

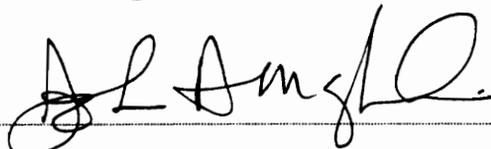
SPECIAL EDUCATION AND TEACHER UNION CONTRACTS:
AN EXPLORATORY STUDY

by

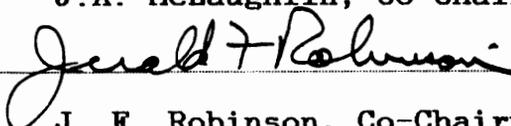
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Dissertation submitted to the Faculty of the
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in partial fulfillment of the requirements
for the degree of
DOCTOR OF EDUCATION
in
Administration and Supervision of
Special Education

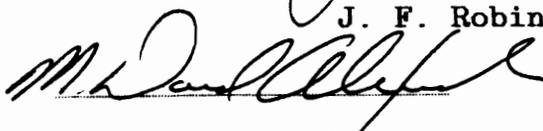
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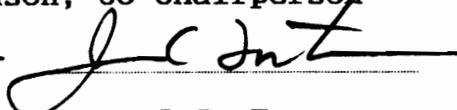
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Abstract

The Education for All Handicapped Children Act of 1975, P.L. 94, 142, resulted in many benefits accruing to learners with handicaps and their families. However, there were disputes between and among people from various sectors of the educational community regarding the implementation of the Act. In the past the local teacher union bargaining process has been used as a means through which some disputes may be rectified.

Authors have suggested that disputes regarding the delivery of services to learners with handicaps might be resolved through teacher unions' collective bargaining. The primary purpose of this study was to identify existing special education related language in "Pre" and "Post" P.L. 94-142 teacher union contracts. The secondary purpose was to examine the perceived needs of educational professionals for the development of formal school board policies and procedures on selected special education service delivery issues.

Three data collection procedures were developed. Data were analyzed, in part, by descriptive statistics. Analyses of quantitative and qualitative data obtained from three sources revealed the following three major findings:

The majority of "Pre" and "Post" P.L. 94-142 teacher union contracts contained virtually no specific special education related language. Second, all teachers' perceptions surveyed indicated that the majority of educators perceived the need for selected special education policies as either "highly valuable" or "essential" regardless of teaching assignment (special or regular education) or employment site (urban or rural). Third, teachers consistently perceived a greater degree of need for local school boards to develop selected formal special education and service delivery policies and procedures than did special education program administrators.

Recommendations for further research included a series of national surveys of unionized educational professionals to determine if these individuals can provide 1) an explanation for the inconsistency identified here between practitioners perceived need for selected special education policies and procedures and the virtual absence of any special education related contractual language in the contracts analyzed in this study; 2) what specific effect, if any, the implementation of the Regular Education Initiative (REI) has had in unionized school districts; and 3) if there is any linkage between membership on the pre-bargaining and bargaining committees and the final content of the negotiated teacher union contract.

ACKNOWLEDGEMENTS

Many people contributed to this work. Although my thanks to them will be brief, they are nevertheless heartfelt.

The co-chairmen of my Doctoral Committee were John McLaughlin and Gerald Robinson. Both individuals are exceptionally skilled editors, with the ability to tell you exactly what you meant to say but didn't know how to. Their time and effort on my behalf is greatly appreciated.

The members of my Doctoral Committee, Dr. David Alexander, Dr. Jim Fortune, and Dr. Phil Jones, all made contributions which helped improve the manuscript. I am grateful to them all for their help. I would especially like to thank Dr. Fortune for his many useful comments and insights regarding the analysis of my data.

Finally, I wish to thank my wife, Marianne, for her patience, assistance, and encouragement throughout this process. I also want to thank my three year old son, George. He somehow understood that dad really needed to "type" all those evenings and weekends. Marianne I promise to fix up the "book room" where all this writing took place. What we will have after all of the boxes are removed, I don't know. But we will find out together. And that's just half the fun.

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Chapter One

INTRODUCTION

In 1975 Congress passed The Education For All Handicapped Children Act (Public Law 94-142), hereinafter referred to as the Act. The Act was a revision of existing federal legislation, i.e., Public Law 93-380, the Education Amendments of 1974. This comprehensive federal education legislation dealt with the delivery of special education and related services to identified handicapped school age children.

In 1978 the first federal evaluation of the implementation of the Act was conducted by the U.S. Department of Education (DOE). It was part of DOE's annual report to Congress on the status of the implementation of the Act. Federal program monitors evaluated various aspects of the implementation of this landmark piece of federal educational policy. They examined the states and their respective local school districts' compliance with the Act's program and fiscal regulatory language. These federal regulations governed the delivery of special education and related services to handicapped students.

Statement of the Problem

There are strong indications that implementing the federal regulatory provisions of the Act have caused some real problems for both general and special educators who are required by state statutes to negotiate with their respective boards of education over wages and working conditions. McDonnell and Pascal (1979) conducted fifteen on site visits and analyzed contractual language obtained from a national sample of 151 public school teacher unions' contracts. They reported that:

In the majority of districts we visited school and teacher organizations reported that the mandates of PL94-142 would soon become a subject for bargaining, if they had not become so already (McDonnell and Pascal, 1979, p. 42).

Karlitz (1982) also perceived a need for labor sensitive educational policy designed specifically to allow teacher unions and management to work together to meet the federal mandates of the Act. If intra-agency cooperation between teacher unions and their boards of education does not occur, he hypothesized that:

A system designed to meet the needs of the special child could grind to a halt due to ongoing union-initiated challenges to administrative policies (Karlitz, 1982, p. 157).

Concerns over potential problems arising during local education agencies' (LEAs) implementation of the Act have also been voiced by the presidents of the American Federation of Teachers (AFT) and the National Education Association (NEA).

School boards across the nation face the task of operating under federal regulations governing the Act. These regulations mandate that LEAs operating in states that receive funds under the Act provide for the education of all identified handicapped students within their districts. Fifty states as well as U.S. territories currently receive federal monies under the Act. Entitlements are based upon their prior year's handicapped child count. When provided for in their own state's statutes, LEAs must also negotiate with their professional teaching staff over wages and/or working conditions.

Teacher unions or associations concerned over various aspects of their management's implementation of the Act, e.g., the inappropriate placement of handicapped students into regular educator's classrooms, could potentially interfere with their LEAs' implementation of the Act. This action might occur in order to benefit either their membership, the students, or both groups. Interfering with existing school board policies could be accomplished through the collective bargaining process.

Such potential special education related problems could arise during LEAs' contract negotiations with their boards of education over wages and/or working conditions.

The concerns raised by researchers, presidents of the NEA and AFT, and leaders in the field of special education administration have yet to be systematically examined. Research studies supporting the presence of "Post" Act special education language in teacher union and/or association contracts are limited. Given this dearth of "Post" Act research findings, but abundant speculations in the literature, the problem statement that guided this entire study was:

Do data exist in "Post" Act collective bargaining agreements that would support statements made in the literature as to the types of special education contractual language supposed to be incorporated in "Post" Act teachers' contracts?

Purpose and Objectives of the Study

The primary purpose of the study was to identify existing special education related language or clauses in "Pre" and "Post" Act teacher union contracts. The secondary purpose was to examine the perceived needs of educational professionals for the development of formal school board policies and procedures on previously identified special education service delivery issues.

The objectives of this study were to:

- 1) draw together and synthesize the existing literature;
- 2) identify a list of potential contract items included in collectively bargained agreements specific to the implementation of the Act;
- 3) prioritize contract items according to the frequency of occurrence in "Pre" and "Post" Act teacher union bargaining agreements;

- 4) assess the index of value of selected special education service delivery issues according to the perceptions of administrative and teacher groups;
- 5) identify similarities and differences of perceived special education issues among the various groups;

Research Questions

The following three research questions served to guide the overall development and implementation of this study:

1. Do differences exist in the contractual language of teacher union bargaining agreements ratified prior to the final implementation date of P.L. 94-142 (September 1, 1978) as compared to those formulated after this date?
2. Do differences exist between educators located in urban and rural population areas (special education teachers and regular educators) regarding the importance of having school board policies in relation to identified special education and related service delivery issues?
3. Do differences exist between directors of special education, special education teachers, and regular educators regarding the importance of having school board policies directed at special education and related service delivery issues?

Need for the Study

Literature on the influence of collective bargaining on the implementation process of the Act falls into three broad areas. The first area consists of perceptions by authors as to what should be found in "Post" Act teacher contracts (McDonnell and Pascal, 1979; Jones, 1981).

Second, predictions of what effects teacher unions' collective bargaining will have on their LEAs' implementation of the Act (Shanker, 1980; Mitchell, Kerchner, Erck, and Pryor, 1981; Royer, 1976; NEA, 1978; and Karlitz, 1984). Finally, the outcomes of one "Post" Act special education collective bargaining research studies (Alexander, Bond, & Stoffer, 1979).

There exists a gap in the literature between what are hypothesized to be the effects of local school districts' collective bargaining on the implementation process of the Act, and what actually has occurred at the LEA level. Additional research in this area should allow both practitioners and researchers to narrow this gap.

No study has yet examined the content of matched pairs of "Pre" and "Post" Act teacher contracts for the presence or absence of "Pre" Act special education related language. The intent of such an analysis would be to determine what affects, if any, LEAs' implementation of the Act has had on the "Post" Act written outcome of their contract negotiations process, i.e., the signed collective bargaining agreement.

This study was an initial attempt to collect, assemble and analyze formal data. These data were obtained from the final outcomes (signed labor contracts) of the collective bargaining process between teacher unions or associations, and their employers.

Contract data were analyzed in relation to the presence or absence of selected special education service delivery issues.

Very little research effort has been placed on examining local school districts' collective bargaining agreements in an attempt to determine if they have actually affected the implementation process of the Act. This inconsistency in the literature may be attributed, in part, to a lack of specific information concerning the types of federal special education policy issues perceived by teacher organizations as being important enough to their memberships to be included within their "Post" Act contracts. The present study attempted to provide specific information to fill this void in the federal education policy implementation literature.

Assumptions

This study was predicated based on the following assumptions:

1. The sample of teachers and directors of special education from which the educational policy survey data was drawn had varying degrees of information about the Act, special education, handicapping conditions, and the educational needs of handicapped children.

2. Intraorganizational conflict is an inherent component of any management and labor collective bargaining process (Walton & McKersie, 1965). Therefore the final version of any collectively bargained contract reflects each side's internal and external conflict resolution strategies. The resolution of union and management conflicts may not always produce "best educational practices" with regards to the education of either regular or handicapped public school age children.

Limitations of the Study

This study examined the promulgation of federal regulatory statutes governing the implementation of the Act. It also examined subsequent changes, if any, in the contractual language contained in LEAs' "Post" Act teacher union agreements. However, the act of examining the content of teacher contracts for the existence of special education related language does not infer the existence of a direct causal link between LEAs' local implementation of federally mandated educational policies and changes in the content of unionized school districts collective bargaining agreements. Caution should therefore be exercised before determining that any identification of special education related contractual language in "Post" Act teacher union contracts was caused solely by the passage and implementation of the Act.

Alternate factors, e.g., pre-existing state statutes governing the implementation of special education services within a specific state, may predate the Act. They may, however, contain many of the regulatory requirements of the Act.

They could have been designed due to local advocates' lobbying their state's legislators for laws designed to facilitate the education of handicapped students; or in response to an existing state's case law decisions and/or consent agreements. State statutes may also have been purposely redesigned after the passage of the Act to mirror many of the federal regulatory requirements of the Act. As such, contractual language contained within "Post" Act teacher union contracts may reflect both state and federal statutory requirements governing the education of handicapped students.

This study was also designed, in part, to assess the perceptions of selected rural and urban educational personnel (both regular and special education teachers and special education program directors) on specific special education policy issues. No attempt was made in this study to scientifically examine the causes and effects of the perceptions of these groups of educators and program managers. As mentioned before, caution should be exercised before generalizing any findings based upon special education policy issue(s) perception data.

Definition of Terms

P.L. 94-142. The Education for All Handicapped Children Act of 1975. Federal legislation passed by the 94th Congress. Its four major purposes were to guarantee the availability of special education programming to handicapped children and youth who require it. Assure fairness and appropriateness in decision making about providing special education to handicapped children and youth. Establish clear management and auditing requirements and procedures regarding special education at all levels of government. Financially assist the efforts of state and local government through the use of federal funds (Jones, 1981, p. 17).

Handicapped Children. Mentally retarded, hard of hearing, deaf, speech-impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, other health impaired, deaf-blind, multi-handicapped, or as having specific learning disabilities, who because of their impairment need special education and related services (34 CFR Part 300.5, Subpart A).

Special Education. Specially designed instruction, at no cost to parents or guardians, to meet the unique needs of a handicapped child, including classroom instruction, instruction in physical education, home instruction, and instruction in hospitals and institutions (34 CFR Part 300.14, Subpart A).

Related Services. Transportation, and such developmental, corrective, and other supportive services as are required to assist a handicapped child to benefit from special education, and includes speech pathology and audiology, psychological services, physical and occupational therapy, recreation, early identification and assessment of disabilities in children, counseling services, and medical services for diagnostic or evaluation purposes. The term also includes school health services, social work services in schools, and parent counseling and training (34 CFR 300.13, Subpart A).

Regular education teachers. Individuals responsible for the instruction of the majority of pupils in public schools in grades Kindergarten through grade 12 (Clarke, 1976, p. 13).

Special education teachers. Individuals responsible for the instruction of students identified as handicapped under federal (P.L. 89-313 and P.L. 94-142) and states' educational statutes.

Collective Bargaining. Section 8(d) of the National Labor Relations Act as amended by the Labor Management Relations Act states, in part, that to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of any agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or to require the making of a concession (Elkouri and Elkouri, 1982, pp. 421-22).

Teacher contract. A written, signed agreement arrived at as a result of negotiations between a teachers' organization and a school board, which sets the conditions of employment (the environment in which a person works, and the rules and regulations under which he or she works). Other terms, i.e., collective bargaining agreement, contracts, or agreements will also be used in this study in the same context (Clarke, 1976, p. 12).

Teacher Union and/or Association. A formal organization of employees who are the sole and exclusive bargaining representative for all licensed and/or certified professional employees with respect to wages and other conditions of employment in their workplace.

School Board Policy. A definite course or method of action ratified by a quorum of school board members from among alternatives in light of given conditions to guide and determine present and future decisions. A collective bargaining agreement upon mutual ratification by the two parties negotiating the contract becomes official school board policy.

Organization of the Study

Chapter Two consists of a review of the literature. Chapter Three contains the research design and methodology of the study. This includes information on the samples, contract rating and policy survey instruments, the data collection and analysis procedures. Chapter Four presents the results and analyses of the data.

Chapter Five details a summary of the study, the findings, conclusions drawn from these findings, and a discussion of the conclusions and recommendations derived from this research study. Directions for future research are also presented.

Chapter Two

Review of the Literature

The original framers of the U.S. Constitution left responsibility for developing, funding, and implementing public schooling to each individual state's executive, legislative, and judicial governing bodies. As such the involvement of the federal government into each state's local educational practices did not occur overnight. By reviewing the historical perspective of federal intervention, it is possible to gain some understanding of when, how, and why the federal government became involved in the states' public schooling process. Without some prior knowledge of these federal historical antecedents, some of which paved the way for the passage and implementation of the Act, it may be difficult to understand the scope of the changes that the implementation of P.L. 94-142 brought about at the local school district level.

Historical Development of Federal Education Policies

The roots of the federal government's movement into the domain of state controlled public education policies can be observed in the initial discussions held by James Madison, Charles Pinckney, and others during the drafting of the U.S. Constitution.

At that time there was serious debate initiated by Madison and others over the need to establish a national university. The proponents of this project wanted it to be included within the Constitution under the powers given to the federal government.

Madison, Pickney and their associates were unsuccessful in their initial attempts to include direct federal involvement into the process of higher education. However, in the nineteenth and early twentieth century the federal government did intervene into the heretofore state only realm of public higher education. During this time period federal educational dollars were earmarked for use in the areas of agriculture and mechanical arts. A renewed interest by the federal government in fostering these types of higher education programs was instrumental in Congress passing the First Morrill Act in 1862. Twenty five years later the Hatch Act was passed, and three years later the Second Morrill Act.

In 1914 Congress continued its support of post secondary education with the passage of the Smith-Lever Act. With the passage and implementation of these pieces of legislation, the Congress began a process of designing national educational policies. These actions served to promote post secondary higher education programs for the teaching of agriculture and mechanical arts in every state in the country.

It also supported experimental research in agriculture along with adult cooperative extension services. Congress accomplished these objectives through the provision of federal dollars specifically earmarked for public education use by the states.

The provision of educational services to public school students by their respective state governments must be in compliance with existing federal & state constitutional and case law. However, the tenth amendment has always reserved policy leadership in public education solely to the individual states.

In 1973 the Supreme Court heard arguments over the constitutionality of the financing of public education in San Antonio Independent School District v. Rodriguez, 411 U.S. 1 (1973). The court refused to find that disparities in spending patterns for public school students violated the equal protection clause of the Constitution. It was also unwilling to consider education "a fundamental right within the protection of the equal protection of the laws clause of the Constitution." Although the financing and control of the public schools is not dominated directly by the federal government, several major national educational policies were developed and implemented during the late 1950s and mid to late 1960s.

Three examples of these types of federal educational aid programs are the a) original Elementary and Secondary Education Act (ESEA), b) Title III, Innovative Projects and c) Title VII, Bilingual Projects. These indirect actions on the part of the federal government extended federal education policy making into the realm of formulating innovative national educational policies to be implemented at the LEA level. The direct effect on those states implementing federal educational policies using federal funds was to either modify or expand upon many of the existing LEAs' educational services to students.

Since the mid-1950s the federal government has continued to expand its indirect role as an agent of change in our nation's public schools. It has also provided funding to those local school districts who participated in a variety of federally sponsored educational programs.

Congress, after having become involved in the process of public schooling, i.e., developing policy and then funding those states that chose to implement various national educational programs, requested that various national evaluation studies be conducted. Congress was attempting to determine the effectiveness of the various categorical and non-categorical educational programs receiving federal monies.

National evaluation studies have been conducted (primarily by private sector contractors) on such diverse federal programs as the Indian Education Act, and the Comprehensive Education and Training Act (CETA). This study examined an extensive series of several year, multiprogram evaluation studies.

Evaluations of LEA based Federal Educational Programs

The Rand Corporation conducted a series of national program evaluation studies for the United States Office of Education during the mid to late 1970s. The purpose of which was to attempt to assess outcomes of efforts at educational change in four major federally sponsored programs. They were 1) ESEA, Title III, Innovative Projects; 2) ESEA, Title VII, Bilingual Projects; 3) Vocational Education Act, 1968 Amendments, Part D, Exemplary Programs, and 4) the Right-To-Read Program.

The unit of analysis selected by the Rand Corporation's program evaluators was the local school district. Within each school district the perceptions of individual teachers, administrators, school board members, parents, etc. were collected as part of the data gathering process.

One of the major findings reported from these evaluations was that successful local implementation of federal educational policies was accomplished only with the direct support of local staff members (classroom teachers, building level administrators, service personnel, assistant superintendents, superintendents, etc.). These findings are supported by additional research studies (Hawley, 1978; Weatherly and Lipsky, 1978; Divoky, 1979; Williams, 1980; Mitchell, Kerchner, Erck, & Pryor, 1981; and Rogers, 1971, 1983).

Without the direct support of professional educators, the educational programs being implemented at the LEA level bear little resemblance to the federal educational policies that generate them. Increasing the levels of federal financial support for implementing these national educational policies was not found to be directly related to the effectiveness of the federal program. Additional federal funding did not consistently purchase more committed teachers, concerned principals, or effective program directors.

The Rand program evaluators found that "project outcomes reflected not the amount of funds available, but the quality and behavior of the local staff" (Sarason, 1982, p. 75). Berman and McLaughlin (1978) were responsible for directing the Rand Corporation's multi-year evaluation project.

Sarason (1982) summarized their findings:

Federal change agent policies had a major effect in stimulating local education agencies to undertake projects that were generally consistent with federal categorical guidelines. ... But the adoption of projects did not insure successful implementation; moreover, successful implementation did not guarantee long-run continuation. ... The net return to the federal investment was the adoption of many innovations, the successful implementation of few, and the long-run continuation of still fewer (with the exception of the special case of bilingual projects, where federal and state funding continues to be available) (Sarason, 1982, p. 74).

The single most important factor that emerged from these evaluation studies as being critical for the successful long-term local implementation of federal educational policy was the support of the local districts' professional staff. Classroom teachers through their behaviors at their workplace can either make a federal educational program very successful or seriously hinder its local implementation. The outcomes of the Rand Corporation's evaluation studies imply that organized teachers, regardless of the concerns of local, state and/or federal program administrators, could be a critical group (either pro or con) in determining how effectively the Act was implemented in their local school district.

Formal teacher organizations have existed for over one hundred years. The National Education Association (NEA) was founded in 1857. Its sister organization, The American Federation of Teachers (AFT), was formally organized in 1916.

Labor organizations may be perceived by teachers as important mechanisms for bringing about improvements in their wages and working conditions. If a majority of the nation's school districts function under collective bargaining agreements with their professional staff members, it could be expected that teacher organizations would attempt to influence management's implementation of educational policies and procedures that may adversely effect their members. Therefore, it is important to examine the rationales and estimated size of teacher organizations in public education in order to look for potential effects by labor organizations on the implementation of the Act.

Rationales given by teachers for joining labor organizations

The reason(s) given by classroom teachers for becoming a member of their local education agency's teacher union or professional association are diverse. They are based, in part, upon the perceptions that teachers hold concerning the benefits and/or drawbacks of employee organizations. In addition to these perceptions, classroom teachers also consider, to some degree, the social, political, and economic effects of the unionization process on themselves and their workplace.

The placement of any individual teacher on a union membership benefit/loss continuum can be thought of in terms of to what degree does membership in the labor organization allow individuals to accomplish their personal and professional goals within their workplace, i.e., the public schools.

During their national survey of Kindergarten through 12th grade classroom teachers, Feistritzer, Quelle & Bloom (1986) polled educators on their perceptions towards unionization and its effects on the workplace. They reported that:

Teachers have more favorable views of unions and what they can do for their members than do employed adults in the U.S. generally. While 54% of employed adults say unions stifle individual initiative, only 43% of public school teachers agree (Feistritzer, Quelle & Bloom, 1986, p. 45).

The biggest difference between teachers and employed adults generally is their attitude about the importance of unions in getting fair treatment from employers. Only 25% of public school teachers, compared with 58% of the adult workers agreed with the statement "Most employees today don't need unions to get fair treatment from their employers." The agreement was uniform across all age groups for public school teachers (Feistritzer, Quelle & Bloom, 1986, p. 45).

All groups are in agreement that "unions improve wages and working conditions of workers" -- 82% of public school teachers, 71% of private school teachers, and 73% of employed adults. There were no significant differences across all age groups for public school teachers (Feistritzer, Quelle & Bloom, 1986, p. 45).

They found that 80% of all classroom teachers were either American Federation of Teachers (AFT) or National Education Association (NEA) members: (70% NEA, 10% AFT).

The 1987 NEA Survey of classroom teachers found that out of a national sample of 1,291 teachers polled, 76.5 percent indicated they were members of either the NEA or AFT.

The consistency of the findings from both studies indicates that one could expect that over 75% of all classroom teachers working in both negotiating and non-negotiating states throughout the United States are either teacher union or association members. These results suggest that the majority of teachers evidently perceive them as important mechanisms for bringing about improvements in wages and/or working conditions. Neither survey differentiated between teacher "unions" and/or "associations" that 1) engaged in state sanctioned collective bargaining practices based upon existing state statutes(s); or 2) are limited or not guided at all by state statutes.

The studies cited above have dealt primarily with examining the perceptions of individual teachers. The two largest national teacher organizations, the NEA and AFT, have not been silent with regards to their perceptions of the potential effects of the implementation of the Act in our nation's public schools. Consequently, local NEA and AFT teacher organizations have been exposed to their national parent organization's viewpoints on the effects of the implementation of the Act.

Therefore, it is reasonable to expect that local teacher bargaining units may have incorporated into their own labor contracts special education related language dealing with concerns expressed by their national labor leaders.

Teacher union/association perspectives on the implementation of the Act

Several researchers have examined how local school districts' collective bargaining behaviors affect the delivery of special education services to handicapped students (Sosnowsky & Coleman, 1971; Corey, 1975; Clarke, 1976; Stewart, 1978; Alexander, Bond, and Soffer, 1979). These individuals are not alone in their concern over the need to increase the amount of direct teacher involvement in the planning and implementation of school policies and procedures designed to implement the Act in our nation's classrooms. These same types of issues have been raised by the largest national teacher union and professional teacher association in the United States.

The AFT is the largest national teacher union in the country. It was founded in 1916, and reported a 1990 membership of 750,000 individuals. The AFT has spent a considerable amount of time and effort addressing the impact of the Act and its provisions for least restrictive environment (LRE).

In 1977, two years after the passage of this federal legislation, Albert Shanker, president of the AFT, wrote to Federation leaders saying that:

the AFT national policy supports the least restrictive environment concept ... when it is implemented under proper conditions. He warned, however, that the safeguard against abuses of mainstreaming in the regulations are very weak.

In the text of his letter he urged local AFT leaders to document abuses such as:

... wholesale return of special education students to the regular classroom, firing of special education personnel, the lack of inservice training for regular teachers and high class loads which lessens the quality of education received by both regular and special children.

That same year, Shanker also wrote to the Bureau of Education for the Handicapped (BEH). In his letter to BEH he urged that 34 CFR Part 300.132, Subpart B of EHA's regulations be reviewed to:

consider any potential harmful effects on the child or on the quality of services the child needs ... (and to) prohibit placement of children in settings unprepared to meet their needs. (He concluded that) (w)e are disturbed by the reports from all over the country that least restrictive environment (LRE) placements are already being made with little regard to the welfare of special and regular children.

In 1980, three years later, Shanker writing in the August issue of The Exceptional Parent again expressed his concerns over potential problems inherent in implementing the Act at the local district level.

What emerged from the AFT president's writings was a three-fold set of his fears concerning the effects of the implementation of the Act on the working conditions of classroom teachers employed in the public schools.

They are:

1. **Effective use of LRE.** Interpretation and abuse of the LRE concept with the dismantling of residential, regional, and self-contained classroom programs for handicapped. AFT seeks assurances that special education funds will follow the handicapped child who is mainstreamed with adequate support services.
2. **Class size limits for regular educators.** The lack of specific clauses included in collective bargaining agreements limiting the number of handicapped students allowed in regular classrooms. They support mainstreaming or LRE but "only when it is in the best interests of the child, (Also, perhaps only when it is in the best interests of the AFT and their membership?) and only when proper steps have been taken to assure that teachers, students, and the regular classroom all are prepared for meaningful change."
3. **Appropriate Placement of Handicapped Students.** The placement of handicapped children by school administrators in regular classrooms rather than more appropriate and costly special education programs in order to save the school system money.

The National Education Association (NEA) also shares Shanker's concerns over potential hazards inherent in the implementation of the Act. The NEA is the largest professional teacher association in the United States. It was founded in 1857, and reported a 1990 membership of 2,000,000 individuals. This professional association also shares Shanker's concerns over the potential hazards inherent in the implementation of LRE or mainstreaming.

In 1976, shortly after the Act had been passed, NEA president John Royer cautioned that mainstreaming could swell class rolls and advocated reduction of pupil/teacher ratios, along with thorough preparation of both regular and special education teaching staff for their new roles under the Act. In 1978 as part of NEA's concern over the impact of P.L. 94-142 on our nation's classrooms, they completed A Study Report, Education For All Handicapped Children: Consensus, Conflict And Challenge. In it the NEA cited several areas of potential conflict in the working conditions found within our nation's classrooms.

Conflict, if it arose, was predicted to be the result of the local school district's implementation of the Act and the subsequent demands placed on the classroom teacher. The NEA perceived three potential areas of conflict. They are:

1. **Time Limitations.** The amount of time required to write, confer about, review and evaluate the IEPs for all the children who need them tends to reduce the time the teachers can spend with those children, thus jeopardizing the purpose of this provision - to meet the unique needs of each child.
2. **Excessive Paperwork & Professional Staff Time.** Due process requirements threaten to choke the already over-paperworked system with a maze of consent and report evaluation forms and to consume inordinate amounts of professional staff time once again seriously curtailing the time available for direct student-teacher contact.

3. Need for Adequate Numbers of Qualified Staff. Without adequate numbers of professionally qualified staff, it is not practically possible to provide an appropriate education to meet the varying needs of either the first or second priority children during 1977-78 school year - which means that some second priority children will still be waiting for that education in 1978-79 and perhaps for more years than that.

While those potential conflicts in the area of working conditions were first raised over eleven years ago when the implementation process of the Act was first beginning, they have yet to be systematically studied by the NEA.

What is not yet known is whether or not these professional concerns from both organization's national perspective actually became real-life bargaining issues at the local school districts' level. J. A. Falzon (personal communication, March 20, 1985), Research Associate, Economics & Collective Bargaining, NEA Research Division stated that:

Not very much was done by NEA on the bargaining implications of the Act (PL 94-142) as it affected each district in a different way. Many of our state affiliates (and locals) may have produced some sort of guidance document, unfortunately, I am not aware of them.

In a similar manner, the AFT has not focused in on special education related issues. J. G. Ward (personal communication, October 5, 1984), Director of Research, American Federation of Teachers wrote:

My sense is that the contract provision you are seeking relating to special education issues are quite rare. Nonetheless, you might find it worthwhile to examine the contracts in our files to determine if any such provisions do exist.

It is possible that the implementation process for the Act may have created special education related labor management conflicts. However, while they are quite real within the organization, union members for various reasons, have neither found nor needed to use the collective bargaining process as a vehicle to resolve these types of issues. A second possible explanation might be that one or the other party does not have the "power" and/or direct support of a majority of their membership (either teachers or school board members) nor their chief negotiator. Without such backing neither party would ever allow any special education concerns to be initially raised as a topic for discussion. This would be an example of what Walton & McKersie (1965) have described as intraorganizational bargaining tactics. It is also possible that special education issues reach the bargaining table only to be traded or given away for more "politically" favorable gains such as one additional variable no-cause day, or an increase in employee medical and/or dental coverage.

In order to understand why certain special education issues eventually reach the bargaining table, some knowledge of the dynamics underlying the collective bargaining process would be helpful. The seminal behavioral theory in the field of industrial relations was derived by Walton & McKersie (1965).

It describes their conceptual framework of the processes involved in labor negotiations.

Recent research into the current status of Walton & McKersie's (1965) original work by Tracy & Peterson (1986) confirms that their original theoretical constructs and comprehensive theory are still very useful. Its focus is still on understanding the social and interpersonal aspects of collective bargaining behavior in the workplace. The present study used Walton & McKersie's construct of intraorganizational bargaining. This concept was used in an attempt to understand the outcome behaviors of local school districts' labor and management negotiation committees, i.e., the written, ratified teacher contract.

The Walton & McKersie model

Conflicts between and among members of groups is inherent in the practice of contract labor negotiations. The very act of labor and management leaders jointly meeting to discuss what labor issues may or may not be included in a contract, and what specific contractual language will be used to describe how both parties will deal with these issues, generates both intra and inter group conflict.

The interpersonal communications process of finalizing what issues and language are to be contained within the collective bargaining agreement engages the leaders of both groups (and their respective constituents) in an ongoing process of conflict and the concomitant development of conflict resolution strategies.

Walton & McKersie (1965) developed their conceptual framework based upon an eclectic approach to theory building. They drew from three major disciplines. They used 1) economics; 2) mathematics (game theory); and 3) social psychology as the basis for their theory building. Private sector labor negotiations' case histories were used by the authors to develop and illustrate their theory. It is primarily descriptive in nature. The authors suggested that their theoretical framework could also apply to labor negotiations in the international and civil rights arenas.

They developed their theory in one of the first attempts to integrate and describe the processes involved in contract negotiations. Earlier studies in labor negotiations had focused primarily on measurable economic bargaining outcomes such as contract wage increases.

Walton & McKersie's (1965) work presents labor negotiations as one example of social negotiations. They defined social negotiations as "the deliberate interaction of two or more complex social units which are attempting to define or redefine the terms of their interdependence" (Walton & McKersie, 1965, p. 3). The phrase "social negotiations" was selected in order to stress the belief in the attitudinal and organizational aspects of the negotiations process.

Using their conceptual framework, labor negotiations are seen as being composed of four systems of activities. All four systems operating simultaneously. Each with its "own function for the interacting parties, its own internal logics, and its own identifiable set of instrumental acts or tactics" (Walton & McKersie, 1965, p. 4). They refer to each of the four systems of activities as a subprocess. They are 1) distributive bargaining; 2) integrative bargaining; 3) attitudinal structuring, and 4) intraorganizational bargaining.

Distributive bargaining is the actual activities engaged in by either group to attain their party's goals when these goals. This type of bargaining assumes adversarial role behavior between each group. This behavior is caused due to basic conflict between each group over the needs of the other group.

Group conflicts, occurring under distributive bargaining, are usually generated over economic and/or the rights and obligations of either group towards the other.

Integrative bargaining is the process of finding common or complementary issues and/or interests that exist between both groups. Once identified, these common concerns can become the focus of joint union/management problem solving approaches. Neither direct nor indirect conflict occurs between either group during this type of bargaining. While intergroup conflicts are reduced under integrative bargaining, both parties are still dealing with either economic or the rights and obligations of one group towards the other.

Attitudinal structuring is the degree to which the attitudes held by each of the bargaining groups' members towards the other affects their "friendliness-hostility, trust, respect, and the motivational orientation of competitiveness-cooperativeness" (Walton & McKersie, 1965, p. 5). In other words, how each group's existing belief systems interact to either facilitate or interfere with the negotiation's process.

Intraorganizational bargaining is the process by which consensus is reached within each group.

This is the process by which the expectations of the group members are brought into alignment with those of its chief negotiator.

In their original formulation of this concept Walton & McKersie (1965) define this as a one way process. Consequently, the chief negotiator must balance two sets of demands. One from his own people and the other from across the bargaining table.

Conflict can occur at two levels during intraorganizational bargaining. Walton & McKersie (1965) suggest that this conflict results from "differing aspirations about issues and differing expectations about behavior" (Walton & McKersie, 1965, p. 6). This form of bargaining is unique in that it does not exist outside of either group. It is limited to occurring solely within each group, and only occurs when each group is dealing with its own internal bargaining behaviors. It is a sort of one-way street bargaining in which the chief negotiator attempts to influence his or her bargaining committee members' perceptions on selected bargaining issues. The reverse of this process never occurs according to Walton & McKersie's (1965) original theoretical work.

Recently, Tracy & Peterson (1986) have suggested that Walton & McKersie's (1965) original formulation of intraorganizational bargaining should be re-examined.

These authors believe that intraorganizational bargaining functions as a two-way process. It is not just each group's negotiators attempting to influencing their own groups.

Each group's membership may also be attempting to influence the behavior of their chief negotiator. This may be one of the chief activities that occurs during each group's individual caucus sessions. If intraorganizational bargaining is a two-way process, an individual union member's input on how the negotiator should deal with management's proposals may be even more important than originally postulated by Walton & McKersie (1965). It is possible that during this point in the collective bargaining process a member of the union's bargaining committee with special education work experience could actively "lobby" his or her chief negotiator and the other committee members. This "lobbying" effort could be to either include or exclude some specific contractual language dealing with special education concerns. This type of intraorganizational effort could potentially payoff in specific special education contractual language being added, deleted, or modified in the next collective bargaining agreement. Such changes in contract wording could deal specifically with special education issues of concern to either a subgroup of the union's membership or all union members.

Contractual language dealing with the Act's provisions for implementing Least Restrictive Environment (LRE) educational placements aka "mainstreaming" would be one example a special education issue that might potentially effect all classroom teachers within an LEA.

The present study used the concept of intraorganizational bargaining in an attempt to better understand the presence or absence of any special education related content that may be identified in the "Pre" and/or "Post" Act teacher union contracts. The other three subprocesses, while potentially ongoing during any contract negotiation's session, do not directly focus on the intra group dynamics of the bargaining process. However, success or lack of it in either distributive or integrative bargaining will impact on intraorganizational bargaining. Within the intraorganizational group bargaining process decisions are made over what items should be included within a proposal to the other side, or receive so little initial support from the caucus members and/or the chief negotiator that the other side never hears about the proposal at the bargaining table.

An examination of the literature indicates that the analysis of any special education related intra group bargaining practices has yet to be studied. However, several researchers have examined states' existing or "Pre" Act special education statutes. This was done in order to understand what changes, if any, occurred in the delivery of special education services due to LEAs' use of collective bargaining practices. An understanding of the existing "Pre" Act special education collective bargaining issues is important. By examining these data the researcher may be able to delineate existing "Pre" Act state special education service mandates from later "Post" Act national special education service mandates. Consequently, the results of an analyses of the existing "Pre" and "Post" Act special education collective bargaining studies are detailed below:

"Pre" Act Special Education Related Collective Bargaining

Prior to the passage and implementation of the Act only a small number of of researchers (Sosnowsky & Coleman, 1971; Cory, 1975; and Clarke, 1976) had examined the contents of teacher union contracts with regards to how these agreements affected the delivery of special education to handicapped youth.

Sosnowsky & Coleman (1971) were the first to examine systematically 71 contracts obtained from three Michigan counties for provisions relating directly or indirectly to the delivery of special education services. They found that 43 (over 60 percent) of the teacher union contracts contained provisions dealing with student discipline and control of disruptive students.

Emotional disturbance or disruptive behavior were identified as the handicap most often cited in the contracts examined in their research. The researchers reported that contractual language was more targeted towards removing students from their existing programs than individualizing their educational programs to address existing behavioral problems. The authors noted that "contract provisions are frequent and clear in expressing intolerance toward 'problem' behavior."

Sosnowsky and Coleman concluded that:

the collective bargaining process, for the most part, had not enhanced the field of special education, although, on the contrary, it seems to have been somewhat beneficial to the special education teacher. As for special education programming, traditional and outdated concepts prevade contractual provisions and/or merely repeat existing state guidelines (Sosnowsky & Coleman, 1971, p. 613).

Corey (1975) expanded upon the initial work of Sosnowsky and Coleman (1971). As part of his doctoral dissertation, he analyzed 68 collective bargaining agreements for the presence of contractual language that had a direct effect on the delivery of special education services in the State of Michigan. He also examined the perceptions of Michigan directors of Special Education as to the effects of teacher union contracts on the field of Special Education. This study was completed prior to the passage of the Mandatory Special Education Act in Michigan (PA 198 of 1971). He concluded that:

1. The vast majority of special education staffs were covered by negotiated agreements.
2. The special education staffs were not adequately represented in the collective negotiation process.
3. There was little support found in the contracts for an integration of special education and regular students.
4. A number of contract items had a potentially detrimental effect on the educational programs of handicapped children.
5. Special education programs have not been notably affected by the collective negotiations process.
6. There was a lack of involvement of special education administrators in the collective negotiation process (Corey, 1975, pp. 116-117).

During the mid-1970s other researchers, located in different states, began to examine the collective bargaining process as it interacted with the delivery of special education to handicapped youth.

Clarke (1976) studied the positive and/or negative implications present for special education in five selected Indiana school districts' collective bargaining agreements. Like Corey (1975) her research occurred prior to the implementation of the Act. It also occurred prior to the implementation of Indiana state legislation P.L. 217. Through its enactment of P.L. 217 the Indiana State Legislature required school boards to negotiate wages, salary, hours, and salary-related fringe benefits. Under P.L. 217, Indiana Boards of Education could elect to discuss working conditions, programs, student discipline, textbook selection, and other issues of concern to both parties.

Clarke analyzed five selected Indiana teacher union contracts to determine whether the clauses in the contracts held positive or negative implications for handicapped children. Along with her own analysis, she utilized a "jury" or panel of independent judges composed of acknowledged experts in the field of special education. She did this in order to control for the potential bias in the identification of contract clauses deemed to have implications for handicapped youth.

As a result of her research she concluded that there were more contract clauses deemed to have positive implications for special education than negative implications. However, when these same contract clauses were analyzed by her "jury," they perceived more clauses to have negative implications rather than positive ones.

Clarke combined the final rankings given her sample of contracts by her jury (panel of experts) and herself. She did this to further examine the contract clause rating differences identified between her panel of raters and herself. This procedure allowed her to identify one contract clause as having the most positive implication for the field of special education. It was designed to aid children having physical, mental or emotional problems by increasing the number of special education teaching staff. The same combination ranking process identified one contract clause as having the most negative implication for the field of special education. The language in this contract's clause dealt with severe student discipline problems. The result of implementing this portion of the teacher contract was that some children were disciplined quite harshly.

When such a severe discipline case occurred and the child's actions were highly disruptive, every effort for some other placement of the child or the complete removal of that child would be made by school district personnel.

Clarke's conclusions suggest that in a "Pre" Act legislative environment, it is quite possible that an unidentified handicapped student, e.g., one whose behavior did not conform to the norm expected by school authorities, could be removed from his or her existing school program. If this occurred without the direct intervention of either special education or supportive service personnel, the student would very likely cease to attend any public school. Such a student would likely become a school system dropout.

The State of Indiana did have statutes governing the operation of all of its special education programs. However, during this time period there were no comprehensive federal statutes that had set up a series of national, if somewhat minimal, standards for monitoring a state's delivery of educational services to handicapped youth at the LEA level. Consequently, there was no federal statutory basis for curtailing potential abuses or misuse of existing contract language by either labor (teachers) or management (boards of education).

In this "Pre" Act legal environment, the role of the monitor or advocate within the school system for the concerns of the teachers working with handicapped children was perceived by Clarke to fall to the special education teacher and/or program supervisor. One of the primary implications of her findings was that "school corporations in providing services for exceptional students should (have) an awareness of the concerns of special educators at the negotiating table" (Clarke, 1978, p. 270).

She indicated that it was possible that handicapped students could be denied an education due to the adherence of labor and management to contract language developed without meaningful input as to its effects on all the students present within the local school system. She further suggested that meaningful input and feedback to labor and management's contract negotiation teams during bargaining sessions could be accomplished through "the presence of a person knowledgeable in special education, or a consultant or supervisor of special education" (Clarke, 1976, p. 270). She seems to be suggesting that a member of the management team, i.e., a special education supervisor (who while not traditionally thought of as being a member of management is usually excluded from the teacher bargaining unit) be given this responsibility.

Management usually does not advocate for employees' needs during the collective bargaining process. It is far more likely that if either the special education program administrator or program supervisors were on the contract negotiating committee, they would represent the interests of the school board and its central administration. In this instance it would be the responsibility of both regular and special education teachers to inform their union's contract negotiations team members of their own special education concerns.

Clarke's recommendations and implications were based upon her study of five selected Indiana school districts. Her research was conducted in a "Pre" Act labor relations environment. Her findings, and research implications have yet to be examined on a national scale in the "Post" Act unionized public school workplace.

The impact of the implementation of the Act on the collective bargaining process at the local district level initially received very little attention in the professional literature. It was not until the late 1970s and early 1980s that researchers began to study and/or extrapolate the effects of this piece of federal educational policy legislation on public school collective bargaining processes.

The results of an review of the pertinent special education and collective bargaining literature is presented below.

Post Act Special Education Related Collective Bargaining

Stewart (1978) in her doctoral dissertation examined the problems faced by school administrators who worked under joint state and federal legislative mandates. These statutes required that school districts provide for the education of handicapped students within the mainstream of general education. She analyzed 142 local and 19 intermediate school districts' teacher union contracts drawn from the State of Michigan. Based on the analysis of data collected from either her telephone or personal interview survey of the NEA UniServe Directors, who represented 142 of the school districts previously selected, Stewart concluded that most general educators did not feel adequately trained to deal with mainstreaming handicapped students into their classrooms.

Additional resources (money, time, and trained personnel) were needed by the local school districts if the "wishes, concerns, and demands" of those teachers dealing with mainstreaming are to be met by the local districts.

She hypothesized that over the coming years school administrators were going to have increased problems in dealing with both the perceived and real problems that their teaching staffs face in educating handicapped students within the mainstream.

Alexander, Bond, and Soffer (1979) studied the specific impact of the Act on collective bargaining at the local school district level. They utilized a mail questionnaire to survey an expert panel drawn from the educational leadership in nine selected states. The researchers chose as their sample individuals affiliated with public schools, Institutes of Higher Education (IHEs), and teacher organizations. Based on results returned from seven of the nine states, they concluded that the special education issues most likely to surface during the collective bargaining process were teacher involvement in the planning of policies and procedures which affect their classroom, and class size, i.e., pupil/teacher ratios.

A major limitation in the generalizability of the findings from this study was:

the degree of state involvement in educational collective negotiations as represented by the expert panel ... (fell) along a continuum from no collective bargaining to long standing, highly organized bargaining (Alexander, Bond, and Soffer, p. 2).

The authors' findings consisted of perceptions of what experts "believe" will be the effects of the Act on the collective bargaining process.

The perceptions of those experts living in those states with no collective bargaining experiences are confounded with perceptions from experts who have had actual experiences with the effects of the Act on the collective bargaining process.

A second concern that further limits the generalizability of this study are the characteristics of this study's sample. It is questionable to expect that individuals employed at IHEs would have had a great deal of direct experience in dealing with the effects of the Act at and on the local school district level.

Both researchers cited an increased need for local school districts to directly involve teachers in the planning of policies and procedures which effect the delivery of educational services to handicapped youth. This suggests that until these types of changes come about, there exists a potential for a great deal of strife between local school boards and their employees over how the Act should be implemented.

McDonnell and Pascal (1979) examined a national sample of 151 teacher contracts in a Rand Corporation study of teacher organizations in the public schools.

Their contract sample consisted of:

(A)ll districts which have collective bargaining and a student population of more than 50,000 as well as a random sample of all districts with collective bargaining and more than 12,000 students (McDonnell and Pascal, 1979 p. 3).

The primary purpose of the Rand Corporation's study was to examine the effects of teacher collective bargaining on school and district operations. Specifically, the researchers sought to determine the consequences of teacher collective bargaining as it affected the management of the public schools and the delivery of educational services.

One aspect of their research was to examine the effects of federal program mandates on future teacher contract agenda setting. Several of their findings were directly related to the future implementation of the Act and its potential affect on local unions' collective bargaining behavior. They observed that:

We expected that external factors like federal program mandates would influence both teacher organizations and school districts. Although school districts seemed relatively unconcerned, teacher organizations did formulate some proposals in response to federal programs. The federal government's Education for All Handicapped Children Act (PL 94-142) has important implications for collective bargaining. In the majority of districts we visited school and teacher organizations reported that the mandates of PL94-142 would soon become a subject for bargaining, if they had not become so already (McDonnell and Pascal, 1979, p.42).

These findings indicate that the majority of teacher union contracts negotiated in a "Post" Act bargaining environment should contain language specific to dealing with the implementation of P.L. 94-142 at the local school district level.

The issues concerning the development of labor-sensitized policy design as it relates to the implementation of the Act (Sosnowsky & Coleman, 1971; Corey, 1975; Clarke, 1976; Stewart, 1978; Alexander, Bond, and Soffer, 1979, and McDonnell & Pascal, 1979) that were raised in early 1970s have only recently been addressed by researchers in the 1980s.

Jones (1981) in writing on the effects of the Act on negotiated contracts stated that "(i)n states where collective bargaining for teachers exists, the bargaining unit is sure to identify many potentially negotiable issues contained in PL 94-142" (Jones, 1981, p. 123). He suggested that local bargaining units would target five specific areas for possible inclusion within union contracts. They are:

1. Release time for teachers involved in the development of an IEP.
2. Reduction in class size when an identified handicapped student is placed in a regular classroom.
3. Additional resources for regular and special education teachers working with handicapped youth.

4. Salary supplements or travel funds for teachers who make home visits in order to develop an IEP and/or hold parent conferences.
5. Additional compensation for teachers attending either "Pre" or "Post" workday parent conferences when they concern the needs of a handicapped student.

Karlitz (1982) also focused on the need for labor sensitive policy designed to allow unions and management to work together to meet the mandates of the Act. For him labor sensitive policy design relates to understanding teacher unions and their influence(s) on the implementation of the Act. He states that:

The strength of the legislation lay in its highly specific definition of special education, as well as its detailed recommendations regarding the types of services required to meet stated objectives (Karlitz, 1982, p. 149).

He further hypothesized that:

a complex system of rules and regulations ... (have been) superimposed on bureaucratic structures at the state, district and school building levels. The degree to which this federal rules structure integrates will be a function of local conditions and, in great measure, these conditions are defined by the individuals directly affected by the proposed changes, namely students, parents, administrators, and above all, unionized teaching personnel (Karlitz, 1982, p. 150).

Like Jones (1981) Karlitz targeted five specific areas of potential labor/management collective bargaining disputes that should be monitored by management as well as union leadership. They are:

1. Class size.
2. Professional preparation.
3. Special assignments.

4. Innovation in classroom instruction.

5. Training and licensure.

Both writers agree upon the importance of monitoring class size as it relates to special education issues. They also agree on the need for additional resources for both regular and special educators as well as an increased awareness of professional training issues.

Karlitz perceived a need for increased professional preparation for individuals teaching and working with handicapped children. He also cited a need for unions to focus in on teacher training and licensure programs. Jones speaks of additional resources for professionals to draw upon such as extensive inservice training and the use of special education monies to partially fund additional graduate training needed by both regular and special educators.

After hypothesizing these five areas in which potential labor/management conflicts could occur prior to or during collective bargaining process, Karlitz further suggests that lacking ongoing monitoring by both parties, situations could develop in which:

a system designed to meet the needs of the special child could grind to a halt due to ongoing union-initiated challenges to administrative policies in these areas (Karlitz, 1982, p. 157).

He expressed his belief that on a national level "we are entering a critical period in terms of what form labor relations will be taking in the area of special education" (Karlitz, 1982, p. 157). He goes on to state that during the 1980s:

unions, therefore, will and should monitor provisions such as class size, professional preparation, special assignments, innovations, and training and licensure as they relate to negotiated agreements. If not, the entire process of professional collective bargaining could become undermined (Karlitz, 1982, p. 157).

Almost a year after Karlitz first hypothesized that teacher unions were entering a "critical period in terms of what form labor relations will be taking in the area of special education" (Karlitz, 1982, p. 157), educators in the fields of special and regular education began writing about the need for the merger of existing special and regular education service delivery systems (Reynolds and Wang, 1983; Stainback and Stainback, 1984; Wang, Peverly, and Randolph, 1984). These individuals were concerned over what they perceived as 1) the unnecessary duplication of instructional services, and 2) the existing inefficient and expensive need for dichotomizing students into two basic types (special and regular).

These initial calls for restructuring were not directly related to Karlitz's concerns over the effects of labor negotiations on the delivery of special education services to handicapped students.

However, they do point out that in the early 1980s regular and special educators were becoming increasingly dissatisfied with local school districts' practices in educating handicapped students outside of regular education settings.

During the mid-1980s federal officials in the U.S. Department of Education also began calling for changes. They targeted on promoting revisions within the existing educational infrastructure. Discussions over selecting the means to accomplish restructuring efforts, as well as concerns and criticisms over beginning such efforts have by 1990 been labeled "Regular Education Initiative" or REI issues.

Since more and more handicapped students are being educated within regular education settings, this suggests that the both regular education teachers and administrators are being impacted by REI type issues within their own workplaces. Such an impact may also generate special education related issues that could be dealt with through LEAs' contract negotiations. Consequently, a brief examination of the events that led up to the REI is detailed below.

(REI): Its Potential Affects on LEAs' Implementation of
the Act through Collective Bargaining

One of the primary concerns in the fields of special and regular education was modifying the existing instructional practices used by all educators whose job it was to teach both handicapped and non-handicapped students. Several researchers (Reynolds and Wang, 1983; Wang, Peverly, and Randolph, 1984; Wang and Birch, 1984; Wang, Reynolds, and Walberg, 1986; Wang and Walberg, 1988; Wang and Zollers, 1990) have promoted the feasibility and effectiveness of the Adaptive Learning Environments Model (ALEM) in the education of handicapped children. The ALEM program was designed to provide special education services for mainstreamed handicapped students in regular classroom settings on a full-time basis. In this way the regular education classroom could be used as the primary instructional setting for the majority (if not all) of handicapped students. This idea, but not the specific ALEM model proposed by Reynolds, Wang etc., was promulgated at the federal level by Madeleine C. Will. She was then Assistant Secretary for the Office of Special Education and Rehabilitative Services (OSERS), U.S. Department of Education.

Mrs. Will delivered the keynote address (The Education of Special Needs Students: Research Findings and Implications for Policy and Practices) at the December 1985, Wingspread Conference. In her remarks she called for the establishment of a new partnership between the federal, state, and local education communities. Mrs. Will also stressed the need to empower building level administrators to coordinate needed educational services so that they could be delivered in regular school settings for all students. Shortly after the close of the Wingspread Conference, an adaption of her remarks appeared in the February 1986 issue of Exceptional Children (Will, 1986).

The effects on the field of special education from the publication of her keynote address in a national special education journal were wide ranging. Her remarks, as the assistant secretary of OSERS in the Regan-Bush Administration, may have served as a catalyst to spark increased debate among educators and policy makers.

During the latter half of the 1980s educational journals contained various personal and methodological criticisms of the REI, policy debates over its implementation, and reviews of existing ALEM programs (Lieberman, 1985; Mesinger, 1985; Stainback and Stainback, 1985; Stainback and Stainback, 1987; McKinney and Hocutt, 1988; Schumaker and Deshler, 1988; Wang and Walberg, 1988; Fuchs and Fuchs, 1988; Kauffman, 1989; Wang and Zollers, 1990).

Meeting the educational needs of all handicapped students within the least restrictive environment (LRE), i.e. increasing the use of regular education instructional settings by handicapped students, could potentially become a major problem in the implementing the concept of the REI at the LEA level. This suggests that potentially "Post" Act collective bargaining agreements may contain contractual language dealing specifically with implementing REI programming.

The "Regular Education Initiative" as it is now or will be implemented throughout our nation's school systems may be affecting the workplaces of many teachers and building level administrators. If the majority of the teacher unions' membership perceived that management's implementation of the REI was affected them in their workplace, it is likely that these same unions might respond to these changes during the collective bargaining process.

Consequently, union contracts may be the formal mechanism through which boards of education, their administrators and teaching staff deal with the implementation of REI issues. It is also possible that other policy and procedures documents exist outside of an LEA's teacher union contract that serve these purposes. At the present time it is unknown as to what mechanism(s) are or will be used by teacher unions and/or management to effectively deal with the implementation of the REI at the local school district level.

Summary

The federal government has been actively involved in influencing the development of national educational policies since the time of James Madison. From the mid 1800s to the early 1900s, it initially accomplished this goal through the development of federal legislative aid programs for the states.

Various educational aid programs developed during the latter part of the 1950s and throughout the 1960s. Many of them were the result of federal responses to either national or international political events and the then perceived inadequacies of our existing public schools.

During the 1970s the U.S. Congress funded a series of federal education program accountability studies.

These evaluation studies were mandated, in part, to determine the effectiveness of the massive amounts of federal categorical and non-categorical aid that had been allocated to the states over the past two decades.

One important factor emerged from these evaluations as being critical for the successful long-term local implementation of federal educational policies. It was the direct support of the LEAs' professional staff in implementing these federal programs. These findings have been supported by additional research studies (Hawley, 1978; Weatherly and Kipskey, 1978; Divoky, 1979; Williams, 1980; Mitchell, Kerchner, Erck & Pryor, 1981; Sarason, 1982; and Rogers, 1971, 1983).

Few researchers have examined teacher contracts in terms of their impact on the delivery of federal and state educational policies at the local school district level. McDonnell and Pascal (1979), Jones (1981), and Karlitz (1982) have predicted that various elements of the Act's federal program mandates will affect future collective bargaining behaviors of local school districts.

Only a small handful of "Pre" Act studies exist dealing with various states' legislative statutes governing collective bargaining and the delivery of special education services to handicapped students.

Likewise, there exists a relatively limited number of "Post" Act studies that have examined the effects of collective bargaining on the LEAs' implementation of the Act.

There currently exists a lack of information between what has been predicted to be occurring based on this review of the relevant literature and what is actually occurring with regard to special education concerns. In other words, what are the effects of implementing the Act upon the written outcome of a local district's contract negotiations process, i.e., the collective bargaining agreement. The purpose of this study was to expand the existing knowledge base of the effects of LEAs' collective bargaining on their implementation of the Act.

Chapter Three

Research Design and Methodology

Design of the Study

The primary purpose of this study was to identify special education related language or clauses obtained from matched pairs of "Pre" and "Post" Act teacher union contracts. Directors of special education programs along with regular and special educators were also surveyed. This was done to obtain their perceptions of the need for school boards to formulate selected special education policies.

Initially, a list of special education service delivery issues predicted to occur in "Post" Act teacher contracts was identified. Next, a national sample of matched pairs of "Pre" and "Post" Act teacher contracts was obtained. Each one was reviewed to identify to what degree special education service delivery issues were present in the contracts. Finally, professional educators (regular and special education classroom teachers and special education program administrators) were surveyed to identify their perceived index of need for the previously identified special education service delivery issues.

The process of developing an unobtrusive measurement strategy to collect data on the formal outcomes of the LEAs' collective bargaining process resulted in the operational definition of this study's initial research question:

Do differences exist in the contractual language of teacher union bargaining agreements ratified prior to the final implementation date of P.L. 94-142 (September 1, 1978) as compared to those formulated after this date?

In order to obtain information on the perceived need by educators for a series of selected special education related issues, previously detailed in Chapter Two, a second research question was formulated. This was done in an attempt to understand to what degree the educators' perceptions sampled in this study could be generalized to other educators.

The two educator related demographic variables examined in this study were 1) type of educational professionals (employed as either a regular or special educator), and 2) specific type of work site (urban or rural) setting. This process led to the development of the operational definition for the second research question. It reads as follows:

Do differences exist between educators located in urban and rural population areas (special education teachers and regular educators) regarding the importance of having school board policies in relation to identified special education and related service delivery issues?

Obtaining the perceptions of labor and management (professional educators and special education program administrators) on selected special education issues led to the development of the third component of the study. The purpose of which is operationally defined in the third research question:

Do differences exist between directors of special education, special education teachers, and regular educators regarding the importance of having school board policies directed at special education and related service delivery issues?

The development of this research question enabled the identification of the perceived need by labor and management for a series of selected special education and related service delivery issues. This was accomplished by grouping each question's "index of value" rating for a specific policy issue according to the current work assignment of each rater. Special education issues rated on a standardized special education policy survey instrument as either "highly valuable" or "essential" by either teachers or directors were thought by the researcher more likely to be present in collective bargaining agreements.

In order to address these three research questions, this study was designed to have two major components. The process of obtaining "Pre" and "Post" Act teacher contract data formed the basis for the development of a research/document review instrument designed to answer the first research question.

The second component of the study dealt with the process of obtaining perception data from regular and special educators, and administrators of special education programs. The analyses of these data were used to answer the remaining two research questions.

The remainder of this chapter contains a two part presentation. The first section concerns the development and standardization of two of the rating scales utilized in the present study. The latter section details the two sample selection processes. These procedures were used in identifying a national sample of unionized school districts, and a state based sample of urban and rural classroom teachers. The educators were polled for their perceptions or attitudes on the importance of a series of special education related policy issues.

Part one will expand upon what has been briefly summarized above concerning the first component of the study. This was the developmental process of designing the prototype and final version of the "Teacher Contract Rating Scale" (TCRS). This research or document review instrument was developed to review and rate the content of teacher union contracts.

The second component of this study details the developmental process which resulted in the final version of the "Policy Issues in Special Education Rating Scale" (PSE). This scale was used to obtain the perceptions of both classroom teachers (special and regular educators) and directors of special education programs on a series of previously identified special education policy issues. Also contained here are discussions of 1) the rationale for selecting a specific urban and rural school district for the two workplace sampling sites; and 2) reasons for contrasting the perceptions of urban and rural educators.

Part One: Development of the TCRS

While several researchers (Sosnowsky & Coleman, 1971; Corey, 1975; Clarke, 1976; and Stewart, 1978) had previously conducted studies which utilized teacher contract data obtained from collective bargaining agreements, they had not designed formal contract rating scales that would be useful in the present study. This was due to the present study's selection of a specific set "Post" Act special education related policy issues, as discussed in the previous chapter.

The TCRS was developed based upon a review of the literature. This process initially identified potential special education related language that might be found in "Post" Act contracts.

The Act became federal law on November 29, 1975. This study utilized P.L. 94-142's September 1, 1978 implementation date for delineating between "Pre" and "Post" Act contracts. Teacher contracts in effect prior to this date were considered "Pre" Act collective bargaining agreements. Likewise, contracts signed after this date were considered "Post" Act agreements.

Prior research cited above had been conducted in a "Pre" Act statutory environment. They all focused on the effect(s) of state statutes on the delivery of educational services to handicapped students. Other researchers (Alexander, Bond and Soffer, 1979; and Goldschmidt & Stuart, 1986) utilized both survey and contract rating methodologies to examine the effects of the passage and implementation of the Act. However, the present study was the first designed to use paired sets of "Pre" and "Post" Act local teacher union or association collective bargaining agreements as primary data sources.

The process of developing the contract rating instrument used in this part of the study reflects input from three major sources.

They were 1) special education contract issues identified through a previous review of the pertinent literature; 2) personal communications from both American Federation of Teachers (AFT) and National Education Association (NEA) teacher union personnel; and 3) a review of any NEA or AFT professional publications pertinent to the implementation of the Act.

Prototype Version of the Instrument

A prototype draft version of the teacher contract rating scale was developed utilizing the information obtained during this review process. It was then initially critiqued by three university faculty members. One College of Business faculty member with expertise in the content areas of management and labor relations; and two College of Education faculty members whose fields of expertise were in the areas of the delivery of special education services to handicapped youth and the administration and management of national, state, and local based special education programs.

Reviewers were asked to evaluate the instrument for content, style, ease of readability, and face validity. The instrument underwent a total of three review cycles. During the first two cycles each reviewer evaluated that version of the instrument.

Suggestions made by these individuals were reviewed and incorporated, as needed, into each subsequent version of the scale. It was then given to each of the three reviewers for a final critique.

Field Test of the Prototype Instrument

In order to establish an interrater reliability coefficient for the "Teacher Contract Rating Scale" (TCRS) an initial pilot study was conducted. In the context of this study reliability refers to the "consistency of the scores obtained by the same persons when re-examined with the same test on different occasions" Anastasi (1976).

The process used in obtaining a measure of interrater reliability consisted of having two individuals (one a doctoral student in Special Education Administration and Supervision at Virginia Tech; the other a doctoral student in Special Education at Vanderbilt University) rate ten paired sets of contracts. Each contract pair consisted of one "Pre" and one "Post" Act teacher contract from the same school district. The interrater reliability formula cited by Miles and Huberman (1984) was used to calculate the reliability coefficient.

This reliability formula was designed for use by researchers who had to work with separate blocks of data.

These data sets required double coding in order to obtain clarity in the initial coding scheme as well as the standardizing the coding process prior to attempting to rate large amounts of data. The formula is as follows: Reliability = number of agreements divided by the total number of agreements plus disagreement.

Using this formula an interrater reliability coefficient of .76 was achieved. This was greater than the minimum .70 interrater reliability coefficient required by Miles and Hubberman (1984) when coding these types of data sets. Given the size of this interrater reliability coefficient, the remainder of the contract sets were coded by one rater.

The Final Instrument

No changes were made in the prototype instrument after the interrater reliability coefficient was obtained. It became the final instrument.

The TCRS consisted of eight pages with fourteen contract clause items. Each item included 1) a four level rating scale; 2) a space for noting the page number(s) of the specific clause(s) being rated; and 3) any comments made by the rater on the contract item being rated.

It contained specific instructions to each rater on the content of any comments:

List any observations you have relating to the specific contract item's language that differs from the language used in the rating scale's intervals.

A copy of the TCRS can be found in Appendix A. Instructions for rating each teacher contract appeared on the first page of the instrument.

The contract reviewer was asked to skim initially over the entire contract. Next the rater scored each of the fourteen items on a scale from zero to three. Each scale item's numerical rating reflected the rater's perception of its index of value. Each TCRS contains two indices of value that are the same across all fourteen items:

- 0) No Reference no contract clause(s) were identified by the reviewer that addressed this issue.

- 1) Some Provision one or more contract clauses were identified that had the potential to effect the delivery of educational services to handicapped students.

The third and fourth TCRS intervals did not use a two word phrase to describe the content of their individual index of value. The third index of value detailed the identification of a specific mechanism for either management or teacher union personnel to use when working on that specific special education issue.

Whereas the fourth interval's content dealt with the identification of two or more specific mechanisms for dealing with the same specific special education issue. Examples of both index of value are listed below for item one of the TCRS. This item dealt with identifying clause(s) dealing with methods for resolving student behavior:

- 2) resolving student behavior specific language dealing with handicapped student's behavioral concerns.
- 3) resolving student behavior specific language dealing with handicapped student's behavioral concerns AND specific consequences for suspension and/or expulsion of handicapped students.

Sample of Teacher Contracts

The sample of teacher contracts was obtained from those states whose legislative bodies had passed statutes allowing public school teachers (K-12) to bargain collectively over wages and/or working conditions. Information used to identify this group of states was obtained from the Collective Bargaining Quarterly (National Education Association, 1984). Once these states were identified as potential sampling sites, 120 of the largest school districts located within the United States were targeted for possible participation in the study.

The pool of potential sample sites was selected based on an "effect" assumption made by the data collector.

It was that any effects of the implementation of the Act on both regular and special educators would be likely to occur initially in the largest school districts in the United States. For example, the Act requires that a multidisciplinary team of specialists evaluate all students referred for special education services. Consequently, the effect of setting up diagnostic evaluations, and reviewing the results these assessments with school personnel and parents, could be potentially disruptive. In such a situation, implementation problems could occur due to inadequate human and/or fiscal resources. This might be especially true if existing educational personnel were overloaded and unable to handle the Act's mandates for identifying and programming for handicapped students. If this were the case, the size and scope of any disruptions would likely occur sooner in a large urban school system such as the City of New York. Whereas, a small rural school system, such as one located in the State of West Virginia, might be able to delay any disruptions to its existing practices due, in part, to its size.

The final sites were selected using public information obtained from the National Center for Education Statistics (NCES), (NCES, 1985). It was taken from "Table 49. - Selected statistics for the 120 largest public school systems in 1981 - 82."

A copy of this table is found in Appendix B.

Sample Selection Criteria

A school system was selected as a possible participant in this study only if it met both of the following criteria:

1. The school district was listed as being one of the largest 120 school systems in the United States during the 1981-1982 school year.
2. It was located within a state that allowed professional educators to bargain collectively over wages and/or working conditions.

A total of sixty-two school districts were identified using this selection criteria as potential participants in this study. A listing of these school districts is found in Appendix C.

Of the sixty-two school districts identified as potential participants in this research study, a total of fifty-nine sets of "Pre" and "Post" Act teacher contracts were obtained from either management or labor sources within the districts. This constituted an 95% rate of return or participation in this study. A listing of these school districts is found in Appendix D.

Sampling Methodology

During Step I of this process each school district previously identified as a potential participant in this study was sent a letter addressed to its director of labor relations.

Each letter requested a copy of the 1985-1986 school year's teacher union's collective bargaining agreement. A copy of the letter can be found in Appendix E.

Approximately three weeks later, a follow-up letter was sent to those districts that either failed to respond to the initial written request or did not return a copy of their system's 1985-1986 collective bargaining. An additional request was made to obtain a copy of the district's 1985-1986 teacher union contract. A copy of this letter can be found in Appendix F.

The next step in this data collection process required mailing a personalized, detailed letter to each school district. Each letter described the scope of this study and the researcher's need for a "Pre" Act teacher contract. Letters were sent to those individuals previously identified during the initial contract solicitations as being directors or assistant superintendents. The branches of the organization contacted were school district's personnel, employee relations, or collective bargaining divisions. A copy of the letter can be found in Appendix G.

Approximately four weeks later, a third follow-up letter was sent to those districts that had not responded to any of the previous two mailings. A copy of the letter can be found in Appendix H.

Districts that had previously sent this researcher a 1985-1986 teacher contract, but had not replied to either of the three mail requests for a "Pre" Act teacher contract were contacted individually by phone.

Several school districts' management representatives wrote back indicating that they did not send out copies of their contracts to the general public. When this occurred their union counterparts were contacted by phone. In almost all instances, union personnel readily supplied the researcher with the information needed.

All respondents were asked in the second letter if they would like to obtain an executive summary of the researcher's findings. This question was asked for two reasons. First, it contained the potential means to disseminate the results of the research study across a wide geographic area; second, it served as a potential incentive to those individuals and their districts to participate in this portion of the study. Upon completion of the entire study they would receive information on its findings.

The next stage in the data analysis process was to refine the contract clause data obtained from the TCRS document review of the "Pre" and "Post" Act pairs of teacher contracts. This was accomplished by narrowing the focus of the researcher's preliminary contract rating process.

The goal of this secondary data analysis was to isolate only those teacher contract items that specifically cited special education and/or related services with regard to handicapped children. The general pool of contract items previously identified during the initial "Pre" and "Post" Act TCRS document review process constituted the sample analyzed in this part of the study.

To accomplish this, both quantitative and qualitative data collection and analysis methodologies were employed. Although they did not directly contribute to the development of this study's qualitative data collection methodologies, writings from several primarily qualitative researchers were reviewed during this aspect of the study (Webb & Campbell & Schwartz and Sechrest, 1966; Glasser & Strauss, 1967; Guba, 1978; Denzin, 1978; Cook & Reichardt, 1979; Spradley, 1979; Patton, 1980; Spradley, 1980).

Research studies specific to collective bargaining, special education issues, and design methodologies were reviewed. Three dissertation studies (Corey, 1975; Clarke, 1976; and Stewart, 1978) were identified. Each study's methodology section was reviewed for the analytical technique(s) used by its author.

Specific attention was given to how each author examined collective bargaining issues related to special education teachers and program area concerns.

Corey (1975), in his study on the perceived effects of collective negotiations on aspects of special education in Michigan, developed a three stage criteria for identifying specific special education collective bargaining clauses. The present study utilized his original criteria, with some modifications. This was done in order to facilitate selecting specific "Post" Act special education contract items from the previously identified pool of contract items.

Inasmuch as Corey conducted his research in a "Pre" Act regulatory environment, the present study's modifications consisted of including additional specific federal special education content into this study's three part selection criteria. For example, Corey's original language does not reference "Individual Educational Programs (IEP)."

The present study's selection criteria included items identified by the researcher when any or all of the following conditions were met:

1. The item contained terms referring to a given Special Education professional group, i.e., Special Education Teacher, School Psychologist, School Social Worker, etc., and/or;

2. It contained terms referring to any classification of handicapped child, i.e., mentally retarded, physically handicapped, specific learning disability, seriously emotionally disturbed, home and/or hospital instruction, etc. and/or;
3. It contained terms which were closely related to special education or handicapped children, i.e., student is assigned under the mainstreaming program, individual educational program, requires the attention of a student services staff member, and/or mentally impaired, least restrictive environment, etc.

As each contract was read, items which met these criteria were identified by circling the specific contract clause(s). At the end of this rating process, a photocopy of each identified contract item was made. All contract items were coded by number of the contract, and page or pages on which the clause was located.

The next step in this data analysis process was to systematically analyze the content from this pool of contract items. These data were first separated by "Pre" and "Post" Act conditions. An attempt was made to utilize the original contract content categories developed by Corey (1975) in an attempt to group the data. Several of Corey's previous categories such as "class size" and "referral of special education students" did help to structure the data. However, his set of descriptors was not comprehensive enough to completely describe the data compiled during the present data collection process.

In order to further describe these data, qualitative content analysis methodologies described by LeCompte and Goetz (1983) and Miles and Huberman (1984) were adapted to the present study. The open-ended content analysis clustering or sorting technique described by Miles and Huberman (1984) was used to group each "Pre" and "Post" Act data set of contract clauses into a series of subsets. The qualitative coding technique utilized with each set of previously identified contract clauses consisted of initially clustering the data into categories or classes.

LeCompte and Goetz (1983) suggest that this technique enables the researcher to see "What things are like each other? Which things go together and which do not?" The use of this technique was an attempt to understand which types of special education contract clauses existed prior to and after the passage of the Act. Miles and Huberman (1984) suggest that:

Clustering is a technique that can be applied at many levels to qualitative data ... In all instances, (the researcher is) trying to understand a phenomenon better by grouping, then conceptualizing objects that have similar patterns or characteristics (Miles and Huberman, 1984, p. 219).

Fifteen contract clusters were identified during the analysis of the teacher contract clauses. They are discussed in Chapter 4.

The question of how consistent was the initial rater's judgement in classifying these contract clauses into fifteen separate content clusters necessitated an empirical check on the reliability of the classification schema.

Both "Pre" and "Post" Act contract clauses were numerically encoded on their reverse side according to their original group classification by contract clusters. Next, the "Pre" Act set of contract clauses were randomly placed on a flat surface with the contract content side facing up. Directions were given to a second rater to cluster the contracts after having read their content. The same procedures were used when clustering the "Post" Act contract clauses.

The interrater reliability formula previously cited by Miles and Huberman (1984) was used to calculate a "Pre" Act interrater reliability coefficient of .83. The analysis of the "Post" Act data produced an interrater reliability coefficient of .85. Since both "Pre" and "Post" interrater agreement exceeded the minimum requirement of an interrater reliability coefficient of .70, the original contract clusters were utilized in analyzing the content of both sets of teacher contract data.

Part Two: Development of the Policy Issues in Special Education Rating Scale (PSE)

The process of developing the PSE was similar to that utilized in formulating, evaluating, and finalizing the Teacher Contract Rating Scale. A review of the literature failed to identify any specific research survey instrument designed to assess the perceptions of teachers (regular and special educators) and special education program administrators. The perceptions examined were the degree of perceived needs for special education policy issues to exist in teacher contracts.

The content of each individual item for the PSE perception survey had previously been identified during the development of the TCRS. The development of the research instrument's format, instructions to each individual rater, and the calculation of interrater reliability coefficients for each of the scale's items comprised the set of operations undertaken during the PSE scale's development.

Prototype Version of the PSE Instrument

A prototype version of the PSE was developed using information obtained during the literature review process previously described in Chapter Two. It was then submitted to a special review panel of experts in the fields of labor relations and special education.

This panel consisted of two faculty members from Virginia Polytechnic Institute and State University (Virginia Tech).

One member of the panel was a Professor of Management in the College of Business, the other an Associate Professor in the College of Education. Each reviewer was asked to evaluate the instrument for form, readability, face validity, and completeness. The instrument underwent three review cycles.

Initial Field test of the Instrument

In order to establish the interrater reliability of the PSE instrument, a pilot study was conducted. In the context of this study reliability refers to the "consistency of scores obtained by the same persons when re-examined with the same test on different occasions" Anastasi (1976).

The instrument was initially sent to a random sample of special education program administrators, and regular and special educators working in the State of West Virginia. Both groups of teachers worked in either a predominately rural or urbanized school system. A total of thirty eight educators and administrators participated in the pilot study.

The research instrument was administered twice. The initial mailing was in November 1986, and the follow-up mailing occurred in February 1987.

Pearson r statistics were calculated in order to determine the test-retest reliability coefficients for each of the fifteen scale items. These analyses were completed using the Statistical Package for Social Sciences, Version X (SPSS, 1983).

Results of the Initial Fieldtest

The interrater reliability coefficients of the survey instrument items ranged from a low of .09 to a high of .73. Four of the policy question's reliability coefficients approached zero. This indicated that there was no statistically significant relationship between the respondents' answers on these two independent testing sessions. The coefficients were .24 (question 8); .09 (question 9); .09 (question 13); and .25 (question 15). The inter-rater reliability deficiencies identified in these four PSE scale items were reduced considerably during the second stage of the scale's reliability testing. The fifteen correlations and their levels of significance can be found in Table 1.

Table 1

Pearson r Test-Retest for Initial Pilot Study

| Question | Correlation Coefficient | Significance Level |
|----------|----------------------------|-----------------------|
| 1. | .52 | .00 |
| 2. | .61 | .00 |
| 3. | .53 | .00 |
| 4. | .40 | .00 |
| 5. | .73 | .00 |
| 6. | .50 | .00 |
| 7. | .38 | .00 |
| 8. | .24 | .07 |
| 9. | .09 | .30 |
| 10. | .51 | .00 |
| 11. | .30 | .03 |
| 12. | .42 | .00 |
| 13. | .09 | .25 |
| 14. | .53 | .00 |
| 15. | .25 | .06 |

Note.

n = 38

The median value of the fifteen interrater reliability coefficients was .45. Helmstadter (1964) suggested that the median value for reporting reliabilities for this type of instrument should be .69. It is possible that the low reliability coefficients reported here may be the result of intra-respondent changes that occurred during the sixteen week intervening time period.

Rapid downward spiraling changes in the State of West Virginia's economy occurred between the first and second administration of the PSE survey instrument. These economic changes may have affected the retest perceptions of all respondents. The initial mailing took place prior to the convening of the West Virginia State Legislature. During the legislative session projected tax revenue deficits become a major variable in the formulation of the legislature's education budget.

An illustration of how the possible effects of the events that occurred over this 16 week time period may have affected the outcome of the test-retest process is best shown by a spontaneous written comment. It was made by a director of special education on the back of her second survey instrument.

She states:

These are re-answered given as things were a month or so ago. With the W.V. Leg. in session I should have ans. some differently but to keep your research correct I dealt with this form as if nothing is happening to Sp. Ed. Today I was asked how many teachers can I let go next yr? Needless to say my priorities have changed.

This unsolicited remark suggests that changes to the State of West Virginia's political and economic environments had effected professional educators' (administrators and classroom teachers) working conditions. These changes appear to be reflected in the responses of both groups during the PSE retest.

Her statements indicate that the economic conditions in the State of West Virginia had changed drastically over time. If these economic events had not occurred, it is possible that many of the PSE scale's inter-rater reliability coefficients would have increased beyond what was reported during this initial test and retest examination. This also suggests that by limiting the time interval between the initial test and subsequent retest of the PSE instrument, inter-rater reliability coefficients will increase across all scale items.

Second Fieldtest of the Instrument

A second field test of the PSE was initiated. This was done in an attempt to clarify exactly what effect(s) the passage of time and concurrent changes in the economic and political conditions within the State of West Virginia had on the initial pilot study's responses. This test-retest study utilized twenty-two regular and/or special education teachers. These individuals were taking an on-campus introductory class in special education during the first semester of the 1987 summer term. This class was taught by an adjunct faculty member of the West Virginia College of Graduate Studies (COGS) at the COGS main campus in Institute, West Virginia.

A one week interval was used for the test and re-test unit of measurement. The information was collected during the first and second week in June, 1987. This second pilot study used a seven day time interval in an attempt to control for any previous pre/post rater bias due to the intervening session of the West Virginia State Legislature. As was done previously, Pearson r correlations were computed for all fifteen scale items.

The interrater reliability coefficients calculated for each of the instrument's fifteen items ranged from a low of .15 to a high of .86. Three policy questions' coefficients approached zero. There was no significant relationship between the respondents' answers on the two testing sessions. The three coefficients were a) .18 (question 5); b) .33 (question 6), and c) .15 (question 8).

A comparison of the two sets of pilot study data indicate that significant correlations with r values equal or greater than .69 vary depending upon the administration of the instrument. The results of these two pilot studies are mixed at best. They suggest that consistent sets of responses will be found only on specific sets of policy statements.

Statements that dealt with 1) reduction in classroom size; and 2) release time for teachers for the completion of paperwork related to special education were the two policy areas that consistently produced interrater reliability coefficients at or above .50.

The mixed interrater reliability coefficients reported in both pilot studies indicate that there is a potential for error in attempting to draw specific conclusions based upon data collected with the PSE.

However, the present study was exploratory in nature. Perception data obtained from an initial survey of special education directors and professional educators (regular and special education teachers), even given the potential for unexplained variance entering into the data collection process, provides a starting point. It allows some inferences to be drawn initially. It also allows some potential conclusions in an area of study that has until now been largely overlooked in the professional education and business literature. The second pilot study's fifteen inter-rater reliability correlations with their levels of significance can be found in Table 2.

Table 2

Pearson r Test-Retest for Second Pilot Study

| Question | Correlation Coefficient | Significance Level |
|----------|----------------------------|-----------------------|
| 1. | .47 | .01 |
| 2. | .69 | .00 |
| 3. | .79 | .00 |
| 4. | .86 | .00 |
| 5. | .18 | .20 |
| 6. | .33 | .06 |
| 7. | .53 | .00 |
| 8. | .15 | .25 |
| 9. | .46 | .01 |
| 10. | .39 | .03 |
| 11. | .35 | .05 |
| 12. | .61 | .00 |
| 13. | .37 | .04 |
| 14. | .35 | .05 |
| 15. | .74 | .00 |

Note.

n = 22

The Final Instrument

The final version of the PSE instrument consisted of three components. The first was a cover letter written on Virginia Tech College of Education letterhead explaining the purpose of the survey. This letter also informed potential respondents of an opportunity to obtain a copy of the study's final results if they so desired. A copy of the letter is found in Appendix I.

The second component consisted of fifteen policy statements relating specifically to special education issues. These statements addressed the perceived need by the respondent for local school boards to develop written policies. These policies would be designed to deal with a specific set of special education and service delivery issues. The instructions for rating the policy statements appeared on the first page of the survey instrument.

Survey participants were directed to rate the policy issue statements on a Likert type scale of one to five. Each respondent was asked to rate the policy issues according to the statement's index of value and their perception of its priority. A single line across the top of each page of the instrument displayed the rating item's number next to its heading. A copy of this instrument is found in Appendix J.

The third component of the perception survey consisted of three demographic variables. They were used to differentiate 1) the types of respondents (teacher, administrator, or other); 2) their current work assignment, and 3) the grade or grade range(s) they were responsible for teaching. These three factors identified the relationships between the demographic variables and the respondent's index of value ratings on each of the PSE survey items.

Sampling Site

The State of West Virginia was selected as the sampling site. This selection process was based, in part, upon the the presence of the one major national teacher union, the American Federation of Teachers (AFT) and association, the National Education Association (NEA), within the state. Additionally, at the time this study's data were collected, the data collector lived in Raleigh County, West Virginia. He also worked for the Raleigh County Public School System. Consequently, he had access to a complete listings of names and addresses of public school educators working for the Raleigh County Board of Education. This greatly simplified the logistics of monitoring the entire survey procedure. However, by selecting the Raleigh County School System, it is possible there existed some potential for bias in the data collection process.

Bias, it might be argued, could be introduced into the data collection process due to the fact that the data collector lived and worked in the rural school district sampled in this portion of the study. By being known to potential survey respondents, they might respond differently on the PSE instrument than if the data collector were unknown to them. If any bias existed, however, it was minimized. The reason being that data were collected from a potential universe of 49 rural elementary, middle, junior and secondary high schools. Only eight (seven elementary and one junior high school) or just 16 percent of these rural schools were assigned to the data collector during the past five school years (1983-1984 through 1987-1988). The remaining schools were not visited by the data collector.

The longstanding workplace assignments minimized the potential for any personal contact by survey participants with the data collector as part of either individual's job assignments. Random selection of both special and regular classroom teachers further minimized the possibility of prior contact between either the data collector or the survey's participants.

Table 3 presents union membership data obtained from the West Virginia membership divisions of the NEA and AFT.

A visual inspection of Table 3 indicates that the presence of unionized workers within the public schools in West Virginia is found in over half of the entire state's classrooms. Fifty-seven percent of the classroom teachers belong to the NEA, whereas 4 percent belong to the AFT.

The combined membership of the NEA and AFT make up 61% or 15,547 out of a potential membership of 25,324 classroom teachers. An additional review of Table 3 reveals that 54% of the teachers in Raleigh County are members of either the NEA or AFT. Whereas, in Kanawha County (capitol city area) 41% are members of either of these two labor organizations. These percentages are somewhat lower than those reported by Feistritz, Quelle & Bloom (1986) and the National Education Association (1987) in their national questionnaire surveys of classroom teachers throughout the United States.

Table 3

Union/Non-Union Membership Breakdown
 for Classroom Teachers
 in Kanawha & Raleigh Counties
 and the State of West Virginia

| <u>Personnel Location</u> | <u>Unions</u> | | | | <u>Non-Union Membership</u> | | <u>Potential Membership¹</u> |
|--------------------------------------|------------------------|----------|------------------------|----------|---------------------------------|----------|---|
| | <u>NEA¹</u> | <u>%</u> | <u>AFT²</u> | <u>%</u> | <u>Membership</u> | <u>%</u> | |
| Kanawha County | 683 | 26 | 395 | 15 | 1,556 | 59 | 2,634 |
| Raleigh County | 504 | 45 | 91 | 9 | 513 | 46 | 1,108 |
| Statewide: | 14,459 | 57 | 1,088 | 4 | 9,777 | 39 | 25,324 |
| 55 local county school systems | | | | | | | |

¹Data obtained from January 1, 1988 NEA membership information supplied to this author by Susan Hubbard, West Virginia NEA UniServe Representative of the West Virginia Education Association (WVWA), Charleston, WV.

²Data obtained from January 1, 1988 AFT financial office information supplied to this author by Greg Galliger, Rooster Clerk, AFT National Office Washington, D.C.

West Virginia State Context

At the time the data for this study were collected, no written West Virginia State Attorney General's Opinion(s) existed addressing the following question:

Do state employees, specifically public school teachers, had the right to bargain collectively over contract issues with their respective employers?

Susan Hubbard, NEA State Uniserve Representative for the West Virginia Education Association (WVEA), talked with the data collector by phone concerning this issue. S. J. Hubbard (personal communication, January 1, 1988) indicated that county boards of education and their employees are free to bargain collectively over any contract issues. This is due to the fact that there are no statutory limitations on the range of bargaining issues. However, in practice they do not.

NEA locals and their state Uniserve representatives do not engage in direct collective bargaining with boards of education. Instead, they work indirectly through their state and local political processes. The NEA, through its state and local leadership, attempts to influence legislative change to their memberships' best interests. AFT locals operate in an identical legislative environment.

Both the NEA and AFT provide assistance to their memberships in processing grievance and arbitration issues at either the local or state level. They will also help their members with additional costs if grievance and/or arbitration issues have to be resolved through the use of the state or federal civil court systems.

Organized teachers employed in the State of West Virginia work in a non-negotiating environment. Even given this restriction, their local, and state leaders have still been successful in promoting their membership's needs. Over time, the efforts of both the AFT and NEA's professional staff, with the support of their local memberships, has had the effect of influencing state representatives. Organized labor's efforts have produced a series of West Virginia state statutes that directly effect how management and labor behave in the public education workplaces, i.e., school buildings and central offices.

The results of these efforts have been the passage of West Virginia General Statutes (W.Va.G.S.) 18A-2-1 through 18A-2-8a as well as 18-29-1 through 18-29-8. The net effect of which has been to develop a uniform statewide public school teachers' statutory contract. This minimal contract is between local county boards of education and their employees. It covers a series of specific labor issues.

The labor statutes cited above dealt with:

1. Personnel evaluation procedures.
2. Job seniority with regard to hiring and transfer practices at the LEA levels.
3. Standardization of statewide "due process" grievance procedures.

In these three areas all county boards of education and their employees must follow a specific set of state mandated procedures when attempting to resolve grievance and arbitration concerns. These lobbying efforts and their successes suggest that educational issues of concern to organized teachers are being successfully dealt with in the State of West Virginia through the use of the political process.

The labor concerns addressed by the West Virginia Legislature, i.e., job seniority issues, transfer policies, personnel evaluation procedures, and "due process" arbitration issues, were also identified in the content of this study's national sample of teacher union contracts. The typical teacher union collective bargaining agreement contains a section dealing with each of these issues.

The complexity of any existing contract's language varied depending upon that specific bargaining agreement. This suggests that the West Virginia teachers' employment concerns are similar to national concerns.

The continued re-occurrence of these types of professional issues in states, such as West Virginia, (whose legislatures have been silent on allowing collective bargaining over wages and/or working conditions), suggests the existence of a set of "common" national employer/employee job concerns. It also suggests the existence of potential state political mechanisms for addressing these concerns.

The almost universal nature of the American public schooling process (along with the inherent potential for labor/management conflicts that might arise during the implementation of this process), strongly suggests that similarities may exist between different states' school boards. These similarities might be identified in a need for LEAs to develop board approved policies governing the delivery of special education. Consequently, it stands to reason that educational policy data collected from the State of West Virginia's NEA and AFT locals should be similar to other states' school board policy data.

There should be strong similarities between data collected from other states' classroom teachers and directors of special education programs. To this extent, the results of the present study should be representative of the policy opinions of the larger body of public school teachers.

These educators would be residing in states that allow them to bargain with their employers over wages and/or working conditions. In other words, West Virginia teachers deal with the same workplace concerns as do other unionized teaching personnel. However, these individuals reside in states whose legislators have mandated educators' collective bargaining over wages and/or working conditions. Consequently, perception data gathered from professional educators and directors employed in the State of West Virginia should reflect concern(s) similar to those held by teaching and administrative personnel employed outside the state.

Questionnaire data gathered from both rural and urban school systems could then be generalized, to some degree, to these other states' unionized teachers. These data should also reflect similar union/management special education policy concerns in those states that allow teacher unions or associations only a limited amount of employee/employer contract negotiations.

Sample Selection Process for Rural and Urban County School Systems

The two West Virginia Counties sampled in this study, Kanawha and Raleigh, were selected based upon a review of selected 1980 Bureau of the Census data (U.S. Department of Commerce, 1980).

Using Bureau of the Census data, the city of Charleston, West Virginia was identified as a standard metropolitan statistical area (SMSA). It is located in Kanawha County.

The Bureau of the Census in its August 1983 publication defines a "SMSA" as the following:

The general concept of a metropolitan area is one of a large population nucleus, together with adjacent communities which have a high degree of economic and social integration with that nucleus. The standard metropolitan statistical area (SMSA) is a statistical standard developed for use by Federal agencies in the production, analysis and publication of data on metropolitan areas. ... Each SMSA has one or more central counties containing the area's main population concentration: an urbanized area with at least 50,000 inhabitants. ... The population living in SMSA's may also be referred to as the metropolitan population. ... The population living outside SMSA's constitute the nonmetropolitan population (General Social and Economic Conditions: West Virginia, 1983, p. A-3).

In the same publication, the Bureau of the Census defined an "urbanized areas" in the following manner:

An urbanized area consists of a central city or cities and surrounding closely settled territory ("urban fringe"). ... An urbanized area comprises an incorporated place and adjacent densely settled surrounding area that together have a minimum population of 50,000 (General Social and Economic Conditions: West Virginia, 1983, p. A-2).

Bureau of the Census data for July 1, 1981 indicates that the total population of Kanawha County was 230,800 residents. Using these two Census definitions, the City of Charleston, West Virginia is both a SMSA as well as an urbanized area.

On June 30, 1983 the Bureau of the Census replaced the former "standard metropolitan statistical area" (SMSA) with "metropolitan statistical area" (MSA) as the official Federal metropolitan statistical unit. As was the case under the old Bureau of the Census definition, Kanawha County West Virginia, which includes the city of Charleston, is considered to be a MSA. It was on this basis that Kanawha County was selected as this study's urban sampling site.

Raleigh County was chosen as the rural sampling site based primarily upon Bureau of the Census data. Inasmuch as Raleigh County had not been previously identified as either a SMSA or a MSA, it was considered to be a rural county. The majority of the counties in West Virginia have been previously catagorized as rural by the Bureau of the Census. The resident population of Raleigh County as of July 1, 1981 was 86,700. This is 144,100 less residents than were living in Kanawha County at this time.

As stated earlier, larger school districts are more likely to have larger labor organizations. Therefore, these labor groups may be able to influence management's behaviors to serve their memberships' needs to a greater extent than smaller school districts. A second inspection of Table 3 indicates that 54 percent of the teachers in Raleigh County are members of either the NEA or AFT.

Whereas, in Kanawha County 41 percent are members of either of these two unions. Classroom teachers in these two counties deal with educational and related service programs mandated by both state and federal special education law on a daily basis. To the extent that special education policy issues are problems or concerns for teachers in these two school systems, they may also be viewed as special education policy concerns by both counties' NEA and AFT union memberships.

Questionnaire responses drawn from random sample of special and regular educators from both of these West Virginia school systems should reflect union as well non-union educators' professional opinions. Data gathered from these two school districts' PSE surveys should reflect concerns similar to those held by teaching personnel who reside in states that allow collective bargaining over wages and/or working conditions. Consequently, questionnaire data gathered from rural and urban West Virginia school systems on special education policy issues could then be generalized to other states.

Sample Selection of West Virginia Directors of Special Education Programs

West Virginia has fifty-five local county boards of education. Each school system has delegated responsibility for the day to day administration of their special education programs to one or more individuals. Names and mailing addresses of these persons were obtained from the 1985-86 Directory of Special Education Administrative Personnel. It was published by the West Virginia State Department of Education. Each of these 55 individuals was included in the initial questionnaire mailing. The final number of survey questionnaires returned was 46 (84%).

Sample Selection of West Virginia Special and Regular Educators

Two groups of fifty-five special education teachers were randomly selected as potential survey respondents. One group from a rural and the other an urban school system. Within each special educator's school building an equal number of regular education teachers were randomly selected. Each county's sample was selected in this manner in an attempt to control for any between and/or within group differences in educational personnel.

The sample size for each of the four teacher groups was limited to fifty-five educators.

This restriction was used to keep the sample size of each of the four teacher groups equal to the initial sample pool of fifty-five West Virginia county directors of special education. The PSE survey rates of return for each individual teacher group and special education directors are found in Table 4.

Table 4

Policy Survey Rates of Return
By Respondents

| <u>Respondents</u> | <u>N</u> | <u>Rate of Return</u> | |
|-------------------------------------|----------|------------------------|-------------------|
| | | <u>Number Returned</u> | <u>Percentage</u> |
| Directors of Special Education | 55 | 46 | 84 |
| Raleigh County Regular Educators | 55 | 40 | 73 |
| Raleigh County Special Educators | 55 | 38 | 69 |
| Kanawha County Regular Educators | 55 | 31 | 56 |
| Kanawha County Special Educators | 55 | 43 | 78 |
| ----- | | | |
| Composite Total | 275 | 198 | 72 |
| ----- | | | |

Rural Educators

The 1985-86 Official Directory Raleigh County Schools was used as the source of information for obtaining a pool of 55 potential rural special education policy survey participants. All potential special education survey participants were first identified by name, home mailing address, and within each school building in Raleigh County. A total of 55 special educators were randomly selected from this pool of candidates. Next, an equal number of regular educators were randomly selected by sampling without replacement. This was done within each previously identified special educator's school buildings. As stated earlier, sample selection was completed in this manner in an attempt to control for any between and/or within group differences in educational personnel.

These matched sets of special and regular education teachers became the potential pool of survey respondents. The final number of usable survey data forms obtained from the special education teachers was 38 (69 %). Regular education teachers returned 40 (73 %) usable survey questionnaires.

Urban Educators

The Kanawha County Schools 1986-87 Directory was utilized to identify fifty-five potential urban regular and special educators as possible survey respondents.

The same identification techniques utilized with the Raleigh County personnel directory were used here. The rate of return from the special educators was 43 (78%) usable survey questionnaires. Regular educators sent back 31 (56%) completed questionnaires.

Sampling Procedures

All teachers and special education program directors selected for this study were mailed packets of information. Each packet contained a cover letter, survey materials, and a self-addressed, stamped return envelope. The cover letter requested their input on statements concerning the need for the development of school board policy on a series of selected special education and service delivery issues.

Within the body of the cover letter, each potential survey respondent was requested to complete the questionnaire. They were then asked to mail it directly back to the data collector. Individuals who did not reply within four weeks received an initial follow-up postcard. The postcard reminded them to complete the survey. A collect phone number was provided on the follow-up postcard. This was done so that an individual could contact the data collector and request another survey if they misplaced the original or had not received it. A copy of this postcard is found in Appendix K.

Approximately three weeks after the initial postcards were sent out to all nonrespondents, a second and final postcard mailing was completed. A copy of this follow-up postcard is found in Appendix L. These two follow-up mailings produced a total rate of return of 198 (72%) survey forms from a potential sample of 275 professional educators.

Methods of Analysis:

The contract ratings obtained from the fourteen quantitative "Teacher Contract Rating Scale" items were initially analyzed using the Statistical Package for Social Sciences, Version X (SPSS, 1983). The specific data analysis techniques used in this study are detailed below. They are listed by research question.

Research Question One

Do differences exist in the contractual language of teacher union bargaining agreements ratified prior to the final implementation date of P.L. 94-142 (September 1, 1978) as compared to those formulated after this date?

A frequency distribution was obtained for each "Pre" and "Post" Act contract item from the TCRS as determined by the individual rater.

Qualitative data analysis techniques were used to obtain "Pre" and "Post" Act special education content clusters from the pool of previously identified TCRS special education contract items.

Research Question Two

Do differences exist between educators located in urban and rural population areas (special education teachers and regular educators) regarding the importance of having school board policies in relation to identified special education and related service delivery issues?

A frequency distribution was obtained for each special education policy statement according to the four teacher sub-groups' perceptions of the items priority index of value. A parametric test of independence was conducted for each special education policy statement and priority rating. Fifteen Oneway Analysis of Variance tests were conducted. These test statistics compared all responses from the four teacher groups. As a result of these analyses fourteen Scheffe' multiple means comparison tests were completed. These test statistics compared scale item responses among the four teacher groups.

Research Question Three

Do differences exist between directors of special education, special education teachers, and regular educators regarding the importance of having school board policies directed at special education and related service delivery issues?

A frequency distribution was obtained for each special education policy statement according to each group's perceptions of the priority index of value. A parametric test of independence was conducted for each special education policy statement and priority rating. Fifteen Oneway Analysis of Variance test statistics were obtained which compared responses from the five groups. As a result of these findings, a series of Scheffe' multiple means comparison tests were completed. Each test contrasted responses from the five sub-groups.

Summary

Three major research questions were formulated in this study. In attempting to answer them the contents of a national sample of matched pairs of "Pre" and "Post" Act teacher contracts were examined. Also analyzed were the perceptions of professional educators and administrators towards a series of selected special education policy issues.

Chapter Four

Presentation of the Data

This chapter reports the results generated from data analyses. The presentation is divided into three sections corresponding to the three major research questions which guided the overall research.

Section One: Research Question One

Do differences exist in the contractual language of teacher union bargaining agreements ratified prior to the final implementation date of P.L. 94-142 (September 1, 1978) as compared to those formulated after this date?

Fifty-nine paired sets of teacher union contracts were obtained from the 120 largest school systems in the United States during the 1981-82 school year. Each contract was evaluated using a rating instrument. The "Teacher Contract Rating Scale" (TCRS) was developed from a review of the pertinent special education and business literature. The TCRS development process and rating procedures have been described in Chapter 3. Two hundred fifteen "Pre" Act contract clauses were identified. These contract clauses contained language which either directly dealt with or had the potential to affect the delivery and/or design of educational activities to identified handicapped students.

Using the same identification and rating criteria, a total of 278 special education related "Post" Act contract clauses were identified.

The "Post" Act contract rating process identified 63 additional special education related contract clauses. Individual percentage of occurrence were calculated for both "Pre" and "Post" Act conditions for all fourteen scale items. The results of these analyses are shown in Table 5.

Table 5
Percentage Scores By
Pre and Post Act Teacher Contract Ratings¹

| <u>Items</u> | <u>"Pre" Act Contracts</u> | | | | <u>"Post" Act Contracts</u> | | | |
|-------------------------------------|-----------------------------------|----------|----------|----------|-----------------------------|----------|----------|----------|
| | <u>Scale Rankings²</u> | | | | <u>Scale Rankings</u> | | | |
| | <u>0</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>0</u> | <u>1</u> | <u>2</u> | <u>3</u> |
| 1. Resolving Student Discipline | 15.3 | 79.7 | 5.1 | 0 | 10.2 | 81.4 | 8.5 | 0 |
| 2. Reduction in Regular Class Size | 93.2 | 5.1 | 1.7 | 0 | 79.7 | 16.9 | 3.4 | 0 |
| 3. Teacher Release Time | 93.2 | 3.4 | 3.4 | 0 | 79.9 | 13.6 | 5.1 | 1.7 |
| 4. Use of Educational Funds | 37.3 | 22.0 | 33.9 | 6.8 | 16.9 | 37.3 | 39.0 | 6.8 |
| 5. Increase Input of Unions | 35.6 | 57.6 | 5.1 | 1.7 | 32.2 | 59.3 | 5.1 | 3.4 |
| 6. Effective Use of LRE | 96.6 | 3.4 | 0 | 0 | 89.8 | 8.5 | 0 | 1.7 |
| 7. Monitor Administrator Placements | 96.6 | 0 | 3.4 | 0 | 86.4 | 6.8 | 3.4 | 3.4 |
| 8. Monitor Excessive Paperwork | 96.6 | 3.4 | 0 | 0 | 88.1 | 1.7 | 10.2 | 0 |

Table 5 (Continued)

| Items | <u>"Pre" Act Contracts</u> | | | | <u>"Post" Act Contracts</u> | | | |
|--|-----------------------------------|----------|----------|----------|-----------------------------|----------|----------|----------|
| | <u>Scale Rankings²</u> | | | | <u>Scale Rankings</u> | | | |
| | <u>0</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>0</u> | <u>1</u> | <u>2</u> | <u>3</u> |
| 9. Monitor Number of Staff Needed | 100.0 | 0 | 0 | 0 | 94.9 | 5.1 | 0 | 0 |
| 10. Provide Additional Resources | 47.5 | 49.2 | 3.4 | 0 | 40.7 | 49.2 | 10.2 | 0 |
| 11. Reimburse Teachers for after hours Professional Time | 71.2 | 20.3 | 8.5 | 0 | 55.9 | 30.5 | 13.6 | 0 |
| 12. Monitor Training and Licensure | 100.0 | 0 | 0 | 0 | 100.0 | 0 | 0 | 0 |
| 13. Provide Extensive Inservice Training | 69.5 | 30.5 | 0 | 0 | 71.2 | 28.8 | 0 | 0 |
| 14. Provide Increased Graduate Training | 83.1 | 6.8 | 10.2 | 0 | 83.1 | 3.4 | 11.9 | 1.7 |

¹Items one to fourteen = Individual Teacher Contract Rating Scale Questions, n = 59.

²Questionnaire Scale Intervals: 0 = no reference.

1 = some provision. 2 = content varied by question.

3 = content varied by question.

A visual inspection of Table 5 revealed several patterns between and within the TCRS scale items. The 14 items contained in this rating instrument can be clustered into five groups. These groups reflect similarities and/or differences between the types of contractual language contained in the "Pre" and "Post" Act teaching agreements. The five groups are as follows:

1. Contract items 4, and 5. The frequency distributions of these "Pre" and "Post" Act TCRS items remained the same for the most part. Each item contained some special education related contract language.
2. Contract item 12. Both "Pre" and "Post" Act frequency distributions of this TCRS item remained the same. Neither the "Pre" nor "Post" Act scale item contained any special education contractual language.
3. Contract items 1, 2, 3, 6, 7, 8, 9, 10, and 14. The "Post" Act contract items contained a slight increase in their special education related language.
4. Contract item 13. The special education related contract language decreased slightly in the "Post" Act teacher contracts.
5. Contract item 11. This item showed a marked increase in its "Post" Act special education related contractual language.

The present study did not look for the presence or absence of any direct link(s) between the "Pre" and "Post" special education related language contained in each set of paired agreements. All changes observed in the special education related language of the contract clauses have been aggregated across all "Pre" and "Post" Act data sets.

The analysis of the clusters of TCRS items that emerged from the grouping of these data is as follows:

Cluster 1.0 - Contact items 4 and 5.

The contract items that comprise this cluster dealt with the following:

1. Identifying contract clauses that specified the use of educational funds for mileage or transportation costs (meal, toll, hotel). These funds were to be used for home visits by classroom teachers to develop, revise and/or implement federal and/or state identification, evaluation or programming requirements (contract item 4).
2. Identifying those contracts that had clause(s) designed to increase the input of teacher unions into the direct policy making process in both regular and special education concerns (contract item 5).

A review of these data presented in Table 5 for both TCRS items reveals that very little change occurred across time in either the "Pre" or "Post" Act contract sets. The differences in the frequency distributions of these two items suggests that greater gains have been made by teacher union personnel in one of these two items. It is in those contractual items designed to channel funds to teachers for their use in educational activities e.g., travel, mileage. The lack of dramatic change in the "Pre" and "Post" Act frequency distributions for these two items indicates that the passage and implementation of the Act was not the sole factor influencing both groups to negotiate over these issues.

Cluster 2.0 - Contract item 12.

The contract item that comprise this cluster dealt with the following:

1. Identifying clause(s) designed to monitor the training and licensure programs of teachers working with handicapped students (contract item 12).

No contractual language was identified in either the "Pre" or "Post" Act contracts dealing with this item. Neither the passage nor the implementation of the Act effected any changes in the collective bargaining behaviors of local school districts' boards of education and/or their classroom teachers. It appears that the collective bargaining process is not the mechanism by which either of these two groups deal with this concern.

The results obtained from the analyses of these data may be interpreted to suggest that some other type of administrative mechanisms might exist. If so, any monitoring of these concerns most likely occurs outside of the framework of the local collective bargaining agreement. For example, a state's Department of Education and its Bureaus of Teacher Certification may have this administrative oversight function. It is also possible that either teacher unions or school boards may choose to actively lobby state representatives when they believe there is a need to introduce changes in existing teacher certification legislation and regulations.

Cluster 3.0 - Contract items 1, 2, 3, 6, 7, 8, 9, 10,
and 14.

The contract items that comprise this cluster dealt with the following:

1. Methods for resolving deviances in student behavior (contract item 1).
2. Dealing with reductions in regular class size when a handicapped student was placed into that same class for instruction (contract item 2).
3. Teacher release time for completing specific special education related paperwork requirements (contract item 3).
4. The effective use of Least Restrictive Environment (contract item 6).
5. Monitoring the appropriateness of administrative placements of handicapped students into regular classrooms (contract item 7).
6. Monitoring excessive paperwork and professional staff time requirements that curtail direct student teacher contact (contract item 8).
7. Monitoring the number of staff needed to provide a Free Appropriate Public Education to handicapped children (contract item 9).
8. Providing additional resources to all educators working with handicapped youth (contract item 10).
9. Providing increased graduate training in special education issues, curriculum, and instructional techniques to both special & regular educators (contract item 14).

An inspection of the frequency distributions of these "Pre" and "Post" Act contract items located in Table 5 reveals that very little change was observed across the "Post" Act contract items.

This indicates that the passage and implementation of the Act, by itself, did not dramatically affect either the negotiation behaviors or final written content of the subsequently ratified collective bargaining agreements. The slight increase in the number of contracts that began to address these special education related concerns does suggest that certain aspects of implementing the Act may have caused some local unions' leadership to focus in on how these issues effected their members.

Cluster 4.0 - Contract item 13.

The contract item that comprised this cluster dealt with the following:

1. Identifying teacher contract clause(s) designed to provide extensive inservice training to educators who worked with handicapped students in regular & special education settings (contract item 13).

A review of the survey results contained in Table 5 reveals a slight decrease in the number of "Post" Act contracts clauses containing "some provision" related to this item. The complete absence of any specific special education contract items (either the "Pre" or "Post" Act frequency distributions) indicates that the passage and implementation of the Act had little discernible affect on either the unions or LEAs' collective bargaining behaviors.

Almost seventy percent of all "Pre" and "Post" Act contracts contained no reference to this item. This indicates that approximately thirty percent of all "Pre" and "Post" Act contracts rated contained some reference to extensive inservice training for all professional staff working with handicapped students.

The remaining seventy percent (the majority of the teacher contracts) did not specifically target their inservice training efforts towards increasing their professional staff members' knowledge base of the educational needs of handicapped learners. This suggests that in these school districts professional staff inservice training focuses on providing instruction to all educators on teaching a wide range of students. This process seems to be occurring in the majority of school districts sampled regardless of students' specific categorical labels, i.e., Handicapped, ECIA, Bilingual, Title I.

It is also possible that alternate formal and/or informal administrative mechanisms exist to deal with any extensive inservice training required for teachers working with handicapped students. It is possible that LEAs may be using some portion of their local, state, or federal monies to inservice educators who work with handicapped students.

Cluster 5.0 - Contract item 11.

The contract item that comprised this cluster dealt with the following:

1. Identifying those teacher contract clause(s) developed to reimburse teachers for time spent in working after hours when parent conferences must be scheduled after the end or prior to the beginning of the school day (contract item 11).

A review of the "Post" Act frequency distributions contained in Table 5 indicates that the number of teacher contracts containing "no reference" to this item decreased by 15.3 percent. There was a corresponding increase of 10.2 percent in the number of teacher contracts containing "some provision" related to this issue. A similar but smaller increase of 5.1 percent was noted in the number of contracts detailing specific amounts of monetary compensation for overtime pay. This was for work done either before or after the official work day.

The next stage in the data analysis process was to refine the initial results obtained from the "Pre" and "Post" Act contract frequency analyses. This was accomplished by examining the actual contractual language in the previously identified "Pre" and "Post" Act special education related contracts. The goal of this secondary data analysis was to isolate teacher contract items that specifically cited special education and/or related services.

The previously identified 215 "Pre" and 278 "Post" Act contract clauses formed the initial pool of contract items. It was from these two global sets that the data collector identified specific sets of "Pre" and "Post" Act special education and/or related services contract items. The identification procedures utilized to accomplish this activity have been presented in Chapter 3.

A review of Table 6 identifies fifteen different collective bargaining agreement content clusters. These clusters emerged from the qualitative analysis of the "Pre" and "Post" Act special education contract data. The specific qualitative data analysis techniques utilized in this study have been discussed in Chapter 3.

Table 6
 Breakdown of Pre and Post Act
 Special Education Contracts
 By Content Clusters

| <u>Contract Cluster</u> | <u>Pre Act</u> | <u>Post Act</u> | <u>Difference</u> ¹ |
|-----------------------------|------------------|-----------------|--------------------------------|
| | <u>N</u> | <u>N</u> | <u>N</u> |
| Rules & Regulations | 25 | 77 | + 52 |
| Mainstreaming | 3 | 14 | + 11 |
| Teacher Materials | 2 | 10 | + 8 |
| IEPs | 3 | 10 | + 7 |
| Union/Management Committees | 7 | 13 | + 6 |
| Miscellaneous | N/A ² | 6 | + 6 |
| Discipline | 10 | 15 | + 5 |
| Inservice Training | 2 | 7 | + 5 |
| Mileage | 2 | 5 | + 3 |
| Class Size | 27 | 30 | + 3 |
| Extended School Year | N/A ² | 2 | + 2 |
| LD Tutors & Aides | 1 | 3 | + 2 |

Table 6 (Continued)

| | <u>Pre Act</u> | <u>Post Act</u> | <u>Difference</u> ¹ |
|-------------------------|----------------|-----------------|--------------------------------|
| <u>Contract Cluster</u> | <u>N</u> | <u>N</u> | <u>N</u> |
| Parent Conferences | 1 | 2 | + 1 |
| Referral Process | 4 | 5 | + 1 |
| Compensation | 8 | 2 | - 6 |

| | | |
|---------------|-----------|------------|
| Totals | 95 | 201 |
|---------------|-----------|------------|

¹Difference = Post Act Contract Clauses - Pre Act Contract Clauses.

²N/A = contract cluster not identified during Pre Act teacher contract content analysis.

Ninety-five "Pre" Act clauses were identified during this process. The total number of "Post" Act clauses identified was two hundred and one. This is an increase of 106 special education and/or related services contract clauses over the number identified in the "Pre" Act collective bargaining agreements. The fifteen contract content clusters are ranked in descending order according to the number of the differences between the "Pre" and the "Post" Act items.

The intent of the present study was to examine these data for any increase and/or decrease in the number of special education related contract items identified in the "Pre" and "Post" Act teacher contracts. With this objective in mind, the rater clustered the qualitative data elements obtained from the previously identified "Pre" and "Post" Act special education contract items.

A maximum of fifteen "Pre" and/or "Post" clusters were identified. An additional inspection of Table 6 reveals that these content clusters could be grouped according to the number of differences found between their "Pre" and "Post" act items. An examination of the difference in the interval size between each "Pre" and "Post" Act clusters indicates that four distinct sets emerged from these data. Three of the four sets were made up of multiple contract cluster items.

The fourth set contained only one cluster item. This was due to a decrease in the number of items identified in the "Post" Act cluster.

Appendix L contains a sample of the specific "Pre" and "Post" Act special education content identified during the qualitatively based contract clause clustering procedures. The reader may wish to refer back to this appendix to examine a sample of the qualitative data elements from which these results have been drawn. The sheer size or number of words contained within many of the individual special education "Pre" and "Post" Act contract clause(s) necessitated providing the reader with a relatively small sample of these items.

The first set contained fifty-two special education "Post" Act "rules and regulations" cluster items. This was in addition to the 25 identified during the analysis of the "Pre" Act data set.

The content of the "Rules and Regulations" cluster dealt primarily with issues concerned with the assignment and scheduling of both regular and special education employees within their workplace(s), i.e., school building(s). Examples of these types of concerns were language dealing with:

1. The opening, closing, or relocation of special education classes.
2. Specifying both the length as well as the beginning and end of the work day for special education teachers.

3. Either specifying that regular and special education teachers had identical working conditions or citing any differences between the working conditions of these two groups of educators.
4. Identifying contractual language that clearly defined special education teacher's transfer procedures within the school district.

The second contract cluster identified in this set was "mainstreaming." Eleven additional special education cluster items were identified in the "Post" Act data set over the three previously identified in the "Pre" Act data set. The content of the "Pre" and "Post" Act mainstreaming special education language dealt with:

1. How regular and special educator(s) worked together to jointly educate a handicapped child.
2. Regulating the pupil teacher ratio for the regular classroom teacher whenever a handicapped student was placed into a regular education setting for instruction.
3. Assigning handicapped students to regular educators on some type of equitable basis within a school system.
4. Defining conditions under which a special education student may be mainstreamed into a regular classroom for one or more classroom subjects and/or removed from the mainstream classroom setting.

The first set of contract clusters contained the two largest content areas identified across both the "Pre" and "Post" Act qualitative data sets.

The second set of special education content cluster items that could be grouped according to the number of differences between their "Pre" and "Post" Act items contained:

1. Teacher materials.
2. Handicapped Student's Individual Education Programs (IEPs).
3. Union/management committees.
4. Student discipline.
5. Professional staff inservice training.
6. A miscellaneous category for "Post" Act items that once identified did not fit within the existing content clusters.

The "Post" Act miscellaneous category does not contain any items that can be contrasted against the existing "Pre" Act contract clusters. It is reported here as a separate category. The items contained within it were not used in the qualitative analysis procedures. The remaining five content clusters contain the largest number of individual differences across all of the other cluster items with the exception of Set One.

The third contract cluster set contained the following six items:

1. Mileage.
2. Class size.
3. Extended school year.
4. Learning Disabilities' tutors & aides.
5. Parent conferences.

6. The special education referral process.

Taken together as a group these items contain relatively small differences between their "Pre" and "Post" Act numbers.

The fourth set containing only one item. It is:

1. Teacher Compensation.

It was grouped by itself because it is the only content cluster item that showed a negative difference in the "Post" Act data set. The number of contract cluster clauses decreased by six items.

Section Two: Research Question Two

Do differences exist between educators located in urban and rural population areas (special education teachers and regular educators) regarding the importance of having school board policies in relation to identified special education and related service delivery issues?

This second research question was developed in an attempt to determine if the special education policy issues examined in this study were problems or concerns for all public school teachers. The specific hypothesis tested here was:

There will be no differences between urban and rural educators responses on the "Policy Issues in Special Education Rating Scale (PSE)."

To answer the second research question a survey instrument entitled "Policy Issues in Special Education Rating Scale" (PSE) was developed, refined, and mailed out to all local county directors of special education in the State of West Virginia.

It was also mailed to randomly selected urban and rural West Virginia regular and special education teachers located in two county school systems.

Survey respondents were asked to rate each policy issue statement by indicating the index of value. For the purpose of this study, LEAs' educational policies were operationally defined as being the separate content of each scale item in the PSE. As such, the PSE attempted to determine the perceptions of school personnel (administrators and teachers) towards the potential implementation of fifteen local school board policies. To accomplish this the PSE scale had five anchor points from which to choose. A complete description of each anchor point's scale content is found in Appendix N.

To determine whether previously identified special education policy issues were considered important by each teacher group as well as administrators, a mean index of value was computed for each policy item. This was done by summing the number associated with each rating and dividing by the number of survey respondents.

Mean index values were computed separately for each group of respondents. The higher the mean, the higher the index of value. A complete listing of mean scores by each of the five respondent groups is found in Table 7.

Table 7
Mean Scores By Policy Issue Survey Respondents
Respondents¹

| <u>Items²</u> | <u>SED</u> | <u>RSET</u> | <u>USET</u> | <u>RRET</u> | <u>URET</u> | <u>Total Means</u> |
|----------------------------------|------------|-------------|-------------|-------------|-------------|--------------------|
| 1. Disruptive Behavior | 3.67 | 3.89 | 3.95 | 4.17 | 3.83 | 3.90 |
| 2. Classroom Size | 2.50 | 3.23 | 3.60 | 3.89 | 3.58 | 3.36 |
| 3. Release Time | 3.15 | 4.31 | 4.32 | 4.00 | 3.83 | 3.92 |
| 4. Travel Allowances | 2.82 | 3.34 | 3.76 | 3.30 | 3.25 | 3.29 |
| 5. Teacher Organ. | 2.17 | 3.44 | 3.33 | 3.77 | 3.45 | 3.23 |
| 6. Least Restrictive Environment | 3.45 | 3.89 | 3.95 | 3.30 | 3.28 | 3.57 |
| 7. Limits on Class Size | 2.67 | 3.68 | 3.81 | 4.25 | 3.93 | 3.67 |
| 8. Monitor School Placements | 2.87 | 3.65 | 3.97 | 4.15 | 4.12 | 3.75 |
| 9. Monitor Paperwork | 2.63 | 3.84 | 4.33 | 3.95 | 3.64 | 3.68 |
| 10. Monitor Number of Staff | 2.76 | 3.94 | 3.72 | 3.64 | 3.45 | 3.50 |
| 11. Add. Resources | 3.26 | 4.43 | 4.44 | 4.20 | 4.12 | 4.09 |
| 12. Reimburse Teachers | 2.84 | 3.65 | 3.76 | 3.77 | 3.38 | 3.48 |
| 13. Monitor Training Licensure | 3.32 | 4.07 | 4.09 | 3.95 | 3.77 | 3.84 |
| 14. Inservice Training | 3.69 | 4.42 | 4.35 | 4.02 | 4.12 | 4.11 |

Table 7 (continued)

| <u>Items</u> ² | <u>SED</u> | <u>RSET</u> | <u>USET</u> | <u>RRET</u> | <u>URET</u> | <u>Total Means</u> |
|---------------------------|------------|-------------|-------------|-------------|-------------|--------------------|
| 15. Graduate Training | 3.39 | 4.13 | 4.19 | 3.85 | 3.54 | 3.82 |
| <u>Total Means</u> | 3.01 | 3.86 | 3.97 | 3.88 | 3.68 | 3.68 |

¹SED = Special Education Directors, n = 46.

RSET = Rural Special Education Teachers, n = 38.

USET = Urban Special Education Teachers, n = 43.

RRET = Rural Regular Education Teachers, n = 40.

URET = Urban Regular Education Teachers, n = 31.

²1 to 15 = Individual Special Education Policy Survey Items.

The next step in the data analysis process was to determine if a statistically significant relationship existed between the mean indices of value and the separate groups rating the index. To accomplish this fifteen Oneway Analysis of Variance (ANOVA) statistics, one for each of the scale's items, were calculated. The results of these statistical tests are shown in Table 8.

A visual review of Table 8 indicates that the F ratio computed for question one was not statistically significant ($p = .25$). All respondents perceived the need for the development of school board policy as important. The remaining fourteen scale items each had statistically significant F ratios at either the .01 or .001 level of significance.

A series of follow-up analyses were then completed. This was done in an attempt to understand the differing perceptions of the PSE survey's respondents on the special education policy issues examined in this study.

Table 8
ANOVA Summaries for Special Education
Policy Issue Rating Scale:
Questions One through Fifteen

| Scale Item | SS | df | MS | F |
|--|--------|-----|-------|---------|
| Q.1 Resolving disruptive behavior: | | | | |
| Between Grs. | 5.61 | 4 | 1.40 | 1.36 |
| Within Grs. | 198.32 | 193 | 1.02 | |
| Q.2 Reduction in regular classroom size: | | | | |
| Between Grs. | 49.68 | 4 | 12.42 | 10.12** |
| Within Grs. | 236.88 | 193 | 1.22 | |
| Q.3 Release time for regular & special education teachers: | | | | |
| Between Grs. | 40.39 | 4 | 10.09 | 9.31** |
| Within Grs. | 209.33 | 193 | 1.08 | |
| Q.4 Use of educational funds for travel allowances: | | | | |
| Between Grs. | 19.80 | 4 | 4.95 | 3.72* |
| Within Grs. | 256.28 | 193 | 1.32 | |
| Q.5 Increase influence of teacher organizations: | | | | |
| Between Grs. | 66.62 | 4 | 16.65 | 12.71** |
| Within Grs. | 252.79 | 193 | 1.30 | |
| Q.6 Effective use of Least Restrictive Environment: | | | | |
| Between Grs. | 16.23 | 4 | 4.05 | 3.31* |
| Within Grs. | 236.14 | 193 | 1.22 | |

Table 8 (Continued)

| Scale Item | SS | df | MS | F |
|---|--------|-----|-------|---------|
| Q.7 Limits on class size for regular educators: | | | | |
| Between Grs. | 62.04 | 4 | 15.51 | 14.95** |
| Within Grs. | 200.20 | 193 | 1.03 | |
| Q.8 Monitoring school administrators Placements of special ed students: | | | | |
| Between Grs. | 48.45 | 4 | 12.11 | 11.07** |
| Within Grs. | 211.04 | 193 | 1.09 | |
| Q.9 Monitoring paperwork and professional staff time: | | | | |
| Between Grs. | 72.70 | 4 | 18.17 | 15.07** |
| Within Grs. | 232.71 | 193 | 1.20 | |
| Q.10 Monitor number of staff needed to provide Free Appropriate Public Education (FAPE): | | | | |
| Between Grs. | 35.41 | 4 | 8.85 | 7.17** |
| Within Grs. | 238.13 | 193 | 1.23 | |
| Q.11 Additional resources for educators working with handicapped students: | | | | |
| Between Grs. | 41.74 | 4 | 10.43 | 12.91** |
| Within Grs. | 155.99 | 193 | .80 | |
| Q.12 Reimburse teachers for time worked outside of normal school day: | | | | |
| Between Grs. | 26.95 | 4 | 6.73 | 4.50** |
| Within Grs. | 288.92 | 193 | 1.49 | |

Table 8 (Continued)

| Scale Item | SS | df | MS | F |
|---|--------|-----|------|--------|
| Q.13 Monitor training & licensure programs of teachers working with handicapped students: | | | | |
| Between Grs. | 17.74 | 4 | 4.43 | 3.71* |
| Within Grs. | 230.26 | 193 | 1.19 | |
| Q.14 Provide inservice training to educators working with handicapped students: | | | | |
| Between Grs. | 14.56 | 4 | 3.64 | 4.40* |
| Within Grs. | 159.44 | 193 | .82 | |
| Q.15 Provide graduate training in special ed issues, curriculum, and instructional techniques for educators working with handicapped students: | | | | |
| Between Grs. | 20.50 | 4 | 5.12 | 5.55** |
| Within Grs. | 178.03 | 193 | .92 | |

Note.

* $p < .01$.

** $p < .001$.

The secondary data analysis procedure chosen was the Scheffe' test of multiple mean comparisons. This particular test of multiple mean comparisons was selected for three reasons. There were: 1) the unequal sample sizes of each of the five groups obtained during the data collection process; 2) it is more stringent than other available multiple mean comparison methods and will lead to fewer significant differences based upon chance errors; and 3) unless assumptions of normality and homogeneity of variance are grossly violated, the statistic is not seriously affected.

A series of Scheffe' tests were calculated to test for the presence of statistically significant ($p = .05$) group differences between the paired means. The results of these analyses provided an overall picture of how each group's policy concerns varied across each of the fourteen individual items. The results of the Scheffe' test for each of the special education policy questions are presented in Table 9.

Underlining was used to display significant differences between groups. The reader will note that two parallel lines are drawn under each of the group means presented in Table 9. When the two lines overlay each other this indicates that no significant differences were found between those specific groups.

Where two lines do not overlay each other, this indicates that significant differences were found between the paired means. For example, question two contains three groups (Urban Special Education Teachers (USET), Rural Regular Education Teachers (RRET), and Urban Regular Education Teachers (URET)) that are significantly different from Special Education Directors (SED). However, Rural Special Education Teachers (RSET) were not significantly different from SED.

Table 9

Results of Scheffe' Multiple Mean Comparision Test
on Individual School Board Policy Items
Reported By Respondent Groups

Q.1 Resolving Disruptive
Behavior

| Respondents | RRET | USET | RSET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 40 | N = 43 | N = 38 | N = 31 | N = 46 |
| Mean | 4.17 | 3.95 | 3.89 | 3.83 | 3.67 |

Q.2 Reduction in Regular
Classroom Size

| Respondents | RRET | USET | URET | RSET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 40 | N = 38 | N = 31 | N = 38 | N = 46 |
| Mean | 3.89 | 3.60 | 3.58 | 3.23 | 2.50 |

Q.3 Release Time for Regular &
Special Education Teachers

| Respondents | USET | RSET | RRET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 38 | N = 40 | N = 31 | N = 46 |
| Mean | 4.32 | 4.31 | 4.00 | 3.83 | 3.15 |

Q.4 Use of Educational Funds for
Travel Allowances

| Respondents | USET | RSET | RRET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 38 | N = 40 | N = 31 | N = 46 |
| Mean | 3.76 | 3.34 | 3.30 | 3.25 | 2.82 |

Table 9 (Continued)

Q.5 Increase Influence of
Teacher Organizations

| Respondents | RRET | URET | RSET | USET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 40 | N = 31 | N = 38 | N = 43 | N = 46 |
| Mean | 3.77 | 3.45 | 3.44 | 3.33 | 2.17 |

Q.6 Effective Use of Least
Restrictive Environment

| Respondents | USET | RSET | SED | RRET | URET |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 38 | N = 46 | N = 40 | N = 31 |
| Mean | 3.95 | 3.89 | 3.45 | 3.30 | 3.28 |

Q.7 Limits on Class Size
for Regular Educators

| Respondents | RRET | URET | USET | RSET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 40 | N = 31 | N = 43 | N = 38 | N = 46 |
| Mean | 4.25 | 3.93 | 3.81 | 3.68 | 2.67 |

Q.8 Monitoring School Administrators
Placements of Special Ed Students

| Respondents | RRET | URET | USET | RSET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 40 | N = 31 | N = 43 | N = 38 | N = 46 |
| Mean | 4.15 | 4.12 | 3.97 | 3.65 | 2.87 |

Table 9 (Continued)

Q.9 Monitoring Paperwork and Professional Staff Time

| Respondents | USET | RRET | RSET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 40 | N = 38 | N = 31 | N = 46 |
| Mean | 4.33 | 3.95 | 3.84 | 3.64 | 2.63 |

Q.10 Monitor Number of Staff Needed to Provide Free Appropriate Public Education (FAPE)

| Respondents | RSET | USET | RRET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 38 | N = 43 | N = 40 | N = 31 | N = 46 |
| Mean | 3.94 | 3.72 | 3.64 | 3.45 | 2.76 |

Q.11 Additional Resources for Educators Working with Handicapped Students

| Respondents | USET | RSET | RRET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 38 | N = 40 | N = 31 | N = 46 |
| Mean | 4.44 | 4.43 | 4.20 | 4.12 | 3.26 |

Q.12 Reimburse Teachers for Time Worked Outside of Normal School Day

| Respondents | RRET | USET | RSET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 40 | N = 43 | N = 38 | N = 31 | N = 46 |
| Mean | 3.77 | 3.76 | 3.65 | 3.38 | 2.84 |

Table 9 (Continued)

Q.13 Monitor Training and Licensure Programs
of Teachers Working with Handicapped Students

| Respondents | USET | RSET | RRET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 38 | N = 40 | N = 31 | N = 46 |
| Mean | 4.09 | 4.07 | 3.95 | 3.77 | 3.32 |

Q.14 Provide Inservice Training to Educators
Working with Handicapped Students

| Respondents | RSET | USET | URET | RRET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 38 | N = 43 | N = 31 | N = 40 | N = 46 |
| Mean | 4.42 | 4.35 | 4.12 | 4.02 | 3.69 |

Q.15 Provide Graduate Training in Special
Ed Issues, Curriculum, and Instructional
Techniques for Educators Working with
Handicapped Students

| Respondents | USET | RSET | RRET | URET | SED |
|-------------|--------|--------|--------|--------|--------|
| | N = 43 | N = 38 | N = 40 | N = 31 | N = 46 |
| Mean | 4.19 | 4.13 | 3.85 | 3.54 | 3.39 |

Note.

All Scheffe' Multiple Mean Comparison Tests, $p. < .05$

Respondent's Identification Code:

SED = Special Education Directors

RSET = Rural Special Education Teachers

RRET = Rural Regular Education Teachers

USET = Urban Special Education Teachers

URET = Urban Regular Education Teachers

In order to answer Research Question Two, a review of Figure 1 is required. This figure visualizes the relationships and possible interrelationships between each of the four teacher groups. Each group's mean index of value was constructed using data obtained from Table 7.

An inspection of Figure 1 reveals that the questionnaire ratings from the four teacher groups tended to cluster very close to each other. This suggests that classroom teachers, regardless of work (urban or rural) site, consistently perceived similar degrees of need for the selected special education policies examined in this study.

Additional statistical evidence supporting collapsing the four teacher groups into one larger group was found by reviewing the Scheffe' test results. These results are presented in Table 9. An inspection of Table 9 indicates that with the exception of special education policy items one and six, (neither of which was statistically significant at the $p < .05$ level) the remaining policy items contain statistically significant ($p < .05$) group differences.

Differences were found between the mean values of special education program directors and teacher groups. Based on these results, the original five survey groups were re-categorized into two major groups (teachers and directors).

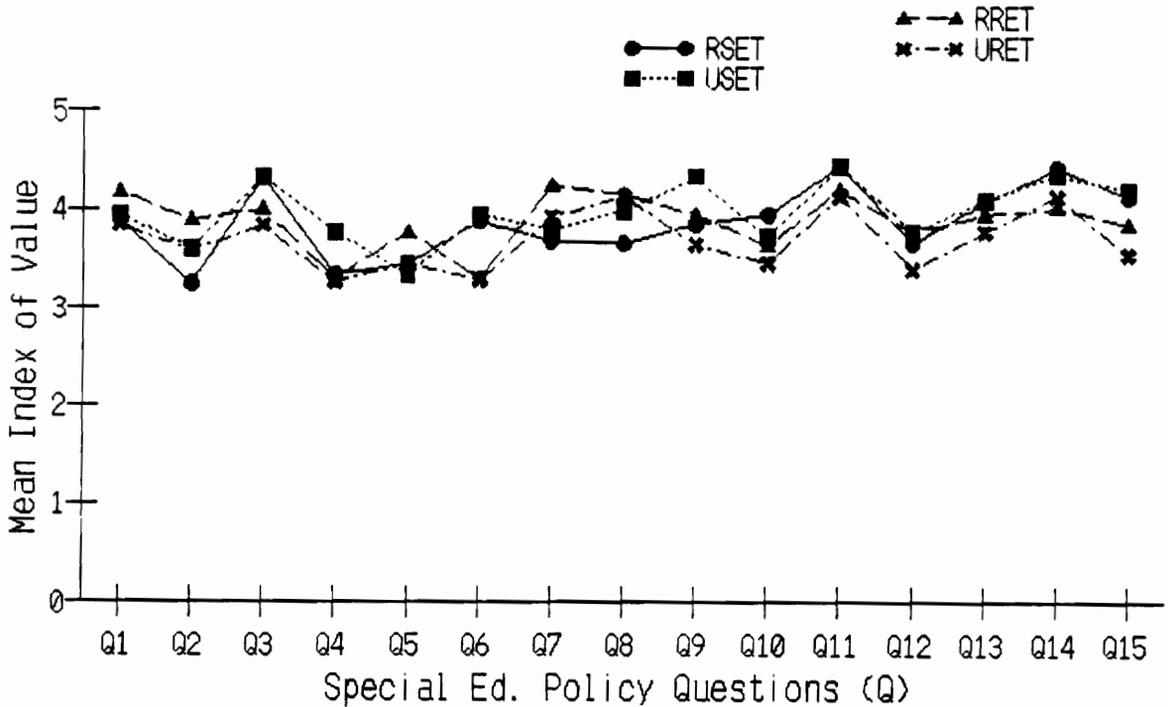


Figure 1: Policy Item Means by Teacher Groups

Note.

RSET = Rural Special Education Teachers
 RRET = Rural Regular Education Teachers
 USET = Urban Special Education Teachers
 URET = Urban Regular Education Teachers

- Q1 = Resolving disruptive behavior.
 Q2 = Reduction in class size.
 Q3 = Release time for completing federal/state paperwork.
 Q4 = Travel allowances for home visits.
 Q5 = Increase influence of teacher organizations.
 Q6 = Effective use of Least Restrictive Environment.
 Q7 = Set limits on regular education class size.
 Q8 = Monitor placements of handicapped students.
 Q9 = Monitor paperwork and professional staff time.
 Q10 = Monitor number of professional staff needed.
 Q11 = Provide additional resources to educators.
 Q12 = Reimburse teachers for time spent in working outside of the normal school day for parent conferences.
 Q13 = Monitor training & licensure programs of teachers.
 Q14 = Provide inservice training to teachers working with handicapped students.
 Q15 = Provide graduate training in special education issues, curriculum, and instruction techniques for teachers.

The magnitude of the group mean index of values indicates that teacher respondents' scores can be initially grouped according to their specific job assignments (regular or special education instruction). This grouping occurred in questions three, five, seven, eight, nine, ten, eleven, thirteen, fourteen, and fifteen.

A further inspection of these data revealed that the questionnaire ratings from the four teacher groups tended to cluster very close to one another. Special educators, regardless of worksite (urban or rural), perceived an almost identical degree of need for changes in the PSE survey's special education policy concerns. Virtually the same response pattern was identified for urban and rural regular educators. This indicates that classroom teachers, regardless of their worksite, consistently perceived similar degrees of need for the majority of selected special education policy issues examined in this study.

The null hypothesis, derived from this research question, predicted no differences in teacher responses based upon worksite location (urban or rural). It was not rejected. Teachers working in either urban or rural school systems have similar perceptions of the need for local boards of education to develop specific special education related board approved policies and procedures.

Section Three: Research Question Three

Do differences exist between directors of special education, special education teachers, and regular educators regarding the importance of having school board policies directed at special education and related service delivery issues?

This third research question was examined through analyses of the data gathered from the PSE rating scale. Two statistical analysis procedures were employed. They consisted of 1) fifteen individual Oneway Analysis of Variance (ANOVA), one for each of the PSE scale's items; and 2) fourteen individual Scheffe' tests of multiple mean comparisons. The results of the ANOVA analyses can be found in Table 8. The results of the Scheffe' test are presented in Table 9.

An inspection of Table 9 indicates that rural regular educators, urban regular, and urban special educators perceived a significantly greater need for the development of local school board policies dealing with reductions in regular classroom size than did special education directors. The results of the Scheffe' test also revealed that rural special educators did not differ significantly from special education program directors in their responses on this policy issue. This scale item was inadvertently duplicated within the PSE research instrument.

Item number seven - Limits on class size for regular educators - is virtually an exact duplicate of the first classroom size PSE scale item. The results of the Scheffe' test indicate that classroom teachers perceived a significantly greater need for policy development in this area than did directors.

The results obtained from these two PSE scale items suggest that the majority of the classroom teachers perceived a need for boards of education to develop specific policies dealing with class size adjustment mechanisms. Whereas, directors perceived virtually no need for the development of school board policies and procedures dealing with this issue.

An additional inspection of Table 9 reveals four distinct response patterns. These patterns are shown in the perceptions of directors of special education and professional educators. Each group reflects similarities and/or differences between the perceptions held by the other groups, as measured by their respective indices of value on the PSE.

The first group identified contained 2 special education policy items. They are:

1. Resolving disruptive student behavior.
2. The effective use of least restrictive environment.

Since the initial ANOVA analysis conducted on item one in this group did not identify any significant differences between groups, no subsequent Scheffe' test was computed. All groups perceived the need for the development of formal school board policy in this area as being between "valuable" and "essential." The mean values displayed for this policy item in Table 9 are presented to inform the reader of their range.

A Scheffe' test was computed on the second item in this group. The results of this test indicated that while a significant ANOVA F ratio had been previously reported, $F(4,193)=3.31, p<.01$, there were no significant differences ($p = .05$) between any of the groups. This policy item dealt with the need to develop formal school board policies designed to deal with the effective use of Least Restrictive Environment by school personnel.

A possible explanation for the non significant Scheffe' test statistic reported here can be found in the limited range (3.28 to 3.95 or .67 overall) of the respondent's mean values. They are quite limited for this policy item. Since the Scheffe' test is a very stringent procedure, any scale differences that do exist between groups, as reported in the ANOVA ratio, may not be wide enough to be statistically significant ($p < .05$).

There were no significant differences identified in the index of value ratings obtained from any of the five groups for either of these two special education policy items. A review of Table 9 reveals a high degree of congruence across all five groups. This seems to indicate that they all place a high degree of importance on the need for school boards to deal with these two issues.

The second group contained five special education policy items. They consisted of:

1. Increasing the influence of teacher organizations.
2. Limiting class size for regular educators.
3. Monitoring school administrator's placements of special education students.
4. Monitoring both paperwork and professional staff time.
5. Obtaining additional resources for educators working with handicapped students.

A review of Table 9 reveals a clear distinction between the value ratings for special education directors and all teacher groups across each of these five items. Directors of special education programs differed significantly ($p < .05$) from all other teacher groups. They differed in their perception of the need for formal board policies and procedures on these issues. Overall, they tended to rate the need for the development of formal school board policy and procedures as being of "limited value."

Whereas, all teacher groups perceived the need for formal policy development falling somewhere between "valuable" and "essential," depending upon the specific question being rated.

Group 3 contained three special education policy items. They consist of:

1. Reduction in regular classroom size.
2. Release time for regular and special educators.
3. Monitoring the number of staff needed to provide a Free Appropriate Public Education (FAPE).

Three out of the four teacher groups rated the need for special education policy in these areas significantly higher than did the special education program administrators. One group of teachers (either special or regular educators depending upon the specific policy item being rated) always differed significantly from the other three teacher groups. This teacher group did not differ significantly from special education directors.

The fourth group contains five special education policy items. They were:

1. Use of educational funds for travel allowances.
2. Reimburse teachers for time worked outside of the normal school day.
3. Monitoring training and licensure programs of teachers working with handicapped students.

4. Providing inservice training to educators working with handicapped students.
5. Providing graduate training in special education issues, curriculum, and instructional techniques for educators working with handicapped students.

An inspection of the Scheffe' test results across each of these five policy items revealed that two and sometimes three out of the four teacher groups did not differ statistically from special education directors. The results of the Scheffe' tests obtained for each of these five policy items strongly suggest that teachers tended to agree with directors of special education in these specific policy areas.

This suggests that while the development of formal school board special education policies and procedures in these five areas may be desirable to some educators, they may not be important to all teachers. It appears that these are not special education issues that would be strongly supported, if at all, by the majority of either regular or special education teachers. Consequently, any "Post" Act contractual language, if it existed at all, dealing with these issues would probably be extremely limited in scope as to whom it effected and to what degree.

In order to visualize the relationships between each of the five respondent groups, a graphic display of each group's mean index of value was constructed.

Figure 2 displays the fifteen special education policy scale items' mean values. These are plotted by each of the five respondent groups.

An inspection of each group's mean index value ratings across each of the fifteen policy scale items indicates that the four teacher groups' ratings tended to cluster very closely together. However, an inspection of directors' mean index of value ratings indicates that they consistently rated the majority of the PSE's policy items lower than any of the four teacher groups. This strongly suggests that there are really only two major groups.

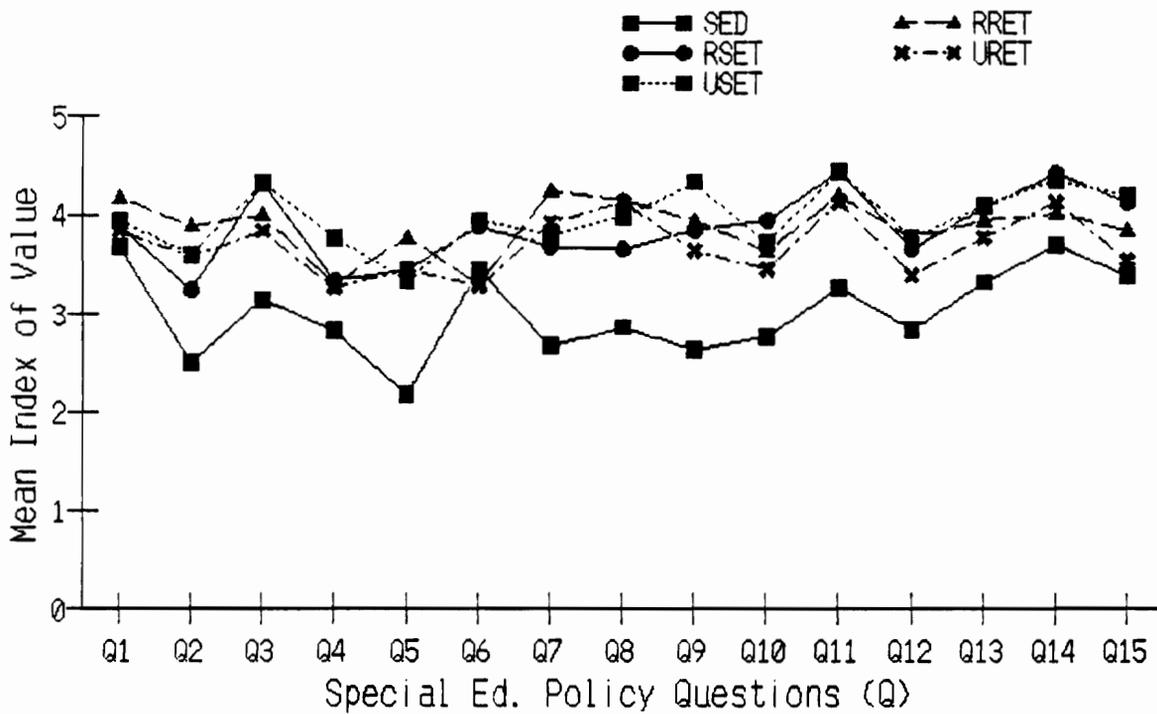


Figure 2: Policy Item Means by Survey Respondents

Note.

- SED = Special Education Directors
- RSET = Rural Special Education Teachers
- RRET = Rural Regular Education Teachers
- USET = Urban Special Education Teachers
- URET = Urban Regular Education Teachers

- Q1 = Resolving disruptive behavior.
- Q2 = Reduction in class size.
- Q3 = Release time for completing federal/state paperwork.
- Q4 = Travel allowances for home visits.
- Q5 = Increase influence of teacher organizations.
- Q6 = Effective use of Least Restrictive Environment.
- Q7 = Set limits on regular education class size.
- Q8 = Monitor placements of handicapped students.
- Q9 = Monitor paperwork and professional staff time.
- Q10 = Monitor number of professional staff needed.
- Q11 = Provide additional resources to educators.
- Q12 = Reimburse teachers for time spent in working outside of the normal school day for parent conferences.
- Q13 = Monitor training & licensure programs of teachers.
- Q14 = Provide inservice training to teachers working with handicapped students.
- Q15 = Provide graduate training in special education issues, curriculum, and instruction techniques for teachers.

Statistical evidence to support collapsing the five groups into only two major groups (teachers and directors) was provided through a review of the Scheffe' test statistics presented in Table 9.

The Scheffe' test results (with the exception of special education policy items one and six, neither of which was statistically significant at the $p. < .05$ level) indicated a series of statistically significant ($p. < .05$) differences. These differences were identified between the mean values of special education program directors and teacher groups. The original five survey groups can be differentiated into two major groups, i.e. teachers and directors. The results of the Scheffe' test statistics indicate that teachers and directors differed on ten of the thirteen questions or seventy-seven percent of the scale items. These differences were statistically significant ($p. < .05$). They appear to identify a potential for a series of within group teacher differences.

The magnitude of teachers' mean index of values, on an individual question basis, suggests that teachers' responses allow them to be grouped according to their specific job assignments (regular or special education instruction). These groupings occurred in questions three, five, seven, eight, nine, ten, eleven, thirteen, fourteen, and fifteen.

As has been previously presented in Research Question Two, teachers regardless of work site (urban or rural) perceived an almost identical degree of need for changes in the special education policy issues examined in this study.

Special educators and regular educators have almost identical perceptions of need for LEAs to develop the special education policy issues examined in this study. Therefore, mean index of value differences between the five respondent groups can be separated into two major groups, teachers and directors. Likewise, the four teacher groups can be subdivided into special and regular educators.

In order to graphically display these groups' perceptions, a third plot of the fifteen survey items was constructed. Figure 3 contains the mean index of values for each of the fifteen PSE survey items. Three groups were plotted. They were 1) special education teachers (SET); 2) regular education teachers (RET), and 3) directors of special education programs (SED).

Figure 3 presents the averaged responses from special educators. It also contains the averaged responses from regular educators. Both groups were comprised of teachers employed in the urban and rural school systems examined in this study. Special education administrators' responses across each PSE scale item are also found on Figure 3.

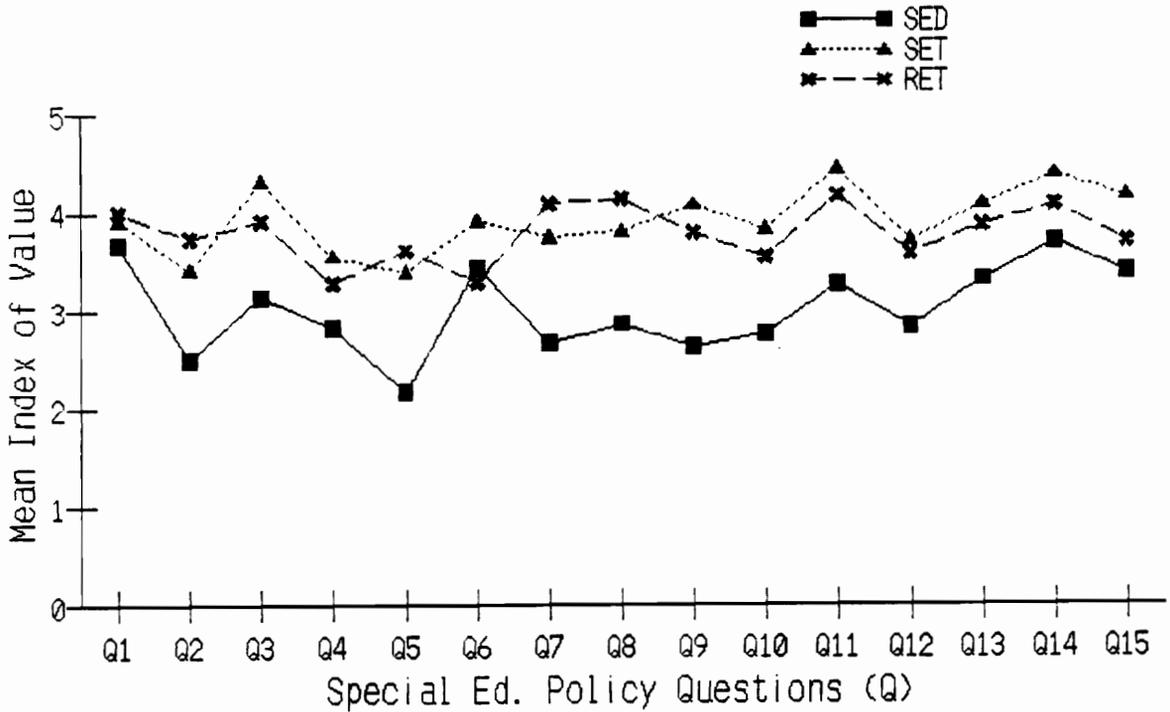


Figure 3: Policy Item Responses Averaged by Teacher Groups

Note.

SED = Special Education Directors
 SET = Special Education Teachers
 RET = Regular Education Teachers

- Q1 = Resolving disruptive behavior.
 Q2 = Reduction in class size.
 Q3 = Release time for completing federal/state paperwork.
 Q4 = Travel allowances for home visits.
 Q5 = Increase influence of teacher organizations.
 Q6 = Effective use of Least Restrictive Environment.
 Q7 = Set limits on regular education class size.
 Q8 = Monitor placements of handicapped students.
 Q9 = Monitor paperwork and professional staff time.
 Q10 = Monitor number of professional staff needed.
 Q11 = Provide additional resources to educators.
 Q12 = Reimburse teachers for time spent in working outside of the normal school day for parent conferences.
 Q13 = Monitor training & licensure programs of teachers.
 Q14 = Provide inservice training to teachers working with handicapped students.
 Q15 = Provide graduate training in special education issues, curriculum, and instruction techniques for teachers.

A review of Figure 3 reveals that directors of special education programs rated the degree of need for eight of the special education policy items as being of "limited value." Whereas, both groups of teachers rated their degree of need for these same items as either "valuable" or "highly valuable."

The eight policy issues rated by administrators of special education as being of "limited value" were:

1. Reduction in regular classroom size.
2. Use of educational funds for travel.
3. Increase influence of teacher organizations.
4. Limits on class size for regular educators.
5. Monitoring school administrators placements of special ed students.
6. Monitoring paperwork and professional staff time.
7. Monitor number of staff needed to provide Free Appropriate Public Education (FAPE).
8. Reimburse teachers for time worked outside of normal school day.

Understanding these most interesting and yet initially puzzling findings required additional data gathering. This was undertaken in order to attempt to comprehend as well as clarify the exact nature of these ratings.

To accomplish this objective, a second mail questionnaire was constructed.

Written instructions contained within this survey instrument asked each respondent either to agree or disagree with the directors of special education perceptions that the specific policy item would be of "limited value." Immediately following this response, each respondent was asked to write out their perceived reason(s) for directors lower ranking of each of the policy items. A copy of this research instrument is found in Appendix O.

The questionnaires were sent to a subset of individuals from each of the five original groups. Potential respondents were selected based upon their having previously identified themselves on the initial survey as wanting to obtain a copy of the study's executive summary.

The rationale for utilizing these individuals as the sampling pool was to increase the return rate of this survey instrument. It was felt by the data collector that the previous questionnaire's mailings, and subsequent follow-up postcards had exhausted almost all of the original respondents' "goodwill" to complete an unsolicited research instrument. Therefore, individuals who had expressed no interest in obtaining a copy of the results of this research were not considered as candidates for this sample.

As a result of this sampling technique, the second questionnaire's results may not have the generalizability to other populations and/or settings if random sampling had occurred.

Table 10 presents a breakdown of the mail out and return rates by each respondent group. A review of Table 10 reveals that the number of questionnaires sent to each respondent group varied.

Table 10

Preceptions Survey Rate of Return
By Respondents

| <u>Respondents</u> | <u>N</u> | <u>Rate of Return</u> | |
|-----------------------------------|----------|------------------------|-------------------|
| | | <u>Number Returned</u> | <u>Percentage</u> |
| Special Education Directors | 21 | 12 | 57 |
| Rural Regular Educators | 9 | 5 ¹ | 55 |
| Rural Special Educators | 15 | 9 | 60 |
| Urban Regular Educators | 10 | 4 | 40 |
| Urban Special Educators | 30 | 12 | 40 |
| ----- | | | |
| Composite Total | 85 | 42 | 50 |
| ----- | | | |

¹One survey was returned did not have any of the eight "Yes" or No" items checked. No quantitative data was obtained from this questionnaire. It did contain qualitative data that was used in this study.

This variability in the size of each group was directly related to the original respondent's prior interest in receiving a copy of the executive summary of the completed research.

Interest by both teachers and administrators in the outcome of this study ranged from a low of 9 individuals from the rural regular educators to a high of 30 individuals from the sample of urban special educators. One survey was returned from a rural regular educator that did not have any of the quantitative questions completed. However, it did contain useable qualitative responses to the open-ended questions. These responses were used in the analyses of these data.

A total of 85 perception surveys were sent out. Forty-two surveys were returned with useable data. The rates of return for each group ranged from forty through fifty-seven percent. The mean rate of return for all groups was fifty percent.

Demographic information on the second sample is presented in Table 11. This table details the number of teachers and directors' affiliated with either state or national associations and/or unions, and teacher workplace assignments broken down by grade ranges.

Table 11

Descriptive Characteristics of Teacher/Administrator
Perception Survey Respondents

| | <u>Total Number of Respondents¹</u> | | | | |
|---|--|-------------|-------------|-------------|-------------|
| | <u>SED</u> | <u>URET</u> | <u>USET</u> | <u>RRET</u> | <u>RSET</u> |
| | <u>N²</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> |
| <u>Teaching Assignment:</u> | | | | | |
| Elementary, Reg. Ed. | N/A ³ | 2 | 0 | 3 | 0 |
| Elementary, Sp. Ed. | N/A | 0 | 3 | 0 | 4 |
| Jr. High Reg. Ed. | N/A | 2 | 0 | 0 | 0 |
| Jr. High Sp. Ed. | N/A | 0 | 6 | 0 | 1 |
| High School Reg. Ed. | N/A | 0 | 0 | 2 | 0 |
| High School Sp. Ed. | N/A | 0 | 2 | 0 | 2 |
| Voc. Ed., Regular | N/A | 0 | 0 | 0 | 0 |
| Voc. Ed., Special Needs (Sp. Ed.) | N/A | 0 | 0 | 0 | 1 |
| Other | N/A | 0 | 1 | 0 | 1 |
| <u>Totals</u> | N/A | 4 | 12 | 5 | 9 |

Table 11 (Continued)

Total Number of Respondents

| | <u>SED</u> | | <u>URET</u> | | <u>USET</u> | | | <u>RRET</u> | | | <u>RSET</u> | | |
|--|-----------------------|-----------------------|-------------|----------|-------------|----------|-------------|-------------|----------|-----------|-------------|----------|-----------|
| | <u>N</u> | | <u>N</u> | | <u>N</u> | | | <u>N</u> | | | <u>N</u> | | |
| | <u>Y</u> ⁴ | <u>N</u> ⁵ | <u>Y</u> | <u>N</u> | <u>Y</u> | <u>N</u> | <u>NR</u> * | <u>Y</u> | <u>N</u> | <u>NR</u> | <u>Y</u> | <u>N</u> | <u>NR</u> |
| Q. 1.0 | | | | | | | | | | | | | |
| Are you presently affiliated with a teacher or administrator association or union? | 10 | 2 | 4 | 0 | 4 | 5 | 3 | 4 | 0 | 1 | 2 | 6 | 1 |

Q. 2.0

If "YES" than what is its name:

Total Number of Respondents

| | <u>SED</u> | <u>URET</u> | <u>USET</u> | <u>RRET</u> | <u>RSET</u> |
|-----------------------------------|------------|-------------|-------------|-------------|-------------|
| <u>Organizations</u> ⁶ | | | | | |
| WVASA | 2 | 0 | 0 | 0 | 0 |
| CEA | 1 | 0 | 0 | 0 | 0 |
| CASE | 4 | 0 | 0 | 0 | 0 |
| WVEA | 8 | 3 | 0 | 4 | 2 |
| KFE | 0 | 1 | 2 | 0 | 0 |
| WVCEC | 0 | 0 | 2 | 0 | 0 |
| <u>Totals</u> | 15 | 4 | 4 | 4 | 2 |
| | | 163 | | | |

Table 11 (Continued)

| | <u>Total Number of Respondents</u> | | | | | | | | | |
|--|------------------------------------|----------|-------------|----------|-------------|----------|-------------|----------|-------------|----------|
| | <u>SED</u> | | <u>URET</u> | | <u>USET</u> | | <u>RRET</u> | | <u>RSET</u> | |
| | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | |
| | <u>Y</u> | <u>N</u> | <u>Y</u> | <u>N</u> | <u>Y</u> | <u>N</u> | <u>Y</u> | <u>N</u> | <u>Y</u> | <u>N</u> |
| Q. 3.0 | | | | | | | | | | |
| Is your union affiliated with a National Association and/or Union? | 9 | 07 | 4 | 07 | 3 | 1 | 4 | 0 | 2 | 07 |

Q. 4.0
If "Yes" than what is its name?

| | <u>Total Number of Respondents</u> | | | | | | | | | |
|----------------------------------|------------------------------------|-------------|-------------|-------------|-------------|--|--|--|--|--|
| | <u>SED</u> | <u>URET</u> | <u>USET</u> | <u>RRET</u> | <u>RSET</u> | | | | | |
| <u>Organizations⁶</u> | | | | | | | | | | |
| CEC | 3 | 0 | 1 | 0 | 0 | | | | | |
| AFT | 0 | 1 | 2 | 0 | 0 | | | | | |
| NEA | 5 | 3 | 0 | 4 | 2 | | | | | |
| AASA | 1 | 0 | 0 | 0 | 0 | | | | | |
| <u>Totals</u> | 9 | 4 | 3 | 4 | 2 | | | | | |

Table 11 (Continued)

Note.

- ¹SED = Special Education Directors
URET = Urban Regular Education Teachers
USET = Urban Special Education Teachers
RRET = Rural Regular Education Teachers
RSET = Rural Special Education Teachers
²N = Sample Size ³N/A = Not Applicable
⁴Y = Yes ⁵N = No

Note.

- ⁶WVASA = West Virginia Association of School Administrators
CEA = Council of Education Administrators
CASE = Council of Administrators of Special Education
WVEA = West Virginia Education Association
KFE = Kanawha Federation of Educators
WVCEC = West Virginia Council for Exceptional Children
70 = No numbers reported for "No" category
⁸CEC = Council for Exceptional Children
AFT = American Federation of Teachers
NEA = National Educational Association
AASA = American Association of School Administrators
*NR = No Responses reported.

An inspection of Table 11 reveals that with the exception of regular vocational education, all other grade ranges had one or more individuals employed in either regular or special education assignments. With the exception of the rural special educators, the majority of all other teacher groups and directors indicated that they belonged to either a professional association or union.

Special education teachers and directors cited their state's NEA affiliate most often as being the professional association they belonged to. The Council of Administrators of Special Education (CASE) was cited by directors as the second most common professional organization in which membership was held.

No other patterns of membership in professional associations emerged from these data for any of the other four groups of educators. The NEA was cited 14 times as the national teacher association affiliate. The Council for Exceptional Children (CEC) was cited 4 times. The American Federation of Teachers (AFT) was cited 3 times. Both of these associations and/or unions were cited by directors and teachers as the most common national organizations affiliated with their local district's chapters.

The results of the analyses of the data obtained from the second questionnaire are presented in two parts.

The first reports the results of the analysis of the quantitative data collected from both groups. The second presents the results of the qualitative data analysis. These data were drawn from the written perceptions of the respondents' reason(s) for directors of special education rating the selected policy issues of lower value than the teachers.

Analysis of the Quantitative Data Sets:

A review of Table 12 indicates that many educators and administrators disagreed on the importance of all eight of the special education policy issues. Approximately two-thirds of the teachers consistently disagreed with the special education program directors' perceptions that that specific special education policy item was of "limited value."

A further inspection of Table 12 reveals a rather unusual finding. In only three out of the eight or 38 percent of the special education policy issues did the majority of special education directors perceive that specific policy issue as being of "limited value."

Table 12

Perceptions of Differences By
Teacher & Special Education Directors
on Selected Special Education Policy Issues

| | <u>Teachers</u> | | <u>Sp. Ed. Directors</u> | |
|---|-----------------|-----------|--------------------------|-----------|
| | <u>Percent</u> | | <u>Percent</u> | |
| | <u>Yes</u> | <u>No</u> | <u>Yes</u> | <u>No</u> |
| Q1. Reduction in regular classroom size | 39 | 61 | 58 | 42 |
| Q2. Use of educational funds for travel allowance | 31 | 69 | 42 | 58 |
| Q3. Increase influence of teacher organizations | 32 | 68 | 83 | 17 |
| Q4. Limits on class size for regular educators | 25 | 75 | 64 | 36 |
| Q5. Monitoring school administrators placement of special ed students | 34 | 66 | 42 | 58 |

Table 12 (Continued)

| | <u>Teachers</u> | | <u>Sp. Ed. Directors</u> | |
|---|-----------------|-----------|--------------------------|-----------|
| | <u>Percent</u> | | <u>Percent</u> | |
| | <u>Yes</u> | <u>No</u> | <u>Yes</u> | <u>No</u> |
| Q6. Monitoring paperwork and professional staff time | 38 | 62 | 27 | 73 |
| Q7. Monitor number of professional staff needed to provide FAPE | 39 | 61 | 45 | 55 |
| Q8. Reimburse teachers for time worked outside of normal school day | 28 | 72 | 18 | 82 |

The three special education policy issues that directors continued to perceive as being of "limited value" across both questionnaires' responses were:

1. Reduction in regular classroom size when a handicapped child is placed into a regular classroom for instruction.
2. Increasing the influence of teacher organizations in their local school board's policy making process.
3. Setting limits on class size for regular educators who have handicapped students placed into their classrooms.

This reversal of opinion by the second sample of directors in five or 62% of the special education policy items was not at all expected. The special education policy issues perceived by directors as being rated something other than of "limited value" were:

1. Use of educational funds for travel allowances for home visits during normal school hours by classroom teachers.
2. Monitoring the placements of handicapped students into the regular classroom by school administrators.
3. Monitoring the paperwork and professional staff time requirements to determine if they limit direct student-teacher contact.
4. Monitoring the number of professional staff needed to provide a free appropriate public education to handicapped students.
5. Reimbursing teachers for time spent in working outside of the normal school day when parent conferences for handicapped students are scheduled.

Analysis of the Qualitative Data Sets:

Qualitative data obtained from this part of the survey was generated directly by teachers and special education program administrators. Both groups were asked to write out their perceived reason(s) for special education program administrators' lower rankings on each of the eight selected policy issues. Results of the qualitative analyses are reported here collapsed across each response group.

Krippendorff (1980) in his writings on content analysis makes the following point about analytical techniques that can be utilized with qualitative data sets:

The most common form of representation of data, serving primarily the summarizing function of analysis is, in terms of frequencies: absolute frequencies, such as the number of incidents found in the sample, or relative frequencies, such as the percentages of the sample size. (Krippendorff, 1980, p. 109)

Using this data reduction strategy, the qualitative data were examined for words and/or phrases that initially occurred and then re-occurred within each group's written responses. Table 13 presents the results of this review process by each individual question.

Table 13

Frequency Analysis of Selected
 Words and/or Phrases identified from
 Teachers (T) and Directors' (D) Qualitative Responses

| | <u>Words and/or Phrases</u> | | | |
|--------------------------------------|--|--------------|---|--------------|
| | <u>Directors</u> | <u>Freq.</u> | <u>Teachers</u> | <u>Freq.</u> |
| | (D) | (F) | (T) | (F) |
| <u>Question 1.0</u> | | | | |
| Reduction in regular classroom size | PAC decision | 3 | funding, | 6 |
| | budget problems | 1 | budget problems, costs, money | |
| | existing WV standards for class size | 1 | don't teach students | 6 |
| | potential for teacher grievances | 1 | no direct contact w/situation | |
| <u>Question 2.0</u> | | | | |
| Use of ed funds for travel allowance | who would watch the T. classes | 2 | limited funds, costs | 7 |
| | tight budget | 1 | how would directors | 5 |
| | state procedures limiting | 1 | staff classes when T. out on home visits | |
| | parents don't want teachers in their homes | 1 | directors have no contact w/students or schools | 4 |

Table 13 (Continued)

| | <u>Words and/or Phrases</u> | | | |
|--|---|-------------------|---|--------------|
| | <u>Directors</u> | <u>Freq.</u> | <u>Teachers</u> | <u>Freq.</u> |
| | (D) | (F) | (T) | (F) |
| <u>Question 3.0</u> | | | | |
| Increase influence of T. organizations | existing input policies adequate | 2 | loss of power to school board/directors to make policy | 6 |
| | limited input due to tight state guidelines | 2 | fear or threat of T. organizations | 2 |
| | T. input would conflict with LRE and eligibility guidelines | 1 | | |
| <u>Question 4.0</u> | | | | |
| limits on class size for regular educators | class size formula already exists by legislative action | 3 | lack of understanding of T. needs when working with sp. ed. student | 6 |
| | should be a PAC based decision | 2 | money, cost, budget | 5 |
| | | | space constraints, scheduling | 2 |
| | | lack of personnel | 1 | |

Table 13 (Continued)

| | <u>Words and/or Phrases</u> | | | |
|--|---|--------------|--|--------------|
| | <u>Directors</u> | <u>Freq.</u> | <u>Teachers</u> | <u>Freq.</u> |
| | (D) | (F) | (T) | (F) |
| <u>Question 5.0</u> | | | | |
| Monitor school administrator placements of special ed students | PAC should monitor | 3 | more work for admin., directors | 4 |
| | should be LEA policy | 2 | do not want job | |
| | contrary to IEP decision making | 1 | | |
| | currently in policies & procedures | 1 | | |
| <u>Question 6.0</u> | | | | |
| Monitoring paperwork and professional staff time | policy opens doors for potential grievances | 1 | directors don't realize amount of time paperwork takes | 5 |
| | policy necessary | 1 | | |
| | don't need policy only common sense | 1 | directors have to do more paperwork | 2 |
| | | | hard to monitor paperwork & staff time | 1 |

Table 13 (Continued)

| | <u>Words and/or Phrases</u> | | | |
|--|---|--------------|--|--------------|
| | <u>Directors</u> | <u>Freq.</u> | <u>Teachers</u> | <u>Freq.</u> |
| | (D) | (F) | (T) | (F) |
| <u>Question 7.0</u> | | | | |
| Monitor number of professional staff needed to provide a Free Appropriate Public Ed (FAPE) | State policy guidelines exist already | 5 | money | 6 |
| | employment decisions would be made on a consistent documented need basis grievances | 1 | hard to find professional staff | 1 |
| | | | directors want control over staffing patterns | 1 |
| | | | directors under pressure to cut "corners" to use funds for more practical things | 1 |
| <u>Question 8.0</u> | | | | |
| Reimburse T. for time worked outside of normal school day | T. salaried staff, it is their responsibility | 2 | cost/lack of funds | 8 |
| | directors do not want sp. ed./ reg. ed. T. paid differently | 1 | directors consider it part of educator's job | 3 |
| | T. do not put in a 40 hour week on the job | 1 | | |

A review of Table 13 reveals what appear to be several distinct response patterns for each group. In order to examine further these patterns, additional ethnographic analytical techniques were employed.

Over the past 18 years ethnographic researchers have begun to examine the various types of cultures that exist within our American public schools (Sarason, 1971, 1982; Wolcott, 1973). In analyzing the qualitative responses generated by both directors of special education programs and classroom teachers, it is necessary to try to understand the meanings of each group's written perceptions. In this study, both teachers and administrators written perceptions were examined for the presence of embedded cultural themes.

The term "cultural theme" was first coined by Opler (1945). As an anthropologist studying the Apache culture he used this term to describe the general features of that Indian culture. He believed that "we can better understand the general patterns of a culture by identifying its themes" (Spradley, 1980, p. 140). He defined a theme "as a postulate or position, declared or implied, and usually controlling behavior or stimulating activity, which is tacitly approved or openly promoted in a society" (Oler, 1945, p. 198).

After examining the eight sets of qualitative responses in terms of contrasting the responses of program administrators against those of the classroom teachers, several tentative themes seem to emerge from these data. These themes may help to understand behaviors of teachers and special education program administrators.

An examination of the written responses of the special education program directors (Table 13) is most interesting. A visual inspection of their responses suggests that directors most often cite three sets of reasons for not developing these specific local school board policies. They were:

1. Existence of "tight" state special education guidelines, policies, and regulations.
2. Lack of adequate financial and personnel resources needed to implement new special education policies.
3. Administrative barriers to implementing a specific special education policy.

Fiscal concerns were described in terms of "tight" budgets, and "budget "problems." Staffing concerns were commented on in terms of individuals needed to implement special education policies. For example, one written statement made by a director was "If teachers made home visits, who would watch the teachers' classes?" Administrative barriers were described as being situations which interfered with administrative oversight.

The directors' written perceptions suggest that this function is the responsibility of some other person or group to implement and/or oversee within their LEA. For example, directors stated that it was the responsibility of the "Placement Advisory Committee (PAC) to monitor" or make "PAC based decisions." The term "Placement Advisory Committee" was used by directors to describe multi-disciplinary assessment and placement teams. In the State of West Virginia, these are the groups of professionals have the responsibility for determining if a student is handicapped, and if so, what will be included in their individual educational program (IEP).

One tentative theme that emerged from the review of the directors' written responses was the perception by them that the State of West Virginia over-regulates the delivery of special education services to handicapped students. A second tentative theme that emerged from these analyses was that the State of West Virginia does not have sufficient fiscal and personnel resources to educate adequately its handicapped students.

An additional review of Table 13 reveals that classroom teachers posed three sets of reasons in attempting to explain why special education program administrators were not interested in supporting the special education policies examined in this study.

They were:

1. "Limited funds, budget problems," and the high "cost/lack of funds" for supporting special education programs.
2. Lack of personnel or "professional staff" needed to substitute for classroom teachers involved in work activities taking place outside of their primary work site, i.e., their classroom.
3. Lack of understanding by administrators as to what resources are needed by classroom teachers whose job it is to educate handicapped students.

Two tentative themes seem to emerge from this review of the classroom teachers' written responses. The first was that school districts have insufficient fiscal and human resources to adequately educate handicapped students. The second theme was that special education program administrators apparently do not know what resources (fiscal and human) are actually required by the teachers who instruct handicapped students.

A lack of adequate fiscal and human resources needed to educate handicapped students appears to be an theme common to both program administrators and classroom teachers. Special education directors' concerns over the hindering effects of existing state policy on their activities appears to be a tacit theme relative to the perceptions of classroom teachers. Consequently, classroom teachers may not be aware of many of the state regulatory and/or administrative barriers facing directors.

According to the directors, it is these barriers that keep them from developing and/or implementing special education policies and procedures within their local school districts.

It is possible that the tacit nature of these two themes may affect how directors and teachers behave towards each other. It is also possible that these interactions may affect the delivery of educational services to handicapped students. However, the present study did not examine either of these tentative hypotheses.

Summary

A national sample of 59 paired sets of "Pre" and "Post" Act collective bargaining agreements were evaluated. Two hundred fifteen "Pre" and 278 "Post" Act contract clauses were identified that contained language which either directly dealt with or had the potential to effect the delivery and/or design of educational activities to identified handicapped students.

The completed analyses of the "Pre" and "Post" Act data sets revealed that the majority of the "Post" Act collective bargaining agreements contained virtually no contractual language dealing specifically with the special education issues examined in this study.

Educational personnel (special education program administrators, as well as special and regular education teachers) completed a "Policy Issues in Special Education Rating Scale (PSE). Data collected from this scale were initially analyzed to determine if differences existed between educators (special and regular education teachers) located in urban and rural population areas. An examination of results of these data analyses indicated that classroom teachers, regardless of their worksite (urban or rural), have similar perceptions. These perceptions are limited to the need for LEAs to develop the special education related policy issues examined in this study.

A further analysis of the PSE data identified eight scale items that had been rated by special education program administrators as being of "limited value." Regular and special education teachers rated the need for local school board policies addressing these eight policy items as either "valuable" or "highly essential."

In an attempt to understand the perceived reasons behind the special education directors "limited value" ratings, a third rating scale was developed. Both quantitative and qualitative data were collected and analyzed from this scale.

The results of the quantitative data analyses revealed that administrators perceived three reasons for not developing local policies and procedures dealing with these issues. Classroom teachers also posed three major sets of reasons as to why special education directors might perceive the policy issues examined in this study as being of "limited value."

Chapter Five
Summary, Findings, Discussion,
Conclusions, and Recommendations

A summary of the study's findings is presented in this chapter. A discussion of the findings, conclusions and recommendations for special and regular education personnel is also presented.

Summary

One problem statement drove the entire investigation undertaken in this study. It described a specific question to clarify the gaps in the literature previously identified in Chapter Two. The problem statement was:

Do data exist in "Post" Act collective bargaining agreements that would support statements made in the literature as to the types of special education contractual language supposed to be incorporated in "Post" Act teachers' contracts?

The Education for All Handicapped Children Act of 1975, P.L. 94-142, resulted in many benefits accruing to handicapped students and their families. However, there were disagreements between and among individuals throughout the various sectors of the educational communities concerning the implementation of the Act.

Authors have suggested that disputes occurring within unionized local education agencies (LEAs) regarding the delivery of special education and related services to handicapped students might be resolved through the use of collective bargaining, but as yet no study has been conducted to verify such use. The present study was exploratory in nature. It attempted to examine the impact of the implementation of P.L. 94-142 in unionized LEAs.

The following three research questions were examined in this study:

1. Do differences exist in the contractual language of teacher union bargaining agreements ratified prior to the final implementation date of P.L. 94-142 (September 1, 1978) as compared to those formulated after this date?
2. Do differences exist between educators located in urban and rural population areas (special education teachers and regular educators) regarding the importance of having school board policies in relation to identified special education and related service delivery issues?
3. Do differences exist between directors of special education, special education teachers, and regular educators regarding the importance of having school board policies directed at special education and related service delivery issues?

To answer these three research questions three separate rating scales were constructed. A detailed data analysis of each research question is found in Chapter 4. What follows here is a summary of the findings relating to each research question and its related research assumptions.

Findings

The first research question--do differences exist in the contractual language of teacher union bargaining agreements ratified prior to the final implementation date of P.L. 94-142 (September 1, 1978) as compared to those formulated after this date--was addressed using the TCRS survey instrument. The three major findings from this phase of the research were:

1. The majority of "Pre" and "Post" Act teacher contracts contained virtually no specific special education related language.
2. Almost 30 percent of the special education language identified during the "Pre" Act contract analysis was contained in two content areas. They were a) rules and regulations governing the delivery of special education services, and b) contractual language dealing specifically with the implementation of "mainstreaming."
3. Almost 50 percent of the special education language identified during the "Post" Act contract analysis was contained in two content areas. They were a) rules and regulations governing the delivery of special education services, and b) contractual language dealing specifically with the implementation of "mainstreaming."

The second research question--do differences exist between educators located in urban and rural population areas (special education teachers and regular educators) regarding the importance of having School Board Policies in relation to identified special education and related service delivery issues--was addressed through the PSE survey instrument.

The results of the analyses of the PSE data indicate that:

1. All teachers' perceptions surveyed indicated that the majority of educators perceived the need for selected special education policies as either "highly valuable" or "essential" regardless of teaching assignment (special or regular education) or employment site (urban or rural).

The third research question--do differences exist between directors of special education programs, special education teachers, and regular educators regarding the importance of having School Board Policies directed at special education and related service delivery issues--was addressed within the PSE rating scale. The three major findings were:

1. Teachers consistently perceived a greater degree of need for local school boards to develop selected formal special education and service delivery policies and procedures than did special education program administrators.
2. There were no significant differences ($p < .05$) between educators' (special and regular education teachers) and program administrators' indices of value for school boards to develop policy dealing with resolving handicapped students' disruptive behaviors. All groups rated the need for policy development in this area somewhere between "valuable" and "essential."
3. There were no significant differences ($p < .05$) between educators' (special and regular education teachers) and program administrators' indices of value for school boards to develop policy dealing with the effective use of Least Restrictive Environment (LRE) by school personnel. All groups rated the need for policy development in this area somewhere between "valuable" and "highly valuable."

The first finding raised the question of why differences existed between administrators and teachers concerning their perceived need for LEAs to develop formal special education and service delivery policies and procedures. The second and third findings are addressed in the discussion section of this chapter.

In an attempt to answer the first finding's question, a third survey instrument was designed. The PDSE was sent out to a third set of school personnel. These individuals were drawn from the original PSE sample. They were included in this third sample based upon their previous indication that they wished to receive an executive summary of this study's findings.

The third scale was used in an attempt to clarify, from both a qualitative and quantitative perspective, the rating differences identified during the initial analysis of the PSE scale data. The findings based upon the results of this third survey instrument are:

1. Sixty-two percent of the administrators sampled in this third phase of the study disagree with the statement that the special education policy items contained in the PDSE were of "limited value."

Only three items were perceived by directors as being of "limited value." They are:

- a. Reductions in regular class size.
- b. Increasing the influence of teacher organizations.
- c. Setting limits on class size.

2. Administrators cited several recurring reasons when explaining why they perceived the need for special education policy issues to be of "limited value." Three tentative themes were identified. They were:
 - a. Directors' administrative alternatives for educating handicapped students are "limited" due to regulation of their special education programs by state and local education monitoring organizations.
 - b. Additional personnel would be needed to cover the duties of current personnel if existing staff were released for outside school activities, i.e., home visits.
 - c. Directors perceived limitations on how they could utilize their budgeted funds for educating handicapped students.
3. Classroom teachers cited several recurring reasons when explaining why administrators perceived the need for special education policy issues to be of "limited value." Two tentative themes were identified. They were:
 - a. A lack of understanding by special education program administrators as to what specific resources were needed by classroom teachers to adequately educate handicapped students.
 - b. Budget constraints were a limiting factor on the behavior of administrators as to what could be done to adequately educate handicapped students.

Discussion

The majority of the "Pre" and "Post" Act contracts reviewed contained no contractual language dealing with the selected special education issues examined in this study. The dire predictions raised by Karlitz (1982) and echoed by the leadership of the NEA and AFT as to the potential disruptive consequences of the implementation of the Act, did not materialize as represented in the contracts reviewed in this study.

The lack of specific special education related contractual language identified in this study suggests that the majority of teacher unions probably give low priority to the inclusion of special education related language in the final version of their bargaining agreements. Consequently, this study's findings lend only moderate support to the hypothesis that unionized LEAs may be using collective bargaining as one mechanism for addressing a specific set of their memberships' concerns. In the 1990s such concerns may lie in how the Regular Education Initiative (REI) will be implemented within our nation's regular education classrooms (Reynolds and Wang, 1983; Wang, Peverly, and Randolph, 1984; Stainback and Stainback, 1984; Will, 1986; Will, 1986; Stainback and Stainback, 1987; Kauffman, 1989; Wang and Zollers, 1990).

Virtually no special education contractual language was found within the collective bargaining agreements examined in this study. However, within the extremely small amount of special education related contractual language identified, almost 50 percent of the content of the "Post" Act special education contract language dealt with either "mainstreaming" or "rules and regulations" governing the delivery of special education services. This is approximately a twenty percentage point increase over the "Pre" Act figure of 30 percent.

Similarities between the "Post" and "Pre" Act special education content areas suggest that many of the labor organizations examined in this study have engaged in long term collective bargaining with their employers over these two issues. Consequently, these two types of contract negotiations were begun prior to the passage and implementation of the Act. Therefore, many unionized school districts may contain a history of management and labor dealing successfully with implementing REI type issues. If so, future examinations of the contents of these districts' collective bargaining agreements may provide the field and other labor organizations with examples of "best practices" for implementing REI type issues.

This study did not identify any specific special education contractual language dealing with providing extensive inservice training to educators working with handicapped students in regular and special education settings. However, federal regulations do require that State Education Agencies (SEAs) address these concerns through their state plans. These documents require that SEA personnel specify how EHA, Part B monies will be used in a number of program areas including the states' Comprehensive System of Personnel Development (CSPD). Requirements for complying with this section of the state plan are found in 34 CFR 300.380-300.387, Subpart C.

Section 34 CFR 300.382(f)(1), Subpart C mandates that SEA staff determine "the inservice training needs of personnel engaged in the education of handicapped children." Section 34 CFR 300.383, Subpart C further requires that each annual state program plan:

- (a) Include a personnel development plan which provides a structure for personnel planning and focuses on preservice and inservice education needs;
- (b) Describe the results of the needs assessment under Section 300.382(b)(1) with respect to identifying needed areas of training, and assigning priorities to those areas; and
- (c) Identifying the target populations for personnel development, including general education and special education instructional and administrative personnel, support personnel (such as paraprofessionals, parents, surrogate parents, and volunteers).

It is possible that at some time in the future LEAs' union or management negotiating committees may attempt to modify or insert contractual language dealing specifically with inservice training of teachers working with handicapped students. Such language might also be used by local district personnel to document staff training requirements under their state's CSPD program component. If this were to occur, it might be possible to use future teacher union contracts as one mechanism in federal and/or state monitoring of LEAs' compliance with written CSPD training programs. This suggests that the present study's sample of "Post" Act contracts could be used in testing this "inclusion" hypothesis.

The teacher contracts examined here could serve as a "Pre" set of a "Pre" and "Post" exploratory research design.

The lack of special education related inservice contractual language identified here also suggests that advocates for the rights of handicapped students have not yet become engaged in the process of public sector multilateral collective bargaining. Involvement by such organizations with LEAs' union and/or management leaders during contract negotiations could facilitate addressing inequities in the delivery of special education services to handicapped students.

A wide divergence was identified in the present study between the perceptions of classroom teachers' need for the development of special education related school board policies and the total absence of these types of clauses in the contracts sampled. Apparently the perception of need by teachers for formal school board policies is just that, a perception. No evidence was found to support Karlitz's hypothesis that "unions ... will ... monitor provisions such as class size, professional preparation, special assignments, innovations, and training & licensure as they relate to negotiated agreements" (Karlitz, 1982, p. 157).

The present study's findings have indicated that the types of special education issues identified during the literature review process (AFT (1977); Alexander, Bond, and Stoffer, (1979); NEA (1980); Jones (1981); and Karlitz (1982) were not present in the teacher union contracts examined in this study. While Walton & McKersie's (1965) behavioral theory of labor negotiations does not specifically deal with the dynamics underlying management and labor's negotiation of special education issues, it nevertheless can provide some understanding into the reason(s) for these negative findings.

A review of the authors' conceptual framework which describes what they have termed "intraorganization bargaining" is very insightful. The interpersonal dynamics governing intraorganizational bargaining suggest that special education related issues are either never raised during the intraorganization "pre" bargaining issue discussions or never survive these discussions to reach the negotiation's table. This suggests that the presence of special education language in a teacher union contract means that some specific issue or concern has been perceived to directly or indirectly effect the majority by the bargaining unit.

The present study's findings lend support to this hypothesis.

As stated before, virtually no special education related contractual language was found in the contracts examined in this study. However, of the limited amount of special education language identified, almost thirty percent of the "Pre" and approximately fifty percent of the "Post" Act special education language dealt with either mainstreaming, or rules and regulations governing the delivery of special education services. This implies that both areas appear to be of concern to many regular educators. It has already been suggested that regular educators' and/or administrators' concerns over the implementation of REI type issues may have affected the bargaining practices of many of the school districts examined in this study. Federal regulations governing the implementation of the Act currently mandate that regular educators are partially responsible for the delivery of special education instruction to an identified handicapped student within their own classrooms.

Labor and/or management's concerns surrounding implementing the REI and/or the need to develop a mutually agreed upon operational definition for mainstreaming may have been one reason for including these types of contract clauses in the agreements examined in this study.

It is also possible that local district personnel perceived a need to develop contractual based mechanisms for adjusting regular classroom teachers' class sizes when one or more handicapped students entered a regular educator's classroom for special education instruction.

The need for a standardized, district wide mechanism for dealing with class size readjustment when a handicapped student leaves a regular educator's classroom could also have been a driving force for developing these types of contract clauses. An example of the type of contractual language could be class size formulas. They would be designed to adjust either up or down the size of a regular educator's instructional classload. Another possible contractual option might be special education related language limiting the total number of handicapped students any one regular educator may be required to instruct during a given school year.

An alternate explanation for discovering the presence or absence of special education related language within a teacher contract might lie in the make-up of the pre-bargaining and/or negotiating teams.

In both groups it might be possible to predict the inclusion of special education related issues by gaining some understanding of the background of the team members (years of experience within the union, LEA, fields of certification(s), present and/or past union work assignments, and current job assignment).

This suggests that Clarke's (1976) original "Pre" Act recommendation, with minor revisions, still holds true. Having a special educator present on both the unions' Pre bargaining team and contract negotiation's committee may increase the probability of the bargaining committee negotiating some special education related contractual language into the contract.

This study did not attempt to examine all of the possible reasons governing teacher unions' lack of apparent interest in bargaining with management over special education issues. However, another possible explanation for this apparent lack of interest on the part of union personnel has been reported by Mitchell, Kerchner, Erck & Pryor (1981). They found that:

(R)egular classroom teachers tend to resent specialists, whom they see as having protected, less demanding, and less productive jobs. Moreover, they find that specialists in specially funded categorical programs (e.g., special education teachers) benefit from negotiated salary and fringe benefit increases but are not subjected to the same risks of job loss from declining enrollment.

(W)e learned that, contrary to our expectations, the specialist teachers themselves tend to be less active and influential in teacher organization policy formation than regular classroom teachers.

We discovered that, largely because they think of themselves as already having left the tedious rigors of the classroom, the specialists do not frequently seek or acquire leadership positions within the teachers organizations. Thus they invite the union to bypass their complex and varied interests in order to win basic benefits for the majority of regular classroom teachers during contract negotiations (Mitchell, Kerchner, Erck, and Pryor, 1981, pp. 157-158).

An alternate explanation for the virtual absence of special education related contract language may be due to other regulatory mechanisms already existing in federal, state and/or local government practices. It is possible that the specific concerns raised by the leadership of the NEA, AFT, professionals in the field of special education, and other researchers (Alexander, Bond, and Soffer, 1979; Jones 1981; Karlitz, 1982) may already have been dealt with. They may have been addressed through existing and ongoing compliance monitoring of local school districts' special education programs by divisions of each state's government.

Upon acceptance of EHA, Part B, funds a state also accepts the program monitoring requirements detailed under the Act. State Education Agency (SEA) personnel are required to monitor both fiscal and programmatic elements of each LEAs' special education programs on some cyclical basis. These state based Performance Compliance Reviews (PCR) require that local school districts meet the minimum standards of the Act and their own state's standards for educating handicapped students.

Federal monitoring of how well SEAs perform their own PRC activities also introduces a second monitoring cycle at the local school district level. Federal PCR personnel may very well visit existing school districts to directly investigate how well the LEA has been meeting the Act's fiscal, program design and service delivery system mandates.

Regulatory bodies or agencies of the federal or a state's government exist outside of the formal structure of the collective bargaining document. As such, it is likely that many of the concerns raised earlier may have already been addressed through the actions of either the federal government or each state's PRC process. Additional state and/or federally funded "watchdog" agencies, e.g., independent and separate Protection and Advocacy agencies, may also monitor the delivery of special education services to all school districts within their political jurisdiction.

Determining the specific explanation(s) for the lack of special education related contractual language identified here was not an objective of this study. However, a detailed explanation for the lack of special education language reported in the present study should be undertaken for two major reasons.

First, the present study documented a series of consistent perceptions by both special and regular educators as to the importance of the special education issues examined here. This finding is inconsistent with the minimal amount of specific special education related contract language identified during the TCRS review process. The second reason is found in what has previously been reported in the literature concerning the predicted and observed presence of special education contractual language in collective bargaining agreements.

A National Institute of Education/Rand Corporation study was conducted in the mid-1970s. Its primary purpose was to examine the effects of teacher collective bargaining on school and district operations. McDonnell and Pascal (1979), the study's two primary investigators, used quantitative methodologies to examine a national sample of 155 teacher contracts. These collective bargaining agreements were in effect during 1970 and five years later during 1975. They also conducted qualitative field interviews in 15 school districts (and five state capitols), as well as a telephone survey of all teacher organizations contained in their sample of teacher contracts.

Given the two or more typical three year life span negotiated into most teacher union contracts, McDonnell and Pascal's (1979) findings are clearly drawn from a series of "Pre" Act teacher union contracts. Their sample selection criteria indicate that the majority (if not all) of the agreements were bargained prior to the passage of the Act by the Congress on November 29, 1975. They reported, in part, in their findings that:

Although school districts seemed relatively unconcerned, teacher organizations did formulate some of their proposals in response to federal programs. The federal government's Education for All Handicapped Children Act (PL94-142) has important implications for collective bargaining. In the majority of districts we visited teacher organization officials reported that the mandates of PL94-142 would soon become a subject for bargaining, if they had not become so already (McDonnell and Pascal, 1979, p. 42).

While these authors did not identify any specific types of contractual language dealing with the delivery of special education services, they did argue that LEA implementation of the Act would affect the scope of teacher organizations' future contract negotiations.

Virtually no contractual language was identified during the present study that dealt specifically with the delivery of special education services. This finding does not support McDonnell and Pascal's (1979) predictions concerning the outcome of the local implementation of the Act.

Ten years later McDonnell and Pascal (1988) conducted a follow-up study to their original work. It focused on national educational reform policies. These policy recommendations came from several national reports on the condition of education in the early 1980s, such as A Nation At Risk (National Commission on Excellence Report). How teacher unions dealt with these changes on the local, state and national level was the main focus of McDonnell and Pascal's (1988) study. As part of an initial historical perspective on the gains made by teacher unions, McDonnell and Pascal (1988) reviewed trends they perceived as important in collective bargaining from 1970 through 1985. They stated that:

During the 1970s, organized teachers made impressive strides in the attainment of noncompensation items. By 1980, a majority of the bargaining units had included in their contracts provisions regulating the length of the school day, allowing teachers to respond formally to administrators' evaluations, permitting teachers to exclude disruptive students from the classroom, and outlining clear procedures for districts to follow if they must reduce the size of their teacher force (McDonnell and Pascal, 1988, p. v).

No mention was made of any specific special education contract provisions. In 1979 they had suggested that federal special education issues would be incorporated into future teacher union contracts. This suggests that during their historical review process, McDonnell and Pascal (1988) did not discover any specific trends toward including special education related language in teacher contracts.

An attempt was made to clarify the discrepancy observed between McDonnell and Pascal's 1979 projections and their 1988 findings. This consisted of this study's primary investigator contacting the Rand Corporation's primary investigator, L. M. McDonnell (personal communication February 15, 1990) by phone. During this conversation, Dr. McDonnell indicated that her second study did look for the presence of special education related contractual language using a replication of the original study's national sample of teacher contracts. A total of 151 teacher union contracts were analyzed. All contracts examined by her and her colleagues during this follow-up study were in effect during 1980 and 1985.

She stated during her phone conversation that: "It (special education contract language) wasn't there." In her professional opinion special education related issues are very likely handled outside of the formal contract. She suggested several mechanisms that could facilitate this operation. In Dr. McDonnell's opinion, in a unionized school district, special education labor/management issues that need to be resolved could be dealt with in at least four possible ways.

They are 1) use of past practices; 2) reference to existing contract sidebars; 3) letters of agreement between both management and labor (These letters detail how specific concerns will be resolved between both parties), or 4) informal local building level conversations. These informal discussions would most likely be held between the local union representative, the building principal, and a classroom teacher.

The complete absence of special education related contract language in McDonnell and Pascal's (1988) replication of their original study is consistent with the present study's findings. However, other researchers have identified special education related contract language during their studies of the contents of a national sample of teacher union collective bargaining agreements.

Goldschmidt and Stuart (1986) reported that their "sample contracts revealed widespread bargaining over provisions related to ... P.L. 94-142." Their sample consisted of eighty 1981-1982 teacher union contracts. All collective bargaining agreements were drawn from the largest school districts that engaged in collective bargaining with classroom teachers.

One possible explanation for the dissimilar findings reported by Goldschmidt and Stuart (1986) and this study's findings could be that each study used different assumptions in the development of its research design and/or data collection methodologies.

An attempt was made to clarify the discrepancy observed between the findings observed in the present study and the findings reported by Goldschmidt and Stuart (1986). The 1986 study's primary investigator, S. M. Goldschmidt (personal communication, February 21, 1990) was contacted by phone. During the course of the phone conversation Dr. Goldschmidt indicated that he had not analyzed any "Pre" Act contracts. Nor had he considered in his research design or subsequent analyses the possibility of the prior existence of "Pre" Act special education related contract language. When it was suggested to him that 1) almost all of the states had "Pre" Act legislative mandates dealing with the education of handicapped students; and that 2) these pre-existing state statutes could explain, in part, his findings, he affirmed that this could be a alternate explanation for his earlier findings. He termed these comments "very interesting."

In not considering the possibility of "Pre" Act special education contractual language Goldschmidt and Stewart (1986) failed to obtain any baseline measurements of the existing frequency of special education related contractual language. Lacking these data, both authors attributed the presence of any special education related contract language solely to the passage and implementation of P.L. 94-142.

Towards the end of the phone conversation Dr. Goldschmidt indicated that given this study's findings he was going to re-review his original data. He was also going to re-examine the findings and conclusions drawn from the analyses of these data.

Virtually no special education contract clauses were identified during this study's "Pre" and "Post" Act contract rating reviews. Given Dr. Goldschmidt's comments on the present study's findings, this is consistent with one and possibly two of the "Post" Act studies examined above. This suggests that teachers and consequently their labor organizations do not negotiate very many special education related labor issues. It seems realistic to hypothesize that the larger percentage of unionized educators would almost always be regular educators. Consequently, to the extent that regular educators were concerned over negotiating special education related issues, their contracts might contain special education related language. However, the analyses of the PSE survey data did not identify any statistically significant differences ($p. < .05$) between teacher groups (regular or special educators). The two demographic variables contrasted were 1) areas of certification (regular or special education), and 2) worksites (urban or rural school systems).

This suggests that the special and regular education classroom teachers surveyed during this study are more alike than they are different. The PSE survey analyses did identify statistically significant differences ($p < .05$) between teachers and directors of special education programs. Overall, teachers perceived a greater need for formal special education policies and procedures than did special education program administrators. This finding of a similarity between teacher groups only intensifies the question of why virtually no special education related language was identified in the collective bargaining agreements analyzed in this study.

A simple explanation for the discrepancy reported here may be that the present study's findings are the result of inherent differences between teachers. These differences while manifested in the data collected, analyzed, and reported on in this study, may not exist in the larger universe of classroom teachers. It is possible that the educators sampled from the present study's urban and rural school districts are somehow different from their unionized counterparts throughout the United States. Understanding the reasons for this discrepancy requires additional investigation beyond the scope of the present study.

As mentioned above, the perceptions of need for formal school board policies and procedures between administrators and teachers were not quite so similar.

Only two special education issues were identified by both of these groups as needing formal school board policies and procedures. They were 1) disciplining handicapped students; and 2) the effective use or implementation of Least Restrictive Environment (LRE) by all school personnel.

Policies and procedures for disciplining handicapped students seems to be continually discussed, across time, in the special education collective bargaining literature. Concerns over how to deal with disruptive student behavior in the classroom within the framework of a collective bargaining agreement were initially raised by Sosnowsky & Coleman (1971) almost 20 years ago. Other researchers (Clarke, 1976; Corey, 1975; Stewart, 1978; Goldschmidt and Stuart, 1986) have either directly or indirectly examined the interaction between the provision of special education services to handicapped students and the language contained within teacher union contracts. One of the findings consistently reported by Sosnowsky and Coleman, 1971; Clarke, 1976; Corey, 1975, and Stewart, 1979 has been a link between being labeled "handicapped" and being considered a behavior problem by regular educators.

The present study did not identify any contracts that contained language dealing with specific consequences to a handicapped student for behavior(s) that would cause him or her to be either suspended or expelled from their school program.

The results of the PSE survey indicate that administrators and all four teacher groups perceived the need for formal school board policies and procedures in this area somewhere between "valuable" or "essential." In other words, all education professionals cited an imperative need for the development of formal mechanisms designed to deal with disciplining handicapped students.

The inability of the TCRS process to identify specific contractual language dealing with resolving handicapped student discipline concerns seems to be in marked contrast to the perceived need by professionals for the development of this type of formal school board policy. Two potential explanations for this wide discrepancy between the perceptions of school personnel for policy development and the total lack of specific contractual language are that:

1. Handicapped students are being disciplined under existing contractual agreements in exactly the same manner as regular education students.
2. Handicapped students are being disciplined using school board policies and procedures that lie outside of the written content of the district's collective bargaining agreement.

A January 20, 1988 ruling by the U.S. Supreme Court, Honig v. Doe, may cause states' LEAs to address directly how their employees treat handicapped students with behavioral concerns.

The United States Supreme Court ruled in Honig v. Doe

that:

... the language of P.L. 94-142 is "unequivocal," that no exceptions to the maintenance of status quo are contained in the statute, and in view of the statute's legislative history, none probably were intended.

Most directly, it refused to create an exception for dangerous students, pointing to school practices, predating P.L. 94-142 to exclude handicapped children from public schools altogether. The Court held that schools should use conventional disciplinary procedures while attempting to determine, with the parents, a more suitable placement for the student.

The school may even exclude the student for up to 10 days. At that point, though, the student must be returned to his original placement unless the school convinces a court that another placement is necessary. ... The court also ruled, for the first time, the exclusion for more than 10 days constitutes a "change in placement" under P.L. 94-142 (Education for the Handicapped Law Report, 1988, p.SA63-SA64).

Management and labor negotiate over wages and working conditions within the framework of their existing state statutes governing public sector collective bargaining. Given the dynamic nature of state government, legislation may be introduced and passed by a state's executive and legislative branches of government that require the amending of existing contractual language to meet a new or revised legal standard. If not declared unconstitutional by the judicial branch of state government, then all applicable public sector union contracts must be so modified. This is done so that the collective bargaining agreements, which govern the behavior of both management and labor, conform with any new or revised applicable state statutes.

This revision process would be much the same if mandated by the federal government.

Adjustments by local school district personnel to the content of their existing collective bargaining agreements as a result of a recent Supreme Court decision could be an example of indirect federal intervention into the realm of public sector collective bargaining. Given this federal potential indirectly to intervene in public sector bargaining practices, one possible outcome of the Honig v. Doe ruling could be that:

In the near future there would be a good deal of rewriting of the disciplinary sections of existing teacher contracts. This might be done in order to bring contracts into accord with the Honig v. Doe Supreme Court decision.

The teacher contracts examined in the present study dealt solely with disciplining regular education students. Contractual language referencing specific "change in placement" procedures to be utilized in disciplining, suspending, or expelling a handicapped student would be likely to be identified in future teacher contracts. Whatever the future outcomes of the Supreme Court ruling, the discrepancy found between all educators' perception of need for this type of contractual language and its absence in existing teacher contracts needs to be examined further.

The absence of such specific language indicates that the disciplining of handicapped students seems to be dealt with by both management and organized labor on an informal basis outside of the structure imposed on both parties by their collective bargaining agreement. It is possible that both teachers and administrators use existing state and/or local regulatory language when dealing with student discipline issues.

The finding of no specific contractual language in the agreements examined in this study dealing directly with either disciplining handicapped students generates a testable hypothesis. It is that:

All contractual language dealing with disciplining regular education students was applied intact, and unchanged to handicapped students. There were no revisions or exceptions made to existing contractual language by either management or union personnel when disciplining handicapped students.

This hypothesis was not evaluated as part of the present study. It remains unanswered, and needs to be examined in some future study.

The present study's findings can serve as a baseline for examining this hypothesis and developing a longitudinal research design to examine the effects of Honig v. Doe on LEAs' disciplinary practices with handicapped students. The school districts sampled as part of this study could be tracked across time to examine the future content of their collective bargaining agreements relative to this issue.

In this sense the present study's findings would serve as the "Pre" aspect of a "Pre" and "Post" research design.

Like discipline, there was a consensus of agreement identified between classroom teachers and special education administrators over the high degree of need to develop effective use or implementation of the principle of Least Restrictive Environment (LRE) by all school personnel. This consistency between the perceptions of all groups of educators suggests that LRE service delivery and placement issues are ongoing concerns to all educators.

It appears that local school district's implementation of the Act's LRE mandates is a concern to many professional educators. The groups' ratings indicate that all parties are concerned over the lack of LEA policy development. The discrepancy between perceptions of need for policy development and lack of existing contractual language dealing with this issue is puzzling. Resolving this inconsistency was not an objective of the present study. It needs to be examined in some future study.

Another puzzling and somewhat unexpected finding was that teachers consistently perceived a higher degree of need for formal school board policies than did special education program directors.

An examination of the PDSE survey data revealed that 62 percent of the directors of special education programs disagreed that the selected special education issues were of "limited value." This finding was not at all expected by the researcher.

There may be many possible reasons for these findings. One possible explanation can be found, in part, in the selection of the second set of special education directors who were to be polled with the PDSE instrument.

Only those individual directors who had previously indicated on the PSE instrument that they desired an executive summary of this study's outcome were selected to receive a PDSE survey instrument. The rationale for this choice has been previously described in Chapter Four. This resulted in a relatively small sample of directors ($n = 21$) who were sent the PDSE instrument. The even smaller rate of return ($n = 12$) from this subgroup suggests that the perceptions given by these individuals as explanations for the results of the first PSE survey may not be representative of the original sample of directors.

A detailed examination of the differences observed between the two groups of directors of special education programs was not completed in the present study.

Clarifying whether or not actual differences of need for special education related policies are present in certain types of program administrators would be very helpful to union leaders. If such differences did exist, then it might be possible for union leaders to enlist the aid of a "pro" special education director in supporting the inclusion of special education related language. Such an individual might be very willing to "lobby" for this type of language among the other members of the school system's management team. This suggests a testable hypothesis. It is that:

There are two types of directors of special education programs. One type is more likely to accept arguments by labor for inserting specific special education language in a teacher contract. These directors could be termed "pro" labor. The second group of administrators would perceive attempts by labor to insert any type of contractual language (special education related language being only one of many potential types) into a union contract as an encroachment of management's rights to oversee and supervise the workplace. These administrators could be categorized as being "anti" labor.

The relatively small rate of return for the PDSE instrument from special education program directors suggests that the results of the analysis of their qualitative responses should be regarded as exploratory and tentative, at best. These results need to be verified through additional research. Any contrasts drawn between the perceptions of teachers and special education program administrators, based on these data, should also be regarded as exploratory and tentative at this point in time.

In analyzing the qualitative reasons given by both administrators and teachers as to why the PDSE issues were perceived by directors to be of "limited value," teachers and administrators seemed to focus in on one major perception, i.e., inadequate resources. Both groups perceived that 1) fiscal resources, and 2) human resources were inadequate to educate handicapped students.

Directors cited limited administrative alternatives for educating handicapped students as a result of over regulation by state and local monitoring organizations. Teachers cited a lack of understanding of their resource needs by special education program administrators as to what was necessary to adequately educate handicapped students.

Conclusions

Based on the data received and its subsequent analyses, the following conclusions were drawn:

1. Collective bargaining agreements are not or have not yet become the vehicle through which the special education service delivery issues examined in this study are addressed by either unionized public school teachers or their local boards of education.
2. No significant differences exist between rural educators' perceptions of need for the special education service delivery issues examined in this study compared to urban classroom teachers.
3. No significant differences exist between special educators' perceptions of need for the special education service delivery issues examined in this study compared to regular education classroom teachers.

4. No significant relationship exists between the content of teacher unions' contracts and the perceptions of need by classroom teachers for the special education service delivery issues examined in this study.
5. A significant difference exists between classroom teachers' perceptions of need for the special education service delivery issues examined in this study compared to special education program administrators.
6. Special education program directors and teachers, as a composite group, perceived a need for the development of school board policies designed to address two specific issues. They are 1) specific consequences to handicapped students whose behaviors cause them to be either suspended or expelled from their school program; and 2) effective use of Least Restrictive Environment (LRE) by school personnel.

Recommendations

As a result of this study, the following recommendations are offered to local school districts' personnel and/or local, state and national leaders of the AFT and NEA for consideration:

1. Teacher unions seeking to negotiate initial special education related language into their contracts may be wise to limit their bargaining with management to the development of contractual mechanisms to help both parties interpret and implement the language of the Act specific to 1) setting up rules and regulations governing the delivery of either special education or related services within their local school district; 2) procedures facilitating the "mainstreaming" or placement of handicapped students into regular educators' classrooms; and 3) specific procedures governing both management and labors' practices for disciplining handicapped students.

2. Local education agencies' teacher contracts are not now the vehicle by which special education issues are formally addressed within the school districts examined in this study. However this does not mean that in the future LEAs' collective bargaining agreements cannot and will not incorporate special education policy issues. One mechanism for achieving this goal would be for special education teachers to become actively involved in their local teacher union and/or association's activities. Holding office in their local union or association, or becoming a member of their LEA's collective bargaining committee are two workable local strategies that would help special educators inform other union personnel and management of their professional needs.

3. Advocates for the rights of handicapped students should consider providing input to LEAs' who engage in multilateral public sector collective bargaining. Input by these groups into contract negotiations may decrease some of the inequities in existing special education service delivery system.

Topics for future research:

The study's findings raised a series of unanswered questions concerning the inter-relationships between teachers' labor organizations, collective bargaining and the implementation of the Act.

The following topics are suggested for future research efforts:

1. The analyses of the "Pre" and "Post" Act teacher union contracts identified virtually no specific special education contract language. However, the analyses of the perception survey data indicate that the majority of classroom teachers perceived a high degree of need for the special education policies examined in this study. A national survey of unionized special and regular educators along with special education directors should be undertaken to determine if these individuals can provide an explanation for these inconsistent findings. It may be that another source of school policies is required for specific special education issues. Such policies may operate outside of districts' teacher union contracts.
2. An examination of this study's findings suggest that teacher unions may be using their contract negotiation process for dealing with the local implementation of Regular Education Initiative (REI) issues. If a national REI issue survey instrument could be developed, it might be possible to survey teachers' labor organizations to determine what specific effect, if any, the implementation of REI issues has had in unionized school districts.
3. An analysis of Walton & McKersie's conceptual framework suggests that there may be a link between membership on the pre-bargaining and bargaining committees and the final content of the negotiated contract. Clarke's earlier recommendation to include a special educator on the negotiating committee supports this assumption. If a pre-bargaining and bargaining committee membership survey could be developed and sent to those teacher unions whose "Pre" and/or "Post" Act contracts contained specific special education language, it might be possible to test the validity of this potential link.

4. None of the teacher union contracts examined in this study contained any language dealing specifically with suspending and/or expelling a handicapped student. One possible outcome of the Supreme Court's 1988 ruling in Honig v. Doe could be revisions in the disciplinary sections of teacher contracts. These revisions would be likely to incorporate language dealing with LEAs' specific discipline policies, i.e., suspension and expulsion of handicapped students. If the present study's sample of "Post" Act contracts were used as a "Pre" Honig v. Doe baseline measurement, it may be possible to access, in part, the impact of the Court's decision upon future contract negotiations.

5. None of the teacher union contracts examined in this study contained any language dealing specifically with inservice training of teachers who work with handicapped students. Yet federal regulations exist governing each state's Comprehensive System of Personnel Development that mandate such training. If the present study's sample of "Post" Act contracts were used as a "Pre" inservice training baseline measurement, it may be possible to access, in part, the impact of any attempts by LEA's union or management officials to document their complying with state mandated CSPD activities.

The present research has added to the literature about the observed effects of LEAs' special education related contract negotiations. This single research effort has produced a clearer picture of the reality of LEAs' special education collective bargaining practices.

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APPENDIX A

Teacher Contract Rating Scale

TEACHER CONTRACT RATING SCALE

NUMBER: _____

SCHOOL SYSTEM'S NAME: _____

DATES OF CONTRACT: _____

RATER'S NAME: _____

DATE RATED: _____

INSTRUCTIONS TO RATERS:

USE THE FOLLOWING PROCEDURES WHEN RATING ALL CONTRACTS:

FIRST.

Briefly skim over (read very quickly) the entire contract.

SECOND.

Read over this rating scale carefully to familiarize yourself with its content.

THIRD. STARTING WITH NUMBER 1, WORK SEQUENTIALLY THROUGH NUMBER 14. DO NOT SKIP ANY ITEMS. DO NOT RETURN TO RE-RATE ANY ITEMS AFTER YOU HAVE COMPLETED THE LAST ITEM.

a) Use the "suggested" contract headings listed for each individual item, and the contract's "Table of Contents" and "Index" to locate each individual contract item(s). b) Next carefully read the specific contract item(s)' language. c) Finally, rate the language of the contract using the four point rating scale found under each item. WRITE IN THE PAGE(S) THAT THE CONTRACT'S CLAUSE IS LOCATED ON UNDER THE RATING SCALE. IF NO "TABLE OF CONTENTS" IS LISTED AT THE FRONT OF THE CONTRACT, THEN TURN TO THE BACK OF THE CONTRACT AND USE THE CONTRACT'S "INDEX" TO LOCATE THE ITEM IN THE BODY OF THE CONTRACT.

Be very careful NOT to infer any meaning(s) into the contract language. A "COMMENTS" Section has been developed for each item. List any observations you have relating to a specific contract item's language that differs from the language used in the rating scale's intervals.

Please circle only one number for each item you rate.

PLEASE TURN THE PAGE

THIS TEACHING CONTRACT HAS:

1. A clause(s) dealing with methods for resolving student behavior. (DISCIPLINE; SPECIAL ED)

- 0 = no reference
1 = some provision
2 = specific language dealing with handicapped student's behavioral concerns.
3 = specific language dealing with handicapped student's behavioral concerns AND specific consequences for suspension and/or expulsion of handicapped students.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

2. A clause(s) specifying reductions in regular classroom size when a handicapped child is placed into that class for instruction during a specified period of time. (CLASS SIZE; SPECIAL ED)

- 0 = no reference
1 = some provision
2 = specific language citing reduction formula when a handicapped student is placed into a regular classroom for instructional purposes.
3 = specific language citing reduction formula or procedure(s) when a handicapped student is placed into a regular classroom for instructional purposes AND a teacher's aid is assigned on some pro-rated basis to the classroom to assist the teacher in instruction of either handicapped or regular education students.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

3. A clause(s) specifying teacher release time for completing specific federal and/or state paperwork requirements such as an individual educational program (IEP). (GRADING; IEP; SPECIAL ED)

- 0 = no reference
- 1 = some provision
- 2 = specific increments of release time based on the number of handicapped students the teacher is assigned on a full-time basis.
- 3 = specific increments of release time based on the number of handicapped students the teacher is assigned on a full-time basis AND/OR the use of secretarial services to complete portions of a students' IEPs.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

4. A clause(s) specifying the use of educational funds for mileage or transportation costs (meal, toll, hotel) for home visits by classroom teachers to develop, revise and/or implement federal and/or state identification, evaluation, or programming requirements(SPECIAL ASSIGNMENT; MILEAGE; SPECIAL ED)

- 0 = no reference
- 1 = some provision
- 2 = specific mileage costs given to teaching personnel for home visits.
- 3 = mileage AND transportation costs given to teaching personnel for home visits.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

5. Clause(s) designed to increase the the input of teacher unions into the direct policy making process in both regular and special education concerns.
(RECOGNITION; DEFINITIONS; MAJORITY RIGHTS)
- 0 = no reference
 - 1 = some provision
 - 2 = teacher union must be informed of any policy change prior to its implementation by management AND be allowed to comment in writing on the effects of the proposed change prior to management's implementation of the change.
 - 3 = Any policy change must be negotiated with the teacher union prior to its implementation by management.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

6. Clause(s) dealing with the effective use of Least Restrictive Environment (LRE).
(IEP; MAINSTREAMING; CLASS SIZE; SPECIAL ED)
- 0 = no reference
 - 1 = some provision
 - 2 = specific procedures detailed in contract for monitoring the effective use of LRE on a system wide basis by management.
 - 3 = A joint labor/management committee has or will be formed to develop an LRE evaluation system to determine the effectiveness of local programs in educating handicapped students.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

7. Clause(s) monitoring the appropriate placement of handicapped students into the regular classroom by school administrators.

(MAINSTREAMING; CLASS SIZE; SPECIAL ED)

- 0 = no reference
- 1 = some provision
- 2 = contract details union AND/OR management monitoring procedures for evaluating appropriate placement of handicapped students into the regular classroom.
- 3 = contract details joint monitoring procedures for union/management with feedback system to modify existing programs as needed.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

8. Clause(s) monitoring excessive paperwork and professional staff time requirements that curtail direct student-teacher contact.

(CONDITIONS OF TEACHING; IEP; SPECIAL ED)

- 0 = no reference
- 1 = some provision
- 2 = joint management/labor monitoring system set up.
- 3 = joint monitoring system set up AND support staff available to teachers if time spent on paperwork exceeds specified daily/monthly/yearly amount.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

9. Clause(s) designed to monitoring the number of professionally trained staff needed to provide a free appropriate public education (FAPE) of handicapped children.
(TEACHING ASSIGNMENTS; STAFFING; SPECIAL ED)
- 0 = no reference
 - 1 = some provision
 - 2 = management or union monitoring procedures specified in contract language.
 - 3 = management or union monitoring procedures specified for monitoring number of teachers needed to provide FAPE to handicapped children AND procedures for hiring of professional staff to meet personnel needs on on-going monthly and/or yearly basis.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

10. Clause(s) designed to provide additional resources to both regular and special education teachers working with handicapped youth, i.e., teacher aids, extensive inservice training, tuition for additional graduate training, etc. **(STAFF DEVELOPMENT; IN-SERVICE TRAINING; SPECIAL ED)**
- 0 = no reference
 - 1 = some provision
 - 2 = agreement jointly to monitor resources used on an on-going basis throughout the current school year and review data in formulating personnel and equipment needs for the following school year.
 - 3 = agreement jointly to monitor resources used on an on-going basis throughout the current school year and re-allocate funds, personnel, training, and equipment as needed during the current school year based on periodic review of the evaluation data.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

11. Clause(s) designed to reimburse teachers for time spent in working after hours when parent conferences must be scheduled after the end or prior to the beginning of the school day.
(EXTENDED TIME; MILEAGE; SPECIAL ED)
- 0 = no reference
 - 1 = some provision
 - 2 = specific amounts set for "overtime" pay for work either before or after the contract defined school day.
 - 3 = specified amount set for "overtime" pay but flexibility noted in method of payment. For example, a teacher has an extended year contract for 3 weeks to compensate individual for time spent in job activities outside of normal school day.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

12. Clause(s) designed to monitor the training and licensure programs of teachers working with handicapped students.
(STAFFING; STAFF DEVELOPMENT; SPECIAL ED)
- 0 = no reference
 - 1 = some provision
 - 2 = joint union/management agreement to develop guidelines for monitoring the training and licensure needs of teachers working with handicapped students.
 - 3 = on-going joint committee designed to monitor the training and licensure needs of teachers working with handicapped students AND provide formal feedback to appropriate state agencies on needs of local school system.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

13. Clause(s) designed to provide extensive inservice training to those educators who are working with handicapped students in regular education settings as well as special education settings.
(MAINSTREAMING; STAFF DEVELOPMENT; INSERVICE TRAINING; SPECIAL ED)

- 0 = no reference
- 1 = some provision
- 2 = procedures for yearly inservice training for all educators working with handicapped students in regular education settings.
- 3 = procedures for on-going inservice training based on needs assessment of teachers to train all educators working with handicapped students in regular education settings.

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

14. Clause(s) designed to provide increased graduate training in special education issues, curriculum, and instructional techniques for both regular and special educators. (GRADUATE HOURS; INSERVICE TRAINING; STAFF DEVELOPMENT; MAINSTREAMING; SPECIAL ED)

- 0 = no reference
- 1 = some provision
- 2 = school system pays partial costs (usually tuition) of graduate training with teacher responsible for some educational costs.
- 3 = school system pays all costs for graduate training (for example, tuition, books, any lab fees, and/or travel to/from the class).

PAGE NUMBER(S): _____

COMMENTS (OPTIONAL): _____

APPENDIX B

**Selected Statistics for the 120 largest
Public School Systems in 1981 - 1982**

Table 49.—Selected statistics for the 120

| Name of school system | Location of superintendent's office | Rank order ¹ | Enrollment, fall 1981 | | | Class-room teachers, fall 1981 | Pupils per teacher, fall 1981 |
|---|-------------------------------------|-------------------------|-----------------------|------------|-----------|--------------------------------|-------------------------------|
| | | | Total | Elementary | Secondary | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| New York City | Brooklyn, N.Y. | 1 | 924,123 | 454,860 | 469,263 | 44,648 | 20.7 |
| Los Angeles Unified | Los Angeles, Calif. | 2 | 540,903 | 378,996 | 161,907 | 21,177 | 25.5 |
| City of Chicago | Chicago, Ill. | 3 | 442,889 | 317,634 | 125,255 | 21,126 | 21.0 |
| Dade County | Miami, Fla. | 4 | 224,580 | 119,443 | 105,137 | 10,741 | 20.9 |
| Philadelphia City | Philadelphia, Pa. | 5 | 213,980 | 105,354 | 108,626 | 12,682 | 16.9 |
| Detroit City | Detroit, Mich. | 6 | 208,656 | 118,106 | 90,550 | 8,775 | 23.8 |
| Houston Independent School District | Houston, Tex. | 7 | 193,702 | 144,228 | 49,474 | 9,971 | 19.4 |
| Broward County | Ft. Lauderdale, Fla. | 8 | 127,758 | 65,695 | 62,063 | 6,127 | 20.9 |
| Dallas Independent School District | Dallas, Tex. | 9 | 127,584 | 90,861 | 36,723 | 7,221 | 17.7 |
| Fairfax County | Fairfax, Va. | 10 | 124,631 | 72,898 | 51,733 | 6,609 | 18.9 |
| Baltimore City | Baltimore, Md. | 11 | 123,376 | 65,672 | 57,704 | 6,655 | 18.5 |
| Prince Georges County | Upper Marlboro, Md. | 12 | 116,598 | 56,144 | 60,454 | 5,891 | 19.8 |
| Memphis City | Memphis, Tenn. | 13 | 111,262 | 78,202 | 33,060 | 5,833 | 19.1 |
| San Diego City Unified | San Diego, Calif. | 14 | 110,904 | 77,439 | 33,465 | 5,219 | 21.3 |
| Hillsborough County | Tampa, Fla. | 15 | 109,953 | 58,472 | 51,481 | 5,135 | 21.4 |
| Duval County | Jacksonville, Fla. | 16 | 99,512 | 55,179 | 44,333 | 4,989 | 19.9 |
| Jefferson County | Louisville, Ky. | 17 | 96,609 | 65,925 | 30,684 | 4,851 | 19.9 |
| Montgomery County | Rockville, Md. | 18 | 95,686 | 44,581 | 51,105 | 5,506 | 17.4 |
| District of Columbia | Washington, D.C. | 19 | 94,975 | 52,744 | 42,231 | 5,132 | 18.5 |
| Baltimore County | Towson, Md. | 20 | 92,387 | 43,430 | 48,957 | 5,362 | 17.2 |
| Clark County | Las Vegas, Nev. | 21 | 89,547 | 47,867 | 41,680 | 4,023 | 22.3 |
| Milwaukee | Milwaukee, Wis. | 22 | 86,312 | 58,805 | 27,507 | 4,886 | 17.7 |
| Pinellas County | Clearwater, Fla. | 23 | 85,341 | 43,203 | 42,138 | 4,388 | 19.4 |
| Orleans Parish | New Orleans, La. | 24 | 83,391 | 59,041 | 24,350 | 3,985 | 20.9 |
| Orange County | Orlando, Fla. | 25 | 79,431 | 41,385 | 38,046 | 3,994 | 19.9 |
| Jefferson County | Lakewood, Colo. | 26 | 77,274 | 39,447 | 37,827 | 3,732 | 20.7 |
| DeKalb County | Decatur, Ga. | 27 | 78,114 | 44,166 | 31,948 | 4,244 | 17.9 |
| Cleveland | Cleveland, Ohio | 28 | 75,796 | 42,317 | 33,479 | 3,451 | 22.0 |
| Mecklenburg Co.-Charlotte City | Charlotte, N.C. | 29 | 72,756 | 50,820 | 21,936 | 3,565 | 20.4 |
| Albuquerque | Albuquerque, N. Mex. | 30 | 72,012 | 47,402 | 24,610 | 4,045 | 17.8 |
| Columbus | Columbus, Ohio | 31 | 71,594 | 50,890 | 20,704 | 3,058 | 23.4 |
| Atlanta City | Atlanta, Ga. | 32 | 69,977 | 42,152 | 27,825 | 3,935 | 17.8 |
| Palm Beach County | W. Palm Beach, Fla. | 33 | 69,855 | 37,366 | 32,489 | 3,951 | 17.7 |
| Nashville-Davidson County | Nashville, Tenn. | 34 | 67,437 | 47,829 | 19,608 | 3,205 | 21.0 |
| Anne Arundel | Annapolis, Md. | 35 | 67,422 | 33,167 | 34,255 | 3,533 | 19.1 |
| Fort Worth Independent School District | Fort Worth, Tex. | 36 | 65,822 | 46,986 | 18,836 | 3,299 | 20.0 |
| Boston | Boston, Mass. | 37 | 62,989 | 32,256 | 30,733 | 4,099 | 15.4 |
| Mobile | Mobile, Ala. | 38 | 62,641 | 43,386 | 19,255 | 2,604 | 24.1 |
| Denver | Denver, Colo. | 39 | 62,438 | 34,191 | 28,247 | 3,318 | 18.8 |
| Granite | Salt Lake City, Utah | 40 | 62,129 | 36,333 | 25,796 | 2,269 | 27.4 |
| El Paso Independent School District | El Paso, Tex. | 41 | 60,694 | 43,538 | 17,156 | --- | --- |
| Saint Louis City | St. Louis, Mo. | 42 | 60,693 | 39,863 | 20,830 | 3,644 | 16.7 |
| East Baton Rouge Parish | Baton Rouge, La. | 43 | 60,539 | 41,756 | 18,783 | 3,395 | 17.8 |
| San Antonio Independent School District | San Antonio, Tex. | 44 | 59,953 | 43,576 | 16,377 | 3,031 | 19.8 |
| Jefferson Parish | Gretna, La. | 45 | 58,926 | 41,115 | 17,811 | 3,196 | 18.4 |
| San Francisco Unified | San Francisco, Calif. | 46 | 58,378 | 37,319 | 21,059 | 2,278 | 25.6 |
| Polk County | Bartow, Fla. | 47 | 57,878 | 31,541 | 26,337 | 2,946 | 19.6 |
| Newark | Newark, N.J. | 48 | 57,745 | 42,062 | 15,683 | 3,295 | 17.5 |
| Long Beach Unified | Long Beach, Calif. | 49 | 57,467 | --- | --- | --- | --- |
| Indianapolis | Indianapolis, Ind. | 50 | 57,152 | 30,823 | 26,329 | 2,873 | 19.9 |
| Virginia Beach City | Virginia Beach, Va. | 51 | 54,870 | 33,800 | 21,070 | 2,718 | 20.2 |
| Cobb County | Marietta, Ga. | 52 | 54,803 | 32,987 | 21,816 | 2,682 | 20.4 |
| Austin Independent School District | Austin, Tex. | 53 | 54,658 | 38,035 | 16,623 | 3,321 | 16.5 |
| Wake County | Raleigh, N.C. | 54 | 53,497 | 36,877 | 16,620 | 2,796 | 19.1 |
| Greenville County | Greenville, S.C. | 55 | 53,027 | 27,924 | 25,103 | 2,799 | 18.9 |
| Portland | Portland, Oreg. | 56 | 52,389 | 35,850 | 16,539 | 2,729 | 19.2 |
| Cincinnati | Cincinnati, Ohio | 57 | 51,825 | 33,689 | 18,136 | 2,689 | 19.3 |
| Tucson Unified | Tucson, Ariz. | 58 | 51,423 | 34,634 | 16,789 | 2,364 | 21.8 |
| Jordan | Sandy, Utah | 59 | 51,248 | 38,998 | 12,250 | 1,812 | 28.3 |
| Tulsa City | Tulsa, Okla. | 60 | 48,585 | 26,675 | 21,910 | 2,413 | 20.1 |

largest public school systems in 1981-82

| Instructional staff, fall 1981 | High school graduates, 1980-81 | Number of schools, fall 1981 | Current expenditures ² for elementary and secondary schools, 1979-80 [In thousands of dollars] | | | | | | | | Current expenditure per pupil, 1979-80 ³ (in dollars) |
|--------------------------------|--------------------------------|------------------------------|--|----------------|-------------|--------------------------------|----------------|---------------------------------|---------------|----------------------------|---|
| | | | Total | Administration | Instruction | Attendance and health services | Transportation | Plant operation and maintenance | Fixed charges | Other current expenditures | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 53,613 | 46,830 | 989 | \$2,530,240 | \$72,553 | \$1,631,974 | \$17,513 | \$187,683 | \$243,992 | \$242,652 | \$133,873 | \$2,751 |
| 24,861 | 23,981 | 703 | 1,455,709 | 60,266 | 810,142 | 48,005 | 74,342 | 137,331 | 218,024 | 107,599 | 2,526 |
| 24,782 | 21,310 | 602 | 1,166,844 | 44,436 | 746,384 | 12,153 | 3,483 | 139,036 | 91,095 | 130,257 | 2,444 |
| 13,685 | 12,626 | 255 | 502,646 | 26,425 | 298,431 | 14,722 | 7,099 | 43,910 | 66,175 | 45,883 | 2,247 |
| 14,263 | 10,752 | 262 | 597,238 | 20,289 | 351,915 | 7,931 | 9,313 | 71,134 | 84,753 | 51,903 | 2,575 |
| 11,207 | 6,501 | 294 | 529,745 | 19,870 | 331,914 | 4,625 | 21,059 | 67,319 | 55,273 | 29,684 | 2,361 |
| 11,493 | 10,369 | 237 | 346,552 | 21,527 | 240,700 | 4,845 | 8,260 | 41,191 | --- | 30,029 | 1,787 |
| 7,400 | 8,160 | 159 | 275,552 | 10,158 | 163,996 | 9,682 | 6,912 | 28,640 | 35,911 | 20,253 | 2,036 |
| 8,211 | 7,383 | 198 | 252,867 | 12,231 | 177,582 | 4,302 | 2,688 | 33,891 | --- | 22,172 | 1,940 |
| 7,397 | 10,480 | 178 | 284,397 | 7,013 | 183,164 | 94 | 9,608 | 41,311 | 31,345 | 11,861 | 2,215 |
| 7,727 | 6,106 | 195 | 274,352 | 9,735 | 169,186 | 2,425 | 7,738 | 41,173 | 17,999 | 26,095 | 2,015 |
| 6,890 | 8,940 | 194 | 287,853 | 5,596 | 179,465 | 2,928 | 13,707 | 42,708 | 17,358 | 26,092 | 2,257 |
| 6,695 | 6,204 | 175 | 191,636 | 5,719 | 123,203 | --- | 5,234 | 23,432 | 15,604 | 18,443 | 1,714 |
| 6,224 | 6,790 | 166 | 268,618 | 17,606 | 163,476 | 12,515 | 7,319 | 23,372 | 32,394 | 11,935 | 2,448 |
| 6,823 | 6,453 | 146 | 208,413 | 8,619 | 115,154 | 6,459 | 7,501 | 24,244 | 26,662 | 19,774 | 1,863 |
| 6,356 | 5,132 | 145 | 191,365 | 8,045 | 104,875 | 7,008 | 7,246 | 22,507 | 23,922 | 17,762 | 1,873 |
| 5,635 | 6,506 | 147 | 203,459 | 6,276 | 136,709 | 1,380 | 11,864 | 24,779 | 7,385 | 15,067 | 1,963 |
| 6,344 | 8,791 | 179 | 288,882 | 8,220 | 183,919 | 2,495 | 10,295 | 34,534 | 22,903 | 26,517 | 2,815 |
| 6,393 | 4,848 | 184 | 300,840 | 13,700 | 166,750 | 5,100 | 4,628 | 45,754 | 39,801 | 25,107 | 2,834 |
| 6,468 | 8,235 | 157 | 241,768 | 4,252 | 160,240 | 2,250 | 8,070 | 35,810 | 10,611 | 20,535 | 2,363 |
| 4,542 | 5,585 | 114 | 163,778 | 3,154 | 98,610 | 1,252 | 5,266 | 17,937 | 24,941 | 12,619 | 1,873 |
| 6,063 | 4,704 | 151 | 285,504 | 5,482 | 170,234 | 2,612 | 6,411 | 28,141 | 43,101 | 19,522 | 3,153 |
| 5,732 | 5,651 | 116 | 175,129 | 7,430 | 99,538 | 5,986 | 4,678 | 17,959 | 21,117 | 18,421 | 1,981 |
| 4,929 | 4,083 | 125 | 161,464 | 4,486 | 98,344 | 5,809 | 5,907 | 15,700 | 12,793 | 18,424 | 1,820 |
| 4,734 | 4,909 | 113 | 156,343 | 8,778 | 90,575 | 5,222 | 4,476 | 14,810 | 18,927 | 13,555 | 1,901 |
| 4,438 | 5,454 | 111 | 162,989 | 5,457 | 91,917 | 8,884 | 3,688 | 19,392 | 18,465 | 15,188 | 2,058 |
| 4,697 | 6,000 | 108 | 147,404 | 2,988 | 93,601 | 3,526 | 4,015 | 16,709 | 14,319 | 12,246 | 1,796 |
| 4,765 | 5,444 | 132 | 305,756 | 11,647 | 129,457 | 2,500 | 2,359 | 31,445 | 27,991 | 100,356 | 3,366 |
| 4,313 | 4,485 | 109 | 147,784 | 4,162 | 87,740 | 3,933 | 5,066 | 14,033 | 19,573 | 13,277 | 1,929 |
| 4,915 | 5,823 | 108 | 154,704 | 2,640 | 95,514 | 1,459 | 4,607 | 19,991 | 17,088 | 13,405 | 1,970 |
| 4,625 | 4,150 | 136 | 164,598 | 7,024 | 84,597 | 8,163 | 7,344 | 19,413 | 23,977 | 14,079 | 2,130 |
| 4,594 | 4,403 | 131 | 166,729 | 10,613 | 95,301 | 5,460 | 2,676 | 26,985 | 11,131 | 14,563 | 2,236 |
| 4,781 | 4,184 | 93 | 148,661 | 7,548 | 86,395 | 4,578 | 4,856 | 12,853 | 19,848 | 12,581 | 2,095 |
| 4,142 | 4,197 | 128 | 131,881 | 2,396 | 90,584 | 928 | 4,761 | 16,054 | 10,363 | 6,794 | 1,844 |
| 4,125 | 5,349 | 111 | 142,727 | 3,301 | 96,541 | 1,142 | 8,752 | 17,622 | 5,166 | 10,203 | 1,983 |
| 3,770 | 4,088 | 115 | 114,279 | 3,149 | 79,741 | 2,830 | 4,467 | 13,711 | --- | 10,380 | 1,710 |
| 4,930 | 3,214 | 152 | 242,108 | 13,740 | 157,487 | 2,715 | 11,582 | 25,508 | 12,798 | 18,277 | 3,460 |
| 3,545 | 3,600 | 88 | 87,866 | 3,184 | 56,427 | 588 | 2,991 | 6,870 | 3,562 | 14,244 | 1,362 |
| 4,123 | 3,052 | 120 | 167,561 | 7,268 | 116,026 | 4,240 | 6,548 | 18,988 | 5,939 | 8,553 | 2,573 |
| 2,928 | 3,614 | 85 | 95,691 | 1,182 | 55,852 | 870 | 1,614 | 9,019 | 18,022 | 9,132 | 1,605 |
| --- | 3,617 | 69 | 87,740 | 3,321 | 61,041 | 1,184 | 1,858 | 9,263 | --- | 11,073 | 1,422 |
| 4,286 | 2,821 | 129 | 146,526 | 8,317 | 88,135 | 2,699 | 4,721 | 21,610 | 5,906 | 15,137 | 2,345 |
| 3,998 | 4,233 | 115 | 126,358 | 3,939 | 71,832 | 3,498 | 5,794 | 14,116 | 13,446 | 13,733 | 1,800 |
| 3,480 | 3,326 | 91 | 103,949 | 3,635 | 76,648 | 1,481 | 1,411 | 9,240 | --- | 11,535 | 1,682 |
| 4,332 | 3,480 | 85 | 112,311 | 7,304 | 60,761 | 3,387 | 8,016 | 10,549 | 12,401 | 8,892 | 1,723 |
| 3,043 | 3,128 | 105 | 157,044 | 11,644 | 96,318 | 3,579 | 3,171 | 10,311 | 24,417 | 7,606 | 2,797 |
| 3,550 | 3,355 | 96 | 110,046 | 4,672 | 63,654 | 3,357 | 3,372 | 10,928 | 12,961 | 11,102 | 1,868 |
| 4,202 | 2,727 | 81 | 160,536 | 5,397 | 100,848 | 3,218 | 3,599 | 21,708 | 13,108 | 12,658 | 2,594 |
| --- | --- | 76 | 116,553 | 3,799 | 69,386 | 3,746 | 2,563 | 13,483 | 15,945 | 7,630 | 2,108 |
| 3,387 | 3,643 | 95 | 139,473 | 9,827 | 79,359 | 6,706 | 2,629 | 20,382 | 8,905 | 11,665 | 2,070 |
| 3,015 | 3,644 | 60 | 73,862 | 1,383 | 50,693 | 997 | 3,047 | 7,370 | 6,596 | 3,777 | 1,323 |
| 2,983 | 3,675 | 69 | 79,861 | 2,052 | 48,664 | 1,680 | 3,541 | 9,099 | 7,882 | 6,943 | 1,450 |
| 3,854 | 3,311 | 84 | 115,167 | 5,151 | 78,945 | 2,211 | 4,112 | 14,590 | --- | 10,158 | 2,018 |
| 3,244 | 3,552 | 85 | 95,739 | 2,781 | 55,960 | 2,412 | 3,946 | 9,860 | 12,394 | 8,386 | 1,733 |
| 3,241 | 3,330 | 94 | 75,067 | 2,664 | 49,613 | 2,718 | 1,096 | 8,550 | 487 | 9,938 | 1,408 |
| 3,239 | 3,168 | 110 | 147,191 | 8,182 | 80,063 | 1,814 | 4,803 | 18,676 | 25,619 | 8,034 | 2,733 |
| 3,217 | 3,275 | 87 | 130,090 | 8,618 | 68,900 | 5,266 | 5,417 | 14,964 | 18,523 | 8,402 | 2,362 |
| 3,024 | 3,440 | 93 | 104,917 | 12,741 | 62,717 | --- | 3,304 | 13,092 | 6,963 | 6,098 | 1,663 |
| 2,278 | 2,468 | 58 | 67,764 | 1,281 | 38,834 | 404 | 1,815 | 6,745 | 11,554 | 7,130 | 1,461 |
| 2,757 | 3,445 | 107 | 86,221 | 3,047 | 58,663 | 963 | 2,671 | 7,990 | 7,151 | 5,736 | 1,639 |

Table 49.—Selected statistics for the 120 largest

| Name of school system | Location of superintendent's office | Rank order ¹ | Enrollment, fall 1981 | | | Class-room teachers, fall 1981 | Pupils per teacher, fall 1981 |
|--|-------------------------------------|-------------------------|-----------------------|------------|-----------|--------------------------------|-------------------------------|
| | | | Total | Elementary | Secondary | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Oakland City Unified | Oakland, Calif. | 61 | 48,531 | 35,162 | 13,369 | 1,844 | 26.3 |
| Fresno City Unified | Fresno, Calif. | 62 | 47,802 | 34,517 | 13,285 | 1,946 | 24.6 |
| Buffalo City | Buffalo, N.Y. | 63 | 47,707 | 25,415 | 22,292 | 2,749 | 17.4 |
| Jefferson County | Birmingham, Ala. | 64 | 47,071 | 31,688 | 15,383 | 1,877 | 25.1 |
| Seattle | Seattle, Wash. | 65 | 46,464 | 23,611 | 22,853 | 2,330 | 19.9 |
| Brevard County | Rockledge, Fla. | 66 | 45,216 | 21,699 | 23,517 | 2,324 | 19.5 |
| Caddo Parish | Shreveport, La. | 67 | 44,983 | 31,080 | 13,903 | 2,301 | 19.5 |
| Ysleta Independent School District | El Paso, Tex. | 68 | 44,851 | 32,879 | 11,972 | 2,183 | 20.5 |
| Wichita | Wichita, Kans. | 69 | 44,472 | 26,537 | 17,935 | 2,422 | 18.4 |
| Toledo | Toledo, Ohio | 70 | 44,442 | 30,827 | 13,615 | 2,170 | 20.5 |
| San Juan Unified | Carmichael, Calif. | 71 | 44,186 | 28,979 | 15,207 | 1,858 | 23.8 |
| Pittsburgh City | Pittsburgh, Pa. | 72 | 43,888 | 21,723 | 22,165 | 2,878 | 15.3 |
| Birmingham City | Birmingham, Ala. | 73 | 43,595 | 28,747 | 14,848 | 2,072 | 21.0 |
| Charleston County | Charleston, S.C. | 74 | 43,561 | 22,703 | 20,858 | 2,327 | 18.7 |
| Omaha | Omaha, Nebr. | 75 | 43,213 | 22,986 | 20,227 | 2,171 | 19.9 |
| Oklahoma City | Oklahoma City, Okla. | 76 | 40,783 | 24,496 | 16,287 | 2,135 | 19.1 |
| Sacramento City Unified | Sacramento, Calif. | 77 | 40,663 | 28,572 | 12,091 | 1,690 | 24.1 |
| Escambia County | Pensacola, Fla. | 78 | 40,615 | 21,505 | 19,110 | 2,157 | 18.8 |
| Davis County | Farmington, Utah | 79 | 40,571 | 24,723 | 15,848 | 1,384 | 29.3 |
| Forsyth Co. Winston-Salem City | Winston-Salem, N.C. | 80 | 40,200 | 27,504 | 12,696 | 2,063 | 19.5 |
| Kanewha County | Charleston, W. Va. | 81 | 40,004 | 22,012 | 17,992 | 2,357 | 17.0 |
| Minneapolis Special | Minneapolis, Minn. | 82 | 38,839 | 20,885 | 17,954 | 1,941 | 20.0 |
| Kansas City | Kansas City, Mo. | 83 | 38,569 | 20,554 | 18,015 | 1,898 | 20.3 |
| Garden Grove Unified | Garden Grove, Calif. | 84 | 38,211 | 25,293 | 12,918 | 1,420 | 26.9 |
| Anchorage | Anchorage, Alaska | 85 | 37,508 | 20,984 | 16,524 | 1,760 | 21.3 |
| Akron | Akron, Ohio | 86 | 37,502 | 20,409 | 17,093 | 1,881 | 19.9 |
| Pasadena Independent School District | Pasadena, Tex. | 87 | 37,433 | 27,892 | 9,541 | 1,808 | 20.7 |
| Mesa Unified | Mesa, Ariz. | 88 | 37,034 | 26,204 | 10,830 | 1,796 | 20.6 |
| Corpus Christi Independent School District | Corpus Christi, Tex. | 89 | 37,024 | 26,203 | 10,821 | 1,969 | 18.8 |
| Gwinnett County | Lawrenceville, Ga. | 90 | 37,007 | 23,886 | 13,121 | 1,759 | 21.0 |
| Seminole County | Sanford, Fla. | 91 | 36,495 | 19,276 | 17,219 | 1,716 | 21.3 |
| Richardson Independent School District | Richardson, Tex. | 92 | 36,475 | 24,381 | 12,094 | 1,923 | 19.0 |
| Volusia County | Deland, Fla. | 93 | 36,131 | 18,933 | 17,198 | 1,897 | 19.0 |
| Norfolk City | Norfolk, Va. | 94 | 36,131 | 24,324 | 11,807 | 2,050 | 17.6 |
| Prince William County | Manassas, Va. | 95 | 35,584 | 21,679 | 13,905 | 1,917 | 18.6 |
| Fulton County | Atlanta, Ga. | 96 | 35,523 | 20,769 | 14,754 | 2,121 | 16.7 |
| Aktine Independent School District | Houston, Tex. | 97 | 35,413 | 26,336 | 9,077 | 1,669 | 21.2 |
| Cumberland County | Fayetteville, N.C. | 98 | 34,763 | 24,377 | 10,386 | 1,683 | 20.7 |
| Rochester | Rochester, N.Y. | 99 | 34,646 | 19,623 | 15,023 | 1,953 | 17.7 |
| Northside Independent School District | San Antonio, Tex. | 100 | 34,590 | 23,973 | 10,617 | 1,882 | 18.4 |
| Chesterfield County | Chesterfield, Va. | 101 | 33,875 | 21,689 | 12,186 | 1,856 | 18.3 |
| North East Independent School District | San Antonio, Tex. | 102 | 33,815 | 22,430 | 11,385 | 1,776 | 19.0 |
| Montgomery | Montgomery, Ala. | 103 | 33,766 | 23,588 | 10,178 | 1,513 | 22.3 |
| Fort Wayne Community | Fort Wayne, Ind. | 104 | 33,610 | 18,256 | 15,354 | 1,595 | 21.1 |
| Arlington Independent School District | Arlington, Tex. | 105 | 33,574 | 23,820 | 9,754 | 1,720 | 19.5 |
| Mt. Diablo Unified | Concord, Calif. | 106 | 33,358 | 21,772 | 11,586 | 1,450 | 23.0 |
| Gaston County | Gastonia, N.C. | 107 | 33,328 | 24,198 | 9,130 | 1,596 | 20.9 |
| Dayton | Dayton, Ohio | 108 | 33,065 | 23,211 | 9,854 | 1,762 | 18.8 |
| Calcasieu Parish | Lake Charles, La. | 109 | 33,001 | 22,800 | 10,201 | 1,754 | 18.8 |
| Spring Branch Independent School District | Houston, Tex. | 110 | 32,818 | 21,944 | 10,874 | 1,894 | 17.3 |
| Shawnee Mission | Shawnee Mission, Kans. | 111 | 32,717 | 16,185 | 16,532 | 1,932 | 16.9 |
| Flint | Flint, Mich. | 112 | 32,487 | 18,029 | 14,458 | 1,581 | 20.5 |
| Des Moines Independent Community | Des Moines, Iowa | 113 | 32,378 | 17,227 | 15,151 | 1,635 | 19.8 |
| Clayton County | Jonesboro, Ga. | 114 | 32,284 | 19,759 | 12,525 | 1,746 | 18.5 |
| Santa Ana Unified | Santa Ana, Calif. | 115 | 32,275 | 24,919 | 7,356 | 1,293 | 25.0 |
| San Jose Unified | San Jose, Calif. | 116 | 31,864 | 22,177 | 9,687 | 1,386 | 23.0 |
| Jersey City | Jersey City, N.J. | 117 | 31,737 | 23,406 | 8,331 | 1,801 | 17.6 |
| Washoe County | Reno, Nev. | 118 | 31,590 | 16,497 | 15,093 | 1,620 | 19.5 |
| Henrico County | Highland Springs, Va. | 119 | 31,536 | 19,211 | 12,325 | 1,837 | 17.2 |
| Gary | Gary, Ind. | 120 | 31,494 | 17,342 | 14,152 | 1,524 | 20.7 |

¹ Public school systems ranked by enrollment size.

² Current expenditures by local school districts only. Excludes expenditure of State education agencies for local school districts.

³ Current expenditure per pupil based on fall enrollment. The United States average expenditure for this measure was \$2,027 in 1979-80.

public school systems in 1981-82—Continued

| Instructional staff, fall 1981 | High school graduates, 1980-81 | Number of schools, fall 1981 | Current expenditures ² for elementary and secondary schools, 1979-80 (In thousands of dollars) | | | | | | | | Current expenditure per pupil, 1979-80 ³ (in dollars) |
|--------------------------------|--------------------------------|------------------------------|--|----------------|-------------|--------------------------------|----------------|---------------------------------|---------------|----------------------------|---|
| | | | Total | Administration | Instruction | Attendance and health services | Transportation | Plant operation and maintenance | Fixed charges | Other current expenditures | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 2,228 | 2,146 | 91 | \$135,175 | \$5,014 | \$78,193 | \$3,409 | \$305 | \$14,433 | \$24,685 | \$9,136 | \$2,570 |
| 2,287 | 2,762 | 82 | 108,175 | 2,656 | 70,614 | 2,058 | 1,293 | 11,429 | 14,312 | 5,813 | 2,214 |
| 3,344 | 2,563 | 78 | 152,438 | 4,620 | 78,897 | 1,176 | 8,602 | 17,626 | 29,673 | 11,843 | 3,291 |
| 2,637 | 3,300 | 76 | 70,486 | 998 | 45,455 | 171 | 2,884 | 6,579 | 2,252 | 12,147 | 1,386 |
| 2,779 | 4,498 | 115 | 150,858 | 4,916 | 92,492 | 986 | 10,385 | 15,091 | 18,394 | 8,595 | 3,005 |
| 2,821 | 3,869 | 60 | 86,704 | 4,429 | 49,087 | 2,184 | 2,639 | 9,752 | 11,906 | 6,706 | 1,784 |
| 2,859 | 3,020 | 72 | 88,698 | 3,181 | 51,412 | 2,925 | 4,287 | 8,357 | 6,256 | 10,281 | 1,854 |
| 2,447 | 2,717 | 46 | 55,456 | 2,706 | 39,328 | 607 | 830 | 5,981 | -- | 6,004 | 1,250 |
| 2,927 | 2,644 | 99 | 90,453 | 2,845 | 55,536 | 619 | 4,248 | 12,709 | 9,029 | 5,467 | 2,020 |
| 2,573 | 2,659 | 65 | 104,207 | 3,384 | 56,926 | 2,308 | 2,804 | 14,487 | 13,860 | 10,439 | 2,196 |
| 2,163 | 3,314 | 81 | 101,766 | 4,590 | 65,554 | 1,188 | 2,274 | 8,873 | 13,343 | 5,944 | 2,150 |
| 3,355 | 3,478 | 89 | 134,210 | 4,585 | 73,800 | 3,231 | 4,006 | 23,131 | 16,405 | 9,052 | 2,778 |
| 2,504 | 2,749 | 105 | 86,024 | 1,673 | 51,193 | 484 | 299 | 8,941 | 2,652 | 20,782 | 1,770 |
| 2,706 | 2,787 | 77 | 69,498 | 2,277 | 45,829 | 2,172 | 752 | 7,732 | 1,010 | 9,725 | 1,545 |
| 2,580 | 3,029 | 197 | 95,175 | 3,017 | 52,278 | 3,462 | 5,074 | 12,760 | 9,242 | 9,343 | 2,084 |
| 2,489 | 2,332 | 103 | 68,868 | 2,197 | 45,604 | 975 | 3,021 | 7,366 | 4,702 | 5,002 | 1,581 |
| 1,970 | 2,286 | 72 | 92,967 | 3,730 | 55,570 | 3,320 | 1,698 | 9,316 | 13,399 | 5,933 | 2,236 |
| 2,584 | 2,574 | 65 | 78,596 | 3,509 | 43,094 | 2,674 | 2,557 | 8,721 | 9,896 | 8,147 | 1,854 |
| 1,716 | 2,481 | 60 | 61,075 | 1,512 | 34,254 | 922 | 1,300 | 6,692 | 5,581 | 5,815 | 1,601 |
| 2,411 | 3,085 | 64 | 79,739 | 2,840 | 47,067 | 2,926 | 3,505 | 6,830 | 10,640 | 5,931 | 1,847 |
| 2,718 | 2,835 | 118 | 83,460 | 2,600 | 50,753 | 1,532 | 3,745 | 9,459 | 4,709 | 10,661 | 1,996 |
| 2,297 | 2,670 | 249 | 115,706 | 4,598 | 72,070 | 3,568 | 8,554 | 13,154 | 1,287 | 12,475 | 2,801 |
| 2,155 | 2,109 | 79 | 93,748 | 3,622 | 56,160 | 1,317 | 4,793 | 12,302 | 4,408 | 11,146 | 2,454 |
| 1,582 | 2,654 | 56 | 83,644 | 3,748 | 49,979 | 2,489 | 1,430 | 9,040 | 11,927 | 5,030 | 2,015 |
| 2,027 | 2,212 | 95 | 122,008 | 2,589 | 73,026 | 13,530 | 5,443 | 6,188 | 15,530 | 5,703 | 3,294 |
| 2,230 | 3,362 | 59 | 89,545 | 3,116 | 52,854 | 2,943 | 1,304 | 11,384 | 12,456 | 5,489 | 2,208 |
| 2,035 | 1,852 | 42 | 56,486 | 4,595 | 35,905 | 1,155 | 1,457 | 7,313 | -- | 6,060 | 1,549 |
| 2,107 | 2,044 | 48 | 55,313 | 4,092 | 34,828 | -- | 1,584 | 7,775 | 3,907 | 3,128 | 1,335 |
| 2,293 | 2,145 | 63 | 64,529 | 2,135 | 45,525 | 816 | 1,683 | 6,893 | -- | 7,476 | 1,691 |
| 1,959 | 1,867 | 42 | 48,386 | 1,617 | 29,985 | 1,367 | 2,558 | 4,733 | 4,236 | 3,890 | 1,399 |
| 2,070 | 2,088 | 45 | 57,947 | 2,313 | 34,270 | 2,151 | 2,281 | 5,272 | 6,933 | 4,727 | 1,623 |
| 2,193 | 2,895 | 51 | 52,272 | 2,001 | 39,316 | 475 | 650 | 6,743 | -- | 3,087 | 1,396 |
| 2,285 | 2,099 | 58 | 63,532 | 2,291 | 37,374 | 2,132 | 1,829 | 6,088 | 8,151 | 5,667 | 1,765 |
| 2,296 | 1,818 | 62 | 73,494 | 1,624 | 45,836 | 829 | 3,804 | 8,898 | 4,825 | 7,679 | 1,900 |
| 2,118 | 2,269 | 46 | 63,784 | 1,154 | 40,198 | 398 | 3,583 | 10,481 | 4,187 | 3,782 | 1,789 |
| 2,399 | 2,334 | 74 | 63,544 | 1,945 | 42,571 | 1,391 | 1,807 | 8,868 | 1,960 | 5,003 | 1,758 |
| 1,921 | 1,352 | 32 | 43,998 | 1,733 | 29,906 | 480 | 2,236 | 4,740 | -- | 4,903 | 1,312 |
| 1,954 | 2,318 | 56 | 58,697 | 1,460 | 34,704 | 1,750 | 1,749 | 5,154 | 7,774 | 6,105 | 1,634 |
| 2,355 | 1,297 | 57 | 122,947 | 4,406 | 65,855 | 1,098 | 6,232 | 10,718 | 28,948 | 5,690 | 3,729 |
| 2,101 | 2,300 | 43 | 50,473 | 1,707 | 35,594 | 560 | 1,566 | 6,222 | -- | 4,825 | 1,544 |
| 2,059 | 2,103 | 40 | 50,008 | 814 | 32,714 | 243 | 2,938 | 7,651 | 3,617 | 2,031 | 1,530 |
| 2,011 | 2,948 | 41 | 53,887 | 1,851 | 38,515 | 416 | 1,681 | 7,144 | -- | 4,279 | 1,601 |
| 2,004 | 2,001 | 54 | 46,725 | 1,287 | 31,723 | 48 | 1,509 | 3,399 | 1,655 | 7,104 | 1,325 |
| 1,805 | 2,409 | 57 | 66,787 | 3,651 | 42,173 | 2,676 | 1,518 | 8,215 | 3,746 | 4,807 | 1,945 |
| 1,942 | 2,189 | 42 | 44,144 | 1,615 | 31,188 | 324 | 1,001 | 5,675 | -- | 4,341 | 1,363 |
| 1,736 | 2,532 | 47 | 77,152 | 1,964 | 51,946 | 2,315 | 649 | 5,573 | 11,033 | 3,673 | 2,024 |
| 1,828 | 1,701 | 55 | 50,609 | 1,016 | 32,330 | 1,092 | 947 | 3,326 | 7,019 | 4,879 | 1,454 |
| 2,270 | 1,831 | 59 | 100,561 | 2,305 | 55,697 | 2,047 | 4,817 | 11,682 | 14,857 | 9,155 | 2,945 |
| 2,115 | 2,448 | 66 | 56,449 | 1,244 | 33,939 | 1,112 | 2,560 | 6,942 | 4,860 | 5,792 | 1,568 |
| 2,201 | 2,759 | 38 | 63,462 | 3,426 | 41,696 | 662 | 1,675 | 10,509 | -- | 5,494 | 1,833 |
| 2,279 | 2,747 | 60 | 68,680 | 1,976 | 47,090 | 669 | 894 | 8,276 | 5,036 | 4,739 | 1,929 |
| 2,064 | 1,612 | 56 | 90,672 | 4,660 | 51,154 | 1,120 | 2,630 | 12,906 | 8,433 | 9,770 | 2,579 |
| 1,887 | 2,161 | 65 | 86,214 | 1,726 | 58,410 | 1,114 | 1,842 | 8,905 | 9,527 | 4,691 | 2,540 |
| 1,962 | 2,006 | 39 | 46,741 | 880 | 31,407 | 1,437 | 1,331 | 4,948 | 2,417 | 4,321 | 1,403 |
| 1,495 | 1,312 | 36 | 58,541 | 1,406 | 35,570 | 1,759 | 730 | 6,189 | 8,810 | 4,277 | 2,091 |
| 1,614 | 1,883 | 52 | 83,829 | 2,466 | 55,031 | 2,179 | 738 | 7,758 | 10,112 | 5,545 | 2,342 |
| 2,223 | 1,509 | 37 | 82,503 | 2,498 | 57,046 | 1,390 | 2,009 | 11,937 | 5,462 | 2,162 | 2,446 |
| 1,833 | 1,678 | 59 | 60,566 | 1,413 | 36,761 | 482 | 1,788 | 7,549 | 9,470 | 3,104 | 1,911 |
| 2,071 | 2,422 | 49 | 61,835 | 1,310 | 39,250 | 717 | 2,124 | 10,216 | 5,831 | 2,387 | 1,879 |
| 1,840 | 1,992 | 43 | 65,662 | 3,069 | 40,196 | 2,562 | 814 | 11,711 | 3,071 | 4,240 | 2,063 |

NOTE.—Because of rounding, details may not add to totals.

SOURCE: U.S. Department of Education, National Center for Education Statistics, survey of "Common Core of Data;" and survey of "School District Finances."

APPENDIX C

Listing of Potential LEA Sample Participants

- | | |
|-------------------------------|------------------------|
| 1. City of New York | 29. Los Angles Unified |
| 2. City of Chicago | 30. Dade County |
| 3. City of Philadelphia | 31. City of Detroit |
| 4. Broward County | 32. City of Baltimore |
| 5. Prince Georges County | 33. City of Memphis |
| 6. San Diego Unified | 34. Hillsborough Co. |
| 7. Montgomery County | 35. City of Las Vegas |
| 8. City of Milwaukee | 36. Pinellas County |
| 9. Palm Beach County | 37. Ann Arudel |
| 10. Nashville-Davidson County | 38. Polk County |
| 11, City of Newark | 39. Long Beach Unified |
| 12. Portland | 40. City of Cincinnati |
| 13. Oakland Unified | 41. Fresno Unified |
| 14. City of Buffalo | 42. Brevard County |
| 15. City of Toledo | 43. San Juan Unified |
| 16, City of Pittsburgh | 44. City of Omaha |
| 17. Oklahoma City | 45. Minneapolis |
| 18. City of Anchorage | 46. City of Akron |
| 19. Seminole County | 47. City of Rochester |
| 20. Mt Diablo Unified | 48. City of Dayton |
| 21. Shawnee Mission | 49. City of Flint |
| 22. Des Moines Independent | 50. Santa Ana Unified |
| 23. San Jose Unified | 51. Washoe County |
| 24. Jersey City | 52. Orange County |
| 25. Duval County | 53. San Diego |
| 26. Indianapolis | 54. Sacramento |
| 27. City of Cleveland | 55. City of Columbus |
| 28. City of Boston | 56. San Francisco |

57. **Tulsa City**
58. **Escambia County**
59. **Fort Wayne Community**
60. **Seattle**
61. **Volusia County**
62. **Gary**

APPENDIX D

Actual LEA Sample Participants

- | | |
|-------------------------------|------------------------|
| 1. City of New York | 29. Los Angles Unified |
| 2. City of Chicago | 30. Dade County |
| 3. City of Philadelphia | 31. City of Detroit |
| 4. Broward County | 32. City of Baltimore |
| 5. Prince Georges County | 33. City of Memphis |
| 6. San Diego Unified | 34. Hillsborough Co. |
| 7. Montgomery County | 35. City of Las Vegas |
| 8. City of Milwaukee | 36. Pinellas County |
| 9. Palm Beach County | 37. Ann Arudel |
| 10. Nashville-Davidson County | 38. Polk County |
| 11, City of Newark | 39. Long Beach Unified |
| 12. Portland | 40. City of Cincinnati |
| 13. Oakland Unified | 41. Fresno Unified |
| 14. City of Buffalo | 42. Brevard County |
| 15. City of Toledo | 43. San Juan Unified |
| 16, City of Pittsburgh | 44. City of Omaha |
| 17. Oklahoma City | 45. Minneapolis |
| 18. City of Anchorage | 46. City of Akron |
| 19. Seminole County | 47. City of Rochester |
| 20. Mt Diablo Unified | 48. City of Dayton |
| 21. Shawnee Mission | 49. City of Flint |
| 22. Des Moines Independent | 50. Santa Ana Unified |
| 23. San Jose Unified | 51. Washoe County |
| 24. Jersey City | 52. Orange County |
| 25. Duval County | 53. San Diego |
| 26. Indianapolis | 54. Sacramento |
| 27. City of Boston | 55. San Francisco |
| 28. Tulsa City | 56. Escambria County |

57. Fort Wayne Community

58. Seattle

59. Volusia County

Incomplete Contract Sets:

1. City of Cleveland

2. City of Columbus

3. Gary

APPENDIX E

**Initial Request to School Systems for a
Copy of their 1985 - 1986 Teacher Contract**

110 Beaver Avenue
Beckley, West Virginia 25801

July 16, 1986

Assistant Superintendent
of Personnel/Employee Labor Relations
Clark County Public School System
Las Vegas, Nevada

To Whom It May Concern:

I am interested in obtaining a copy of your teaching staff's collective bargaining agreement that was in effect during the 1985 - 86 school year.

My interest in reviewing a copy of your system's 1985 - 1986 contract between management and your teachers' union is based upon my dissertation research topic area. I am currently completing my Ed.D. at Virginia Tech, Blacksburg, VA. It will be in the area of Special Education Administration and Supervision. My cognate is in business administration. Specifically, the areas of collective bargaining, grievance administration and arbitration in the public sector. I am focusing my dissertation research on the effects, if any, of the implementation of P.L. 94-142: The Education For All Handicapped Children Act of 1975 on the content and language of collectively bargained teacher contracts.

I would greatly appreciate your help in locating a current 1985 - 1986 contract. I would also like to contact you by phone (at my own expense) at a later date to utilize your knowledge & expertise in developing collectively bargained agreements to help clarify any questions I might have about the document.

I would be happy to send you an executive summary of my study's results as well as answer any questions you might have concerning the implications of my findings at the local school district level.

Thank you for your time, and I hope to be hearing from you in the near future.

Sincerely yours,

George T. White, Jr.

APPENDIX F

**Follow-Up Request to School Systems for a
Copy of their 1985 - 1986 Teacher Contract**

110 Beaver Avenue
Beckley, West Virginia 25801
September 16, 1986

Assistant Superintendent
of Personnel/Employee Labor Relations
Jersey City Public School System
Jersey City, New Jersey

To Whom It May Concern:

In mid-July of this year I wrote to your school system requesting a copy of the teaching staff's collective bargaining agreement that was in effect during the 1985 - 1986 school year. I did not receive any reply to my initial request.

My interest in reviewing a copy of your system's 1985 - 1986 contract between management and your teacher's union is based upon my dissertation research topic area. I am currently completing my Ed.D. at Virginia Tech, Blacksburg, VA. It will be in the area of Special Education Administration and Supervision. My cognate is in business administration. Specifically, the areas of collective bargaining, grievance administration and arbitration in the public sector. I am focusing my dissertation research on the effects, if any, of the implementation of PL 94-142: The Education For All Handicapped Children Act of 1975 on the content and language of collectively bargained teacher contracts.

In order to compare and contrast pre/post implementation contracts, I also need to obtain one copy of any of the following three previous year's contracts. I have limited my pre-PL 94-142 contracts to: 1) 1976 - 1977; 2) 1977 - 1978; and 3) 1978 - 79.

I would greatly appreciate your help in locating a current 1985 - 86 contract as well as one pre-PL 94-142 contract that was in effect during any of these three school years. I would also like to contact you by phone (at my own expense) at a later date to utilize your knowledge & expertise in developing collectively bargained agreements to help clarify any questions I might have about the two documents.

I would be happy to send you an executive summary of my study's results as well as answer any questions you might have concerning the implications of the results at the local school district level.

Thank you for your time, and I hope to be hearing from you in the near future.

Sincerely yours,

George T. White, Jr.

APPENDIX G

**Initial Request to School Systems for a
Copy of their "Pre" P.L. 94-142 Teacher Contract**

110 Beaver Avenue
Beckley, West Virginia 25801
July 20, 1986

Ricks W. Mason, Jr., Director
Division of Employment and Placement
Memphis City Schools
2597 Avery Avenue
Memphis, Tennessee 38112

Dear Dr. Mason:

In late April of this year I wrote to your school system requesting a copy of the collective bargaining agreement that was in effect during the 1985 - 86 school year. You were kind enough to send me a copy of this agreement.

My interest in reviewing a copy of your system's contract between management and your teachers' union is based upon my dissertation research topic area. I am currently completing my Ed.D. at Virginia Tech, Blacksburg, VA. It will be in the area of Special Education Administration and Supervision. My cognate is in business administration. Specifically, the areas of collective bargaining, grievance administration and arbitration in the public sector. I am focusing my dissertation research on the effects, if any, of the implementation of PL 94-142: The Education For All Handicapped Children Act of 1975 on the content and language of collectively bargained teacher contracts.

In order to compare and contrast pre/post implementation contracts, I need to obtain a copy of a previous year's contract. For my data collection purposes, I have limited my pre-PL 94-142 contracts to three school years. They are: 1) 1976 - 1977; 2) 1977 - 1978; and 3) 1978 - 79.

I would greatly appreciate your help in locating a pre-PL 94-142 contract that was in effect during any of these three school years. I would also like to contact you by phone (at my own expense) at a later date to utilize your knowledge & expertise in developing collectively bargained agreements to help clarify any questions I might have about the two documents.

I would be happy to send you an executive summary of my study's results as well as answer any questions you might have concerning the implications of the results at the local school district level.

Thank you for your time, and I hope to be hearing from you in the near future.

Sincerely yours,

George T. White, Jr.

APPENDIX H

**Follow-Up Request to School Systems for a
Copy of their "Pre" P.L. 94-142 Teacher Contract**

110 Beaver Avenue
Beckley, West Virginia 25801
September 16, 1986

Dr. Mark S. Seigle, Associate Superintendent
Government, Community & Employee Relations
The School Board of Broward County Florida
Fort Lauderdale, Florida 33310

Dear Dr. Seigle:

In mid-July of this year I wrote to you requesting a copy of the collective bargaining agreement that was in effect during any one of the following school years: 1) 1976 - 1977; 2) 1977 - 1978; and 3) 1978 - 79. I have not heard from you as of yet, and am following up on my initial request.

As I stated in my original letter, my interest in reviewing a copy of your system's contract between management and your teacher's union is based upon my dissertation research topic area. I am currently completing my Ed.D. at Virginia Tech, Blacksburg, VA. It will be in the area of Special Education Administration and Supervision. My cognate is in business administration in the areas of collective bargaining, grievance administration and arbitration in the public sector. I am focusing my dissertation research on the effects, if any, of the implementation of PL 94-142: The Education For All Handicapped Children Act of 1975 on the content and language of collectively bargained teacher contracts.

In order to compare and contrast pre/post implementation contracts, I also need to obtain a copy of a previous year's contracts. I have limited my pre-PL 94-142 contracts to the three school years listed above. If your system did not engage in collective bargaining until a later date, then I would like to obtain a copy of your first collective bargaining agreement.

I would greatly appreciate your help in locating a pre-PL 94-142 contract that was in effect during any of these three school years. I would also like to contact you by phone (at my own expense) at a later date to utilize your knowledge & expertise in developing collectively bargained agreements to help clarify any questions I might have about the two documents.

I would be happy to send you an executive summary of my study's results as well as answer any questions you might have concerning the implications of the results at the local school district level.

Thank you for your time, and I hope to be hearing from you in the near future.

Sincerely yours,

George T. White, Jr.

APPENDIX I

Cover Letter for PSE Instrument

VIRGINIA TECH

COLLEGE OF EDUCATION

BLACKSBURG, VIRGINIA 24061

October 26, 1986

Dear Regular Education Teacher:

I am contacting you to obtain your perspective on the desirability of local school boards in our state to specify certain special education issues in the form of formal school board policy directives to their employees, i.e., teachers, administrators, service personnel, etc.

This survey is the first step in the development of a national survey instrument that I am going to use to collect information for my doctoral dissertation. I am presently working on my doctorate at Virginia Tech in Blacksburg, Virginia. My two training areas are in special education administration & supervision and business administration.

Your input as a regular education teacher is crucial for the next design step in my research. I greatly appreciate your time and effort on my behalf. I have enclosed a stamped, self addressed return envelop for your use. Please take a few minutes to complete the survey and return it to me today if possible. If you have any questions about any aspect of the survey instrument, then I will be glad to answer any concerns that you may have. My office phone number is 252-7355 ext. 66/72. I am usually in the office on Thursday afternoons and all day Friday. My home phone number is 255-5057. I am usually home after 4:30 in the afternoon.

Again, thank you for your time.

Sincerely yours,

George White

APPENDIX J

Policy Issues in Special Education Rating Scale

POLICY ISSUES IN SPECIAL EDUCATION

RATING SCALE

Number: _____ Date: _____

Please Check Only One:

Teacher: _____ Other: _____

(Please Specify) _____

Administrator: _____

Current Assignment (Please Specify): _____

Grade(s): _____

This questionnaire is designed to assess your opinion regarding the need for local boards of education to develop specific board approved policies and procedures. The focus of the policymaking is on modifications in school based special education programs (as defined under FL 94-142: The Education for All Handicapped Children Act).

Please rate each policy statement found on the following pages using the index of value listed below.

1. UNNECESSARY. No policy needed to assist school personnel when working with handicapped students.
2. LIMITED VALUE. A knowledge of the content of federal and state laws governing handicapped students' rights is beneficial occasionally but formal board policies are not needed by school personnel working with handicapped students.
3. VALUABLE. A knowledge of the content of federal and state laws governing handicapped students' rights is necessary at all times but formal board policies are not needed by school personnel working with handicapped students.
4. HIGHLY VALUABLE. A member of the school system would be impaired in the conduct of duties with regard to handicapped students if formal school board policy and procedures did not exist.
5. ESSENTIAL. It would be impossible to perform the central function of a teaching/supervisory/administrative job with regards to handicapped students if no school board policy and procedures existed.

EXAMPLE: Teachers are responsible for developing Individual Educational Programs for each handicapped student but no formal school board policies and procedures exist for them to follow in developing this document.

GO ON TO NEXT PAGE

1 - UNNECESSARY 2 - LIMITED VALUE 3 - VALUABLE 4 - HIGHLY VALUABLE 5 - ESSENTIAL

PLEASE CIRCLE ONLY ONE NUMBER FOR EACH OF THE 15 STATEMENTS LISTED BELOW.

1. A policy specifying methods for resolving disruptive behavior of handicapped students.

(Circle Only One) 1 2 3 4 5

2. A policy that specifies reductions in regular classroom size when a handicapped child is placed into a regular classroom for instruction during a specified period of time.

(Circle Only One) 1 2 3 4 5

3. A policy that specifies release time be given to special education and/or regular teachers for completing specific federal and/or state paperwork requirements such as an individual educational program (IEP).

(Circle Only One) 1 2 3 4 5

4. A policy that specifies the use of educational funds for travel allowances for home visits during normal school hours by classroom teachers to develop, revise and/or implement federal and/or state identification, evaluation, or programming requirements.

(Circle Only One) 1 2 3 4 5

5. A policy designed to increase the influence of teacher organizations in their local school boards's policy making process in the areas of regular and special concerns.

(Circle Only One) 1 2 3 4 5

6. A policy designed to deal with the effective use of Least Restrictive Environment (LRE) by school personnel.

(Circle Only One) 1 2 3 4 5

GO ON TO NEXT PAGE

1 - UNNECESSARY 2 - LIMITED VALUE 3 - VALUABLE 4 - HIGHLY VALUABLE 5 - ESSENTIAL

7. A policy that sets limits on class size for regular educators who have handicapped students placed into their classroom.

(Circle Only One) 1 2 3 4 5

8. A policy that monitors the placements of handicapped students into the regular classroom by school administrators.

(Circle Only One) 1 2 3 4 5

9. A policy that monitors the paperwork and professional staff time requirements to determine if they limit direct student-teacher contact.

(Circle Only One) 1 2 3 4 5

10. A policy designed to monitor the number of professional staff needed to provide a free appropriate public education (FAPE) to handicapped students.

(Circle Only One) 1 2 3 4 5

11. A policy designed to provide additional resources to regular and special education teachers who work with handicapped youth, i.e., teacher aids, extensive inservice training, tuition for additional graduate training, etc.

(Circle Only One) 1 2 3 4 5

12. A policy designed to reimburse teachers for time spent in working outside of the normal school day when parent conferences for handicapped students are scheduled after the end or prior to the beginning of the school day.

(Circle Only One) 1 2 3 4 5

GO ON TO NEXT PAGE

1 - UNNECESSARY 2 - LIMITED VALUE 3 - VALUABLE 4 - HIGHLY VALUABLE 5 - ESSENTIAL

13. A policy designed to monitor the training and licensure programs of teachers working with handicapped students.

(Circle Only One) 1 2 3 4 5

14. A policy designed to provide inservice training to those educators who are working with handicapped students in regular education settings as well as special education settings.

(Circle Only One) 1 2 3 4 5

15. A policy designed to provide graduate training in special education issues, curriculum, and instructional techniques for both regular and special educators.

(Circle Only One) 1 2 3 4 5

THANK YOU FOR YOUR TIME. I GREATLY APPRECIATED
YOUR HELP IN COMPLETING THIS RATING SCALE.

IF YOU WOULD LIKE A COPY OF THE FINAL RESULTS,
THEN PLEASE CHECK THE BOX BELOW AND FILL IN THE
INFORMATION ON WHERE TO SEND THE SURVEY'S RESULTS.

_____ YES. Please send me a copy of the final
results. My mailing address is:

Name: _____

Address: _____

City/State: _____

Zip Code: _____

APPENDIX K

Initial Postcard Reminder of PSE Mailing

LAST WEEK A QUESTIONNAIRE SEEKING YOUR OPINION ABOUT SCHOOL BOARD POLICY ISSUES WAS MAILED TO YOU. YOUR NAME WAS DRAWN FROM A RANDOM SELECTION OF REGULAR TEACHERS IN WEST VIRGINIA.

IF YOU HAVE ALREADY COMPLETED AND RETURNED IT TO ME PLEASE ACCEPT MY SINCERE THANKS. IF NOT, PLEASE DO SO TODAY. BECAUSE IT HAS BEEN SENT TO A SMALL, BUT REPRESENTATIVE, SAMPLE OF REGULAR CLASSROOM TEACHERS IT IS EXTREMELY IMPORTANT THAT YOURS ALSO BE INCLUDED IN THE STUDY IF THE RESULTS ARE TO ACCURATELY REPRESENT THE OPINIONS OF REGULAR EDUCATION CLASSROOM TEACHERS IN WEST VIRGINIA.

IF BY SOME CHANCE YOU DID NOT RECEIVE THE QUESTIONNAIRE, OR IT GOT MISPLACED, PLEASE CALL ME RIGHT NOW, COLLECT (203) 456-1699) AND I WILL GET ANOTHER ONE IN THE MAIL TO YOU TODAY.

SINCERELY,

GEORGE WHITE

APPENDIX L

Follow-up Postcard Reminder of PSE Mailing

2 WEEKS AGO A QUESTIONNAIRE SEEKING YOUR OPINION ABOUT DIFFERENT PERCEPTIONS OF SPECIAL EDUCATION DIRECTORS AND CLASSROOM TEACHERS ON SCHOOL BOARD POLICY ISSUES WAS MAILED TO YOU.

IF YOU HAVE ALREADY COMPLETED AND RETURNED IT TO ME PLEASE ACCEPT MY SINCERE THANKS. IF NOT, PLEASE DO SO TODAY. BECAUSE IT HAS BEEN SENT TO A SMALL, BUT REPRESENTATIVE, SAMPLE OF PROFESSIONAL EDUCATORS, IT IS EXTREMELY IMPORTANT THAT YOURS BE INCLUDED IN THE STUDY IF THE RESULTS ARE TO ACCURATELY REPRESENT THE OPINIONS OF CLASSROOM TEACHERS AND DIRECTORS OF SPECIAL EDUCATION IN WEST VIRGINIA.

IF BY SOME CHANCE YOU DID NOT RECEIVE THE QUESTIONNAIRE, OR IT GOT MISPLACED, PLEASE CALL ME RIGHT NOW, COLLECT (203) 456-1699) AND I WILL GET ANOTHER ONE IN THE MAIL TO YOU TODAY.

SINCERELY,

GEORGE WHITE

APPENDIX M

**Samples of "Pre" and "Post" Act Special Education
Related Contract Language by Qualitative Content
Cluster**

Samples of "Pre" and "Post" Act
Special Education Related Contract Language
By Qualitative Content Clusters

1. Rules and Regulations.

A. "Pre" Act:

A representative from each of the categories of special education will serve on a teacher advisory committee subject to minority representation. These representatives are selected by the members from each special education category. These representatives shall serve in an advisory capacity to the Special Education Department. The members of the advisory committee may place items on the agenda.

When new teaching skills are required within existing special education programs, the District shall provide and/or facilitate training at no cost to the employee. If new skills are required for new special education programs, the District shall provide for or facilitate such training.

The District shall identify and group handicapped students in accordance with their educational needs and shall use such handicap groupings in making classroom assignments in accordance with Federal and State laws and Washington Administrative Code guidelines.

Special education teachers may administer some routine physical assistance to special education students in special situations as approved by the Director of Health Services.

No Special Education teacher shall be required to teach a program for which he or she does not have appropriate training and/or experience as determined by the District. (Contract # 20a, p. 56)

Speech therapists and physical therapists with no previous teaching experience will be granted work experience credit as follows:

- (a) year for year not to exceed ten (10) years if experience has been with children.
- (b) one (1) year for two (2) years not to exceed ten (10) years if experience has been with adults. (Contract # 51a, p. 33)

Pupil Services

Personnel (including pupil personnel workers, school psychologists, social workers, community coordinators) Not less than one for every 2,000 students

Speech and/or Hearing Therapists (Contract # 52a, p. 23) Not less than one for every 2,000 students

In special programs where pupils have a daily schedule of less than six and one-half (6 1/2) hours in duration, teachers may be required to work seven (7) hours per day. Exceptions may be authorized by the principal in cases of emergencies. (Contract # 1a, p. 27)

The number of speech and hearing therapists shall be assigned to meet state standards.

Speech and hearing therapists shall be provided separate facilities within the school where available.

Wednesday afternoon shall be designated as coordination time for all therapists. Coordination time may be used to schedule joint staff or in-service meetings. Travel between assigned buildings is permitted; however in such cases the central office responsible for speech and hearing therapy services shall be notified.

The maximum assignment for any therapist shall be four (4) schools for a full-time therapist and two (2) schools for a part-time therapist.

When intensive therapy is utilized, the caseload shall be modified accordingly. When physically, emotionally or mentally handicapped students are scheduled into therapy, the present system of weighting a caseload shall be utilized with a corresponding reduction in the total number of students assigned to a therapist.

Each therapist shall have the option of working on an intensive block schedule or on a traditional schedule.

Total populations of students assigned to each therapist shall be reasonably equitable. When inequitable populations exist, guidelines for reassignment of therapists shall be cooperatively established between the building committee, the department chairman, the department director and the Executive Director of Pupil Personnel Services. (Contract # 53, p. 90)

B. "Post" Act:

Travel time of teachers of the homebound shall be considered as part of such teacher's teaching day, except that travel from and to the teacher's home shall not be so considered. (Contract # 18, p. 18)

Educational evaluators shall have a continuous workday of six hours and forty minutes exclusive of lunch, which shall be not less than thirty minutes per day and no longer than the lunch period at the school or facility in which they are serving. Such workday shall be scheduled to start no earlier than 8:00 AM and to end no later than 4:00 PM. The preference of the employee shall be taken into account in the scheduling.

Incumbent education evaluators serving in such positions on or before April 4, 1983 will receive additional payment equal to one half hour per day at the applicable per session rate so long as they continue to serve as educational evaluators.

Effective February 1, 1983 educational evaluators shall be selected for and retrenched from per session positions on the basis of agreed criteria which shall include preference for appointees vis a vis substitutes, seniority rights, and sharing of per session opportunities among volunteers over the course of a year. During the summer of 1983 the criteria used during the summer of 1982 shall apply to available per session positions.

The provisions of Article 15C2 (Retention) and 6 (Reduction in Per Session Positions) of this Agreement shall not apply for the period of this experiment. The expedited grievance procedure provided in Article 22B2a(3) of this Agreement shall apply to grievances arising under this Article 7A7c. This Article 7A7c will expire February 1, 1984 unless continued by mutual agreement of the parties. (Contract # 44, p. 26)

A request for assignment from Special Education shall not be submitted in the case of any teacher until three (3) full years of service have been completed. This provision shall not apply to all persons hired before July 1, 1985.

When it becomes necessary to transfer special education teachers because of decreasing enrollment including reassignment of units from one (1) building to another, the following shall apply:

Members whose unit is reassigned intact shall have the option of transferring with the unit.

In the event the member elects not to transfer with his/her unit, volunteers from the affected area of certification shall be the first transferred. The most senior volunteer shall be transferred first.

If there are no volunteers, the least senior member in an area for which the affected member holds a certificate shall be transferred. (Contract # 12, p. 10)

Region coordinators, special education, or principals, special education schools, shall initiate/complete a "Request to Open, Close or Relocate Special Education Special Day or Resource Specialist Classes" form (Form No. SE-18, Revised 11/81). Quantities of the form are provided to the administrative area offices and special schools for that purpose.

Area Coordinator, Counseling and Psychological Services, shall inform Area Coordinators, Special Education, when there is an identified need for additional classes. (Contract # 8, p. 152)

All teachers in Title I elementary schools will have five preparation periods per week, and all teachers in non-Title I elementary school programs will have two such periods per week.

Homeroom special education teachers in Title I junior high schools, or in Title I intermediate schools, will have eight preparation periods per week, and homeroom special education teachers in non-Title I junior high schools, or in non-Title I intermediate schools will have five such periods per week.

Non-homeroom special education teachers serving in Chapter 1 intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 25 periods per week.

Non-homeroom special education teachers serving in non-Chapter 1 intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 26 periods per week.

Where special education teachers work in a high school, they will have five preparation periods per week.

Special education teachers serving in schools together with non-special education teachers will have daily, a duty free lunch period of 50 minutes in elementary schools or equal in length to the period of time provided for all other teachers in the school in intermediate, junior high and high schools. Such lunch periods shall be scheduled to begin no earlier than 11 a.m. and end no later than 1:30 p.m.

Where special education teachers work in a school together with non-special education teachers, and where they teach pupils of junior high school or high school level, the special education teacher's programs shall include five administrative periods per week.

The provisions of Article 7A2b(4) shall apply to special education homeroom teachers in intermediate and junior high schools.

In elementary schools within the six-hour and 20 minute work day, all time in the special education teachers' programs not programmed for teaching periods, preparation periods, duty assignments, and duty-free periods shall be devoted to appropriate professional activities to be assigned by the principal. (Contract # 44, pp. 22-23)

2. Mainstreaming.

A. "Pre" Act:

Whenever it is recommended by the building support team and approved by the area superintendent and/or the director of special education, an adjustment in the class size or whatever other measures may be necessary will be provided to preserve the dignity of the handicapped student in compliance with state and federal law. (Contract # 46, p. 64)

A student assigned to a Special Class for Physically Handicapped, Educationally Handicapped, or Special Class for Mentally Retarded Minors but who is integrated into a regular class for at least one third of the school day shall be counted as two students in that regular class for purposes of equalizing teacher load. (Contract # 27a, p. 25)

The regular classroom teacher to whose class a student is assigned under the mainstreaming program shall be informed and consulted when that student is so assigned.

The regular classroom teacher and the special education teacher immediately involved with a student who has been assigned under the mainstreaming program shall be permitted to participate in any case conference relative to the educational placement of that student (Contract # 54a, p. 27)

B. "Post" Act:

A student assigned to a Special Day Class but who is integrated into a regular class for at least one third of the school day shall be counted as two (2) students in that regular class for purposes of equalizing unit member load. (Contract # 27, p. 21)

The parties agree that it is their mutual goal that the placement of special education students in regular classrooms (mainstreaming) be spread as evenly as possible among as broad a range of classes as possible, consistent with the students' instructional needs, and not be clustered in just a few classes in any building. As a goal, the Board will attempt to place no more than eight (8) students in any one classroom.

The issue of placement of special education students in regular classrooms will be reviewed by the Joint Educational Needs Committee set forth in Appendix T. Special attention will be paid to studying what restricts special education students access to certain classes and what can be done to change this where possible. (Contract # 46, p. 27)

Any individual special education student including all handicapped conditions referenced in Levels A & B, may be mainstreamed in K-12 provided that reasonable chance exists for that student to succeed per standards designed for the particular grade level and/or course and subject matter for regular pupils. (See Section H for the procedure.)

If an individual student's placement in the regular class is considered to be inappropriate, the regular teacher or the special education teacher will notify the principal who will consult with the regular and special education teacher to arrive at a mutual decision regarding removal or appropriate placement. If a mutual decision regarding placement cannot be reached, the Federation may invoke the appeal process in Section H.

Any regular teacher may remove an individually mainstreamed handicapped student from his or her class as described at this level (Level B. Students in classes for Multihandicapped, Non-Oral Hearing Handicapped, DH Transitional, Severe Behavioral Handicapped, Visually Handicapped and Orthopedically Handicapped) to protect health or safety of any student, subject to the appeal of the principal to the appeal procedures in H below.

H. Any special education student may be mainstreamed (i.e., for less than a full day) into a regular classroom for one or more subjects provided that a reasonable chance exists for the handicapped pupil to succeed per standards designed for the particular grade level course and/or subject matter for regular pupils. If necessary, supplementary materials and equipment to accommodate physical needs (i.e. braille items, auditory amplifiers, orthopedic furniture) shall be provided at the time of initial placement.

The special education teacher will document reasonable clause for entry of the handicapped child into the regular classroom through completion of the "Mainstreaming Entry" form. Provision for regular classroom assessment/observation must be included in the IEP. This form will be given to the principal who will consult with the regular and special education teacher to arrange for two (2) week assessment/observation period with the regular teacher. At the end of the two week period the regular teacher will recommend whether entry into the regular class should take place. The parent will be notified of the assessment results. If a mutual decision among the principal, the regular and special education teachers cannot be reached about placement, appeal may be made through the Federation to the Executive Director of Instructional Support Programs or his/her designee. The Federation may appeal the decision of the Executive Director of Instructional Support Programs to a standing three-member appeal panel which shall be composed of a Board appointee, a Federation appointee, and including a mutually agreed upon neutral third party, if necessary.

This panel, including the third party when necessary, shall render a final decision three (3) school days from the time of the appeal.

If the final decision involves a change in placement, an IEP review team will be convened. The Board will advocate the panel's final decision through due process procedures.

If at any time during the school year a student's current placement is considered to be inappropriate, the teacher who considers the placement inappropriate will notify the principal who will consult both the regular and special education teacher. If a mutual decision regarding the placement cannot be reached, the Federation may invoke the appeal process in this section.

Those mainstreamed handicapped students who, because of the handicap, cannot meet the achievement standards designed for a particular grade level or course may be removed according to the procedures in section H. (Contract # 32a, pp. 129 - 132)

3. Teacher Materials.

A. "Pre" Act:

In each school to which a psychologist or social worker is assigned, such supplies and materials as are usually utilized for the work of the respective psychologist or social worker shall be ordered by the school as part of the school's regular process of purchase of materials and supplies and shall be subject to the same limitations and requirements as apply to all other staff in the school. Such supplies and materials shall be placed at the disposal of the respective psychologist or social worker whenever needed. (Contract # 19, p. 40)

The Board agrees that materials necessary for diagnostic work by Learning Disabilities Teacher Consultants shall be budgeted for and made available by the Department of Special Services upon approval by the appropriate assistant executive superintendent. (Contract # 19, p. 40)

B. "Post" Act:

The District agrees to provide unit members in Special Education programs the equipment and supplies required by law, and the unit members agree to use the equipment and supplies provided. (Contract # 56a, p. 38)

The principal or the principal's designee shall advise special education teachers, within 20 school days after the budget is received in the school, of the total amount of funds available under Fund 210 and Fund 300 special education activity numbers, and the current object, as contained in the annual school budget, for the purchases of supplies and materials. All special education teachers shall have access to and shall review the current Educational Catalog of Commodities.

On or before a specific date to be established by the principal at each school, each special education teacher shall submit, in writing, to the principal or the principal's designee a suggested list of supplies for his or her pupils from the current Educational Catalog of Commodities. It is understood that supply allocations are limited to the funds available. (Contract # 13a, p. 62)

Fifty dollars (\$50.00) in the school year 1980-81 and seventy five dollars (\$75.00) in the school years 1981-82 and 1982-83 will be allocated in the budget (a) for speech therapists to purchase materials at the beginning of the school year, and to be reimbursed therefor; and (b) for program specialists-speech to order materials for special needs students and be reimbursed therefor.

Such purchases shall be from a material list approved by the special services department and shall be separate from the regular school ordering list. (Contract # 45, p. 49)

H. Special Groups

1. Teachers of the Physically Handicapped

Teaching materials and supplies shall be made available to teachers of the physically handicapped at a central stockroom designated by the Director of the Teachers of the Physically Handicapped. (Contract # 45, p.36)

Special education teachers shall have access to all teaching materials which are regularly available to building staff.

The Board agrees to attempt to abide by all mandatory rules of the State Department of Education relating to the operation of special education programs (Contract # 46, p. 26)

4. Individual Education Programs - IEPs.

A. "Pre" Act:

Special education teachers will write and maintain an Individual Education Program (IEP) for each of their students. Long-term annual goals will be provided special education teachers by supervisory personnel. A "sample bank" of short-term objectives for use by teachers will be developed by a joint committee of Board and Federation appointees.

The Individual Education Program, including annual goals, shall be initially developed for students not presently enrolled in special education classes by the placement team within thirty (30) days after the identification of the handicapped child, except the short term instructional goals which shall be developed by the special education teacher primarily responsible for the implementation of the goals.

Special education classroom teachers and support personnel shall be granted time without students in attendance to write individual education programs for each of their students. Such time will be given each special education classroom teacher in an amount equal to one-half (1/2) hour for each pupil assigned to the teacher. Special education support personnel (physical, occupational, speech therapists, and mobility instructors) will be given time, without students in attendance, in an amount equal to one (1) work day per fifteen (15) pupils assigned to the special education support teacher.

Individual education programs will be available to supervisory personnel upon request. Appropriate notification procedures shall be developed so that any parent's request for a copy of the child's IEP will be forwarded in writing to the child's special education teacher at least five (5) school days in advance of the date for releasing information.

The requirements contained in this section shall apply only while mandated by federal and/or state laws and regulations. (Contract # 52, pp. 90 - 91)

Preparation of Individual Education Programs (IEPs) for all exceptionalities, including those served at Conroy Education Center and Pioneer School, shall be handled as follows:

The Board shall provide each special education teacher, including teachers of the gifted, with a minimum of six (6) hours of workshop training annually. These six (6) workshop hours are to provide special education teachers time for Individualized Education Program (IEP) development. In addition, each special education teacher, but not including teachers of the gifted, shall be allotted two (2) days annually for which a substitute teacher will be provided. (In the case of itinerant special education teachers, while these two days will be allotted, substitution services will not be provided.)

These two (2) allotted workdays are to provide time for special education teachers of handicapped pupils to develop Individualized Education Programs (IEPs) for their pupils and to participate in IEP parent conferences. [A special education teacher(s) who has a small number of students making up his or her list may not require all six (6) workshop hours for IEP development and/or may not require both of the two (2) days for which substitute relief is provided. Any substitute relief days that are not provided to such a teacher(s) shall be available to provide an extra day(s) of substitute relief to a special education teacher(s) who may require an additional day(s) beyond the required two (2) days per teacher that are provided under this Section in order to complete the development of IEPs for his or her pupils and to participate in additional IEP parent conferences. Approval for any such additional day(s) of substitute relief beyond the required two (2) days shall be necessary from the Director of the Division of Exceptional Children.]

The provisions of this Section are subject each school year to the continued availability of funding through the Commonwealth of Pennsylvania.

Parent conferences for IEP purposes shall not be held during the involved special education teacher's preparation period, except in an extraordinary circumstance.

IEP parent conferences shall normally be held during the school day, utilizing the substitution provisions of Article 51 and the loss of preparation period provisions of Article 97. These loss of preparation period provisions do not apply to a preparation period of a special education teacher, should such a preparation period be interrupted or lost (under the extraordinary circumstances referred to in Section 2 of this Article) due to participation by that special education teacher in an IEP parent conference.

Parent conferences shall not be held after school hours, except in extraordinary circumstances. In such instances, teachers shall be compensated for after-school-hours parent conferences at the evening school hourly rate. (Contract # 48, pp.51-52.

B. "Post" Act:

Meetings for the preparation or review of any IEP, or revision of IEP, shall be held at a time mutually agreed upon by the required IEP team members. Efforts will be made to schedule such meetings during the regular work day of unit members. (Contract # 27, p. 63)

Using the resources available in the school the Board shall provide planning time for teachers to complete the Individualized Educational Plan (IEP) forms. (Contract # 18, p. 14)

Certificated non-supervisory employees who serve handicapped students and prepare IEPs shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. In addition, certificated non-supervisory employees who serve in secondary school and special programs, which do not have release time for parent conferences are entitled to up to five (5) additional hours, paid at the appropriate in-service rate, for the purpose of preparing IEPs. This workshop shall be conducted prior to 11/01 and shall be coordinated by the Special Education Department with an agenda that provides in-service opportunity tied to the development of IEPs. (Contract # 20, p. 26)

5. Union/Management Committees.

A. "Pre" Act:

On request of either party, the Joint Administration/Union Committee shall meet during the school year to consult on departmental policies concerning the professional interests of the Special Education Teachers which involve conditions of employment.

State and/or Federal funds shall be used to make special education classes an integral part of the ***** summer school program.

A Joint Administration/Union Committee shall formulate plans for the utilization of two special education rooms of the same category in a selected number of schools to be designated by the Superintendent on a trial basis. This committee shall evaluate the educational benefit of such organization and shall submit a report of such evaluation to the Superintendent. (Contract # 40, p. 53)

The joint SPECIAL EDUCATION COMMITTEE consisting of three (3) representatives of the Board and three (3) members of the Association shall continue to evaluate the existing special education program and to make recommendations for implementation of further special education programs to the Board. (Contract # 57a, p. 42)

A study group composed of representatives of the Committee and the Union shall review and evaluate the Special Class recommendations of the Union. This Committee shall meet at least twice each month starting September 1, 1977 and will report results of their work to the Union and the negotiating body not later than November 20, 1977. (Contract # 45a, p. 39)

B. "Post" Act:

A joint Mainstreaming Impact Committee shall be established to identify problems and make recommendations regarding mainstreaming. The committee shall consist of ten (10) persons. Five (5) persons will be appointed by the Association, one of whom may be a parent. Five (5) persons will be appointed by the Superintendent, one of whom will be a parent selected by the Parent Leadership Coalition. The Committee shall make its recommendations to the Association and the Superintendent no later than June 1st of each school year. (Contract # 32, p. 19)

A Union designated committee of special education teachers will meet with the assistant superintendent for citywide programs and the assistant superintendent for regional programs, or their designees, who may not be teachers covered by this agreement, once a month during the school year after school hours to consult on matters involving the professional interests of the teachers. Meetings for teachers of the "400" schools will be with the person designated to supervise such schools. (Contract # 44, p. 102)

A special Teacher-Board Committee, composed of six (6) members selected by the Union and six (6) members selected by the Board, shall be convened immediately to advise the Assistant Superintendent for the Division of Exceptional Children on the following areas:

1. Curriculum in the Secondary Schools.
2. Department Head responsibilities at the secondary level including teaching responsibilities
3. Supervision of Special Education Teachers.
4. The need for a support system for teachers in the Elementary Schools
5. Appropriate assignment and use of Aides.
6. The size of classes in relation to the grouping of children being served.

The Committee recommendations shall be completed by the end of the 1984-85 school year to allow for the implementation of any Board approved recommendations. (Contract # 43a, p. 38)

6. Miscellaneous.

A. "Pre" Act:

No contract clauses identified.

B. "Post" Act:

Special Education Facilities: When locating and utilizing classrooms and facilities the District shall make a reasonable effort to avoid segregation of handicapped and special education students from regular program students. (Contract # 8, p. 40)

Administrators shall chair at least one-third (1/3) of all special education case conferences. (Contract # 54, p. 30)

Priority shall be given to the Special Education Department by the Data Center for updating SSIS information. (Contract # 43a, p. 39)

Those DEC Department Heads at the I, II, and III levels in Secondary High Schools, who have diagnostic and prescriptive responsibilities and who also chair the screening committee, will be relieved of teaching duties. (Contract # 43a, p. 39)

7. Discipline.

A. "Pre" Act:

A pupil suspected of emotional or social disabilities may be referred by the member to the Child Study Department for further study as provided by the Board of Education policy and the student's due process rights under the law; and if found to be emotionally disturbed socially maladjusted, the pupil shall not be returned to a regular classroom except on the recommendation of the Director of Child Study. This recommendation shall specify the educational and psychological basis for the recommendation. It shall also contain guidelines for the pupil's instruction and containment within the classroom. (Contract # 12a, p. 25.)

Corporal punishment should never be administered to a student known by school personnel to be under psychological or medical treatment unless there has been a pre-conference with the school psychologist or that student's physician (Contract # 6a, p. 11)

When a pupil's actions are chronically disruptive, the Board shall make some other placement of the pupil within the limits of the laws governing school attendance. (Contract # 26a, p. 28)

Emotionally disturbed pupils who present severe disciplinary problems impede the educational progress of the entire class. Teachers faced with such pupils in their classes shall be given early additional support to help them treat with resulting problems by making available to them the counseling, psychological, and psychiatric services of the school system and by giving serious consideration to the removal of such pupils from the class, not for the purpose of punishing the pupils involved but rather to find the causes of such behavior and to attain remedies there-for.

Mentally, emotionally and educationally handicapped children shall at the earliest possible opportunity be placed in classes that are best prepared to meet their needs. This shall be done following careful study made promptly upon indication of need therefor of the characteristics, development and unique problems of the child requiring special attention. The combined judgement of the principal and teacher or teachers involved shall be added to the diagnosis and prescriptive information provided by the school psychologist in order to help the principal to determine the best possible placement for the child.

Where possible, children shall be placed in an appropriate setting within (30) days of the receipt of a psychological evaluation. (Contract # 42a, p. 30)

B. "Post" Act:

School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews and conferences, which, when warranted, shall be extended to include the child's parents. Suspension or alternate school placement may be imposed for serious or persistent infractions of normal good behavior. (Contract # 50, p. 18)

Whenever it appears that a particular pupil requires the attention of special employees, the Board shall take reasonable steps to assist the employee with respect to such pupils. The Board recognizes that the employee shall not be expected to assume the ongoing responsibility for psychotherapy. (Contract # 50, p. 18)

A. Authority and responsibility of Unit I members

Unit I members shall have the authority and shall exercise the responsibility for the control of pupils throughout the school while on regular duty and also during assigned supervision of school-sponsored activities in out-of-school hours. They shall take reasonable action to deter acts of vandalism, willful waste of materials and utilities and physical abuse of persons. The Board agrees that the member will have support from his/her principal or appropriate administrator in the reasonable disciplining of a student.

B. Referral of severe cases

TAAAC agrees that the motivation of students toward worthwhile learning activities helps significantly in preventing disciplinary problems. The teacher, therefore, shall exercise his/her professional competence toward such motivation and thereby assume his/her responsibility toward the establishment of effective discipline for the student and an atmosphere conducive to learning and disciplinary control in the classroom.

A student who refused to obey a reasonable request of a teacher may be excluded from class and shall be retained in the office for the remainder of the instructional period. A serious disciplinary infraction or disruption by a student whom the teacher can no longer control shall be referred to the principal or to another staff member designated by the principal to deal with such a case. Both the teacher and the school administrator shall be involved in the final resolution of such problems.

A pupil whose needs cannot be met by the school shall be referred immediately to the Department of Pupil Personnel for prompt action.

The principal, with the advice of the Faculty Council, shall review periodically the handling of discipline in the school to assure that this policy is being effectively implemented by teachers and administrators. (Contract # 15, pp. 28-29)

8. Inservice Training.

A. "Pre" Act:

Regular teachers of the subject, including special education teachers shall be given priority in the selection of personnel for such workshops, and meetings. Relief and resource teacher may also apply. (Contract # 40, p. 55)

Upon recommendation of the Superintendent, teachers wishing to take accredited courses in order to qualify for teaching exceptional education classes may have their tuition and books paid for, after completion of the course, by the Board, within budgeted limits, subject to the following limitation.

The accredited courses must be taken on the teacher's own time.

The teacher may be given such tuition and reimbursement for courses not exceeding twelve (12) credits.

The teacher must earn acceptable grades in the courses taken.

Any credits earned under this program will be counted in establishing salary steps. (Contract # 22, p. 74)

B. "Post" Act:

Teachers shall not be required to attend more than a total of three in-service training sessions and workshops per semester which are held outside of regular school hours and are conducted in compliance with the Federal court mandate.

The Board, upon recommendation of the Superintendent, will authorize additional inservice training workshops and meetings to be conducted prior to and subsequent to the implementation of new approaches to the teaching of any subject.

Regular teachers of the subject, including Special Education teachers, shall be given priority in the selection of personnel for such workshops and meetings. Relief and resource teachers may also apply. (Contract # 40a, p. 48)

Hourly rated registered nurses, psychologists, occupational and physical therapists shall be provided one paid day per year to attend workshops relating to their work specialties.

Fully certified classroom teachers with a bachelor degree and school social workers and psychologists shall be reimbursed by the Board the amount of tuition paid by the employee for courses taken under the following conditions:

The course must have been taken by the employee while employed by the Board.

The course must have been necessary to qualify the employee for a special assignment for which the Board will receive reimbursement from Federal or State funds, e.g., Vocational Education, Special Education, Remedial Reading, Social Work, etc. The Office of Personnel must have approved the taking of such courses. (Contract # 40a, pp. 49 - 50)

The Division of Special Education shall be requested to develop an in-service program to train Industrial and Vocational Education teachers in teaching exceptional children.

A series of Special Education in-service Workshops shall be provided by the Board for the following classifications of employees:

Non-Special Education teachers.

Administrators

Special Education teachers and those teachers providing related services.

The topics of said Workshops shall be based on the results of a revised assessment form that was distributed in the Fall 1982. (Contract # 43a, p. 39)

9. Mileage.

A. "Pre" Act:

Special Education teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day, will be reimbursed at the rate of fifteen cents (15¢) per mile for all driving done by them as a part of their duties. Mileage will be calculated and paid for travel between schools, but shall not be paid for travel between the home or point of origin and the school. (Contract # 9a, p. 56)

Teachers covered by this agreement who are authorized to use private automobiles for school business shall be reimbursed.

All traveling teachers shall be supplied with parking permits.

School Adjustment Counselors shall be compensated at the rate of \$.10 per mile (not to exceed 500 miles in each calendar month) for miles traveled in connection with their duties.

Placement and follow-up personnel in Cooperative Courses shall be considered 'Traveling Teachers' for the purpose of this section. (Contract # 28a, p. 17)

B. "Post" Act:

All personnel covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed for miles traveled in connection with their duties as follows:

School psychologists.

A yearly payment of \$ 375 effective September 1, 1980 and \$ 500 effective September 1, 1981 will be paid for all mileage within the City. Payment will be made in June of each year. Psychologists who may work part of a year will be reimbursed on a basis of 1/180 for each day worked.

Out-of-city travel will be reimbursed at the applicable cents per mile specified in (b), plus any tolls, upon submission of a voucher and substantiating mileage log in June of each year.

All others at the rate of \$.15 per mile effective September 1, 1980 and at the rate of \$.20 per mile as of September, 1981. School adjustment counselors shall not be reimbursed for miles in excess of 500 in each calendar month.

All traveling teachers shall be supplied with parking permits and will have equitable access to departmental supplies and interdepartmental supply lists.

Placement and follow-up personnel in Cooperative Courses shall be considered "Traveling Teachers: for purposes of this Section. (Contract # 28, p. 20)

Special teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day, will be reimbursed at the rate of twenty and a half cents (20½) per mile for all driving done by them as part of their duties. Mileage will be calculated and paid for travel between schools, but shall not be paid for travel between the home or point of origin and the school. (Contract # 9, p. 60)

10. Class size.

A. "Pre" Act:

Consideration will be given to the weighting factors for handicapped students in establishing class size. (Contract # 23a, p. 12)

Special Education Norms: Special Education and class size limitations are to meet State requirements. (Contract # 8a, p. 96)

The following shall not be utilized in determining average class size:

- 5.1 Special Education teachers and their students
 - 5.2 Elementary Music Teachers
 - 5.3 Psychologists
 - 5.4 Speech and Language Specialists
 - 5.5 Counselors (unless teaching)
 - 5.6 Nurses
 - 5.7 Miller Unruh Teachers
 - 5.8 Elementary Language Arts Teachers
 - 5.9 Library and Media Specialists
- (Contract # 11, p. 22)

The District acknowledges the special needs of those handicapped students that are integrated into the regular school program. Acknowledging these needs, the district will provide resource materials and consultative services to the classroom teacher(s) involved and direct service according to the individual needs of the students and in accordance with the state special education regulations. Every effort will be made to assign no more than one such handicapped student to any one regular classroom. Whenever it is recommended by the building student support team an adjustment in the class size will be considered by the area superintendent.

Whenever a student is assigned to a regular program during a school year from a special school or special station, a thorough sharing of information shall be provided by staff of the student's sending school in order for the teacher(s) involved to have full information. Such information should include the severity of the disability, previous educational experiences in special classes, family and medical data, etc. (Contract # 46, p. 49)

"Post" Act:

The District will make a reasonable effort, within the financial constraints of the District, to reduce class size maximums in those classes into which special education students are integrated, in remedial classes, and in high school composition classes. (Contract # 24a, p. 36)

Class size in Special Education classes will be at levels consistent with the State Education Department Commissioner's Regulations. (Contract # 32, p. 42)

Special education classes will be limited as specified in state law. (Contract # 27, p. 21)

Special Day Classes shall average ten (10) students. A Special Day Class teacher shall be assigned a maximum of fifteen (15) students. One (1) additional student may be assigned provided that class size is reduced to the maximum within twenty (20) school days.

No Special Day Class teacher shall be assigned any student whose handicaps require instructional services, as determined by the IEP team, other than those for which the unit member is credentialed and qualified through training or experience to provide.

Resource Specialists shall have an average case load of twenty-four (24), and a maximum case load of twenty-eight (28).

Speech Therapists shall have a case load maximum of fifty-five (55).

Adapted P.E. shall have a maximum class size of eighteen (18) in elementary and twenty (20) in intermediate and high school.

Individual and Small Group Instruction teachers shall have a maximum case load of fifty-five (55) and maximum class size of fifteen (15). (Contract # 27, pp. 61-62)

11. Extended School Year.

A. "Pre" Act:

No contract clauses identified

B. "Post" Act:

Effective July 1, 1985, unit members employed full time in Extended Year Summer Program for Special Education shall be paid a salary based upon an hourly rate of fourteen dollars (\$14.00).

Anticipated extended year summer school vacancies shall be posted at each school no later than April 1.

Tentative extended year summer school assignment shall be made no later than May 15.

Notification of assignment to extended year summer school shall be in writing and shall include the tentative location of the assignment.

No unit member shall be required to teach extended year summer school. However, once a unit member agrees to teach extended year, the District shall not cancel that employment unless actual student participation is insufficient to maintain a class size average of eleven (11) based on a student census taken no later than the fifth instructional day.

No employment shall be cancelled after the fifth instructional day. If a unit member's employment is cancelled during the first five (5) paid work days, or the first six (6) work days where the first five (5) instructional days are preceded by a work day, the unit member shall be paid for each day worked plus one (1) additional day. (Contract # 27, p. 64)

For teachers participating in an extended year employment (EYE) activity of less than six (6) weeks, compensation shall be prorated on the salary effective July 1 in equal proportions, e.g., four (4) weeks equal four-sixths ($4/6$) times seventeen (17) percent.

The Board may assign a teacher on EYE to a different work site for part or all of the EYE period to meet the educational needs of the school system. (Contract # 1, p. 74)

12. Learning Disabilities Tutors & Aides.

A. "Pre" Act:

The ADMINISTRATION will work with the Tutors for Learning Disabled Students to provide a quiet, uninterrupted place to work with students.

Tutors will normally instruct each assigned student for one-half (1/2) hour per day. However, if a Tutor carries a caseload of less than five (5) hours per day, an assigned learning disabled student may be instructed for no more than one (1) hour per day providing the need for such additional time is established, student time is available and the extended instruction is approved by the designated ADMINISTRATOR.

In order to establish equity with the other professional staff members in relation to time, responsibility and duties, the following pay practices will be followed for tutors:

If a student(s) is absent from a scheduled instructional session for any reason other than disenrollment or expulsion:

A tutor with two (2) to five (5) students assigned will be paid for one-half (1/2) hour planning time; provided the minimum assigned time is two (2) hours per day.

A tutor with six (6) to ten (10) students assigned will be paid for one (1) hour planning time; provided the minimum assigned time is three (3) hours or more per day.

The tutor shall report student contact time on appropriate forms provided by the ADMINISTRATION.

Tutors will be paid for required in-service programs at the rate authorized for other professional staff members for specific programs. Attendance at a before school year orientation session and a closing school session will be expected of all tutors as part of their acceptance of the tutoring responsibilities without additional compensation.

Tutors will be paid for scheduled holidays and recess periods as recognized by the school calendar with the beginning of the third week of assigned instruction at the rate determined by the average daily hours assigned for the preceding two-week pay period prior to the holiday.

Tutors will be paid for the Personal Leave Day negotiated for other professional staff members at the rate determined by the average daily hours assigned for a two-week pay period prior to the Personal Leave Day. (Contract # 36, p. 70)

B. "Post" Act:

Tutors will be paid an additional two (2) hours per pupil per semester for I.E.P. writing and additional testing if necessary up to a maximum of ten (10) hours per semester per tutor. **EXAMPLE:** If a tutor has only three (3) students, the maximum would be an additional six (6) hours per semester.

If a L.D. tutor is not notified by the close of the previous school day of the cancellation of a scheduled work hour, such L.D. tutor who reports to his/her assignment will receive his/her normal compensation for a cancelled assignment. (Contract # 36a, p. 61)

S.L.D. Tutors who are appointed as contract teachers or long-term substitute teachers shall receive one year of service credit on Salary Schedule C for every two years of public service credit as an S.L.D. Tutor in the Cincinnati Public Schools. 420 hours of tutoring or more during a school year shall be treated as one year of tutoring service. S.L.D. Tutors must have at least three years experience as a contract teacher and meet the other requirements before being eligible for continuing contract.

S.L.D. Tutors shall receive the following experience increments in addition to the hourly rate for tutoring specified on Salary Schedule G:

After 3 yrs. of tutoring experience - \$ 1.00/hr.
additional

After 5 yrs. of tutoring experience - \$ 1.00/hr.
additional

After 7 yrs. of tutoring experience - \$ 1.00/hr.
additional

The Board shall pay the full cost of single or family health (including dental and prescription) coverage for any S.L.D. Tutor appointed for less than 5 or more hours per day, less the employee contribution. Only S.L.D. Tutors appointed for 5 or more hours per day shall receive term life insurance coverage as provided in SFB 500(B). For the purpose of determining employee contributions provided for in SFB 500(B), S.L.D. Tutors' hourly wages shall be annualized.

S.L.D. Tutors who are initially assigned 5 or more hours shall not be required to pay one-half the cost of health insurance if their hours are subsequently reduced during the school year. For any S.L.D. Tutor who is initially assigned less than 5 hours and whose hours are increased to 5 or more hours per day, the Board shall begin paying the full cost of health coverage, less the employee contribution, effective the first of the next month following the increase in hours.

S.L.D. Tutors shall receive holiday pay and personal leave on a pro rata basis. Usage of personal leave and sick leave shall be according to the provisions of this contract.

Provisions of this contract other than wages, fringe benefits, and the provisions above shall not apply to S.L.D. Tutors. (Contract # 26, p. 55)

Each Resource Specialist with a caseload as defined in Section 105.b, Class Size and Case Load for Special Education, at more than one (1) site shall be allocated aide services at each site served, not necessarily on a full-time basis.

Each Special Education teacher utilizing the services of one (1) or more aide(s) shall, at his/her request, insofar as is practical, participate in an advisory capacity with the appropriate administrator in the selection of the aide(s) to serve in said unit member's class.

Special Education teachers shall be responsible for providing leadership and direction to aides assigned to them in matters relating to the classroom, insofar as such direction is not in conflict with that of the Principal or Program Administrator.

Each unit member utilizing the service of an aide may submit annually a written assessment of aide services in his/her classroom and make recommendations for appropriate training and/or inservice to the supervising administrator. Incorporation of such assessment into the formal evaluation of the aide shall be at the discretion of the supervising administrator. (Contract # 27, p. 63)

13. Parent Conferences.

A. "Pre" Act:

Special education teachers may, with the approval of their principal, utilize one full day or two half-days designated for parent-teacher conferences to make home visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and Region Superintendent. (Contract # 40, p. 22)

B. "Post" Act:

Two half days per semester shall be designated for parent-teacher conferences. These conferences shall be held on school time and all regular classes shall be dismissed, or one or both of the conferences may be held at another equivalent time, with classes dismissed one half day per conference at a time mutually agreed upon by the principal and the school Union Committee. Teacher attendance is required up to six P.M. at any conferences scheduled outside regular school hours. The dates, times and procedures for such conferences shall be established jointly by the principal and School Union Committee in consultation with representatives of the official parent group of that school. In the event a mutually agreeable plan cannot be established an appeal may be made to the Area Superintendent. In addition to the scheduled conference day or half-days referred to above, teachers shall confer with parents at other times mutually convenient to the teacher and the parent.

Special education teachers may, with the approval of the principal, utilize the one full day or two-half days designated for parent-teacher conferences to make home visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and the Area Superintendent. (Contract # 40a, p. 19)

The District will provide time during the contractual day for the purpose of scheduled parent conferences as required by I.E.P.s (Individual Educational Plans). Such times will be provided to the primary special education teacher and to the related services provider as indicated on the Phase I IEP's. If a parent conference is scheduled during the instructional time provided by the teacher, the conference may be held with approval of the appropriate school administrator. (Contract # 32, p. 30)

14. Referral Process.

A. "Pre" Act:

Any teacher shall be able to initiate established referral procedure for any student thought to be eligible for one of the exceptional Child education programs. Every reasonable effort will be made to expedite testing, evaluation and placement of students in appropriate programs. (Contract # 35a, p. 17)

Teachers should be informed whenever feasible of pupils' psychological, emotional and/or medical conditions. Pupil Personnel Staff members and administrators are encouraged to inform classroom teachers of any information they acquire about students which might affect the students' achievement. (Contract # 18a, p. 24)

Upon request, the principals shall inform teachers of the status of psychological referrals made by a teacher and shall inform teachers promptly if the principal does not recommend the referral, with reasons for such decision. After completion of the diagnostic study (testing) by a school psychologist, the psychological report shall be provided to the principal not more than thirty (30) working days after such study (testing). During peak load periods when full reports cannot be completed, the principal shall receive a summary report within thirty (30) working days. (Contract # 22, p. 96)

Where a referral for psychological testing is deemed appropriate by the teacher(s), the counselor (where applicable), and the principal, a request for parental approval shall be sought immediately. If parental approval is obtained, the principal shall forward the referral form to Psychological Services Branch immediately. (Contract # 26a, p. 28)

B. "Post" Act:

A high school EMH or TMH teacher and an elementary school EMH or TMH teacher shall refer a student in that teacher's class at any time said teacher believes re-evaluation is desirable. Said teacher shall continue to be alert to children who appear in need of different special education placements. (Contract # 13a, p. 63)

If, in the opinion of the teacher, a pupil should be seen by a school counselor, school social worker, school psychologist, school nurse, or Administrator, the teacher shall send a written referral to the appropriate aforementioned professional under guidelines published to all schools by the IPS Central Administration by October 15, 1985. The referral shall describe the pupil's problems and the reasons the teacher felt obligated to make such a referral. When a decision is made which requires the involvement of a professional in adjustment procedures affecting the pupil, the professional or professionals will be promptly notified. Any reasonable request by a professional involved with a student for notification of any such decision(s) regarding such student will be honored. Individual records regarding pupil problems shall be available only to those teachers involved with the pupil. (Contract # 54, p. 90)

If any teacher refers a student for evaluation relative to placement or revised placement in any special education program, the referring teacher shall be provided with a report of the evaluation and/or test results of the student. If a referring teacher disagrees with or questions the results and/or recommendation(s) he/she may submit a written dissent to the principal or other appropriate administrator. A written response to such dissent will be provided to the teachers (Contract # 54, p. 30)

The referral procedure for the evaluation and placement of exceptional children shall be completed by priority order as determined by the appropriate professionals at each individual school. The school administrator or designee is responsible for keeping the initiating or participating teacher aware of the status of the referral at each step of the proceeding. (Contract # 35, p. 15)

15. Compensation.

A. "Pre" Act:

Certain positions related to the schedule of salaries for regular teachers shall receive a sum in addition to the regular teaching salary. All such positions not included below are placed on the regular teaching schedule. Except in designated schools or programs, the total "overschedule" payments allowed any individual for the school year shall not exceed \$ 400.

\$ 100 Mentally Retarded and Educationally Handicapped (State Program) assigned three or more hours per day; Physically Handicapped (Visually Handicapped, Hearing Handicapped, Language Handicapped, Orthopedically Handicapped); Traveling Teacher (Hearing Handicapped, Speech Therapy, Visually Handicapped) (Contract # 56, p.66)

Teachers and regular substitutes who hold special training certificates and/or who have been selected for their special skills, training, or abilities, in the following areas: the severely mentally retarded; the mentally retarded (Special Class or OE); slow learners (Ungraded or SW); the physically handicapped; and English for Speakers of Other Languages, \$ 320. (Contract # 32a, p. 85)

(a) Notwithstanding any contrary provisions of this agreement, on or thereafter September 1, 1978, no payment of the \$ 610 (1978) \$ 641 (1979) special class differential will be made except in accordance with the grievance settlement agreement. AAA Case No. 1139-1957-77.

(b) The ***** School Committee agrees to pay a differential of \$ 610 for the school year 1977-1978 to each bargaining unit member who received said differential during the school year 1976-1977 and who was employed for the entire school year 1977-1978 in a full-time position covered by the Department of Special Services. The number of individuals entitled to said amount shall not exceed 396. (Contract # 28a, p. 14)

Monthly Travel Allowance

| | |
|----------------------------------|-------|
| Speech therapists | 12.50 |
| Hearing and vision testers | 12.50 |
| School social workers | 12.50 |
| Field adjustment teacher | |
| - Social Adjustment | 12.50 |

(Contract # 13, p. 130)

B. "Post" Act:

The salary of teachers of special education classes shall be the basic teachers' salary schedule plus \$ 700 however, special education teachers employed on or after December 17, 1979, will be paid the special education stipend only if they have an MA in their teaching field. Teachers of special education who have an MA degree in special education will be paid as per A, above. (Contract # 52a, p. 96)

Special Class Differential

| | |
|---|---------|
| Lip Reading | \$ 650. |
| Reading Specialist | 650. |
| Speech Corrections | 650. |
| Student Personnel Service | 650. |
| Teachers of the Deaf | 650. |
| Teachers of Sight Conservation | 650. |
| Learning Disability | 1,050. |
| School Social Workers | 1,050. |
| Teachers of Practical Nursing (11 mos.) | |
| 10% premium | |
| (Contract # 57, p. 51) | |

APPENDIX N

Anchor Points for SERS Document

4) HIGHLY VALUABLE A member of the school system would be impaired in the conduct of duties with regard to handicapped students if formal school board policy and procedures did not exist.

5) ESSENTIAL It would be impossible to perform the central function of a teaching / supervisory / administrative job with regards to handicapped students if no school board policy and procedures existed.

EXAMPLE: Teachers are responsible for developing Individual Educational Programs for each handicapped student but no formal school board policies and procedures exist for them to follow in developing this document.

Respondents were asked to circle the appropriate number for each of the statements rated on the instrument.

APPENDIX O

**Teachers/Administrators Perceptions of Differences
in Special Education Policy Issues Responses**

TEACHERS/ADMINISTRATORS PERCEPTIONS OF DIFFERENCES
IN SPECIAL EDUCATION POLICY ISSUES' RESPONSES

Number: _____ Date: _____

The questionnaire you completed during the 1986/87 school year was designed to assess your opinion(s) regarding the need for local boards of education to develop specific board approved policies and procedures. The focus of the policymaking was on modifications in school based special education programs (as defined under PL 94-142: The Education for All Handicapped Children Act).

Responses to the survey indicated that special and regular educators rated the need for specific special education policy & procedures the same for the most part. However, one of the most interesting and puzzling initial findings was that directors of special education rated the need for several policy items as being of "limited value." Whereas teachers rated their degree of need for these policy items as either "valuable" or "highly valuable."

Your "thoughts" on the reason(s) for administrators ranking these items lower are of crucial importance in understanding why special education directors and teachers perceived these specific policy issues differently. Please take a few minutes and for the following items indicate why you believe administrators would rate the item as being of lower value than regular or special educators.

-
1. A policy that specifies reductions in regular classroom size when a handicapped child is placed into a regular classroom for instruction during a specific period of time.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

2. A policy that specifies the use of educational funds for travel allowances for home visits during normal school hours by classroom teachers to develop, revise and/or implement federal and/or state identification, evaluation, or programming requirements.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

3. A policy designed to increase the influence of teacher organizations in their local school boards's policy making process in the areas of regular and special concerns.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

(Go on to next page)

4. A policy that sets limits on class size for regular educators who have handicapped students placed into their classroom.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

5. A policy that monitors the placement of handicapped students into the regular classroom by school administrators.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

6. A policy that monitors the paperwork and professional staff time requirements to determine if they limit direct student-teacher contact.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

(Go on to next page)

7. A policy designed to monitor the number of professional staff needed to provide a free appropriate public education (FAPE) to handicapped students.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

8. A policy designed to reimburse teachers for time spent in working outside of the normal school day when parent conferences for handicapped students are scheduled after the end or prior to the beginning of the school day.

Do you agree that this item would be of limited value?

_____ YES. _____ NO.

Perceived reason(s) for directors lowering ranking of this item:

Descriptive Information: Please Check Only One:

Teacher: _____ (Please specify below)

Grades (K-6):

_____ Elementary, Reg. Ed. _____ Elementary, Sp. Ed.

Grades (7-8):

_____ Jr. High Sch. Reg. Ed. _____ Jr. High Sch. Sp Ed.

(Go on to next page)

Grades (9-12, 12+):

_____ High School Reg. Ed. _____ High School Sp. Ed.
_____ Voc. Ed., Regular _____ Voc. Ed. Sp. Needs (Sp. Ed.)
_____ Other: (Please Specify) _____

Administrator: _____

Current Title: (Please Specify) _____

Other: _____

(Please Specify): _____

Are you presently affiliated with a teacher or administrator's association and/or union?

_____ YES _____ NO

If you checked "YES," then what is the name of your association and/or union?

NAME: _____

Is your union affiliated with a National Association and/or Union?

_____ YES _____ NO

If you checked "YES," then please list the national association and/or union your local is affiliated with.

NATIONAL: _____

THANK YOU FOR YOUR TIME AND EFFORT. I GREATLY APPRECIATE YOUR ADDITIONAL HELP IN PROVIDING ME WITH YOUR PERCEPTIONS OF WHY EACH GROUP RATED THESE POLICY ITEMS DIFFERENTLY. I WILL STILL BE SENDING YOU A COPY OF THE STUDY'S FINAL RESULTS. IF YOUR ADDRESS HAS CHANGED SINCE MY INITIAL MAILING TO YOU, THEN PLEASE WRITE YOUR NEW ADDRESS IN THE SPACE BELOW.

_____ YES. My mailing address has changed during the past year. My new mailing address is:

Name: _____

Address: _____

City/State: _____ Zip Code: _____

VITA

Business Address

Connecticut State
Department of Education,
Division of Research,
Evaluation and
Assessment
State Office Building
165 Capitol Avenue
Hartford, Connecticut
06145

Personal

Born February 15, 1950
Married

Educational Background

West Haven High School, 1968

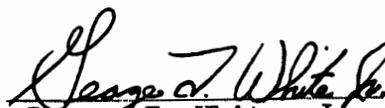
- | | | |
|-------|---|---|
| B.A. | Central Connecticut State University New Britain, Connecticut, 1973 | Major: English Psychology |
| M.S. | University of Idaho Moscow, Idaho, 1975 | Major: Clinical Psychology |
| Ed.S. | University of Idaho Moscow, Idaho, 1977 | Major: School Psychology |
| M.A. | University of West Virginia College of Graduate Studies Institute, West Virginia, 1983 | Major: Special Education Career/Vocational Education for the Handicapped |
| Ed.D. | Virginia Polytechnic Institute and State University Blacksburg, Virginia, 1990 | Major: Administration and Supervision of Special Education |

Educational Work Experience

- | | |
|---|---|
| Raleigh County Board of Education, Beckley, West Virginia | School Psychologist 1978 - 1987 |
| Connecticut State Department of Education, Hartford, Connecticut | ISSIS Program Manager 1987 - present |

Educational Organizations

Phi Delta Kappa
Sigma Xi
National Association of
School Psychologists


George T. White, Jr.