

# Curriculum Negotiation: How? To What End?

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I AM grateful that the assigned topic is "Curriculum Negotiation: How? To What End?" and not "Why? To What End?" That matter has been settled—or has it?

Historically, the bargaining process in our nation's public schools has undergone a rather interesting cycle in respect to curriculum and instruction. A decade ago, when teachers were just beginning to seek bargaining rights, school boards charged that it was "unprofessional" to bargain for wages and fringe benefits and that teachers, rather, should concern themselves with instructional and curriculum matters. Teachers, for their part, were preoccupied at that point in history with securing the basic bargaining rights that employees in the private sector had come to take for granted.

Having begun to secure those basic rights, teachers then turned to matters of professional significance. By this time, however, boards of education and administrators were generally taking a hard line on curriculum and instruction, referring to them as "management prerogatives."

It seems anachronistic that in 1971 school boards in New Jersey, which had bargained with their staffs for years, had to be forced by the courts to negotiate curriculum and instructional matters. While the courts have not often been asked to serve as "motivational devices" in the instructional arena, the reluctance of boards of education to negotiate these matters is notorious.

In another New Jersey case, the Trenton Education Association in late January won a significant arbitrated grievance on class size. The arbitrator, from the American Arbitration Association, ruled that the Trenton Board of Education must comply with its 1971-72 contract with the TEA and reduce by March 1 all classes in which student enrollment is more than 30. During negotiations last year the TEA agreed to forego certain welfare proposals in order to achieve the class size provision, which was one of the major bargaining issues.

Although the picture is far from bright, some progress is being made. In the two-year period from 1968-69 to 1970-71, the number of comprehensive negotiation contracts in school districts with enrollments of 1,000+ increased from 978 to 1,529 (56 percent). During the same period the number of contracts with provisions directly relating to curriculum and instruction increased by 130 percent, from 172 to 395; specific provisions establishing joint curriculum committees increased by 74 percent, from 93 to 162. The sobering fact remains, however, that only 25 percent of the contracts in force in 1970-71 had curriculum provisions of any sort, and only 10 percent provided for joint curriculum committees. This does not necessarily mean

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that negotiation in these areas is not going on; it does mean that such negotiation is not reflected in the contract.

Since curriculum is what teachers do, and instruction is how they do it, it follows that curriculum and instruction are essential elements of their daily working conditions and, thus, are appropriate subjects for the bargaining table. They cannot in all instances be dealt with in the same manner as wages and fringe benefits, but this does not mean that they should not be treated.

The variety of ways in which instructional decisions can be made within the negotiation context is limited only by the intelligence and creativity of the negotiation parties. In the words of John H. Fischer:

The development of collective bargaining, despite its power to enhance the status and improve the working conditions of teachers, could also become a threat to the freedom of individual schools to adapt to the requirements of local situations. What is called for, however, is not less bargaining or weak teacher organizations, but more imaginative contracts.

Collective negotiation can be an excellent technique to improve the quality of education, so long as the emotionalism and aura of mystery surrounding curriculum and instruction are removed. It need not prevent teachers from being innovative, nor curricula from being responsive to changing needs. Indeed, contractual provisions can facilitate innovation and adaptability.

Given the present state of the art, instructional councils (curriculum councils, educational development councils, joint committees, professional study committees, etc.) appear to be the most desirable vehicles for decision making in curriculum and instruction, so long as the recognized negotiation unit (that is, bargaining agent) has equal representation with administrative members of the council.

Certain basic principles may be enumerated with respect to instructional councils:

1. Instructional councils should work within clearly defined parameters of authority,

arrived at through the negotiation process; their existence, authority, and channels of appeal in the event of impasse should be clearly spelled out in the comprehensive contract.

2. Instructional councils should be small in size, should be funded adequately, should operate on a year-round basis, and should be facilitated by released-time and extra compensation for their members.

3. Instructional councils should be composed equally of Association-appointed and administration-appointed personnel, with full access to student, community, and other resource persons when needed.

4. Instructional councils should be auxiliary in structure to the bargaining process; unresolved matters, or matters rejected by the chief policy boards, should be referred to the bargaining table for resolution.

5. Instructional councils should make recommendations directly to chief policy boards.

6. Instructional councils should have authority to establish ad hoc subcommittees, responsible to them, in needed areas of study.

7. Instructional councils should be backed up in their work by adequate research and development facilities.

8. Individual schools and individual teachers within the school system should have the freedom to experiment within parameters established by the instructional councils.

9. Instructional councils should have sufficient funds at their disposal to encourage instructional innovation within school systems.

Adherence to the principles enumerated here will not *guarantee* success; they will not impart instant creativity—or instant intelligence—or instant understanding. It is essential that instructional councils have ample time to develop valid criteria against which new instructional devices are measured. It is essential that instructional councils be *problem-oriented* before they are *solution-oriented*. (Many committees debate solutions before finding out what the problems are!)

It is essential that instructional councils recognize, in the words of James Becker, that

... you have to negotiate for those kinds of tools that will allow teachers to reach a range of learning extremes . . . studying each learner so that [the teacher] can actually begin in a professional way to write a prescription of

learning for the individual youngster. These things can be negotiated and . . . are the heart of what must be negotiated—ways to deal in a humanistic manner with the individual learner, ways to obtain the materials and environment that will make it possible to meet the needs of an individual.

The basic model of an instructional council, with adaptations based upon the sociopolitical and bargaining history of a school district, provides a means whereby school boards and teachers via their local associations can together work out plans for *continuing* educational experimentation and change within their school districts. The potential of such councils is limited only by the imagination and intelligence of the individuals involved, the cooperation extended in terms of authority and funding, and the degree to which all parties use the process in good faith. Needless to say, if the instructional council is seen as advisory to the superintendent of schools or director of instruction, or if the staff feels patronized in any way by its structure or operation, it will be a dismal failure—or worse.

The NEA Commission on Teacher Education and Professional Standards, now incorporated into a larger unit called Instruction and Professional Development, prepared a handbook in 1971 entitled "Negotiation for Improvement of the Profession."<sup>1</sup> This handbook contains, in a number of sections and subsections, a variety of subjects that are being negotiated or should be negotiated in the curriculum and instruction area. These all relate to improving a school system's educational program. Many can be negotiated in the usual manner; others would benefit from treatment by an instructional council:

#### A. INSTRUCTION

1. Research and Development
2. Materials, Equipment, and Supplies
3. Student Rules and Regulations
4. Testing
5. Nonprofessional Duties

<sup>1</sup> National Commission on Teacher Education and Professional Standards, NEA. "Negotiation for Improvement of the Profession: A Handbook for Local Teachers Association Negotiators." Washington, D.C.: the Commission, 1971.

6. Special Programs and Supplemental Services
7. Substitute Teachers
8. Adult Education
9. Experimentation
10. Performance Contracting
11. Differentiated Staffing
12. School Evaluation

#### B. PERSONNEL POLICIES

1. Teacher Recruitment
2. Vacancies: Placement and Promotions
3. Transfers—Voluntary/Involuntary
4. Assignment
5. Scheduling
6. Student Teaching
7. Intern Teaching

#### C. EVALUATION

1. Protection from Arbitrary Action
2. Resolution of Disputes
3. Teacher Evaluation of Evaluators
4. Peer Evaluation
5. Teacher Incapacity
6. Student Evaluation of Teachers
7. Self-Appraisal
8. Academic Freedom

#### D. CONTINUING EDUCATION

1. Orientation of Staff
2. Reimbursement of Course Costs
3. Changes in Curriculum
4. Funds for Professional Materials
5. In-Service Training
6. Sabbatical Leave
7. Travel, Professional Days, Summer Workshops

While not comprehensive, the listing tends to illustrate the wide range of topics in the instructional area that should be subject to the negotiation process.

**T**eacher accountability is a phrase more and more echoed around the country. A glance at the subjects contained in the handbook will indicate that teacher accountability plays a large part in many of them. The point is this: teachers realize that responsibility is a concomitant of authority. They will be more willing to accept responsibility for results if they have a part in determining the environment in which they practice. Collective negotiations provide the means for the assumption of responsibility by *all* parties to the educational process. □

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