Formal Training in Collective Bargaining: Superintendents’ Perspective

Celine M. Johnson

The College of Professional Studies, Northeastern University, Boston, Massachusetts

Dr. Christopher Unger, Advisor

March 2013
Abstract

The purpose of this qualitative study is to investigate superintendents’ perspectives of the value of formal training in collective bargaining negotiations. Dependent on their responses, one could propose negotiation skills training as a crucial area of need for superintendents. Social interdependence theory provides the theoretical framework for the literature review and helps to inform an analysis of following research question: What is the impact of formal training in negotiation, or lack thereof, as perceived by LEA administrators on the outcomes of contract negotiations? Seven superintendents of medium size school districts across three states were interviewed about their perspectives of the impact of formal negotiation training in the outcomes of collective bargaining. A qualitative approach was used to examine their perspectives and the potential impact of such training on school district negotiations.

Keywords: Negotiation, Collective Bargaining, Superintendent, School Committee, Local Education Agency
Acknowledgements

I would like to thank my advisor, Dr. Chris Unger for his patience, understanding and dedication to this process. I would also like to thank my committee member Dr. Claire Jackson. A special thanks to my friend, mentor and committee member, Dr. Robert Fricklas, whose tireless efforts and support never wavered. I thank the faculty and staff of Northeastern University College of Professional Studies. I would like to thank the superintendents interviewed who made this study possible. Their willingness to share their formal training and experiences may help other administrators gain the knowledge needed for negotiations. I also thank my parents who are always there to support me in any endeavor I choose. They have always encouraged me to do my best and make a difference. I thank my friends for their continued support as I progressed through this program to achieve my final goal. I want to include a very special thank you to my daughters Sarah and Stephanie who are my true inspiration to always strive to be more.
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Chapter I: Introduction

Problem of Practice

In the contentious world of school reform, the art of negotiation is of utmost importance. In the past ten years alone, local and national teachers’ unions have challenged almost every aspect of education reform, most recently the effort to connect teacher pay to student achievement. In most of the country, educators and paraprofessionals are represented in contract negotiations and disputes by professional associations or unions led by individuals with strong backgrounds and experience in negotiation. In the many Local Education Agencies (LEA’s) where management-level school district personnel are responsible for leading contract negotiations, the fact that the majority of people in school or district positions of authority do not have the proper background or formal graduate level coursework to negotiate contracts or resolve disputes with any degree of expertise can create a significant problem. Therefore, due to lack of expertise on the part of those individuals who represent management, ineffective negotiation and resolution of conflict may lead to other problems that affect morale, budget and ultimately, student achievement. This is the issue to be addressed in this doctoral research.

When school superintendents, administrators and school committee members lack formal training in negotiation, what are the ramifications for districts, schools and students? Do school districts lose the advantage in all or some of the following: management prerogative (e.g. ability to assign a paraprofessional appointed by the school committee as a special education teacher assistant to a general education teacher assistant); fiscal prudence/cost control (e.g. ability to define co-pay for benefits); interpretation of laws and regulations? For example, under the Rhode Island certification (RICT), every paraprofessional must participate in professional development related to their work, but the law does not specify the number of hours. Consequently, personnel
negotiating with the paraprofessional union could easily be led to agree to provide such professional development without understanding the critical importance of defining when that professional development occurs (before, after or during the workday) and who must participate.

**Purpose of the Study**

Over the past several years, collective bargaining and negotiation between teachers and local community agents such as school committees or school boards have become the subject of national attention. Most recently, Wisconsin and Tennessee have challenged the status quo by ending collective bargaining and giving local school boards the full authority to operate their districts in the manner they choose. However, that does not mean the unions are shut out of the discussion. The new laws create a process called “collaborative conferencing,” where the school board, administrators and union officials will be forced to sit and discuss many of the normal issues, including salary, insurance, grievance procedures and working conditions. This research is an effort to unravel the ramifications of collective bargaining with teachers’ unions when the power of negotiating with local agents is limited by the extent to which they have been trained in negotiation strategy.

Important research, conducted by Taylor, Mesmer-Magnus, and Burns (2008), investigated the efficacy of negotiation training courses in promoting individuals’ post-training self-confidence in negotiating ability. In their study, they found that despite the popularity of such courses, relatively little research has assessed course effectiveness in improving trainee self-confidence and post-training transfer.

The purpose of this research is to determine the impact of formal graduate level coursework in negotiation by members of LEA negotiation teams or the lack thereof on contract negotiations as perceived by superintendents. The method to be utilized in this dissertation
involves research in the area of negotiation conducted through a study of seven school districts in New England where the superintendent is the head of contract negotiations. This researcher will assess the formal level of training in negotiation, the types of negotiation engaged-in and the results of those negotiations. The data and information will be compiled, reviewed and published for the benefit of school committees, school administrators and post-secondary programs.

**Significance of the Problem**

Negotiation is a topic that begs more research because school committees, superintendents and administrators need sharply honed negotiation skills in order to generate the best collective bargaining agreement (CBA) they can on behalf of their constituencies including parents, students and tax payers. Without these skills, the superintendent and administrators will be negotiating with individuals representing the teachers and/or paraprofessionals (typically unions) who are highly trained in negotiation and who, when aware of bargaining weaknesses on the part of the administration, will quickly counter any move that does not benefit their position. According to Bazerman and Neale (1992; Thompson, 1991), the ability to negotiate effectively with coworkers, superiors and subordinates is critical to success in today’s workplace. Though some individuals are considered to be natural negotiators, for most, effective negotiation requires training and practice (Shell, 2000).

Given the importance of this topic, there appears to be little research available for discussion and review. Hannaway and Rotherham (2006), state there are several factors that make the study of collective bargaining difficult. First, Hannaway and Rotherham stress that collective bargaining is a process based on a number of factors rather than a predetermined set of outcomes. As a result, negotiation processes may be adversarial in one place and collaborative in another. They continue to state that “some bargained agreements constrain administrators
from responsibly managing the schools, while others create opportunities for progressive change” (p. 112).

A second factor, according to Hannaway and Rotherham (2006) that makes the study of collective bargaining difficult is that collective bargaining for teachers in the United States is highly decentralized. Within the constraints of state law, “district labor and management may write and sign any agreement they choose. What the agreements include results from several factors: the state and local labor contexts, the history of labor-management relations within the district, prior contracts, current reforms, and the personalities and priorities of the participants” (p.113).

Third, and quite importantly, is the fact that unions and school boards in many states have been negotiating and signing contracts for over 35 years. It is due to this, as stated by Hannaway and Rotherham (2006), that researchers face “daunting methodological problems as they try to establish the effects of collective bargaining” (p.113). Hannaway and Rotherham also note that it may have been possible in the 1960’s, to collect and compare data about teacher quality or student performance as unions were still fairly “new” and bargaining was being introduced. It would have been easier to isolate the effects of collective bargaining in different districts and states.

The fourth and final factor that makes collective bargaining difficult to study is that collective bargaining, according to Hannaway and Rotherham (2006), was only one of many policies that changed public schools during the 1960’s. During this time, new programs were being introduced to districts such as Title I, ESEA and PL 94-142 (Special Education Law) that altered the responsibilities and practices of both school officials and teachers. Additionally, career opportunities for women expanded during this time, a factor that transformed the labor
market of the public schools. With all of these “new” initiatives taking place, it “became nearly impossible for researchers to isolate the role of collective bargaining during this rapid change” period (p. 113).

**Research Question**

Throughout this research proposal, the following question will be investigated: What is the impact of formal training in negotiation, or lack thereof, as perceived by LEA administrators, on the outcomes of contract negotiations?

**Document Organization**

This proposal will begin with the theoretical framework of social interdependence theory. A literature review will follow based on limited research surrounding the topic of negotiation. There are several factors that make negotiation and collective bargaining in education difficult to study and research, for example, the fact that collective bargaining is a process rather than a predetermined set of outcomes, is highly decentralized in the United States, is difficult to establish its impact on communities, and that it is only one of many policies and influences that changed public schools since the late 1960’s.

A research design will be introduced taking into account the theoretical frameworks and the review of the pertinent research. This qualitative study is comprised of the interviews of seven superintendents across seven New England school districts. The districts are representative of a variety students and communities of different ethnicities and socioeconomic statuses. The research will be conducted to identify the degree of formal training that practicing superintendents have or have not engaged in regards to collective bargaining as well as the degree to which they believe it has impacted their ability to negotiate. The qualitative study approach will allow this researcher to pursue the research questions based on the interview data
of the seven superintendents. This type of approach will be useful in attaining information from the management side of negotiations.

However, it should be noted that this research design has a number of limitations, e.g.;

1. External validity limitation.
   a. The interview uses the school district superintendent who takes the lead role in contract negotiations.
   b. No school committee members who are involved in negotiations, will be interviewed for the purpose of this study.

2. No formal quantitative analysis of interview or historical data will be collected.

3. The population size is moderately small and without a quantitative analysis, will not yield any results of statistical significance.

**Theoretical Framework**

The educational theory that applies to negotiation is social interdependence theory. One of the most important skills within this theory is decision-making that includes both judgment and choice. Both at a personal level and in the context of organizations, decision-making strongly affects the quality of life and success (Hammond, McClelland and Mumpower, 1980; Kaplan and Schwartz, 1975).

Social interdependence theory is about how to understand and negotiate life. It serves as a foundation for other theories by providing the ability to deal with trust, conflict, integrative negotiations, distributive justice, positive power and values (Johnson & Johnson, 2005, p. 296). “Integrative negotiations are grounded in promoting a cooperative, problem-solving process to an agreement” (Johnson & Johnson, 2006, p. 287).
“Social interdependence exists when the outcomes of individuals are affected by each others’ actions” (Johnson & Johnson, 1989, p. 41). According to Johnson and Johnson (2006), social interdependence theory has its “origins in Gestalt Psychology and Lewin’s Field Theory. The historical roots of social interdependence theory can be traced to a shift in physics from mechanistic to field theories. It is this shift that influenced the field of psychology” (p. 287). Kurt Lewin (1935, 1948) proposed:

The essence of a group is the interdependence among members, which results in the group being a dynamic whole so that a change in the state of any member or subgroup changes the state of any other member or subgroup. Group members are made interdependent through common goals. For interdependence to exist there must be more than one person or entity involved and the people or entities must impact each other…(Johnson & Johnson, 2006, p. 288).

These concepts adapt well to the practice of negotiating teams in that, theoretically, in the negotiation process, one group is attempting to make a change to the other group’s proposals. It involves much interaction both within the groups themselves as well as between the two opposing groups.

The basic premise of social interdependence theory, according to Johnson and Johnson (2006) is that the structure of the goals of the people in the situation determines how participants interact and the interaction patterns determine the outcome of the situation.

Holmes (2002), conducted research that focused on the functional approach of interdependence theory. Holmes notes that interdependence theory expands the formula proposed by Lewin (1948) in which behavior is a function of the person and the environment. With respect to social relationships, “the interaction that occurs between persons A and B is a
function of both persons’ respective tendencies in relation to each other in the particular situation of interdependence”(p. 3).

Johnson and Johnson (2005) noted that Deutsch expanded on Lewin’s ideas of social interdependence theory. “Deutsch (1949) stated that positive interdependence resulted in a process of promotive interaction whereas negative interdependence resulted in a process of oppositional interaction” (p. 292). Promotive interaction, according to Johnson and Johnson is defined as individuals engaging in actions that increase the likelihood of each others’ success in achieving the joint goal. It consists of a number of variables, including mutual help and assistance, exchange of needed resources, effective communication, mutual influence, trust and constructive management of conflict (p. 292).

Johnson and Johnson (2005) defined oppositional interaction as individuals engaging in actions that reduce the likelihood of successful achievement of the joint goal. It consists of variables such as obstruction of each others’ goal achievement efforts, tactics of threat and coercion, ineffective and misleading communication, distrust and striving to win in conflicts (p. 292).

Johnson and Johnson (2005) state there are three implications of the basic premise noted by Deutsch. First, that cooperation and competition only exist as people take action to achieve a goal. Second, that appropriate action depends on a person’s cognitive representation of a situational context meaning. As an individual’s behavior unfolds, it does so in response to their perceptions and assumptions about the current situation. Lastly, according to Johnson and Johnson (2005), cause and effect can go both ways. Any part of the social interdependence process elicits the other parts of the process (pp. 292-293).
According to Johnson and Johnson (2003), social interdependence theory provides the framework for understanding integrative negotiations (a cooperative situation in which individuals seek an agreement that benefits everyone involved). There is an absence of research linking social interdependence theory and integrative negotiations (p. 40). In this qualitative study, social interdependence theory provides a framework in order to summarize existing research, conduct new research and develop a procedure for integrative negotiations linked to a broader base of knowledge. The basic premise of this theory is that the way in which interdependence is structured determines how individuals interact and the interaction pattern determines the outcomes of the situation (Johnson & Johnson, 2003, p. 41). This study utilizes work from social scientists such as Follett (1940), who focused on using problem-solving procedures to achieve integrative conflict resolutions. The method uses a meta-analysis of 16 studies on integrative negotiation designed to determine whether or not the processes and outcomes expected from cooperation result from engaging in integrative negotiations (Johnson & Johnson, 2003, p. 47). According to Johnson and Johnson (2003), the study concluded that integrative negotiations are a cooperative procedure that may be seen as a specific type of contributory interaction. The basic assumption of social interdependence theory is that positive interdependence results in contributory interaction that results in desired outcomes. By linking integrative negotiations to social interdependence theory, the study suggests that integrative negotiation is a form of contributory interaction that results in the outcomes of cooperation (p. 61). Further, the study shows that the meta-analysis on training students from kindergarten through ninth grade in an integrative negotiation procedure validates the link between social interdependence theory and integrative negotiations, expands the number of dependent variables
that are included in the research and increases the generalizability of the research on integrative negotiations (Johnson & Johnson, 2003, p. 65).

According to DeDreu and Carnevale (2002), there are two distinct areas in negotiation tasks. The first area is one of a single-issue negotiation task, such as negotiating for a car. The second area focuses on multiple issues, each with several possible settlement points and each side placing different precedence on which issue is the most important. This second area of negotiation allows the development of “integrative” or “win-win” agreements and this is the area that will be focused on for this research.

While a major focus of research on decision-making is the frequent departure from purely rational choices (Dawes, 1988; Kahneman, Slovic & Tversky, 1982), Simon (1976) has made a case that making a choice that is “good enough” is the most common decision strategy. However, social psychologists look at decision-making as a matter of conflict resolution and avoidance behaviors due to situational factors (Janis & Mann, 1977).

One important application of decision-making is negotiation. Negotiation is a decision-making process in which people mutually decide how to allocate scarce resources (Pruitt, 1983). Negotiation is necessary when conflict occurs and there are no fixed or established rules or procedures to resolve conflict and whenever people want to search for agreements without resorting to aggression or open fighting (Lewicki & Litterer, 1985).

In order to consider postulates with regard to negotiation, one must first understand what the term negotiation means, what is involved in the negotiation process and the strategies that impact the process. Negotiation is one of the most common approaches used in making decisions and managing disputes. It is also the major building block for many other alternative dispute resolution procedures (Moore, 1986).
Negotiation is not merely a matter of technique, even though technique can be significantly improved in any subject domain by learning what has been discovered in other domains. According to Honeymoon and Schneider (2004), beyond technique, there is the possibility of a shared identity among people, regardless of their immediate subject matter, who have come to appreciate the centrality of negotiation and resolution of conflict throughout their work and lives. Viewed this way, negotiation as subject matter is still broader. It forms the core of a larger social change in how human beings relate to each other. Negotiation offers a more developed way of communicating, of dealing with conflicts at home and in the community as well as at work and a different way of understanding how the world works. At that level, improving the teaching and training of negotiation is a meaning-making enterprise. Developed thus, negotiation as a skill set may yet radically transform the self-image of many kinds of professions involving conflict situations.

Negotiation is the principal way that people redefine an old relationship that is not working to their satisfaction or establish a new relationship where none existed before. Because negotiation is such a common problem-solving process, it is in everyone's interest to become familiar with negotiating dynamics and skills (Moore, 1986).

Given that negotiation is a problem-solving process, social interdependence theory provides the framework for clarifying the nature of integrative negotiations and operationalizing a procedure for its use. By having integrative negotiations under social interdependence theory, this researcher will be provided with guidance as to how to more precisely create and refine operational integrative negotiation procedures and more precisely implement them (Johnson & Johnson, 2003, p. 39). These authors have helped to explain the underlying theory of social interdependence and how it will relate to the art of
negotiations. It is the hope that through this lens, this researcher will gain the knowledge and expertise to be able to share with other practitioners to improve the negotiation process in the future.

**Summary.** The social interdependence lens suggests that negotiations are not isolated events but rather are cooperative situations in which individuals seek an agreement that will benefit everyone involved. It is a theory about how to understand and negotiate life. Negotiation theory also provides support to the social interdependence theory through process analysis, which is the theory closest to haggling. Parties start from two points and converge through a series of concessions. As in strategic analysis, both sides have a veto (i.e., sell, not sell; pay, not pay). Process analysis also features structural assumptions, because one side may be weaker or stronger (i.e. more eager to sell, not willing to pay a certain price). Process Analysis focuses on the study of the dynamics of processes. The process of negotiation therefore is considered to unfold between fixed points: a starting point of discord, and an end point of convergence. The so-called security point -that is, the result of optional withdrawal- is also taken into account.

The social interdependence theory provides a framework for understanding integrative negotiations. This theory is utilized to summarize existing research, conduct new research and develop a procedure for integrative negotiations to link to a broader knowledge base.

**Chapter II: Literature Review**

The literature proposed for this study falls into four specific categories:

- The history of collective bargaining in the United States,
- The research on decision-making in negotiation,
- A review of major collective bargaining successes and failures in the educational arena,

and
- The current status of graduate level programs in educational administration that include courses in negotiation.

**Relevant Literature Regarding the History of Collective Bargaining in Education**

Hannaway and Rotherham (2006) find that absent amid the debates about teachers unions is a clear understanding of what teacher collective bargaining is, especially in today’s world. Collective Bargaining Agreements (CBA’s) are the “contracts that govern the relationship between any group of employees and its employer. In the case of teacher collective bargaining, the two parties are the local teacher union and the school district” (p. 55).

Of particular note is that in almost all states, teacher collective bargaining is regulated at the state level. In states with collective bargaining, employers must collectively bargain with organized employees whereas unorganized employees may choose to organize as a bargaining unit through a specific process (Hannaway & Rotherham, 2006).

About 75 percent of the country’s 14,500 school districts are in the 33 states that do require collective bargaining. Within the 17 states without mandatory collective bargaining, 11 have school districts with CBA’s. In the majority of the states without collective bargaining, the teachers may still organize and pursue collective bargaining, as stated previously, but the school districts are not obligated to negotiate with the selected representative (Hannaway & Rotherham, 2006, p. 55).

Until the 1960’s, collective bargaining was largely foreign to K-12 schooling. School districts were free to set teacher compensation and work conditions, subject only to minimal state regulations. The pivotal moment for teachers came in 1960 when following a one-day walkout by the United Federation of Teachers (UFT), New York City Mayor Robert Wagner allowed teachers to vote whether to pursue formal collective bargaining. In June 1962, the UFT
negotiated a formal collective bargaining agreement (the nation’s first for teachers) offering an across-the-board pay increase and a duty-free lunch period. The events in New York City, which were widely covered in the national media, sparked a rapid increase in union membership among teachers (Hess & West, 2006). The unionization of teachers has profoundly affected American education. It has brought the strength of collective bargaining to teachers whose unions frequently and successfully challenge school districts in adversarial negotiations (Liontos, 1987).

Teacher collective bargaining agreements shape nearly everything public schools do. Collective bargaining both defines and preserves the status quo in schooling. These contracts are long, complicated and inundated with detailed and ambiguous restrictions. The 199 teacher collective bargaining agreements on file at the Bureau of Labor Statistics in January 2005 spanned, on average, 105 pages. While it is a mistake to suggest that all contracts are similar, there are important regularities in how contracts are bargained, structured and implemented (Hess & West, 2006).

The questions still remain; how did these unions learn negotiating techniques? Did they attend formalized training on negotiation? How were they initially prepared to resolve conflicts between the school district and the teachers?

**Relevant Literature regarding Effective Administrative Decision-making**

Negotiation is a complex social process. It is a form of decision-making in which two or more parties speak with one another in an effort of resolve opposing interests. Many of the most important factors that shape the results of negotiation do not occur during the negotiation, but rather occur before the parties start to negotiate or shape the context around the negotiation (Lewicki, Barry & Sanders, 2006). Although no single negotiating style or technique is
universally optimal, Shell (2000) suggested that adopting a more cooperative, problem-solving posture over pure competition results in more consistent positive results.

According to Hannaway and Rotherham (2006), while the national organizations provide advice and support to their affiliates, local unions are responsible for negotiating their contracts. Ron Wilson, the executive director of the North American Association of Education Negotiators, a national group composed of school board members and negotiators explains that there is definitely a difference in expertise, but not all school boards can afford to provide the kinds of services these organizations can give (p. 63). While this organization provides these negotiation services to districts, it should also be noted that the National School Boards Association has “no arm focused on supporting districts in negotiations” (Hannaway & Rotherham, 2006, p. 63).

The unions may dismiss the fact that they enjoy advantages in negotiations by being well trained to negotiate. They view this advantage in contrast to districts having professional staff who are able to secure high-priced legal talent and can also access district resources and information that the unions cannot. Typically, the district’s management team is composed of the superintendent and district central office staff along with some school committee members. They usually find themselves in a delicate position as they are charged with enhancing performance and efficiency. A quote from a national union official states, “Every time I’ve been in a negotiation, there’s a very well paid expert attorney sitting on the management side of the table. It is that attorney that takes the lead in bargaining and strategizing for the district” (Hannaway & Rotherham, 2006, p. 63). This could lead one to conclude that without an attorney leading negotiations, LEA’s are at a distinct disadvantage.

Hannaway & Rotherham (2006), state that school board members believe that they are serving the district well by maintaining labor peace and that by doing so, both school committee
members and superintendents may prefer to interpret contract language in routine, accepted ways and hesitate to aggressively pursue changes (p. 65). However, the high-priced attorneys that districts hire may shape a negotiating strategy that emphasizes negotiating a deal, controlling the cost of an agreement and managing political and public relations. When it comes to non-monetary provisions of a contract, the negotiating attorneys will find new flexibility on items such as teacher transfer or compensation for time, but only if their clients wish them to do so (Hannaway & Rotherham, 2006, p. 65).

As district and union officials agree, often the best scenario for “win-win” collective bargaining is to have a strong union and a strong district negotiating team. According to Hannaway and Rotherham (2006), strong district and union leaders are able to make concessions calculated to advance their long-term interests, while weak unions or union leaders are under more pressure to pursue short-term benefits to shore up rank and file support.

Through research by Hannaway and Rotherham (2006), they find that school board members are not doing their job when they enter agreements that put the district into a permanent deficit position or eliminate the district’s capacity to make changes required for higher performance or to allow the most needy students to get inequitably small shares of funds and teaching talent. The research also finds that one reason for school boards not doing their job is that the long-term consequences of teacher collective bargaining are difficult to see. Having said this, it is reasonable that school boards have little understanding of their districts’ budgets, and no real capacity to judge whether a commitment made today is sustainable in the long run (p. 90). Thus, Hannaway and Rotherham’s study reiterates the prior conclusion that strong district negotiations require either an attorney, superintendent, or school committee member with expertise in negotiation.
Thus, collective bargaining could produce many desirable outcomes beyond higher pay for teachers. However, one-sided collective bargaining – in which unions are especially familiar having strong agendas and exercising political control over the school boards by nominally negotiating with them – apparently does not benefit the students or strengthen schools (Hannaway & Rotherham, 2006, p. 90).

There has been much written over the past 100 years about negotiations and collective bargaining. Some prominent leaders in labor-management relations and collective bargaining include Walton and McKersie for their 1965 contribution “Behavioral Theory of Labor Negotiations.” This book remains the standard theory of labor-management negotiations. Additional research examining the negotiation process of constructing social contracts has been conducted by Ron Fortang at the Harvard Business School, and the deeper development of the social contract as a concept has been the focus of a series of conferences and publications involving MIT, the Sloan Foundation and a variety of leading employers.

Given that negotiation is a vehicle for interpersonal interaction and constructing social contracts, it has also attracted the attention of social scientists, particularly social psychologists. In a quantitative study by Fulmer and Barry (2004), they state that the paradigm that pervades research on the psychology of negotiation is the cognitive, decision-making approach (p. 245). The method of this study describes how cognitive ability and emotional intelligence impact a negotiator’s information acquisition, decision-making and tactical responses, both directly and in concert with situational/contextual factors (Fulmer & Barry, 2004, p. 246). This study also references integrative negotiations, and integrative negotiators create joint benefits and maximize their own share of the resources that are being negotiated. According to Fulmer and Barry (2004), one aspect of this study found that higher cognitive ability is associated with more rapid
learning about the underlying interests of one’s negotiation partner, thus tying into decision-
making soundness. This is relevant for negotiation, given that negotiation has been framed as
essentially a decision-making process (p. 255).

The primary purpose for their study, according to Fulmer and Barry (2004), was to
suggest a role for cognitive ability and emotional intelligence in intra-individual negotiator
cognitions and behavior. The analysis also considered how cognitive ability and emotional
intelligence impact the interpersonal dimensions of a negotiation. The final results indicate that
experimental designs allow for much more sophisticated and complex negotiations and for
manipulation of both cognitive and emotional parameters, offering a prime opportunity to
understand the role of intelligence in more realistic situations (Fulmer & Barry, 2004, p. 265).

Others who have made major contributions to the understanding of preconditions and
procedures for effective integrative bargaining include Roger Fisher and William Ury, “Getting
to Yes: Negotiating an Agreement without Giving In,” and Richard Peterson and Tracy’s 1981
“Problem Solving in Labor Negotiations: Retest of a Mode” (Walton, Cutcher-Gershenfeld, &
McKersie, 2000).

However, according to Hannaway and Rotherham (2006), given the importance of this
topic, there is little research available. Several factors make collective bargaining difficult to
study and the effects of unionism hard to trace. First, as Hannaway and Rotherham state,
collective bargaining is a process rather than a predetermined set of outcomes. Negotiations may
be adversarial in one place and collaborative in another. Some bargained agreements tie the
hands of administrators from responsibily managing the schools, while others create opportunities
for progressive change. Hannaway and Rotherham, citing a 1999 longitudinal analysis of 11
contracts, revealed that almost half were decidedly “industrial in tone, form, and content.” They
showed the study set forth procedures for layoffs and transfers, class size limits, preparation
time, and teaching loads, with little allowance for school-based decision making. Hannaway and
Rotherham also found that this study, by contrast, had three contracts that were “reform” in
character, “recognizing the shared interests of labor and management; affirming the importance
of flexible, non-standardized practice and defining differentiated professional roles for teachers”
(p.112). Hannaway and Rotherham found the remaining three contracts “contained new
elements of reform that seem to have been appended to the old agreements without changing
their overall purpose or character” (p. 112). With such variety among contracts, it is difficult to
generalize about the effects of unionism as doing so would be imprecise and often
uninformative.

A second challenge, according to Hannaway and Rotherham (2006), is that collective
bargaining for teachers in the United States is highly decentralized. They point out that each
state decides whether its teachers have the right to bargain. Thus, what the agreements include
results from several factors: the state and local labor contexts, the history of labor-management
relations within the district, poor contracts, current reforms, and the personalities and priorities of
the participants. Therefore, given the range of possible outcomes from collective bargaining,
findings reporting its average impact offer little use to policymakers and practitioners
(Hannaway & Rotherham, 2006).

A third challenge, according to Hannaway and Rotherham (2006), is that researchers
today face daunting methodological problems as they try to establish the effects of collective
bargaining due to the fact that unions and school boards in many states have been negotiating
and signing contracts for more than 35 years. They state that it may have been possible in the
late 1960’s, when bargaining was introduced, to collect and compare data about teacher quality
or student performance in unionized and non-unionized states and districts before and after unionization. However, because education officials did not systematically collect data, researchers today find it virtually impossible to make meaningful retrospective comparisons. This problem is further complicated because in the decades following the institution of collective bargaining, nonunion states and districts tended to copy the policies and practices of unionized settings. In an effort to keep the union out of a district and be able to attract the best teachers, school officials offered salaries and working conditions comparable to those recently won in nearby unionized settings. These results made it difficult to isolate the effects of collective bargaining in different settings (Hannaway & Rotherham, 2006, p.113).

Lastly, collective bargaining, according to Hannaway and Rotherham (2006), was only one of many policies that changed public schools beginning in the late 1960’s. There were many factors that contributed to research in this area. Over the next two decades, women found career opportunities outside of education, for both teachers and paraprofessionals. For example, they sought work in fields such as engineering, banking and law. It became nearly impossible for researchers to isolate the role of collective bargaining during this change (Hannaway & Rotherham, 2006, p. 113).

**Graduate Programs in Administration that Include Courses in Negotiation**

The question still remains as to how formal level graduate coursework impacts negotiation on the part of school administrators and/or school committee members and whether the lack of such training has had a negative impact leading to ambiguity in key contract provisions that may work against the administration.

In an attempt to discover whether formal level graduate programs lack coursework in negotiations, research was conducted through *U.S. News and World Report* (January 2010),
providing Rankings - Best Education Programs. Within this article, the top fifteen colleges and universities were selected. Among the best in offering coursework in negotiations included; in first place, Vanderbilt University in Nashville, TN and in fifteenth place, Ohio State University. The following schools were mixed in between; Stanford University, Teachers College/Columbia University, University of Oregon, University of California (Los Angeles), Harvard University, John Hopkins University, Northwestern University, University of California (Berkeley), University of Texas, University of Wisconsin, University of Pennsylvania, New York University (Steinhardt), and the University of Michigan.

Of these fifteen colleges and universities, all offered similar doctoral programs such as Educational Leadership, Education Administration and Policy and Educational Policy and Leadership. The coursework for these programs is very similar. Most include: Foundations of Organizations of Leadership, Organizational Change, Action Research, Introduction to Research Design and Statistics, Quantitative Methods Validity Theory, Culture and Society, School Reform and Instructional Leadership. While there are some other courses relevant to each college and university, these courses appear to be the core requirements for the programs. The course that is absent from the core curriculum at most of these colleges and universities is Negotiation. Two universities do provide courses in negotiations. The first is Teachers College/Columbia University. The educational leadership program offers two courses as electives. The first is called “Staff Personnel Administration” which focuses on human resource needs, certification, selection, assignment, promotion, salaries, retirement, absences, evaluation development, tenure, academic freedom, teachers’ organizations, grievances and collective negotiations. The second course is called “Labor Management Relations in Education” which focuses on negotiations as an administrative process for decisions and management of patterns of
remuneration and working conditions. Enrollment is limited and there is a special fee of $30.00 to take the course.

The second university to offer a course in negotiation as an elective is the University of Wisconsin. The course is entitled “Collective Bargaining and Contract Administration in Education” which focuses on personnel systems and collective bargaining processes for professional and nonprofessional staff in education including elementary, secondary, higher and post-secondary education.

With courses in negotiation offered in higher education as electives, the question now becomes whether negotiation classes/training are necessary to develop negotiation skills. According to Taylor, Mesmer-Magnus, and Burns (2008), despite the popularity of formal negotiation courses, relatively little research has assessed their effectiveness in improving self-confidence and post-training transfer (p. 135). Taylor, et. al., (2008) conducted a study to explore the effectiveness of a semester-long negotiation training course that included areas such as improving negotiator-perceived skill or ability and post-training confidence (p. 136). Taylor et. al., (2008) also found that given the limited availability (although popular), of negotiation courses at universities (Wheeler, 2006), researchers can infer that students and their employers believe that such courses are an effective way to learn negotiation strategies and techniques and to improve negotiating skills (Taylor, et. al.).

In a qualitative study conducted by Taylor et. al., (2008), a hypothesis was formed indicating that in addition to perceived improvement in negotiation skills, the popularity of the courses suggests that real skill and strategy improvements occur as a result. The method used for this study incorporated the features (e.g. negotiation simulations, lectures, exams, class discussions, student presentations and video-taped negotiation analysis) of the semester-long
(fourteen week) negotiation elective course in the graduate school of business. Data was collected from two sample groups using “pre” and “post” surveys. The results supported the hypothesis that negotiation courses have a positive impact on both the development and maintenance of negotiation skill and confidence as well negotiating style changes (p. 137).

Taylor et. al., (2008) also found that while this research provides strong preliminary evidence for the effectiveness of university negotiation courses, it also has limitations. Most of the results relied on self-assessments. Whether courses in negotiation produce short or long-term gains in students’ knowledge, skills or self-efficacy is an area that requires further research. This study does provide evidence that these courses improve negotiator skills and confidence and that perceived skill improvements persist over time.

Given this information, it appears important for post-secondary institutions to include courses on negotiation as part of the core curriculum for students seeking a doctoral degree in education administration. This idea is critical because without these important skills, administrators and public schools are at a clear disadvantage and perhaps exposed both to the union’s ability to prevail in the bargaining process and to producing a contract that may not be in the best interest of the LEA.

Major Collective Bargaining Successes and Failures in the Educational Arena

According to Hess and West (2006), in many communities, contracts may be less restrictive than superintendents or school board members claim. A close reading of contracts frequently reveals a degree of flexibility that administrators fail to exploit. If the administrators are not skilled in negotiations, the ambiguity and flexibility in key contract provisions may work against the administration. A balanced assessment of collective bargaining requires paying
attention to union activity and formal contractual restrictions, but also to the behavior of superintendents, school boards and principals (Hess & West, 2006).

A national qualitative study of school superintendents was conducted by the researcher and the American Association of School Administration (AASA) to view the areas dealing with negotiations between boards of education and teacher organizations. The initial study was conducted in 1989 and replicated and administered in 1999. According to Sharp (2002), the composition of the board’s negotiating team, the role of the superintendent, the advantages and disadvantages of having board members participate in negotiations, the situations which occur as a result of having board members negotiate, and the relationships, if any, between these factors and the size of the district, as well as the experience of the superintendent, all impact the outcome of these negotiations, and was the basis for the research. The results from both studies indicated that the size of the district was significant in whether board members should be on the bargaining team. In both studies the number of years of experience as a superintendent was significant in whether or not the superintendent was on the negotiating team. Finally, for both years of the studies, there was a significant relationship between strikes and whether there was a school attorney on the negotiating team.

According to Sharp (2002), the role of the superintendent in negotiations has been debated from the beginning of school negotiations to the present time. According to Sharp AASA, the superintendents’ organization itself, suggested in 1961 that the role should be an “independent third party” (AASA, 1961) and that in 1968, the organization said that the superintendent should be a “consultant for both groups” (AASA, 1968.). Still, according to Sharp, others such as Getzels (1968), have suggested that the superintendent serve in a “transactional” role and not identify with either the board or the teachers.
Through this research, some individuals have noted that having the superintendent negotiate for the board makes the superintendent “an adversary of the professional staff”, reducing his/her effectiveness in areas such as curriculum leadership (Stinnett, Kleinmann, & Ware, 1966). Others agree that placing the superintendent at the negotiations table puts him/her in an adversarial setting, making the superintendent the “bad guy” (Ficklen, 1985; Gaswirth, 1986). While these debates are somewhat “dated”, they still hold true in many districts today, leaving the role of the superintendent undefined in negotiations.

According to Sharp (2002), collective bargaining takes ample time on the list of duties of most superintendents today. As teacher associations and unions have increased in number and strength, superintendents and boards of education have had to devote more time to the process of negotiations.

While the literature reviewed shows that some negotiation courses in business schools and other university programs are gaining popularity, the confidence and perceived skill or ability set the limit to the potential success of negotiation training in improving negotiating behavior outside training. Still, relatively little formal documentation of the efficacy of these courses in improving perceptions of skill and self-confidence exists in the literature provided (Taylor et. al.,).

**Chapter III: Research Design**

This chapter presents the main research question that guided this study as well as the research design used to investigate the perceptions of the LEA administrators working in various school districts. The following sections of this chapter discuss the validity and credibility of this study and the protection of human subjects and ethical considerations. The concluding paragraph will summarize a variety of perspectives for deepening the understanding of
negotiation and collective bargaining on the part of the superintendents and their perceived impact on education.

**Research Question**

The following research question will be explored through this qualitative research design:

What is the impact of formal training in negotiation, or lack thereof, as perceived by the LEA administrators on the outcomes of contract negotiations?

**Methodology**

Much of the research surrounding the impact of formal training in collective bargaining has focused on the position of the union negotiating rather than that of management (superintendents and school committee members). Numerous studies have been conducted regarding training union members to negotiate the formation of union negotiating teams and the strategies they utilize. However, there is a very limited amount of research that has been conducted relating to formal training in collective bargaining for superintendents and school committee personnel. There are several reasons for this, according to Hannaway and Rotherham, (2006), but perhaps the most compelling is because “education officials did not systematically collect such data, researchers today find it virtually impossible to make meaningful retrospective comparisons” (p.113).

The literature review focuses on the major findings of the limited research obtained for this project. A qualitative research study that aims to examine the quality of training of the school board’s negotiating team, the role of the superintendent, the advantages and disadvantages of having an administrative negotiating team (superintendent and school board members) with and without negotiation training and the impact (if any) this may have on education, is the basis for this research.
Qualitative research “is a means for exploring and understanding the meaning individuals or groups ascribe to a social or human problem. The process of research involves emerging questions and procedures, data typically collected in the participants setting, data analysis inductively building from particular to general themes, and the researcher making interpretations of the meaning of the data” (Creswell, 2009, p. 4). The purpose of this study involves “understanding the meaning, for participants…of the events, situations, experiences, and actions they are involved with or engage in” (Maxwell, 2005, p. 22). A qualitative study was chosen due to the interest “…not only in the physical events and behaviors that are taking place, but also in how the participants in the study make sense of these, and how their understanding influences their behavior” (Maxwell, 2005, p. 22).

A qualitative study approach will be utilized to examine the research question to gain insight from administrators who have participated in negotiations for the district. This methodology is in keeping with others’ commentary regarding case studies. For example, as Mertens (2005) notes, “Some authors view the case study as one type of ethnographic (interpretive) research that involves intensive and detailed study of one individual or of a group as an entity, through observation, self-reports, and any other means” (p. 237). In this case, the study population of seven superintendents can be considered an analysis of superintendent perspectives. This type of approach will be useful in attaining multiple perspectives of several individuals with the same vocational responsibility (superintendent) in relationship to the primary research question.

This research is made up of interviews with seven superintendents from seven separate school districts which require collective bargaining. The districts chosen are representative of those few districts that depend on a superintendent to lead the contract negotiations on the school
district’s behalf. The study will continue with a historical review of how the district has negotiated with the union over the years along with the success (or lack thereof) of contracts with regard to LEA management prerogatives and interests. In this qualitative study the researcher will conduct interviews with the superintendents who take a lead role in contract negotiations for these school districts.

This type of research is being utilized because it is a “familiar part of most peoples’ lives in the sense that historical reviews and interview results are often cited in the popular media…” (Mertens, 2005, p. 167). Interviews can be structured or unstructured and group or individual. For the purpose of this research, the interviews will be structured and conducted on an individual basis. This type of approach will be useful in attaining information regarding these New England school districts where the school superintendent plays an integral part or takes the lead in contract negotiations.

This research will be compared to two qualitative studies completed in 1989 and 1999 by the American Association of School Administration to view the areas dealing with negotiations between boards of education and teacher organizations. The difference between this research and the 1989 and 1999 studies is that this current research will be comprised of interviews with superintendents currently representing seven specific school districts that are representative of most districts in New England states, which continue to use a district administrator to lead their LEA negotiations. In those studies, both using a survey methodology, it was found that LEA negotiation team composition, experience of superintendent and whether an attorney was involved were major factors in negotiation outcomes.
Site and Participants

The site for this research will be seven separate school districts in New England. Three of the districts are in Massachusetts, one in Connecticut, and three in Rhode Island. These school districts were selected in terms of size (geographical size of district) as well as willingness of the seven superintendents to be a part of this qualitative study. The seven school districts are all similar in size with student enrollments ranging from 1200 students to 2400 students. The seven districts themselves are suburban school districts and deemed as sufficient samples representing the few school districts within New England who still have superintendents play the lead role in contract negotiation.

Data Collection

The source of evidence to be utilized for this qualitative study is interviews. During this process, according to Yin (2009), the researcher has two jobs: (a) to follow a professional line of inquiry, as reflected by the study protocol and (b) to ask the actual or conversational questions in an unbiased manner that also serves the needs of the inquiry (p. 106). Interviews require the researcher to operate on two levels at the same time: satisfying the needs of the line of inquiry (Level 2 questions) while simultaneously putting forth “friendly” and “nonthreatening” questions in the open-ended interviews (Level 1 questions) (Yin, 2009, p. 106-107). Creswell (2009) notes that this model emphasizes a major primary form of data collection (e.g. interviews) (p. 216). The sampling strategy used includes “purposeful selection” (Maxwell, 2005, p.88). Purposeful selection… “is a strategy in which particular settings, persons, or activities are selected deliberately in order to provide information that can’t be gotten as well from other choices” (Maxwell, 2005, p. 88).
For the purpose of this study, qualitative instruments will be utilized. The collection of qualitative data will be comprised of interviews with the acting superintendents of seven school districts where the superintendent takes a leading role in contract negotiations for the district. There will be close-ended questions (for the interview). Each interview will take place over the telephone and will take approximately 30 minutes each. Reflective memos will be taken during the various interviews and used during the coding process of the transcripts. This type of data collection allows for “one type of data (e.g. interview/case study) and inferences are based on the analysis of this data”(Mertens, 2005, p. 298). Additionally, the survey data from the study done in 1999 will be reviewed for the purpose of comparing the results of the findings done in that research and the outcomes of this current investigation.

Data Analysis

For data analysis, several steps suggested by Creswell (2009) will be followed. In a sequential approach, according to Creswell, themes and statements will be obtained from participants in the qualitative data collection phase. In the second phase, these statements will be compared to the study conducted by the American Association of School Administrators who conducted similar research in 1989 and replicated and administered it in 1999. It would be edifying to note any correlation between those two studies and this research. Implications of the results for practice or for future research on this topic will then be discussed.

The data analysis will follow information obtained through the superintendent interviews. Information will be tape recorded and then transcribed to complete the following processes involved with qualitative research. As Maxwell (2005) states:

The main categorizing strategy in qualitative research is coding…and the goal of coding is not to count things, but to “fracture” the data and rearrange them into categories that
facilitate comparison between things in the same category and that aid in the development of theoretical concepts. (p. 96)

For the purpose of this study, all of the superintendents will be asked the same questions in order to evaluate for similarities and differences in their perception of formal training in negotiations and the impact of that training (or lack thereof) in regards to their experience of negotiations. After transcribing all of the interviews, the following steps as presented in Mertens (2005) will be used for the qualitative data analysis:

**Step 1: Open Coding.** “Open Coding is the part of the analysis that pertains specifically to naming and categorizing phenomena through close examination of data…data is broken down into discrete parts, closely examined, compared for similarities and differences, and questions are asked about the phenomena as reflected in the data” (Mertens, 2005, p. 424). This will be achieved through the initial evaluation of the information obtained through the superintendent interviews.

**Step 2: Axial Coding.** Axial Coding is:

The part of the analytical process in which the researcher puts the parts of the identified and separated in open coding back together to make connections between categories…you build a model of the phenomena that includes the conditions under which it occurs (or does not occur), the context in which it occurs, the action and interactional strategies that describe the phenomena, and the consequences of these actions…you continue to ask questions of the data; however, now the questions focus on relationships between the categories…you begin to formulate possible relationships and continue to search for data for verification or negation of the hypothesized relationships (Mertens, 2005, p. 424).
Interpretation of the data collected thus far will be further analyzed for themes and relationships or differences between the responses of the superintendents.

**Step 3: Selective Coding.** Selective Coding “involves the process of selecting one category (the interviews) and relating the other categories to it” (Mertens, 2005, p. 424). Further analysis will be provided when specific themes are compared and contrasted between the superintendent and school committee results. Rich information will be yielded in the direct comparison of information gained from the superintendents and the comparison of results to the study conducted by the American Association of School Administrators in 1989 and replicated and administered in 1999. Implications of the results for practice or for future research on this topic will then be discussed.

**Validity and Credibility of the Study**

Various areas need to be examined when assessing the validity of a proposed research project. These areas include issues of credibility, transferability, dependability, confirmability, authenticity and transformative paradigm criteria.

**Credibility.** Guba and Lincoln (1989) identify credibility as the criterion in qualitative research that parallels internal validity…In qualitative research, the credibility test asks if there is a correspondence between the way the respondents actually perceive social constructs and the way the researcher portrays their viewpoints (Mertens, 2005, p. 254). This researcher will conduct member checks on an informal basis. For example, at the end of an interview, this researcher will summarize what has been said and ask if the notes accurately reflect the person’s position. Additionally, triangulation will be utilized to check factual data derived from the district (Mertens, 2005, pp. 255-256).
**Transferability.** According to Guba and Lincoln (1989) “identifying transferability is the qualitative parallel to external validity…In qualitative research, the burden of transferability is on the reader to determine the degree of similarity between the study site and the receiving context” (Mertens, 2005, p. 256). The information gained through these interviews may suggest how other superintendents may perceive the influence of formal training, or lack thereof, in the contract negotiations of other school districts.

**Dependability.** Mertens (2005) noted that “Guba and Lincoln (1989) identified dependability as the qualitative parallel to reliability. Reliability means stability over time…Change is expected, but it should be tracked and publicly inspectable” (p. 257). This researcher will make all information available should another researcher desire to implement a similar study.

**Confirmability.** Guba and Lincoln (1989) identified confirmability as the qualitative parallel to objectivity. Objectivity means that the influence of the researcher’s judgment is minimized. Confirmability means that the data and their interpretation are not figments of the researcher’s imagination. Qualitative data can be tracked to its source, and the logic that is used to interpret the data should be made explicit” (Mertens, 2005, p. 257). Yin (1994) “refers to this as providing a chain of evidence” (Mertens, 2005, p. 257). This researcher will share any preconceived notions or beliefs surrounding the study prior to its implementation including biases, hypotheses and underlying assumptions about this study in relation to the focus of the research.

**Authenticity.** Authenticity refers to the presentation of a balanced view of all perspectives, values, and beliefs. It answers the question, “Has the researcher been fair in presenting views?” (Mertens, 2005, p. 257). This researcher will identify how themes were
arrived at as well as what recommendations could be made based on the research. The researcher will become more aware of how this research molds their views on the current processes involved with the environment in which the participants originated.

**Transformative Paradigm Criteria.** Lincoln (1995) describes “the inherent characteristic of all research as being representative of the position or standpoint of the author...texts cannot claim to contain all universal truth because all knowledge is contextual; therefore the researcher must acknowledge the context of the research” (Mertens, 2005, p. 258). This researcher will report the findings based on this particular collection of data at this time. The researcher will take into account that any information obtained through this study may be pertinent to these and other administrators and school committee members in various districts at this time.

**Researcher’s Role**

This researcher is currently employed by Ocean Tides School in Narragansett, Rhode Island and has direct contact with superintendents in various bordering New England states. This researcher will be responsible for conducting the interviews with all superintendents. Given that the researcher has no formal ties or relationships with the superintendents interviewed or their current districts, this researcher’s position does not appear to threaten the validity of this study.

**Protection of Human Subjects**

All steps will be taken to ensure for the protection of human subjects per expectations of Northeastern University’s Institutions Review Board.
Informed Consent. Participants will be informed of the purposes of this research study. Participation is completely voluntary and the option will be given to decide not to participate after information has been provided pertaining to the research.

Confidentiality. For this study, the participants’ identities will be protected as will the identity of each district. Participants’ information will be held in the strictest of confidence, and they will be identified only as Superintendent #1, #2, etc. No other person shall see any identifying information pertinent to any participants who choose to be a part of this study. The researcher will be solely responsible for the input of the information obtained.

Conclusion

After careful reflection on all the components described within this research, it is the hope that this study will provide a variety of perspectives for deepening the understanding of negotiation and collective bargaining on the part of the superintendent and their perceived impact on education.

The educational theories posed in this research suggests that a key factor in addressing whether or not formal training is needed for a school district administrative team begins with individuals learning to discriminate between their perceptions and reality. Such learning takes place primarily through interaction with others. The human interaction in management plays an important role in negotiations.

This study is being completed to draw attention to the importance of formal training in the art of negotiations and collective bargaining. Research has shown that due to lack of expertise on the part those individuals who represent management, ineffective negotiation and resolution of conflict often lead to other problems that affect morale, budget and ultimately, student achievement. The main purpose of this study is to gather superintendents’ perspectives
on the value of formal training in negotiation and collective bargaining in all or some of the following: management prerogative (e.g. ability to assign a paraprofessional appointed by the school committee as a special education teacher assistant to a general education teacher assistant), fiscal prudence/cost control (e.g. ability to define co-pay for benefits) and interpretation of laws and regulations. It would be advantageous to learn as much information as possible about this issue surrounding formal training in negotiation and collective bargaining on the part of LEA administrators in order to provide school districts with the best possible resolutions for all.

Chapter IV: Report of Research Findings

Reporting the Findings and Analyses

This chapter presents the key findings and an analysis of the results of this study. The chapter is organized into five sections. The first section provides a brief description of the study and its participants. The second section provides an overview of the categories developed during the coding of interviews. The third section looks at commonalities from across the seven superintendents who participated in the study. The fourth section presents comparisons and contrasts found amongst the superintendents. In the fifth and final section, the findings are summarized.

The data was reviewed to answer the research question developed at the onset of this study:

What is the impact of formal training in negotiation, or lack thereof, as perceived by LEA administrators, on the outcomes of contract negotiations?

The seven superintendents interviewed were comprised of acting superintendents in three Massachusetts districts, one Connecticut district and three Rhode Island districts. These school
districts were selected in terms of size of district as well as willingness of the seven superintendents to be a part of this qualitative study. The seven school districts are all similar in size with student enrollments ranging from 1,200 students to 2,400 students. The seven districts themselves are suburban school districts and deemed as a sufficient sample to be representative of the few school districts within New England who still have superintendents who play a significant role in contract negotiations. Interviews were conducted via telephone.

**Study Context**

The superintendents were interviewed via telephone in a one-to-one setting to gain their perspectives as to why they may or may not find formal training in collective bargaining useful in their position as superintendent. This qualitative study was conducted to examine the impact of training as perceived by the superintendent, the role of the superintendent, and the advantages and disadvantages of having an administrative negotiating team (superintendent and school board members) with and without negotiation training, and the impact (if any) this may have on education.

A qualitative study approach was utilized to gain insight from administrators who have participated in negotiations for the district. This type of approach was useful in attaining information from superintendents who have different perspectives and educational backgrounds. All participants volunteered to answer four questions pertaining to their administrative experiences as well as their role in district labor negotiations. Each individual was free to share his or her experience and perspective to the extent that they were comfortable in doing so.

**Coding**

To provide an analysis of the seven interviews, various stages of coding were conducted as described in Chapter 3. Initially, all transcripts were reviewed to look for words or short
phrases from the actual language that helped to showcase superintendents’ perceptions as to the advantages and disadvantages of having an administrative negotiating team (superintendent and school board members) with and without negotiation training, and the impact (if any) this may have on education. Next, similarities and differences across the superintendents’ responses were examined to discern if any commonalities had emerged from the text. Participants’ educational backgrounds, experience as administrators and training were taken into account in relation to their perspectives of formal training in negotiation as depicted in their responses. Common results were arrived at through the interpretive coding of the data. This data will further be considered in relationship to the theory from which the study is being reviewed, social Interdependence theory, as well as the literature reviewed for this study as presented in Chapter 2.

Findings

Tables 1 through 4 highlight the commonalities across all superintendents interviewed for each sub-question. After a presentation of the themes as derived from an analysis of the interviews in relationship to each interview question, a description of each theme along with illustrative quotes is provided.

Superintendents’ formal training in contract negotiations and perceived impact on their ability to negotiate. As can be seen in Table 1, five of the seven superintendents stated that they had had formal training in negotiations and found this training useful and two had no formal training but did not see this as a detriment. In addition, coursework alone was not useful, but superintendents’ training along with their experience in negotiations was helpful. Superintendents’ responses in relationship to each theme are presented and discussed below.
Five superintendents interviewed had received formal training in negotiations and found this background useful in their current roles as superintendents.

- Two superintendents had no formal training; one did not view this as a detriment, while the other superintendent felt the training was missing in his skill set.
- Two superintendents did not feel the coursework alone assisted them in the negotiation aspect of their work as superintendent.
- All superintendents felt their training and experience in contract negotiation resulted in being more effective negotiators when engaged in such negotiations.

Five superintendents interviewed had received formal training in negotiations. It appears that the formal training in negotiation provided the necessary background for these five superintendents to negotiate for their respective districts. This training enabled the superintendents to view situations from all different areas and develop strategies to help solve the conflicts within negotiations. For example, superintendent #1 reflected on the formal training received in graduate school. Through a law course in public policy, a lot of history of collective bargaining was provided along with case studies and the components of contracts. Additionally, in a finance course, the implications of collective bargaining were discussed with the emphasis on what certain contract items do, as far as budget, whether they be sick days or professional days, and how that impacted the overall budget. Having this training, this superintendent taught a Facilities and Finance course for three semesters with the emphasis on the entire negotiation process because “you really don’t get that formally unless you take a course on that.”
In keeping with this response, Superintendent #3 stated the following:

As I worked for my Masters, C.A.G.S. (Certificate of Advanced Graduate Studies) and Doctorate, there were courses in labor relations but I got very little training from these courses. I also served as a Business Manager and I always attended negotiations and was part of the negotiating team so it was almost like an apprenticeship. I’m very lucky; I’ve had a lot of training and that makes me a little unusual. I understand the process, I understand where the unions are coming from, having served in an apprenticeship and having the coursework were very beneficial to me.

Superintendent #4’s responses were different than the others in that this superintendent provided knowledge which is incorporated in the theoretical framework of this study. This superintendent, while not trained in collective bargaining, was trained in collaborative bargaining. In the interview, she clarified the differences between collaborative bargaining and collective bargaining by stating:

About five years ago, the district negotiated using collaborative bargaining for the first time, which is a completely different process than collective bargaining. We did get formal training from the Board of Labor Relations who sent someone in to train. We all had to attend ten hours of formal training on collaborative bargaining; also called Issued Base Bargaining and that whole process, like I said, completely different. You sit at the same table, both teams and identify what issues are on both sides and you present those issues based on what you feel the central priorities should be and we decided it should be what is best for students so every issue that we presented we had to present it in a way and defend why what we wanted would ultimately be best for students. With collaborative bargaining, it is a completely different format. The whole situation takes on
a completely different twist. To provide a better scenario, in collective bargaining, we sit in two different places and our attorney and their representative go back and forth. Sometimes we actually sit at the same table with them. However, the focus has never been what is best for students, but rather what is best for adults most of the time. With collaborative bargaining, the focus is on what is best for the students and we come to terms with that, which benefits the students and not the adults.

Superintendent #6 stated he was “two courses away from getting his law degree at Tufts in Contract Law” and along with that had taken a number of different legal seminar courses in different pieces that he felt “assisted him in every realm of being a superintendent or principal”. Superintendent #7 stated:

My formal training has been through professional development seminars given by professional organizations. However, the bulk of training comes through experience, hands on experience in being in the field for a number of years with contract negotiations. I also sat on a school committee for twenty years so I also sat on the other side of the table as a school committee person and the greatest experience anyone can gain from negotiations is the whole initial process and that is gather information from your leadership team.

**Two superintendents had no formal training.** Superintendent #2 intimated that she had no formal training and learned her negotiation skills by participating in collective bargaining sessions as a school administrator particularly in a former role as assistant superintendent in her current district. Superintendent #2 could best be described as neutral in believing whether a lack of formal training in negotiations added or detracted from the Local Education Agency (LEA) receiving advantages when the contract was done. As an example, superintendent #2 stated, “I
had no formal training in negotiation. As I moved up the ladder in the district, once I reached the position of assistant superintendent, I attended all negotiations and that is how I continue the same process now as superintendent.”

Superintendent #5 responded that he did not receive formal training in contract negotiations but rather from the “school of Hard Knocks.” However, he pointed out:

Early on when I was a teacher, I was actually a union representative for a building of a very large school so I got to participate in it from the other side. I saw it from a teacher’s point of view, a unions point of view and for what they were looking for, so basically the only training I really got. It was really good because I sat on the other side of the table as a negotiator.

However, superintendent #5 also noted that “I wish I had had some training because I think that’s a big gap that I’m missing.”

Two superintendents did not feel the coursework alone assisted them in the negotiation aspect of their work as superintendent. Superintendent #3 revealed that he took graduate courses in labor relations but commented that “none of that coursework provided specific training in negotiation skills.” He did express his conviction that the training was beneficial in boosting his knowledge so that he was more adept when sitting at the collective bargaining table.

The results of the interview with superintendent #7 were similar to that of superintendent #3 in that both felt that while training was helpful, the hands-on experience was extremely beneficial. In the case of superintendent #7, he was a teacher, a special education supervisor, an elementary principal, a high school teacher, an assistant superintendent and a superintendent as well as a school committee member for twenty years (six of those years as the school committee chair).

This provided him with the best view from both sides. For example, he negotiated contracts as a
school committee member in one district and then negotiated contracts as a superintendent in another district.

*All superintendents felt their training and experience in contract negotiations resulted in being more effective negotiators when engaged in such negotiations.* The seven superintendents interviewed have all been in education, at the administrative level, for over 10 years. Their backgrounds vary as to how they got into their current positions. For example, one superintendent has been with the same district for their entire career. The superintendent began as a teacher, moved to principal, then on to assistant superintendent and to the current position of superintendent. Another superintendent was also a business manager prior to working in education and this provided excellent background in moving on to take the position as superintendent. Two superintendents have worked in the same state for their careers, but have moved from one district to another prior to becoming superintendent in their current districts. Three other superintendents worked in Massachusetts first, then moved to Rhode Island where they have remained. One superintendent in particular had the good fortune to participate as a school committee member for twenty years while in his administrative career in a different district.

*What experiences prepared the superintendents to effectively negotiate in their districts, as perceived by them?* As presented in Table 2, five of the seven superintendents believed that their formal training contributed to their ability to negotiate. In addition, all seven felt that their “hands-on” experience greatly contributed to their repertoire of negotiation skills.
Table 2

Commonalities in relationship to the question: What in your past experiences prepared you for negotiating for the school district?

- Five of the superintendents acknowledged that their skill set regarding negotiations evolved from the formal training they each incurred.
- All superintendents agreed the actual “hands on” experiences with negotiations added to their repertoire of negotiation skills.

Five superintendents acknowledged that their skill set in negotiations evolved from formal training they incurred. All five superintendents had formal training in negotiation either through graduate coursework or through training provided by the district for a specific type of negotiation. For example, superintendent #1 stated that “in addition to my coursework, it was the internship in my former district, sitting down and I guess the more people you meet, at least in Massachusetts, from the Massachusetts Teachers Association, you kind of know their playbook.” Superintendent #3 had courses in labor relations, but served as a school business manager prior to a superintendent position. He stated:

I always attended negotiations and was part of the negotiating team so it was almost like an apprenticeship. I’m very lucky, I’ve had a lot of training. That makes me a little unusual. I understand the process, I understand where the unions are coming from and serving an apprenticeship and the coursework were very beneficial to me.

Superintendent #4 commented that her coursework and professional development were valuable, but also the fact that she had “eight or nine years of negotiation experience.” All superintendents felt that these courses and formal training helped them to view situations from all different areas and to be better prepared and able to develop strategies to help solve the conflicts within
negotiations. Evidence of this can be gained based upon the quotes of superintendents #6 and #7 during their interviews. Superintendent #6 stated:

I was two courses away from getting my law degree at Tufts in contract law. Along with that, I had taken a number of different legal seminar courses in different pieces that have assisted me in every realm of being a superintendent or principal. Actually the background has helped me in negotiating as I have been on both sides of the negotiation table and that helps. I think negotiations, strategies with negotiations, differ from town to town, community to community or where unions are in different communities or what the culture is of the different communities.

Superintendent #7 answered the question by adding in his experience stating:

…formal training received has been through professional development seminars given by professional development organizations. However, the bulk of training comes through experience, hands-on experience in being in the field a number of years with contract negotiations. I also sat on a school committee for twenty years so I also sat on the other side of the table as a school committee person and the greatest experience anyone can gain from negotiations is the whole initial process and that is gathering information from your leadership team to see what issues are possibly impacting their ability to operate their schools or their departments.

All superintendents agreed the actual “hands-on” experiences with negotiations added to their repertoire of negotiation skills. All of these superintendents participated in negotiations prior to their current positions. All sat in on negotiations which provided them with the necessary skill set to negotiate once they became superintendents. For example, superintendent #4 was a central office administrator for eleven years and stated:
…in all those eleven years, I have been involved with contract negotiations with one bargaining unit or another. In my first four years as assistant superintendent, I was responsible for bargaining with the smaller units, but now as superintendent, I do all of them and it was all of my past experiences in negotiations that provided my negotiation skill set to negotiate all contracts for my district.

Superintendent #1 was similar to superintendent #4 in that he stated:

I guess my informal training, being an assistant superintendent, being at the table in my former district which was a part of my internship. I think those sessions and those negotiation times probably taught me more than what I learned in the graduate courses because it’s that whole understanding what the implications are, certain contract issues, and understanding who the players are sitting across the table from you.

Four out of the seven superintendents sat in on negotiations as principals or assistant superintendents, while three of the seven superintendents negotiated on the union side first before becoming administrators. For example, Superintendent #3 noted that:

…as a school business manager, I attended negotiations and was part of the negotiating team so it was almost like an apprenticeship. I understand the process, I understand where the unions are coming from and serving that apprenticeship and coursework were very beneficial to me. Being part of the negotiation team helped me greatly.

Superintendent #2 stated:

I did not receive formal training of any kind in negotiations. I learned as I made my way up through the ranks. I began as a teacher for the district and then became a principal. Once in that position, I began learning about negotiations, but did not participate at that
time. From there, I became the assistant superintendent and that is when I participated in
the negotiation process.

Superintendent #5 stated that:

…early on, when I was a teacher, I was actually a union representative for a building of a
very large school so I got to participate in negotiations from the union side. I saw it from
a teacher’s point of view, and it was really good because I sat on the other side of the
table as a negotiator and that is basically the only training I really got.

Superintendent #6 commented that, “having been on both sides helps. I was president of the
teachers union in Massachusetts. In a matter of three years, I was on the other side negotiating
contracts as I became a school administrator for the same town”. Superintendent #7 stated:

…personally, my experience was as a teacher, a former special education supervisor, an
elementary principal, a high school teacher, an assistant superintendent and I have served
as a superintendent and I have served twenty years on my local school committee, six of
which I served as chairman. I think collectively all of that gave me a wealth of
experience in negotiating contracts.

Through all of these responses, it appears their experiences gave these superintendents a
unique perspective as they were able to see where the other side was coming from and where
they needed to go. Each had a few (two to four) years of experience and training as
“apprentices” so they all knew from these “real world” situations how to proceed with collective
bargaining.

**Do the superintendents feel that their experience in negotiations have benefited their
districts and how so?** There are vast differences in how each superintendent answered the
question as to their training and experience as a superintendent with contract negotiations leading
to contracts which were more advantageous or less advantageous to the Local Education Agency (LEA) in regards to cost containment, management prerogative and regulatory interpretation.

As seen in Table 3, the vast majority of superintendents interviewed (six) strongly believed the contracts they negotiated were advantageous to the school department. Only one superintendent disagreed with those six and he believes there is equanimity in the negotiations with neither side at an advantage.

Table 3

Commonalities in relationship to the questions: Superintendents’ comments on how their experience in negotiations has benefited their district as perceived by them?

- Six superintendents were unanimous in expressing that their school districts were formulating collective bargaining agreements (CBAs) that were advantageous to those districts
- One superintendent felt the contracts negotiated were balanced, not favored to either side.

**Six superintendents were unanimous in expressing that their school districts were formulating collective bargaining agreements (CBA’s), that were advantageous to those districts.** The results from this interview question show that six superintendents were unanimous in expressing that their school districts were formulating Collective Bargaining Agreements (CBA’s), through recent negotiations, that were advantageous to those districts. The results of the interview with superintendent #1 were the most edifying in answering question #3. He gave three specific reasons as to why his district’s contracts were currently more advantageous to the Local Education Agency (LEA) than in the past: (a) the CBA’s were previously disadvantageous to his LEA (b) the current CBA is more student-centered; (c) future CBA’s will become even
more advantageous to the LEA. Superintendent #2 mentioned that she felt that the school department usually has the upper hand. Her district and the union have a good working relationship. Superintendent #3 clearly stated in the interview that “the contracts were more advantageous to the Local Education Agency”. Superintendent #4 reinforced the notion that LEA’s now have the advantage in the final outcomes of contract negotiations. Essentially, according to superintendent #4;

…the teacher union bargained a one year contract for 2012, then agreed to bargain another three years out beyond that. This district got four years….the first two at zero percent, the third year a one-to-one split (moderate raise), then the final year a two-to-one split.

With this contract, this superintendent believes that the administrative negotiating team had the advantage. “Management really got the advantage because it is going to help with our budget situation,” she stated. This superintendent also found that during this process, the union was asking for a lot of language changes that were “totally absurd.” For example, she states:

…they asked for an additional day for teachers to spend with an ailing family member that lived outside the family household; or spending five days with their mother who was sick out in California. Management did not see the need to have this in a 180 day schedule, so they went back and forth and after a short while, the union agreed to no contract language changes. Given this and the zero percent for two years, it was advantageous to management.

Superintendent #5 felt that the negotiations were much more advantageous to the LEA as his teachers received a “zero” pay increase for the following three years while the district increased the health care co-pay. Superintendent #6 reiterated that he felt that the LEA was
advantageous 100% of the time “without exception”. He also stated that “the level of trust is imperative and that takes a long time to establish. You can be a lot more successful in whatever you’re trying to achieve providing that trust level has already been established”.

**One superintendent felt the contract negotiated was balanced; not favored to either side.** Superintendent #7 differed in his response from the other superintendents interviewed in that he stated:

I am proud of the fact that I believe it was balanced. It’s not favored to either side. I think when you negotiate a contract within a four month period, both sides are satisfied with that language in the contract, that’s the art of compromise and that balances issues on both sides.

He also stated (in a similar fashion to all superintendent interviews) “the biggest winners in any contract should always be the kids”. According to this superintendent, “winning and losing should not be the conversation. The conversation should be balanced; both sides are satisfied, both sides are happy, both sides have the tools to benefit the kids.”

**The role of the school district attorney.** The superintendents’ responses to the question of the district attorney’s role can be seen in Table 4. Interestingly, the responses to the question concerning the role of school district attorney in contract negotiations (study question #4) had the greatest disparity amongst the interview responses of the seven superintendents. Along this spectrum, three attorneys take the lead role in CBA negotiations all the time while, on the other end, two superintendents take the lead role and the attorneys take a very minor role. In the middle of this continuum there is one district where the superintendent leads negotiations on the educational issues and the attorney on all other aspects of the contract. The last superintendent
states it is a shared responsibility with the attorney and the superintendent, or the attorney taking the lead depending on the situation.

Table 4

Responses to the question: Has the school district attorney taken the lead role in negotiations and if so, when and what were the circumstances?

- Three of the superintendents state their school district attorneys take the lead role all of the time
- One superintendent takes the lead in negotiating the educational portion alongside the school attorney who leads the negotiations of the remainder of the Collective Bargaining Agreement (CBA)
- Two superintendents take the lead role and the school attorney does not participate in negotiations at all. The attorney is brought in at the conclusion of the collective bargaining process to review contract language
- One superintendent notes that sometimes the attorney does take the lead and sometimes he does not; depends on the circumstances.

*Three of the superintendents state their school district attorneys take the lead role all of the time.* In three of these districts the attorneys do all the negotiating. The superintendents provide information to the attorney and are kept apprised of the negotiations, but neither superintendent does the actual negotiating.

Superintendent #3 firmly stated that “the attorney takes the lead role … period. They know the negotiation process very well, they know how to research, [and] prepare all the documents.” There are actually two school committee members present at the table with this superintendent. According to this superintendent, “to have trust between two negotiators is important. The teacher union negotiator and the school attorney see each other in many other places and they have a rapport, which is important in negotiations.”
Superintendent #4 was in agreement by stating:

…in every single case where I’ve negotiated, the expectation is that the attorney take the lead. The attorney had actually taken the minutes of the meetings, gone back and put them into note form so we had the process, the history, all on paper, and then scheduled a pre-negotiation meeting before every negotiation meeting.

Superintendent #7 agreed and stated, “yes, in circumstances where there’s a fiscal discussion or there’s a regulation discussion or discussion about language that impacts state law, interpretation of state law or a question of regulations from the Department of Education and how that is interpreted”. This superintendent went on to discuss contract language and the importance of specific contract language which is why the attorney does take the lead role in his district.

*One superintendent takes the lead role in negotiating the educational portion alongside the school attorney who leads the negotiations of the remainder of the Collective Bargaining Agreement (CBA).* Superintendent #2 noted that it is only the attorney and the superintendent in the room. This superintendent stated that:

…the school committee members are not involved in negotiations in this district. When I became superintendent from being the assistant superintendent, the school committee asked if they should begin to sit in on negotiations. I explained that they had not been involved in any past negotiations and therefore I would be able to conduct the negotiations with just the attorney; the school committee members agreed.

The superintendent continued:

…the school committee and superintendent confer on what the negotiating items will be and the attorney and superintendent work on behalf of the school committee wishes. The
superintendent provides counsel to the school committee members and brings their concerns to the attorney. Both the attorney and the superintendent negotiate; the superintendent on educational issues and the attorney on contractual issues and language. This superintendent also noted this model has worked for this district for as long as she remembers.

Two superintendents take the lead role and the school attorney does not participate in negotiations at all. The attorney is brought in at the conclusion of the collective bargaining process to review contract language. Superintendent #1’s district negotiates with the superintendent and school committee members. They sign off at each phase of negotiations as they go along. They find this helpful because once an agreement is made, management initials and the teachers’ union initials so that there is an agreement that cannot be changed and cannot be brought up again. Then, at the very end, before anyone signs on the dotted line, the school committee signs and then the contract is sent to the attorneys. The attorney goes through it and makes sure there is nothing glaring that they cannot live with (i.e. no inappropriate contract language) but for the most part the attorneys are very supportive. Superintendent #1 stated “the only part we bring the attorney in for is at the end”.

Superintendent #5 was in agreement and stated:

…he doesn’t take the lead role. The only time is (and the strategy I use because it’s expensive for both sides to use an attorney) when we’re talking about teacher evaluation. I had the attorney look it over and offer suggestions and the union did the same thing. Other than checking with the attorney for contract language, the attorney does not take the lead role.
One superintendent notes sometimes the attorney does take the lead and sometimes he does not; depends on the circumstances. Superintendent #6 had a different perspective than others interviewed. He answered it from two perspectives. One perspective was that the attorney does take the lead role depending on the circumstances and what you are trying to achieve in the contract and the other is the attorney should be on the sidelines as a resource. This superintendent noted that:

…if the attorney is allowed to take the lead role, he/she may keep the negotiations going so he/she will continue to be paid. Attorneys are very costly so it is to the benefit of the district not to have the attorney take the lead role.

Instead, this superintendent would rather guide the attorney as to what should be done for the district. Superintendent #6 made an interesting point that matches my research. He stated, “if you go back a long, long time ago, many people recognized the fact that superintendents should not be part of the negotiation process because when all is said and done, they have to work with these people, that’s always got to be kept in mind”.

Major Findings

The findings from this study come together from a collection of seven interviews with seven superintendents in seven different New England school districts. Negotiation is such a common problem-solving process; it is in everyone's interest to become familiar with negotiating dynamics and skills (Moore, 1986). In all of the interviews, each superintendent explained how they helped to change their district’s thinking so that they could have better choices for students. This is how old relationships are redefined. You find ways of looking at something from a different lens. For example, superintendent #4 used collaborative negotiation to arrive at a win-win scenario. Superintendents #3, #5, #6 and #7 listened to both the wants and needs of the
union as well as the wants and needs of the school board and were facilitators between the two to arrive at a resolution that would best serve students. Superintendents #1 and #2 also played roles to redefine old relationships by utilizing problem-solving techniques that they knew would work for their districts.

The seven superintendents interviewed have used problem-solving techniques and decision-making skills to obtain the best contract language for their respective school districts.

In sum, superintendent comments in this qualitative study indicated that:

**There is a need for formal training in negotiations as it results in a more effective negotiator.** Of the seven superintendents interviewed, five superintendents had formal training through graduate coursework. Four of those superintendents training was based on contract and labor negotiations while one superintendents training was based on educational negotiations. All felt this provided a solid knowledge base as well as the confidence to negotiate.

**Experience is also a key factor in negotiations as it too provides key elements critical for an effective negotiator.** All seven superintendents believe their “hands-on” experience greatly contributed to their repertoire of negotiation skills. Through apprenticeships and internships, these superintendents gained valuable experience by observing the process of negotiations.

**Advantageous collective bargaining agreements.** Most superintendents felt their districts were formulating collective bargaining agreements which were advantageous to those districts. However, one superintendent believes the contracts negotiated in his district were balanced and not favored to either side.
Attorneys in contract negotiations. Attorneys have their place in contract negotiations in school districts. However, that place is varied given the responses from these seven superintendents.

**Chapter V: Discussion of Research Findings**

Revisiting the Problem of Practice

In the contentious world of school reform, the art of negotiation is of utmost importance. In the past ten years alone, local and national teachers’ unions have challenged almost every aspect of education reform, most recently the effort to connect teacher pay to student achievement. In most of the country, educators and paraprofessionals are represented in contract negotiations and disputes by professional associations or unions led by individuals with strong backgrounds and experience in negotiation.

Over the past several years, collective bargaining and negotiation between teachers and local community agents such as school committees or school boards have become the subject of national attention. Most recently, Wisconsin and Tennessee have challenged the status quo by ending collective bargaining and giving local school boards the full authority to operate their districts in the manner they choose.

This study sought to explore the degree to which formal training in collective bargaining, on the part of the LEA administrators, has impacted negotiation outcomes. While there appears to be little research available for discussion on this important topic of negotiation, this study also addressed the potential benefits of formal graduate coursework in the art of negotiations and the increasing need for superintendents to have sharply honed skills in order to generate the best CBA they can on behalf of their constituencies.
This study was designed to specifically address the following research question: What is the impact of formal training in negotiation, or lack thereof, as perceived by LEA administrators, on the outcomes of contract negotiations?

**Review of the Methodology**

Much of the research surrounding the impact of formal training in collective bargaining has focused on the position of the union negotiating rather than that of management (superintendents and school committee members). Numerous studies have been conducted regarding training union members to negotiate, the formation of union negotiating teams and the strategies they utilize. However, there is a very limited amount of research that has been conducted related to formal training in collective bargaining for superintendents and school committee personnel. There are several reasons for this, according to Hannaway and Rotherham, (2006), but perhaps the most compelling is that because “education officials did not systematically collect such data, researchers today find it virtually impossible to make meaningful retrospective comparisons” (p.113).

The qualitative study in the area of negotiation was conducted by interviewing seven school superintendents in New England who lead contract negotiations. This researcher assessed the formal level of training in negotiation, the types of negotiation engaged in and the results of those negotiations through interviews with each of the superintendents to help answer the research question. The data was coded and emerging findings were identified across the seven superintendents.

Data was collected for this qualitative study through telephone interviews. A summary of the Research Findings was presented in Chapter 4. Major findings that emerged were discussed in the previous chapter regarding the superintendents interviewed as well as a comparison or
contrast between and among the superintendents through these findings. This chapter will be organized in a manner in which the findings from this study will be summarized briefly and then examined in relation to the theoretical frameworks (Chapter 1) and the literature review (Chapter 2) that were reviewed for this study.

**Summary of Findings**

As the findings were reviewed, there were four areas that were significant to this study:

(a) The superintendents who engaged in formal training in educational negotiations felt it was important to the negotiation process; (b) The superintendents who lead negotiations without the assistance of an attorney; (c) The experience and backgrounds of the superintendents for contract negotiations or collective bargaining agreements; and (d) The importance of trust in negotiations as perceived by the superintendents.

**The superintendents who engaged in formal training in educational negotiations felt it was important to the negotiation process.** There were five superintendents who had formal training, in negotiations. Superintendent #1 took law courses in public policy, the history of collective bargaining, components of contract law and finance. Superintendent #3 took coursework in labor relations while superintendent #6 was two courses away from a law degree in Contract Law. Superintendent #7 gained formal training through professional development seminars in the area of contract law. While these four superintendents all have formal training in negotiations, only one superintendent (superintendent # 4) had specific training in educational negotiations. This superintendent, while not trained in collective bargaining, was trained in collaborative bargaining. The superintendent explained the training in the following way:

About five years ago, the district negotiated using collaborative bargaining for the first time, which is a completely different process than collective bargaining. We did get
formal training from the Board of Labor Relations who sent someone in to train. We all had to attend ten hours of formal training on collaborative bargaining; also called Issued Base Bargaining and that whole process, like I said, completely different. You sit at the same table, both teams and identify what issues are on both sides and you present those issues based on what you feel the central priorities should be and we decided it should be what is best for students so every issue that we presented we had to present it in a way and defend why what we wanted would ultimately be best for students. With collaborative bargaining, it is a completely different format. The whole situation takes on a completely different twist. To provide a better scenario, in collective bargaining, we sit in two different places and our attorney and their representative go back and forth. Sometimes we actually sit at the same table with them. However, the focus has never been what is best for students, but rather what is best for adults most of the time. With collaborative bargaining, the focus is on what is best for the students and we come to terms with that, which benefits the students and not the adults”. With this type of negotiation, everyone appears to put their “wants” and “needs” on the table and a discussion ensues with a resulting “win -win” negotiation style.

Both of the superintendents who did not receive formal training in negotiations felt their experiences prepared them very well to negotiate for their districts. However, superintendent #5 stated, “I wish I had some training because I think that’s a big gap that I’m missing.”

Two superintendents who lead negotiations without the assistance of an attorney felt they obtained the best contracts for their districts. Within this district, superintendent #1 leads negotiations, along with two school committee members, from start to finish. This superintendent has the formal education background, the coursework and the experience to take
the lead role. The attorney’s role for this district is limited to “signing off” on the CBA regarding its legal wording and regulatory compliance issues.

In Superintendent #5’s district, he also leads negotiations, along with two school committee members from start to finish. While this superintendent does not have the formal educational background, he does have the experience of being a negotiator as a union representative for a building of a very large school. Within this district, the attorney’s role is limited to reviewing contract language and “signing off” on the CBA.

**The experience and background of the superintendents for contract negotiations or collective bargaining agreements.** The five superintendents believed their formal training in negotiations provided them with a knowledge base and the confidence to negotiate successfully. However, these five superintendents did not feel it was the coursework alone that contributed to their success.

All seven superintendents believe their “hands-on” experience greatly contribute to their repertoire of negotiation skills. For example, superintendent #4 was a central office administrator and stated that, “in my first four years as assistant superintendent, I was responsible for bargaining with the smaller units. It was all of my past experiences in negotiations that provided my negotiation skill set to negotiate all contracts for my district.”

Superintendent #1 was similar to superintendent #4 in that he stated:

I guess my informal training, being an assistant superintendent, being at the table in my former district which was a part of my internship. I think those sessions and those negotiation times probably taught me more than what I learned in the graduate courses because it’s that whole understanding what the implications are, certain contract issues, and understanding who the players are sitting across the table from you.
Superintendent #3 noted that:

…as a school business manager, I attended negotiations and was part of the negotiating team so it was almost like an apprenticeship. I understand the process, I understand where the unions are coming from and serving that apprenticeship and coursework were very beneficial to me. Being part of the negotiation team helped me greatly.

Superintendent #2 stated:

I did not receive formal training of any kind in negotiations. I learned as I made my way up through the ranks. I began as a teacher for the district and then became a principal. Once in that position, I began learning about negotiations, but did not participate at that time. From there, I became the assistant superintendent and that is when I participated in the negotiation process.

Superintendent #5 stated that:

…early on, when I was a teacher, I was actually a union representative for a building of a very large school so I got to participate in negotiations from the union side. I saw it from a teacher’s point of view, and it was really good because I sat on the other side of the table as a negotiator and that is basically the only training I really got.

Superintendent #6 commented that, “having been on both sides helps. I was president of the teachers union in Massachusetts. In a matter of three years, I was on the other side negotiating contracts as I became a school administrator for the same town”. Superintendent #7 stated:

…personally, my experience was as a teacher, a former special education supervisor, an elementary principal, a high school teacher, an assistant superintendent and I have served as a superintendent and I have served twenty years on my local school committee, six of
which I served as chairman. I think collectively all of that gave me a wealth of
experience in negotiating contracts.

Through all of these responses, it appears their experiences gave these superintendents a
unique perspective as they were able to see where the other side was coming from and where
they needed to go. Each had a few (two to four) years of experience and training as
“apprentices” so they all knew from these “real world” situations how to proceed with collective
bargaining.

The importance of trust in negotiations as perceived by the superintendents.
Throughout all the interviews, the one key that was found in all seven responses to questions was
the “trust”. For example, superintendent #3 stated, “to have trust between two negotiators is
important”. Superintendent #7 stated, “you sit across the table from somebody who’s
negotiating and you have to have a persona that’s trusting. If you don’t have that, negotiations
will be a very arduous process”. Superintendent #5 noted, “teacher evaluation, it’s huge and
we’re giving them nothing; we’ve been fortunate because of that trust factor”. Superintendent #4
noted that, “when you sit across from someone and put all your cards on the table, there is that
level of trust that is present and needed”. Superintendent #6 stated, “the level of trust is
imperative and that takes a long time to establish. You can be a lot more successful in whatever
you’re trying to achieve providing that trust level has already been established”. Superintendent
#2 has the trust factor in place because she has moved up through the ranks in the same district
for her entire career. This has given her the opportunity to know all sides and build that level of
trust which is critical to negotiations. Superintendent #1 had a difficult time when he first
arrived at his current district. However, through the years, he has managed to build a level of
trust so that he is able to negotiate in “good faith” and that trust level allows him to put his cards on the table along with those of the union.

Based on the responses from the seven superintendents, one could argue that having coursework is valuable, but internships or apprenticeships are also necessary as a way of gaining experience which involves observing the process of negotiations, and participating in “real world” negotiations which make a big difference. These experiences also provide the negotiator the ability to know how to gain a level of trust with the people in the district and this too is extremely important for purposes of negotiation.

It is also important to note that having coursework is important as it provides background knowledge and adds confidence to the negotiators repertoire of skills. However, the internship or experiences are valuable as the negotiators learn different strategies, are able to better understand what the process and the implications are. They know what the issues are coming to the table and understand where the union is coming from. They also learn how to develop a level of trust which is an important aspect of negotiations.

**Discussion of Findings in Relation to Theoretical Framework**

Social interdependence theory was used to inform the analysis of this study. One of the most important skills within this theory is decision-making that includes both judgment and choice. Both at a personal level and in the context of organizations, decision-making strongly affects the quality of life and success (Hammond, McClelland & Mumpower, 1980; Kaplan & Schwartz, 1975). This was evident within all of the answers from the interview questions posed to the seven superintendents.

Social interdependence theory is about how to understand and negotiate life. It serves as a foundation for other theories by providing the ability to deal with trust, conflict, integrative
“Integrative negotiations are grounded in promoting a cooperative, problem-solving process to an agreement” (Johnson & Johnson, 2006). All the superintendents interviewed had the ability, training and experience to negotiate more effectively for their respective districts.

Negotiation is the principal way that people redefine an old relationship that is not working to their satisfaction or establish a new relationship where none existed before. Because negotiation is such a common problem-solving process, it is in everyone's interest to become familiar with negotiating dynamics and skills (Moore, 1986). In all of the interviews, each superintendent stated how they helped to change their district’s thinking so that they could have better choices for students. For example, superintendent #1 stated that;

prior to my arrival as superintendent, the Collective Bargaining Agreements (CBA’s) were disadvantageous to the Local Education Agency (LEA). With my negotiation style the current Collective Bargaining Agreement is more student-centered. I believe because of my relationship with the unions, as well as my formal training and experience, future Collective Bargaining Agreements will become more advantageous to the Local Education Agency (LEA).

Social interdependence theory is a theory that provides skills for negotiation. The seven superintendents interviewed indicated the practices they use are in concert with the social interdependence theory. This was particularly reinforced by the responses given by superintendent #4 whose statements parallel Johnson and Johnson (2003) whose social interaction theory provides a framework for understanding integrative negotiations (a cooperative situation in which individuals seek an agreement that benefits everyone involved).
Discussion of Findings in Relation to the Literature Review

The findings from this study have a strong connection with the literature presented in Chapter 2. The literature review focused on the impact of formal training in negotiation, or lack thereof, on the part of school administrators regarding the outcomes of contract negotiations (including but not limited to management prerogative, cost control, and interpretation of specified rules, regulations and statutes). This researcher will compare and contrast the commonalties between both the 1989 and 1999 studies and this current research.

Responses from the seven superintendents were integrated into the associations between a national study of school superintendents conducted by the American Association of School Administrators (AASA) and researcher William L. Sharp between 1989 and 1999. The 1989 and 1999 studies were conducted to examine the areas that dealt with negotiations between boards of education and teacher organizations. Some of the areas included the composition of the board’s negotiating team, the role of the superintendent, the advantages and disadvantages of having board members participate in negotiations, and the relationships, if any, between these factors and the size of the district and the experience of the superintendent.

According to Sharp (2002), the role of the superintendent in negotiations has been debated from the start of schools negotiating (1960’s) to the present. There are many who believe that the superintendent is the leader of the district and therefore should remain neutral. The superintendent’s association suggested that the superintendent’s role in negotiations should be as an independent third party (1961) but later (1968) changed their belief that the superintendent should be a consultant to both the school district and the teachers’ union.

Stinnett (1966) noted that having the superintendent negotiate for the board makes the superintendent an adversary of the professional staff, thereby reducing his/her effectiveness in
areas such as curriculum leadership. Other researchers, according to Sharp (2002) found that putting the superintendent at the negotiations table places him/her in an adversarial setting, making him/her the “bad guy.”

In the current research, superintendent #3 agreed with the above statements. He stated that “first, negotiations is not between the superintendent and the union; it is between the school board/school committee and the union. When viewing it from this perspective it puts a layer between the superintendent and the union.” This is good to a certain degree because “we all have to live together after negotiations are over”. During negotiations, there is a sub-committee who sits at the table with superintendent #3. The superintendent is there as their advisor. He noted he is careful about that role as they will ask him questions such as “What does this mean? What do you think about this health insurance? How would this impact the district?”. He stated that he tends to not converse with the union formally because the dialogue is really between the attorney and the union negotiator. However, in some instances during the negotiation process, this superintendent is able to talk to people in the union. He has informal discussions with them and brings back their ideas to the board for consideration. Superintendent #3 stated that “you have to live with these people. You should not be part of it; not as the negotiator”.

In comparison to the current research, there are many differences with the two previous studies. The previous studies involved surveys while the current research utilizes interviews. Both the 1989 and 1999 studies were of 400 superintendents in 400 districts. The current research involves seven superintendents from seven different districts. However, the results from the 1989 and the 1999 study closely match that of the current research in many other areas.

Sharp (2002) reported that both the 1989 and 1999 study called for the range of the total years the interviewees spent as superintendents. In the 1989 study, superintendents reported one
to thirty-one years. In the 1999 study the range was one to thirty-one years; and in the current research the range is from eight to thirty years. Within all studies, the ranges are comparable.

The next area of the 1989 and 1999 study, Sharp (2002) reported, inquired as to the gender of the superintendents. In 1989, ninety-one percent (91 percent) were male; in 1999, eighty percent (80.1 percent) were male and in this current study, eighty percent (80 percent) are male and twenty percent (20 percent) female. The 1989 and 1999 studies reflected on the fact that more women were becoming superintendents and those superintendents who stated they were male declined over the ten-year span (p. 43).

Another area touched upon by the 1989 and the 1999 study was the number of students in the district. In both 1989 and 1999 the number ranged from 1000 to 3000. In this current research, the number of students was similar to the two studies, the range for this study being from 1200 to 2400 students.

In both the 1989 and 1999 study, according to Sharp (2002), the superintendents were asked about the path they took to becoming a superintendent. In 1989, 46 percent were principals just before becoming superintendents. The exact same percentage (46.8 percent) agreed in 1999. The second most popular path to becoming a superintendent was through a central office administrative position, with approximately 43 percent having that position in 1989 before becoming superintendent and 46 percent reporting that position in 1999. In the current study, superintendent #2 worked her way up through the district by first becoming a principal, then an assistant superintendent and finally a superintendent. Superintendents #1, #5, #6, and #7 were assistant superintendents in other districts prior to becoming a superintendent in the current districts. Superintendents #3 and #4 were both central office administrators prior to becoming assistant superintendents and are currently superintendents in their respective districts. It should
be noted that all seven superintendents interviewed for this current study all held the position of assistant superintendent prior to becoming superintendent. This is a difference from the studies in both 1989 and 1999, as those individuals went from being a principal to a superintendent.

The 1989 and 1999 study continued with the composition of the negotiating team. It is at this point that the results from 1989 and 1999 were compared to a 1970 study conducted by Caldwell. The results from the three studies found, according to Sharp (2002), that the majority of school boards use a combination of board members, administrators, and outside professional help rather than having one person do the negotiating. In the current study, school board members and the superintendent were on the negotiating teams for five of the seven districts, but the board members did not do the negotiating. According to superintendents #1 and #5, they did all the negotiating and were assisted by two board members. Superintendent #2 negotiated with only a school attorney at the table with her; no school board members were part of the negotiating team in this district. Superintendents #3, #4, #6, and #7 also had an outside professional, such as an attorney, on their negotiating team.

There was a major difference noted between the 1989 study and the 1999 study with regards to having an attorney present on the negotiating team. According to Sharp (2002), having a school attorney as the chief negotiator in 1989 was at fifteen percent (15.3 percent). In 1999, that figure rose slightly to a little more than fifteen and one half percent (15.6 percent). Interestingly, in this current study, in three of the New England states, all negotiations are attorney-led. Superintendent #1’s district and superintendent #5’s district do not involve an attorney until the end of negotiations and at that point it is only to review contract language. Superintendent #2’s district is split. She conducts the negotiations for education purposes and the attorney leads negotiations for all other areas. Superintendents #3 and #4 are attorney lead.
Superintendent’s #6 and #7 are sometimes attorney lead and sometimes not, depending on the circumstances.

In the 1989 and 1999 study, Sharp (2002), noted that respondents were asked if they had ever had any experience or training with win-win bargaining. Seventy-five percent (75.2 percent) of the responding superintendents stated that they had participated in this type of bargaining (p. 51). In the current qualitative study, superintendent #4 participated in this “win-win” type of negotiation. She stated that “approximately five years ago, my district entered into collaborative bargaining for the first time which is a completely different process than collective bargaining; it is student centered and that is where the focus is placed”. Both the respondents from 1999 and superintendent #4 also felt that the boards did not give away more money and/or contract language in order to have a successful win-win in comparison to collective bargaining where they felt more money and language was given away.

The 1989 and 1999 results were compared to the responses of the seven superintendents interviewed for this case study. There were many differences, but there were also many similarities. For example, research shows that some believe the role of the superintendent in negotiations should be that of the leader, should remain neutral or should serve in a transactional role while others think the superintendent should be a consultant to both groups. Through the interviews, superintendent #1 took on the role of leader for negotiations as he does all the negotiating for his district. Superintendent #5 was similar to superintendent #1 in that he too negotiates for his district along with two school committee members. Superintendent #3 noted that negotiation is not between the superintendent and the union but rather between the school board and the union. When viewed in this respect, it puts a layer between the superintendent and
the union. While superintendent #6 had similar views, he did most of the negotiations for his district along with two school committee members who followed his lead.

Another example of similarities was in regards to training. In the 1999 study, respondents were asked if they had experience and/or training in win-win negotiations. Seventy-five percent (75.1 percent) indicated they had experience. Superintendent #4 stated she was provided with ten (10) hours of training in collaborative bargaining where a win-win result would take place.

The similarities and differences are numerous, but consistent with the study from 1989 and 1999 to this current case study. For example, the use of a school attorney to negotiate increased from the study conducted in 1989 to 1999 study. In 1989, the use of a school attorney as the negotiator was at nine percent (9.4 percent) and it increased to slightly more than fifteen percent (15.6 percent). In this current study, the school attorney is used in five out of the seven districts as a negotiator.

Limitations

There is limited external validity since this research can only be generalized to similar superintendents (with similar experience and background) in similar school districts (small to moderate size) in a relatively small geographic area (New England, but only three states). No surveys were utilized in this small study; only interviews were used to obtain the information. Additionally, this research did not involve school committee members who often play key roles in negotiations. This research did not utilize any formal quantitative analysis of the interviews conducted.
Significance of the Study

This study is important to the field of education administration because school committees, superintendents and administrators need sharply honed negotiation skills in order to generate the best collective bargaining agreement (CBA) they can on behalf of their constituencies including parents, students and tax payers. There is little research available for negotiation in education which makes collective bargaining difficult. However, while there is little research in this area of negotiation, it is critical that we look at some areas of importance that this study has provided.

Negotiation skills are important to the education administration field. As this study indicates, there appears to be a need of formal training in negotiation within graduate programs. The study provides for the pros and cons of coursework in negotiations and also demonstrates the advantages and disadvantages to the Local Education Agency (LEA) of having a superintendent vs. attorney lead negotiations for CBA’s.

Across the interviews of seven superintendents, five superintendents had formal training and experience which enabled them to negotiate more effectively. In addition, all seven superintendents stated that it was the experience that really benefited them and the districts they represent.

Finally, this study looked at the practices of the seven superintendents interviewed and those practices resonate the ideas of social interdependence theory. In keeping with this theory, all superintendents interviewed currently negotiate with unions face to face, and the priority of the negotiations is to benefit the students.
Next Steps/Future Research.

In order to expand on this research and continue to refine the results, future research should include the following:

• Replication of this study to a larger audience such as a sampling of superintendents across the United States

• Expansion of the study to include larger school districts (urban versus suburban) within the United States

• Use of surveys with follow-up telephone interviews to obtain further clarification to the questions asked to those superintendents who would be willing to participate in that portion of the study.

• Including school committee members who are active participants on the negotiation teams.

Conclusion

This qualitative study looks at the formal training and experience of seven superintendents. Of the seven superintendents interviewed, five had formal training and perceived it to be beneficial in contract negotiations for their districts. Additionally, all seven superintendents noted that it was also the experience gained through their years of negotiating that actually informed their practice and benefited their districts.

This research was conducted to gain insight from administrators who have participated in negotiations for their district. This study should be considered as an analysis of superintendent perspectives. The information gained from this study will be useful in attaining multiple perspectives of several individuals in relationship to the primary research question.
As social interdependence theory would suggest, superintendents, local education agency (LEA) attorneys, and school committee personnel should put time and effort into forming and nurturing positive relationships with those who they will eventually face across the contract negotiation table.
Appendix A

Questions for Superintendents and School Committee Members

1. In your role as superintendent or school committee member, have you received formal training in contract negotiations or collective bargaining agreements? If yes, has your formal training in contract (CBA) negotiations resulted in your being a more effective negotiator when engaged in such negotiations?

2. What in your past experiences prepared you for negotiating for the school district?

3. Has your experience as superintendent or school committee member with contract negotiations led to contracts which are more advantageous to the LEA in regards to: cost containment, management prerogative and regulatory interpretation? Less advantageous to the LEA in regards to: cost containment, management prerogative and regulatory interpretation? Please explain.

4. Has the school district attorney taken the lead role in negotiations and if so, when and what were the circumstances?
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