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## Effects of the teachers' professional negotiation act on board of education-teacher relations in Omaha and surrounding suburban school districts

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EFFECTS OF THE TEACHERS' PROFESSIONAL NEGOTIATION  
ACT ON BOARD OF EDUCATION-TEACHER RELATIONS IN  
OMAHA AND SURROUNDING SUBURBAN SCHOOL DISTRICTS

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A Field Study  
Presented to the  
Faculty of the Graduate College  
University of Nebraska at Omaha

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In Partial Fulfillment  
of the Requirements for the Degree  
Specialist in Education

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by  
Marjorie Stejskal  
February 1969

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Accepted for the faculty of the Graduate College of  
the University of Nebraska at Omaha, in partial fulfillment  
of the requirements for the degree Specialist in Education.

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## CHAPTER I

### THE PROBLEM

Professional negotiation is a relatively new process in school staff relationships. Only in the last five years have boards of education adopted formal written negotiation agreements. The enactment of state statutes dealing with negotiation has also been accelerating. Nebraska enacted professional negotiation legislation in 1967.

#### I. PURPOSE AND IMPORTANCE OF THE STUDY

Statement of the problem. The purpose of this study was to determine the influence of the Teachers' professional Negotiation Act (Legislative Bill 485) on board of education-teacher relations in Omaha and surrounding suburban school districts.

Hypothesis. The Teachers' Professional Negotiation Act has had an effect on board of education-teacher relations in Omaha and surrounding suburban school districts.

Importance of the study. Professional negotiation is one of the most discussed items on the educational horizon today. Negotiation is accounting for marked changes in the working relationship of school board members, administrators, and teachers. Teachers, through professional negotiation,

are pressing for a more vital share in educational decision making.

Nebraska is one of seventeen states to have enacted some type of legislation governing negotiations, and for this reason a study of its impact is important. The Professional Negotiation Act was passed in 1967 and is applicable to all Class III, IV, and V school districts in Nebraska. This law is not mandatory, but permissive, allowing local associations of teachers to initiate negotiations and develop agreements with their boards of education if the boards agree to do so. Also, the law provides for the exclusive recognition of one organization for the purpose of negotiation. Any agreements between boards of education and local associations must not be in conflict with the state statute. Professional negotiation in Nebraska under the state law is entering its second year. The law was enacted before the 1967-68 school year, thus giving a period of time when it could have caused changes in the presentation and discussion of proposals as teachers contracted for the next school year.

The effects of this legislation and its implications for the future on school board-teacher relations is important as the results may cause changes in the educational pattern in the school district and be felt by the entire population.

The history and growth of negotiations also indicates the importance of this topic in education today, and for that reason is included in this study.

## II. DEFINITION OF TERMS USED

Professional negotiation. Professional negotiation may be defined as a formalized process by which teachers and other professional employees attempt to exert influence on school board policy through mutual discussion and agreement. Professional negotiation contrasts with the traditional method of teachers submitting requests to the board (with or without study and discussion), and the board establishing the policy. It is bi-lateral rather than uni-lateral decision making.

Board of education. The board of education is the elected body of laymen who have the responsibility delegated by the state legislature of operating the local school district. This body is also referred to as a school board or just the "board."

Teachers. Teachers refer to the certificated personnel in the employ of the school district. Differentiation is made between teachers and certificated personnel whose duties are administrative including superintendents and principals.

### III. SCOPE AND LIMITATIONS OF THE STUDY

Scope. This study considers professional negotiations in the following school districts: Omaha, Bellevue, Ralston, and Westside Community Schools. Changes that occurred in negotiations since the state law was passed two years ago were determined. In each named school district it was determined if there has been negotiation, and if this negotiation resulted in a written agreement. If there was negotiation before the state law was passed, any changes that have taken place were noted.

Limitations. The law applies to all Class III, IV, and V school districts. The study deals only with the Class V school district (Omaha) and three of the Class III school districts.

The measurement of the effects must necessarily be subjective. The effects of the law may be hard to separate from the effects of an overall trend toward professional negotiation.

### IV. PROCEDURES OF THE STUDY

Analysis of agreements. Written agreements were analyzed to determine provisions including scope and procedures as well as the type or level of agreement. According to the NEA Research Bulletin, agreements are generally

grouped into levels that indicate how detailed the agreements are in the elements of negotiations. These levels include:

Level I agreements--Agreements that provide only for recognition of an organization as representing the teachers or professional staff.

Level II agreements--Agreements that contain recognition and negotiation procedures.

Level III agreements--Agreements that contain impasse resolution procedures.

Level IV agreements--Agreements that contain, in addition to the recognition and negotiation procedures, one or more such features as a salary schedule, leave policies, and other negotiated items related to personnel and conditions of employment often found in personnel handbooks or school systems policies. These may or may not contain impasse resolution procedures.

In 1966-67 there were 615 Level II agreements out of a total of 1,540 agreements. This was the most common category.<sup>1</sup>

Opinion poll. In addition to the analysis of negotiation agreements in each school district, a poll of selected people within each of the districts was made. A questionnaire relating to professional negotiations was used to obtain the opinions of two teachers, a principal, superintendent, one other administrator or supervisor, and school board members from each district, plus the opinions of professional organization employees at the state or local

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<sup>1</sup>National Education Association, "Types of Negotiation Agreements," NEA Research Bulletin, XLV (December, 1967), p. 103.

level. In so far as possible the teachers and administrators polled were those selected by their local associations to represent the association at the 1968 NSEA delegate assembly, as these delegates were considered to be the most knowledgeable about school board-teacher relations within their district. The opinions so gathered were compiled and tabulated for presentation in Chapter V. A copy of the questionnaire was included in the appendix.

Effects of the law. The possible effects of the law to be considered included: (1) Any increase of negotiations within the district. (2) The change of structure of the school board-teacher relations in the district. (3) The growth in the number of written agreements. (4) The growth in the number of items covered by negotiations. (5) Expressed opinions and attitudes of educators and laymen regarding professional negotiation and the effects of the law.

This study indicated what happened in professional negotiations in Omaha, Bellevue, Westside, and Ralston since the law was passed in 1967, and what effect the law had on these negotiations.

## CHAPTER II

### HISTORY, STATUS, AND GROWTH OF PROFESSIONAL NEGOTIATIONS

This chapter summarizes the history, growth, and present status of professional negotiation as a basis for the study.

#### I. HISTORY OF PROFESSIONAL NEGOTIATIONS

While reviewing the history of professional negotiations, it is important to keep in mind the history of the nation and to understand the forces which have led to professional negotiation. Our early history began with the emphasis on rugged individualism--man and his family standing alone, dependent on only themselves for food, clothing, and shelter. The nation's economy was a relatively simple one in which most persons worked for themselves. Those who did work for others usually bargained with their employers on an individual basis. The details of the labor contract were settled by an employer and an employee face-to-face. But with the Industrial Revolution, the factory system, mass production, and the growth of cities, rugged individualism as a way of life began to diminish. There was a drastic change in the economy. The small shop gave way to the huge corporation, and man became dependent upon these jobs to

provide for his needs. And so workmen banded together because as lone individuals they were powerless to affect working conditions, wages, or hours.

Collective action of workers began to evolve as a new way of life. This banding together was often considered "subversive" and "un-American."<sup>2</sup> It was fought by industry, society, and by law and the courts. In 1806 a court ruled this type of activity "criminal conspiracy."<sup>3</sup> Fines, jail sentences, and hangings occurred, but the tide continued from independence to collective action. Unions were never declared to be illegal as such, but organized efforts to gain benefits were often prosecuted as conspiracies. But in 1842 the Supreme Court of Massachusetts upheld the legality of unions and their right to strike.<sup>4</sup> Through the later part of the nineteenth century and into the early decades of this one, government tolerated, rather than encouraged and protected, union organization. An employer was free to oppose unions and "yellow-dog" contracts were common. But unions continued to grow. Today collective action is the mark of American society--each citizen belongs to a multitude of organizations for as many different purposes.

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<sup>2</sup>American Association of School Administrators, School Administrators View Professional Negotiations (Washington, D.C., AASA, 1966), p. 12.

<sup>3</sup>William A. McClenaghan, Magruder's American Government (Boston: Allyn and Bacon, Inc., 1967), p. 478.

<sup>4</sup>Ibid.



Collective bargaining developed first in the private sector. The history of union organization goes back almost to the days before the Revolution--before 1800 mechanics and artisans in a few cities had joined together to form unions, but the real momentum of growth came in the 1880's. The Knights of Labor was a most successful early national union and sought to organize men and women of every craft, creed, and color, both skilled and unskilled. Organized in 1869, it began to fade after 1886 due to several large unsuccessful strikes, local unions with differing views, and several large unions refusing to join it.<sup>5</sup> The Knights dissolved by 1917. In 1881 a group of union officials, socialists, and dissatisfied members of the Knights formed the Federation of Organized Trades and Labor Unions, organized for skilled workers in particular crafts, and in 1886 formed the American Federation of Labor. Unskilled and skilled workers of particular industries (such as auto workers) organized industrial unions. These became the Congress of Industrial Organizations in 1938 under John L. Lewis. The two merged in 1955 to form the AFL-CIO. Several large independent unions (International Brotherhood of Teamsters, United Mine Workers) continue to exist. At present about one-fourth of the working force is unionized.<sup>6</sup>

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<sup>5</sup>Ibid., p. 476.      <sup>6</sup>Ibid., p. 477.

Labor continued to look to government for aid. In 1914 the Clayton Act exempted unions from the provisions of anti-trust laws. The Norris-LaGuardia Act of 1932 restricted the power of Federal Courts<sup>7</sup> to issue injunctions in labor disputes, and provided that no one may be prevented from joining a union, striking, or urging others to strike. Bargaining in private industry became mandatory with the passage of the National Labor Relations Act (Wagner Act) in 1935--employers in any industry engaged in interstate commerce are required to bargain with those unions favored by a majority of their employees. The National Labor Relations Board determines what things must be negotiated.<sup>8</sup> A company could no longer state as one of its policies that it would not negotiate. If the Union were chosen by its employees, management had to bargain in good faith. It could no longer say that it would negotiate or discuss only the issues of its choice. The Taft-Hartley Act, 1947, sought to balance power between labor and industry, stating that unions must also use fair practices, cannot coerce employees, and this law also forbids strikes against the national government. The policy of our society now granted the right of collective action to labor in private industry.<sup>9</sup>

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<sup>7</sup>Ibid., pp. 278, 478.

<sup>8</sup>Charles T. Schmidt, A Guide to Collective Negotiations in Education (East Lansing: Michigan State University, 1967), p. 2.

<sup>9</sup>McClenaghan, op. cit., p. 478.

Public employees, however, were still considered not to have the right to join, to organize, to bargain, or to strike throughout the first half of the century. Things changed after World War II. There was a great growth in the number of people in public service--one-sixth of the total work force is now in public employment--with the greatest increase in the number of public school teachers. Undoubtedly the growing number of people in public employment accelerated the need for communication between employee and employer.<sup>10</sup> Public services were upgraded and public employees became more competent. The private sector competed for their services. Public employees began to demand the right to organize and bargain with their employers. After a special task force investigation which culminated with a recommendation for action, in 1962 President Kennedy issued an executive order (#10988) authorizing Federal employees to organize and negotiate. This order does not mention the words "collective bargaining," and it does prohibit strikes.<sup>11</sup>

By 1964 twenty-one states had enacted some type of legislation regarding public employees involvement in organizations and negotiations--authorizing it, requiring it, or

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<sup>10</sup>T. M. Stinnett, Jack Kleinmann and Martha Ware, Professional Negotiations in Public Education (New York: The Macmillan Company, 1966), p. 175.

<sup>11</sup>President's Executive Order #10988, 27 Fed. Reg. 551 (1962).

forbidding it. North Carolina and Texas prohibit negotiating activity of public employees by statute. Virginia limits discussions of this nature to organizations not affiliated with unions.<sup>12</sup> Texas, during the last legislative session, passed a Professional Consultation Act which amends somewhat the previous stand.

Negotiation in education is a product of the last thirty years with the greatest growth coming in the last five years. In 1938 the Education Policies Commission spelled out the need for teacher involvement in educational policy decision making.<sup>13</sup>

One of the landmarks of negotiations in education is the experience in Norwalk, Connecticut. In 1946 after a strike, the Norwalk Board of Education and the Teachers' Association entered into one of the first collective bargaining agreements. In 1951 the Norwalk Teachers' Association (then independent of national or state affiliation) lost a court fight on the right of teachers to strike; but teachers were upheld in their right to organize and negotiate with school boards--probably the first such legally recognized negotiations.<sup>14</sup> The agreement was broadened in 1957 to

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<sup>12</sup>Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand, McNally & Company, 1966), p. 63.

<sup>13</sup>Stinnett, op. cit., p. 7.

<sup>14</sup>Norwalk Teachers' Association v. Board of Education of City of Norwalk, 83 a 482 (Conn. 1951).

provide for an appeals procedure in the form of mediation by the State Commissioner of Education, again probably the first of its kind.<sup>15</sup> The Norwalk Association affiliated with the Connecticut Education Association and the National Education Association in 1957.

In the years between 1946 and 1962 many agreements were entered into by boards and school staff very similar to present professional negotiations agreements. Many of these were titled "cooperative determination" agreements. Most were informal in nature. These are the years between Norwalk and the National Education Association's official stand.

Another landmark in teacher negotiations is the successful drive of the New York City school teachers to obtain the right to negotiate. In the 1950's the New York City teachers belonged to some ninety-three different teacher organizations--organized through subject matter area, grade level, borough, etc. Many teachers belonged to more than one organization. Each organization claimed to represent teachers in dealing with school boards, but the multiplicity of the small organizations made them ineffectual with their demands. In 1960 the AFT sponsored Guild and the organization of high school teachers merged under the United Federation of Teachers which proposed to the New York City Board of Education that a system of collective bargaining

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<sup>15</sup>AASA, op. cit., p. 24.

be set up and an organization determined to represent the teachers. A one day strike stimulated board action, and a series of study commissions were formed. An election was held that indicated teachers wanted to establish a system for collective bargaining. In December, 1961, an election was held to determine what organization would represent the teachers. The United Federation of Teachers (strongly supported by AFL-CIO leaders and money) won over the weak, divided NEA affiliates. The victorious UFT began negotiating with the school administration and after some differences including another one day strike successfully negotiated a forty-page agreement. This victory spurred on other elections, and the same procedures were followed in Milwaukee, Detroit, and Cleveland. The right of exclusive bargaining agent and the negotiated agreement were considered a major breakthrough in collective bargaining.<sup>16</sup>

In 1962 the National Education Association at its Denver convention adopted a resolution entitled "Professional Negotiations" making this part of its official policy. This was the NEA's first official use of the term. This resolution called on its members and upon members of boards of education to meet together to formulate policy with the common goal to provide the best possible education for all

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<sup>16</sup>Schmidt, op. cit., p. 7.

people.<sup>17</sup> As early as 1950 the NEA had begun talking about the abstract principle of collective negotiations. In 1959 the NEA cited partnership in policy-making as one of the evidences of good working conditions in schools. In 1961 in Atlantic City the NEA passed a resolution on teacher-board relationship, though the term professional negotiations was avoided. A similar resolution had been presented the year before, but was referred to the board. In the 1962 resolution there was a paragraph renouncing the use of labor machinery in settling disputes, and a demand for legal provisions to assure the rights of negotiations for teachers. The labor machinery paragraph was removed in 1964. In 1967 the convention adopted a resolution urging procedures for impasse conditions using mediation, fact-finding, arbitration, political action, and sanctions to make strikes unnecessary.<sup>18</sup> These resolutions launched an irrepressible movement to formalize procedures for teacher-schoolboard relationships, and to legalize these procedures.

Metzler sums up the trends of collective negotiations in history into three periods. The first was the long period in American history when the total forces of society--

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<sup>17</sup>National Education Association, Guidelines for Professional Negotiations (Washington, D.C.: NEA, 1965), p. 1.

<sup>18</sup>National Education Association, Negotiation Research Digest (Washington, D.C.: NEA, June, 1968).

government, law, courts--attempted to stamp out the labor movement. The second was the period when government accepted unions, but the force of law rested with management. The third began with the Wagner Act, 1935. This period demanded negotiations with unions by industry, and workers were protected against arbitrariness of employers. Metzlers says education is in the period when school boards (management) are trying to resist the drive for professionalism and equality of judgment.<sup>19</sup>

## II. GROWTH OF PROFESSIONAL NEGOTIATIONS

In 1960 there was not one state law dealing with professional negotiations and teachers. By 1966 such laws had been introduced in one-third of the states. By 1965 six states had passed statutes authorizing professional negotiations--California, Oregon, Connecticut, Rhode Island, Florida, and Washington. Five other states included teachers with other public employees in their legislation--Alaska, New Hampshire, Massachusetts, Michigan, and Wisconsin.<sup>20</sup> The total number of state laws enacted has increased since then with the addition in 1967 of Nebraska, Minnesota, and New York; and with the addition of Maryland in 1968. Other

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<sup>19</sup>John Metzler, A Journal of Collective Negotiations (Trenton, New Jersey: New Jersey State Federation District Boards of Education, 1967).

<sup>20</sup>Stinnett, op. cit., p. 170.



states have proposed legislation, but so far have not enacted it.

State legislation is not necessary for individual school districts to agree to negotiate with teachers. By 1965 over 400 individual school districts had professional negotiation agreements between local boards of education and local teacher associations. NEA figures in 1966-67 indicated that there were 1540 agreements at the local level. Latest NEA figures indicate there are 1763 agreements as of March, 1968, an increase of 223 in one year.<sup>21</sup>

Lieberman states that, "By 1972 about 80 per cent of the nation's teachers will either be teaching in states with some type of negotiation statute or will actually be engaged in negotiations which will require significant changes in school management. Bi-lateral negotiations will be the predominant method by 1972." <sup>22</sup>

What have been the reasons for the tremendous growth of professional negotiations in education? The pattern toward collective action in our society--the development of bargaining outside of the schools and of education, first in the private sector, and later, in the public sector, is a major cause of the growth.

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<sup>21</sup>National Education Association, Negotiations Research Digest, June, 1968.

<sup>22</sup>Myron Lieberman, "Collective Negotiation Status and Trends," American School Board Journal, CLV (October, 1967), p. 7.

Also, the growth in the number of public employees, specifically, public school employees. Teachers are one of the largest occupational group classifications listed by the Bureau of Census as part of the professional and technical labor force. Another big reason for the growth of professional negotiations is the maturing of teaching into a real profession concerned with the improvement of education as well as the welfare of teachers.<sup>23</sup> There is a new status of all public employees through the necessity of an increased level of required preparation. Most particularly in education, teachers have progressed from the two year normal school background to five, six, or more years of preparation. At the end of World War II 35 per cent of the public school teachers held degrees. In 1966, 92 per cent held degrees. The average years of college preparation in 1966 was 4.6 years.<sup>24</sup> Teaching has become a life career with more and more men entering this field, men who refuse to wait one-third of their careers to obtain the entry salary paid in other professions.<sup>25</sup> The historic lag of teachers' salaries, the absence of welfare benefits commonly available to employees in private industry, overcrowded classes, and the neglect of schools by an affluent society has been a major

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<sup>23</sup>AASA, op. cit., p. 16.

<sup>24</sup>Ibid.

<sup>25</sup>Stinnett, op. cit., p. 5.

cause of the growth of bargaining and negotiations. There has been inadequate support of the total school program by the public, and the teacher has decided to do something about it. There is a growing restlessness on the part of teachers, and they are seeking a new and more creative role in education through direct participation.

The increasing size and impersonality of school districts is often mentioned as a cause of the growing need for negotiations. In large school districts this is often the only way a teacher may be heard. The personal communications decreased with the decrease in the number of school districts and the growth of the large school district.

Also, there is a snowballing effect at work. "Every time a teacher organization and a school board negotiate collectively they make it more difficult for other organizations and school boards to justify their refusal to do so." <sup>26</sup>

Some feel that tenure laws have stiffened the backbone of teachers making it easier for them to fight for their rights or causes without fear of dismissal, and therefore, that tenure laws would be one cause of the growth of bargaining in the school systems.

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<sup>26</sup>Lieberman, Collective Negotiations for Teachers, p. 59.

Another reason is the growing rivalry between the American Federation of Teachers and the National Education Association--each wants to survive as an organization and to grow through improving members' conditions and one way is through collective negotiations. The rivalry between the NEA and the AFT is almost as important a cause of the present efforts to formalize the employer-employee relationship in public education as its dissatisfaction with conditions of work.<sup>27</sup> NEA and AFT are each trying to prove to teachers that it can best secure a higher quality of education and a better way of life.

The teacher wants a voice in the way schools are run and sees collective bargaining or professional negotiations as the way to obtain this voice. And so they have organized in the two different directions. One is organization through the union--The American Federation of Teachers through national affiliation with AFL-CIO. The other direction is through professional association under the National Education Association. The teacher unions have excluded all supervisory and administrative personnel, and tend to follow the patterns of labor in private industry using collective bargaining and maintaining the right of teachers to

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<sup>27</sup>Robert E. Doherty and Walter E. Oberer, Teachers, School Boards, and Collective Bargaining: A Changing of the Guard (Ithaca: Cornell University, May, 1967), p. 21.

strike if bargaining fails. Impasses are appealed to labor boards. The NEA includes all levels of the profession under its wing, although local associations may exclude supervisory and administrative personnel and provide parallel associations for them. The NEA uses the term professional negotiations rather than collective bargaining, and wields power through sanctions rather than through strikes. It urges the use of educational machinery such as the state boards of education for dispute settlement.

At the present time the NEA claims the membership of ninety per cent of the nation's 1.7 million public school teachers. The AFT claims the membership of 120,000 teachers and has won exclusive recognition in New York City, Philadelphia, Detroit, Cleveland, Boston, Chicago, and other large cities. One interesting note to AFT affiliation with organized labor was made by Dr. Wildman who noted that in New York City and Cleveland, teachers have been successful in banning books from the non-union Kingsport Press.<sup>28</sup>

The teachers in Nebraska have organized through the National Education Association, the Nebraska State Education Association, and their local education associations. Membership in the National Organization has not been mandatory,

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<sup>28</sup>Wesley A. Wildman, "What Prompts Greater Teacher Militancy?" American School Board Journal, CLIV (March, 1967), p. 27.

so far, but to join the local or state organization one must join the other. Membership in Nebraska in the state organization is 18,511 out of a total teaching force of about 20,000 or approximately 94 per cent.<sup>29</sup> Teachers in Nebraska have tended to follow the professional negotiation pattern approved by the NEA.

### III. STATUS OF STATE LEGISLATION

Almost one-third of the states have enacted widely varying statutes related to professional negotiations. Some of the statutes only authorize negotiations, others specify the process in great detail. The statutes differ on several other major points. As was mentioned earlier, five states include public school employees with other public employees in their state statutes (Alaska, New Hampshire, Massachusetts, Michigan, Wisconsin), while at least ten states have separate legislation for public school teachers. Most laws draw a distinction between the certificated personnel and other public school employees.

Another point of difference is that some state legislation makes it mandatory for public employers to negotiate with their public employees. Sometimes the words, "must meet and confer" are used rather than "must negotiate", and courts have held this wording to be less binding on school

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<sup>29</sup>Statement by John E. Lynch, Executive Secretary, Nebraska State Education Association, November 26, 1968.

boards than the later wording. States with so-called mandatory statutes include Connecticut, Oregon, Washington, Rhode Island, Massachusetts, Michigan, Wisconsin, California, and Minnesota. Other state legislation is permissive--it gives the "blessing" of the legislature to negotiations, makes local agreements legal, gives guidelines for such agreements, but makes it clear that the decision to negotiate or not is entirely up to the district. This is true in the Nebraska law, and in the laws of Alaska, New Hampshire, and Florida.<sup>30</sup>

Some of the state statutes recognize teaching as a profession by specifically stating this in the statute with a statement such as "\_\_\_\_\_ recognizes that teaching is a profession." This is true in Oregon, and in Massachusetts where the term "professional employee" is used. This recognition of teaching as a profession was done by separate legislation in Nebraska through the passing of LB 457 (Professional Practices Commission). The basis of negotiations rests on the idea that if teaching is a profession, and if teachers are professional, they should have a part in determining school policy.

#### IV. ANALYSIS OF THE NEBRASKA LAW

The Nebraska Teachers' Professional Negotiation Act (Legislative Bill 485) was passed in July, 1967. It applies

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<sup>30</sup> National Education Association, High Spots in State Legislation (Washington, D.C.: NEA, 1967).

to all Class III, IV, and V school districts (K-12 districts with twenty-five thousand or over population) in Nebraska. The provisions of the Nebraska law include:

1. The law specifically deals with certificated employees within the public school district. The law, therefore, is exclusive. It does not include other public employees or non-certificated public school employees.

2. These employees may form, join, and participate in organizations for the purpose of representation on "all matters of employment relations." But this participation by an employee is voluntary--no public school employee may be compelled to join an organization.

3. The law gives the organizations so organized the right to represent their members in matters of employee relations.

4. The law is permissive rather than mandatory legislation as no school board is required to meet and confer with its employees.

5. The law provides for exclusive recognition of one organization, and the method of determining the representative organization is stated as "The organization which has for the last two preceding years enrolled a majority of the certificated school employees as certified by a membership list."



6. The organization must give to the board of education a request to meet and the request shall specify the areas to be discussed. The board has thirty days to accept or reject the request.

7. If the board agrees to meet, such meetings will be "good-faith" negotiation meetings.

8. If there is agreement in the negotiations, the matters agreed on should be "reduced to written form" and signed both by representatives of the board and the organization.

9. If an impasse develops, procedures for submitting disputes to a fact-finding board for recommendations are outlined. This would be a three member board with one member chosen by the school board, one chosen by the organization, and one by mutual choice. This board would hear, review, and make recommendations for settlement of the impasse. The recommendations would be advisory only.<sup>31</sup>

In summary the Nebraska law is permissive, deals only with public school certificated employees, provides for the exclusive recognition of one organization for the purpose of negotiating employee relations, and provides for impasse procedures.

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<sup>31</sup>Nebraska Teachers' Professional Negotiation Act, Legislative Bill 485, approved July 19, 1967.

## CHAPTER III

### REVIEW OF LITERATURE

Almost every bulletin or journal of education-related organizations contains an article on some phase of professional negotiations. Also major organizations (NEA, NASA, NAESP, NASB) have compiled and published handbooks or statements on this subject. Most of the literature deals with the growth, trends, or practices in professional negotiations. Few deal with the effects of specific legislation. The first chapter in this study reviewed some of the writings on the history and growth of negotiations. This chapter will include a review of literature on suggested roles in negotiations, the scope of negotiations, and trends in negotiations.

#### I. ROLES IN PROFESSIONAL NEGOTIATIONS

If professional negotiations is to be the way of life in education, what is important is for each to determine his role and how he can best play it. What is the role of the school board member? the superintendent? the principal? the classroom teacher? Will they all be negotiators? Following are the viewpoints of a number of writers.

As one writer states--collective negotiations herald a new day, a new ball game, and new rules. If relevant

experience to date is any guide, professional negotiations will be a most important force in school administration in modern times.<sup>32</sup>

### Role of the School Board

Most states do not permit the boards of education to relinquish their responsibility for operating schools, but they may require boards to conduct negotiating sessions. School boards have the ultimate responsibility to the public and to the taxpayers--and elected boards must stand at the polls on their records and decisions. The school board will make the final determination as to what to concede in negotiations. Who shall negotiate for the board of education? Sometimes the negotiation agreement is specific and states the number and composition of the negotiating team. In other agreements the words used are less restricting so that boards are free to employ professionals, skilled in employer-employee relations, or to use the superintendent. The words used may be "members or representatives of the board of education" which allows the board much leeway. One example of an agreement allowing the board freedom of choice is from Orcutt Union District, California. It reads:

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<sup>32</sup>H. J. McNally, "Professional Negotiation: Who Upset the Applecart?," National Elementary Principal, XLVI (April, 1967), p. 33.

The Board of Education, or such administrative officers or other representatives as it may designate, shall meet and confer in good faith with representatives of the officially recognized professional teacher association.<sup>33</sup>

In Claymont, Delaware, the agreement is similar, reading:

The Board of Education, The Board and Superintendent, or designated representatives of the Board and/or administrative staff will meet with the representatives of the Claymont Education Association.<sup>34</sup>

The bulletin of the Connecticut Board of Education states that board members should be the negotiators, "The board of education as a whole or as a committee to represent the board should work with representatives in the consideration of working relations." <sup>35</sup>

A similar situation holds in Dodge City, Kansas, where the agreement states, "The board of education should agree to meet with representatives of the official negotiating organization at a convenient date within a reasonable period of time."<sup>36</sup>

Stinnett states that a board of education should not be involved in the time-consuming early stages to negotiating when data are being gathered and proposals being formulated and tested. Board membership is not a full-time job and

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<sup>33</sup>National Education Association, Professional Negotiations: Selected Statements of School Board Administrator, Teacher Relationship (Washington, D.C.: NEA, 1965), p. 9.

<sup>34</sup>Ibid., p. 28.    <sup>35</sup>Ibid., p. 21.    <sup>36</sup>Ibid., p. 34.

usually members have a multitude of pressures. He suggests the device of employing sub-committees to develop estimates, projections, and recommendations.<sup>37</sup>

Stinnett reported that the usual practice has been for a three to five member committee of the board to serve as the negotiating team for the board, sometimes using the school board lawyer, the secretary of the board, and the superintendent, as members of the team or as consultants. Individual board members serve as policy makers and ratifiers of the actions agreed upon by the designated negotiator.

Teacher organizations are developing comprehensive programs relative to negotiations--adding new staff and using top experts to train members. They are rapidly escalating resources devoted to professional negotiations. School board members must so organize or the outcome will be disastrous.

#### Role of the Superintendent

The role of the superintendent seems more difficult to define with two extreme positions voiced: (1) The superintendent is completely by-passed and has no role. (2) The superintendent is the chief negotiator representing the board of education. Between these two extremes are many suggested or actual roles that the superintendent might have.

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<sup>37</sup>Stinnett, op. cit., p. 118.

Again legislation or the local agreement may determine the role of the superintendent.

For example, in the Connecticut State Board of Education bulletin the role of the superintendent is defined:

The superintendent should be present at all meetings and participate in all negotiations between the teachers and the board. Out of his knowledge of his own school system and practices elsewhere, the superintendent should be expected to provide information and counsel to both the board and the teachers.<sup>38</sup>

The agreement between the New Rochelle school district and its teachers reads:

The committee shall consist of representatives designated by the Association on the one hand and the Board on the other. One of the representatives of the Association shall be its President, and one of the representatives of the Board shall be the Superintendent.<sup>39</sup>

The current agreement in Ashtabula, Ohio, gives full power to the superintendent. "Meetings between the Committee of the Ashtabula Area Education Association and the superintendent or his official representative . . ." <sup>40</sup>

The NEA research division found in a 1966-67 survey that four out of ten superintendents were advisors to the negotiators for both school boards and teachers--a dual advisor. About two out of ten were negotiators with full authority, and one in ten, negotiator with limited authority. If they served as the negotiator, two-thirds served for the

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<sup>38</sup>NEA, Selected Statements, p. 22.

<sup>39</sup>Ibid., p. 49.

<sup>40</sup>Ibid., p. 57.

board of education. The superintendent's role was influenced by the size of the school system; as the school system enrollment decreases the superintendent's role shifts from that of negotiator with full authority to that of advisor to the negotiators for both school board and teachers.<sup>41</sup>

Another part of the research attempted to determine state patterns in the role of the superintendent.

The patterns exhibited in two western states, e.g. California and Oregon, show the contrast in the combinations exhibited by states as a whole. In California the superintendent is most often the negotiator for the school board and is delegated full or limited authority for that function. The Oregon pattern indicates very little involvement of the superintendent in the negotiation process; his role is generally considered to be advisory.<sup>42</sup>

The AASA believes the superintendent should play a significant role in professional negotiations with his basic obligation being to the welfare of the pupils and leadership in formulation of sound education policy. He should be an independent third party--reviewing each proposal in light of its effect upon students and work closely with board and staff to reach an agreement in the best interest of the educational program.<sup>43</sup> His dual position as leader

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<sup>41</sup>National Education Association, "The Superintendent's Role in Negotiations," NEA Research Bulletin, XLV (October, 1967), p. 85.

<sup>42</sup>National Education Association, "State Patterns in Negotiations," NEA Research Bulletin, XLVI (March, 1968), p. 15.

<sup>43</sup>AASA, School Administrators View, p. 54.

of the staff and executive of the board carries over into negotiations.

The superintendent's role in negotiation may depend as much upon the wishes of either the teachers' organization or the board of education as upon the desires and abilities of the superintendent. The participation with teacher and board representatives as a third-party in negotiations would appear to be the role most suited to the superintendent in negotiations in an educational setting.<sup>44</sup>

Epstein believes that the superintendent may no longer be the educational leader who represents the staff. He will not be considered the negotiator for teachers since he has not been elected official spokesman. He may serve as conciliator or consultant. But he will be treated as the board's agent, not only by the board but by the teachers. He further states that the NAASP feels that the superintendent should serve as the chief negotiator for the board clarifying the board's views to the teachers, and the teacher's views to the board.<sup>45</sup>

### Role of the Principal

The role of the principal has also caused much discussion with few clear cut solutions or guidelines. There

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<sup>44</sup>Stinnett, op. cit., p. 114.

<sup>45</sup>Benjamin Epstein, The Principal's Role in Collective Negotiations Between Teachers and School Boards (Washington, D.C.: NAASP, 1965), pp. 8-10.



seems to be at least four suggested roles: (1) Participate as a representative of the teachers, (2) represent the system's principals, (3) negotiate on the side of management with the other administrators and school board members, or (4) act as a consultant only.

Epstein says it is already too common a pattern for principals not to participate or to be consulted, and that this by-passing of principals reveals a serious inconsistency because changes made without the participation of principals are self-defeating because the principal is held accountable for every phase of a school's life. Principals are directly concerned with many items considered during negotiations. If principals are present in some capacity, negotiations will produce more workable agreements.<sup>46</sup>

King states the principal should be a consultant attached to neither side and should negotiate only for his own team and terms.<sup>47</sup>

Olson states the welfare of the child is best served when classroom teachers and principals are not adversaries but partners. Many principals and administrators feel that the teachers are trying to usurp the administrative responsibility in negotiations. Olson concludes the role of the

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<sup>46</sup>Ibid., pp. 5-10.

<sup>47</sup>James King, "New Directions for Collective Negotiation," The National Elementary Principal, XLVIII (September, 1967), p. 43.

principal will probably be solved by the nature of the teacher organization and its desires. If principals are active members of the teacher organization, they could well assume the role of teachers in negotiations.<sup>48</sup>

NEA President, Braulio Alonso, himself a principal, told the 1968 NASSP convention that in many school crises, "The principals stood with the teachers. In others, the principals sided with the school board." He also stated that where principals had not supported teacher demands, the principals had been the losers.

Lieberman, on the other hand, states that principals are part of the school management and must represent management if they are to participate in professional negotiations--that is, they must represent the board of education rather than the classroom teachers or an organization comprised chiefly of classroom teachers.<sup>49</sup>

The report of the Conference on Professional Negotiation sponsored by the Department of Elementary School Principals indicated that most groups at the conference viewed the principal as part of the administrative side. His involvement in the grievance procedure as a representative of the management side leaves the principal little choice as to

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<sup>48</sup>A. D. Olson, "The Principal and Professional Negotiations," The National Elementary Principal, XLVI (April, 1967), p. 31.

<sup>49</sup>Lieberman, Collective Negotiations for Teachers, p. 184.

his role. It was the consensus of the conference, however, that the principal should not be a negotiator for the board, but should serve as a consultant to the board to insure that no agreements are made which cannot be successfully administered.<sup>50</sup>

Recent NEA research verifies that the role of the principal is not usually with the classroom teacher, but rather, with the administration. Of the 1000 school systems studied, 62 per cent of the bargaining units represented classroom teachers only. This study also noted that the Rhode Island negotiations law, for example, excludes superintendents, assistant superintendents, principals, and assistant principals from the bargaining unit. And in Michigan and Wisconsin the organizations representing teachers ruled to exclude supervisors but included department heads and counselors with the classroom teachers.<sup>51</sup>

The review of the literature on the role of the principal found advocates for each suggested role, but the reports of actual participation and research indicated that more and more the principal is on the side of management whether he wishes to be or not.

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<sup>50</sup>Department of Elementary School Principals, Report of the National Conference on Professional Negotiation, (NEA, Washington, D.C.: June, 1968), pp. 16-20.

<sup>51</sup>National Education Association, "Are Principals Represented in Bargaining Units?" NEA Research Bulletin, XLVI (October, 1968), pp. 84-87.

### Role of the Teacher

The role of the teacher will be determined from his role in the teachers' organization. Those teachers in leadership roles--officers, chairmen, and members of major committees--will most often be part of the negotiating team.<sup>52</sup> Sometimes staff personnel of the organization may be part of the teachers' team, but sometimes the agreements limit the team to completely certificated employees. The usual wording of the agreement seems to be "representatives of the teachers' organization."

The Clare, Michigan agreement is very specific stating the teacher representative committee shall consist of,

The president of the CEA; the chairman of the committee concerned; four permanent members, representing the early elementary, later elementary, junior high, and senior high areas; and one other member-at-large.<sup>53</sup>

The Riverview Garden, Missouri, agreement names the negotiators as "Members of the Community Teachers Association Professional Policies Committee." <sup>54</sup>

The New Rochelle, New York, agreement states that the committee shall consist of representatives designated by the Association and "one of the representatives shall be its President." <sup>55</sup> This agreement is unusual in that it states

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<sup>52</sup>Stinnett, op. cit., pp. 117-118.

<sup>53</sup>NEA, Selected Statements, p. 36.

<sup>54</sup>Ibid., p. 40.

<sup>55</sup>Ibid., p. 50.

that teacher members of the committee shall be released from school duties without loss of salary when negotiation meetings are scheduled during the school day.

The review of the literature on the role of the teacher indicates that the teacher through his professional organization will be the pivot of most professional negotiations.

## II. SCOPE OF PROFESSIONAL NEGOTIATIONS

Some literature deals with the possible scope of negotiations. The laws on this differ as much as the laws differ on other phases of negotiations. The laws vary from a general statement to an actual listing, and from a narrow range to a broad "the sky's the limit" approach. For example, Oregon limits negotiating to "matters of salaries and related economic policies affecting professional services." <sup>56</sup> By contrast, Washington law defines scope as, "School policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules and non-instructional duties." <sup>57</sup>

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<sup>56</sup>ORS 342.450-342.470, Board-Teacher Consultation on Employment Terms.

<sup>57</sup>Revised Code of Washington, Chap. 28.72, "Negotiations by Certificated Personnel."

Wildman found that in his research of negotiations that agreements had covered textbook selection, peer evaluation, grading and promotion policies, guide-lines for student achievement, and judgment on teaching methods.<sup>58</sup>

Lieberman, an advocate of negotiations and bargaining, however, wrote, "One would hardly expect or desire that curriculum, methodology or educational services be subjected to the pressures that inevitably characterize negotiations over conditions of employment."<sup>59</sup>

The National Association of School Administrators includes this statement in its handbook, "Many aspects of public education are appropriate areas for teacher participation--not all are subject to negotiation."<sup>60</sup>

The NEA found in its research of the 1540 agreements existing in 1966-67 that 1142 contained only procedures for professional negotiations. The remaining 398 were comprehensive and contained specific items. Some of the items included were:<sup>61</sup>

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<sup>58</sup>Wesley A. Wildman, "What's Negotiable?," American School Board Journal, XLV (November, 1967), pp. 8-9.

<sup>59</sup>Lieberman & Moskow, Collective Negotiations for Teachers, p. 244.

<sup>60</sup>AASA, School Administrators View, p. 39.

<sup>61</sup>National Education Association, "What's Negotiable?," NEA Research Bulletin, XLVI (May, 1968), pp. 42-3.

<u>Item</u>	<u>Number of agreements including</u>
School calendar	253
Pupil ratio and class size	222
Textbook selection	140
Grievance procedures	369
Duty-free periods	213
Salary schedules	366

It would appear from a review of the literature that salary and grievance procedures are top items for negotiations, but that many other things may be, and are, included.

### III. TWO APPROACHES IN PROFESSIONAL NEGOTIATIONS

While negotiation has spread rapidly, it still is not the predominant pattern for making educational decisions. Hundreds of school systems use less formal procedures and involve teachers in advisory consultation in determining a wide range of education decisions.

The AASA supports this two-stream approach--one for formal negotiations on matters of working conditions and another for advisory consultation. The AASA suggests the dichotomy of across the table negotiations and around the table consultation.<sup>62</sup>

Around the table consultation would involve (1) identification of problems and issues, (2) presentation of evidence and arguments, (3) give-and-take discussion, (4) peer-level

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<sup>62</sup>American Association of School Administrators, The School Administrator & Negotiation (Washington, D.C., 1968), p. 12.

participation, (5) reaching consensus, and (6) formulation of recommendations. AASA recommends the following items for around the table consultation:

Items for Advisory Consultation

1. Revision of policies and procedures on teacher assignment and transfer
2. Review of leave of absence policies
3. More teacher involvement in textbook selection and curriculum
4. Greater teacher participation in budget development
5. Modification in procedures for handling pupil discipline
6. Change in policies regarding student teachers
7. Establishment of advisory committees on staff personnel
8. Participation in reviewing reports of unsatisfactory teacher performance
9. Greater teacher involvement in federal programs and projects
10. Revision of policies governing attendance at professional meetings<sup>63</sup>

In contrast, across the table negotiations would involve (1) presentation of proposals, (2) submission of counter-proposals, (3) pro-and-con arguments, (4) presentation of evidence and supportive data, (5) employment of tactics and strategies, (6) reaching consensus or impasse and (7) signing an agreement or resolving the impasse. Suggested items for this procedure include:

Items for Negotiations

1. Revised salary schedule
2. Increased hospitalization benefits
3. Reduced class size
4. Compensation for committee work

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<sup>63</sup>Ibid., p. 30.



5. Increase in pay for summer school and adult classes
6. Duty-free lunch periods
7. Addition of paraprofessional personnel
8. Additional leave for personal business
9. Increase in number of school holidays
10. Terminal leave pay <sup>64</sup>

Apparently in many school districts these two methods, or modifications of them, have been used concurrently with some success.

#### IV. TRENDS IN PROFESSIONAL NEGOTIATIONS

Lieberman found that the existence of a state law does not always result in much negotiation and many bi-lateral agreements. In California, Washington, and Oregon with state laws there are few agreements. In Connecticut, Massachusetts, Michigan, Rhode Island, and Wisconsin (with state laws) there is widespread negotiations and many agreements. In New Jersey which has no state law (one was passed by the legislature but vetoed by the governor) there is much negotiation--more than California or Oregon with laws. However, he concludes:<sup>65</sup>

The extent to which teachers and other school employees negotiate with school boards is affected by several factors, but state legislation requiring boards to negotiate is an extremely important factor . . . In many states negotiation legislation is needed to regulate rather than initiate negotiation procedures. However, in doing so, the state legislature usually increases the number of school districts involved in negotiations.

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<sup>64</sup>Ibid., p. 30.

<sup>65</sup>Lieberman, "Status and Trends," pp. 10-11.

Lieberman predicted that there would be a continued press for legislation requiring negotiations and providing for exclusive recognition. The Nebraska law provides for the later, not the former.

Rice reports that in Michigan since the 1965 negotiation legislation that the Michigan Education Association has negotiated in 524 districts with gains in salaries, increased professional standards, and better curriculum standards. He also reported gains in negotiations in Washington and Wisconsin under their state negotiation laws.<sup>66</sup>

Asnard's research contrasted the situation in Michigan where there is a state law with North Carolina's situation where there is no law. In the former state 94.8 per cent of the teaching personnel is covered by negotiation agreements, and in the latter only .6 per cent is covered.<sup>67</sup>

Dashiell reported great gains for Michigan teachers "under the shield of a new law that grants them the right to negotiate on equal terms with boards of education." He said they had now sat as equals with their boards and worked out details on salaries, length of school day, class size, transfers, rest periods, and class loads.<sup>68</sup>

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<sup>66</sup>Arthur H. Rice, Jr., "Where the Action Is," Today's Education, LVII (September, 1968), pp. 75-81.

<sup>67</sup>Robert R. Asnard, "Directions in Negotiations," The National Elementary Principal, XLVIII (September, 1968), pp. 21-23.

<sup>68</sup>Dick Dashiell, "Teachers Revolt in Michigan," Phi Delta Kappan, XLIX (September, 1967), pp. 20-26.

The situation in Minnesota under the new state law is reported by the NEA as being very favorable.<sup>69</sup>

Minnesota's first year of statewide negotiation under law was highly productive. Teachers are currently enjoying the largest packet of economic and professional gains in the state's history.

Snyder did a study in Nebraska in June, 1968, polling 193 class III school districts. Of the 184 that answered, 54 had established some type of negotiation agreement between the school board and teachers. Only three had had agreements before. His survey showed salary as being on top of the list of items negotiated. He concluded:<sup>70</sup>

LB 485 was not a tidal wave that inundated Nebraska education.

But this Professional Negotiations Act did cause ripples. And although the first wave of PN swept few schools and boards of education to the negotiating tables . . . ripples do cause more ripples.

Many educators feel that school and private industry differ so widely that state legislation should be written specifically for public schools rather than adapting labor laws to the school situation. AASA notes that education is not a profit-making enterprise, the public is widely involved, there has been a wider scope of negotiating items, and more use of arbitration in education, and this uniqueness of the

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<sup>69</sup>NEA, NEA Reporter, VII (November 5, 1968).

<sup>70</sup>Jim Snyder, Summary of graduate thesis, Nebraska Education News (Nebraska Education Association, November 22, 1968), p. 5.

educational enterprise should be recognized. In some states the labor-management framework is largely mandated by statute--but where it is still open, a model for education would seem preferable.<sup>71</sup>

Epstein stated that it would be desirable that each state pass legislation permitting school boards to negotiate with the representatives of their teachers, and suggests that state laws deal with impasse situations through mediation and fact-finding in advisory capacity so as not to eliminate the legislative responsibility of the school board or the independence of the employee organization.<sup>72</sup>

Lieberman wrote that ideal state legislation would apply only to teachers, operate through the state board of education, cover all certificated employees, provide for exclusive recognition, and prohibit strikes and provide for mediation.<sup>73</sup>

## V. SUMMARY OF THE REVIEW OF THE LITERATURE

This review of the literature has attempted to present a summary of the writings available on professional negotiations dealing with the roles in negotiations, the scope of negotiations, and the trends and approaches in

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<sup>71</sup>AASA, The School Administrator & Negotiation, p. 9.

<sup>72</sup>Epstein, The Principal's Role, pp. 8-10.

<sup>73</sup>Lieberman, "Status and Trends," p. 10.

negotiations. Particular emphasis was given to literature dealing with effects of state legislation. It would be impossible to cover all opinions, attitudes, and writings on the subject. But publications of major educational organizations on this subject, plus writings of the major authors on the subject, were reviewed.

## CHAPTER IV

### PROFESSIONAL NEGOTIATIONS IN SELECTED SCHOOL DISTRICTS

This chapter summarizes the status of professional negotiations in the school districts selected for the study including changes that have occurred since the state legislation was passed.

#### I. OMAHA SCHOOL DISTRICT

School board-teacher conferences and the recognition of a teachers' organization to present the professional staff's proposals to the board is not new to the Omaha School District. The 1964 edition of Policies and Regulations of the School District of Omaha contains several paragraphs outlining the status of teacher-school board relations at that time. These statements include the recognition of teaching as a profession and the recognition of the right of teachers to join organizations.<sup>74</sup>

These policies also grant the Omaha Education Association exclusive recognition, stating in part:

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<sup>74</sup>Board of Education, Policies and Regulations of the School District of Omaha, Omaha, Nebraska, July, 1964, Para. 1.30, 1.31, p. 9.

The Board of Education shall recognize for the purpose of holding a conference on proposals the Omaha Education Association, which has as members a majority of contract personnel employed by the Omaha School District and which submits a list of names of its members to the Board<sup>75</sup> of Education not later than January 1 of each year.

The Omaha School Board Policy also includes these other provisions:

Written requests for a conference shall be submitted by the Omaha Education Association to the Superintendent of Schools, or by the Superintendent to the Omaha Education Association.

1. The subject matter to be considered shall be specified.
2. Those who are to participate in the conference shall be named.

The Board of Education shall:

1. Decide that a conference shall be held, . . .
2. Decide that a conference shall not be held . . .

When the participants reach a consensus, a joint report shall be prepared and presented to the Board and to the Omaha Education Association.

In the event a consensus is not reached, reports may be presented to the Board of Education by either or both parties.

When a joint report is presented, and (a) the representative of the Omaha Education Association affirms acceptance of the report, and (b) the Board of Education accepts the report, the recommendations of the report shall be put into effect by the Superintendent of Schools.<sup>76</sup>

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<sup>75</sup>Ibid., Para. 1.32, p. 9.

<sup>76</sup>Ibid., Para. 1.33, 1.34, pp. 10-11.

This policy statement doesn't define subject matter areas to be covered, but traditionally these conferences dealt with conditions of employment--salary, insurance, and fringe benefits.

No mention of the term professional negotiation was used--rather the meetings were designated as conferences, not negotiation sessions.

After the 1967 State Law was passed the structure in the Omaha School District became more formalized. The matters to be discussed were presented by the Omaha Education Association as "negotiation proposals." Counter-proposals were presented by the Board. Formal negotiating committees were selected by the Association and the Board of Education to conduct the negotiations. Teacher-members of the Association and the Executive Secretary, who served as head negotiator, formed the committee to negotiate for the Omaha Education Association. Five members of the administrative staff including the superintendent of schools and the secretary to the board, rather than any school board members, were used to negotiate for the board with the Association.

The Omaha Education Association submitted thirty-one proposals for negotiations. One of these proposals (#20) was to amend Board of Education policy to conform to the state law making any conferences held "good faith negotiations" and using the state law procedures for impasse



proceedings thus insuring a Level III agreement.<sup>77</sup> This proposal was accepted as part of the final agreement. This brought the Omaha School District procedures into conformance with the state law, even though the law was not mandatory upon school districts.

After the two negotiating committees reached an agreement on the proposals their action was ratified by the Omaha Education Association at a general assembly meeting and by action of the entire Omaha Board of Education.

This session in Omaha, the first since the state law was passed, was labeled by participants as the first true negotiating session ever held in Omaha, and the first time that a written agreement was formally signed and ratified as a result of such negotiations. The final agreement included twenty-four proposals.

The breakdown of the subject matter of the thirty-one proposals submitted by the Omaha Education Association and of the proposals in the final agreement (not all were accepted in the original form, but many were amended, or "concept only accepted," and the proposals held for study) is depicted in Table I.<sup>78</sup>

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<sup>77</sup>Omaha Education Association, Policy Negotiation Report, January 29, 1968, p. 24.

<sup>78</sup>Ibid.

TABLE I  
 SUBJECT MATTER OF PROPOSALS NEGOTIATED BY THE  
 OMAHA BOARD OF EDUCATION AND THE  
 OMAHA EDUCATION ASSOCIATION

Subject	Proposed	Final agreement
Salary . . . . .	8	8
Fringe Benefits . . . . .	5	4
Extra personnel . . . . .	5	2
Extra time . . . . .	6	4
Policy changes . . . . .	5	3
Duties, responsibilities . .	2	3

This breakdown would indicate that salary and fringe benefits were the primary topics of negotiation during the 1968 session.

Curriculum, textbook selection, study guides, and other subject-oriented matters have long been handled by teacher committees in the Omaha School District. These teacher committees, made up of a cross-section of the teachers in the system, and set up on a voluntary basis, meet throughout the school year to form recommendations that are presented to the school board for adoption. The involvement of teachers in this type of policy making, a "round-table" procedure, has continued in the Omaha School District.

In summary, teacher-school board relations in the Omaha School District have become more formalized with negotiating sessions replacing conferences, and with the school board policy amended to include provisions from LB 485. Subject matter of these negotiating sessions continued to be related to conditions of employment, and not to curriculum or policy.

## II. WESTSIDE COMMUNITY SCHOOLS

In the Westside Community Schools, District 66, teachers and school board members have had an informal relationship and communication for a number of years. Teacher committees representing the total membership in the Westside Education Association met with the school board or board committees on matters of teachers' employment conditions--salary and fringe benefits.

For a number of years the Salary Committee of the Westside Education Association had the responsibility of representing the teachers before the board. The last several years this committee was designated the Professional Advancement Committee, but its objectives remained the same--to speak for the teachers to the board.

After the Nebraska Teachers' Professional Negotiation Act was passed in 1967, Westside Education Association members pressed for the development of a professional negotiations agreement that would outline procedures to be followed in the district when certified staff members met and conferred with the board on conditions of employment.

After several months of laboriously attempting to write formal procedures both the Westside Education Association and the Board of Education agreed to negotiate under the provisions of the state law supplemented by several oral agreements binding only for that year. These oral agreements included a limitation on the number of persons serving as negotiators for each side, and there was to be no release to the press of the progress, agreements, or disagreements, by either side.

The Westside Education Association then wrote a letter to the Board requesting to negotiate on several specific items, and the Board agreed to "meet and confer" on the items. This was the procedure outlined in the state law. The Westside Education Association has no rival organization in the

school district and represents the majority of the certificated staff without question within the district. There is no problem of exclusive recognition.

The Westside Education Association appointed six teachers to represent the Association. A committee of four administrators from the central office staff, including the superintendent as chief spokesman, and two school board members represented the Board of Education. The first agreement of the committees on the proposals was not acceptable to the Westside Education Association as a whole, and further negotiation meetings were necessary to modify proposals that were then acceptable and could be ratified by both sides.

Even though no professional negotiation agreement was formulated in the Westside District, the conferences between the teachers and the school board were structured to conform to the provisions of professional negotiations as spelled out under the state law. Subject matter of the negotiations continued to be matters relating to employment conditions--not policy or curriculum.

### III. RALSTON SCHOOL DISTRICT

A formal professional negotiations agreement was adopted in Ralston by the Board of Education of that school district and the Ralston Teachers Association in January, 1968. This agreement followed the pattern of the state professional negotiation law, but it also included some individualized features.

The agreement recognizes teaching as a profession. The agreement also recognizes the Ralston Teachers Association as the agent to negotiate for all of the certified personnel, and such recognition would continue as long as the membership in that association totals more than 50 per cent of the total certificated personnel.<sup>79</sup>

Subject matter that the board agreed to negotiate on must pertain to employment conditions and is specifically listed. The list is:

1. Base Salary
2. Index salary schedule
3. Unit plan to supplement Index Salary schedule
4. Employment Policy Statements
5. Employment of non-certified personnel to assist teachers
6. Insurance
7. Professional Leave with pay (Sabbatical) <sup>80</sup>

This agreement provides for the initiation on discussion to be by the Association in writing on or before January 1 with acceptance or rejection by the Board of the request. Negotiations are to be conducted in "good faith." Written into the agreement is a limit on time of meetings, "Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day." <sup>81</sup>

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<sup>79</sup>Professional Negotiation Agreement, Ralston Board of Education and Ralston Teachers Association, January, 1968, Articles II and III.

<sup>80</sup>Ibid., Article V.

<sup>81</sup>Ibid., Article VI.

The pattern of consensus procedures, approval, and resolving of differences or impasse situations follows the state law procedures.

After this professional negotiation agreement was approved by the board and the association, negotiations followed. The written request of the association to meet was accepted by the board, and a committee of teachers from the local association met with the superintendent and two school board members to discuss the specified items of salary, sick leave, insurance, and other welfare benefits. Consensus was reached, and the written agreement approved by both the association and the board.

In Ralston the board of education with the superintendent had always met with a salary committee chosen by the local educational association to discuss the proposals of the organization. However, January, 1968, saw the adoption of a professional negotiation agreement--the first written instrument guaranteeing "good faith" negotiations with specific procedures to be followed by the board and the association.

#### IV. BELLEVUE SCHOOL DISTRICT

In the Bellevue School District representatives of the Bellevue Education Association served as a liaison between the teachers and the board of education by bringing before the board matters of salary, teacher welfare, and fringe benefits. After the state law was passed in 1967, these

representatives pressed for a formal professional negotiations agreement, and after discussion and conferences such an agreement was approved between the Bellevue Education Association and the School District of the City of Bellevue in January, 1968.

This two-page professional negotiation agreement clearly limits the scope of negotiations that are permissible under the agreement and retains to the Board full authority in all policy making.

The philosophy of the agreement states the recognition of teaching as a profession.<sup>82</sup> And the Bellevue Education Association is recognized as the official negotiating agent as long as its membership contains more than 50 per cent of the total certified personnel employed by the district. However, the agreement excludes the Association from being the official negotiating agent of "the superintendent, assistant superintendent(s), director(s), principal(s), and assistant principal(s)." <sup>83</sup>

Areas for negotiation discussion are limited by this agreement to two--

1. Resolution of grievance procedures
2. Salary and fringe benefits <sup>84</sup>

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<sup>82</sup>Professional Recognition Agreement of the School District of the City of Bellevue in the County of Sarpy, State of Nebraska Bellevue Education Association, Art. II.

<sup>83</sup>Ibid., Article III.

<sup>84</sup>Ibid., Article IV.



This agreement contains no procedures for reaching consensus, for written agreement on proposals, or for handling of impasse situations. And the professional negotiation agreement so approved in January, 1968, was to expire on September 1, 1968, rather than becoming part of the continuing policy and procedures within the school district. This was the only agreement examined that expired within a year.

Under this agreement teacher-members of the Association met with school administrators recommended by the superintendent and approved by the Board, and negotiated employment conditions for the contract school year, 1968-69.

At least for one year there was a formal professional negotiation agreement in Bellevue that replaced the informal teacher presentation to the Board on employment matters.

## V. THE QUESTIONNAIRE

Questionnaires relating to professional negotiations were mailed to two teachers, two school board members, a superintendent, a principal, and one other administrator or supervisor in each school district studied to determine opinions on various phases of negotiations including growth of negotiation within the district, effect of state legislation, scope of negotiations, and roles of various people involved. A copy of the questionnaire was included in the appendix. Also polled were two professional association employees--one state level and one local level. Of the thirty question-

naires sent out, twenty-seven were returned. Those who replied to the questionnaire included seven school board members, eight teachers, four superintendents, six other administrators (principals and supervisors), and the two professional association employees.

## CHAPTER V

### FINDINGS

Results of the analysis of agreements and negotiation procedures in each district, and the summary of the responses to the questionnaire revealed the following findings.

#### I. GROWTH IN PROFESSIONAL NEGOTIATION AGREEMENTS

It was noted that each district has had several years of experience in carrying on informal negotiations. In two districts, Bellevue and Ralston, formal professional negotiation agreements had been adopted since the passage of the state law. The Ralston agreement followed the pattern that was suggested by the state law and was to be a continuing agreement. The Bellevue agreement was limited to the one school year. In one district, Omaha, the policy of the school board had been amended to formalize conference procedures to conform to the state law and to use the term "professional negotiation" rather than "conference." In the fourth district, Westside, negotiation was carried out under the suggested procedures of the state law without a written professional negotiation agreement, although there had been some effort to formalize a written agreement. This growth in number of agreements is depicted in Table II.

TABLE II  
GROWTH IN NEGOTIATION AGREEMENTS IN OMAHA AND  
SURROUNDING SCHOOL DISTRICTS

	1966-67	1967-68
No written agreement . . . . .	3	1
Informal written procedures . .	1	0
Level I Agreement . . . . .	1	0
Level II Agreement . . . . .	0	1
Level III Agreement . . . . .	0	3

## II. ROLE OF SCHOOL BOARD MEMBERS

In two of the school districts, Ralston and Westside, members of the board of education served with selected administrators to negotiate for the board. In the other two districts, Omaha and Bellevue, administrators represented the board with no school board members present at negotiations.

## III. ROLE OF THE SUPERINTENDENT

All of the respondents listed the superintendent as one of the actual negotiators for the school board in their district. Not all of the respondents agreed that this was the ideal role of the superintendent. Table III indicates that the majority felt the preferred role for the superintendent is negotiator for the board, but some felt the superintendent should be a resource or advisory person, or a non-participant. Two of the respondents foresaw the time when a professional negotiator would be hired by the board to negotiate for them rather than to use the superintendent.

## IV. ROLE OF THE PRINCIPAL

None of the respondents reported that principals had been active participants in negotiations in their districts. Table IV indicates that the majority of the respondents felt that the principal should be a non-participant. Some of the respondents believed that the ideal role for the principal

TABLE III

## IDEAL ROLE OF THE SUPERINTENDENT IN NEGOTIATIONS

Role	School board member	Teacher	Administrator	Total
Resource or advisory . . . . .	4	2	3	9
Non-participant no role . . . . .	1	4	1	6
Negotiator for the school board . . . .	6	3	6	15

TABLE IV  
IDEAL ROLE OF THE PRINCIPAL IN NEGOTIATIONS

Role	School board member	Teacher	Administrator	Total
Resource or advisory . . . . .	3	3	3	9
Negotiator for teachers . . . . .	1	1	2	4
Negotiator for board . . . . .	3	1	1	5
Non-participant . . .	3	9	3	15

is that of a resource person or an advisor. A few respondents felt that the principal should be a negotiator for the school board, and a few others felt that he should be a negotiator for the teachers.

## V. SCOPE OF PROFESSIONAL NEGOTIATIONS

Employment conditions (salary and fringe benefits) were the main concern of negotiations in each of the four districts selected for study. Ralston specifically limited its negotiation to matters pertaining to employment conditions. Bellevue limited its negotiations to salary, fringe benefits, and grievance procedures. Table V shows the items that were negotiated in each district.

Most of the respondents felt that salary items would continue to be the main negotiable items. Table VI identifies items mentioned by respondents that they considered to be negotiable in their districts. Table VII identifies items considered by the respondents as non-negotiable in their districts.

## VI. EFFECTS OF STATE LEGISLATION

In answer to the question, "Do you think the law passed in 1967 had any effect on negotiation in your district?," twenty-one of the respondents replied, "Yes," citing increased teacher militancy, and more pressure on the board to accept professional negotiation as direct effects.



TABLE V  
ITEMS NEGOTIATED IN OMAHA AND SURROUNDING SCHOOL  
DISTRICTS

	Omaha	Westside	Ralston	Bellevue
Salary . . . . .	x	x	x	x
Fringe benefits . . .	x	x	x	x
Extra Personnel . . .	x	-	x	-
Extra time . . . . .	x	-	x	-
Policy changes . . . .	x	x	-	-
Grievance procedures .	-	-	-	x

TABLE VI  
NEGOTIABLE ITEMS WITHIN DISTRICTS AS LISTED  
BY RESPONDENTS

	School board member	Teacher	Administrator	Total
Everything . . . . .	0	7	2	9
Salary and fringe benefits . . . . .	7	8	6	21
Grievance procedures .	2	1	0	3
Teacher welfare . . .	1	3	5	9

TABLE VII  
NON-NEGOTIABLE ITEMS WITHIN DISTRICTS AS LISTED  
BY RESPONDENTS

	School board member	Teacher	Administrator	Total
Policy . . . . .	9	1	2	12
Teacher assignments. .	1	1	0	2
Curriculum . . . . .	0	0	3	3
Calendar . . . . .	0	0	1	1
Class size . . . . .	0	0	1	1

Advantages of the law listed by the respondents included the fact that the law is permissive, it encourages uniformity throughout the state, it allows for fact-finding, and it gives state approval to negotiation agreements within the school districts.

Main disadvantages cited were that the law is too general, it is not clear on extent or scope of negotiable items, it increases pressure on school boards, and it encourages teacher militancy.

All but one respondent believed there had been growth in professional negotiation in their school districts within the last two year period. And twenty-one of the twenty-seven believed that the state law had been a major factor in the increase in negotiations.

## CHAPTER VI

### SUMMARY

The purpose of this field study was to determine the influence of the Teachers' Professional Negotiation Act on board of education-teacher relations in Omaha and surrounding school districts. It was the hypothesis of this study that the Teachers' Professional Negotiation Act has had an effect on board of education-teacher relations in Omaha and surrounding suburban school districts. The school districts used in the study were Omaha, Ralston, Bellevue, and Westside.

Two procedures were used. The first was to review the status of professional negotiation in the selected districts. The other procedure was to poll teachers, administrators, and school board members, and to compile their observations in regard to negotiations to indicate the effects of the state legislation on negotiation in the various school districts.

The history, growth, and status of professional negotiations in public education in the United States was summarized in the second chapter to provide a background for the study. The Nebraska Law was outlined in this chapter also.

A review of the literature in the field was presented in the third chapter including statements by major

educational organizations. The review of literature dealt primarily with suggested roles in negotiations, scope of negotiations, trends in negotiations, and a review of available studies.

The review of professional negotiations in the selected school districts was presented in the fourth chapter. This review indicated that in the time elapsed since the Nebraska Professional Negotiation Act was passed, there had been growth in negotiations in all of the named districts. Ralston and Bellevue had adopted written negotiation agreements for the first time, with Ralston's agreement following the procedures outlined in the state legislation. Westside had negotiated within the framework of the state law without actually adopting a formal negotiation agreement between the board and the teacher organization. And the Omaha School District amended its policies to include the negotiation procedures of the state law. This would indicate that the passage of the law had influenced the formal structure of negotiations in all of these districts.

The findings were compiled and reported in the fifth chapter, and these indicated that there had been direct effects on negotiation in these districts from the passage of the state law.

It was impossible to measure growth and/or effects objectively as many things could have influenced negotiations and produced changes. Teacher militancy and the growing

interest in negotiation is reflected throughout the country. The passage of the state law itself could have been a result of these factors rather than a cause of the growth in negotiation. Certainly two years is a brief span to note effects of a law, and further studies could well be made throughout the state in another two or four year period.

John E. Lynch, Executive Secretary, Nebraska State Education Association, commented:

We have an affluent society today, one which teachers and education helped to create, and teachers want not only a share in it, but a role in shaping the share that is their due and the development of personnel policies that control their professional life. This can best be done by professional negotiations under the laws of Nebraska.<sup>85</sup>

And Ross Rasmussen, Executive Secretary, Nebraska School Boards Association, commented:

It is interesting that the final judge and jury in any negotiation between the school board and the teachers is the public. This means that we, the school boards must play this game in good faith--fair and in the interest of what is best for education within the realm of reality of the school district.<sup>86</sup>

This study measured the effect of the state law by the review of the status of negotiations in the school districts named, and by the opinions of educators and laymen within the districts. And these two methods or procedures indicated that the original hypothesis was proved, and that

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<sup>85</sup>Statement by John E. Lynch, personal interview.

<sup>86</sup>Statement by Ross Rasmussen, personal interview.

the Teachers' Professional Negotiation Act (LB 485) has had an effect on board of education-teacher relations in Omaha and surrounding school districts.



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## APPENDIX

1. What is your relationship to the public schools?  
(Teacher, school board member, principal, etc)
2. Does your school district have a professional negotiations agreement between the board of education and the teachers?
3. If so, when was it entered into?
4. If your district has a PN agreement, was there informal negotiations before this? In what way?
5. If your school district does not have a PN agreement, was there an attempt made to secure one?
6. If so, what hindered or prevented the PN agreement?
7. If no attempt was made to secure one, what was the reason for not doing so?
8. Do you feel there has been a growth in PN in your school district in the last two years?
9. Do you think the law passed in 1967 had any effect on PN in your school district? If so, how?
10. What do you think are the advantages of the present Nebraska law?  
  
The disadvantages of the present law?
11. What items do you think your school district could or would negotiate?  
  
What items do you think your district would not negotiate?
12. In your school district who does (or probably would) negotiate for the teachers?
13. Who would negotiate for the school board?
14. What part do you feel the superintendent should play in negotiations?
15. What part do you feel the principal should play in negotiations?