THE INFLUENCE OF THE WINTON ACT AND THE NEGOTIATING COUNCIL IN THE HAYWARD UNIFIED SCHOOL DISTRICT AS PERCEIVED BY HAYWARD UNIFIED SCHOOL DISTRICT PERSONNEL

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Chapter 1

INTRODUCTION

One of the many important problems to be faced in education today is the role of the classroom teacher in the decision-making process. Teachers are demanding a greater voice in educational decisions that vitally affect their future and their profession.

The Winton Act, which Governor Edmund Brown signed into law on July 17, 1965, was proposed as an instrument of negotiations that would accommodate the needs of teachers and, also, be acceptable to school boards.

The Winton Act was designed to set up procedures by which school boards, administrators, and teachers could work together to better or advance educational programs in the school districts in California.

When A. B. 1474 or the Winton Act, as many refer to it, went into effect on September 17, 1965, some individuals said a new trend in employer-employee relations for California school districts was born.

STATEMENT OF THE PROBLEM

It was the purpose of this study to investigate the perceptions of the certificated personnel of the Hayward
Unified School District in regards to the Winton Act. The goal of this thesis, in other words, was to determine the influence of the Winton Act and its provision for a negotiating council in the Hayward Unified School District as perceived by Hayward Unified School District personnel.

What this study attempted to accomplish was to find out what the Hayward teachers think of the Winton Act. A person's attitude toward a law that was passed for his benefit provides some indication of how he will support this law and work effectively for its implementation.

There are many questions to be answered or hypothesized, especially in regards to teacher and administrator perceptions, attitudes, and knowledge. These points, in regards to the perception of certificated personnel, among others, should be considered:

1. Has the Winton Act given teachers more of an opportunity to participate in important areas of their employment, such as salaries, curriculum development, budget preparation and adoption, and school policies?

2. How effective, in its total operation, is the negotiating council?

3. Do Hayward's educators, both teachers and administrators, have confidence in the negotiating process or the mechanism of the negotiating council as provided for in the Winton Act?
JUSTIFICATION

Local newspaper articles indicate that the Winton Act plays an important part in school news and school controversies. Teachers are seeking greater control and participation in school affairs, such as curriculum, budget, salaries, and all items relating to school affairs. The Winton Act, if teachers and local school boards accept it, can help prevent sanctions, withdrawal of services, and strikes. The provision for a negotiating council may be a solution to the problem of effective teacher negotiation procedures.

DELIMITATION

This study was limited to the perceptions of the certificated personnel of the Hayward Unified School District in regards to the Winton Act. The perceptions and attitudes of the district's personnel were obtained through the use of two instruments of measurement, a questionnaire and the interview.

This study began at the point at which the Winton Act came into existence, and continued to the present time:

1. The Winton Act became law--September 17, 1965
2. Hayward Unified School District's negotiating council formed--October, 1965

This study also discusses briefly the history of
teacher negotiations and the rise in teacher militancy. This study mentions the master contract or master agreement between various teacher organizations and various school districts.

The limitations of this study are such that generalizations and conclusions gathered from this study will pertain to the certificated personnel of the Hayward Unified School District only. However, information gathered in this study may be useful to other California school districts in overcoming some of the problems that they have encountered as they try to implement the Winton Act in their various districts.

Since the research included the gathering of subjective judgments and objective information, it is assumed that objective treatment of the data collected would provide a valid means of evaluation of this material.

METHODOLOGY

This thesis dealt with a study of the perceptions and attitudes of Hayward's certificated personnel towards the Winton Act. The perceptions of these individuals were examined and analyzed by method of or means of a questionnaire and an in-depth interview of selected individuals from both the teaching and administrative ranks, and from both the elementary and secondary levels.

The method used in this thesis may be classified as a survey of perception based upon two instruments, the
questionnaire and the interview. The questionnaire was based upon fifteen pertinent questions obtained through extensive research and discussions with key educational leaders intimately knowledgeable about the implementation of the Winton Act in California's public schools, and specifically about the Winton Act in the Hayward Unified School District.

The interview was a refinement tool based upon the results of the questionnaire, and was used to extend our knowledge of perceptions toward the Winton Act.

This thesis also used the method of an historical survey or study of the history of selected teacher negotiations, and the general rise of teacher militancy, followed by an intense study of the history of the Winton Act and its implementation and ramifications in California schools.

SOURCES OF DATA

Data for this study came from several sources: legal documents, including sections 13080-13090 of the Education Code of California and various opinions on the legality of the Winton Act; publications of professional organizations relative to the Winton Act specifically, and negotiations generally; periodical and newspaper articles on the Winton Act and on negotiations.
Other sources of data were questionnaires and interviews involving certificated personnel of the Hayward Unified School District.

ORGANIZATION OF THE STUDY

The remainder of this thesis is organized into five additional chapters.

Chapter 2 reviews literature which is pertinent to the problem: (1) a study of the Winton Act itself, and what it is supposed to accomplish; (2) the reason for the Winton Act; (3) how the Winton Act has been implemented throughout the state; (4) an examination of the Winton Act as a means by which teachers may become involved in vital educational policy matters.

Chapter 3 concerns itself with a study of the Winton Act as it applies to the Hayward Unified School District. In order to simplify matters, in certain parts of this thesis, the Hayward Unified School District will be referred to as HUSD and the Hayward Unified Teachers Association will be referred to as HUTA.

Chapter 4 deals with the design of the study. Chapter 4 concerns itself with a questionnaire sent, at random, to selected Hayward educators dealing with the Winton Act, and selected interviews with key educational personnel intimately connected with the operations of the Winton Act in the Hayward Unified School District.
Chapter 5 concerns itself with the study of the data gathered or material obtained.

Chapter 6 deals with a summary of the results obtained, and conclusions and recommendations.

EXPECTED OUTCOME

A careful study of the Winton Act, in general, and especially as it applies to Hayward, may provide useful insights relative to acceptance, implementation, and effectiveness.
Chapter 2

REVIEW OF THE LITERATURE

In the past, educational decision making and policy making have been the function of state and local boards of education, and local school administrators. Today, however, classroom teachers are challenging the wisdom of these individuals and institutions to have exclusive rights to the control of the public schools.

Even among some segments of the general public, there is a cry for a re-examination of the roles and responsibilities of the classroom teacher. Admiral Rickover, a frequent critic of American education, made this comment in one of his books:

Raising the intellectual and educational qualities of our teachers is the single most important step that must be taken to improve education. Next in importance is abandonment of the present practice of putting non-teaching administrators in charge of schools. Here the local communities have very real power. They can see to it that their school board will engage the services of no one as administrator who is not also an experienced teacher. I would suggest that as schools gradually replace the older teachers with better-qualified new ones, the latter be given more freedom in planning their programs. To obtain and hold a good 'professional' person, you must treat him as a professional; this means giving him maximum freedom in the practice of his profession.1

A SELECTED LOOK AT TEACHER NEGOTIATIONS

First of all, what is meant by the term "negotiation?" Stinnett, Kleinmann, and Ware use this definition:

Professional negotiation has been defined as a set of procedures, written and officially adopted by the local staff organization and the school board, which provides an orderly method for the school board and staff organization to negotiate on matters, and to establish educational channels for mediation and appeal in the event of an impasse.²

A basic premise in teacher negotiation or the reason teachers advocate negotiation is that it creates an atmosphere of equality for teachers. With a meaningful share in the formation of school policy, teachers feel they can be more productive and creative in their school work.

Many individuals believe that the dramatic struggle between the New York City Board of Education and the United Federation of Teachers was the beginning of teacher demands to participate in policy making. This is not so, even though this strike was widely publicized, bitter in nature, and emotional in impact. Some selected highlights in the concept of professional negotiations are as follows:

1. The declaration of the Educational Policies Commission of 1938 urging that the entire school system

should take part in the formulation of the educational program. The Commission stated that it was sound procedure to provide for the active participation of teachers in the development of administrative policy.

2. Apparently the first collective negotiation agreement was the Norwalk Connecticut Group Contract which was finalized in 1946, and was an agreement between the independent Norwalk Teachers' Association and the local board of education. This agreement was upheld by the court:

In 1951, the Connecticut Supreme Court of Errors held that teachers were entitled to organize and that the boards of education could negotiate with them. The court ruled out the right of public employees, including teachers, to strike.³

3. In 1957, the Norwalk teachers negotiated an agreement that provided for mediation of teacher appeals by the State Commissioner of Education. This is believed to be the first time that a teacher group had the right to a type of appeal procedure under the area of professional negotiations.

4. Between the years 1946 and 1962, there were many agreements between local school boards and school staffs. Almost all of these agreements were informal in nature but were officially adopted by the school boards involved.

³Ibid., p. 7.
5. In 1951, the Connecticut Commissioner of Education appointed a committee to draft proposals dealing with working relationships between boards of education and teacher organizations. The committee, which consisted of various state educators, submitted a report that was approved by the State Board of Education in 1957. After several revisions it was accepted by the state board in 1962. It was known as Bulletin #85, and by 1965 a total of sixty-eight school districts in Connecticut had adopted agreements as found in this bulletin.

6. By 1960, the cries of teachers for a share in the formation of school policies was heard by the National Education Association. A resolution was introduced at the Los Angeles Convention of 1960 to formalize a negotiating process. Resolution #7, at the NEA Convention was as follows:

The National Education Association recognizes that representative negotiation by teachers with their governing boards concerning conditions of employment is compatible with the ethics and dignity of the teaching profession.

Such negotiations should be conducted by teachers' associations whose primary purposes are to promote the cause of education in the United States and to elevate the character and advance the interests of the profession of teaching without special commitment to any particular segment of the community.

The procedures of negotiation should be consistent with the teachers' obligation to maintain the uninterrupted operation of the public schools.\(^4\)

7. The NEA was, however, not ready to adopt a strong negotiation process, at this time, for fear of control of the NEA by so-called radical elements. Therefore, Resolution #7, as mild as it was, was put aside for further study. In both 1960 and 1961, the NEA made studies dealing with the implications involved in legislation requiring school boards to meet with representatives of the teaching profession.

8. In July, 1962, the NEA Representative Assembly adopted Resolution #18 dealing, for the first time, with professional negotiation. The NEA was still afraid of a take over by labor oriented individuals, and therefore, the resolution was as follows:

Under no circumstances should the resolution of differences between professional associations and boards of education be sought through channels set up for handling industrial disputes. The teacher's situation is completely unlike that of an industrial employee. A board of education is not a private employee. Both are public servants. Both are committed to serve the common, indivisible interest of all persons and groups in the community in the best possible education for their children. Teachers and boards of education can perform their indispensable functions only if they act in terms of identity of purpose in carrying out this commitment. Industrial-disputes conciliation machinery, which assumes a conflict of interest and a diversity of purpose between persons and groups, is not appropriate to professional negotiation.  

The second paragraph of this same Resolution #18 demanded that legal provisions be set up to assure the rights of teachers in professional negotiation:

The National Education Association calls upon its members and upon boards of education to seek state legislation and local board action which clearly and formally establishes these rights for the teaching profession. 6

In 1964, however, the anti-labor paragraph was removed from Resolution #18 by the NEA Convention at Seattle.

The Denver Resolution of 1962 marked the official entry of the NEA into the area of professional negotiation. The move by the NEA upset the American Association of School Administrators and the National School Boards Association because they both feared the NEA would now follow the same tactics of labor unions.

In 1963, the NSBA adopted a resolution, which read in part:

The efforts of teacher unions to obtain collective bargaining rights and the activities and programs of professional teacher organizations calling for professional negotiations and sanctions will have significant effect upon the operation of our public schools in the years ahead. The National School Boards Association is opposed to sanctions, boycotts, strikes or mandated mediation against school districts and does not consider them to be proper remedies for use in problem situations. The authority of the board of education is established by law and this authority may not be delegated to others. . . . In addition, local boards should support their state school boards associations in opposing legislation which condones sanctions, boycotts, strikes, or mandated mediation against school districts. In the event such legislation or judicial

6 Ibid.
decision exists, state school boards associations are urged to seek appropriate legal means to repeal or overrule them.  

What can be said about the Denver Resolution of NEA in 1962? One thing for certain is that this resolution established a lasting trend to formalize and legalize procedures for teacher-school board relationships by means of state law or school board sanction. This seems to be the beginning of the drive to give teachers real participation in the formation of school policy.

As of September 20, 1965, there were some 388 professional negotiation agreements in thirty-five states that have been filed with NEA. Today there are well over one thousand such agreements, not including agreements reached between school boards and various teachers' unions. These agreements have taken the form of statewide suggested policies or state legislation as a method of securing negotiation between teacher organizations and boards of education. Among such state legislation was the Winton Act which will be discussed later in this chapter.

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THE RISE OF TEACHER MILITANCY

In the previous decade, and especially in the last few years, there has been an unprecedented rise in teacher militancy. An example of this type of behavior was stressed in an NEA Research Bulletin dealing with teacher strikes and militant action. It dealt with the school year from 1967 to 1968 and states:

The past school year from August 1967 through June 1968 was witness to a veritable explosion in teacher strikes and work stoppages—a total of 114. These strikes accounted for over one-third of the number of teacher strikes and 80 percent of the estimated number of man-days involved in strikes since 1940. They occurred in 21 of the 50 states and in the District of Columbia, and ranged in length from 1 day to more than 3 weeks. State-wide strikes or work stoppages occurred in Florida, Oklahoma, and Pennsylvania. Operating school districts reported in 1967-68 were 67 in Florida, 940 in Oklahoma, and 590 in Pennsylvania.8

Throughout the nation, more teachers are joining unions or are becoming sympathetic to the causes and tactics of the teachers' unions. The State of California has not escaped the trend towards militant action. This is especially true of the large school districts in California as well as in other states.

What are some of the factors or causes of teacher aggressiveness? Why do teachers want more of a share in the formation of school policy? There is no easy answer to

these questions, but some of the major reasons for the "new breed" of teacher seems to be as follows:

1. Lack of adequate pay. Teachers seem to be saying that our affluent society can do better in the economic sphere. Teachers, at this point in history, are no longer content to allow the state and the local school board to determine what they consider to be adequate renumeration.

2. How teachers are treated by superiors. It must be pointed out, also, that money alone is not the total issue. Teachers believe that giving them the right to negotiate with the school board will raise their stature and improve their interpersonal relationships. Teachers seem to be saying that they will no longer accept the previous relationship between school boards and administrators as superiors in one hand, and teachers as inferior on the other hand. As the NEA reported in one of its research bulletins on teacher satisfaction:

Employee satisfaction, especially teacher satisfaction, is a very complex area of study. Yet, it is generally well accepted that a happy employee is a productive employee. Not all of the satisfaction is related to monetary reward although there is a growing body of evidence which suggests that there must be an acceptable (to the employee) level of salary in order for satisfactions to be developed in other areas. Given this acceptable level of salary, the rest of the job satisfaction problem is in great measure related to interpersonal relationships. A sensitivity for one's fellow worker, whether he be parallel, higher, or lower in the organizational structure, is of prime importance. Most people want to feel that they are an
essential and recognized part of an important enterprise. Teachers seem to be no exception.9

Charles Cogen, recently retired president of the AFT, and outspoken advocate of teacher negotiations as equals to school boards, put it this way:

It now becomes a matter of rational men sitting down as equals and agreeing upon the extent and nature of the management. The sooner our boards of education realize the obsolescence of the 'right to manage' concept, and the determination of the scope of negotiations as a pragmatic resultant of every negotiation, the sooner will there be more peaceful and constructive approaches in the rapidly spreading process of teacher collective bargaining.

In many of my addresses and articles during the AFT's pioneering struggles for collective bargaining, I referred to the new developing relationship as a partnership between teachers and school board. Whether 'partnership' is or isn't technically a proper legal term in our new situation, the point that has to be recognized is that teachers have been calling for a sharing of control in the conduct of schools--and it has so emerged.

It didn't come easy. The vast majority of school boards and superintendents reacted with great umbrage and scolding to this 'arrogant' claim by teachers for sharing in the decision-making... But they are learning--at least those with open minds are--that the contributions made by teacher organizations in negotiations have appreciably improved the schools. Indeed, in many instances management has not even been aware of major and minor deficiencies that required remediation until they were called to management's attention at the bargaining table.10

3. Teachers feel that our national priorities are all wrong, and that the Federal government, as well as the


state government must take vigorous action towards a better educational program:

They behold powerful national groups plugging for ever-growing federal appropriations for military hardware and to put a man on the moon, but consistently fighting grants for the schools. They observe that we continue to build up our nuclear power while we let the power of too many human beings go down the drain at home due to too few educational opportunities or retraining opportunities. . . . In the meantime, teachers had grown bitter over obsolete school buildings, inadequate facilities and supplies, overloaded classrooms, and the general deterioration in the quality of education offered children. Again, teachers came to the conclusion that they dared not continue the passive attitude of relying solely upon official bodies to correct these conditions; but that they must join in a vigorous effort to effect needed changes.11

4. Public opinion seems to be in favor of allowing teachers more of a say in the running of their own school districts. The public, many of them, look upon teachers as mature and intelligent individuals who are able to make vital decisions affecting the public schools. The CTA, in a booklet they put out in regards to the Winton Act, has this to say:

Back in 1961 the statewide Citizens Advisory Commission to the Joint Interim Committee on Public Education issued a report containing many proposals opposed by educators generally. One of this group's recommendations which was widely acclaimed, however, was the suggestion that 'classroom teachers have a major voice in defining objectives, in determining the content of courses and curricula and in the selection of textbooks.'

In a 1964 public opinion survey, we learned that 90 percent of California voters believe that school boards should be required to negotiate with

11 Stinnett, Kleinmann, and Ware, op. cit., pp. 4-5.
representatives of employee organizations if some means of settling disputes other than strike could be developed.\footnote{12}

5. Teachers want a greater say in curriculum development, research and implementation of school programs. One of the purposes of the Winton Act was clearly to give teachers broader powers in curriculum matters. The Winton Act requires that school boards or their representatives "meet and confer" with teacher organizations in matters of curriculum, textbooks, and the instructional program. Along the same lines, teachers believe that in the age of specialization, and the explosion of knowledge, they are in a unique position to contribute to curriculum improvement and improvement of the school program.

6. The formation of large school districts has caused serious teacher problems. Teachers have lost their identity, and have become impersonalized. They feel that they no longer have an adequate voice in school policies. As Stinnett said:

Another deeply significant psychological factor involved in the hunger for recognition by teachers is the matter of bigness—the bigness of cities and of school districts, with the resultant loss of identity of the teachers. This involves both the staggering rapidity of the urbanization of the United States, and the steadily enlarging size of school districts.

\footnote{12}{California Teachers Association, \textit{Interpretation of, and Recommended Principles and Procedures for Implementation of Assembly Bill 1475 by Assemblyman Winton} (Burlingame, California: August, 1965), p. 5.}
In 1930, for example, there were about 130,000 school districts; now only about 27,000 actually operate schools. With this growth in size, communication becomes more difficult; and unless the temptation to develop a bureaucratic administrative structure is carefully resisted, there is unwittingly the pitfall of complex administrative machinery and unintentionally a kind of paternalism. It has been said 'in the small community, the teacher is everything; in the great city he is nothing.' This has a devastating effect upon the spirit of any human being, especially upon the articulate, perceptive teacher. He resents the loss of identity. As a result, he often tends in overt ways to gain some kind of solid recognition. If he doesn't get such recognition in well planned ways, he will seek it in rebellious ways, or ways that appear rebellious in the light of past mores.13

As an aside to the problem of bigness, the CTA and the AFT have merged into one organization in the Los Angeles City Schools in early 1970. This merger was culminated by a long and costly strike in the spring of 1970 which tied up the Los Angeles Schools for several days toward the close of the 1970 school year. A key issue in the strike was teacher recognition and sharing in the decision-making process. The problems of "bigness" are very complex. For example, in the very same Los Angeles Schools, a taxpayer's suit was filed to block the merger between the CTA and the AFT and to prohibit the implementation of a written agreement between the Los Angeles School Board and the teachers' association. The voters of Los Angeles will also soon decide if they want to break up the present Los Angeles School District into three separate

13 Stinnett, Kleinmann, and Ware, op. cit., p. 5.
school districts, each independent of the other, as a means of overcoming the problem of bigness.

7. Teachers are concerned that the future of our country rests in the hands of young people. The educational system of our country, they feel, must be adequate to the needs of young people. Teachers believe that they must, through their various organizations, initiate the changes they consider vital and necessary, if the needs of the young are to be met.

8. Current events, especially in the area of civil rights, school integration, adequate school financing, and a relevant curriculum have greatly influenced or affected teachers. Teachers today believe that some necessary and vital actions, on their part, must be taken if the public schools and even our nation is to survive.

Teachers believe that they must have a voice in how our public schools are to be run today, especially since they are so vitally related and connected with the young people of America. Some teachers even equate their problems with those of minority individuals:

The dramatic push of American Negroes for human and civil rights, for elevation to first class citizenship has had great impact everywhere, especially upon the people of the United States. It is not farfetched to assume that there has been a psychological effect on teachers. Teachers, too, have often viewed themselves as oppressed; they have viewed their treatment by society as being far less than commensurate with the importance of their contribution to the general welfare. Apparently, the activism of the civil rights movement and the effectiveness of that activism have
had a significant impact upon the behavior pattern of teachers who have aspired to improve their status. ¹⁴

**AB 1474, THE WINTON ACT**

A public school employer or the governing board thereof, or such administrative officer as it may designate, shall meet and confer with representatives of employee organizations upon request with regard to all matters relating to employment conditions and employer-employee relations, and in addition, shall meet and confer with representatives of employee organizations representing certificated employees upon request with regard to all matters relating to the definition of educational objectives, the determination of the content of courses and curricula, the selection of textbooks, and other aspects of the instructional program to the extent such matters are within the discretion of the public school employer or governing board under the law. ¹⁵

Many educators feel that the Winton Act is probably the most important piece of legislation ever passed in California dealing with teacher negotiations. How effective it is or how it has been accepted by the teaching profession is another matter, but, at least, it is a foot in the door, or the beginning of some orderly process of meaningful negotiation.

A key provision of the Winton Act is the phrase "meet and confer." The CTA wanted the words "negotiate in good faith," instead, but this section of the bill dropped

¹⁴Ibid., p. 6.

"negotiate in good faith" for "meet and confer."

CTA had the choice of having a law with meet and confer or having no law at all. So therefore, the CTA decided to support the Winton Act as is. Attorneys contend that negotiate in good faith are "words of art" whereas meet and confer have only their dictionary definition. However, the definitions of meet and confer provided by CTA legal counsel and some county counsel show little functional or operational differences from negotiations. Negotiate in good faith is often defined as "to meet and confer at reasonable times and places in good faith in an effort to reach agreement."\(^{16}\)

Other important aspects of the Winton Act are the selection of members of the negotiating council based upon a mathematical formula giving seats on the council in relation to the strength of each professional organization. A serious drawback of the Winton Act, in some districts, is the lack of any meaningful way to deal with impasse procedures.

There have been many attempts made to change, alter, or amend the Winton Act. Some of these proposals shall be discussed a little later in this chapter.

Basically, the CTA sponsored Winton Act (AB 1474)

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\(^{16}\)Hayward Unified Teachers Association, "Questions and Answers--California Negotiations" (Hayward: November, 1967), p. 3. (Mimeoographed.)
that was passed in 1965 by the state legislature provides that:

1. School boards shall adopt rules and regulations for administration of employer-employee relations under the Act.

2. Employee associations have the right to represent their members; individual employees have the right to join the organizations of their choice or not to join, and to represent themselves.

3. The board or its designated administrative officer is required to "meet and confer" with representatives of employee organizations on request.

4. Certificated employee organizations have the right to "meet and confer" on all matters relating to educational objectives, curriculum and other aspects of the instructional program, as well as on conditions of employment.

5. When there is more than one organization representing certificated employees, their right to "meet and confer" is performed through a negotiating council consisting of from five to nine members as determined by the governing board. Proportional representation of the employee organizations is based upon verified membership. ¹⁷

¹⁷ California Teachers Association, We Meet to Confer (Burlingame: California Teachers Association, 1966), p. 7.
The term "meet and confer" is not specifically defined in the Act and its meaning must be derived from the purpose of the Act. However, under the terms of the Winton Act, the governing board of a local school district or its designated representative must:

1. Meet with the Negotiating Council or (where there is no Council) with designated representatives of the certificated employee organization upon request at reasonable times and places.
2. Freely exchange information, opinions, proposals and counter-proposals with the Council or other employee representatives on matters within the Act.
3. Receive and consider such oral or written presentations at these meetings as may be made by consultants or other expert assistants serving at the request of any of the participants.
4. Endeavor in good faith to reach agreement on matters within the Act, and to express these agreements in written proposals for action.
5. Consider such recommendations at board meetings under orderly procedures designed to secure action effectuating such recommendations within the scope of the board's legal authority and responsibility.18

The key to the Winton Act, or perhaps, the heart of the Winton Act is its provisions for a negotiating council. Each school district is suppose to have a negotiating council with the local board of education if more than one certificated employee organization exists. The negotiating council has from five to nine members, which varies depending upon each school district and membership in various teacher organizations.

The American Federation of Teachers was strongly against the Winton Act as it was originally passed, and, at first, in some school districts, refused to take its seat on the negotiating council.

The California Teachers Association, to counter criticism, lists the following advantages of the negotiating council:

1. By requiring all organizations to work through the negotiating council, there is established in law a method of resolving the interorganizational conflicts on issues rather than intensifying differences and fostering alienation and divisiveness.

2. No time, money, and energy is wasted in costly, divisive "elections" which are simply a form of civil war. Following an election, the loser remains in existence, pursues the conflict with harassing tactics, and no means of resolving the conflict and restoring harmony are provided.

3. Resources saved by avoiding the election can be devoted to building strength and unity at the local level and increasing effectiveness with the legislature.

4. Issues taken to negotiating through the negotiating council are strengthened by responsible integration of minority views rather than distorted by the necessity of maintaining a competitive posture.

5. It encourages organization to be strong,
democratic and effective in their program and services in order to attract members; rather than to construct a propaganda facade to attract votes.

6. It assures to each teacher the continuing right to ballot for the organization of his choice rather than limiting this ballot to arbitrary election dates.

7. With the negotiating council dissent is not silenced, but it is easier to expose unreasonable positions and it provides a channel for responsible minority viewpoints on issues to be separated from mere competitive challenge.

8. Local option regarding composition of membership in the organization is assured. If separate organizations are desired by segments of the profession, the negotiating council provides a method of maintaining unity of certificated staff and resolving conflicts. 19

If the negotiating council does its job properly, the local school board of education will suspend judgment on issues under discussion and postpone use of its legal decision-making power and authority until every possible effort has been made on its part towards achieving agreement with the teacher organizations. On the other side, the teacher organizations must deal fairly, honestly,

and maintain respect for the local school boards of education.

What are some of the items that can be negotiated or discussed under the Winton Act? The California Teachers Association, in sample surveys, in conferences, and workshop sessions, list some topics frequently mentioned as matters for negotiations:

1. Class load
2. Total work load
3. Time to teach
4. Class interruptions
5. Clerical duties
6. Poor discipline policies or procedures
7. Inadequate facilities
8. Inadequate materials
9. Outdated or inferior texts
10. Pupil custodial duties (playground, cafeteria and bus supervision)
11. Pupil grouping
12. Need for special education
13. Too much supervisory interference
14. Inadequate supervisory assistance
15. Instructional organization (more or fewer special subject teachers)
16. Preparation periods
17. Meetings--faculty, committee, in-service training, PTA
18. Working space for prep periods
19. Inadequacies in personal comfort facilities (lounge, toilets, rest rooms)
20. Instructional policies (complaints both of too many and not enough for direction)
21. Evaluation procedures and policies
22. Employment standards and practices
23. Re-employment and dismissal policies and practices
24. Teacher assignment practices (always specific samples)
25. Inadequate leave policies
26. Salary payment practices
27. Lack of library facilities and personnel
28. Lack of counselors, or inadequate counseling
29. Too much or too little attention to extra-curricular activities
30. Lack of freedom for experimentation or innovation.\textsuperscript{20}

Some questions have been raised recently concerning the rights of both individuals and organizations as found in the Winton Act. The Hayward Unified Teachers Association lists the following rights that are guaranteed by the Winton Act:

1. Right of a faculty member to join or not to join a professional organization by exercising freedom of choice.
2. Right of a faculty member to represent himself individually in dealing with his employer.
3. Right of individuals to be protected from coercion, discrimination and retaliation resulting from the exercising of their professional and legal rights.
4. Right of an individual faculty member to participate actively through orderly, uniform, reasonable procedures in the formulation of decisions in educational and professional policies.
5. Right of an organization composed of voluntarily associated faculty members to represent its members in meaningful decision making regarding the full range of professional concern.
6. Right of an organization to establish reasonable legal requirements for membership and to expel members only after due process.
7. Right of professional organizations to negotiate under the provisions and requirements of law with employers of their members.
8. Right of professional organizations to advocate the majority member opinion in all cases.\textsuperscript{21}

\textsuperscript{20}California Teachers Association, \textit{We Meet to Confer} (Burlingame: California Teachers Association, 1966), pp. 21-22.

WINTON ACT AMENDMENTS

On November 23, 1970, the first substantive amendments to the Winton Act since its adoption in 1965 became effective. Since the Winton Act became law, there have been many attempts to change, alter, or amend this bill. All of these efforts have failed until recently. Some individuals wanted to strengthen the Winton Act so that teachers would have more bargaining power, others wanted to amend the Winton Act so as to give more authority to the school boards.

Finally, after a flurry of bills introduced by various members of the state legislature, and some pressure by CTA, a compromise bill was reached. In the closing days of the 1970 legislative session two bills were amended so as to be identical. Both bills, Senate Bill 293 (Rodda) and Assembly Bill 820 (Russell) were passed by the legislature and were signed by the Governor. Technically, since the Governor signed AB 820 after signing SB 293, AB 820 is the amending vehicle.

These are the changes in the Winton Act:

1. Defines 'meet and confer' as follows: 'A public school employer, or such representatives as it may designate, and representatives of employee organizations shall have the mutual obligation to exchange freely information, opinions, and proposals; and to make and consider recommendations under orderly procedures in a conscientious effort to reach agreement by written resolution, regulation, or policy of the governing board effectuating such recommendations.'
2. Defines 'persistent disagreement' and provides that the district shall meet and confer with organization representatives regarding a procedure for the resolution of such disagreements, which shall be mutually acceptable to the parties. If no such procedure is adopted, any persistent disagreement, at the request of one of the parties, shall be referred to a committee of three. The committee makes non-binding recommendations for resolution.

3. Modifies scope of negotiations by providing that the district shall meet and confer on request 'with regard to PROCEDURES RELATING TO the definition of educational objectives, the determination of the content of courses and curricula, the selection of textbooks, and other aspects of the instructional program. . . .' (Capitalized words are the words added in 13085, the other language is in the existing law.)

4. Adds to 13080 a statement that it is the intention of the legislature not 'to restrict, limit, or prohibit the full exercise of the functions of any Academic Senate or faculty council established by a school district in a community college to represent the faculty in making recommendations to the administration and governing board of such school district with respect to district policies on academic and professional matters.'

5. Changes 'negotiating council' to 'certificated employee council.'

6. In Section 13085 changes 'A public school employer or the governing board thereof, or such administrative officer as it may designate, shall meet and confer . . . ' to read, 'A public school employer, or such representatives as it may designate, who may, but need not be, subject to either certification requirement or requirements for classified employees as set forth in this code, shall meet and confer . . . .'

7. Provides that 'This article shall be known and may be cited as the Gordon H. Winton, Jr. School Employer-Employee Relations Act, or the Winton Act.'

The California Teachers Association further reports on the amendments to the Winton Act by making these comments:

We believe that, on balance, these changes represent substantive gains for us. They are a far cry, of course, from the comprehensive changes that CTA proposed in its sponsored bill, Senate Bill 1193.

1. The definition of 'meet and confer' is a solid and significant improvement. Some boards contended that they were under no legal obligation to try to reach agreement—their only obligation was to meet and listen (defer?). There is now a clear obligation to make a conscientious effort to reach agreement. Furthermore, there is the obligation to have written resolution, regulation, or policy of the governing board effectuating the agreements. We believe that this should remove whatever imaginary legal obstacles may have existed to the adoption of written agreements or contracts.

2. The term 'persistent disagreement' is the definition of impasse. The law now mandates meeting and conferring on impasse procedures. Furthermore, the law requires that such procedure 'shall be mutually acceptable.' This precedent-shattering statement is the first admission that the meeting and conferring process is, or ought to be, a bilateral decision-making process. In the event that no mutually acceptable procedure has been adopted, then any persistent disagreement shall be resolved by a tripartite fact-finding panel empowered to make findings and recommendations. This amendment regarding impasse is a real breakthrough.

3. We are not happy with the attempt to limit the scope of negotiations. We believe, however, that the effect of the amendment is merely that procedures for the determination of educational objectives etc., is now the mandatory bargaining subject, but direct negotiation of educational objectives is not thereby precluded—it's just not mandatory any more.

4. We believe that the statement regarding Academic Senates is a helpful clarification of the relationship between such bodies and the negotiating council. It should not in any way hamper, but rather should enhance, negotiating councils in community college districts.

5. The change in name of the negotiating council in no way changes its function, and we recommend that no change in terminology be initiated by CTA chapters.

6. The changes in language regarding the district's representatives represents no change from present practice. This merely clarifies the right of the district to employ whomsoever it wishes to represent it at the bargaining table.
7. It is now official that the Winton Act may be called 'The Winton Act.'

As of this writing, it appears that another amendment of the Winton Act, sponsored by the CTA, and introduced by Assemblyman Townsend on April 16, 1971, is doomed to failure. Assemblyman Townsend's bill, AB 2833, failed to pass the Subcommittee on Administration and Personnel the previous week, but on July 13, 1971, it had been revived and was to have a special hearing before the Assembly Education Committee for a full hearing. The Legislative Counsel of the State of California has issued the following digest of Townsend's bill:

AB 2833, as introduced, Townsend (Ed.).
School employment: Collective negotiations.
Amends and adds various secs., Ed.C.
Makes present provisions of Winton Act applicable only to classified employees of school districts or of county superintendents of schools, and eliminates all provisions relating to certificated employees or the employment thereof from the scope of such provisions. Adds comprehensive new provisions to govern collective negotiations involving professional employees in education, and make same applicable to all levels of public education including school districts and colleges and universities.
Allows professional employees (as defined) in any school or educational institution to form, join, or assist a professional employees organization (as defined) for purposes of negotiating with boards of education (as defined) in order to protect and improve terms and conditions of their employment.
Prescribes rights, duties, and obligations of boards of education and professional employees organizations in relation to collective negotiation.
Creates Professional Educational Relations Commission. Defines powers of commission, including powers to resolve jurisdictional questions concerning

23 Ibid.
representation of employees in a particular unit, to appoint mediators in disputes concerning terms and conditions of employment, and to appoint fact-finding panels to resolve disputes.

Authorizes entry into agreements concerning terms and conditions of employment and authorizes such agreements to provide for arbitration and the utilization of designated judicial procedures in connection therewith. Provides for binding arbitration.

Authorizes strikes to establish, maintain, protect, or improve terms and conditions of employment, subject to specified limitations including power of commission to take specified action where public health or safety is involved.

Provides for numerous related matters.24

The Townsend bill was strongly backed by the CTA because it gave much more bargaining power to teachers and their negotiating or certificated employee council. It, at the same time, greatly curtailed the power of school boards of education. It creates an Educational Relations Commission to help resolve labor disputes by appointing mediators, it provides for binding arbitration, and authorizes, under certain circumstances, the right of teachers to strike. Such new and broad powers given to teachers would surely put the school board in a much more difficult situation than it finds itself under the present terms of the Winton Act.

IMPLEMENTATION OF THE WINTON ACT

Since the implementation of the Winton Act, school districts in California have had, as a rule, serious financial problems. As the results of these financial problems, and other factors, there have been many bitter labor disputes and some serious strikes in various parts of California.

The increase in membership of the AFT, especially in the large city schools, and a more militant attitude on the part of CTA may have played a part in some of the current unrest.

At first, there were some problems in the implementation of the Winton Act, especially since the AFT refused to cooperate and abide by the provisions of the Winton Act. Now almost all school districts abide by the provisions of the Winton Act. In August of 1968, the CTA research department released a survey of school districts and their implementation of the Winton Act. This study was made with the cooperation of the California Association of School Administrators.

A survey entitled, "Survey of the Implementation of the Winton Act" was sent to 1,151 school districts. The 790 school districts responding to this survey represented 93 percent of the a. d. a. in California schools for the 1967-1968 school year.
Of the 790 districts responding, 605 indicated that they had board adopted policies for employer-employee relations. This represents 77 percent of the districts in California responding to the survey in regards to administration of Education Code Sections 13080-13088 (The Winton Act).

Table 1
Board Adopted Employer-Employee Relations Policies

<table>
<thead>
<tr>
<th>Policy</th>
<th>A.D.A.Range</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Under 1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Yes</td>
<td>173</td>
<td>204</td>
</tr>
<tr>
<td>No</td>
<td>148</td>
<td>24</td>
</tr>
<tr>
<td>Totals</td>
<td>321</td>
<td>228</td>
</tr>
</tbody>
</table>

While the Winton Act requires the formation of a negotiating council if more than one certificated employee organization is in existence, the majority of districts had policies for the formation of negotiating councils even if only one certificated employee organization existed. This policy was in effect in 344 (56.9 percent) of the districts. 26

Other results from the CTA Survey were as follows:

1. Most school districts used a mathematical formula to determine representation on the negotiating council.

2. The method of appointment to the negotiating council by both the CTA and the AFT was mostly either done by the executive board or elected by the policy body.

3. In 283 (81.1 percent) of the districts, board policies have been adopted by which the superintendent represents the school board in meetings with the negotiating council. Many superintendents, however, feel that being the school board's representative puts them in an unfavorable light with teachers, and more recently, many school districts tend to hire an outside consultant to represent the school board. (See Table 2.)

26 Ibid.
Table 2

Representation of School Board at Meetings of Negotiating Council

<table>
<thead>
<tr>
<th>Represented by</th>
<th>A.D.A. Range</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25,000 + over</td>
<td>10,000</td>
</tr>
<tr>
<td>Superintendent</td>
<td>14</td>
<td>48</td>
</tr>
<tr>
<td>Other administrator</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Member of committee or school board</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Supt. designates one of his staff</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>No formal provision for representative</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Other</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>
4. In actual practice, the superintendent met most frequently with the negotiating council in "meet and confer" sessions. Superintendents meet with the negotiating councils 72.5 percent of the time.

5. In 66.2 percent of the time, the district representative to the negotiating council communicated his findings to the school board by means of oral reports.

6. In only 36.0 percent of the school districts is the term "good faith" used in the district negotiating policy.

7. Also, only 25.2 percent of school districts had the definition of "meet and confer" in board adopted policy.

8. In the large majority of districts, meetings of the negotiating council are "on call" rather than on a set weekly or monthly schedule. "On call" meetings were reported by 246 (70.5 percent) districts.

9. Meetings were generally called by the negotiating council rather than district representative. In 251 (71.9 percent) districts, meetings were called by the negotiating council. Meetings called by board representatives were reported by 129 (37.0 percent) districts.

10. The Survey showed that in most districts, submission of agenda items for meetings of the negotiating council with district representatives may be made by either the district representative or members of the negotiating
council. Over 70 percent of the districts reported submission of agenda items by these two groups of people. In 137 (39.3 percent) districts agenda items were submitted by local association representatives, and 48 (13.8 percent) districts reported that non-members of local associations and representatives of organizations not on the negotiating council also submitted agenda items.

Table 3
Submission of Agenda Items

<table>
<thead>
<tr>
<th>Submitted by</th>
<th>A.D.A. Range</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25,000 + over</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Under 1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>%</td>
</tr>
<tr>
<td>District Rep.</td>
<td>22</td>
<td>46</td>
</tr>
<tr>
<td>Local Assn. Rep.</td>
<td>11</td>
<td>22</td>
</tr>
<tr>
<td>Non-Member of Local Assn.</td>
<td>6</td>
<td>10</td>
</tr>
<tr>
<td>Members of Neg. Council</td>
<td>20</td>
<td>50</td>
</tr>
</tbody>
</table>

11. Responsibility for providing official records of meetings between the negotiating council and the district representatives was almost equally divided among the

27Ibid., pp. 8-12.
district, negotiating council, or a combination of both. In the 80 districts in which special minutes were provided by the school district, 50 (62.5 percent) of them required negotiating council approval of the minutes prior to their general distribution.

12. The board representative and negotiating council jointly prepare proposals and present them for consideration and ratification by the school board of education in 108 districts (30.9 percent). Jointly prepared proposals were presented by council representatives in 27 (7.7 percent) districts. Sixty-three districts (18.1 percent) reported that jointly prepared proposals were presented to the board by the board representative. In 54 (15.5 percent) districts negotiating council proposals were discussed with the board representative, however, no joint proposals were prepared. Twenty-three (6.6 percent) districts reported direct presentation of negotiating council proposals to the board without prior formal discussion with a board representative. In these districts "meeting and conferring" takes place directly with the board at board meetings.

13. Before making their presentation to the local board of education, 61.6 percent of employee organizations first go to the negotiating council.

14. Only 20 percent of school districts meet with teacher organizations not represented on the negotiating
15. Items jointly agreed to by the negotiating council and school board representative during the school year 1967-1968 and adopted by the school board were categorized into four major areas: salaries, personnel policies, curriculum and instruction, and pupil welfare.

Table 4
Successfully Negotiated Items

<table>
<thead>
<tr>
<th>Item</th>
<th>A.D.A Range</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25,000 + over</td>
<td>10,000</td>
</tr>
<tr>
<td>Salaries</td>
<td>15</td>
<td>25</td>
</tr>
<tr>
<td>Personnel Policies</td>
<td>17</td>
<td>28</td>
</tr>
<tr>
<td>Curriculum and Instruction</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Pupil Welfare</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>Other</td>
<td>2</td>
<td>6</td>
</tr>
</tbody>
</table>

*Percentages of the 349 districts reporting operating Negotiating Councils.

16. In the 605 districts having employer-employee relation policies, 315 (52.1 percent) reported a review and reassessment in good faith as their method in handling disagreements. Other methods reported included provisions for joint study committee, and board of review or
fact-finding panel to submit recommendations. Nine districts reported that a fact-finding panel was used to settle disagreements. In all nine of these districts, both the board and teacher organizations accepted the recommendations of the fact-finding panel.

Table 5
Policies for Handling Disagreements

<table>
<thead>
<tr>
<th>Policy</th>
<th>A.D.A. Range</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25,000 + over</td>
<td></td>
</tr>
<tr>
<td>Review and reassess in good faith by both</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>parties</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Under 1,000</td>
<td></td>
</tr>
<tr>
<td>Provision for joint study committee</td>
<td>17</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>78</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>86</td>
<td>315</td>
</tr>
<tr>
<td>Board of review or fact-finding panel that</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>may submit recommendations</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>49</td>
</tr>
<tr>
<td>No provisions for negotiation of disagreements</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>29</td>
<td>47</td>
</tr>
<tr>
<td></td>
<td>35</td>
<td>135</td>
</tr>
<tr>
<td>Other</td>
<td>3</td>
<td>8</td>
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28 Ibid., pp. 13-17.
Although the Winton Act has been in effect in California for the last few years, and similar legislation has been put into existence in other states, all is not smooth sailing in teacher-school board relations. Teacher strikes jumped 30 percent in 1969-70 school year, according to a report by the National Education Association. During the year there were 171 confirmed strikes. In 1968-69, there were 131 strikes. There were half as many strikes this past year as during the previous nine years.

At the same time, the number of school systems with teacher-school board negotiated agreements has more than doubled in the last three years, according to the National Education Association. Nearly 3,300 districts (53 percent of the school systems responding to a survey) has such agreements in 1969-1970, compared with 1,531 (25 percent of the respondents in 1966-67, when the first survey was made. 29

In California, the validity of the Winton Act has been tested in the California courts. In the spring of 1966, the California State Federation of Teachers filed suit in Ventura County against the Oxnard Elementary School District, charging, among other things, that the District Negotiations Policy was in violation of the Winton Act and that the Winton Act was unconstitutional and invalid.

An injunction and writ of mandate were sought. On September 1, 1967, judgment was entered and filed.

The judgment contains thirteen sections. The sections, generally speaking, deal with the specific charges and allegations in the complaint brought by the AFT. These sections deny all charges and ruled that the Winton Act is valid and constitutional.

The first court action involving the Winton Act, however, was initiated in October, 1965 by the Berkeley Federation of Teachers, Local 1078, AFL-CIO. An injunction was sought and received to prevent the Berkeley School District from conducting an election to determine representation on the negotiating council. The decision of the court granting the temporary and permanent injunctions was appealed. The decision of the Court of Appeal, State of California, First Appellate District, Division 2, was filed September 25, 1967.

The following pertinent extracts from the court decision are as follows concerning elections:

1. The Federation (Berkeley Federation of Teachers) argues that the election procedure is a proper and reasonable method, authorized by Section 13087, and necessitated by the fact that the Legislature has not defined 'member' and 'member in good standing' as used in that section with reference to the number of certificated employees in that district who are members in good standing of an employee organization which is to represent them with regard to all matters specified in Section 13085. We cannot agree.

2. Section 13085 does not provide for a negotiating council to represent all certificated employees of the district, but a negotiating council
composed of representatives of those employee organizations entitled to be represented on the negotiating council. Then Section 13085 provides that the members of the negotiating council are to be appointed, according to the proportionate allotment by the organizations representing certificated employees. Furthermore, while Section 13087 contemplates that a public school employer may establish procedures for determining which of its certificated employees are members of one or more employee organizations, an election is not such a procedure. . . . Under the Winton Act, an election is an inappropriate procedure to ascertain or verify membership in an employee organization.

3. Membership in voluntary unincorporated associations is a personal right based upon contract and can only be divested in the manner provided by the contract. Once acquired, membership in a labor organization is a property right that the courts will protect.

Furthermore, any action by a public school employer requiring a certificated employee who belongs to more than one organization to designate which single organization may count him as a member for purpose of representation on the negotiating council, would amount to an unwarranted interference by an employer with the relationship between the employee organization and its members. Such relationship is a contractual one that imposes duties as well as confer privileges on the member. Thus, where an employee joins an organization to count him as a member for the purpose of such representation, including participation in a negotiating council, can properly be implied from the membership relationship or imposed by the bylaws. Any interference with this contractual obligation by the public school employer would constitute at the most an actionable tort or at least an idle act, since the employee could refuse to make a choice between organizations. Even if such choice were made, each organization could rely on its contractual right to count the employee as a member.

Thus, the conclusion is inescapable that the legislature intended to bar representational elections from the field of public school employment and expressly rejected the collective bargaining approach of having a single employee organization represent all certificated employees.30

30 Hayward Unified Teachers Association, "Winton Act--Court Decision Regarding Elections" (Hayward: November, 1967), pp. 1-2. (Mimeographed.)
The trend lately, by teacher organizations, is to try to enter into Master Agreements with various school boards throughout California. The issue is slightly confused because recently Superior Court Judge Charles Stratton has overturned an agreement that ended the month long Los Angeles City teachers' strike by saying that the Board of Education cannot enter into a contract agreement with teachers:

Judge Stratton invalidated the strike settlement made between the school board and UTLA last May and issued injunctions prohibiting the board from any further collective bargaining negotiations with UTLA.

He ruled that 'unless specifically authorized by statute, public employees cannot strike nor collective bargain with a public employer' in California.

He added that the education code does not permit school boards to enter into collective bargaining contracts or make agreements providing for binding arbitration of grievances.31

The United Teachers of Los Angeles said they will appeal the case to a higher court. Robert Ranson, President of the United Teachers of Los Angeles made these comments on the judge's decision:

UTLA feels that it is extremely doubtful that Los Angeles teachers will sit idly by and allow their victories, won by more than a month of action and dedication, to be defeated in the courtroom.

The decision completely ignores the fact that nearly three-quarters of the nation's public school teachers, including teachers in seven other school districts in California, are covered by written, binding agreements with boards of education.32


32 Ibid.
Along the same lines, many leading educators feel that the rise in teacher militancy will lead to more strikes by teacher organizations. Recent strikes in Los Angeles, San Francisco, Daly City, and other cities seem to substantiate this fact. Some states are even considering giving teachers, under certain conditions, the right to strike. The first two state laws giving teachers a limited right to strike have been adopted in Hawaii and Pennsylvania. Both new laws permit teachers and other public employees to strike after exhausting mediation and fact-finding if the strike will not endanger the public health or safety.

In order to more fully implement the provisions of the Winton Act, the CTA has formed in April of 1970, a new Department of Negotiations. It will make available the full resources of the state staff of CTA. Initially, the Department of Negotiations will include five negotiation consultants, backed by public relations staff members, legal advisors and part-time assistants and consultants.

The Department of Negotiations will also avail itself to the full resources of the state professional staff which includes research, personnel standards, teacher education and instruction, human relations, higher education, salary, professional services and insurance experts.

The CTA also conducted training sessions at
Asilomar for chapter presidents and in-depth negotiations seminars for teacher leaders and staff members. These seminars were sponsored by NEA and the CTA's Department of Negotiations. Training sections covered such topics as organizing for negotiations, contract clauses and language, negotiation tactics, communications, and grievances and arbitration.33

The Department of Negotiations is under the direction of John Donaldson who said recently that the purpose of this new department was to implement the Winton Act. Mr. Donaldson also said:

We plan to develop enough of these hard-hitting, effective units so that no chapter or teacher in California will be without prompt help in dealing with school boards and administrations.

The emphasis in board-teacher relationships these days is on written contracts, and we will be ready to advise and help chapters in obtaining them as well as other teacher rights which have long been needed. Teachers will no longer go hat-in-hand when seeking these rights.

But this does not necessarily mean, more stress and confrontation in the schools. In fact, quite the opposite. Meetings as equals with trustees and arriving at written agreements which both sides then are pledged to honor, will give teachers more time and freedom to do the job in the classroom. Our teams have already been able to solve many district problems without resorting to sanctions or strikes, and as we perfect the process this should increase even more.34

The latest trend in negotiations by the negotiating council, under the terms of the Winton Act, is to try to

34 Ibid.
negotiate comprehensive agreements or master contracts. A master contract is a document that takes all the words said between a school board and a teachers association, and reduces the words to writing. The written document is signed by both groups. Both groups are then bound by the agreement.

The document delineates the obligations and responsibilities of a school board and a certificated staff in regard to wages and working conditions. The contract has built-in enforcement. The advantage of a master contract for teachers is that the school board must keep its word. With a master contract, a school board is obligated to follow the same policies and procedures for an agreed length of time. Any change of policy must be negotiated.

An example of a master contract is one that was signed between the Jefferson Classroom Teachers Association of Daly City and the local school board. Executive Secretary of the CTA, Jack D. Rees said about the agreement that it is "a significant step forward for the rights of teachers to negotiate with school boards, which will result in improved education throughout California."³⁵

Mr. Rees praised the written agreement between the school board and the Jefferson Classroom Teachers Association because, among others, it contains the

following conditions:

1. It helps establish the rights of teachers to enter into a comprehensive written agreement with their school boards on salaries, working conditions and a partnership in the formulation of educational policy.

2. It includes measures that recognize that the teachers can bring expertise to bear on the solution of educational problems.

3. It includes measures which CTA has been attempting to have enacted into state law. Among them: bilingual teachers in schools with a high enrollment of foreign language-speaking pupils, participation by teachers in policies that set the goals for in-service training.

4. Maximum class sizes, teachers included on committees for the selection of textbooks, supplies and to set professional standards.

5. Improved policies for sick, bereavement, sabbatical, religious holiday, court, and maternity leave. A hiring policy giving district substitutes first choice for full-time job openings, and that there be no recruitment outside of the state.

6. Pilot programs at two schools in which a council of teachers, community members, and administrators would recommend improved educational programs.

7. A 7.6 percent salary increase plus fringe benefit improvements, in which the district pays the cost of
medical insurance for the teacher and his family, and
dental insurance for the teacher.

8. Grievance procedure with binding arbitration,
mediation, which can include seeking the services of the
California conciliation service. 36

A strong advocate of master agreements for teachers
is Dr. Donald H. Wollett, legal counsel for CTA's new
Negotiations Department, and professor of law at the
University of California, who is considered by many to be
the nation's foremost expert in education negotiations law.
Recently he addressed a CTA workshop and made some
pertinent comments about what he believes to be developments
on the state level which will make the lives of teachers a
bit more hazardous, and a bit more insecure.

He outlines some of these developments as performance contracts, the voucher system, accountability,
coupled with lowered levels of state financial aid for
schools, and the attack on tenure. He called these new
developments which he said the governor seems to favor,
devices to move schools away from public education into the
hands of industry.

Professor Wollett, said about these same develop-
ments:

It will mean that the number of jobs in public
education will decrease. Couple that with the fact

36 Ibid.
that there is an over supply of teachers right now, in some districts, the job market becomes a very disturbing one, in terms of what's going to happen to teachers.37

Accountability, he goes on to say, raises all kinds of questions as to who is going to decide what the criteria are for measuring performance, and what kind of penalties will teachers suffer if they do not measure up. Of course, he added, this is the kind of thing that might end up spelled out in a master agreement.

The master agreement can be used as a tool by teachers. Any improvements teachers wish to see in their salaries, fringe benefits, working conditions, and in their district's educational policy can be negotiated in a master agreement. And if the agreement includes a grievance procedure and binding arbitration—which is legal—it can be enforced.

Professor Wollett said at a later day in a CTA conference in Oakland:

The only legal protection teachers have is the school board's restraint. I don't find that comforting. . . . We are moving toward a situation where a teaching job will be less secure. With more teachers and less jobs there is a movement to abolish tenure.38

He goes on to note that twenty-four bills were introduced in the California legislature last year to

37 CTA Action, October 23, 1970.
change drastically or abolish the present tenure law.

He goes on to comment:

Next year there will undoubtedly be more. If tenure is abolished, what will protect the career teacher? The motive to abolish tenure is to make education cheaper. . . . How do we protect ourselves? How do we survive? Nothing prevents the school boards from cutting back.39

He then says that comprehensive agreement, with binding grievance arbitration is the answer and can protect the teacher and provide a better educational climate for the children. Comprehensive, or master agreements can provide for any protection teachers want.

39 Ibid.
Chapter 3

THE WINTON ACT AS IT APPLIES IN THE HAYWARD UNIFIED SCHOOL DISTRICT

In the Hayward Unified School District, the negotiating council has nine members. Each organization seeking a seat on the negotiating council must verify the number of members it has by October 15. The school board then allots the seats by arithmetic computation. In order to get one seat on the council, a recognized employee organization must have at least one-eighteenth of the total combined membership. This year the Hayward Unified Teachers Association has seven seats on the negotiating council, while the Secondary Classroom Association of Teachers and the Hayward Guidance Association each received one seat.

How are Hayward teachers who belong to the Hayward Unified Teachers Association selected to the negotiating council? Nominations from the HUTA membership are first solicited. The Executive Board screens the candidates. The President then submits his recommendations to the Faculty Representative Assembly for ratification.

The criteria for selection of negotiating council members include:
1. The teacher must be a member of HUTA, CTA, and NEA, and must have been a member of HUTA for at least the past three years.

2. The teachers must have tenure status in the Hayward Unified School District.

3. The teacher may not hold membership in other organizations that are represented on the negotiating council.

4. The council should represent the greatest possible cross-section of the profession, and be very knowledgeable of HUTA's programs and goals.

5. The selection of members should ensure continuity of the group.¹

How is the negotiating council functioning in Hayward? Recently, the California Teachers Association issued a report on professional opportunities in various school districts. The CTA made these comments on Hayward:

The teachers association is carrying on good faith negotiations with the district administration and the board of education. The teachers association is most concerned that teachers be involved in the making of district policy and are willing to meet and confer in good faith at any time on any subject.

The administration and the board are generally willing to negotiate in good faith. However, it is generally felt that there is a serious communication lag from the negotiating council to the board's representative to the school board and back from the school board to their representative to the negotiating

council to the association. There is a need for improved policies and methods of communication.\textsuperscript{2}

The negotiating council in Hayward has been involved in many meetings with the school board. The main area of concern, generally speaking, has been with teacher salaries. Two other areas that received considerable consideration are human relations and curriculum development procedure for elementary and secondary levels.

One area of serious disagreement between the negotiating council and the board of education has been in implementing an agreement signed by the Hayward Board of Education and the teachers on May 1, 1969. The essence of this agreement is to complete negotiations on salary schedules each year prior to Easter vacation, commencing with the 1970-1971 schedules. Also, according to the negotiating council, the Hayward School Board has agreed to keep Hayward at the median of the one hundred point Bay Area Scorecard of school districts as determined by the published results of the California Teachers Association.

The negotiating council said that the Hayward School Board has refused to honor both parts of this written agreement. The School Board of Hayward, in turn, stated that it could not honor such an agreement, at this

time, because the Hayward School District has not money to furnish such pay raises, and, furthermore, the school district cannot complete a school financial budget before the Easter recess since the State of California has not completed its budget yet.

Besides the successful implementation of a district Human Relations Program, the negotiating council is meeting with the Hayward Unified School District Board to consider the following problems:

1. Hourly pay scales
2. Reinstatement of area chairmen
3. Reinstatement of elementary vice-principals
4. Sabbatical leaves
5. Budget allocation
6. School calendar
7. Grievance procedures
8. Certificated salary goals and schedule principles
9. Program and staff curtailments
10. Adjustment of instructional supply fund, K-12
11. Class size
12. Reinstatement of nurses
13. Negotiating council released time
14. Elementary preparation period
15. Curriculum development procedure for elementary and secondary levels
16. Proposals of administrative curtailments and satisfactory contingency agreement

17. Involvement of teachers in determination of budgetary and fiscal practices

18. Involvement of teachers in the decision-making process.

All the above items are under current discussions. Also, completed action between the negotiating council and the Hayward Unified School Board have been announced on these issues:

A. An adjustment of the salary schedule for Day Adult teachers and Licensed Vocational Nurses

B. A raise in salary for substitute teachers, both short and long term substitutes

C. A Human Relations Program which has been adopted that is essentially that which is proposed.  

To make the Winton Act more effective, the Hayward Unified Teachers Association has prepared a proposal for impasse procedure. This proposal has been sent to the certificated employee council, formerly the negotiating council. The intent of this impasse procedure is to provide a method for resolving persistent disagreements between the certificated employee council and the Board's

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3 Hayward Unified Teachers Association, "Negotiations Progress Report" (Hayward: March 16, 1970). (Mimeographed.)
representative. The process is in two steps: (1) mediation, and (2) fact-finding.

Mediation would involve an agreed upon disinterested person to serve as mediator, who would then familiarize himself with the issues and work with all parties to arrange a settlement of the dispute.

Fact-finding panels can vary in number of members; however, the Hayward Unified Teachers Association lean towards the use of three members. The negotiating parties each select a representative who is an advocate of the group he represents. These two persons mutually agree upon a third member. Together they will make inquiries, hold hearings, and investigate, which results in, hopefully, a report and recommendations to the parties for resolution of the impasse. ⁴

At the present time, according to the Executive Secretary of the HUTA, the Hayward Unified Teachers Association is working on a master agreement package. This type of master agreement is of the same type being sought by 53 percent of the state's teachers association to implement master agreements or improve upon existing ones. This figure includes some 135 CTA chapters representing over 50 percent of CTA's affiliate members.

The Hayward Unified Teachers Association's master

agreement is similar to several being sought in Northern California districts, such as San Juan, San Jose, Palo Alto, Milpitas, Fremont, Santa Clara, Cupertino, Mt. Diablo, Santa Rosa, and Stockton.

Elements of what will become HUTA's master agreement proposal are in various stages of preparation. Subcommittees have been drafting personnel policy and procedure sections. The grievance committee is studying ways of improving the grievance process. The salary committee has been doing research on salary and cost items.

HUTA's master agreement development plans include the circulation of initials drafts of the proposed sections for teacher study and reaction, a review of suggestions from teachers to committees, and the formal process of association policy adoption by the Faculty Representative Assembly and referral to the negotiating council.

The reason teachers in Hayward want a master agreement is because they feel that the master agreement is a remarkable tool for improving education and the status of teachers. They want a signed agreement between the local board and the local teachers' association that will cover all aspects of conditions of work and the educational program of the district. Teachers feel that the master agreement will enhance education in Hayward and wherever it is implemented.

There is some question regarding the legality of
master contracts. The California Teachers Association insists that master contracts are valid and legal despite a recent ruling by a local judge declaring the master contract or agreement between the Jefferson Elementary School Teachers Association and the Daly City School Board as invalid.

The ultimate decision regarding the legality of master contracts must be decided by the courts or judicial branch of the California State government.

This writer contacted the legal department and the research department of the state headquarters of the California Teachers Association in Burlingame, California, and asked for a written opinion, statement, or document regarding the validity of master contracts or agreements.5

The California Teachers Association legal staff said they could not, at this time, issue any written statement regarding the validity or legality of master contracts since they are in the process of preparing litigation in this matter.6

However, a copy of Judge Melvin Cohn's Court Judgment denying the validity of master contracts and his reasons for his decision follows.

5 Personal correspondence between the California Teachers Association, Bay Section, Burlingame, and the writer, December 29, 1971.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

JEFFERSON ELEMENTARY SCHOOL
DISTRICT,

Plaintiff,

vs.

JOAN BENT, et al,

Defendants.

This matter came on for trial on February 11, 1971,
May 7, 1971, August 4, 1971, and on September 3, 1971, before
the Court without a jury. KEITH C. SORI~SON, District Attorney
of the County of San Mateo, by JAMES W. FOLEY and KEITH V.
BREON, Deputy District Attorneys, appeared as attorneys for
plaintiff, and PETER T. GALLAND, Esq., appeared as attorney
for defendants. The Court having heard argument and having
examined the proofs offered by the respective parties, and the
Court being fully advised, and having filed herein its findings
of fact and conclusions of law, and having directed that
judgment be entered in accordance therewith;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
memorandum of agreement entered into on September 10, 1970,
between plaintiff Jefferson School District and defendant
Negotiating Council, representing the certificated employees,

KEITH C. SORI~SON
is void and therefore not binding upon plaintiff district.

IT IS FURTHER ADJUDGED AND DECREED that since the memorandum of agreement, in total, is not binding upon plaintiff district, the provision providing for binding arbitration of grievances is not binding.

IT IS FURTHER ORDERED that plaintiff recover from defendants costs in the amount of $134.80.

DATED: __________________________

________________________________
JUDGE OF THE SUPERIOR COURT
PROOF OF SERVICE BY MAIL

JEFFERSON ELEMENTARY SCH. DIST v BENT

ACTION NO. 158146

I am a citizen of the United States and a resident of the County of San Mateo, State of California. I am over the age of eighteen years and not a party to the within action. My business address is Hall of Justice and Records, Redwood City, California.

On December 21, 1971, I served the within form of Judgment together with Memorandum of Costs and Disbursements on the

defendants

in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States post office mail box at Redwood City, California, addressed as follows:

Peter T. Galasso
Attorney at Law
1705 Murchison Drive
Burlingame, CA 94010

I certify under penalty of perjury that the foregoing is true and correct.

Dated: December 21, 1971
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

JEFFERSON ELEMENTARY SCHOOL DISTRICT

vs.

JOAN BENH

No. 155146

MEMORANDUM DECISION

The facts in this matter are not in dispute. Both sides generally agree that on September 10, 1970, the Negotiating Council representing the certificated employees and the Board of Trustees for the Jefferson Elementary School District entered into a "memorandum of agreement". The document was executed by single representatives of each group. Later that same day the Board of Trustees "ratified" the said "memorandum of agreement". Soon after the memorandum was ratified a dispute arose between the certificated employees and the School Board over the interpretation of the agreement. Plaintiff, the School District, has asked for a declaration as to the validity and effectiveness of the above mentioned memorandum of agreement. Plaintiff contends that the parties purported to enter into a binding bilateral contract; that their efforts on that behalf were good and ineffectual for all purposes. Defendants contend that this document does not purport to be a contract but rather a proposal of terms to be adopted by the Board of Trustees as part of its rules and regulations, and thereby incorporated into the
Individual contracts of employment with each certificated employee of the district. They further contend that ratification of the Board accomplished this result.

Before discussing the contentions of the parties, an explanation of some of the legal background is essential.

The California Legislature has enacted a special statutory scheme, commonly referred to as the Winton Act, to govern employment relations between certificated employees and school districts. (See Education Code Sections 13085 and 13086.) The Winton Act sets up a system which is not found in any other employment relationship. It is clear that the Legislature intended that traditional collective bargaining concepts not be applied to this relationship. (California Federation of Teachers v. Oxnard, 272 C.A.2d 514) The act contemplates great freedom of public school employees to join and participate in the activities of employee organizations of their own choosing or to refuse to join or participate and represent themselves individually in their employment relations. It further contemplates representatives of employee organizations meeting and conferring with representatives of a public school employer or, in the event that there is more than one employee organization representing certificated members, representatives of such employee organizations meeting with the public school employer through a certificated employee council. The matters to be discussed range from employment conditions and employee and employer relations to the definition of education objectives, the determination of the content of courses and curricula, the selection of textbooks, and other aspects of the instructional program "to the extent such matters are within the discretion of the public school employer or governing board under the law." (Education Code Section 13085.)
Thus the Legislature did recognize that teachers have views and demands which should honestly be considered by school boards. At the same time, it has long been well settled that powers conferred on public agencies and officers which involve the exercise of judgment or discretion are in the nature of a public trust and cannot be surrendered or delegated in the absence of statutory authorization. (California School Employees Association v. Personnel Commission, 3 C.3d 139; Schechter v. County of Los Angeles, 258 C.A.2d 351.) This limitation on the delegation of powers having been the California law for many years was inferentially in the Winton Act when the so-called "memorandum of agreement" was entered into, and the said limitation was placed specifically in the Winton Act some two and a half months later by Amendment to Education Code Section 13088, which specified that the Winton Act "shall not be construed as prohibiting a school employer from making the final decision with regard to all matters specified under Section 13085."

Plaintiff argues that the "memorandum of agreement" is the product of a collective bargaining procedure in an attempt to forestall a labor dispute by means of a one year contract binding on both parties. Plaintiff points to language in the memorandum of agreement, e.g., that it was "entered into", that it has a one year duration, that it cannot be changed without ratification by both parties and that its provisions are considered to be deleted if found to be illegal.

On the other hand, the document provides for the adoption of the provisions of the agreement by the Board as part of its rules, regulations and policies, and that it thus be incorporated into the contracts of all teachers employed by the District. This might indicate that the document was to have no effect in itself.
Defendants apparently take the position that the memorandum of agreement is not a binding contract but that somehow because the Board ratified it that it the ropon became binding without being a contract. This theory seems to be completely untenable.

In the first place, the memorandum of agreement deals with negotiating procedures, grievance procedures, teaching hours, class size, teaching conditions, school supplies, teacher evaluation, promotions, transfers, leaves, hiring and recruiting, and textbooks, as well as salaries and many other topics. In the court's opinion, Article II, Subsection (1) of the agreement which states "no change, revision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by the Board and Negotiating Council (emphasis mine) and endorsed in writing thereon by the Board's representative and the chairman of the negotiating council or its Chief Negotiator, respectively". In the court's opinion, to give effect to this agreement, contract, memorandum or whatever one wants to call it would be a clear delegation of the board's discretionary powers and would be a clear violation of California law as codified subsequently in Section 15008 of the Education Code.

Furthermore, the Board of Education is a governmental entity with very limited powers granted to it by the legislature. The Board has only such powers as are expressly granted by statute or necessarily implied from such specific grant of authority. (California School Employees Association v. Willets Unified School District, 243 C.A.2d 776. Fatesen v. Board of Trustees, 157 C.A.2d 611) Various sections of the Education Code provide for contracts into which a school board may enter. The statutes vest no power to execute a contract away that which is in their legislative authority, i.e., those matters
which the Education Code dictates be dealt with by resolution, rules and regulations of a school district.

A school board is clearly charged with the duty to "fix and prescribe the duties to be performed by all persons in public school service in the school district." (Education Code Section 331) "The board is to 'prescribe rules not inconsistent with law or with the rules prescribed by the State Board of Education for the government and discipline of the schools under its jurisdiction." (Education Code Section 1052) When these sections are interpreted in conjunction with the Hinton Act, it becomes apparent that the Legislature intended that a school board have a unilateral authority to determine the rules, regulations and policies of a school district.

The issue raised in this case centers around Article V, Section 9(b) of the memorandum of agreement which provides for binding arbitration of grievances. Since it is the court's position that the memorandum of agreement as a binding contract is void, the matter thereof becomes moot. However, it should be noted that Education Code Section 12087.1 now provides for non-binding arbitration of "persistent disagreements" at the negotiating council level.

In the court's view, in the last analysis, the Legislature has taken the position that school boards should be interested in and give consideration to the opinions of the professional staff in the operations of schools. However, it seems to the court that the Legislature is also quite clearly saying that school boards, having been elected by the people and being responsible to the people, should and must have the final responsibility for decisions that are made.
Let judgment be entered accordingly that the memorandum of agreement dated September 10, 1970 is not binding upon the school board.

Dated: December 12, 1971

[Signature]
Judge of the Superior Court
Chapter 4

DESIGN OF THE STUDY

DEVELOPMENT OF THE QUESTIONNAIRE

Two main sources or areas of information were employed in developing the questionnaire. A review of the educational literature pertaining to the Winton Act, especially the research being done by important educators and lawmakers concerning the implications and interpretations of the Winton Act; the opinions, suggestions, and recommendations of knowledgeable people deeply concerned and connected with the operation of the Winton Act.

Based on information obtained from the above two sources, a two page, three part questionnaire was developed. Part one asked the individual to indicate his or her sex, teaching assignment or administrator designation, years of teaching experience, and membership in professional organizations.

The second part of the questionnaire directed the individual to check one out of five positions that he or she had taken in regards to fifteen key questions concerning the Winton Act. These fifteen questions were selected or developed to find out how educators have
perceived the Winton Act as it applied to their actual teaching or administrative positions in the Hayward Unified School District.

The third or last section of the questionnaire was an open-ended or comment section where individuals were encouraged to express their opinions on any aspect of the Winton Act that had strong meaning to them or to make some written contribution on any item concerning the Winton Act as it applied to their particular situation.

Before the final questionnaire form was decided upon, a preliminary form was developed and given to several concerned individuals for comments and suggestions. Among those contacted were:

1. The Assistant Superintendent of the Hayward Unified School District
2. The Personnel Director of the Hayward Unified School District
3. The President of the Hayward Unified Teachers Association
4. The Executive Secretary of the Hayward Unified Teachers Association
5. Selected key teachers.

Their recommendations and comments led to the rewording and revising of parts of this instrument. (A copy of the questionnaire will be found in the appendix.)
SAMPLE POPULATION

Three hundred and ninety-one questionnaires were sent out on May 18, 1970. Permission was given by the Assistant Superintendent of the HUSD to distribute the questionnaire and to send them through the district mail system. The questionnaires were distributed, at random, to the following areas:

1. elementary schools
2. junior high schools
3. senior high schools
4. selected central office personnel.

This represented a good cross section of educators, as there were thirty-five elementary schools, seven junior high schools, and four regular high schools in the Hayward Unified School District. Included in each questionnaire was a letter of explanation and instruction and a self-addressed return envelope to be used in the district mail.

In addition, the writer of this thesis visited the principal of each school that received the questionnaire for a conference. It was explained to the principal of each school the purpose of the questionnaire. It was further suggested that the questionnaire be discussed and distributed at their regularly scheduled faculty meeting. Most principals agreed to this procedure. A follow-up visit, and a letter was sent out on June 1, to remind those
who may have forgotten about the questionnaire.

The questionnaires were sent out to approximately 40 percent of the teachers in the Hayward Unified School District. Despite vigilance on the part of this writer, only about 131 completed questionnaires were returned. This was a significant fact in itself, as it will be pointed out later on, that this indicated a lack of concern or awareness on the part of some teachers in regard to the Winton Act.

One hundred and thirty-one questionnaires represented about 33 percent return of the questionnaires sent out. About sixteen questionnaires had to be discarded because they were incomplete or lacked vital information.

IN-DEPTH INTERVIEWS

In addition to the questionnaires, an in-depth interview was held with twenty-three certificated personnel in the Hayward Unified School District and one member of the Hayward Unified School District's Board of Education. At the time of the interview, he was president of the school board. The interviews were, generally speaking, held with key administrators and teachers who had served on the negotiating council, and with teachers who were officers in various teachers' organizations in the district. Also, for the purpose of contrast some interviews were held with teachers and a few administrators who were not office
holders in any professional organization or who had not served on negotiating committees.

It was extremely difficult to interview some of the certificated personnel because, unfortunately, some of them had little knowledge and little interest or concern for the Winton Act. Some fifteen attempted interviews had to be disregarded or could not be conducted because of the attitude of those being interviewed.

A guide or format was used for every interview. (A copy of this interview guide will be found in the appendix.) The format or guide consisted of selected questions based upon the results of the returned questionnaires.

Besides asking the interviewed individual predetermined questions, each individual was given complete freedom to express himself on any aspect of the Winton Act or employer-employee relations as it affected him or his contemporaries in the Hayward Unified School District. Just as in the case of the questionnaire, all interviews were strictly confidential and the person's identity remained anonymous. It was hoped that since everyone was given complete anonymity, the interviews would be more meaningful and useful.

By discussing with these certificated personnel in Hayward their perceptions of the Winton Act, it was hoped that additional significant information and further insight
could be gained concerning the problem being studied. It was further hoped that a subjective situation, such as an interview, would allow the individual in question, more freedom of expression, and a more relaxed atmosphere in which to express his opinions. The results of the interviews will be discussed later on in this chapter.

ANALYSIS OF THE QUESTIONNAIRE RESPONSES

A detailed analysis of the number of questionnaires returned by teachers is found in Table 6. Table 6 reveals that sixty-four men returned their questionnaires. This represents 58 percent of the returns. This compares to a return of forty-six questionnaires from women, or 42 percent. Also of interest, is the fact that most of the returns came from teachers with ten or more years of teaching experience. For teachers, fifty-seven out of the 110 questionnaires returned indicated that these teachers had ten or more years of teaching experience. This represents 52 percent of the returns.
Table 6

Number of Teachers Returning Questionnaires; Tabulated by Sex, Teaching Level, and Years of Experience

<table>
<thead>
<tr>
<th>Teaching Level</th>
<th>Years of Experience</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-3</td>
<td>4-9</td>
<td>10+</td>
<td>1-3</td>
</tr>
<tr>
<td>Elementary</td>
<td>-</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Junior High</td>
<td>3</td>
<td>10</td>
<td>21</td>
<td>2</td>
</tr>
<tr>
<td>High School</td>
<td>4</td>
<td>9</td>
<td>13</td>
<td>5</td>
</tr>
<tr>
<td>Total</td>
<td>7</td>
<td>21</td>
<td>36</td>
<td>9</td>
</tr>
</tbody>
</table>
For administrators, in Table 7, 85 percent of the returns came from men. This represents a return of eighteen of the twenty-one questionnaires. Only three of the questionnaires came from women in administrative positions. As with the teacher returns, most of the administrators who returned their questionnaire had ten or more years of experience in their position. Administrators with 10 or more years of experience who returned their questionnaires numbered 68 percent.
<table>
<thead>
<tr>
<th>Level of Administrator</th>
<th>Years of Experience</th>
<th></th>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-3</td>
<td>4-9</td>
<td>10+</td>
<td></td>
</tr>
<tr>
<td>Elementary</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Junior High</td>
<td>-</td>
<td>2</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td>-</td>
<td>3</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Central Office</td>
<td>-</td>
<td>-</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>-</td>
<td>5</td>
<td>13</td>
<td>21</td>
</tr>
</tbody>
</table>
Table 8 lists the returns by membership in professional organizations. Most of the returns came from members of the Hayward Unified Teachers Association. Also of interest was the fact that twenty-three teachers who returned questionnaires belonged to more than one professional organization.

As far as the administrators are concerned, in regard to professional organizations, more than half of them belonged to professional organizations. Thirteen administrators belonged to the Hayward Unified Teachers Association, but no administrator belonged to any other teacher group, such as the American Federation of Teachers, or the Secondary Classroom Association of Teachers.

Table 8

Number of Teachers Returning Questionnaires Based Upon Membership in Professional Organizations

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Single Org. Only</th>
<th>Combined Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUTA</td>
<td>77</td>
<td>HUTA &amp; SCAT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>SCAT</td>
<td>22</td>
<td>HUTA &amp; SCAT &amp; AFT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>AFT</td>
<td>8</td>
<td>HUTA &amp; HGA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>HGA</td>
<td>2</td>
<td>SCAT &amp; AFT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>None</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>110</strong></td>
<td><strong>Total 23</strong></td>
</tr>
</tbody>
</table>
The results of the questionnaire are presented in the following completed questionnaire. In each box, the total percentages are listed on top, and below, in the same box, are listed the number of certificated personnel who checked or marked each box. Altogether, as was said previously, 131 questionnaires were returned, 110 from teachers and twenty-one from administrators.
QUESTIONNAIRE

Teacher Perception Toward the Winton Act and the Negotiating Council

Directions: Check each appropriate item.

Sex:
- Male
- Female

Present Grade Level Assignment:
- K-6
- 7-8
- 9-12
- Administration

Total Years of Teaching Experience:

Total Years of Administration Experience:

Membership in Professional Organizations:
- CTA
- HUTA
- SCAT
- AFT
- Others

Directions: Please check one of the five positions for each statement.
<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Without the Winton Act, no significant gains in salaries and working conditions would have been made by teachers in the HUSD during the last few years.</td>
<td>8%</td>
<td>25%</td>
<td>23%</td>
<td>17%</td>
<td>27%</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>33</td>
<td>30</td>
<td>22</td>
<td>35</td>
</tr>
<tr>
<td>2. Present negotiation provisions of the Winton Act provide a satisfactory means by which teachers can become greater participating members in educational decision making.</td>
<td>2%</td>
<td>27%</td>
<td>34%</td>
<td>25%</td>
<td>12%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>36</td>
<td>44</td>
<td>32</td>
<td>16</td>
</tr>
<tr>
<td>3. The Winton Act and its provision for a negotiating council is the best method devised so far for meaningful negotiation with the board of education.</td>
<td>11%</td>
<td>41%</td>
<td>12%</td>
<td>20%</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>53</td>
<td>16</td>
<td>26</td>
<td>22</td>
</tr>
<tr>
<td>4. Negotiating council meetings have usually been valuable and productive.</td>
<td>4%</td>
<td>23%</td>
<td>34%</td>
<td>21%</td>
<td>18%</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>30</td>
<td>45</td>
<td>28</td>
<td>23</td>
</tr>
<tr>
<td>5. The negotiating council meets a need for expression by the classroom teacher.</td>
<td>4%</td>
<td>47%</td>
<td>18%</td>
<td>15%</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>61</td>
<td>23</td>
<td>20</td>
<td>22</td>
</tr>
</tbody>
</table>
6. The activities of the negotiating council have tended to bring the school board, the administration and the teachers closer together.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>6%</td>
<td>12%</td>
<td>37%</td>
<td>30%</td>
<td>15%</td>
</tr>
</tbody>
</table>

7. The advantages of a negotiating council have outweighed the disadvantages.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>7%</td>
<td>48%</td>
<td>14%</td>
<td>13%</td>
<td>18%</td>
</tr>
</tbody>
</table>

8. The Winton Act (AB 1474) was necessary legislation in school board-administration-teacher relationships.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>9%</td>
<td>45%</td>
<td>13%</td>
<td>10%</td>
<td>23%</td>
</tr>
</tbody>
</table>

9. The negotiating council activities have improved personnel relations in our district.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>2%</td>
<td>14%</td>
<td>42%</td>
<td>18%</td>
<td>24%</td>
</tr>
</tbody>
</table>

10. The negotiating council has contributed to the formulation of educational policy in our district.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>3%</td>
<td>34%</td>
<td>24%</td>
<td>14%</td>
<td>25%</td>
</tr>
</tbody>
</table>

11. The trend in present school negotiations indicate that the Winton Act has long range values for California education.

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Uncertain</th>
</tr>
</thead>
<tbody>
<tr>
<td>5%</td>
<td>33%</td>
<td>15%</td>
<td>17%</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>Strongly Agree</td>
<td>Agree</td>
<td>Disagree</td>
<td>Strongly Disagree</td>
</tr>
<tr>
<td>---</td>
<td>----------------</td>
<td>-------</td>
<td>----------</td>
<td>-------------------</td>
</tr>
<tr>
<td>12. Pressure on the school board and the administration has been increased as a result of the Winton Act.</td>
<td>8%</td>
<td>49%</td>
<td>17%</td>
<td>12%</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>64</td>
<td>22</td>
<td>16</td>
</tr>
<tr>
<td>13. Additional legislation is needed to strengthen negotiation procedures.</td>
<td>59%</td>
<td>26%</td>
<td>5%</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>78</td>
<td>33</td>
<td>6</td>
<td>-</td>
</tr>
<tr>
<td>14. Undesirable long range consequences will be a result of the Winton Act.</td>
<td>9%</td>
<td>9%</td>
<td>32%</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>13</td>
<td>41</td>
<td>11</td>
</tr>
<tr>
<td>15. The Winton Act, generally speaking, has been a failure.</td>
<td>13%</td>
<td>20%</td>
<td>33%</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td>18</td>
<td>27</td>
<td>42</td>
<td>9</td>
</tr>
</tbody>
</table>

Note: Percentages rounded off to nearest whole number

(Please make any remarks you consider pertinent.)
Some general comments and highlights about the questionnaire are as follows:

1. Many teachers indicated that they did not know what the Winton Act was or how it operated in the Hayward Unified School District, so it was difficult for them to answer the questionnaire, especially question 1.

2. The trend to repudiate or reject the Winton Act was unanimous by members of the American Federation of Teachers in reply to all the questions regarding the Winton Act.

3. The members of the Secondary Classroom Teachers Association, generally speaking, were more militant in their responses than members of the Hayward Unified Teachers Association, but not quite as hostile toward the Winton Act as were the members of the American Federation of Teachers.

4. On the other hand, many of the members of the Hayward Unified Teachers Association seemed indifferent or uncertain toward the Winton Act. In the total replies to all questions, 1 through 15, nearly 73 percent of the uncertain answers came from members of HUTA.

5. The group that had the most faith in the Winton Act were the administrators. They tended to react favorably toward the Winton Act. An example of this was question 1 on the questionnaire. Thirteen of the twenty-one administrators (62 percent) felt that the Winton Act
helped teachers make significant gains in the Hayward Unified School District.

6. Some of the more caustic and bitter comments about the effectiveness of the Winton Act was made by members of the American Federation of Teachers.
Chapter 5

STUDY OF THE DATA

The Chi Square Statistic has been applied to the fifteen questions and responses since there were differences of opinion and/or concern, in order to determine if the differences were, in fact, significant. All of the fifteen questions were amenable to analysis by means of the Chi Square technique.

With one degree of freedom, the Chi Square Statistic shows that 3.84 is at the 5 percent level of significance and 6.64 is at the 1 percent level of significance. Therefore, anything which is less than these levels can be attributed to chance.

The following formula was used:

\[ x^2 = \sum \frac{(O-E)^2}{E} \]

where \( O = \) observed frequency in the category
\( E = \) expected frequency

In all of the questions, except 1, 3, 5, 10, 11, and 15, the significance at the 5 percent level exceeds the required value for \( x^2 \) of 3.84. In questions 1, 10, 11, and 15, the null hypothesis cannot be rejected and we conclude that there is not a significant departure from chance.
Both favorable responses, "strongly agree and agree" were combined. Both unfavorable responses "disagree and strongly disagree" were combined. The "uncertain" category was ignored in this analysis.

Question 1

Without the Winton Act, no significant gains in salaries and working conditions would have been made by teachers in the HUSD during the last few years.

Overall, forty-four educators agreed with the statement. Applying the Chi Square Statistic, it should be noted that .25 is less than 3.84, and consequently this difference can be attributed to chance. Thence, it is not possible to attribute either support or non-support to this question on the part of the total group.

\[ x^2 = \frac{(44-48)^2}{48} = \frac{(4)^2}{48} = \frac{16}{48} = .25 \]

Consistent with the purpose of this thesis to determine perceptions of the overall certificated staff toward the Winton Act, no attempt will be made to differentiate perceptions among sub-groups in this or subsequent analyses.

On the other hand, 100 percent of the members of the American Federation of Teachers, and 80 percent of the members of the Secondary Classroom Association of Teachers who answered question 1 felt that the Winton Act did not help them make significant gains in the HUSD. As stated previously, the administrators felt, however, that the
Winton Act did help teachers make significant gains. (62 percent.)

Question 2

Present negotiation provisions of the Winton Act provide a satisfactory means by which teachers can become greater participating members in educational decision making.

The replies to question 2 indicated that the majority of educators felt that the Winton Act had not given teachers a chance to participate in the decision making process. Of the respondents, 59 percent felt this way, including 100 percent or all the members of the American Federation of Teachers, and 71 percent of the members of the Secondary Classroom Association of Teachers. Only 29 percent of respondents, on the other hand, felt that the Winton Act helped teachers toward greater participation in educational decision making. Uncertain about this question were 12 percent of the educators.

\[
\frac{(39-57.5)^2}{57.5} = \frac{(18.5)^2}{57.5} = \frac{342}{57.5} = 5.95
\]

In this problem 5.95 is greater than 3.84, thus the null hypothesis can be rejected at the 5 percent level. Therefore, there is a significant difference in the response.

Question 3

The Winton Act and its provision for a negotiating council is the best method devised so far for meaningful negotiation with the board of education.
In regard to this question, 52 percent of the replies indicated that the Winton Act was the best method so far devised to negotiate with the school board. There were 65 percent of the members of the HUTA who felt this way, as well as 76 percent of the administrators. Disagreeing with this question were 32 percent of the replies and 16 percent were uncertain.

On the other hand, members of the AFT strongly felt, in their written comments, that the negotiating council was not the best method devised so far for meaningful negotiation with the school board because it puts power in the hands of the school board and gives the school board an overwhelming advantage in negotiations. Seven out of the eight AFT members felt this way for a percentage rate of 88 percent.

\[
\frac{(67-54.5)^2}{54.5} = \frac{(12.5)^2}{54.5} = \frac{156}{54.5} = 2.87
\]

In this problem 2.87 is less than 3.84, thus the difference can be attributed to chance.

**Question 4**

Negotiating council meetings have usually been valuable and productive.

Generally speaking, more than half of the replies indicated that meetings of the negotiating council had not been valuable and effective. As a whole, 55 percent of the educators felt this way. Of the replies, 27 percent agreed
with the question and 18 percent were uncertain.

As usual, 100 percent of the AFT members felt that meetings of the negotiating council had not been valuable and effective, as well as 82 percent of the members of SCAT. On the other hand, 59 percent of the administrators felt that the meetings of the negotiating council had been valuable and productive.

\[
\frac{(35-54)^2}{54} = \frac{(19)^2}{54} = \frac{361}{54} = 6.69
\]

In this problem 6.69 is greater than 6.64, thus the null hypothesis can be rejected at the 1 percent level. Therefore, there is a significant difference in the response.

**Question 5**

The negotiating council meets a need for expression by the classroom teacher.

As a whole, 51 percent of the respondents felt that the negotiating council meets the need for expression by the classroom teacher. With this question, 33 percent of the replies disagreed and 16 percent were uncertain.

The teachers who belonged to the Hayward Unified Teachers Association supported the question by a vote of forty-six members or 60 percent. Many teachers stated in their written comments that the negotiating council is the real, only voice they have to get their point across.

\[
\frac{(66-54.5)^2}{54.5} = \frac{(11.5)^2}{54.5} = \frac{132}{54.5} = 2.43
\]
In this problem 2.43 is less than 3.84, thus the difference can be attributed to chance.

**Question 6**

The activities of the negotiating council have tended to bring the school board, the administration and the teachers closer together.

Of the returned questionnaires, 67 percent indicated that the activities of the negotiating council did not bring the school board and the certificated personnel closer together. Only 18 percent of the replies agreed with the question, and 15 percent were uncertain.

Many written comments by several teachers indicated strong feelings about this matter. Many stated, in their returned questionnaires, that the Winton Act has, in their opinion, driven a wedge between teachers and board members in the Hayward Unified School District.

The American Federation of Teachers' members bitterly criticized the negotiating council as an ineffective tool manipulated by the local school board at will.

Many teachers, from all professional groups, feared that the Winton Act tended to breed suspicion and mistrust between teachers and board members. Many teachers also seemed to give the impression that the Winton Act creates a climate in which the school board treats teachers with contempt.
\[
\frac{(24-56)^2}{56} = \frac{(32)^2}{56} = \frac{1024}{56} = 18.29
\]

In this problem 18.29 is greater than 6.64, thus the null hypothesis can be rejected at the 1 percent level. Therefore, there is a significant difference in the response.

**Question 7**

The advantages of a negotiating council have outweighed the disadvantages.

As a whole, 55 percent of the educators indicated agreement with the idea that the advantages of the Winton Act outweighed the disadvantages. All eight members, (100 percent of the membership) however, felt differently and disagreed with this question. Also, more than half of the members of SCAT disagreed with this question.

\[
\frac{(70-53.5)^2}{53.5} = \frac{(16.5)^2}{53.5} = \frac{272}{53.5} = 5.09
\]

In this problem 5.09 is greater than 3.84, thus the null hypothesis can be rejected at the 5 percent level. Therefore, there is a significant difference in the response.

**Question 8**

The Winton Act (AB 1474) was necessary legislation in school board-administration-teacher relationships.

Of the returned questionnaires, 54 percent indicated that the Winton Act, in their opinion, was necessary legislation for teachers in their dealings with
the school board. With this question, 23 percent disagreed and 23 percent were undecided.

However, almost all of the comments made by the respondents indicated that the Winton Act was too weak and not strong enough to be truly effective for teachers.

The main objection running throughout most of the comments, was the lack of procedures to avoid an impasse and a lack of binding arbitration in an unresolved dispute. Many teachers say that under the procedures of the Winton Act all the school board has to do is to listen to the teachers, and do nothing else. In other words, many teachers say that the Winton Act leaves the balance of power tipped toward the school board.

\[
\frac{(72-51)^2}{51} = \frac{(21)^2}{51} = \frac{441}{51} = 8.65
\]

In this problem 8.65 is greater than 6.64, thus the null hypothesis can be rejected at the 1 percent level. Therefore, there is a significant difference in the response.

**Question 9**

The negotiating council activities have improved personnel relations in our district.

Only 16 percent of the educators agreed with this question, while 60 percent disagreed with this question, and 24 percent were undecided. Most of the written comments indicated that the activities of the Winton Act
and its provisions for a negotiating council leaves the teachers frustrated because the negotiating council makes reasonable proposals and negotiate in good faith with the school board who then ignore and reject what the negotiating council desired. This tends to create, according to some teachers, bitter feelings and angry individuals.

\[
\frac{(21-49.5)^2}{49.5} = \frac{(28.5)^2}{49.5} = \frac{812}{49.5} = 16.40
\]

In this problem 16.40 is greater than 6.64, thus the null hypothesis can be rejected at the 1 percent level. Therefore, there is a significant difference in the response.

**Question 10**

The negotiating council has contributed to the formulation of educational policy in our district.

Only 37 percent of the respondents agreed with this question, and 38 percent disagreed with this statement, and 25 percent were undecided or uncertain.

For this question, only the members of the Hayward Unified Teachers Association, among teachers' groups, agreed with this question. There were 53 percent (41 members) of the HUTA who felt that the negotiating council did contribute to the formulation of education policy. Written comments by teacher leaders in this organization point out that many of the policies suggested by the negotiating council have been adopted by the school board.
Members of the AFT disagreed and said that the school board did what it wanted, regardless of the recommendations of the negotiating council.

\[
\frac{(48-49)^2}{49} = \frac{1^2}{49} = \frac{1}{49} = .04
\]

In this problem .04 is less than 3.84 and so the difference can be attributed to chance.

**Question 11**

The trend in present school negotiations indicate that the Winton Act has long range values for California education.

Agreeing with this question were 38 percent of the educators, while 32 percent disagreed with the question and 30 percent were uncertain. The main idea expressed by the written comments was that it was too early to tell what values the Winton Act will have for education in California and teachers in particular. Most of the comments stated that only time will tell how effective the Winton Act is. However, the members of the American Federation of Teachers all disagreed with this question and felt that the Winton Act will be disastrous toward teachers since teachers will be placed in a secondary position as a result of the Winton Act.

\[
\frac{(51-45.5)^2}{45.5} = \frac{5.5^2}{45.5} = \frac{30}{45.5} = .66
\]

In this problem .66 is less than either 3.84 or 6.64 and so the difference can be attributed to chance.
Question 12

Pressure on the school board and the administration has been increased as a result of the Winton Act.

Of the respondents, 57 percent agreed with this statement, while 29 percent disagreed and 14 percent were uncertain. Members of the Hayward Unified Teachers Association, as a whole, felt, in written comments, that the Winton Act has caused the school board to listen and act upon the proposals of the negotiating council. Also, the administrators who replied, 62 percent or fourteen members of the group, agreed with this question. As usual, members of the AFT disagreed with this question.

\[
\frac{(75-56.5)^2}{56.5} = \frac{18.5^2}{56.5} = \frac{342}{56.5} = 6.05
\]

In this problem 6.05 is greater than 3.84, thus the null hypothesis can be rejected at the 5 percent level. Therefore, there is a significant difference in the response.

Question 13

Additional legislation is needed to strengthen negotiation procedures.

Agreeing with this question were 85 percent of the respondents, while only 5 percent disagreed and 10 percent were uncertain. This question received more support than any of the other fifteen questions asked in the survey or questionnaire. Most teachers and administrators felt that, in written comments, the Winton Act does not go far enough
to solve disputes because many issues that are controversial cannot be resolved. Many militant teachers were very adamant on this point.

\[
\frac{(111-58.5)^2}{58.5} = \frac{(52.5)^2}{58.5} = \frac{2756}{58.5} = 47.11
\]

In this problem 47.11 is greater than 6.64, thus the null hypothesis can be rejected at the 1 percent level. Therefore, there is a significant difference in the response.

**Question 14**

Undesirable long range consequences will be a result of the Winton Act.

Of the respondents, 18 percent agreed with this question, while 40 percent disagreed and 42 percent were uncertain. Most of those who replied felt, as in question 11, that it is too early to determine the long range consequences of the Winton Act.

\[
\frac{(25-38.5)^2}{38.5} = \frac{(13.5)^2}{38.5} = \frac{182}{38.5} = 4.73
\]

In this problem 4.73 is greater than 3.84, thus the null hypothesis can be rejected at the 5 percent level. Therefore, there is a significant difference in the response.

**Question 15**

The Winton Act, generally speaking, has been a failure.

Agreeing with this question were 33 percent of the
educators, while 40 percent disagreed and 27 percent were uncertain concerning this statement. The main written argument against the Winton Act, by teachers, was that it was too weak and had no provision for enforcement of recommendations. On the other hand, those who favored the Winton Act and stated it was successful, claimed that it allowed the teachers, for the first time, to legally meet and confer with the school board as equals or near equals.

\[
\frac{(45-48)^2}{48} = \frac{(3)^2}{48} = \frac{9}{48} = .19
\]

In this problem .19 is less than 3.84 and so the difference can be attributed to chance.

**WRITTEN COMMENT SUMMARY**

Generally speaking, those who bothered to take the time to make written comments on their questionnaires, were critical of and unhappy with the Winton Act.

The number of comments received from members of various professional organizations is as follows:

1. American Federation of Teachers--eight written comments received out of eight questionnaires returned
2. Secondary Classroom Teachers Association--twelve written comments received out of twenty-two questionnaires returned
3. Hayward Unified Teachers Association--twenty-four written comments received out of seventy-seven
4. Administrators--seven written comments received out of twenty-one questionnaires returned.

In order to gain an idea of what some of the written comments were, some of them will be presented below listed by professional organizations:

SELECTED HUTA WRITTEN COMMENTS

Respondent A:

We need a legal means to force the school board to negotiation with an outside referee, when no agreement can be reached.

Respondent B:

The Winton Act is a formality but lacks teeth.

Respondent C:

The Winton Act breaks down, of course, because it has no teeth. Board will negotiate, but then do as it wants . . . The Winton Act does not go far enough.

Respondent D:

The Winton Act was a first step in recognizing the teachers as a force in educational policies and discussions--it needs expansion and teeth! The Winton Act is not clear as far as the relationships between teachers and the school board.

Respondent E:

From what I have observed in our district, without teacher support and participation, no legislation is going to be of value unless teachers support their professional organization and become involved in educational issues. There is too much apathy in Hayward!
Respondent F:

The act is a step in the right direction. However, an inconsiderate school board and superintendent renders the negotiating council ineffective. This is the unfortunate situation we are now experiencing in our district.

Respondent G:

The success of the negotiating council depends on the strength of the members who make it up. The success of the Winton Act depends on the strength of the negotiating council. If every member of the council were a powerhouse such as Bob McKinley was, and Phyllis Day is, the Winton Act would be much more successful in the Hayward Unified School District. Also, if our superintendent worked for the teachers with the council, instead of against both, it would make a dramatic difference.

Respondent H:

Our school board is not legally bound or the Winton Act is unenforceable as the school board does what it pleases. In our district, the negotiating council lacks punch.

Respondent I:

The Winton Act has been a step—but is far from a final solution. It was not necessary in districts where (the implementation of the Winton Act) good teacher-administrator-board relationships had already been built. It helped, but certainly has not solved situations where the people had not been able to achieve a good working relationship on their own. Until people in all three groups—teachers included—genuinely want to understand the viewpoint and understand the meaning and spirit of negotiations, no legislation is going to be fully successful.

In our district, I feel there has been very poor communication among teachers regarding the negotiating council. It may have helped classroom teachers serving on the council, but not others.
Respondent A:

The Winton Act is better than nothing. However, I feel that collective bargaining rights will be the ultimate solution to any kind of effective rights for teachers and an increase in teacher strength, and for better conditions overall. We are not yet a 'profession.'

Respondent B:

Until a legal obligation is written into the law, the so-called Winton Act is worthless! Meet and confer must be replaced with 'collective bargaining.'

Respondent C:

The fault (Why the Winton Act does not work in Hayward) is not in the Act, but in the misuse and abuse and unfair interpretation of the Act by the school board and the district superintendent.

Respondent D:

The negotiating council needs to be given more power to enact measures for change—not just to negotiate. We must have additional legislation that will create new and broader powers for the representatives of teachers so that the school board and the teachers will be truly equal in negotiations, and one (the school board) will not hold a club over the other.

Respondent E:

The Winton Act has been a hindrance for teachers. . . . The Winton Act is really nothing! . . . The activities of the negotiating council have been a joke. . . . Anyone who really believes that the Winton Act has given power to teachers is full of bull.
Respondent F:

The school board breaks the Winton Act so often that it is worthless. . . . To say that the Winton Act has put pressure on the school board is a big joke! I hope that someone will see the light and strengthen the hand of the negotiating council when it meets with our school board.

SELECTED WRITTEN COMMENTS FROM MEMBERS OF THE AFT

Respondent A:

My experiences lead me to conclude that the act was designed more to stop the AFT than to help teachers. Behind the rhetoric of words from all sides, the act is weak, and ineffective. A token gesture designed to placate rather than really help solve meaningful teacher requests, and problems. There is no power behind it (the Winton Act). Also, good will is not enough and will never work. We must adopt some form of basic collective bargaining.

Respondent B:

Repeal the Winton Act. Teachers' interests cannot possibly be served by legislation written by a lobbyist for school administrators. . . . The Winton Act benefits school administrators. Under it, they do not have to reach negotiated agreements with teachers. For his service to school administrators, Gordon Winton was rewarded with his present position in the California Association of School Administrators.

Teachers' interests will be served only when they gain the right of collective bargaining. The ultimate weapon of teachers, the one thing that will encourage good-faith bargaining, is the threat of the strike.

Respondent C:

The issue is collective bargaining. School districts are employee-employer relationships. The strike is an intrinsic part of collective bargaining. Since neither party to the dispute wants a strike, a
settlement is reached much sooner than if there was no threat of a strike.

However, if bargaining does break down and a strike does take place, there is increasing pressure to bring about a settlement by calling in a third party, usually a conciliator or mediator (who offers advice as to how to settle), or an arbitrator, whose decision is final and binding.

Example:

The Los Angeles Teachers' strike was settled by both parties to the dispute--both the Los Angeles parties agreeing to call in a conciliator after getting nowhere. (Professor Benjamin Aaron of the UCLA Law School.)

Mr. Aaron was able to take the two written proposals, one by the teachers and one by the school board, and then get both parties to agree to a compromise that he worked out. This compromise became a contract.

What is important about the Los Angeles dispute is the fact that for the first time in the history of the Los Angeles School District, the teachers wrote part of the contract. It took a strike to do it!

RESULTS OF THE INTERVIEWS

Outlook of those interviewed. Generally speaking the majority of the educators being interviewed, eighteen, were pessimistic about the effectiveness of the Winton Act or the success of the Winton Act in Hayward. Many perceived the Winton Act as having accomplished very little in the Hayward Unified School District.

The majority of the educators, sixteen in the interviews, said that factors beyond the control of the certificated staff and the school board in Hayward made the Winton Act ineffective. The main reason cited was lack of money and lack of an impasse procedure.
Some of the major concerns, revealed during the interviews, about the Winton Act were the following shortcomings or failures:

1. The Winton Act causes confusion
2. The Winton Act breeds distrust on the part of many teachers
3. The Winton Act has no provision for binding arbitration
4. The process of communication is very poor under the Winton Act
5. The role of the superintendent under the Winton Act seems to make him an agent of the school board and an adversary of the teachers
6. Many teachers do not understand the Winton Act or care less about it
7. The Winton Act seems to favor the school board and the administration according to teachers interviewed.

Almost all those being interviewed, twenty-one, see hard times ahead under the present structure of the Winton Act, and under the present financial conditions under which the Hayward School District has to work. Almost everyone who was interviewed said that they perceived the Winton Act as an act that causes confusion and conflict in their minds. They only see the surface tension, but are unable to see any good that may come as a result of the Winton Act.
Teacher perception. Besides some of the previous listed concerns or shortcomings of the Winton Act, here is a summary of some other concerns that teachers have regarding the Winton Act as they perceived it in Hayward:

1. The Winton Act has slowed down curriculum change or made curriculum change more difficult than in previous times.

2. Very little salary gains can be attributed to the Winton Act. Teachers indicated that direct action, such as the mini-strike by the SCAT, and sanctions, have had more effect on salaries than the working of the Winton Act.

3. Too much power rests in the hands of the school board. This is the main criticism of the more militant teachers.

4. Many teachers do not relate to the Winton Act as they believe that teaching or working with students is their main job, and the benefits of the Winton Act cannot be perceived by them.

On the other hand, some of the teachers interviewed, especially leaders in teacher organizations and some members of the negotiating council have some good things to say about the Winton Act:

1. The Winton Act is a means for teachers to have a direct voice in the formation of educational policies, and enables the teachers to speak directly to the school
2. The Winton Act is a step in the right direction as it is a means toward an end. Teachers want a hand in running their own affairs. They believe that the Winton Act will hopefully be strengthened in the future to give them more of a voice in their profession.

3. With an increase in "good will" and "sincerity" by school board members and administrators the Winton Act is beginning to work.

4. With a proper attitude on everyone's part the Winton Act will and can work to everyone's benefit. With limited funds available, the Winton Act has assured that every spare penny has gone into teachers salaries. Even though salary raises are small, there would have been no gains without the Winton Act.

Teacher recommendations. Almost every teacher who was interviewed made the same recommendations on how to improve the Winton Act. The teachers accepted the Winton Act with various degrees of reservations. But all said the Winton Act must be made stronger. Here is a list of teacher recommendations of the part of those being interviewed:

1. The superintendent should not be a representative for the school board in negotiations with the negotiating council. (Sixteen respondents.)

2. The Winton Act must have binding arbitration
in cases of total disagreement and when an impasse is reached. (Eighteen respondents.)

3. The school board must be made to negotiate in good faith and must adhere to both the spirit and letter of the law. (Nineteen respondents.)

4. Some type of state agency should be set up to handle impasse procedures. (Sixteen respondents.)

5. The Winton Act should allow the signing of contracts between the teachers and the school board. These contracts or "master agreements" would be the final word in all educational matters. (Fourteen respondents.)

Communications must be improved. This is a key suggestion as a great deal of the problem, they believe, lies in the very poor communications between teachers and the school board and its administrators.

Administration and or school board perceptions. According to administrators being interviewed, the Winton Act has given many benefits to teachers. However, teachers do not perceive this as so. Administrators say they are honest in their dealings with teachers and try to negotiate in good faith. The main area of confusion is in "attitude."

The teachers must realize that the attitude of the administrators is reasonable and fair. One school board member being interviewed said that he would like to see binding agreements in force so that all actions decided by the negotiating council and the school board would be of a
permanent nature. This same school board member said that the attitude of a few board members might be a little better towards teachers.

However, administrators said that the mechanism of the Winton Act is not conducive to good negotiations. There seems to be a great deal of confusion, fear, and mistrust in the implementation of the Winton Act. They say this is not deliberate but simply is the way the Winton Act is set up. Administrators agreed, as a group, that communications in the Hayward School District is not the best and must be improved.

Some administrators said they had good intentions and a strong desire to involve teachers in policy matters, as called for in the Winton Act, but it is difficult to do so in many cases because of the unreasonable demands made by some teacher representatives. One administrator cited as an example, a far out and fantastic pay proposal submitted by one teacher organization that would have required hundreds of thousands of dollars more than the district could afford.

Some administrators being interviewed said they thought there was an inherent conflict between teachers and the school board and or administrators, so negotiations under the Winton Act was difficult. All administrators, stated however, when communications were good, chances of having conflict were very slight.
All of the administrators interviewed said that they wanted to involve teachers in matters of curriculum and, as a matter of policy, included teachers in all decisions dealing with educational policies centering upon curriculum. These same administrators, therefore, felt frustrated when they could not make more progress in curriculum matters under terms of the Winton Act, such as working through the negotiating council.

All of the administrators interviewed said that they thought that the superintendent who was the school board's representative to the negotiating council, was fair and honorable in his dealings with teacher groups. Some of the administrators expressed a lack of confidence toward some school board members, however, and laid the failure of the Winton Act, in some part or degree, to this situation.

All of the administrators interviewed also agreed that the policy of having the superintendent act as the school board's agent was unfair to the superintendent and caused him unnecessary and unjust criticism.

All the administrators interviewed also agreed that two areas that must be improved is the handling of impasse procedures and better communications in the school district.

Most of the administrators felt that there has definitely been more pressure put upon school board members as a result of the Winton Act, even though many teachers do not believe this.
SUMMARY OF INTERVIEWS

In summary, sixteen of those interviewed, as stated previously on page 106, perceived the Winton Act to have failed in the Hayward Unified School District. There were various reasons given for this viewpoint. However, mostly everyone interviewed did not want to look with such sadness or unhappiness toward the Winton Act. Those interviewed wanted, some desperately, the Winton Act to be a success.

The interviews could be broken down into several groups of educators with the following reactions:

1. Militant teachers--The Winton Act failed because it favors the administration and local school board.

2. Teachers involved in professional organizations--The Winton Act is working in Hayward even though many teachers do not give the negotiating council and its accomplishments as much credit as it deserves.

3. Middle-of-the-road-teachers--The Winton Act has very little meaning to them. These teachers do not see many or any benefits for them as a result of the operations of the Winton Act or the negotiating council.

4. Administrators--The Winton Act has given some benefits to teachers. However, most administrators feel that most teachers do not perceive the Winton Act as working in Hayward.
Almost everyone interviewed agreed that the Winton Act is difficult to implement in Hayward. The results of the Winton Act are difficult to analyze or determine. The effectiveness of the negotiating council is open to question. Communications must be improved. Mutual trust and respect for everyone involved in negotiations must be maintained or the Winton Act is doomed to failure.

Everyone agreed that the situation must get better if improvements can be made. Everyone feels that some changes are needed in the Winton Act, especially in the area of impasse procedures. Some want binding arbitration as the solution to Hayward’s problem. Everyone agrees that communications must improve. The teachers in Hayward want to know what is going on in their school district, and feel that better communications and good will can be the keys to successful implementation of the Winton Act in the Hayward Unified School District.
Chapter 6

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

This study was concerned with teacher and administrator perceptions toward the Winton Act as it applied to the Hayward Unified School District. The purpose of this study was to find out how certificated personnel felt about the Winton Act and the negotiating council. The major concern or hypothesis of this study was to find out how the certificated personnel accepted the implementation of the Winton Act and its provision for a negotiating council in the Hayward Unified School District.

To find out the perceptions of Hayward's certificated personnel towards the Winton Act, two main instruments were used. First, a questionnaire was developed to determine the perception of educators in the Hayward Unified School District towards the Winton Act. To further analyze and determine this perception, interviews were held with Hayward's educators. It was hoped that the interviews would probe further into the attitude and perceptions of Hayward's teachers by being an extension of and refinement of the questionnaire.

To give the reader some background into the problem, this thesis began with a review of the literature
dealing with the history of teacher militancy and teacher negotiations, with special emphasis on negotiation problems in California.

CONCLUSIONS

The following major conclusions were reached after an analysis of the data collected:

1. The teachers of the Hayward Unified School District did not feel or perceive that the Winton Act had helped them make significant gains in working conditions in the Hayward Unified School District.

2. The certificated personnel of the Hayward Unified School District did not agree that the present negotiation provisions of the Winton Act provided a satisfactory means by which teachers can become greater participating members in education decision making matters.

3. The meetings of the negotiating council had been of little value and benefit for teachers.

4. The Winton Act and its provisions for a negotiating council had tended to polarize, divide, and separate the school board, the administration, and the teachers of the Hayward Unified School District.

5. The Winton Act was perceived by teachers to be necessary legislation but has failed in its primary mission of helping teachers.

6. The certificated personnel of Hayward agreed
that additional legislation was needed to strengthen negotiation procedures.

7. The certificated personnel of the Hayward Unified School District were uncertain and unable to make value judgments concerning: (a) the long range values of the Winton Act in regard to education in California, (b) the possibility of undesirable consequences, on a long term basis, as a result of the Winton Act, and (c) the success or failure of the Winton Act at this particular time.

8. The negotiating council, as it is presently constituted, had more advantages than disadvantages.

9. The Winton Act had caused some pressure to be exerted on the school board of the Hayward Unified School District.

RECOMMENDATIONS

After a careful review of the material presented, the following recommendations are made:

1. Procedures must be developed to overcome an impasse or deadlocks.

2. Better communications affecting all certificated personnel in the Hayward Unified School District and the school board must be developed, pursued, and implemented if the Winton Act is to work.

3. In meeting one objective of the Winton Act, the
development of policy recommendations, it is desirable that all parties to such negotiations, the school board, its representative, and the teacher associations, should have available to them as much information about development and current trends in school board policy, teacher problems, and concerns as possible.

4. The need to include teachers in the formation of educational policy is compelling.

5. Common purposes, goals, and dedication by all teachers working together will minimize the differences between the competing teacher organizations and will be a cause of unity.

6. The best education of students is produced by an organization of school board, teachers, principals, and superintendent, and a partnership characterized by devotion to common aims, by two-way communication, mutual respect, and a recognition of the other parties' problems, responsibilities, and contributions.

7. Teachers should have a voice in policy that vitally affects their well-being and welfare.

8. Where areas of agreement exist, teachers, members of the board of education, and administrators should strive to further the best interests of education.

9. Board members should make an extended effort to become more informed and knowledgeable about teachers, their problems, and concerns.
10. Where teacher discontent and disagreement exist among the different levels of education, teachers should work through their professional organizations to attain the desired goals of the profession.

FURTHER RECOMMENDATIONS

The data have indicated that teachers want some form of legislation such as the Winton Act. The literature has indicated that the American people continue to give philosophical support to boards of education in the desirability of maintaining local control of education.

But the local school board must also accept the changing role of the teacher in areas of school management and must seriously consider reasonable teacher proposals when circumstances permit them to do so. On the other hand, teachers should be willing to work with local school boards to improve education in their district through reasonable recommendations for the local school board. Both teachers and the local school board must be willing to compromise whenever they can and whenever they should.

Today there has been an increased awareness on everyone's part of the need to involve teachers in all phases of the educational program. Administrators, teachers, and school board members must realize that there is a decided lack of experience and skill in negotiation techniques and communications and greater effort must be
made to improve these deficiencies. There must be honesty, straight-forwardness, and mutual respect in all negotiations between teachers, administrators, and members of the school board.

USEFULNESS OF THE STUDY

The above information should be of value to the Hayward Unified School District in a number of ways. First, it is hoped that the information gathered or learned from this survey and questionnaire will help to bring teachers, administrators, and board members closer together, by finding areas of disagreements and ways to overcome or surmount these problems, or by offering acceptable alternatives to dispute and disruption.
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BIBLIOGRAPHY

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May 18, 1970

Dear Fellow Teacher or Administrator:

I realize that there are numerous demands made on your time, and that you are extremely busy during this time of the school year. However, I need your help to complete a survey or questionnaire which should take only a few minutes of your time.

It is the purpose of this questionnaire or survey to determine the attitude of Hayward's teachers and administrators towards the Winton Act and the Negotiating Council. By securing your cooperation and obtaining answers from a large number of educators, your feelings or perceptions concerning the Winton Act can be made known.

This questionnaire does not require the use of your name. Nevertheless, the results of this survey can be quite beneficial to everyone connected with the Hayward Unified School District.

I have received permission from school authorities to conduct this project which is undertaken under the guidance of the Department of School Administration and Supervision, California State College at Hayward.

It would be greatly appreciated if the completed questionnaire is returned no later than June 3, 1970. For your convenience, use the reply envelope and return by district mail.

Thank you for your cooperation.

Sincerely yours,

Sal DiGeronimo
Tyrrell Junior High School
QUESTIONNAIRE

Teacher Perception Toward the Winton Act
and the Negotiating Council

Directions: Check each appropriate item.

Sex: Male  Female

Present Grade Level Assignment:
K-6  7-8  9-12
Administration

Total Years of Teaching Experience:

Total Years of Administration Experience:

Membership in Professional Organizations:
CTA  HUTA  SCAT  AFT  Others

Directions: Please check one of the five positions for each statement.
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<td>1. Without the Winton Act, no significant gains in salaries and working conditions would have been made by teachers in the HUSD during the last few years.</td>
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<td>2. Present negotiation provisions of the Winton Act provide a satisfactory means by which teachers can become greater participating members in educational decision making.</td>
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<td>3. The Winton Act and its provision for a negotiating council is the best method devised so far for meaningful negotiation with the board of education.</td>
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<td>4. Negotiating council meetings have usually been valuable and productive</td>
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<td>5. The negotiating council meets a need for expression by the classroom teacher.</td>
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<td>The advantages of a negotiating council have outweighed the disadvantages.</td>
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<td>8.</td>
<td>The Winton Act (AB 1474) was necessary legislation in school board-administration-teacher relationships.</td>
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<td>The negotiating council activities have improved personnel relations in our district.</td>
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<td>10.</td>
<td>The negotiating council has contributed to the formulation of educational policy in our district.</td>
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<td>14.</td>
<td>Undesirable long range consequences will be a result of the Winton Act.</td>
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<td>15.</td>
<td>The Winton Act, generally speaking, has been a failure.</td>
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(Please make any remarks you consider pertinent.)
The original Winton Act, adopted in 1965, amended Section 3501 of the Government Code and added Article 5 (commencing with Section 13080) to Chapter 1 of Division 10 and Part 2 of the Education Code, relating to public school employee organization. Revisions effective November 23, 1970, amend Sections 13080, 13085, 13087 and 13088 of, and add Sections 13087.1, 13089 and 13090 to, the Education Code.

The original language of the Winton Act is in this type. The 1970 amendments and additions are in this type.

The people of the State of California do enact as follows:

Article 5. Employee Organizations

13080. PURPOSE OF ARTICLE. It is the purpose of this article to promote the improvement of personnel management and employer-employee relations within the public school systems in the State of California by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice and be represented by such organizations in their professional and employment relationships with public school employers and to afford certificated employees a voice in the formulation of educational policy. Nothing contained herein shall be deemed to supersede other provisions of this code and the rules and regulations of public school employers which establish and regulate tenure or a merit or civil service system or which provide for other methods of administering employer-employee relations. This article is intended, instead, to strengthen tenure, merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public school employers by which they are employed.

It is the further intention of the Legislature that nothing contained in this article shall be construed to restrict, limit, or prohibit the full exercise of the functions of any academic senate or faculty council established by a school district in a community college to represent the faculty in making recommendations to the administration and governing board of such school district with respect to district policies on academic and professional matters.

13081. DEFINITIONS.
As used in this article:

(a) "Employee organization" means any organization which includes employees of a public school employer and which has as one of its primary purposes...
representing such employees in their relations with that public school employer.

(b) "Public school employer" means the governing board of a school district, a school district, a county board of education, a county superintendent of schools, or a personnel commission of a school district which has a merit system as provided in Chapter 3 of this division.

(c) "Public school employee" means any person employed by any public school employer excepting those persons elected by popular vote or appointed by the Governor of this state.

(d) "Meet and confer" means that a public school employer, or such representatives as it may designate, and representatives of employee organizations shall have the mutual obligation to exchange freely information, opinions, and proposals; and to make and consider recommendations under orderly procedures in a conscientious effort to reach agreement by written resolution, regulation, or policy of the governing board effectuating such recommendations.

(e) "Persistent disagreement" means a disagreement between the parties to meeting and conferring required by this article that has not been resolved to the mutual satisfaction of the parties through such meeting and conferring within a reasonable period of time after the initial presentation of proposals, which shall be not less than 30 days, except by mutual consent.

13082. RIGHTS OF PUBLIC SCHOOL EMPLOYEES.

Except as otherwise provided by the Legislature, public school employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public school employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public school employer.

13083. RIGHTS OF EMPLOYEE ORGANIZATIONS.

Employee organizations shall have the right to represent their members in their employment relations with public school employers. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf in his employment relations with the public school employer.

13084. SCOPE OF REPRESENTATION.

The scope of representation shall include all matters relating to
employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.

13082. NEGOTIATIONS

A public school employer, or such representatives as it may designate who may, but need not be, subject to either certification requirements or requirements for classified employees as set forth in this code, shall meet and confer with representatives of certificated and classified employee organizations upon request with regard to all matters relating to employment conditions and employer-employee relations, and in addition, shall meet and confer with representatives of employee organizations representing certificated employees upon request with regard to procedures relating to the determination of educational objectives, the determination of the content of courses and curricula, the selection of textbooks, and other aspects of the instructional program to the extent such matters are within the discretion of the public school employer or governing board under the law. The designation of representatives as provided herein shall not preclude an employee organization from meeting with, appearing before, or making proposals to the public school employer at a public meeting if the employee organization requests such a public meeting.

Notwithstanding the provisions of Sections 13082 and 13083, in the event there is more than one employee organization representing certificated employees, the public school employer shall meet and confer with the representatives of such employee organizations through a certificated employee council with regard to the matters specified in this section, provided that nothing herein shall prohibit any employee from appearing in his own behalf in his employment relations with the public school employer. The certificated employee council shall have not more than nine nor less than five members and shall be composed of representatives of those employee organizations who are entitled to representation on the certificated employee council. An employee organization representing certificated employees shall be entitled to appoint such number of members of the certificated employee council as bears nearly as practicable the same ratio to the total number of members of the certificated employee council as the number of members of the employee organization bears to the total number of certificated employees of the public school employer who are members of employee organizations representing certificated employees. Each employee organization shall adopt procedures for selecting its proportionate share of members of the certificated employee council, provided that such members shall be selected no later than October 31 of each school year. Within 10 days after October 31, the members of the certificated employee council shall meet and select a chairman, and thereafter such certificated employee council shall be legally constituted to meet and confer as provided for by the provisions of this article. Employee organizations shall exercise the rights given by Section 13083 through the certificated employee council provided for in this section.
13085.1 PROHIBITION AGAINST EMPLOYER APPOINTMENT OF CLASSIFIED EMPLOYEE REPRESENTATIVES

It shall be unlawful for any public school employer, as defined by Section 13081, to appoint or designate, or cause or permit the appointment or designation of, any classified employee or classified employees for the purpose of representing any class or group of classified employees, directly or indirectly, with respect to any matter included within Section 13084; provided, that if no classified employee organization or organizations, as defined by Section 13081, represent any of the employees of the district pursuant to this article, the public school employer may appoint or designate or cause or permit the appointment of, a classified employee committee to advise the public school employer on matters included within Section 13084.

Nothing in this section shall be interpreted to abrogate, in any manner, the rights of the individual to represent himself in employer-employee relations, nor the rights accorded employee organizations by this article, nor shall it be construed to limit, in any manner, the right of an employee organization to designate the person or persons, whether employees of the district or not, to represent it, its members, or a member, in employer-employee relationships.

13086. INTERFERENCE WITH INDIVIDUAL EMPLOYEES' RIGHTS PROHIBITED.

Public school employers and employee organizations shall not interfere with intimidate, restrain, coerce or discriminate against public school employee because of their exercise of their rights under Section 13082.

13087. PUBLIC SCHOOL EMPLOYERS' RULES AND REGULATIONS

A public school employer shall adopt reasonable rules and regulations for the administration of employer-employee relations under this article.

Such rules and regulations shall include provision for verifying the number of certificated employees of the public school employer who are members in good standing of an employee organization on the date of such verification, and where a certificated employee council is required by Section 13085, for the size of the certificated employee council. The public school employer may require an employee organization to submit any supplementary information or data considered by the public school employer to be necessary to the verification of the number of members in an employee organization and such information or data shall be submitted by the organization within 10 days after request, provided that membership lists, if requested, shall not be used as a means of violating Section 13086. In addition, such rules may include provisions for (a) verifying the official status of employee organization officers and representatives, (b) access of employee organization officers and representatives to work locations, (c) use of official bulletin boards and other means of communication by employee organizations, (d) furnishing complete and accurate non-confidential information pertaining to employment relations to employee organizations, and (e) such other matters as are necessary to carry out the purposes of this article.
13087.1 A public school employer shall meet and confer with representatives of employee organizations or the certificated employee council pursuant to Section 13085 with regard to a procedure for the resolution of persistent disagreements which may include factfinding and shall adopt rules and regulations establishing such a procedure, which procedure shall be mutually acceptable to the parties meeting and conferring.

In the event the parties cannot agree on a procedure for the resolution of persistent disagreements, the parties, at the request of one of them, shall refer any persistent disagreement to a committee of three persons, one selected by the school employer, one selected by the employee organization or the certificated employee council, as the case may be, and in turn those persons shall select the third member. The committee shall report its findings to the parties at a public meeting of the parties. The committee may report recommendations to the parties at a public meeting upon the prior written agreement of both parties. Such findings and recommendations shall not be binding on the parties.

13088 APPLICATION

The enactment of this article shall not be construed as making the provisions of Section 923 of the Labor Code applicable to public school employees and shall not be construed as prohibiting a public school employer from making the final decision with regard to all matters specified under Section 13085.

13089 WAGE PROPOSALS

All initial wage proposals of employee organizations representing certificated employees or a certificated employee council shall be presented to the public school employer or governing board thereof at a public meeting, and such proposals thereafter shall be a public record.

13090 DESIGNATION

This article shall be known and may be cited as the Gordon H. Winton, Jr. School Employer-Employee Relations Act or the Winton Act.