superintendents, likewise, are being at once pushed by the teacher organizations and pulled by board associations into the board's sphere of total influence.²⁷

Dunlap, the current director of NEA Affiliate Services and a recognized NEA expert on collective bargaining, made the following remarks:

The superintendent represents management in the bargaining process and is considered management. We do not operate under the belief that the superintendent can represent teacher interests. Any other interpretation leads to frustration from role confusions.

Employee interests cannot be diluted by the administration. There needs to be a clear undiluted articulation of the teacher interests by teachers.²⁸

Dunlap further explained that the original position taken during the early 1960's by the NEA in regard to the role of the superintendent

was still intact.²⁹ He did not, however, believe that this was the view of teacher locals, during 1980, actively engaged in negotiations processes which result in item-by-item written and ratified statements.

The American Association of School
Administrators

The first of two resolutions adopted by the American Association of School Administrators (AASA), at its 1965 convention, gave evidence of increasing concern with the superintendent's role in professional negotiations. That statement is as follows:

We believe that teachers, school boards and administrators are all committed to the advancement of public education and that the goals and interests of these groups are highly interrelated. We believe strongly that the development of school policies and programs and the solution of school problems can be best accomplished by these groups working in harmony and respect for the roles of each. We believe the effective policy development involves contributions by each group.³⁰

The accompanying second resolution read:

We believe that shared responsibility for policy development is a professional concept, requiring a unique professional approach. We maintain that the superintendent of schools has a unique responsibility to provide leadership in these matters.³¹

In the AASA resolution on the superintendent's role, the following guidelines are provided:

The superintendent of schools is the chief executive officer of the board of education. He is the professional leader of the board, the leader of the staff, and the focal point of educational responsibility within the district. The superintendent occupies a unique position. He assists the board of education, the staff, singly and in groups, and the citizens of the community as they work through educational problems. He is the chief professional adviser to the board in policy development. He is responsible for developing appropriate educational opportunities to meet the needs of all children. He is a professional educator and a professional

school administrator. That which strengthens his effectiveness in any of these roles automatically strengthens the schools.

We strongly urge that boards of education and professional groups insist upon the recognition of the role and responsibility of the superintendent and his authority in matters affecting the interest and welfare of school personnel.³²

An earlier 1963 document, published by the AASA contained several statements that had a direct bearing on the matter of professional negotiations. The following excerpt appears to support the multi-role or dual role concept, as well as seeming to place the superintendent of schools squarely in the middle with respect to boards of education and their professional staff. The superintendent would appear to owe primary allegiance to neither side, but operates in a manner calculated to bring both groups together.

The superintendent of schools occupies a complex and demanding position. He is often torn between diverse alternatives, obligations and responsibilities. Yet, it seems clear that the professional superintendent has one allegiance that transcends all other commitments. Although he is a devoted member of his professional group and deeply concerned with the success of his associates, his allegiance to the learner supersedes all other loyalties. This commitment need not, and should not, place him in conflict with his colleagues. Its very nature makes him seek assiduously and vigorously to maintain environmental circumstances which his associates desire, need, and must have, to work to best advantage. One of the major concerns of the superintendent, always has been, and always should be, is to help provide those conditions which enable teachers and all other staff members to achieve their professional goals.

Neither does this freedom of operation by the superintendent suggest disloyalty to the school board. It is his professional judgment, wisdom and leadership that makes him valuable to the board. School trustees should never seek out nor achieve subservience from the school administrator. In fact, when controversy rages most violently, his role is one of independent, judicious statesmanship governed largely by his depth of professional insights and his primary commitment to improved educational service to pupils and to basic human values.³³

The latest and current stance of the AASA first appeared in 1968.

It speaks of the superintendent's role as follows:

Perhaps the best that can be said is that the superintendent should be responsible for ascertaining that negotiation is conducted as an administrative function. His own role may be any of the following:

1. Chief negotiator representing the board.
2. Member of the administrative negotiating team, but not as chief spokesman.
3. Consultant to board and administrative team.
4. Consultant to an 'outside' negotiator designated to conduct negotiations for the board.

When negotiation is conducted between teacher representatives and board members, the superintendent may function as a consultant for both groups. However, this role is more common in 'around-the-table' administrative consultation than in 'across-the-table' negotiation.³⁴

The American Federation of Teachers

The traditional view of the NEA has been to view the role of the superintendent as supplying information and data impartially to both the NEA and the board of education as discussions are launched that lead to a contract. The American Federation of Teachers (AFT), conversely, has had no new feelings or changing of attitudes regarding the role of the superintendent in the collective bargaining process. The AFT looks to the superintendent of schools as the chief administrative officer of the school system and wishes to bargain with him as the representative of the board. Some authors believe that this is the best system in that it preserves for the superintendent his dignity and authority and prevents the board from actually involving itself in the detailed operations of running a school system.³⁵

Shills and Whittier assume the following position with regard to NEA and AFT differences:

The board is paying the superintendent to be its chief executive officer; he ought to take a position on contract demands, be empowered to negotiate on behalf of the board, and finally, submit the contract draft to the board for its ratification.

. . . the chief executive is given general guidelines by a bargaining committee of the board of directors; but if it becomes necessary to reach agreement and to make compromises, it is no disgrace for the chief executive to return to his board and ask for further advice and guidance.

. . . the AFT position seems more realistic in acknowledging the superintendent as the chief executive of the system.³⁶

Lieberman began to underscore a shift away from the traditional NEA position when he wrote:

The superintendent is rapidly abandoning the neutral status that many tried during the 1960's. In approximately 75 percent of all districts where negotiations take place, the superintendent is either a member of the board's negotiating team, or serves exclusively as adviser. During 1966 more than 40 percent served as adviser to both board and teacher negotiators. By 1971-72, only 14 percent served in a dual capacity.³⁷

The National School Boards Association

The National School Boards Association (NSBA) has been, traditionally, opposed to sanctions, boycotts, strikes, or mandated mediation against school districts and first passed a resolution against such actions during 1962.³⁸ This 1962 NSBA resolution was stated in this manner:

. . . NSBA urges each local board to review its policies, procedures and activities and to give careful consideration to incorporating the following items, if they are not included:

1. Procedures which will actively involve school boards, administrative staff and teachers in discussing total

budget needs, with particular emphasis on the determination of salaries and the handling of grievances.

2. Written policies concerning the above procedures that are widely disseminated, and presented in such a way that they are clearly understood by all parties concerned--the teachers, administrative staff, the board of education, and the general public.
3. Policies whereby the superintendent, as administrative officer of the board, can function as a channel and interpreter of teacher concerns to the board and board responsibility and concerns to the teacher. Direct hearings with the board should be arranged through the superintendent. . . .³⁹

As it may seem, the NSBA policy on the superintendent's role is not entirely out of context with the official position of the NEA and AASA. According to Stinnett, Kleinmann, and Ware, this role of interpreter might not be all that is desired by the NEA and its affiliates, but it does place the superintendent in a position of working with and between both parties.⁴⁰ As long as the superintendent is free to exercise independent judgment with respect to school matters, serving as adviser to both groups, and so long as free access is maintained between representatives of the staff organization and the school board, then such a procedure can be made to work successfully. Stinnett et al. further say that this often amounts to nothing more than an occasional conference between teacher representatives and the superintendent of schools.

Bailey and Booth reflect the ambiguity of this position by the following:

Team members must be able to work toward the common goal of a good contract for the board. The other team members may be selected from the central office administrators (not the superintendent) unless he is the only central office administrator, principals, supervisors and board members. Board members should only be chosen in districts where, because

of size or lack of expertise, there are not enough qualified administrators or supervisors to compose a team, or where the board member feedback to the total board is necessary. . . .⁴¹

During 1967, at the annual meeting of the NSBA, one presenter felt the superintendent should certainly avoid being the spokesman for the board's negotiating team and, in most instances, should not be a member of the team. This recommendation is controversial among teachers, administrators, superintendents, and board members. However, experience has shown that the school district superintendent can be more effective by delegating negotiations to someone else. This position is taken for several reasons:

1. The superintendent does not have the time to be directly involved in negotiations.
2. The superintendent's status can be damaged by bargaining directly with teachers.
3. By being directly involved in bargaining, the superintendent can alienate the instructional staff, thus undermining his or her leadership role.⁴²

Research Studies

During 1966, Moscow found that once negotiating relationships became formalized, the board delegated the responsibility to negotiate to the superintendent.⁴³ He also stated that there appears to be some validity to the opinion that boards did not possess the time to negotiate effectively and once exposed soon delegated the task. Moscow found a positive correlation between size of district and the role of the superintendent. Smaller districts tended to use the superintendent more frequently as a representative of the board.

Scott, who studied 98 superintendents in 469 schools conducting negotiations between teachers and boards of education in the states of

Illinois, Indiana, Iowa, Ohio, Michigan, Minnesota, and Wisconsin, revealed that 87 percent felt their role had changed as a result of negotiations; but little agreement was found in this 1966 study concerning what their role should be. They had different perceptions of their functions in relationship to boards and teachers. Some 69 superintendents responded as follows:

1. Seventeen believed they were less closely involved with teachers as a result of negotiations.
2. Twenty-four indicated they needed to serve as mediators between the board and the teachers.
3. Thirty-four served as negotiator for the board.
4. Five tried to remain independent of the negotiating process.
5. Five tried to represent the public's point of view.
6. Eleven did not believe they could identify their role, or preferred role.⁴⁴

Urich, in his 1968 study, investigated the amount of agreement existing among superintendents, school board members, and teachers from rural, urban, and central Iowa school districts concerning the role of the superintendent in the collective bargaining process.⁴⁵ Twenty districts participated in the study. Twenty superintendents, 20 board members, and 40 teachers participated in the study. Two groups were identified: those from the rural (less than 2,500 inhabitants) and urban (between 2,500 and 50,000 inhabitants) formed Group A, and those with 50,000 or more inhabitants were classified as central and formed Group B. Urich, essentially, found that there was no significant difference between school board members, teachers, and superintendents concerning the superintendent's bargaining role when compared on the basis of a within-group or a between-group measurement.

Group A viewed the superintendent as an interpreter of teacher concerns to the board and of board concerns to the teachers. Group B, likewise, viewed the superintendent's role as similar to those views held in Group A.

Dean, in a 1969 Colorado study of six Colorado school districts, brought forth the following conclusions:

1. As districts grow in size and complexity, the superintendent will delegate negotiating responsibilities to a member of the staff.
2. As negotiations become more sophisticated, the role of superintendent as the agent of the board will become more properly defined.
3. As negotiations become more complicated and time consuming, the board will be involved only through the superintendent.
4. As teacher organizations become more sophisticated in negotiations, the tendency to exclude superintendents from teacher organizations will increase.
5. As negotiations separate administrators and teachers into a management-labor arrangement, then this management-labor pattern will carry over into the decision-making involved in the daily operation of the schools.⁴⁶

According to a 1970 study by Caldwell, there were wide variations in the negotiations role of the superintendent as assigned by the board of education. The results of this study, of some 272 school districts in 26 different states, revealed the following roles for the superintendent:

1. Only one reported zero participation in negotiations.
2. None reported they advised only teachers.
3. One hundred and nine reported advising and assisting both teachers and the board of education with equal intensity.

4. Forty-eight indicated they advised only the board.
5. Ninety-three indicated they negotiated for the board with either limited or full authority.⁴⁷

During 1970, McDonald studied 14 Texas school districts which had negotiations agreements with their teachers.⁴⁸ These 14 districts were participants in a detailed study using representatives of the teachers' associations, the school boards, and the superintendents in a study pertaining to the role of the superintendent in negotiations. As hypothesized, perceptions of the preferred role for the superintendent of schools varied among the three groups. Eleven of the 14 superintendents, or 79 percent, identified their role as being that of chief executive officer of the board. Seventy-one percent of the board members concurred with the 11 superintendents' perceptions. However, 93 percent of the teacher respondents selected the dual role. A major recommendation in the study was that the superintendent and his administrative staff should represent the board at the negotiations table. No other person was viewed as being capable of seeing the whole of the local education scene as did the superintendent. The expertise of the superintendent was viewed as an essential ingredient at the bargaining table.

A 1973 study by Everhart consisted of a descriptive survey of 116 public schools in the state of New Jersey.⁴⁹ The purpose of the study was to examine and compare the opinions and perceptions of the respondents with respect to the role of the superintendent in collective negotiations from 1968 to 1972. The school board negotiations respondents expressed a distinct preference for the superintendent to be adviser to only the board. Superintendent respondents conveyed a

preference for the dual role of adviser to both the teachers and the school board. Teacher negotiator respondents also expressed a clear preference for the dual role for the superintendent. They believed the superintendent, in his position, could best maintain the confidence and respect of the board, as well as enjoy a similar position with the teachers.

During 1973, Rebore examined the feelings of 100 Missouri school district superintendents and board presidents concerning the topic of the superintendent's role in professional negotiations. This study produced, in part, the following conclusions:

1. There is no difference in the overall perceptions of superintendents and school board presidents concerning the role of the superintendent.
2. Superintendents and school board presidents both stated that the superintendent should not be actively involved in grievance procedures; impasse procedures; bargaining unit determination; the scope of negotiations; the negotiating process; the role of the negotiator; the role of resource person to the teachers, and contract construction.
3. Board presidents believed that the superintendent should not be actively involved in the instruction of the community and professional staff concerning professional negotiations.
4. Superintendents and presidents of school boards both agreed that the superintendent should be responsible for instructing the school board concerning professional negotiations and should act in the capacity of a resource person to the board.
5. Superintendents further agreed that the superintendent should be responsible for instructing the community and professional staff with respect to professional negotiations.⁵⁰

Dunaway studied all 126 public school superintendents in the state of Alabama. Approximately 97 percent of the superintendents responded to his 1974 survey concerning the perceived role of Alabama school

superintendents in the collective bargaining process. The findings revealed:

1. Superintendents overwhelmingly rejected the dual role concept of serving both negotiating parties on a non-partisan basis and assuming an uninvolved neutral posture in favor of aligning themselves with the board in the negotiating process.
2. The most frequently perceived role by the superintendents was that of being a member of the board's negotiating team, while only a small percentage perceived themselves as being neutral and uninvolved in the negotiating process. This was an indication of the superintendent's expectancy to be involved in the process.
3. Superintendents were of the opinion that collective negotiations would seriously affect their latitude to effectively manage their respective school systems.
4. In regard to the superintendent's desire to be chief spokesman for the board, the feeling varied according to size of school district, advanced training and superintendent's mobility. The addition of larger amounts, in appropriate respect, to these three criteria, the more likely was the superintendent to feel the need to be chief spokesman for the board.⁵¹

A 1976 study was completed in Michigan where teacher organizations had bargained since 1965. A questionnaire was sent to an unstratified random sample of 20 percent of the 504 K-12 public school districts affiliated with the National Education Association. The purpose of the study was to determine the expectations of school board members, teachers, and superintendents with respect to the superintendent's role in the collective negotiations process. Windoes, in this study, concluded that of the three groups of respondents, two (the superintendents and board members) favored the role of the superintendent to be that of advisor, only, to the board.⁵² Teacher representatives failed to agree among themselves as to the preferred role of the superintendent.

A 1977 Virginia study, conducted by Hanna, produced data concerning the superintendent's role in collective bargaining from 93 percent

of all 139 Virginia school districts.⁵³ Respondents were superintendents and school board presidents. The results of the study underlined support of the superintendent's role in obtaining board objectives in the negotiating process. However, respondents, particularly superintendents, were undecided as to how much direct involvement the superintendent should have in the negotiations process.

During 1977, Newby examined the results of a survey of board of education members' and school administrators' attitudes toward collective bargaining. More than 1,600 board members and administrators were questioned, at the 1976 National School Boards Association convention, on all aspects of collective bargaining, including the role of the superintendent of schools in the collective bargaining process. As a result of the survey, it was demonstrated that collective bargaining was the primary management concern among school district administrators and board members. It was also shown that great diversity existed in the way collective bargaining was conducted in various parts of the country. Some of Newby's findings were as follows:

1. Seventy-eight percent of the respondents from districts that bargained said at least one board member served on the negotiation team.
2. Fifty-four percent reported on or more central office administrators, other than the superintendent, were members of the negotiating team.
3. Fifty-two percent said that the superintendent was a member of the team.⁵⁴

Newby also determined what the board members and administrators believed should be the role of the superintendent in the collective bargaining process. The following were major findings:

1. Seventeen percent indicated the superintendent should not be involved in the process.

2. Thirteen percent believed the superintendent should be a neutral resource person to both sides, supporting neither.
3. Forty-three percent believed the superintendent should support and advise the board, but not sit at the table.
4. Twenty-two percent felt that the superintendent should sit at the table as a member of the board's team.
5. Four percent believed the superintendent should be the board's chief negotiator.⁵⁵

Summary of Literature and Research

One of the more complex problems facing the superintendent of schools today is the identification of his proper role in the area of teacher negotiations. There is an unanswered question concerning whether or not he can serve effectively as the executive officer of the board of education and still provide professional leadership, as well as administrative direction, to the staff. It is also undetermined if it is proper for the superintendent to serve only as a fact-finder for both the board and the staff, and to refuse to act as a negotiator for any party. No definite answer has been found concerning the desirability of encouraging teacher organization leaders to negotiate directly with the school board and to bypass the superintendent.

The National Education Association views the superintendent's role in collective negotiations as that of functioning in a dual capacity. He is, at one time, the executive officer of the school board, being responsible for administering adopted policies. At other times, the superintendent is the leader of the professional staff, having responsibilities to the teachers and their professional organization. In the negotiations process, the superintendent has the responsibility

to both teachers and school board members to help clarify issues, convey information to both sides, and assist both parties to achieve agreements which are in the best interests to the total school program.

The AASA views the superintendent's role as one of an independent third party in the negotiating process. According to the AASA, the superintendent in the negotiating process should exercise free and independent judgments, reviewing each proposal in light of its effect upon the total school program. He should provide resource materials and information to both sides in an attempt to reach agreements based upon what is best for the educational program.

The NSBA visualizes the superintendent's role as one of an administrative officer of the school board who interprets and channels teacher concerns to the board of education, and those responsibilities and concerns of the board of education to the teacher. If this proves inadequate, direct hearings with the school board can be arranged through the superintendent. Although the NSBA rejects the principle of teachers negotiating directly with the school board, it did reaffirm its long-standing position regarding the right of teachers to discuss with the school board details of salary, working conditions, and other matters pertinent to the welfare of the teachers.

The view of the AFT, concerning the role of the superintendent in the board/staff relationship, differs markedly from that of the AASA or the NEA. The AFT stipulates that it is unrealistic to view the superintendent as an impartial agent representing both the school board and the professional staff. The school board is considered to be management and the teachers employees, while the superintendent is placed as the executive officer of the school board. Therefore, reasons the

AFT, the superintendent is committed to represent the school board during all phases of school board/staff relationships.

The writer analyzed findings from 10 research studies that involved the role of the superintendent in the collective bargaining process. Three studies the writer examined had responses from superintendents only. Three studies had responses from both superintendents and school board members. Four studies had responses from superintendents, school board members, and teachers.

The writer found mixed results from those studies involving only superintendents. More than one-third of the superintendents in two studies preferred a dual role for themselves. In only one study did the superintendents demonstrate the clear choice of alignment with the board of education.

In studies involving both superintendents and board members the writer found mixed results. It was reported in two of the studies that superintendents and board members felt the superintendent should be aligned with the school board. The writer found in one study evidence of majority support for the dual or neutral role for the superintendent.

In research studies that involved superintendents, board members, and teachers the writer discovered inconsistent feelings from respondents regarding the preferred role of the superintendent. The writer found superintendents and board presidents from two of the four studies indicated preference for the superintendent to align with the school board. Teachers from those two studies felt superintendents should play a dual role. In one study that contained responses from superintendents, board members, and teachers, all groups felt the

superintendent should be neutral. In one study containing responses from the three subject groups, teachers and superintendents preferred a dual role for the superintendent. Board members from this study indicated a preference for the superintendent to align with the board.

The writer found little consistency in the research concerning the preferred role of the superintendent during the collective bargaining process. This inconsistency occurred in replies from all three subject responses, from various sections of the nation, and without respect to the date of the study.

ENDNOTES

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CHAPTER III

DESIGN OF THE STUDY

The purpose of this study was to determine the actual and preferred role of the Oklahoma school superintendents when examined by school board presidents, teacher association presidents, and school superintendents of all districts involved in level five or six negotiation processes as described by the Oklahoma Education Association (Appendix A).

The primary research questions were:

1. What was the actual role played by the superintendent during the most recent negotiations process in your school district?
2. How satisfied were you as a board president, teacher association president, or superintendent, with the results of the actual role of the superintendent during your most recent negotiations process?
3. As a board president, teacher association president, or superintendent, what do you feel would be the ideal or preferred role of the superintendent in the professional negotiations process?

An additional 17 questions were asked of respondents. These questions were related to the current and future status of collective bargaining in Oklahoma. These questions were tabulated and the results reported as secondary findings in Chapter IV.

Selection of the Study Population

The population consisted of all Oklahoma school districts having level five or six professional negotiations processes during 1979 as described by the Oklahoma Education Association and as confirmed by the writer. The study included only public school districts (K-12). Findings may perhaps be generalized to similar Oklahoma school districts. School districts participating in the study represented all of the districts defined in paragraph one of this chapter and findings should be applicable to the same. There was no effort made to compare responses from individuals of the same district, nor were the respondents asked their perceptions of the views (both actual or perceived) of other respondents. No effort was undertaken to measure the effect of other variables such as: wealth of the school district, tenure of the respondent, or age and sex of the respondent. Likewise, it was assumed that the president of the board was the leader of that body and could most clearly represent, in his or her own views, the influences of other board members. Similarly, it was postulated that the president of the local teachers' association had an opinion that is reflective of the influence of teachers. The superintendent, by virtue of the position being singular, could represent his position directly.

General Methods of the Study

A mail questionnaire was designed to elicit information from board presidents, teacher association presidents, and superintendents. The study questionnaire was developed almost exclusively from questions asked by Newby at the 1976 National School Boards Association

Annual Convention.¹ Newby gathered responses from central office administrators and board of education members who attended the 1976 convention. In a personal telephone interview with Newby, the writer learned that the questionnaire was revised several times and field tested at a State School Board Association meeting in Phoenix, Arizona, during February, 1976. It was administered to a group of 50 school board members and administrators. The respondents for the field testing exercise were asked: (1) to complete the instrument; (2) to critically review the draft survey and to make comments about any aspect of it; and (3) to evaluate the instrument in terms of quality, topics not covered, badly phrased questions, and general feelings about the survey. Using feedback from this field testing, Newby made further modifications before a similar field test was again given to participants at a similar meeting held in Chicago during the same year.

The writer field tested the Newby designed instrument using a select group consisting of Oklahoma, Alaska, and Missouri superintendents, school board presidents, and teacher association presidents. Following a positive response from this panel of experts, no further examination of the instrument's objectivity, validity, reliability, or suitability was undertaken. As a result, no changes of substance were made with respect to the questionnaire. After this review, individually addressed first class mail containing an introductory letter (Appendix B), a self-addressed stamped envelope, and the questionnaire (Appendix C) was sent to superintendents, board presidents, and teacher association presidents representing districts involved in level five or level six negotiations. It was believed that

individually self-addressed first class mailing would have the greatest probability of reaching all respondents. All questionnaires were individually coded in a manner that allowed the writer to correctly identify each respondent. This coding allowed the writer to personally telephone each individual who did not return the questionnaire after the first mailing return deadline had passed. Each non-responding individual was mailed a second questionnaire, along with a self-addressed stamped return envelope, if such was requested.

In addition to the above procedure, two additional efforts were undertaken by the researcher: one to ensure accuracy of information, the second to encourage uniform participation by the prospective respondents. Those efforts were:

1. Individuals supporting the study were mentioned in the cover letter. Those individuals included: the writer's Doctoral Committee Chairman, the Stillwater Superintendent, Stillwater School Board President, Stillwater Teacher Association President, and a National Education Association field representative.

2. Each participating school district received a telephone call from the writer to ensure that they were indeed a level five or level six negotiating district as indicated by the 1979 Oklahoma Education Association information report.

Treatment of Data

The population chosen for this study included all Oklahoma school districts having level five or six professional negotiations processes during 1979 as described by the Oklahoma Education Association and as

confirmed by the writer. This study encompasses the entire population, not a sample population, and therefore allowed the writer to use numbers, percentages, and logical comparisons with respect to treatment of the data.

ENDNOTE

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CHAPTER IV

ANALYSIS OF THE PRIMARY DATA

The primary purpose of this study was to examine and compare the perceptions and opinions of Oklahoma board of education presidents, teacher association presidents, and superintendents with respect to the role of the chief school administrator in collective negotiations. This primary objective was accomplished by analyzing the responses of the three subject groups, school board presidents, teacher association presidents, and school superintendents to the following research questions:

1. What was the actual role played by the superintendent during the most recent negotiations process in your school district?
2. How satisfied were you as a board president, teacher association president, or superintendent, with the results of the actual role of the superintendent during your most recent negotiations process?
3. As a board president, teacher association president, or superintendent, what do you feel would be the ideal or preferred role of the superintendent in the professional negotiations process?

Question Number One: The respondents to question number one were concerned with determining the superintendent's actual role in the most recent collective bargaining process. The responses of the school board presidents, teacher association presidents, and school superintendents are presented in Table I.

TABLE I
 NUMBER AND PERCENTAGE OF SCHOOL BOARD PRESIDENTS,
 TEACHER ASSOCIATION PRESIDENTS, AND SCHOOL
 SUPERINTENDENTS INDICATING THE ACTUAL
 ROLE OF THE SUPERINTENDENT

Responses	Bd. Pres.		T.A. Pres.		Supt.		Total	
	N	%	N	%	N	%	N	%
1. Was not involved	3	9	2	5	1	3	6	6
2. Was neutral	2	6	3	8	2	5	7	6
3. Advised teachers	0	0	0	0	0	0	0	0
4. Advised board	18	56	19	49	29	74	66	60
5. Served on board team	5	13	3	8	0	0	7	6
6. Served as spokesman on board team	<u>5</u>	<u>16</u>	<u>12</u>	<u>31</u>	<u>7</u>	<u>18</u>	<u>24</u>	<u>22</u>
Totals	32	29	39	36	39	36	110	100

Note: Percentage is rounded off to whole number.

An examination of Table I revealed differences in the frequency and percentage of responses from the three subject groups. Seventy-four percent of the school superintendents viewed the actual role of the superintendent as being primarily an adviser to the school board. An additional 18 percent of the superintendents felt their actual role was spokesman on the school board's team.

School board presidents, 56 percent, felt the superintendent's actual role was adviser to the school board. Sixteen percent of the school board presidents stated the actual role of the superintendent was spokesman for the school board. An additional 13 percent of the

school board presidents reported the actual role of the superintendent was that of serving on the school board's team.

Teacher association presidents, 49 percent, indicated the actual role of the superintendent was that of primarily an adviser to the school board. Thirty-one percent of the teacher association presidents reported the actual role of the superintendent was that of spokesman on the school board's team. Eight percent of the teacher association presidents reported the superintendent's actual role was that of serving on the school board's team.

Question Number Two: The respondents to question number two were concerned with the satisfaction of school board presidents, teachers association presidents, and superintendents with respect to the superintendents' actual role during the most recent school board-teacher negotiations. The responses of the school board presidents, teacher association presidents, and school superintendents are presented in Table II.

An examination of Table II revealed differences in the frequency and percentage of responses from the three subject groups. One hundred percent of the school board presidents reported satisfaction with the actual role of the superintendent during the most recent collective bargaining process. Ninety-five percent of the responding school superintendents reported satisfaction with their personal role during the most recent collective bargaining process. Teacher association presidents by a 56 percent margin reflected satisfaction with the superintendent's role during the most recent collective bargaining process.

TABLE II

NUMBER AND PERCENTAGE OF SCHOOL BOARD PRESIDENTS,
TEACHER ASSOCIATION PRESIDENTS, AND SCHOOL
SUPERINTENDENTS INDICATING SATISFACTION
WITH THE SUPERINTENDENT'S ACTUAL ROLE

Responses	Bd. Pres.		T.A. Pres.		Supt.		Total	
	N	%	N	%	N	%	N	%
Satisfactory	32	100	21	54	37	95	90	82
Unsatisfactory	<u>0</u>	<u>0</u>	<u>18</u>	<u>46</u>	<u>2</u>	<u>5</u>	<u>20</u>	<u>18</u>
Totals	32	29	39	36	39	36	110	100

Note: Percentage is rounded off to whole number.

Question Number Three: The respondents to question number three addressed what they felt should be the ideal or preferred role of the superintendent during the collective bargaining process. The responses of the school board presidents, teacher association presidents, and school superintendents are presented in Table III.

An examination of Table III revealed differences in the frequency and percentage of responses from the three subject groups. Sixty-two percent of the teacher association presidents reported the preferred role of the superintendent during the negotiations process was one of neutrality, helping both sides equally. Fifteen percent of the teacher association presidents felt the superintendent's ideal role was adviser to the school board. An additional 13 percent of the teacher association presidents indicated the ideal role for the superintendent was chief spokesman for the school board.

TABLE III

NUMBER AND PERCENTAGE OF SCHOOL BOARD PRESIDENTS,
TEACHER ASSOCIATION PRESIDENTS, AND SCHOOL
SUPERINTENDENTS INDICATING THE IDEAL OR
PREFERRED ROLE OF THE SUPERINTENDENT
DURING THE NEGOTIATIONS PROCESS

Responses	Bd. Pres.		T.A. Pres.		Supt.		Total	
	N	%	N	%	N	%	N	%
1. Should not be involved.	3	9	2	5	1	3	6	5
2. Should be neutral	5	16	24	62	3	8	32	39
3. Should advise teachers	0	0	1	3	2	5	3	3
4. Should advise board	15	47	6	15	26	67	47	43
5. Should serve on board team	4	13	1	3	2	5	7	6
6. Should be spokesman for board team	<u>5</u>	<u>16</u>	<u>5</u>	<u>13</u>	<u>5</u>	<u>13</u>	<u>15</u>	<u>14</u>
Totals	32	29	39	36	39	36	110	100

Note: Percentage is rounded off to whole number

Sixty-seven percent of the superintendent respondents indicated a preference for the ideal role of the superintendent during negotiations to be one of supporting and advising the school board. An additional 13 percent of the superintendent respondents indicated the ideal or preferred role of the superintendent was chief spokesman for the school board.

School board presidents, 47 percent, reported the ideal or preferred role of the superintendent during the negotiations process to

be one of adviser to the school board. Sixteen percent of the school board presidents indicated a preference for the superintendent to be spokesman for the board of education during the negotiations process. An additional 13 percent of the school board president respondents indicated the preferred role for the superintendent to be one of serving as a member of the school board's negotiating team. Sixteen percent of the school board presidents reported the ideal or preferred role of the superintendent during the negotiations process to be one of neutrality.

Analysis of the Secondary Findings

A secondary but important purpose of this study was to examine and compare the perceptions and opinions of Oklahoma board of education presidents, teacher association presidents, and school superintendents with respect to selected questions adapted from the Newby¹ study on collective bargaining. These secondary research questions were grouped into four general areas as follows:

1. Public school funds and collective bargaining (Questionnaire items 4, 5, 8, 13, 18).
2. Collective bargaining and its effect on public attitudes (Questionnaire items 6, 10, 15).
3. Collective bargaining and its effect on management of public schools (Questionnaire items 7, 11, 12, 14).
4. Collective bargaining procedures (Questionnaire items 16, 17, 19, 20).

The respondents to questions numbered four, five, eight, thirteen, and eighteen were concerned with the general areas of public

school funds and collective bargaining. The responses of school board presidents, teacher association presidents, and school superintendents are presented in Table IV.

A majority of school board presidents and superintendents were in agreement that collective bargaining would not increase the allocation of funds to those services which most benefit children (Question 4). A majority of teacher association presidents reported that collective bargaining would encourage the allocation of funds to those services which most benefit children.

A majority of teacher association presidents indicated agreement with the statement that collective bargaining would improve the standard of living for teachers (Question 5). A majority of school superintendents and school board presidents agreed that collective bargaining would improve the standard of living for teachers.

A majority of school board presidents and teacher association presidents disagreed with the statement that collective bargaining would increase the local tax burden (Question 13). A majority of school superintendents reported agreement with the statement that collective bargaining would increase the local tax burden.

A majority of school board presidents and school superintendents reported agreement with the statement that collective bargaining would force a disproportionate share of school funds to salaries and benefits (Question 18). A majority of teacher association presidents disagreed that collective bargaining would force a disproportionate share of school funds to salaries and benefits.

The respondents to questions numbered six, ten, and fifteen were concerned with the general area of collective bargaining and its

TABLE IV

RESPONSES OF SCHOOL BOARD PRESIDENTS, TEACHER
ASSOCIATION PRESIDENTS, AND SCHOOL SUPER-
INTENDENTS WITH RESPECT TO PUBLIC
SCHOOL FUNDING AND COLLECTIVE
BARGAINING

Responses	Bd. Pres.		T.A. Pres.		Supt.		Total		
	N	%	N	%	N	%	N	%	
Question 4	Agree	5	16	35	90	1	2	41	37
	Disagree	27	84	4	10	39	98	70	63
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 5	Agree	18	56	37	95	20	50	75	68
	Disagree	14	44	2	5	20	50	36	32
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 8	Agree	24	75	31	80	29	72	84	76
	Disagree	8	25	8	20	11	28	27	24
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 13	Agree	15	47	2	5	24	60	41	37
	Disagree	17	53	37	95	16	40	70	63
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 18	Agree	25	78	0	0	34	85	59	53
	Disagree	7	22	39	100	6	15	52	47
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>

Note: Percentage is rounded off to whole number.

effect on public attitudes. The responses of school board presidents, teacher association presidents, and school superintendents are presented in Table V.

A majority of school board presidents and school superintendents disagreed that collective bargaining would result in a better public understanding of school district operations (Question 6). A majority of teacher association presidents agreed that collective bargaining would result in a better public understanding of school district operations.

A majority of teacher association presidents and school superintendents disagreed that collective bargaining would prompt the growth of citizen groups who would lobby both the board and teacher organizations for the benefit of children (Question 10). A majority of school board presidents disagreed that collective bargaining would prompt the growth of citizen groups who would lobby both the board and teacher organizations for the benefit of children.

A majority of school superintendents and school board presidents disagreed with the position that collective bargaining would make teacher organizations more responsive to the public's wishes (Question 15). A majority of teacher association presidents agreed that collective bargaining would make teacher organizations more responsive to the public's wishes.

The respondents to questions seven, eleven, twelve, and fourteen were concerned with the general area of collective bargaining and its effect on management of public schools. The responses of school board presidents, teacher association presidents, and school superintendents are presented in Table VI.

TABLE V

RESPONSES OF SCHOOL BOARD PRESIDENTS, TEACHER
ASSOCIATION PRESIDENTS, AND SCHOOL SUPER-
INTENDENTS WITH RESPECT TO COLLECTIVE
BARGAINING AND PUBLIC ATTITUDES

	Responses	Bd. Pres.		T.A. Pres.		Supt.		Total	
		N	%	N	%	N	%	N	%
Question 6	Agree	4	12	31	80	2	5	37	33
	Disagree	<u>28</u>	<u>88</u>	<u>8</u>	<u>20</u>	<u>38</u>	<u>95</u>	<u>74</u>	<u>67</u>
	Totals	<u>32</u>	<u>28</u>	<u>39</u>	<u>36</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 10	Agree	13	41	17	44	14	35	44	40
	Disagree	<u>19</u>	<u>59</u>	<u>22</u>	<u>56</u>	<u>26</u>	<u>65</u>	<u>67</u>	<u>60</u>
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 15	Agree	5	16	21	54	4	10	30	27
	Disagree	<u>26</u>	<u>84</u>	<u>18</u>	<u>46</u>	<u>36</u>	<u>90</u>	<u>81</u>	<u>73</u>
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>

Note: Percentage is rounded off to whole number.

TABLE VI
 RESPONSES OF SCHOOL BOARD PRESIDENTS, TEACHER
 ASSOCIATION PRESIDENTS, AND SCHOOL SUPER-
 INTENDENTS WITH RESPECT TO COLLECTIVE
 BARGAINING AND ITS EFFECT ON MAN-
 AGEMENT OF PUBLIC SCHOOLS

	Responses	Bd. Pres.		T.A. Pres.		Supt.		Total	
		N	%	N	%	N	%	N	%
Question 7	Agree	12	37	24	61	18	45	54	49
	Disagree	20	63	15	39	22	55	57	51
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 11	Agree	20	62	8	20	28	70	56	51
	Disagree	12	38	31	80	12	30	55	49
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 12	Agree	23	72	9	23	31	78	63	57
	Disagree	9	28	30	77	9	22	48	43
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 14	Agree	13	41	33	85	22	55	68	61
	Disagree	19	59	6	15	18	45	43	39
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>

Note: Percentage is rounded off to whole number.

A majority of teacher association presidents agreed that collective bargaining would cause school boards and teachers to decide matters which traditionally had been decided by school administrators (Question 7). School board presidents, and school superintendents disagreed that collective bargaining would cause teachers and school boards to decide matters which traditionally had been decided by administrators.

A majority of school board presidents and school superintendents agreed that collective bargaining would cause reduction in the decision-making authority of school boards (Question 11). A majority of teacher association presidents disagreed that collective bargaining would cause reduction in decision-making authority of school boards.

A majority of school board presidents and school superintendents agreed that collective bargaining would diminish the authority of school administrators (Question 12). A majority of teacher association presidents disagreed that collective bargaining would diminish the authority of school administrators.

A majority of teacher association presidents and school superintendents agreed that collective bargaining would cause school boards to be aggressive in planning, goal setting, and priority setting (Question 14). A majority of school board presidents disagreed that collective bargaining would cause school boards to be aggressive in planning, goal setting, and priority setting.

The respondents to questions sixteen, seventeen, nineteen, and twenty were concerned with the general area of collective bargaining procedures. The responses of school board presidents, teacher association presidents, and school superintendents are presented in Table VII.

TABLE VII

RESPONSES OF SCHOOL BOARD PRESIDENTS, TEACHER
ASSOCIATION PRESIDENTS, AND SCHOOL SUPER-
INTENDENTS WITH RESPECT TO COLLECTIVE
BARGAINING PROCEDURES

	Responses	Bd. Pres.		T.A. Pres.		Supt.		Total	
		N	%	N	%	N	%	N	%
Question 16	Agree	16	50	3	8	13	32	32	29
	Disagree	16	50	36	92	27	68	79	71
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 17	Agree	27	84	7	18	31	78	65	59
	Disagree	5	16	32	82	9	22	46	41
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>11</u>	<u>111</u>	<u>100</u>
Question 19	Agree	2	6	32	82	1	2	35	31
	Disagree	30	94	7	18	39	98	76	69
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>
Question 20	Agree	3	9	16	41	2	5	21	19
	Disagree	29	91	23	59	38	95	90	81
	Totals	<u>32</u>	<u>29</u>	<u>39</u>	<u>35</u>	<u>40</u>	<u>36</u>	<u>111</u>	<u>100</u>

Note: Percentage is rounded off to whole number.

A majority of teacher association presidents and school superintendents disagreed that collective bargaining by each school district would be replaced by bargaining at the regional or state level (Question 16). School board presidents were evenly divided on the issue of whether or not collective bargaining by each school district would be replaced by bargaining at the regional or state level.

A majority of school board presidents and school superintendents agreed that collective bargaining would make teacher strikes more frequent than if there were no bargaining at all (Question 17). A majority of teacher association presidents disagreed that collective bargaining would make teacher strikes more frequent than if there were no bargaining at all.

A majority of school board presidents and school superintendents disagreed that binding arbitration would lessen conflict and improve the educational climate for students (Question 19). A majority of teacher association presidents agreed that binding arbitration would lessen conflict and improve the educational climate for students.

A majority of school superintendents and school board presidents disagreed that the climate of collective bargaining would be improved if employee organizations were allowed to select outside representation to speak for them at the bargaining table (Question 20). A majority of teacher association presidents disagreed that the climate of collective bargaining would be improved if employee organizations were allowed to select outside representation to speak for them at the bargaining table.

ENDNOTE

¹Kenneth A. Newby, "Collective Bargaining--Practices and Attitudes of School Management," Research Report (Washington, D.C., 1977), pp. 8-17.

CHAPTER V

INTRODUCTION

The primary purpose of this study was to examine the relative positions of school board presidents, teacher association presidents, and school superintendents with respect to the school superintendent's role in the collective bargaining process. Recognizing differences in collective bargaining legislation between various states, the writer believed it important to examine this subject with respect to the State of Oklahoma.

This study examined whether or not the superintendent of schools can serve effectively as executive officer of the school board and simultaneously provide professional leadership as well as administrative direction to the staff. It did so by examining responses from school board presidents, teacher association presidents, and school superintendents to these research questions:

1. What was the actual role played by the superintendent during the most recent negotiations process in your school district?
2. How satisfied were you as a board president, teacher association president, or superintendent with the results of the actual role of the superintendent during your most recent negotiations process?
3. As a board president, teacher association president, or superintendent, what do you feel would be the ideal or preferred role of the superintendent in the professional negotiations process?

Summary of Primary Findings

Research Question One

Research Question One was stated as follows: What was the actual role played by the superintendent during the most recent negotiations process in your school district?

1. School superintendents identified strongly with the school board with respect to this question. They perceived their most important role as being adviser only to the school board. Thirty-six out of a total of 39 superintendent respondents saw their actual role being that of serving an interest clearly aligned with the school board.

2. School board presidents indicated the school superintendent's actual role as being strongly identified with the school board. More than half of all school board president respondents saw the actual role of the superintendent as being adviser only to the school board.

3. Teacher association presidents reported the school superintendent's actual role as being strongly identified with the school board. Nineteen out of 49 of the teacher association presidents saw the school superintendent's actual role as adviser only to the school board. More than one-third of the teacher association presidents indicated the superintendent's actual role to be that of chief spokesman for the school board. No respondent saw the superintendent's actual role as being adviser only to teachers.

Research Question Two

Research Question Two was stated as follows: How satisfied were you as a school board president, teacher association president, or

superintendent, with the results of the actual role of the superintendent during your most recent negotiations process?

1. School board presidents indicated unanimous satisfaction with the school superintendent's actual role during the most recent negotiations process.

2. The majority of school superintendents indicated satisfaction with the superintendent's actual role during the most recent negotiations process.

3. A majority of teacher association president respondents expressed satisfaction with the superintendent's actual role during the most recent negotiations process. Almost half of the teacher association presidents expressed dissatisfaction with the superintendent's actual role during the most recent negotiations process.

Research Question Three

Research Question Three was stated as follows: As a board president, teacher association president, or superintendent, what do you feel would be the ideal or preferred role of the superintendent in the professional negotiations process?

1. Teacher association presidents indicated a strong preference for the superintendent to serve a role not identified with the school board. Twenty-four out of a total of 39 respondents indicated the ideal or preferred role of the superintendent during the negotiations process to be neutral.

2. School board presidents indicated a strong preference for the superintendent, during the negotiations process, to be closely aligned with the school board. Fifteen respondents out of a total of 39

indicated the most preferred role for the superintendent to be adviser only to the school board.

3. School superintendent respondents, 26 of 39, indicated the ideal or preferred role for the superintendent during negotiations to be adviser only to the school board. Only 6 out of 39 superintendent respondents preferred a role not aligned with the school board.

Summary of Secondary Findings

Secondary findings were grouped into four general areas of collective bargaining as follows:

1. Public school funds and collective bargaining.
2. Collective bargaining and its effect on public attitudes.
3. Collective bargaining and its effect on management of public schools.
4. Collective bargaining procedures.

These secondary findings were not essential to the purpose of the study. They did reveal information about the perceptions and opinions of Oklahoma school board presidents, teacher association presidents, and school superintendents with respect to the subject of collective bargaining.

School board presidents and school superintendents were in agreement on all but one issue, with respect to public school funding and collective bargaining. The disagreement concerned whether or not collective bargaining would improve the standard of living for teachers. Teacher association presidents disagreed with school board presidents and school superintendents with respect to two of the issues in the area of school funding. On the issue of management and budgeting

practices, teacher association presidents joined school board presidents and school superintendents in the belief that collective bargaining would cause management and budgeting changes.

With respect to collective bargaining and public attitudes, school board presidents and school superintendents were in agreement on all issues in this general area. On all but one issue, teacher association presidents disagreed with the positions taken by school board presidents and school superintendents. On the issue of citizen lobby groups, teacher association presidents assumed the same position as that taken by school board presidents and school superintendents.

School board presidents and school superintendents were in concert on three of the four issues contained in this general area of collective bargaining and its effect on management of public schools. The area of disagreement between superintendents and school board presidents occurred over whether or not collective bargaining would cause school boards to be aggressive in planning and goal setting. Teacher association presidents disagreed with school board presidents and superintendents on all but one of the issues concerning collective bargaining and management of public schools. On this one issue, teacher association presidents as well as superintendents expressed belief that collective bargaining would cause school boards to be aggressive in planning and goal setting.

With respect to collective bargaining procedures, school board presidents and school superintendents agreed on all but one of the issues in this general area. The disagreement came about because of the superintendent's failure to establish a majority position on the issue of whether or not local collective bargaining would be replaced

by collective bargaining at the regional or state level. Teacher association presidents agreed with school board presidents and superintendents on the issue of outside representation at the bargaining table.

Discussion

Data does not, in all cases, speak for itself. In order to make use of the findings, some probable causes need to be conjectured. There are numerous questions that can be formulated by looking at the responses given by school board presidents, teacher association presidents, and school superintendents.

Discussion of the findings were organized first, with respect to the three primary research questions, and second with respect to the four previously identified general areas of collective bargaining that comprised the secondary findings. This secondary data, while not essential to the primary purpose of the study, did provide a method for comparing perceptions and opinions of Oklahoma school board presidents, teacher association presidents, and school superintendents with respect to selected issues of collective bargaining.

Discussion of Primary Research Questions

Research Question One. Research Question One indicated all three subject groups of respondents were unanimous in their belief that the superintendent in no way advised only teachers during the most recent negotiations process. Caldwell¹ and Rebores² indicated this to be true in their earlier studies. They found no such cases nor did they advocate such action.

Research Question One further indicated that 85 percent of the respondents from the three subject groups reported the superintendent worked in some capacity during negotiations that actually represented an alignment with the school board. These findings supported research by earlier writers. These authors, McDonald,³ Dunaway,⁴ Windoes,⁵ and Lieberman,⁶ determined this alignment with the school board to be part of a nationwide trend.

Research Question Two. Research Question Two concerned the degree of satisfaction that each of the three subject groups reported with respect to the actual role of the school superintendent during the most recent negotiations process. Without exception, all school board presidents reported satisfaction with respect to the performances of their superintendent's role.

Shills and Whittier,⁷ Ashby,⁸ Lieberman,⁹ and Stone,¹⁰ in concert agreed that this satisfaction from school board members was imperative in order for the superintendent to be an effective leader. Two superintendent respondents failed to agree with the school board presidents on two issues in this general area. Perhaps this small number of superintendents identified with Clabaugh's,¹¹ position that the superintendent should represent neither the school board nor the teachers but should constitute a third and neutral party in the negotiations process. Other reasons for the two superintendents not reporting satisfaction with their actual role during the most recent negotiations process could have been attributed to such things as the superintendent not being able to interject enough of his own philosophy into the negotiations process.

The teacher association presidents' responses to Research Question Two produced a fairly even split with respect to satisfaction with the school superintendent's actual role during the most recent negotiations process. Volp¹² contended that the wearing of many hats provides part of the reason for the current high turnover rate among superintendents. It should be comforting to the superintendent participants of this study to note the harmony with, and satisfaction of, school board presidents with respect to the superintendent's actual role. The 46 percent unfavorable response from teacher association presidents without such solid support from school board presidents could cause alarm and concern for the superintendents with respect to job security.

Research Question Three. Research Question Three examined responses of school board presidents, teacher association presidents, and school superintendents with respect to the ideal or preferred role of the school superintendent during the negotiations process. Sixty-two percent of the teacher association presidents preferred that the school superintendent remain neutral during negotiations. Fotos,¹³ National Education Association,¹⁴ Lundberg,¹⁵ and Rebore,¹⁶ all reflect support of this neutral position for the school superintendent. Dunlap,¹⁷ Director of the Negotiations Section for the National Education Association, recently told the writer of a profound shift away from the earlier National Education Association's position of neutrality to a current thought of viewing the superintendent as strictly management during the negotiations process. This current National Education thought does not reflect the majority opinion of Oklahoma Education Association local teacher presidents.

Discussion of Secondary Findings

Public School Funding and Collective Bargaining. All three subject groups, school board presidents, teacher association presidents, and school superintendents indicated a belief that collective bargaining would cause changes in management and budgeting practices. Teacher association presidents appeared to be promoting the theory that as the teachers' standard of living goes up, so would the indirect benefits to children. Teacher association presidents also believed that these increased benefits would not come as a result of increased local taxes. Teacher association presidents apparently expected funds to increase from either state or federal sources.

School board presidents and school superintendents appeared to feel that collective bargaining would benefit the welfare of teachers to a greater extent than the students. The justification of the teachers' attitudes appeared to be one of cause and effect of extrinsic rewards. If teachers are pleased with their working arrangement (contract), their outlook would be better and as a direct result their productivity and benefit to children would be increased.

Collective Bargaining and Public Attitudes. The most opposition between school board presidents, teacher association presidents, and school superintendents occurred on the issue of whether or not the public would be better informed as a result of collective bargaining. Teacher association presidents reported that collective bargaining would indeed create a better informed public. School board presidents and school superintendents indicated otherwise. This position on behalf of school board presidents and school superintendents confirmed

Volps,¹⁸ belief that the superintendents would be caught between the demands of his community and the demands of his teachers.

School superintendents and school board presidents did not feel that the level of teacher responsiveness would increase as a result of collective bargaining. Teacher association presidents were somewhat split on this issue. Lieberman¹⁹ went so far as to say that teachers would begin to play an active role in school board elections, supporting those candidates who best supported them.

Collective Bargaining and its Effect on Management of Public Schools. The writer found a high degree of cohesiveness in responses from school superintendents and school board presidents with respect to the issue of collective bargaining and management effectiveness. Metzler²⁰ reported that teacher militancy, due to increased collective bargaining activity, would result in closer ties between school boards and administrators.

School board presidents indicated a belief that while discussing administrative matters at the bargaining table, no relinquishing of administrative authority would take place. School board presidents did report a belief that, in spite of not giving away administrator rights at the bargaining table, the net effect of collective bargaining would result in the reduction of administrative authority. This belief is supported by Lundberg,²¹ Everhart,²² and Dunaway.²³ Scott²⁴ found that the administrator's authority would diminish as a result of collective bargaining, and Lieberman²⁵ alluded to the fact that certain teachers were able to rattle enough skeletons to prevent a superintendent from using his authority.

Collective Bargaining Procedures. School board presidents and school superintendents reported that the frequency of teacher strikes would increase as a result of collective bargaining. These findings, supported by Clabaugh,²⁶ may have been the rationale used by a majority of school board presidents and school superintendents in rejecting the notion that the educational climate would be improved as a result of collective bargaining.

The American Association of School Administrators reported a belief that the collective bargaining controversy would increase friction. This friction would hamper the role of the superintendent whose purposes include the improvement of educational services. Thus, the superintendent must undo what collective bargaining, in many cases, may create.²⁷

Recommendations

At a time when the nationwide trend appears to be increased unionization of public school teachers and increased support for collective bargaining legislation, new problems arise for the school superintendent, making it much more difficult for the superintendent to maintain the traditional expectations of his position. Declining administrative authority and job insecurity for the superintendent, coupled with low teacher morale brought about by dissatisfaction with collective bargaining results, are undesirable consequences for any school district. These conditions are not conducive to the establishment of an ideal educational climate for students.

For the reasons stated above, it should be the desire of each superintendent to have a positive and information-based attitude with

respect to collective bargaining. It is important that the superintendent create a method to interject his philosophy into the collective bargaining process and, at the same time, preserve and maintain his status as an effective leader. From the review of literature and the results of this study, the following recommendations need to be examined:

1. The board of education and school superintendents from school districts participating in collective bargaining need to agree on a formal, written role for the school superintendent during the negotiations process.
2. It is recommended that teachers from school districts participating in collective bargaining recognize and examine differences that exist between teachers, school boards, and school superintendents with respect to the ideal or preferred role for the school superintendent during the negotiations process.
3. It is recommended that school boards and school superintendents abandon any concept that the superintendent serve in any capacity other than adviser only to the board of education.
4. Additional studies need to take place with respect to size of Oklahoma school districts and the role of the superintendent during collective bargaining.
5. Additional research could determine if length of tenure, age, total years of service, or related factors have any effect on the satisfaction level of Oklahoma school board presidents, teacher association presidents, and school superintendents with respect to collective bargaining issues.

6. Research needs to be conducted that would measure the relative inservice needs of Oklahoma school board members, administrators, and teachers with respect to the subject of collective bargaining.

7. Research needs to take place that would reflect the roles of Oklahoma certificated school administrators below the position of school superintendent with respect to their role during the collective bargaining process.

8. Research needs to be done over an expanded time frame with respect to the changing roles of Oklahoma school superintendents during the collective bargaining process.

ENDNOTES

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³Rudy Lane McDonald, "An Analysis of the Role of the Superintendent of Schools in Professional Negotiations in Texas Schools" (unpub. Ed.D. dissertation, University of Houston, 1970).

⁴William P. Dunaway, "A Study of Alabama School Superintendents' Perceived Roles in Collective Negotiations" (unpublished Ed.D. dissertation, University of Mississippi, 1974).

⁵Frederic C. Windoes, "Role of the School Superintendent in Collective Negotiations" (unpub. Ph.D. dissertation, Michigan State University, 1976).

⁶Myron Lieberman, "Negotiations: Past, Present, and Future," School Management, 17 (May, 1973), p. 17.

⁷Edward B. Shills and C. Taylor Whittier, Teachers, Administrators, and Collective Bargaining (New York, 1968), p. 325.

⁸Lloyd W. Ashby, James E. McGinnis, and Thomas E. Persing, Common Sense in Negotiations in Public Education (Danville, 1972), p. 79.

⁹Myron Lieberman, "In Bargaining, if Boards and Superintendents Don't Hang Together, They'll Hang You-Know-Who," American School Board Journal 2 (January, 1977), p. 37.

¹⁰Ronald F. Stone, "Board Administration Teamwork in Collective Bargaining," NASSP Bulletin, 62 (November, 1978), pp. 11-16.

¹¹Ralph E. Clabaugh, School Superintendent's Guide (West Nyack, 1966), pp. 69-71.

¹²Frederick D. Volp, "Beyond the Myth of the Imperial Superintendent," paper presented at the Canadian School Trustees' Association Congress on Education (Toronto, 1978).

¹³Joseph P. Fotos, "A Model for the Implementation of a Superintendent's Role in Teacher Negotiations" (unpub. Ed.D. practicum, Nova University, 1978).

¹⁴National Education Association, NEA Handbook (Washington, D.C., 1964-65), p. 66.

¹⁵Larry Lundberg, Preparing for Negotiations (San Francisco, 1976), p. 6.

¹⁶Rebore, 1973.

¹⁷John Dunlap, personal telephone interview, Washington, D.C., October 14, 1980.

¹⁸Volp, 1978, pp. 7-12.

¹⁹Lieberman, 1977, p. 37.

²⁰John Metzler, "Basic Guidelines for Negotiations and the Role of the Superintendent," Man in the Middle, ed. Lloyd W. Ashby (Danville, 1968), p. 88.

²¹Lundberg, 1976, p. 6.

²²A. Glen Everhart, "The Role of the Superintendent in Collective Negotiations in Public School Districts in New Jersey from 1968 to 1972" (unpub. Ed.D. dissertation, University of Pennsylvania, 1973).

²³Dunaway, 1974.

²⁴Walter W. Scott, "Collective Negotiations: Implications for Preparation of Administrators," Collective Negotiations and Educational Administration, eds. Roy B. Allen and John Schmid (Fayetteville, 1966), p. 82.

²⁵Myron Lieberman, "Power and Policy in Education," Collective Negotiations in Public Education, eds. Stanley N. Elam, Myron Lieberman, and Michael H. Moskow (Chicago, 1967), p. 35.

²⁶Claubaugh, 1966, pp. 69-71.

²⁷American Association of School Administrators, Roles, Responsibilities, Relationships of the School Board, Superintendent, and Staff (Washington, D.C., 1963), pp. 8-9.

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APPENDIXES

APPENDIX A

1979 OKLAHOMA EDUCATION ASSOCIATION LOCAL
AFFILIATE BARGAINING STATUS REPORT

1979 OKLAHOMA EDUCATION ASSOCIATION
LOCAL AFFILIATE BARGAINING STATUS REPORT

*Bargaining Key

Directions: Place the level number in the box next to each local. Use that number which best describes the situation for each local. If no number appears, then we'll assume that that local is not interested in bargaining at this time.

<u>Level Number</u>	<u>Level Description</u>
1	Local has indicated an interest in bargaining, but has not organized for bargaining.
2	Local is currently organizing for bargaining but has not initiated the bargaining process.
3	Local as a "meet and confer" process currently in effect for "bargaining" purposes.
4	Local has an adversary relationship, but only bargains financial issues.
5	Local as an adversary relationship, and negotiates issues on an item-by-item basis.
6	Local has an adversary relationship, and obtains ratification on all items in a package each year (i.e., comprehensive agreement or master contract).

APPENDIX B

COVER LETTERS

January 28, 1981

Dear Teacher Association President:

Your school district has been selected to participate in a study of certain aspects of the collective bargaining process; therefore, we need your assistance and support for the success of this effort. Participants in the study include board presidents, superintendents, and teacher association presidents representing all 44 of the Oklahoma school districts who were, during the 1979-80 school year, engaged in level five or level six collective bargaining negotiations as described by the Oklahoma Education Association.

The study will seek to analyze your feelings toward selected aspects of collective bargaining, with specific attention given to the superintendent's role in the collective bargaining process. All responses will remain confidential. You or your district will not be identified in the results. A brief summary of the study will be made available to you upon request.

We would like to thank Dr. Carl Anderson, College of Education, Oklahoma State University, Judy Henderson, President of the Stillwater Education Association, Jim West of the Oklahoma Education Association, Dr. William E. Hodges, Superintendent of the Stillwater Public Schools, and Elizabeth Shindell, President of the Stillwater Board of Education, for their assistance.

Please return your questionnaire by February 15, 1981.

Very sincerely yours,

William S. Brown
Deputy Superintendent

WSB:ph

Dear School Board President:

Your school district has been selected to participate in a study of certain aspects of the collective bargaining process; therefore, we need your assistance and support for the success of this effort. Participants in the study include board presidents, superintendents, and teacher association presidents representing all 44 of the Oklahoma school districts who were, during the 1979-80 school year, engaged in level five or level six collective bargaining negotiations as described by the Oklahoma Education Association.

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Please return your questionnaire by February 15, 1981.

Very sincerely yours,

William S. Brown
Deputy Superintendent

WSP:ph

Dear Superintendent:

Your school district has been selected to participate in a study of certain aspects of the collective bargaining process; therefore, we need your assistance and support for the success of this effort. Participants in the study include board presidents, superintendents, and teacher association presidents representing all 44 of the Oklahoma school districts who were, during the 1979-80 school year, engaged in level five or level six collective bargaining negotiations as described by the Oklahoma Education Association.

The study will seek to analyze your feelings toward selected aspects of collective bargaining, with specific attention given to the superintendent's role in the collective bargaining process. All responses will remain confidential. You or your district will not be identified in the results. A brief summary of the study will be made available to you upon request.

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Please return your questionnaire by February 15, 1981.

Very sincerely yours,

William S. Brown
Deputy Superintendent

WSB:ph

APPENDIX C

QUESTIONNAIRE

Questionnaire on the Collective

Bargaining Process

Date _____

Size of School District: 0-99 Teachers _____
 100+ Teachers _____

I am: (1) School Board President _____
 (2) Teacher Association President _____
 (3) Superintendent _____

Please note that each question has only one (1) answer. Select the one (1) that comes closest to your opinion, feelings, or judgment. Please do not leave any question unanswered.

It is important for you to return the questionnaire as soon as possible. If you wish to have an abstract of the findings of this study, please call or write:

William S. Brown, Deputy Superintendent
 Stillwater Public Schools
 314 S. Lewis Street
 Stillwater, OK. 74074
 Phone: (405) 372-4577

- (1) During your most recent school board-teacher negotiations, what statement best described the actual role of the superintendent?

Select Only One

- (1) ___ Superintendent was not involved.
- (2) ___ Superintendent was neutral, helped both sides equally.
- (3) ___ Superintendent served primarily as adviser to teachers..
- (4) ___ Superintendent served primarily as adviser to the board.
- (5) ___ Superintendent represented the Board and served as a member of the Board's negotiating team.
- (6) ___ Superintendent represented the Board, served as a member of the Board's negotiating team, and was chief spokesman of that team.

- (2) During your most recent school board-teacher negotiations, how satisfied were you with the superintendent's role, regardless of what that actual role may have been?

Select Only One

- (1) ___ Mostly satisfied
- (2) ___ Mostly dissatisfied
- (3) In your opinion, which one (1) of the following roles would come closest to being the ideal or preferred role of the superintendent in negotiations process?

Select Only One

- (1) ___ Superintendent should not be involved.
- (2) ___ Superintendent should be neutral and help both sides equally.
- (3) ___ Superintendent should support and advise only the Board.
- (4) ___ Superintendent should support and advise only the teachers.
- (5) ___ Superintendent should represent and advise the Board and should serve as a member of the Board's negotiation team.
- (6) ___ Superintendent should represent and advise the Board and should serve as chief spokesman for the Board's negotiation team.

Please select one answer: tend to agree, or tend to disagree, for each of the following questions numbered 4-20. Please leave no questions unanswered.

- (4) Collective bargaining will encourage allocation of funds to those services which most benefit children.

___ Tend to agree ___ Tend to disagree

- (5) Collective bargaining will improve the standard of living for teachers.

___ Tend to agree ___ Tend to disagree

- (6) Collective bargaining will result in better public understanding of school district operation.

___ Tend to agree ___ Tend to disagree

- (7) Collective bargaining will cause boards and teachers to decide matters (such as teacher promotion) which traditionally have been decided by administrators.

_____ Tend to agree _____ Tend to disagree

- (8) Collective bargaining will require school districts to adopt changes in management and budgeting practices.

_____ Tend to agree _____ Tend to disagree

- (9) Collective bargaining will increase board members' knowledge about school district operations.

_____ Tend to agree _____ Tend to disagree

- (10) Collective bargaining will prompt growth of citizen groups who "lobby" both the board and teacher organizations for the benefit of children.

_____ Tend to agree _____ Tend to disagree

- (11) Collective bargaining will cause reduction in the decision-making authority of school boards.

_____ Tend to agree _____ Tend to disagree

- (12) Collective bargaining will tend to diminish the authority of school administrators.

_____ Tend to agree _____ Tend to disagree

- (13) Collective bargaining will increase the local tax burden on citizens.

_____ Tend to agree _____ Tend to disagree

- (14) Collective bargaining will cause school boards to be aggressive in planning, goal setting, priority setting, and the like.

_____ Tend to agree _____ Tend to disagree

- (15) Collective bargaining will prompt teacher organizations to be increasingly responsive to the public's wishes.

_____ Tend to agree _____ Tend to disagree

- (16) Collective bargaining by each school district will be replaced by bargaining at the regional or state level.

_____ Tend to agree _____ Tend to disagree

- (17) Collective bargaining will make teacher strikes more frequent than if there were no bargaining at all.

_____ Tend to agree _____ Tend to disagree

- (18) Collective bargaining will force a disproportionate share of school funds into salaries and benefits.

_____ Tend to agree _____ Tend to disagree

- (19) Binding arbitration would lessen conflict and improve the educational climate for students.

_____ Tend to agree _____ Tend to disagree

- (20) The climate of collective bargaining would be improved if employee organizations were allowed to select outside representation to speak for them at the bargaining table.

_____ Tend to agree _____ Tend to disagree

APPENDIX D.

DISTRICTS PARTICIPATING IN THE STUDY

TABLE VIII
DISTRICTS PARTICIPATING IN THE STUDY

District	Superintendents	Board Presidents	Teacher Association Presidents
Midwest City	R	R	R
Moore	R	R	R
Putnam City	R	R	R
Bixby	R	R	R
Broken Arrow	R	R	R
Liberty Mounds			R
Sperry	R		R
Union	R		R
Wagoner	R	R	R
Hulbert	R	R	
Muskogee	R	R	R
Morris	R	R	R
Bristow	R	R	R
Kellyville	R	R	
Mannford	R	R	R
Sapulpa	R	R	R
Grove	R		R
Pryor	R		
Commerce	R	R	R
Miami	R	R	R
Pichae Cardin	R	R	R
Quapaw	R		R
Wyandotte	R	R	R
Oologah	R		
Claremore	R	R	R
Harrah	R		R
Lexington	R	R	R
Pauls Valley	R	R	R
New Castle			R

TABLE VIII (Continued)

District	Superintendents	Board Presidents	Teacher Association Presidents
Purcell	R	R	R
Edmond	R	R	R
Choctaw City	R	R	R
Washington	R	R	R
Anadarko	R	R	R
Yukon	R	R	R
Guthrie	R		R
Enid	R	R	R
Pioneer Pleasant Vale			R
Medford	R	R	R
Cushing		R	R
Stillwater	R	R	R
Shawnee	R	R	
Wewoka	R	R	R
Maysville	R	R	R

Note: R indicates a returned questionnaire.

VITA²

William Stanley Brown

Candidate for the Degree of

Doctor of Education

Thesis: ACTUAL AND PREFERRED ROLE OF THE SUPERINTENDENT IN THE COLLECTIVE BARGAINING PROCESS AS VIEWED BY BOARD PRESIDENTS, TEACHER ASSOCIATION PRESIDENTS, AND SUPERINTENDENTS

Major Field: Educational Administration

Biographical:

Personal Data: Born in Okmulgee, Oklahoma, January 13, 1942, the son of Mr. and Mrs. John S. Brown.

Education: Graduated from Wilson High School, Henryetta, Oklahoma, in May, 1959; received the Bachelor of Arts in Education degree from Northeastern Oklahoma State University in 1964; received the Master of Arts degree from the University of New Mexico in 1968; received the Specialist in Education degree from Eastern Illinois University in 1974; completed requirements for the Doctor of Education degree at Oklahoma State University in May, 1981.

Professional Experience: Elementary and secondary teacher, New Mexico and Alaska, 1964-69; assistant principal, secondary, Kenai, Alaska, 1969-72; elementary principal, Oblong, Illinois, 1972-74; principal, secondary, Fairbanks, Alaska, 1974-74; director of secondary education, Fairbanks, Alaska, 1976-77; assistant superintendent, Fairbanks, Alaska, 1977-79; deputy superintendent, Stillwater, Oklahoma, 1979-present.