

**Win-Win:
A Case Study of
Collaborative Structures Between
Labor and Management**

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The Temple University Graduate Board**

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DOCTOR OF EDUCATION**

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TABLE OF CONTENTS

| | Page |
|--------------------------------------------------------------------------------------|------|
| ABSTRACT | v |
| ACKNOWLEDGEMENTS | viii |
| LIST OF TABLES..... | x |
| CHAPTERS | |
| 1. Introduction | 1 |
| Teacher Unions..... | 2 |
| Statement of the Problem..... | 5 |
| Purpose of the Study..... | 9 |
| Research Questions..... | 10 |
| Definition of Terms | 12 |
| Delimitations..... | 14 |
| Limitations | 15 |
| Significance of the Study..... | 16 |
| Theoretical Base | 19 |
| 2. Literature Review | 25 |
| Introduction | 25 |
| Criticism of Public Education..... | 25 |
| History of Teacher Unionism | 30 |
| Increased Scrutiny of Unions | 32 |
| Emergence of a Collaborative Model | 34 |
| Previous Studies of Collaboration in Public Education | 43 |
| Formation of Collaboration | 45 |
| Expansion of the Collaborative Model to other School Improvement Initiatives..... | 46 |
| Advocating for Collaborative Structures Between Labor and Management | 48 |
| Conclusion | 53 |
| 3. Methods | 56 |
| Research Design..... | 56 |

| | |
|-----------------------------------------------------------|-----|
| Sample | 59 |
| Instruments and Materials | 64 |
| Ethical Considerations | 67 |
| Data Analysis | 68 |
| 4. Findings | 71 |
| Overview | 71 |
| Study Participants and Participating School Systems | 73 |
| Description of the Study Sites | 74 |
| Evolution of Collaboration | 86 |
| Use of Collaboration and Collaborative Structures..... | 103 |
| Collaboration and the Collective Bargaining Process..... | 153 |
| Contractual References to Collaboration | 169 |
| Factors Affecting Collaboration | 194 |
| Future Goals and Recommendations for Collaboration | 210 |
| 5. Discussion | 215 |
| Summary of the Findings | 215 |
| Impact of the Study | 220 |
| Recommendations for Future Research | 223 |
| Conclusions..... | 225 |
| REFERENCES | 228 |
| APPENDICES..... | 239 |
| A. Preliminary Sample Selection Protocol..... | 240 |
| B. Consent Form | 241 |
| C. Permission to Digitally Record..... | 243 |
| D. Interview Protocol | 245 |

ABSTRACT

WIN – WIN: A CASE STUDY OF COLLABORATIVE STRUCTURES BETWEEN LABOR AND MANAGEMENT

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While society has begun its evolution from the industrial age to the information age, most teacher unions continue to pattern their behavior after the industrial model of unionism focusing almost exclusively on salary, benefits and working conditions. In some school systems, though, teacher unions and management are questioning the legitimacy of their adversarial relationships. They are beginning to abandon the belief in the separation of traditional labor and management roles, and replacing it with a collective operational model that offers promise for significant educational reform and improved employer-employee relations. This expanded scope of union activity is attempting to include non-traditional issues, such as teacher professional development, teacher quality, instructional delivery, student achievement standards and educational reform, as well as mechanisms that are highly flexible and reactive to immediate need (Koppich, 2005; Urbanski, 1998). The purpose of this case study was to uncover the events that led to formation of collaborative structures at each

of the study sites, gain insight in the collaborative activity that is occurring, better understand the impact of collaboration on the collective bargaining process, and attempt to understand the various challenges to collaboration at each study site.

Data collection for this case study relied heavily on intensive personal interviews. Study participants were selected from school systems that have strong collaborative relations between the district administration and the teachers' union. Care was given in the selection of diverse school systems and in different regions of the country. Contractual language from the negotiated agreement also provided additional supporting data. The convergence of this data resulted in a greater understanding on the formation and maintenance of collaborative structures.

The results of this study exposed that there are, in fact, strong models of collaboration between labor representative groups and management. The work that is occurring in these school districts is significantly transforming labor relations and impacting student educational experience. Leaders for both management and labor have largely abandoned their traditional roles and relinquished power in favor of working more cooperatively for the betterment of all within the organization. At each site, many collaborative byproducts have emerged to address a plethora of identified needs and goals. The collaborative relationship has also impacted the collective bargaining process, as the parties attempt to more creatively address all issues that either party raises as a

concern. Greater respect for the role of unions and management has also emerged, as participants began to realize that they shared more in common than previously thought. The participants in school systems with strong collaborative relations have also demonstrated that they are anxious to share their knowledge and experience with others, as evidence by their participation in informal networks like Teacher Union Reform Network (TURN), as well as with researchers interested in collaboration between labor and management.

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LIST OF TABLES

| | |
|----------------------------------------------------|----|
| Table 1: Interview List..... | 64 |
| Table 2: List of Study Sites and Participants..... | 74 |

CHAPTER 1

INTRODUCTION

Through the study of successful collaborative school labor-management relationships, the primary goal of this case study was to uncover those factors that facilitate or inhibit collaboration between labor and management in public schools. The data collected from this case study can serve as a model for districts interested in creating and sustaining a more productive and effective relationship between the district management and that of labor unions, as well as with its respective staff.

While much in public education has changed, the activity of teacher unions continue to be patterned after the industrial model that evolved during the mid-twentieth century. Salary and other so called “bread-and-butter” issues have been the defining role of teachers’ unions for the past half century. Teacher unions have done well in representing teachers’ economic and job security rights by linking them to collective bargaining and procedural due process rights, but significant decisions about educational delivery and quality have been retained by management (Kerchner, Koppich, & Weeres, 1998). In adhering to this strict traditional role, union relationships with school boards and school management continue to be adversarial.

In many districts, teacher unions and management are beginning to question the legitimacy of adversarial relationships. They are beginning to abandon the belief in the separation of labor and management and replace it with a collective operational model that offers promise for significant educational reform. As school reform initiatives continue to grow, the role of the teacher union needs to become one that works more collaboratively with the local board of education and school administration. The scope of union activity in many districts is beginning to expand to include non-traditional issues, such as teacher professional development, teacher quality, instructional delivery, student achievement standards and educational reform, as well as mechanisms that are highly flexible and reactive to immediate need (Koppich, 2005; Urbanski, 1998).

Teacher Unions

The growth of teacher unions and union activity at the local, state and national level has resulted in significant gains in financial compensation, benefits and improved working conditions for America's public school teachers. According to the Digest of Education Statistics 2006, published by the U.S. Department of Education, the average public elementary and secondary school teachers' salary in the 2004-2005 school year was \$47,750. As one would expect, this figure is significantly higher than the average salary of \$8,626 in 1969-1970 school year. In using the Consumer Price Index (CPI) to calculate Constant Dollars, those adjusted for inflation, it is calculated that the 1969-1970 school year average salary would have the purchasing power of \$45,440 in the 2005-2006 school

year, while the 2004-2005 average salary would result in the purchasing power of \$49,568 in the same 2005-2006 school year (Snyder, Dillow, & Hoffman, 2007). The result is a slightly greater than nine percent increase in spending power over the past three and a half decades.

Teachers unions began to emerge in the early 1960's, precipitated by two significant events both occurring in 1962: President John F. Kennedy's signing of Executive Order 10988 which guaranteed federal public employees the right to formally organize and bargaining binding agreements; and, the United Federation of Teachers (UFT) successful negotiations of a teachers' contract on behalf of New York City public school teachers (Munk, 1998). The growth of teacher unions and union activity occurred steadily through the next few decades. As of 1996, the U.S. Department of Labor reported that forty-one of fifty states permitted some form of public school collective bargaining between teacher representative groups and their respective school boards (Lunenburg, 1996). In the remaining nine states where teacher collective bargaining is not expressly granted, the meet-and-confer approach to bargaining is permitted by state statute (DeMitchell & Barton, 1996).

Teachers have benefited greatly from unionization. The gains attained through collective bargaining have granted teachers and their families' middle class status. This has given teachers the opportunity to provide educational opportunity, specifically a college education, for their children. In addition to improved financial compensation, benefits, and working conditions, teachers have also experienced a more democratic workplace (Urbanski, 1998).

Societal changes now occurring will have a profound impact on the quality of instruction and the manner in which public schools of the future will be managed. Growth of information-based technologies has led to a decline in well-paid manufacturing jobs. This decline has been documented as far back as the late 1970s. It has been estimated that approximately 900,000 manufacturing jobs had been eliminated each year between 1978 and 1992 (Kerchner et al, 1997). Growth of technological advancements, such as robotics, computer hardware and software, and the acceleration of information exchange, continues to fuel the decline in the manufacturing sector, while it increases technical jobs and corporate profits.

As society transitions from the industrial-age to one that is knowledge-based, public schools will need to adapt. The need to prepare students for a career in this new and rapidly changing society necessitates profound changes in the quality of education delivered and the manner in which school are operated (Kerchner et al, 1998). Additionally, the future labor pool of all segments of society will need to be able to work collaboratively to generate creative solutions and alternatives to the concerns they will face.

In tandem with this change, there is a great need to transform labor relations from the industrial-style of unionism to one that is more cooperative. Teachers and their unions must be at the forefront of educational reform. Collective bargaining has legitimized teachers' economic and job security interests, but has failed to recognize the profession as experts in learning. Their role must extend beyond manual workers who disseminate curriculum to one that

advocates and participates in the formation of high standards for students and faculty, a proponent for the strengthening of professional development and strong peer review systems, and one that accepts a joint responsibility for educational reforms and fiscal responsibility (Kerchner et al, 1997). It is this new role of teachers and unions, often referred to as Professional Unionism, which will advance the quality of public education, the stature of the teaching professional, as well as the credibility of America's teacher unions.

Statement of the Problem

In the vast majority of school districts, labor and management relations have evolved little over the past few decades. The roles and functions of each entity continue to be fairly well-defined with labor organizations focusing primarily on monetary and job security issues, while management continues to retain managerial rights on all other aspects related to teaching, learning, finance and organizational direction. For the most part, neither party seems to recognize much need for or benefit from establishing a collaborative bond to improve the efficacy of either entity nor for the betterment of instructional quality for the students they serve. Additionally, very little information on how collaborative labor-management models are established and maintained is available. In not seeing a need for changing the labor-management paradigm or knowing much about how to accomplish it, the quality of instruction and levels of student achievement remain fairly stagnant in many districts.

The call for educational reform of today's public schools is well documented. School reform is a pressing issue for many Americans and leaders. Momentum for educational reform has reached an unparalleled level higher than at any other time in American history. Calls for educational reform have included restructuring, empowerment, choice, curricular reform, community involvement and increased standards for students and teachers (DeMitchell & Barton, 1996). Likewise, some politicians have cited public schools as noncompetitive monopolies, advocating for the privatization of public education (Nelson & Rosen, 1996). The mandates of *Americans with Disabilities Act (ADA)* and *No Child Left Behind (NCLB)*, as well as other legislative initiatives at the federal and state level, are requiring that schools address the needs of each member of its student population.

A definition of educational reform, though, is not unified. It appears that the various factions that call for reform have their own definition of what reform constitutes. For some, it is a charge for higher standards of performance or a shift in educational philosophy. For others, it is the infusion of market forces on public education entities. In his Keynote Address at the New DEEL Conference in Philadelphia, Steven Gross described this application of the corporate business model to public education as, "...the market place will correct imbalances, inspire innovation, and strengthen society as a whole by forcing needed competition (Gross, 2009)."

Many have scrutinized legislative initiatives as a facade for infusing these market forces on public education. Some also assert that understanding the

philosophical underpinnings of the various calls for educational reform as paramount to uncovering the impetus for specific reform initiatives. For cases of this research, though, educational reform will be explored through the management-union relationship. It is not the goal of the researcher to define reform, or attempt to validate or refute specific reform efforts. The focus will be on the impact reform energies have, in general, on labor-management relations, rather than on the impact of individual reform efforts.

More than three decades ago, author Myron Lieberman argued that teacher unions and collective bargaining practices continue to impede efforts to improve student educational performance (Lieberman, 1983). Teacher unions have largely, though, adhered to their traditional role. Patterned after industrial-style unions from the private sector, teacher unions have focused primarily on issues related to financial compensation and working conditions. The roles of labor and management have been narrowly defined with minimal deviation from these traditional roles.

Societal change from that of an industrial-style society to one that is more information-based is beginning to emerge in educational entities. America's public schools are better preparing students to enter college or the workforce. Teacher unions, too, are beginning to abandon the belief in the separation of labor and management, and replacing it with a collective operational model that incorporates site decision making, team teaching, and district-level councils and committees (Kerchner & Koppich, 1993). Together, unions and management are beginning to question the legitimacy of adversarial relationships.

One area that seems to contribute to labor-management unrest is that related to trust. Distrust between the school administration and union leadership remains a dominant force in many districts. The perception of a lack of honesty in negotiations and in daily interactions strengthens the distrust that may already exist. As unions and administrators begin to forge collaborative structures, a strong willingness and concerted effort to cultivate trust must be present. Lewis (1999) identifies eight conditions in fostering trust: using mutual need as an opportunity; the importance of interpersonal relationships; a high level of collaboration between leaders; shared objectives; defined safeguards that encourage sharing; a commitment demonstrated through risk-taking actions; adapting the organization to align goals; and, actions that reflect the spoken words (Baker, 2001). Developing trust is crucial to building a productive, collaborative relationship.

Forging this new relationship necessitates an examination of and, perhaps, alterations to other aspects of the labor-management relationship. Implementation of initiatives designed to improve student achievement, teacher professional development, collective bargaining of teacher contracts and managing due process rights of individual teachers must incorporate the principles of collaboration. It is this redefining of the role of teacher unions in public education that will help to facilitate improvements to the overall quality of education in future public schools. The utilization of greater collaboration between school labor and management will greatly facilitate the accomplishment of this daunting task.

Purpose of the Study

While there has been growth in collaborative efforts between labor and management in collective bargaining, full scale collaboration between school administrations and teacher representative groups is largely absent. Incorporating collaborative efforts into the collective bargaining process has, however, been gaining momentum. In a 1998 survey conducted by the Ohio Education Association, of all respondents who replied to the survey, eighty-three percent of those who were involved with collaborative negotiations were satisfied with the results, while only sixty-one percent of those involved with traditional negotiations were satisfied with their results (Franco, 2002). An increasing number of districts are exploring collaborative models for collective bargaining to replace their adversarial approach to bargaining.

Interest in incorporating collaboration in the collective bargaining process is growing in both the public and private sectors. As documented in the databases of the Federal Mediation and Conciliation Service (FMCS), by the late 1990s more than seventy-five percent of union negotiators and more than sixty-five percent of management negotiators were aware of the concepts of Interest-Based Negotiations (IBN). Additionally, approximately fifty-five percent stated that they utilized some concepts of IBN in their negotiations (Fonstad, McKersie, & Eaton, 2004).

There are, however, school districts that have forged strong collaborative relations between the administration and teachers' union. The Teacher Union Reform Network (TURN) was formed in July 1995 by twenty-one American

Federation of Teachers (AFT) and National Education Association (NEA) locals. The intent of this network of progressive district level teacher unions was to become more effective partners in educational reform efforts in their respective districts. As a member of TURN, participating union locals also acknowledge their responsibility for improving the quality of the teaching force, achieving consistently higher levels of student achievement, promoting democratic fairness and due process for all, and improving the terms and conditions for both teachers and students in public schools (Urbanski, 1998).

As mentioned, the primary goal of this case study was to uncover factors that facilitate collaboration in those districts where the primary role of the teacher union and its relationship with management has evolved to one that is more collaborative. As factors that facilitate collaboration are exposed, factors that hinder the emergence of a collaborative relationship and collective results were also explored. The data collected from this case study will serve to inform districts interested in creating and sustaining a more collaborative and effective relationship between the district's management and labor organization.

Research Questions

The primary focus of this study was to uncover those factors that facilitate or inhibit collaboration between labor and management. It is these collaborative efforts that often lead to authentic educational reform. In studying collaboration in and of itself, the research questions offer insight into successful educational reform that has evolved as a result of the collaborative efforts. The research

questions outlined here focus on facilitating collaboration; the merits of collaboration are, for the purposes of this study, assumed. Likewise, the outcomes of collaborative structures are also uncovered, though the focus of this study is on initiating and sustaining collaborative structures.

The primary research question and sub-questions of this case study are outlined here.

- What factors facilitate or inhibit collaboration between labor and management in public school systems?
 - How was collaboration defined by the various participants, and how do their actions reflect their definition of collaboration?
 - What factors helped to initiate and sustain collaboration in the districts participating in this study?
 - What factors facilitated or inhibited the formation or maintenance of collaborative structures during the collective bargaining process and on a regular basis?

After the data collection was complete, it became evident that an additional sub-question was needed. Much of the discussions during the telephone interviews with each study participant centered on the collaborative structures that had been formed and were employed at their study site. A significant portion of the Findings will elaborate on these collaborative structures. Based on this, the following sub-question was also added to the study

- What collaborative byproducts resulted from the collaborative relationship between labor and management at each study site?

Definition of Terms

Collaboration is the process by which autonomous participants interact in formal and informal negotiation, jointly creating rules and structures that will govern their relationship and actions on the issues that brought them together (Thomson & Perry, 2006). Participants utilizing a collaborative approach are committed to the success of the project or process in which they are jointly engaged and use assumptions and behaviors consistent with mutual dependence while pursuing those outcomes (Schuman, 2006).

Collective Bargaining is the term given to the process of negotiating and administering a negotiated contract between the employee representative group and its organization (Lunenburg, 2000). The resulting contract generally specifies the rights and duties of both the employees and management, specifically that related to wages, fringe benefits, hours and working conditions.

Compact is fundamentally a cooperative document that outlines a shared vision and a joint system for achieving common goals that promote the general well-being of all stakeholders in a given enterprise (Bluestone & Bluestone, 1992).

Contract is a written document that represents a compromise between the opposing interests of each party involved in its creation (Bluestone & Bluestone, 1992). Unlike compacts, contracts are generally adversarial in nature.

Due Process refers to the procedures by which individual employee rights are protected. These procedures define the criteria by which it is determined if the

employee was treated fairly and had the opportunity to be consistently heard and defended (Herman & Herman, 1998).

Interest-Based Bargaining is the term given to the bargaining process that focuses on understanding and building on the interests of the other party and utilizing problem solving strategies as a means of avoiding conflict and achieving better outcomes for all stakeholders (Fonstad et al, 2004).

Positional Bargaining refers to the traditional, adversarial form of negotiations in which each side takes a position, argues for their position, and then ultimately makes concessions to reach a compromise (Fisher, Ury, & Patton, 1991).

Trust is the consistent ability to rely on the oral or written promise of another individual (Baker, 2001). As one considers whether to trust another individual, trust becomes the calculation of risk that strongly influences one's willingness to enter into a trusting relationship or future cooperation (Koppich & Kerchner, 2000).

Teacher Union Reform Network (TURN) is a network of progressive AFT and NEA teacher union locals that work to restructure their respective unions with the goal of promoting educational reform that will eventually lead to better learning and higher achievement for all students, while promoting teacher professionalism (Teacher Union Reform Network, n.d.).

Union is an organization of employees formed with the intent of influencing the terms and conditions of employment (Lunenburg, 2000).

Delimitations

At the time of this study, other studies have explored the role of collaboration in the collective bargaining process. In one study of school districts in Florida, it was uncovered that collaborative bargaining could result in notable financial savings for a school district. These savings were attributed to a reduction in legal fees related to grievance and impasse procedures, as well as the time administrators spent on negotiations and contract monitoring (Franco, 2002).

In other districts, the teacher contract is seen as a working document that is highly flexible and frequently updated to address immediate needs and concerns. In Miami-Dade, Florida, the school district and its teachers' union, United Teachers of Dade (UTD), utilize a joint committee that continuously meets to regularly update the contract with recent initiatives that have evolved, as well as establish the course for future initiatives and other changes (Kerchner & Koppich, 1993). Likewise, many other districts commit to view the collective bargaining process and negotiated agreements as an ongoing shared goal. In both Rochester, New York and Hammond, Indiana, the living contract or compact includes contractual language that permits a more timely response to issues demanding more immediate attention (Urbanski, 2003). In these districts, as well as others across the country, issues no longer fester until contract negotiations resume, but are rather addressed at the time when the issue is strong.

While contract negotiations provide an opportunity for collaboration, opportunities for additional collaboration between the teachers' union and district

administration are present in the daily relationship between the two. This study not only explored collaboration in the collective bargaining process, but also at its formation and development between the two entities. Unlike other studies that have analyzed collaboration only within the context of collective bargaining, the study of collaboration here is much broader.

This expanded study of collaboration offers greater insight into a broader use of collaborative strategies beyond the scope of collective bargaining. In generalizing this study of collaboration, the Findings offer greater flexibility in addressing the needs of various situations. Union involvement in educational reform and other issues that arise can be resolved as needed and not limited to the bargaining timeline. In understanding the nature and power of collaboration, school entities and their respective stakeholders can, thus, use collaboration as a springboard for educational reform in their communities.

Limitations

The participants involved in this study have a demonstrated commitment to advancing collaborative structures and strategies in their respective communities. Not just through affiliation with TURN but through consistent action over a period of time, each has demonstrated positive results by applying a collaborative approach to the areas of need present in their respective school systems. Through participation in this study, each offers insight into strategies and actions that have yielded positive results, as well as those potential pitfalls they have and others may encounter.

Consideration for district size and geographic location has been given in the selection of study participants. The collection of data from large, urban districts, as well as affluent suburban and rural school systems, has helped to uncover commonalities among all districts. Factors more specific to the unique needs of the different types of districts are also explored.

The participants in this study were limited to public school systems within the United States that have documented success with collaboration. Given that there are a limited number of districts included in the study, participants were selected from various regions of country. Consideration for district demographics was also an important parameter in the participant/site selection process.

Technological advances made using these participants possible without regards to their proximity to the researcher. The majority of data collection occurred via recorded telephone interview. Additional communication via e-mail and Internet download allowed for efficient and productive collection of data without the need for face-to-face meetings.

Significance of the Study

Tumultuous and adversarial relationships between teacher unions and school administrations/boards of education are present in virtually every region in the country. The growth of teacher union strikes during the 1970s and 1980s has prompted many states to enact legislation restricting public education strike activity. In Pennsylvania, for example, the number of teacher strikes dramatically decreased after the implementation of Act 88 in 1992. Act 88 was the state

legislative initiative that sought to manage public school strike activity by establishing stringent limits on strike activity (PSBA, 1993). During the last full school year prior to Act 88, 1991-1992, there were thirty-six teacher strikes statewide. In the first year after passage of Act 88, 1992-1993, teacher strikes dramatically reduced to only seventeen. During the 1995-1996 school year, there were only five teacher strikes in Pennsylvania (PSBA, 1997).

While there is a strong argument to suggest the contrary, the perception of many is that the influence of teacher unions is having a negative effect on the quality of education. Authors DeMitchell and Barton have asserted, though, that unions have not been an obstacle to educational reform, but rather have strengthened school management, as evidenced through negotiated contracts in Toledo, Ohio and Dade County, Florida. The contracts that resulted in both districts afforded teachers a voice in the hiring and termination process, as well as the restructuring of school governance (DeMitchell & Barton, 1996). Likewise, additional research on student academic achievement has uncovered that students whose teachers were unionized scored 4.7 percent higher on college entrance examinations than their counterparts in districts where teachers were not unionized. The discrepancy was attributed to higher teacher job satisfaction resulting in improved working conditions and climate, as well as a higher salary for those teachers in unionized districts (Franco, 2002). Public perception, though, is that teacher salaries are placing a significant burden on school budgets and reducing the funds available for materials, new programs and student services. Additionally, many are concerned that union activities often

redirect administrative time and attention away from instructional leadership to address contractual issues (Franco, 2002).

This public perception of the negative influence of teachers' unions often places additional angst on teachers, as they are often publicly criticized as a profession. Teachers already feel great pressure to meet accountability standards, while addressing the increasing emotion needs children bring to school each day. This results in additional diversions from the focus of meeting each child's individual academic needs. Teacher unions and advocacy groups could help to reduce additional teacher anxiety and pressures by utilizing current research on public education labor relations.

The sheer size and influential power of teacher unions places them in a strong position to advocate for change. Collectively, the two largest U.S. teacher unions have a combined membership of more than 4.6 million members. Nationally, the American Federation of Teachers (AFT) has more than 1.4 million members belonging to more than 3,000 local affiliates in forty-three states (AFT, n.d.). An even larger and more influential organization is the National Education Association (NEA). Its membership tops more than 3.2 million members with more than 14,000 local affiliates in all fifty states. It is the nation's largest professional employee organization (NEA, n.d.).

In addition to providing insight into different avenues for addressing teacher labor issues, this study also offers documented successes of increased teacher effectiveness and student academic achievement. The unions and administrations in the districts participating in the study have utilized collaborative

strategies to work together to address student need and attain improved academic achievement. The results of the study offer a model for districts seeking to address similar concerns in their respective districts.

Growing pressure to increase student academic achievement, calls for school funding reforms and constrained school district budgets are all contributing to a financial crisis for public education. Teacher unions can no longer ignore the financial crisis school boards face. By changing the paradigm by which school administrations, school boards, and teachers unions advocate for their constituents, more feasible and creative solutions for concerns with public education are likely available.

Theoretical Base

To better understand collaborative action, one must look more closely at the factors that lead to collaboration. Conflict within an organization emerges when individuals or groups within the organization promote personal interests without regard for the interests or impact on others in the organization. Participants, subsequently, vie for power as a means for securing their interests. Conflict is often further exacerbated by the emotions of the participants, making resolution even more problematic. In many instances, collaboration then emerges as an alternative to this unresolved conflict.

In his book, *Images of Organization*, Gareth Morgan outlines eight metaphors that offer powerful insights into organizational life. The Political metaphor, as described by Morgan, focuses on this relationship between

interests, conflict and power (Morgan, 1997). Promoting the interests of individuals or groups within an organization can lead to conflict when opposing interests collide. Power, in many organizational cultures, becomes the means through which these interests are ultimately resolved.

In labor and management relations, power is often held by management. In the case of public schools, power essentially lies with the school board and the administration, particularly when the two share similar philosophies and approaches to school governance. Vying for power is the collective body of the teaching staff, organized into the teachers' union. When the issues are related to teachers' contracts, attempts for control or retention of power can result in actions that polarize the various stakeholders: teachers, administration, school board, parents, and taxpayers. This struggle for power is counterproductive to the mission of the organization, to advocate for the best educational interests of the children of the school district.

Resolution of conflict redirects the parties away from political maneuvering and back to the collective mission of the organization. Managing the emotional component of conflict is paramount to reaching resolution. Articulation of thoughts, feelings and perceptions of the conflict helps to remove the emotional component of conflict and facilitate resolution (Levine, 1998). Regardless of the terminology used, the parties are engaging in a collaborative relationship for not only resolution of conflict, but also for the promotion of the interests of all parties involved.

Collaboration as a theoretical perspective, though, has not yet come to fruition. Collaborative alliances and strategies are viewed by many as a significant strategy for managing turbulence and complexity in a variety of organization settings. The use of collaboration offers promise for crafting successful non-traditional solutions to a variety of difficult problems and situations, as well as for helping to create a more positive, collegial and productive organizational culture. There still is not, however, a clear theoretical base explaining collaboration.

In attempting to theorize about collaboration, an understanding of the preconditions, processes and outcomes will be essential in understanding the nature of collaboration. Understanding of the preconditions that lead to collaboration expounds the motivation for stakeholders to participate in a collaborative relationship. Clear identification of the process and products of collaboration will also help to delineate a functional model of collaboration.

Authors Wood and Gray (1991) have identified six major theoretical perspectives, that seem to contribute to a theoretical explanation of the collaboration phenomenon: resource dependence theory; corporate social performance theory/institutional economics theory; strategic management theory/social ecology theory; microeconomics theory; institutional theory/negotiated order theory; and, political theory (Wood & Gray, 1991). While each theory potentially contributes to the formation of a general theory of collaboration, the theories do not fully explain collaborative behavior.

Another theory that can impact collaboration is that of change theory. While not originally included as a theoretical consideration in the original proposal for this case study, it has emerged as a significant factor in understanding the formation of collaboration. There are many theories of change. In some theoretical frameworks of change, organizational change results from dissatisfaction with the status quo; conflicting forces compete until one wins. In others organizational change evolves from a natural desire for collaboration, in which individuals unite in philosophy and effort to achieve a common purpose. In this framework having a compelling vision to which the various constituents can commit is crucial to a successful change effort (Holbeche, 2006). In terms of understanding collaboration in the context of this case study, both of these theoretical frameworks offer insight into the phenomenon of collaboration between labor and management. It seems plausible that the initial interest in change emerged from competing interests and dissatisfaction with the status quo that evolved into a philosophy of shared purpose.

One key challenge to change lies in securing the employees' willingness to commit to the change effort. By recognizing employees as stakeholders with a vested interest in the success of the organization, behavioral change is being spurred. "People who participate in defining problems and solutions will become committed to the new directions that result from the process (Spector, 2007)." Participants in the process defining change share a sense of ownership of the outcome.

Reasons for employee resistance to change are many: satisfaction with the status quo; viewing change as a threat that will adversely, and significantly, affect them; belief that the cost of change far outweigh benefits; or, a view of change as potentially positive but believe that management is mishandling the process or that change is not likely to succeed (Spector, 2007). It is not necessarily that people generally resist change; it is more likely that many resist being forced to change.

“Truly effective leaders build their organization’s resilience and adaptability through skilful change management. They do not embark on change in self-serving ways, purely to make their mark (Holbeche, 2006).” The need for strong high-level leadership that facilitates a clear vision and focus is particularly crucial in successful organizational change efforts. Successful transformational leaders have abandoned using control and power to stimulate change and are now utilizing communication and collaboration to bring about sustainable, authentic change. Change leaders encourage constituents to collaborate, take risks, take responsibility and be accountable for the change process. The successful change agent understands that he or she must act as a role model while cultivating commitment at every level of the organization.

Some overarching issues that transcend individual theories, though, may ultimately help to form a comprehensive theory of collaboration. These will likely include the meaning of collaboration itself, the auspices under which collaboration emerges and its role in facilitating social change, the implications of collaboration on organizational control and environment, and the relationship

between individual and collective interests present in a collaborative alliance (Wood & Gray, 1991). While collaboration offers much promise as a successful mode for creative problem solutions, a theoretical structure and framework are necessary to maximize positive collaborative gains.

CHAPTER 2

LITERATURE REVIEW

Introduction

The review of the literature presented here provides a historical account of the evolution of teacher unions in America and other factors that have impacted American public education. Historical facts provide the reader with a background of events that have helped to shape the involvement of other individuals and entities in public education. Likewise, legislative initiatives and other movements presented here have also helped to influence the role of teachers, unions, government and other innovators in American public education.

The first few sections of the literature review outline the growth of criticism of public education, the history of teacher unionism, and growing scrutiny of unions in American society. Subsequent sections of the Literature Review will focus on previous studies of collaboration, the emergence of a collaborative model, and its application to collective bargaining and other collaborative initiatives designed to improve the quality of public education.

Criticism of Public Education

Prior to 1957, the sole responsibility for educating America's youth fell to the individual states, as there are no mention of federal educational rights or responsibilities in the United States Constitution. With the Soviet Union's launch

of the first space satellite, Sputnik, on October 4, 1957, President Dwight Eisenhower called for improved training of scientists and engineers. Using national security as a basis for the new law, the U.S. Congress passed the National Defense Education Act (NDEA) in 1958, which blamed the nation's educational system, particularly mathematics and science education, as the culprits for allowing the U.S. to lag behind the Soviets in space exploration. This concern for the quality of American public education was further reinforced with the 1958 publication of a three-part series in Life Magazine on the crisis in American education (Doyle, 1992).

While the National Defense Education Act of 1958 laid the cornerstone for federal involvement and oversight of American public education, it was the Elementary and Secondary Education Act of 1965 that refined and expanded the federal government's role in public education, primarily through providing assistance to children from low-income families (Doyle, 1992). Since its enactment, ESEA has been reauthorized, and federal funding for public education has increased serving more than just children of low-income families. However, over the past four decades, the academic performance of students from underprivileged backgrounds continues to lag behind that of their more affluent suburban counterparts (Doyle, 1992).

Criticism of public education has increasingly grown since the 1983 publication of *A Nation At Risk*, a product of the Reagan administration. Based on the findings of the National Commission on Excellence, the report cites grave concerns: the unfavorable performance of American students as compared with

their international counterparts; a significant number of adults and seventeen year old students as being functionally illiterate; declining achievement on standardized tests; as well as the concerns of business and military leaders with the costs for remedial education of recently hired high school graduates. The report calls for: increased high school graduation requirements; an adoption of more rigorous academic performance standards and higher expectations for academic performance at the post-secondary level; devotion of significantly more time toward the acquisition of new basic skills; consideration for a longer school day and academic year; improvement of teacher preparation programs; greater respect and rewards for teaching; as well as accountability of elected officials and educators for providing the leadership necessary to attain these goals (Doyle, 1992).

Subsequent calls for educational reform and accountability continued throughout the decades of the 1980s and 1990s. The 1989 Education Summit, conducted by President George H. W. Bush, convened the nation's governors and other officials to promote national education goals (Doyle, 1992). Additional commissions, studies, and summits held throughout the 1990s continued to attempt to define causes and remedies for the ills of American public education.

It was, however, the 2001 National Education Summit that became the foundation for the strongest federal legislation to date, which came to be known as the No Child Left Behind (NCLB) Act of 2001. Signed into law on January 8, 2002 by President George W. Bush, the law was designed to initiate sweeping reform of previous reauthorizations of the ESEA. The legislation intended to

improve the academic achievement of all U.S. public school students by mandating that each state write rigorous standards and design assessments to determine if they had been met. Assessment data is required to be disaggregated by subgroups, so that appropriate actions can be administered to ensure that every child meets their state's proficiency standards (Doyle, 1992).

The initiative was touted as a strong bi-partisan effort and coincided with a strong wave of national unity, resulting from the terrorist attacks of September 11, 2001. The bill passed the U.S. Senate by a margin of 87 to 10 and the House of Representatives by a margin of 381 to 41. Republicans in the Senate supported the legislation 44 to 3, while their House counterparts supported it with 381 to 41 votes. Likewise, Democrats in both chambers strongly supported its passage, with 43 to 6 votes in the Senate and 183 to 33 votes in the House (Hess & Petrilli, 2006). These numbers do not reflect the total number of elected officials in each of the chambers of Congress, but rather the total number of elected officials who were present and voted at the time voting occurred.

While many support the law, or at least the intent to eliminate the achievement gap between various ethnic and socioeconomic groups, there are strong concerns with the legislation. Many have cited the federal government's failure to fund the mandates of the law, the intrusion of the federal government on state and local control of education, as well as the highly punitive nature of the law as its most significant detriments to public education.

In conjunction with the various legislative mandates, the nation witnessed the growth of school choice vouchers, throughout the 1980s and 1990s,

designed to inject competition into the public school sector. Patterned after the late 1960s school voucher and magnet school models, the programs that emerged permitted the use of a specified amount of public funding for use by individual students at other public or private schools of their choice.

Likewise, the first law permitting the establishment of a publicly funded charter school was enacted in 1991 in Minnesota. Using a funding formula based on student enrollment, charter schools are publicly funded schools permitted to operate independently of traditional public schools of that state, though are held accountable for student academic performance. By the passage of NCLB in 2001, there were more than 2,000 charter schools nationally serving over 500,000 students (Hess & Petrilli, 2006).

Despite all of the mandated federal and state legislative initiatives designed to improved American public schools and documented successes in these schools, the teachers and leaders of these schools continue to be criticized for what the public perceives to be failing schools, evidenced by poor performance on state standardized tests and high student drop-out rates. As educational and union leaders reevaluate their roles, the traditional collective bargaining process is called into question. Publicly displayed battles during negotiations can further exacerbate societal scrutiny of public education. Political pressure to improve student performance and teacher accountability has led to the evolution of alternative governance structures, such as charter schools and voucher programs. All of these points emphasize the need for changes in the

collective bargaining process. Traditional adversarial bargaining is increasingly seen as a liability and an impetus for drastic changes in the negotiations process.

History of Teacher Unionism

Significant historical and legislative events have led to the right for teachers and other public employees to collectively bargain with the public domain entity with which they are employed and, if deemed necessary, strike when impasse is reached in the collective bargaining process. Historically, early teacher contracts were necessary safeguards to protect and advance the economic welfare and working conditions of all teachers, as well as guarantee equal benefits and treatment, and provide for appropriate due process procedures (Raham, 1999). The early days of teacher union collective bargaining focused predominately on the compensation issues of salaries, benefits, hours, and working conditions. As unions became stronger and more unified, the scope of collective bargaining expanded to include contractual rights over school management issues. As shared decision making involving curriculum and instruction became present in some negotiated agreements, disputes that led to grievance procedures also became more prevalent (Black, 2002).

The National Labor Relations Act (NLRA), enacted by the U.S. Congress in 1935, served as the main body of law that governed the rights of workers to organize and collectively bargain issues of compensation and working conditions. The legislation created an enforceable majority vote procedure for employees to become unionized. Employer conduct was tightly regulated and charges of unfair

labor practices could be filed against employers who used threats, dismissals, and coercion to influence a vote to organize (Farber & Western, 2002).

The call for public sector collective bargaining rights legislation was answered on January 17, 1962 when President John F. Kennedy approved Executive Order 10988. This law granted federal public employees the right to unionize and bargain binding agreements. The federal order spurred activity at the state level in many states, particularly by organizations that represented public school teachers.

During the same year, the first significant teacher collective bargaining occurred in New York City. The United Federation of Teachers (UFT) gained the power to collectively bargain on behalf of New York City teachers. The UFT and its parent organization, the American Federation of Teachers (AFT), were modeled after private industrial sector labor unions. Likewise, the National Education Association, which originally resisted the label of trade union, began to broaden its scope of a professional organization in the early 1960's and incorporate the collective bargaining role for employee groups within the public school sector. This new union philosophy included not just teachers, but custodial, food service, transportation, and support staff, though it did separate from the representation of school administrators. This new approach to educational employee representation reflected the industrial labor union model and included uniform pay scales and seniority rights for teachers, limited classroom hours, and required union membership with dues (Munk, 1998).

In the time since these two significant events, many state legislatures have expanded upon the rights President Kennedy had extended to federal employees by enacting laws that extend comparable rights to their respective state employees, including those who work within the public school system. In Pennsylvania, for example, Act 195 was passed in 1970, replacing Act 492 of 1947 also known as the No-Strike Law, granting teachers and other public employees the right to bargain and to strike in cases of impasse (PSBA, 1993). Likewise, in California Senate Bill 160, known as the Educational Employment Relations Act or more commonly as the Rodda Act, was enacted in 1976 (Ingram, 2003). The act created the first collective bargaining law for teachers. It replaced the Winton Act, enacted in 1965, which discouraged collective bargaining for teachers by establishing a procedure for employee “meet and confer” process with management.

Increased Scrutiny of Unions

While many attribute increased public discontent toward unions with the installment of President Ronald Reagan in 1980, union activity was under increased attack throughout the country prior to Reagan’s election. Further decline in union membership continued throughout the 1980’s and was frequently attributed to political events. The Reagan administration expressed an anti-union stance through its policy implementation and political appointments. Two significant political events of the early Reagan era reveal this point. In the summer of 1981, striking air-traffic controllers, members of the Professional Air

Traffic Controllers Organization (PATCO), were fired by President Reagan and replaced with non-union employees. Additionally, within his first year of office, Reagan appointed two of the five-seat National Labor Relations Board (NLRB) with individuals who would help shape a strong pro-management majority that supported managements' right to oppose union organization (Farber & Western, 2002).

While the number of elections for unionization fell dramatically in the early 1980's, the decline actually began before the significant political events of the early Reagan era. Data uncovered in a study conducted by Henry S. Farber and Bruce Western outlined significant spurts of unionization election activity in the early 1940's and 1950's. This activity increased rapidly during the 1960's and leveled off in the mid-1970's. A sharp decline in unionization elections occurred in the early 1980's and has remained relatively low (Farber & Western, 2002). Likewise, the total votes cast in unionization elections plummeted in the early 1980's and have also remained relatively low. Additionally, newly organized union workers had experienced considerably difficulty in negotiating a first contract with their employers.

One possible explanation for this decline in unionization activity relates to the timing of this activity. Early targets for unionization were those most likely to vote positively for unionization, resulting in a declining pool predisposed toward unions. During the period between 1945 and 1980, the probability of a successful pro-union vote declined. Even with successful votes for unionization, an increasing number of unions were unsuccessful in securing their first contracts.

The number of charges of unfair labor practices against employers increased six-fold during this period.

While the political appointments to the NLRB and the air-traffic controllers' strike of 1981 significantly eroded confidence in unions, these events were not the spark that incited this erosion. This strike, however, was seen as the beginnings in a shift of employer behavior that contributed to the decline in organizing activity. President Reagan's actions are seen to have contributed to a more hostile labor relations climate.

Another factor that may have contributed to declining unionization and union activities was a deep recession of the early 1980's that left workers most concerned about job security, largely in the manufacturing sector that was particularly hard hit. Additionally, steep increases in the unemployment rate, which rose from 6.0 percent in December 1979 to 7.8 percent in July 1980, then fell slightly through July 1981 before sharply peaking at 10.8 percent in November 1982, may have also contributed to the erosion of confidence in unions (Farber & Western, 2002).

Emergence of a Collaborative Model

The concept of viewing bargaining as a mutually beneficial process has been in existence for decades. Authors, Richard Walton and Robert McKersie, wrote over four decades ago that collective bargaining is not just a process for dividing existing resources, but can also be used in creating short-term and long-term mutually beneficial gains (Walton & McKersie, 1965). The authors further

asserted that an important distinction between compromise and integration is that in compromise the parties are able to precisely identify the extent of losses and gains attained because it deals with what already exists. With integration, new alternatives are considered making it difficult to discern which concessions were actually given and received.

Success with collaboration in collective bargaining includes a clear definition of the problem and involves a maximum exchange of information about the problem perceived by each party. Integrative possibilities are not realized unless there is a realization that the problem is of mutual interest. Since potential problems are not necessarily immediately apparent, they must be discovered or invented, along with consideration for the consequences associated with each potential solution. Walton & McKersie further assert that, "A supportive and trusting climate facilitates joint problem solving. Defensive and low-trust atmospheres inhibit the process (Walton & McKersie, 1965). Also, the proximity of the negotiators to problems as they arise necessitates frequent, open-ended negotiations. So that issues do not fester until formal bargaining resumes, having an expeditious process by which either side can request to reconvene the bargaining teams allows for issues to be dealt with in a timelier manner.

Collective bargaining activity in public education throughout the 1980's witnessed a growth of collaborative bargaining approaches. Irving Goldaber is known as the father of Win-Win bargaining. Traditional, adversarial methods of bargaining tend to emphasize scoring the win, settling scores for previous rounds of bargaining, or take the "showing them" mentality. Goldaber asserts that the

purpose of bargaining should be to ensure that the organization's assets are fairly distributed and that all sides will collaboratively work to ensure the well-being of the organization. In utilizing Goldaber's Win-Win style of bargaining, both parties collaboratively focus on the fair distribution of the organization's assets to ensure the well-being of the organization (Murphy, 2002).

In a study of agreements bargained in Pennsylvania between 1982 and 1988 utilizing Goldaber's Win-Win style, it was uncovered that very few differences existed between those contracts negotiated in the Win-Win style and those bargained with traditional bargaining tactics. Of significant note, though, most participants in the study that utilized Win-Win bargaining commented that the process was much less hostile and that both sides in their respective districts felt much better about the final product. Most participants also felt positively about the process and the improved attitude and relationship that resulted between their respective parties (Strunk, 1990). The philosophies inherent in the Win-Win style of bargaining also serve as the basis for integrative, collaborative, consensus, and interest-based bargaining.

Traditional bargaining creates adversaries of those whose focus should be on collaboration for creative solutions. The essence of collaborative bargaining is rooted in a joint emphasis of communicating interests and avoiding taking positions. The final negotiated agreement should be viewed as a flexible, living document. In treating the contract as a flexible document, it becomes subject to ongoing change, as needed. This refreshing approach allows districts and unions

the opportunity to address problems as they arise, rather than waiting for formal negotiations, since the issues will not likely vanish (Ilg, 1999).

Collaborative bargaining also opens other avenues for collaboration and problem solving. In many districts that espouse collaborative bargaining, additional meetings between labor and management occur on a regular, recurring basis, not just during negotiations. This informal approach between rounds of formal bargaining can provide a forum to settle contract issues, solve problems, and consider proposals.

In assessing a district's readiness for collaborative bargaining, the parties must have an impetus for change. If either side is satisfied with the traditional approach to bargaining, collaborative bargaining will not occur. Likewise, if either side expects to win at the other team's expense, collaborative bargaining will not occur, because the premise of collaborative bargaining is that neither side will win unless both sides win (Doyle, 1992). Intensive in-service training from an outside facilitator prior to implementing this new structure is vital in shifting to the new paradigm for negotiating and problem solving. Ongoing staff development is also necessary and should include principals, business managers, and other central office staff, who are often unintentionally omitted and required to implement the terms of the contract (Ilg, 1999).

The benefits of a collaborative process are many. Many districts find that contract negotiations are shorter, with fewer grievances filed between contracts. Considerably less time is spent on labor relations. Discussion throughout the district remains focused on educational issues rather than contractual issues

(Doyle, 1992). Expanding teacher authority through shared decision-making will cultivate greater ownership in the failures and successes of the district (Ilg, 1999).

Documented collaborative approaches in private sector collective bargaining and leadership are present. The new bargaining paradigm that embraces a shared partnership between labor and management began to emerge in the private sector in the mid-1980s. The unified vision between labor and management resulted in continued growth and development of the organization, as they shared responsibility and acknowledgement of success (Gray, Myers, & Myers, 1999).

A 1991 survey of 691 firms with fifty or more employees found that sixty-four percent of these firms had some form of labor-management cooperation in their negotiated agreements (Gray et al, 1999). The types of cooperation included those related to team concepts, job rotation, quality circles, committees on employee needs, information sharing and in the formulation of suggestions to management.

Another comprehensive analysis of private-sector labor agreements, obtained from the U.S. Bureau of Labor and Statistics and expiring between September 1, 1997 and September 30, 2007, was conducted of large unionized U.S. firms covering more than 1,000 employees each. Cooperative efforts of the bargained agreements were analyzed according to a continuum of six levels of cooperation, ranging from the lowest level of a statement of commitment to cooperate to the highest level of decisions on strategic issues. Findings revealed

that during the time period of study, of the 1,041 contracts covering 4,454,478 employees, 485 agreements, which represents 46.6 percent of those included in the study, contained one or more cooperative clauses described on the cooperative continuum (Gray et al, 1999). The greatest numbers of cooperative clauses were found in the transportation equipment manufacturing industry.

In 1997 Kaiser Permanente (KP), America's leading nonprofit Health Maintenance Organization (HMO) and hospital and health care delivery system, embarked on a new labor management partnership based on the principles of interest-based negotiations. This labor-management partnership, which was the largest and most ambitious to date, included the KP management and a coalition of twenty-six unions representing nearly 57,000 KP employees (McKersie, Eaton, & Kochan, 2004).

Kaiser Permanente is considered the third largest integrated health organization in the country, exceeded by only the Veteran's Administration and the Mayo Clinic, serving 8.6 million members across nine states and the District of Columbia with approximately eighty percent of its operations in California (McKersie et al, 2004). KP workers unionized during World War II, early in the emergence of this nonprofit organization. Given that the organization is highly decentralized, collective bargaining had occurred with thirty-six different unions, resulting in fifty-four separate labor contracts, many with different expiration dates. Tougher bargaining strategies emerged in the late 1980's and early 1990's, as KP experienced greater competition in its markets, particularly from profit-based healthcare providers, coupled with its decision to expand its market

into traditionally non-union areas like Atlanta, GA and North Carolina. By 1995, it became evident that a labor crisis was emerging and the formation of a national partnership was presented as an alternative to potential labor strife.

Approval was granted by KP leadership for discussing the partnership proposal with the various unions. The unions decided to form a coalition, known as the Coalition for Kaiser Permanente Unions (CKPU), and agreed to support partnership discussions. One of the first orders of business was retaining a consulting firm to provide training on collaborative strategies. The production of the partnership agreement was an intensive negotiation and problem-solving process, with the most difficult issues being those of employment security, union security, and the scope of shared decision making. Once the key provisions of the labor management partnership were resolved, an intensive process of employee education occurred. The proposal was ultimately approved by ninety-two percent of the membership, with twenty-five of the twenty-six unions opting to participate.

In preparing for interest-based negotiations, the decision was made to keep formal collective bargaining separate from the work of the ongoing labor management partnership, though the collaborative, interest-based strategies would also be utilized in collective bargaining. The overarching goal of the partnership was to engage the workforce in using the interest-based problem solving model.

The first major proposal made was to consider a national collective bargaining agreement, which was initially rejected by the partnership

membership. There were concerns with the potential of a national strike halting business, which could not occur with separate local agreements with different contract expiration dates, as well as having salaries reflective of local labor market rates. Ultimately, a modified proposal was made and accepted that contained a single national negotiated contract with subsequent local agreements.

The negotiations, occurring in 2000, represented the largest interest-based negotiations in U.S. history. The process involved approximately 400 union and management representatives and more than twenty neutral facilitators, all of whom were trained in interest-based principles and problem solving. Ultimately, the national labor agreement and local contracts were ratified by ninety percent of the membership (McKersie et al, 2004). The five-year agreement included wage increases of four to six percent for each of the five years, with regional adjustments and higher increases for registered nurses, who were in greater demand, along with specified changes in the manner in which the partnership would work to improve effectiveness and efficiency. A pledge for greater employment security was made with the establishment of a new trust fund, financed in part from an employee hourly contribution, to provide retraining and redeployment of workers, if needed.

The training participants received identified four major flaws of traditional bargaining: too much focus on people; taking of firm positions; limited opportunities for alternatives; and, strong reliance on power. The interest-based negotiations training participants received involved the five steps of defining the

problem, determining interests, developing options, agreeing on criteria, and selecting a solution (McKersie et al, 2004). Attention was also given to the selection of individuals for bargaining. Union leaders and those who had previously negotiated for the union were recruited. For management, a variety of administrators from various levels of management were included with the human resources and labor relations professionals.

After training, individuals were grouped into Bargaining Task Groups (BTGs) and interest-based bargaining began. BTGs were formed to address wages, benefits, work-life balance, performance and workforce development, quality and service, employee health and safety, and work organization and innovation. Each group had two facilitators, who intervened when difficulties arose and to redirect the group back to the interest-based fundamentals of interest, not positions, and to generate new options. Summaries were produced after each session and used to launch the next day's session. These seven BTGs completed their work by July 2000 and reported back to the Common Issues Committee that oversaw the entire process. Local bargaining began in August 2000 with their work completed only a few weeks after the September 1 proposed deadline. Participants were repeatedly encouraged to develop visionary proposals and were told that all proposals would receive serious consideration. Almost 400 proposals were given to the committee for consideration.

Not only did the process result in a five-year national agreement that addressed major goals of both the unions and management, it established a

partnership for ongoing collaborative efforts over the course of the agreement. It seems evident that collaborative interest-based negotiations will be a part of regular shared decision making structures and interactions throughout this organization for many years to come.

Despite the potential benefits of collaborative collective bargaining as witnessed in the private sector, support for collaboration in the public education bargaining process is conspicuously absent. The vast majority of school boards and unions continue to cling onto traditional adversarial bargaining. The Pennsylvania School Boards Association (PSBA), for example, still promotes many non-collaborative approaches in its recommendations for what it calls successful bargaining. For one, the PSBA promotes the use of a chief negotiator, who is the only person permitted to speak at the bargaining table. Their assertion is that this gives a unified voice and limits the opportunity that disunity will be exposed and exploited (PSBA, 1993). This tactic completely undermines collaborative approaches, which encourage everyone present to speak. With a collaborative approach, the free flowing sharing of thoughts, concerns, and ideas will likely elicit a creative solution to the problem that both sides can embrace.

Previous Studies of Collaboration in Public Education

Common themes are present in the findings of previously conducted studies regarding the use of collaboration between school district administrations and teacher union groups. In a study of collaborative bargaining versus traditional bargaining in selected Florida school districts, it was surmised that use

of a collaborative model resulted in positive changes to the bargaining process (Franco, 2002). For school boards, notable financial savings could be attained, including a savings in legal fees from a reduction in grievances and impasse procedures, as well as a decrease in administrative time spent on negotiations and contract monitoring, thereby increasing time available for other administrative tasks. Interestingly, though, no significant difference in the financial outcome or support for the bargaining unit between collaborative and traditional approaches was attained (Franco, 2002).

An analysis and comparison of contracts negotiated in Pennsylvania school districts during the 1980's using Goldaber's Win-Win style of integrative bargaining uncovered very little differences in the negotiated products when compared with their preceding traditionally bargained agreements. Participants, though, felt that the collaborative process was much less hostile and that relations between the parties were improved (Strunk, 1990). A more recent study of collaboration in collective bargaining discovered that the adoption of a specific model of collective bargaining is not necessary. Districts wanting to improve bargaining relationships can select those concepts and strategies from various models that will best meet their unique needs (Kelleher, 2000).

In another study of a labor-management partnership and its educational reform efforts, it was determined that the use of an interest-based model for collective bargaining facilitated a willingness to seek multiple perspectives, work toward a desired outcome, share the decision-making process, as well as form the foundation for educational reform work (Dyson, 2003). Similarly, a study of

behaviors influencing trust between the superintendent and teacher employee group asserted that collaboration facilitates the introduction and implementation of new ideas (Baker, 2001).

A 1989 study of collaborative schools in Tennessee found significant improvements in teacher attitudes and actions in addressing student need in collaborative schools, as compared with traditional schools (Smith & Scott, 1990). Here, the teachers in the collaborative schools more readily shared instructionally related ideas and materials, and planned lessons together than those who taught in more isolated environments. In the collaborative schools, teacher leaders were identified as those who showed a greater initiative to experiment with innovative ideas. In the traditional schools, however, the teacher leaders were identified as those involved with union or other activities not related to classroom instruction. Likewise, the collaborative school teachers were more likely to deal with student behavior issues by identifying the source of the problem and seeking assistance from other teachers, principals, or parents, whereas the teachers in the traditional schools generally viewed behavior issues as solely disciplinary and in need of punishment.

Formation of Collaboration

Collaboration and collegiality do not occur spontaneously. The human brain is naturally inclined to react quickly to conflict or perceived danger by directing the body to either run or fight (Glaser, 2005). Being able to understand one's own behaviors and interpret the words and actions of the other party can

significantly contribute to greater effectiveness in forging a collaborative relationship and at the bargaining table (Shell, 2001). Also, by recognizing one's own adversarial behaviors one can more easily begin to forge a more respectful and productive relationship with others who share a common goal (Glaser, 2005).

Understanding the characteristics of collaboration is crucial in the formation of a collaborative relationship. In managing collaboration in public entities, author Eran Vigoda-Gadot identifies six characteristics of collaboration (Vigoda-Gadot, 2003):

- Employ as a continuous strategy rather than a limited tactic
- Involve strong ties as participants
- Involve groups from various sectors (public, private and third sector)
- Establish a long-term commitment to this philosophical approach
- Have formal patterns for managing and documenting the process
- Encourage involvement and contribution from citizens and public groups

Additionally, the sharing of information is not sufficient to forge collaboration. It is crucial that all parties recognize the vitality of mutual benefits (Thomson & Perry, 2006).

Expansion of the Collaborative Model to other

School Improvement Initiatives

Daily use of collaborative action is largely absent in today's public schools. For classroom teachers, there is generally no expectation for collaborative work

with peers, nor is there any additional time or mechanism provided to facilitate collaboration and greater communication (Johnston, Knight, & Miller, 2007). The isolated conditions under which teachers work on a daily basis can inhibit collaboration and professional growth. In many cases, sharing among teachers generally consists of anecdotal stories of student behavior. The lack of time available for professional interaction among teachers continues to thwart collaborative efforts.

In Papillion-La Vista, Nebraska, public schools, it was recognized that inadequate time was provided for collaboration and effective communication to meet district initiatives and the mandates of the No Child Left Behind Act. Through the collaborative action of the school board, central administration, building principals and the teachers' association, a staff development plan was created and implemented to address this concern. By increasing the length of the school day by ten minutes, the district was able to group all of its teachers into teams that would meet monthly for the staff development plan. At each meeting, team members would present an analysis of a concern and corresponding performance data. Team members would collaboratively suggest instructional strategies to the presenting teacher to use to target the area of concern. Over the course of the next month, the presenting teacher would record these strategies and report back to the team at the next monthly meeting. Additional weekly and bi-weekly meetings were added at the building level to focus specifically on curriculum planning and student interventions. During the period that this initiative was implemented, proficiency rates on district assessments and the

state writing test have increased for every grade level tested (Johnston et al, 2007).

Additional teacher professional development and higher teaching standards can be obtained through the use of peer review systems. While still officially opposed by the NEA, peer review clauses have been included in teacher contracts in Cincinnati, Rochester, Pittsburgh and other districts throughout the country beginning in 1981 in Toledo, Ohio (Kerchner et al, 1997). Like other structures that improve teacher interaction and collaboration, peer review systems can improve the quality of instruction and student performance regardless of the teacher's years of experience (Kerchner et al, 1997).

Advocating for Collaborative Structures Between Labor and Management

Traditional views of teacher unions focus energies toward enhancing the compensation packages of all teachers, with a general disregard for issues of educational quality, better teacher preparation and more rigorous professional evaluation (Koppich, 2005). The new form of professional unionism abandons this belief and the separation of labor and management, and replaces it with a collective operational model that incorporates site decision making, team teaching, and district-level councils and committees (Kerchner & Koppich, 2000). The result is new collaborative team spirit that addresses issues jointly and extends well beyond the scope of the collective bargaining agreement. In Miami-Dade, Florida, for example, the teacher contract is viewed as a highly flexible,

working document that is continuously updated with recent initiatives that have evolved, as well as to establish a course for future initiatives and other changes. The relationship of the district with its teachers union, United Teachers of Dade (UTD), has spawned the district's School-Based Management/Shared Decision Making (SBM/SDM) program, which serves as the foundation for district reform and has impacted virtually every position within the district (Kerchner & Koppich, 2000).

The teacher contract in Hammond, Indiana, is also viewed as a living document and includes contractual language that permits more timely additions, modifications or amendments whenever the parties deem it appropriate and desirable (Urbanski, 2003). In addition to a more flexible collective bargaining product, the collaborative collective bargaining model can create the foundation for future problem-solving, conflict management and share decision-making, as well as engendered systemic reform, as evidenced in the research by Dyson (Dyson, 2003).

A call for more changes to the collective bargaining process has begun to emerge within the last decade from the nation's largest teacher unions. In 1997, NEA president, Bob Chase, urged local associations to adopt more collaborative approaches to collective bargaining with their local school boards and administrators. Likewise, Sandra Feldman, president of the AFT, called for its local associations to use collective bargaining as a means for involving teachers in school reform, particularly in cases of failing schools (Black, 2002). It does appear, though, that the collaborative work that is occurring is being done by

local unions at the local level. The national unions are providing little support for and involvement in collaborative work.

The Teacher Union Reform Network (TURN), a network of NEA and AFT local unions, seeks to encourage its local associations to expand the scope of collective bargaining to include instruction and related management issues (Black, 2002). TURN purports that a cooperative approach will result in improved student academic achievement and overall school reform. The network has secured significant financial resources to promote its efforts, including a \$1.7 million fund from the Broad Foundation and a \$355,000 U.S. Department of Education grant (Black, 2002).

One of the goals of the organization is to prepare its local associations to bargain and incorporate instruction and related management issues into its collective bargaining agreements. The belief is that improved student achievement and overall school reform will result from using a cooperative approach to bargaining. With a focus on improvement of student achievement, teacher unions can take a leadership role in building and sustaining quality public schools for all of the students it serves. TURN's mission is to "restructure the nation's teacher unions to promote reforms that will ultimately lead to better learning and higher achievement for America's children (Black, 2002)." Leaders within the organization, though, have frustrations with the pace of change and the perception that teacher unions are an obstacle to change. As the organization grows in number and in strength, it plans to continue to challenge those who negotiate teacher contracts to embrace cooperative bargaining as a replacement

for conflict-driven, industrial-style adversarial bargaining. Group leaders acknowledge that this will be difficult.

To receive assistance from TURN in the process, parties must agree to work collaboratively to craft agreements that extend beyond wages and working conditions, to include teacher accountability and shared governance. A review of contracts negotiated by TURN districts show promising results. One contract negotiated in Bellevue, Washington incorporated language that focused on student achievement and the quality of the teaching and learning environment. In another contract negotiated in Montgomery County, Maryland, contractual language established the authority to develop, review, monitor, and evaluate the district's instructional program and involve various stakeholders in school-wide decisions. A recently negotiated 'living contract' in Rochester, New York applied the 'what's best for students' test for all proposals introduced at the bargaining table (Black, 2002).

Acknowledging the impact school effectiveness can have on student learning outcomes, teacher contracts are increasingly incorporating language that support school improvement initiatives, though the research does not necessarily support this assertion. The first comprehensive study of the impact of a large metropolitan district teacher contract on educational outcomes was conducted in Milwaukee in 1997 by Howard Fuller, et al. The study concluded that while collective bargaining had accomplished its objectives, that did not translate into increased academic achievement as hoped (Raham, 1999).

The results of another study also found that teacher evaluation, often outlined in teacher contracts, has not transformed into the more rigorous evaluation practices now present in other sectors. In a 1998 study of Washington, District of Columbia schools, study authors Strauss and Matthews uncovered that only seven of 4,516 teachers were deemed unsatisfactory in teacher evaluations. It was further uncovered that typically many districts handle marginal or inept teachers by transferring them to other schools (Raham, 1999). Related grievance procedures can also divert funds from educational purposes and thwart productivity and a positive work climate. Similarly, the public is often silenced and excused from the collective bargaining process, leaving parents and others feeling disenfranchised and critical of the process and its results.

In using the teachers' contract as an avenue for school reform, some are advocating for a dual contract system. As individual schools become more autonomous and require greater accountability, schools become better able to cultivate greater success. Contract provisions at the building level can help to facilitate the reform efforts (Kerchner et al, 1997).

In their research, authors Kerchner, Koppich, and Weeres (1997) propose a streamlined master contract at the district level that provides for mandated measurable educational goals, a baseline teacher pay schedule, and portable pensions and benefits. Also contained in the district-level contract is a commitment to support school-based professional development, a process guide for teacher evaluation, and dispute resolution mechanisms. Building level contracts, then, are able to expand upon the master district contract by

addressing measurable student performance targets, resources allocation processes, criteria for staff hiring and evaluations, and professional development that is aligned with the individual school goals (Raham, 1999). Individual building contracts can provide for additional salary incentives, based on teacher knowledge, responsibilities, skills, and performance. The building level contract can also define structural organization, such as class size and organization, length of instructional day and school year, and other staffing and performance goals. The intent here is that all parties share in the responsibility of improved student educational performance (Raham, 1999).

Conclusion

Teacher contract collective bargaining has undergone significant transformations in public perception, legislative control, and philosophical approaches. Despite the research available and documented successes of collaborative bargaining approaches, few school systems utilize this positive approach to conflict resolution. The potential for conflict resolutions, creative approaches to the maximization of increasingly limited school funding, more collegial relations between labor and management, and the potential for educational reform should make utilizing collaborative strategies substantially more prevalent in contract negotiations.

It appears that all legislative efforts have been reactive. Initially, the federal government acquiesced to pressures exerted by public employee unions, which was followed by efforts at the individual state levels. The events that

occurred under the Reagan Administration further demonstrate the reactive nature of movements regarding collective bargaining rights and legislation. As the pendulum for and against collective bargaining rights has shifted, public reaction and opinion has likewise followed.

It seems evident, though, that collective bargaining may embark down a new path, as many begin to question that philosophies and approaches that most have held regarding public sector collective bargaining. The traditional model, that has previously yielded short term solutions, seems to be waning. A new model that emphasizes a collaborative approach seems to provide a viable alternative to the increasingly failing model.

Despite the documented successes of this new model, few entities are embracing it. Additionally, there appears to be no clear research on the reasons for resistance of negotiators of teacher contracts from both sides to use collaborative strategies within formal contract bargaining. Traditional approaches to bargaining are strongly indoctrinated into bargaining behavior, and fear is precluding many from deviating too far from the norm. With the vast majority of public education teacher union and school board negotiations teams still clinging to adversarial bargaining, new research that might uncover the resistance to change is desperately needed.

Another goal of this research is to ascertain the reluctance of teacher union and school board negotiators to embrace collaborative strategies that would likely result in more effective teacher contracts and a more efficient process for reaching agreement. The results of this research should provide

insight into this reluctance and suggestions for encouraging use of collaborative strategies in the collective bargaining of public education teacher contracts.

CHAPTER 3

METHODS

Research Design

The purpose of this study is to gain a greater understanding of each participant's perception of the formation and maintenance of collaboration within their organization. The study participants were teacher union leaders and district administrators from public school systems which have documented success with collaborative efforts between the two entities. Consideration for diversity in geographic location, socio-economic status and district size was also given in the selection of study participants.

Given the goal of the study, a qualitative approach to research was deemed most appropriate. In general qualitative research seeks to dissect a phenomenon to further examine its component parts in an attempt to uncover how these components interact to form the phenomenon under study (Merriam, 1998). Since this research seeks to explain the phenomenon of collaboration in the relationship between school administration and the teachers' union, and offer insight for other districts interested in creating and/or sustaining a collaborative culture within their organization, this research falls within the criteria of qualitative research. As with other qualitative research, in general, the event being studied occurred in its natural setting without influence from the researcher (Thomas, 2003). The role of the researcher was as interviewer and observer. In no way did

the researcher have any stake in the results or personal involvement with any of the participants.

The primary qualitative methodology employed was that of the case study. Case study design offers a strong match with the goals of this study. Yin describes the case study methodology as "...an empirical inquiry that investigates a contemporary phenomenon within its real-life context, especially when the boundaries between the phenomenon and context are not clearly evident (Yin, 2003, 13)." This design is most often preferred in cases where "how" and "why" questions are predominately posed. The resulting conclusions contribute to a greater understanding and depth into complex social phenomena.

In this case of studying collaboration between school labor and school district management, the case study design elicits the greatest quality and depth of data. This study of the phenomenon of collaboration occurred in districts with documented collaborative success. The goal of this research was to illuminate the factors that facilitate the formation and maintenance of collaborative structures between school administration and teacher representative groups. The resulting data may help to inform the labor-management relations in other school districts seeking to understand effective collaboration.

This case study began with preliminary telephone contacts, to identify potential participants for the study of collaboration between school labor and management. Interviews were with those who are active members in districts where strong collaboration between the teachers' union and school

administration is well documented. It is from these preliminary interviews that the participants were identified.

As with other forms of qualitative research, the researcher is the primary instrument for data collection and analysis for this case study. The predominant form of data collection was via telephone interview. This approach to data collection works well with the design of this case study. Use of the recorded telephone interview as the primary means for data collection removes geographic restrictions from the selection of study participants. The researcher is better able to seek participants that best match the goal of understanding the phenomenon of collaboration between public school labor and management entities without regard for their physical proximity to the researcher.

Throughout the interview process, the researcher needs to be able to respond to spontaneous issues, so as to maximize opportunities for collecting meaningful data. The researcher must also have a high tolerance for ambiguity, be highly intuitive, and have a keen sense of timing, particularly during interviews in knowing when to be silent, to probe more deeply, or to change the direction of the interview. Strong communication skills are crucial, particularly the ability to establish rapport, empathize with the respondents, have good questioning skills, and listen intently (Merriam, 1998).

The researcher of this study is entrenched in teacher union activity, holding an elected position on the association's executive board and serving in various aspects of the collective bargaining process including association negotiator. The researcher's experience, though, has been predominantly

adversarial in nature. While having success as a negotiator and union leader, the researcher feels a certain amount of bias against traditional, adversarial approaches to labor-management interactions, activity, and the collective bargaining process. Research has demonstrated that more productive and effective approaches to school labor-management relations exist and are utilized in some school systems. It is the researcher's experiences and exposure to current research that has directed interest in this study and dissertation.

The researcher for this case study focused strongly on how and why questions about collaboration, which resulted in richly descriptive details from various perspectives and included many of the issues. As mentioned the researcher is entrenched in the field, though has no direct stake or involvement with any of the study participants. Given extensive experience in the field, the researcher attempted to acutely observe and describe the event or phenomenon at hand without interference of personal biases.

Sample

The selection of participants for this study was purposeful, in that the participants and study sites selected were not representative of all school systems. Those selected to participate are largely an anomaly among teacher union and district administration relations. The participants selected have forged a non-traditional collaborative relationship between the parties at their site. It was the goal of the researcher to study this particular sect. School districts that adhere to more traditional, adversarial relations were not considered.

The initial list of potential study participants for this multiple-site case study was identified through their affiliation with the Teacher Union Reform Network (TURN). TURN is an informal network of teacher unions across the country that seeks a greater role in, and responsibility for, educational reform, student achievement, and instructional and professional issues by establishing collaborative relationships with their respective districts. By working with administration in a collaborative capacity, TURN locals strive to improve the quality of instruction, levels of student achievement, teacher professionalism, as well as the terms and conditions under which students learn and adults work within the public school system (Teacher Union Reform Network, n.d.). TURN locals work with their respective district administrations to form a collaborative relationship with the mission of becoming more effective partners in educational reform efforts in their districts while working the district to address the needs of their teaching staff (Urbanski, 1998).

Additional potential study sites and participants, who are not members of TURN, were referred to the researcher by TURN members and others as districts that have strong and well-documented success with collaboration between their teacher representative group and district administration. While the affiliation with TURN and individual recommendations helped to identify potential study participants, it was their responses to the preliminary sample selection interview that ultimately determined their participation in the case study. Potential study participants were ranked based on the information obtained and contacted in this

order. Once the identified cross-section of participants was obtained, no additional potential participants were contacted.

The researcher sought to have participation from a variety of types of districts. Since proximity to the research was of no concern, participants were selected from various regions of the country. Included were school systems from the mid-western, southern, southwestern and western regions of the country. Care was also given to select district that reflected various types of district classifications. Of the districts participating in this study, one is classified as a large urban school system, one is from a state that uses the county-wide approach in the organization of its school systems, one is a regional system that is predominantly urban but includes some of the surrounding suburban communities, and one that serves only the secondary students of a growing suburban community. Also needed was a cross-section of districts with varying socio-economic backgrounds. Care was also given to ensure that the districts represented socio-economically needy, as well as more affluent communities.

The initial contact with an individual from each potential study site was with a member of the teacher's union. This was done not as a bias, but as a matter of practicality. Principal members of TURN are also members of their respective teacher's union, and contact information was easily obtained. Some TURN members also offered additional contact information for other districts that also have a strong commitment to collaboration. The initial preliminary telephone interview was done to obtain general background information on each potential study site and determine its potential match with the goal of the study. Of those

selected to participate in the study, the data collected in this preliminary interview, though, was retained and used in the study.

The primary function of the preliminary telephone interview was to ascertain the likelihood that potential participants would provide meaningful data in answering the research questions of this study. Preliminary sample selection questions focused on the extent of collaboration between labor and management, approximately how long collaboration had been a significant part of their relationship, and if documentation of the commitment to collaboration would be readily available. Given that participation from both the teacher's union and the district administration is vital to this study, the researcher also sought to verify the potential willingness of additional participants from both parties at each site by asking for the names and permission to contact others at the potential site. The final question of this preliminary interview solicited general demographic information about the school district. Internet-based resources were also used to verify basic district demographics for each site under consideration.

Data collected from the preliminary interview was used to identify the case study participants. Diversity in geographic location, socio-economic background of the student population and type of district, as well as the extent of collaboration present in the district, guided the participant selection process. Consideration for diversity helped to expand the breadth of data to be collected.

The criteria for the selection of participants for the actual case study also included the participants' willingness and enthusiasm to participate in the study, as well as consideration for the broad cross-section of district types and

backgrounds already outlined. Ultimately four districts were selected to participate in the study, with four interviewees from each site. At the suggestion of the study participants at one of the study sites, one additional participant was included at that particular site, due to his extensive involvement in the formation of collaboration in their district. The total number of study participants was seventeen.

Once potential study sites had been identified, each participant's willingness to be included in the study was verified via e-mail or telephone call. As mentioned, having multiple participants from both the union and administration was crucial to this case study. Participants from both labor and management helped to validate or refute points made by study participants, as well as helped in the triangulation of the data. Multiple participants from multiple sites yielded more meaningful data and stronger findings.

Of problematic concern, though, was the manner in which each potential study participant defined and practiced collaboration. Some may view their relationship as collaborative when, in fact, actions may be adversarial. Responses to the preliminary sample selection questions helped to validate each prospective participant's functional definition of collaboration, as well as consistent use of collaboration between labor and management in their school district. The initial contact with multiple potential participants from each study site helped to clarify this concern.

Instruments and Materials

An important function of the preliminary interview was to confirm the assertion that a collaborative relationship was, in fact, present in each district. The preliminary interview questions sought a basic verification of the presence of collaboration, general demographic information, as well as identified additional participants from both the teachers' union and district administration at each study site.

After study sites and participants were identified, data collection began in earnest. The interview schedule, including date and length of each interview, is presented in the following table:

Table 1: Study Participant Interview List

| <i>Study Sites & Participants</i> | <i>Date of Interview</i> | <i>Length of Interview (hours:minutes)</i> |
|----------------------------------------------------|---------------------------------|---------------------------------------------------|
| Green Valley Secondary School District | | |
| • Current Union President | 10/30/2008 | 1:03 |
| • Current District Assistant Superintendent | 11/06/2008 | 1:12 |
| • Former Union President | 11/12/2008 | 1:31 |
| • Former District Assistant Superintendent | 11/20/2008 | 1:14 |
| Smithfield County School District | | |
| • Current Union President | 11/06/2008 | 1:08 |
| • Current District Deputy Superintendent | 11/07/2008 | 1:03 |
| • Current State Uniserv Rep | 11/06/2008 | 1:31 |
| • Former District Superintendent | 11/25/2008 | 1:12 |
| • Former State Uniserv Rep | 11/13/2008 | 1:49 |
| New Salem City School District | | |
| • Current Union President | 12/23/2008 | 1:28 |
| • Current Union Professional Issues Rep | 01/20/2009 | 0:55 |
| • Current District Interim Superintendent | 01/20/2009 | 0:37 |

| | | |
|---------------------------------------------------|------------|------|
| • Current District Teacher Program Manager | 01/12/2009 | 0:58 |
| Oakdale Regional School System | | |
| • Current Union President | 10/27/2008 | 1:00 |
| • Current Union Executive Vice President | 11/07/2008 | 0:49 |
| • Current District Superintendent | 11/25/2008 | 0:42 |
| • Current District Chief Academic Officer | 11/05/2008 | 0:45 |

The preliminary interview questions were asked to those additional potential study participants at each study site that had not yet had the opportunity to respond to them, before moving onto the case study protocol. For this case study, there were two participants from the teachers' union and two participants from the district administration or school board at each study site, with the exception of one study site where there were five participants; three representing labor and two representing management. Since it was determined that saturation of the data had occurred at each of the sites, additional participants were not needed.

The initial case study protocol questions focused on the background of each study participant. They were asked to discuss their teaching experience, extent of involvement in the union or administration, and their role in collective bargaining. The researcher was seeking to verify their active involvement with collaboration in their district. Additional questions probed the extent of collaboration in their district, its formation, and identification of key players. The researcher probed specifically on the participants' functional definition of collaboration, evidence of collaborative practices in their district, and factors that facilitated the formation and/or maintenance of collaboration in their district. The

final questions attempted to uncover any challenges or resistance that occurred initially or since the formation of collaboration. These questions focused on current threats to collaboration, maintenance and strengthening of collaborative structures, and future potential concerns with collaborative structures and external factors at each study site.

Participants were given the opportunity and encouraged to fully describe the formation and use of collaboration in their district. The bulk of the data collected for this study were in the form of semi-structured telephone interviews with each of the study participants. Extensive anecdotal accounts contributed to the rich descriptions of the formation and sustaining of collaboration, as well as its impact on the collective bargaining process at each study site.

All interviews were recorded in a digital format and stored on a computer hard drive for ease of future access and reliable storage. Use of an electronic digital telephone recording device allowed each interview to be stored on the computer, and retrieved and analyzed at will by the researcher. The telephone interviews were transcribed partially through use of a transcription service and partially by the researcher via use of voice-recognition software in tandem with word processing software. All transcribed interviews were thoroughly reviewed for accuracy, particularly those transcribed via voice recognition software. The interview schedule, including the dates and length of each interview, is presented in the Table 1.

Additional data on collaborative efforts and successes was obtained through the collection of artifacts. While many forms of artifacts were considered,

the only useful document obtained, though, was the negotiated contractual agreement between the district and the teachers' union. The contracts proved useful for validating statements and assertions made by study participants.

Ethical Considerations

Given that study participants were not in close proximity to the researcher, all interviews were conducted via telephone conversation. Use of this technology poses some ethical considerations. Foremost, it necessitates that the researcher appropriately notify each interviewee of the intent to record the conversation and obtain permission from each interviewee to do so. While none of the participants objected to being recorded, the responsibility for notification and obtaining permission rested with the researcher.

Given that this research involved human subjects, it was important for the researcher to also consider the potential negative impact or harm this research might have had on any of the subjects participating in the study. In this case, the researcher determined that this study did not impose any level of harm or discomfort beyond what is experienced in normal daily life, nor did it uncover any illegal activity which he would have been required to report to legal authorities. Regulations mandating these considerations are, nonetheless, not to be taken lightly, as they ensure that the rights of individuals are not evaded in any type of human subject research.

The Temple University Institutional Review Board (IRB) ensured that the researcher complied with all federal and state regulatory requirements

throughout this process, while safeguarding the rights and welfare of the participants of this study. The researcher of this study complied with all IRB requirements for obtaining approval and conducting the study. Consent for each subject to participate was obtained at the beginning of the recorded telephone interview. The researcher recited the contents of the consent form and recorded consent from each participant. Study sites were kept anonymous by use of pseudonyms. Study participants were referred to in the Findings only by their job title along with the pseudonym site name. As mentioned, this research did not result in any harm or discomfort to any of the study participants.

Data Analysis

As the researcher attempted to uncover the underpinnings of collaboration, categorical analysis was used to organize the data that described the phenomenon of collaboration. The process of data analysis of case study evidence generally consists of examining, categorizing, tabulating, and testing the evidence collected to address the propositions of the study (Yin, 2003). In this case of collaboration, the researcher attempted to identify patterns of behavior among the various study participants and study sites that offered an explanation for the formation and maintenance of collaboration between public school labor organizations and management.

The data collected were compared to the participants' functional of definition of collaboration and actions that reflect this definition, the factors that helped to initiate and sustain collaboration, and the impact of collaborative

structures on the collective bargaining process. As the data gathered from the various participants at each site was compared, patterns of collaborative and non-collaborative behaviors emerged. Each site's commitment to collaboration became evident. Patterns of events and behaviors among the various sites on how collaboration emerged, and was subsequently sustained, offered insight into answering the research questions presented.

As the patterns emerged from the data, their relevance to the research questions culminated in the Findings. Given that this study analyzed social behaviors over a long period of time at each site, patterns largely emerged in a chronological manner. The interview questions that focused on the formation of collaboration resulted in patterns relating to past behaviors, attitudes, specific events, individual agendas or legislative initiatives that brought consideration for collaborative efforts to the forefront. As other patterns emerged, explanations for threats to and support for collaboration also became evident, as did other experiences participants had with collaboration.

Since there was a heavy preponderance of anecdotal data obtained through this study, the data was validated in multiple ways. The collection of highly detailed descriptions resulted in data that was "rich" in evidence. The richness of detail from all individuals within a particular event helped to formulate an accurate, detailed account of each event under study. This resulted in meaningful evidence and stronger conclusions for the research question.

Member checks with each study participant helped to clarify any misinterpretations on the part of the researcher. It also provided the opportunity

for the participants involved in the study to rearticulate their account and assessment of events that occurred and offer additional relevant data. Given that this study included multiple participants from the same site, comments and accounts given from other participants at the same site also helped to validate or refute the data given. This step was particularly important, as any misinterpretation could have resulted in inaccurate interpretations of the data.

Triangulation of the data, common to case study research, is the process of utilizing multiple perspectives and data sources to validate the data (Glatthorn, 1998). In this case study, accounts and assessments of events presented by one participant were triangulated with the accounts from other participants at the same site. Additional comparisons with that of the other study sites in the study occurred, particularly when the same or similar event occurred in both entities under study, such as contract negotiations. The negotiated agreements were also utilized to validate the data obtained via the interview process.

These techniques for clarifying the data have helped to ensure that the emergent patterns for explaining the formation and maintenance of collaboration are accurate. A thorough and accurate analysis of the data has led to conclusions that offer meaningful insight into the phenomenon of collaboration.

CHAPTER 4

FINDINGS

Overview

As outlined earlier, a functional collaborative relationship between teacher unions and public school management is largely absent. Many school administrators and union leaders will argue that collaboration is present in their districts, but actions rarely reflect this. A growing number of districts, though, have deviated from the traditional adversarial relationship between labor and management in favor of a more collaborative approach to their differences, resulting in creative and fiscally responsible solutions to the challenges that their public school systems face.

This case study sought to identify those districts in which the collaborative model has been employed to address teacher rights, administrative responsibilities and improved student academic experience and performance. The experience and insight that the participants from these four school systems offered will help to shed some light on the benefits of embracing a collaborative relationship, how they are formed, and what is necessary to sustain them.

The research questions for this study targeted the participants' definition of collaboration, factors that facilitated or inhibited collaboration and the formation and long-term sustaining of these collaborative structures. The actual interview questions were designed to be broad enough to allow each participant the

opportunity to share his or her assessment of collaboration in their district, their direct involvement, or understanding thereof, of its formation, as well as their opinions and goals on the future of collaboration in their school system.

Throughout the interviews participants were encouraged to offer a wide variety of examples of successful collaborative endeavors in their respective district, how each evolved, the benefits and/or pitfalls each brought and any other thoughts or concerns they had.

The actual interview questions focused on each participant's background in education, the historical setting for the formation of collaboration in their school system, the evolution of collaboration at their site, examples and anecdotal accounts of collaborative efforts, the impact of collaboration on collective bargaining and challenges to collaborative efforts. Interview discussions also touched upon the perceptions of the various stakeholders at each site, the impact of potential outside influences on collaboration, the use of training for collaboration, as well as advice the study participants would offer to those interested in forging a collaborative relationship.

The findings for this case study are grouped into five categories.

1. The evolution of collaboration
2. Use of collaboration and collaborative structures
3. Collaboration and the collective bargaining process
4. Factors affecting collaboration
5. Future goals and recommendations for collaboration

Within each category are comprehensive discussions of specific topics related to the category.

Study Participants and Participating School Systems

From the initial list of potential study participants, four separate school systems were selected to participate in this study. The primary consideration for the selection of each participating study site was documentation of a well-established, active collaboration relationship between school labor and management. Additional consideration was given to the region of the country in which each study site is located, diversity in the type of school system, as well as the willingness of key individuals at each site to participate in this study. There were other school systems that would have also matched the goals of this study. Ultimately, the four systems were selected from four different regions of the country representing four distinctly different types of school systems: a large urban system; a county-wide system, which encompasses a city and surrounding suburban communities, as well as rural outlying areas of the county; a large regional system, which includes a moderately large city and its immediate surrounding communities; and, a suburban middle class system located in a large metropolitan area.

The names of the school systems and their exact locations have been changed to ensure anonymity. Likewise, the names of the individual participants have also been omitted; the participants from each site will be referred to by their present or former title within the organization. The following table lists all study

participants by study site and is immediately followed by a more detailed description of each study site and corresponding participants.

Table 2: List of Study Sites and Participants

| <i>Study Sites & Participants</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Green Valley Secondary School District <ul style="list-style-type: none">• Current Union President• Current District Assistant Superintendent• Former Union President• Former District Assistant Superintendent |
| Smithfield County School District <ul style="list-style-type: none">• Current Union President• Current District Deputy Superintendent• Current State Uniserv Rep• Former District Superintendent• Former State Uniserv Rep |
| New Salem City School District <ul style="list-style-type: none">• Current Union President• Current Union Professional Issues Rep• Current District Interim Superintendent• Current District Teacher Program Manager |
| Oakdale Regional School System <ul style="list-style-type: none">• Current Union President• Current Union Executive Vice President• Current District Superintendent• Current District Chief Academic Officer |

Description of the Study Sites

Green Valley Secondary School District

The Green Valley Secondary School District is a growing suburban secondary school system located on the outskirts of a major metropolitan area.

The school system serves only students at the secondary level, grades seven through twelve. There are four elementary school districts located in the same territory that feed the Green Valley school system, though each of these feeder elementary districts is its own entity, having its own buildings, administration and board of directors, completely independent from that of Green Valley.

The Green Valley school system is comprised of eighteen schools serving more than 23,000 students. There are six traditional, comprehensive high schools, as well as six traditional junior high schools that feed these high schools. In addition to the traditional junior and senior high schools, there are six smaller nontraditional school buildings: one middle college that serves eleventh and twelfth grade students for English and History, as well as students at the local community college, also located on the same campus this school is housed; one early college that serves ninth and tenth grade students and will merge with the middle college next year to form a single ninth through twelve grade pre-college building; a continuation school for eleventh and twelfth grade students; one independent study school for emotionally disturbed children; and, a district charter school for special education children, aged eighteen through twenty-two.

The students who attend Green Valley Secondary schools are largely socioeconomically middle class students. Approximately seventy percent can be classified as those from middle class incomes. Those who would be classified as coming from an affluent background would constitute approximately fifteen percent of the district's student population, as would those who would be classified as socioeconomically disadvantaged.

The ethnicity of approximately sixty percent of the student population is Caucasian. Students of Hispanic origins constitute approximately twenty-five percent of the total district student populations, while approximately ten percent are of Asian descent. The remaining five percent are predominately African-American, with a few being of Native-American or other descent. Recent trends have shown growth in the district's Asian population, particularly Korean students, as well as in its English language learning population of Hispanic and Asian students.

The Green Valley Secondary School System employs a teaching staff of over 900 teachers. Membership in the teachers' union is approximately 1000, and includes teachers, counselors, nurses and school psychologists. The teachers' association is a local chapter of its respective state chapter, as well as the National Education Association (NEA). The total number of district employees is approximately 2000, which includes the entire professional staff, as well as the non-instructional and support staff.

Participants in this study from the Green Valley school system included the current teachers' union President, the current Assistant Superintendent for Human Resources, as well as two former long-time employees of the school system; a former Assistant Superintendent and a former union President. All of the participants spent their entire careers, or the vast majority thereof, in the Green Valley Secondary School District. All had worked initially as teachers before moving into other administrative or association related positions.

The teachers' association and the district administration of the Green Valley Secondary School District have enjoyed a long and prosperous collaborative relationship for close to two decades. This collaborative relationship was forged largely through the efforts of the former Assistant Superintendent and the former union President. After approximately a decade of formal collective bargaining, and having had a professional working relationship prior to assuming these two roles, the two had come to the realization that they did not want the district and the association to continue the acrimonious relationship that had evolved since gaining the right to collectively bargain that was granted by state statute more than a decade earlier. The two, and the constituents they represented, began to forge a new relationship based on trust, mutual respect, and common interests that served as a compass for future relations and collective bargaining agreements. Both had retired approximately one year ago, though still eagerly assist their successors in maintaining the collaborative relationship that had been cultivated.

Smithfield County School System

The Smithfield County School System is a county-wide school system that includes the city of Manchester, the surrounding suburban communities, as well as the remaining outlying rural areas of the county. The city of Manchester, a mid-sized city, had its own school system at one time, which was approximately the same size as the surrounding county school system. Under state charter the city had the right to disband its school system and have it absorbed by the

surrounding county-wide school system, which it elected to do approximately ten years ago. The merger of these two school systems resulted in a new student population of over 40,000 students, but retained the name of the former county school system, Smithfield County Schools. The total county population is approximately 500,000 residents.

The merged Smithfield County School System is comprised of forty-nine elementary schools serving nearly 20,000 students in Kindergarten through fifth grade. Eight of the district's elementary schools, though, are magnet schools, each of which employs its own unique philosophical approach to elementary education. Admission to each of these magnet schools is by application and on an availability basis. Parent involvement is mandatory at each of these magnet schools, with a minimum of eighteen hours of parent volunteer time per school year, attendance at two parent-teacher conferences per school year, as well as consistent student attendance.

At the middle level, there are twenty-one middle schools, which employ an interdisciplinary teaming approach to student grouping and instruction, serving approximately 9,500 students in grades six through eight. As with the elementary level, there are five middle level magnet schools, each with its own unique philosophical approach, as well as comparable parental involvement requirements as their elementary counterparts.

At the high school level, nearly 12,000 students are served at sixteen school sites throughout the county. Career and technology educational programs are offered at all high school sites, as well as two technology education centers.

There is also a select magnet component present at three of the district's high school sites.

The district has had great success in attaining outside grant money for the improvement of student achievement at each of the three educational levels. Within the past decade the district has been awarded over \$100 million in grant funding for the purpose of improving literacy and teacher effectiveness in each of its lowest performing elementary schools, the development of reform efforts at each of the district's middle schools, as well as for reform efforts at its high schools.

Socioeconomically, the district is very diverse. The student population ranges from severely economically disadvantaged youth in its inner-city schools to middle class and affluent suburban communities, as well as diverse rural areas of the county. The ethnic complexion of the district is predominantly white, approximately fifty-seven percent of its total student population. African-American students constitute approximately thirty-three percent of the total student population. Hispanic, Asian, Native American, and students of other ethnicities constitute the remaining ten percent of the total student population.

The Smithfield County School System employs more than 6500 employees, district-wide. More than 2500 teachers are employed by the system, though membership in any form in the teachers' union is not compulsory either through state statute or by district contractual language. The teachers' association is a local chapter of its respective state chapter, as well as the National Education Association (NEA).

Study participants currently or previously employed by the Smithfield County School System included the current President of the teachers' union, the current Deputy Superintendent and a former Superintendent of schools. Also included as study participants are the current and a former Uniserv Representative assigned by the state teachers' association to represent the teachers of Smithfield County schools.

The previous city school system was a typical urban school system that had very outdated facilities and poor results on student achievement tests. The county schools, however, had somewhat more modern facilities and very high student academic performance scores. The former districts were also quite different in their operational structure and philosophy. The Manchester City school system was very autocratic in its top-down managerial style, while the former county system espoused more of a site-based approach to decision making, with many of the decisions made at the local level. Despite this vast difference in demographics and philosophy, the newly merged school system found a common mission in the education of all of its students.

The emergence of collaborative relations coincided with the merger of the two former school systems and the hiring of the former Superintendent, who participated in this study, to manage the merger. This individual did have experience with school district mergers and collaboration between labor and management, though he did come from a non-collective bargaining state and, thus, had no experience in the collective bargaining process. Collaboration

emerged from the realization of the challenges they would face with the merging of two separate school entities and their respective teacher associations.

New Salem City School District

The New Salem City School District is an urban district that serves the students of the city of New Salem, a mid-sized city with a population of approximately 375,000 residents. The school district also incorporates three small bordering municipalities that have more of a suburban atmosphere, but with very small populations. The district serves approximately 34,000 students in Pre-Kindergarten through twelfth grade in its fifty-eight schools.

The New Salem City School District is comprised of forty-two elementary schools, serving either Kindergarten through sixth grades or Kindergarten through eighth grades. The majority of the elementary schools are neighborhood schools that service a specific geographic territory, though there are a few elementary magnet schools that serve a specific quadrant of the district or the entire district. These magnet schools focus their curriculum around a specific discipline, such as a specific foreign language or the arts, or specific teaching philosophical approaches, such as Montessori.

Students in the New Salem City School District are also served by sixteen high schools, serving either grades seven through twelve or grades nine through twelve. Attendance at any of the district's high schools is not predicated on the child's home address. All students in the district are able to select from a variety of high school programs with special focuses that lead students directly into

chosen careers or to higher education opportunities. Some high schools, however, do have application and admission requirements.

The students served by the New Salem City School District are largely socioeconomically disadvantaged. Currently, sixty-six percent of the district's student population participates in the federal Free and Reduced Lunch Program, though it is believed that the number of families living below \$15,000 per year may be greater due to underreporting. It was estimated a few years ago that New Salem City had the third highest concentration of poverty in the country.

The ethnicity of seventy percent of the total student population of New Salem City schools is African-American. Caucasian students constitute approximately twenty-four percent of the district's public school population. The remaining six percent include all other ethnicities, as well as those with a multiracial background.

The school district employs approximately 2400 teachers and has a total employment in excess of 4500 professional and non-instructional/support employees. The teachers' union is a local chapter of the American Federation of Teachers. Membership in the association is not mandatory, and membership has been declining over the past few years.

Participating in this study from the New Salem City School District are two current administrators and two current association leaders. Participants from the teachers' union are the President and the association's Professional Issues Representative. Participants from the district administration are the current Interim Superintendent and the district's Teacher Program Manager. Three of the

four participants have been employed by the district for their entire educational careers. The fourth participant's professional experience has been very diverse, with much of it not in the public school setting. His professional career includes work as a film maker, steelworker, union activist and teacher.

The district administration-association foray to a collaborative relationship began approximately two decades ago when it decided to engage in a form collaborative, interest-based bargaining. Training for both teams was conducted by the Harvard School of Management and was extensive. The process resulted in an interest-based collective bargaining agreement, which ultimately became the basis for all collaborative structures that have existed since then.

Collaboration has since expanded to a plethora of joint management-labor committees, many of which are delineated in the negotiated contract. The majority of the initial key players are no longer employed by the district, though this shared philosophical approach to labor-management relations is still strongly present in current labor-management interactions and activity.

Oakdale Regional School System

The Oakdale Regional School System is an immense, predominantly urban school system, serving over 87,000 students from Kindergarten through twelfth grade. While the vast majority of the student population comes from the City of Oakdale, the school district boundaries do encompass some of the neighboring suburban and outlying rural communities.

The Oakdale Regional School System is comprised of 131 school buildings. Due to the large size of the district, the schools are divided into a cluster system, one cluster for each of the eleven high schools in the district. These high school clusters are fed by eighty-four elementary and twenty-six middle schools that feed the respective high school in their cluster. There is a twelfth cluster which houses ten alternative schools. Management of schools within a cluster allows for cluster specific programs and related professional development. Site-based budgeting also allows for the allocation of funds needed for cluster and school specific programs. Additionally, the district has a variety of magnet schools at all three educational levels throughout the district, each with a specific curricular focus.

The ethnicity of approximately fifty-six percent of the student population is Hispanic. An additional thirty-three percent of the student population is Caucasian. Native American students constitute five percent of the student population, with the remaining six percent being of African-American or Asian descent. The most recent data on the district's Free and Reduced Lunch Program reflects that slightly more than forty percent (40%) of the student population qualifies for free lunch. An additional four percent (4%) qualify for reduced lunch.

The total teaching staff of the Oakdale Regional School System is approximately 6500 teachers. There are approximately 2000 educational assistants and 900 support and related services personnel. The total number of district employees is approximately 12,000. Membership in the teachers' union is

not compulsory either by state statute or contractual language. Currently, the union, also referred to as the Federation, has 3800 members and is a local chapter of the American Federation of Teachers.

All four of the study participants from the Oakdale Regional School System are currently employed by the system. Participating from the teachers' association is the current President and the Executive Vice President. Current administrators participating in this study are the district's Superintendent and the Chief Academic Officer. Three of the four participants have spent the vast majority of their career in Oakdale schools. The current Superintendent, though, is new to the district, only having assumed his current position within the last year. He does, however, come to Oakdale with extensive collaborative experience from districts in other states.

The initial emergence of collaboration in the Oakdale Regional School District seems to have been initiated approximately a decade ago by the current association President. Through her experience with the AFT and knowledge of current research on collaboration and professional unionism, she found a willing participant in the Superintendent at that time and a school board member. Through these three individuals, collaborative work between the district administration and the teachers' union began to emerge, particularly in the form of joint committees. Collaborative efforts, though, deteriorated under a subsequent superintendent. Upon the termination of this superintendent's employment, collaborative efforts have begun to reemerge and flourish.

Connections with other innovative leaders in other districts across the country led the parties to begin to incorporate collaborative principles and practices into their bargaining process and subsequent agreements. It is the district's commitment, particularly on the part of the board of education, to fostering collaborative practices between the administration and the federation that led to the hiring of the new superintendent, as the board was interested in selecting a successor superintendent who had a commitment to and experience with collaboration between labor and management.

Evolution of Collaboration

The impetus for forging a collaborative relationship at each of the study sites began with discontent for the adversarial status quo that had existed. At each site, there were key stakeholders who were primarily responsible for acknowledging the need to change the current relations between the teachers' union and the district administration, and for believing that a collaborative approach would be best for improving and sustaining long-term positive and productive relations.

At three of the four sites in this study, those individuals who were personally responsible for this change have agreed to participate in this study. Their accounts of the events that had occurred are corroborated by other current leaders within their respective school system who also participated in the study. At the fourth site, the accounts of the events that led to the formation of

collaboration at their site are offered as second-hand accounts by current union leaders and school administrators who participated in this study.

At some study sites the foray into collaborative relations did begin in the collective bargaining process. Current union President of the New Salem City School District states that initial concerted collaborative efforts,

...had its genesis back in the late 80's when the teachers' union and the district decided to engage in collaborative bargaining, or interest-based bargaining, or what was also called Win-Win bargaining.

In the Smithfield County School District the collaborative efforts also initially emerged in collective bargaining, but coincided with the merger of the county school system with the city school system, located within the Smithfield County limits, that had previously operated independently from the county system. Former state Uniserv Rep credits the newly formed merged school board with saying, "We have got some major work to do, and this will not be done correctly unless we work with partners." She further states that the state education association had, "...just begun training their Uniserv staff and training all different people on the interest-based bargaining process." So, it was the convergence of the merger of the two teacher unions and their respective contracts along with collaborative initiatives by the state education association that led to collective bargaining as the opening to collaborative relations in Smithfield County.

Early collaborative efforts in the Green Valley Secondary School District and the Oakdale Regional School District did not initially emerge in collective

bargaining, though in each collaborative efforts were connected to or influenced by negotiations. Current union President in Oakdale Regional recalls that,

...for ten years we kept putting all these innovative ideas on the table because our colleagues [in other areas of the country] were putting innovative ideas on the table, and they were getting somewhere with them.

She recalls attempts of association leaders to work with administration to implement collaborative initiatives, such as peer review and compensation systems, that never came to fruition. "So we got started, but then, of course, there was another superintendent, and all of those kind of stalled out. And then we'd try again." Early collaborative attempts were initially largely unsuccessful, though they did ultimately come to fruition through use of collaboration in the collective bargaining process.

The scenario for the emergence of collaboration in the Green Valley Secondary School District coincided with changes in district and association leadership, and the acknowledgement of key leaders that there had to be a better way for the district and the teachers' union to work together. Acrimonious relations had defined the relationship between the parties for quite some time. Trust was largely absent, and issues were rarely resolved with the parties working together. Former Assistant Superintendent stated,

It was slow going, but after a series of successes and seeing that things were open and honest, both the teachers and the management people did come around, but there was skepticism at

first. Some overcame that, say within a year. Others probably took up to five years to overcome it.

An analogous paradigm also existed between the New Salem City and the Green Valley school systems. In these two districts, collaboration was forged largely through the efforts of an administrator and a union leader who shared a vision in which leaders of the union and top district administrators would work collaboratively to solve problems that faced each other and the district, with a concerted focus on the best interests of the students they served. Interim Superintendent of New Salem City schools recalls that the then Superintendent and union President, "...were two special people who were excellent at figuring out how to do things." Likewise, former Assistant Superintendent of Green Valley schools acknowledged,

I think the emphasis did come from [the union president] and me, for the most part. And then it became a matter of him providing leadership with the association and my working with the other members of the management team to foster that.

The emergence of strong collaborative efforts in the New Salem City School District began in the late 1980's with the union President and the Superintendent. The union President during this time was a strong collaborator who had worked well with previous superintendents, and who later went on to become the president of the state level teachers' association before passing. This union President found a willing partner in the Superintendent at the time. The district's current Teacher Program Manager recalls that the past union

President, "...was a very articulate and strong union president who sincerely valued collaboration, and I think he surrounded himself with folks in the [union] at that time who were really instrumental in continuing that charge..."

The parties agreed to engage in Interest-Based Bargaining (IBB), which is described as negotiations that focus on building constructive relationships through bargaining (Wall, 1999). Current union President recounts, "They were trained by the Harvard School of Management... And they used the book, *Getting to Yes*, as the basis for their training." The collaborative conversations that transpired during the rounds of bargaining that occurred after training established some of the collaborative language that still exists in the contract, as well as some of the joint committees that are still utilized today. The parties,

...created joint management labor committees. They created two main committees that were chaired by both the Superintendent and the President of the union... the Educational Initiatives Panel, and the School Redesign Committee.

More importantly, though, this formed the foundation for the manner in which the administration and the teachers' union would work together for the betterment of the students and the entire organization, as well as facilitated a strong mutual respect between union leaders and district administrators.

Use of interest-based bargaining added new items to the contract over the years. Some board members though began to comment that, "Win-win negotiating; the union wanted it, and the district lost." The union President said,

So that as time went on, that wasn't always a good collaborative relationship between the district and the union, and there were some people on the side of the district, and also in the outside community and the business community, who felt that the district gave away a lot of things, a lot of power and authority to the union in the process of doing this so-called collaborative bargaining or interest-based bargaining.

As tensions mounted, the district's Board of Education felt that the union was becoming too powerful and wanted to reassert their authority. He further states that some teachers had a similar feeling that the union had given up items it should not have or were being too sympathetic toward financial situations the district might be experiencing.

Negotiations over the past decade were sabotaged under the direction of the board. The union President recalls that during a recent round of bargaining a few years ago that after the management team had agreed to an item and wanted the agreement to stand, "...the Superintendent forced them to withdraw it from the table and to renege on their commitment, which really broke down negotiations." District superintendents during this time period boycotted collaborative structures rendering them useless. Tenuous economic times have also had a devastating impact on the collaborative process, resulting in cuts to basic needs and arguments over resources and violations of the contract. Additionally, actions by the district have led to charges of unfair labor practices

over unaddressed legitimate grievances and a \$250,000 settlement against the district for back wages for members whose rights had be unjustly violated.

The recent election of a new union President, who is a participant in this study, as well as three new school board members, has reignited an effort to reestablish the collaborative relations that had once existed. Concurrently, the district is conducting a selection for a new superintendent; the current Interim Superintendent is also a participant in this study. The committee overseeing the selection process has identified the willingness to collaborate with the community and with employees on governance, and to establish a collaborative culture, as one of its selection criteria. The union President articulates that, "...collaboration is more than the ability to get along, but is a principled relationship with people so that alternate points of view can be heard and discussed."

The Smithfield County School District is an amalgamation of the former county school system of the same name with the Manchester City Public School system. Under state statute, city school systems could choose to disband and merge with the county school system in which they are located. In 1999, the Manchester City school system opted to merge with the Smithfield County system. All parties involved recognized the vast undertaking this merger would entail.

The newly formed board of education recognized the need to work as partners with the various constituents, particularly since other mergers in the state had mediocre results. The newly defined board hired a new Superintendent to manage the merger of the two school systems; this Superintendent is a

participant in this study, though he left the district approximately two years ago. The Superintendent began his tenure approximately ten months prior to the merger and had experience with school mergers in another state.

In an attempt to develop a structured contract that teachers from both of the merging associations would adopt, the two unions merged prior to the formal merger of the two school systems. Under state law, teachers in merged districts had the right to the salary and benefits of the highest district involved in the merger. Current Uniserv Rep recalls that, "Collective bargaining in both the city and the county unions had a long history of successful adversarial negotiations." Early negotiations of the consolidated union did not go well. After tumultuous bargaining that lasted for approximately two years, she recalls the newly hired Superintendent approaching her and saying, "You know, there just has to be a better a way," to which she shares information on interest-based bargaining training from the state education association.

Having held the positions of Assistant Superintendent and Superintendent since the 1970's and having experience with successful school mergers, the new Superintendent stated, "...I think the reform work I learned on my own that you need to work cooperatively and use the expertise of teachers to really bring about significant and sustained reform." He states, "...you need to realize that teachers and administrators ultimately have the same goals." He also understood that, "...the only change you can expect, if any, in a traditional bargaining situation is incremental change. You never in adversarial bargaining or traditional bargaining can take a holistic look or a comprehensive approach to reform."

The Superintendent then met with the union leadership and explained that he had the authority under state statute to implement significant changes. But rather than force it, he asked if the association would be willing to form a partnership with the district and problem solve together. Union leadership presented the Interest-Based Bargaining approach, and the parties agree to go away for a retreat to learn about IBB. Current Deputy Superintendent, who was actively involved in negotiations during this time, says,

I think behind the scenes there was some resistance by individuals because they didn't trust the process, especially those on both sides that had used a different model, a more adversarial model, and that's what they were comfortable with because they had achieved what they thought as success using that model.

He does believe, though, that as time passed, the participants became much more comfortable with the IBB model.

Many of the study participants stated that the challenge of poor student achievement, particularly in urban schools, and the staffing of these failing schools continue to be problematic. As collaborative relations between the administration and the union strengthened and grew, creative solutions to address these problems were created. The two parties began to negotiate well beyond the traditional scope of collective bargaining, and began to include educational issues and other areas that impact student learning.

The parties also worked to secure community support for their initiatives by demonstrating to the public that they were working collaboratively. Current

union President acknowledged that community support for their schools was a concern, and that a public adversarial relationship between them gave, "...the media or elected officials or anybody the opportunity to point to our faults." Having an authentic, collaborative relationship and demonstrating to the community that the district and the teachers' union could work together has helped with their credibility as they talked within the community.

The commencement of collaborative actions in the Oakdale Regional School District was largely a result of the efforts of the current union President, who is also a participant in this study. For ten years, she attempted to work with the district to implement innovative educational reform initiatives that had been occurring in other districts throughout the country. The current Executive Vice President of the union recalls that, "...she brought a huge knowledge base of teaching and learning....and a lot of credibility to her work." She also elaborated on how the President, "...adopted principles of collaboration that she works by. And she had kind of imposed them on the agencies around her that she works with." In essence she not only stated her intent to collaborate with administration, she also modeled collaboration in her daily interaction with them and expected the same in return.

The current union President recalled success she had with one superintendent in the 1990's in collaboratively creating site-based councils that were decision-making entities. This superintendent, along with one of the members of the school board, would attend union-sponsored activities with other union leaders. She recalls that, "They were very interested in starting site-based

management, so we started the preliminary work on creating school councils that were decision-making bodies, so people could work together at the school level.”

As mentioned earlier, though, the changes in the position of district Superintendent resulted in periodic waning of collaborative activity.

Subsequent superintendents pledged collaborative work with the union, though were often adversarial in action. The union President recalls that early in her tenure, there was an appointment of a new Superintendent that, “...had no respect for teachers, and although he paid some lip-service to working collaboratively, he really wasn’t.” This Superintendent had proposed some highly egregious language, such as wanting teachers to work longer for the same pay and remove binding arbitration for grievance hearings. The adversarial tenor between the parties escalated into a large, public fight between the union and the administration early in her presidency. “It was the biggest and most public fight the teachers in this district had had in decades.” Ultimately, the school board bought out the Superintendent’s contract and replaced him with two other internal administrators, who wanted to work collaboratively with the union but did not know how to do it. She laughs as she recalled one of the newly appointed administrators saying, “We want to learn to work with you all, but we don’t know how,” which she jokingly retorts, “...was damn true.” Collaborative dialogue on how the union and administration could work together did expand, with one of the two administrators rising to the position of Superintendent shortly thereafter.

The union President discusses one significant collaborative idea that emerged early in their collaboration relationship, that being, “...this idea that

contract negotiations need not be for a static period of time; that you can ongoingly negotiate.” She talks about other union leaders she knows throughout the country who do this. By meeting often and problem solving together, this naturally segues to something that the parties can more easily negotiate in the formal bargaining setting. This ongoing approach to collective bargaining is often referred to as “living contract”. To avert future public struggles, both the administration and the union agreed to create a living contract structure, which ultimately became part of the preamble to the negotiated agreement. The parties meet bi-weekly and have successfully co-created a mentoring program, including a peer intervention component, and site-based councils. The work in this and other committees has built some consensus on philosophy and provided a foundation for formal bargaining. The district has experienced some success with Interest-Based Bargaining, though the success attained has largely been contingent upon the quality of training and the individuals involved.

In the Green Valley Secondary School District the possibility for collaboration began in earnest in the late 1980’s. The right for public school employees to collectively bargain came approximately a decade earlier with the passage of state legislation that specifically granted this right. Former union President of the Green Valley Education Association recalls,

Prior to that time there really was no law in collective bargaining rights. There was only a predecessor law that said that the teachers’ union had the right to approach the board and make

requests of the board, and then the board could say thank you very much and that was the end of it.

Since neither side had great knowledge or experience over the process, he recalls early collective bargaining as,

...a somewhat painful, a somewhat awkward, and then often acrimonious relationship because both sides were flexing muscles; both sides were being, I believe now in hindsight, sometimes unnecessarily eruptive, sometimes unnecessarily confrontational.

As the parties reached a kind of organizational maturing on both sides, they began to question the legitimacy of their hostile relationship, and if it was best for the district and their students.

These events coincided with the election of a new union President and a former building administrator being promoted to Chief Negotiator for the district's negotiating team and later Assistant Superintendent; both of whom participated in this study. Both had a working relationship together at the building level; one as a teacher, the other a building principal. The former union President believes that change seemed to have emerged as a result of the two sharing, "...a philosophical kinship based upon our perception of what our role as educators was all about." Both agreed that the primary fundamental goal of all parties is, "...to provide a superlative educational program for students." Through their efforts, their constituent groups began to see the benefits of collaboration, and trust began to form between the groups.

The atmosphere of Green Valley was nothing like that of New Salem City schools. For many years, the district was a small, middle-class district on the outskirts of a major metropolitan area. It enjoyed very low turnover of its staff and a reputation for being a nice community with high quality schools. Administrative positions were most often filled internally, contributing to the stability of the district. The district experienced significant growth beginning in the mid 1990's. Student population and district staff had doubled, resulting in significant growth in district facilities.

Initial collaborative efforts in Green Valley began away from collective bargaining. Former Assistant Superintendent thinks that collective bargaining, "...is probably a reflection of the actual relationship that you have outside of that, away from the collective bargaining table." Early collaborative work began with topics like staff development and the resolution of grievance issues. Staff development was, "...a key area where the management side has, for many years, wanted to absolutely control staff development." Management made a significant effort, though, to offer key leadership roles in staff development to members of the teachers' association. In doing so, management discovered that the association members, "...did a marvelous job and probably far better than we had been doing, or could have done in administrative roles, without their participation and leadership."

Likewise, as clarification questions regarding the contract arose, the parties started to move away from referring solely to contractual language, and began to work together to resolve issues. Former Assistant Superintendent said

that, “Not that we didn’t want to live by the contract, but we came to an understanding that a contract serves us; we don’t serve the contract.” In order to do that, both parties needed to begin to listen openly and honestly to the situation and the point of view of the other party. Through this, the parties began to find areas in which they could collaborate.

The first significant collaborative project attempted by the district was that of its Peer Assistance and Review (PAR) Program. Current Assistant Superintendent cites this program as, “...a truly joint association/district project.” Early experimentation with teacher involvement in staff development in areas of pedagogy was successful. Former Assistant Superintendent said that administration had been hearing for a number of years that, “...there was a lot of mistrust and a lack of understanding on the part of management going in and conducting assessments, and/or evaluations of teachers in the classroom.” Likewise, “...there was also a lot of resistance from management, of course. No that’s our job, and we’re good at it, and you know, that’s just the way it is and the law protects us from that.” Although it was difficult to convince the other administrators, the former Assistant Superintendent participating in this study convinced administrators to agree to permit teachers to conduct evaluations of their peers, which was occurring in other districts in the state. Language to pilot the PAR Program was crafted. Within a year or so, administrators were praising the work of the peer evaluators, and the board committed additional resources to it.

These initial successes of the collaborative initiatives in Green Valley schools led to more significant initiatives. Collaborative work between management and the union leadership led to joint work on professional development opportunities, release time for association leadership and site-based decision making language being incorporated into the contract. By the mid 1990's, management and the union began to work collaboratively on traditional contractual bread-and-butter issues. The former union President does warn that,

It takes time and you don't ever want to forget that you never reach that moment of pure organizational bliss in collaboration and cooperation. There's always going to come along new issues, new challenges, new problems that are usually thrust upon you from the outside... So you have to just simply accept the fact that you're going to, as this relationship grows and develops, continue to have issues arise that will challenge your capacity to remain collaborative and cooperative, but strive not to forget what your major goal is all about.

It is important to note that the teacher unions of all four study sites are members of the Teacher Union Reform Network (TURN). TURN is an informal network of progressive teacher unions across the country that share information with the intent of redesigning teacher unions to become more effective partners in educational reform efforts in America's public schools.

TURN participating unions acknowledge their responsibility to improve the quality of the teaching force, achieve consistently

higher levels of student achievement, promote democratic fairness and due process for all, and improve the terms and conditions for both teachers and students in public schools (Urbanski, 1998).

TURN functions often provide opportunities for administrators and school board members to participate with their union local. The involvement of administrators and school board members in TURN activities vary, as it has with each of the four union locals participating in this study. The involvement of the participants in TURN from the four study sites in this case study, though, has offered insight into collaborative models that are successful and has provided an impetus for building and strengthening the collaborative relationship that has begun to emerge in their respective districts.

As mentioned, the key figures in three of the four study sites responsible for the initial foray into collaborative relations in their districts agreed to participate in this case study. It is interesting to note that none of these individuals strongly acknowledged throughout the interview process the significant impact they personally had on the formation of collaborative structures in their district. Each humbly referred to shared philosophical thoughts and early collaborative efforts as group efforts between the parties. Former union President in Green Valley schools even warned on,

...not putting too much emphasis on the professional relationship between [himself] and [the former Assistant Superintendent].

Although it was important that we were of the mind to stop the fighting just for the sake of fighting, I think it's important also to

remember that it was necessary to get to the minds and hearts of other people who were involved and continue to be involved in this relationship.

It each of these cases it was the other study participants at each site that gave great insight into the magnitude of vision and influence these individuals had on the formation of the collaborative culture. Perhaps, this modesty is an important component in the formation and maintenance of collaboration, as the focus is more easily kept on organizational goals rather than on individual goals or egos.

Use of Collaboration and Collaborative Structures

The breadth and depth of collaboration that is occurring in each of these study sites is impressive and truly an anomaly in public education. At each site there are established formal structures for addressing current issues and concerns, as well as those potentially forthcoming. School district administrations and teacher unions work collaboratively to solve an expansive array of concerns that plague American public schools. As one would expect, these concerns do include those that revolve around the funding of public schools and the compensation and working conditions of teachers and others who serve American public school students.

The collaborative work, though, that is occurring in these districts and others around the country, extends well beyond these basic bread-and-butter issues to ones that profoundly improve the quality of teaching that is occurring in these schools, as well as the quality of educational experience for the students

they serve. This significant paradigmatic comingling of teacher and administrative roles has transformed these educational entities. Teacher unions are no longer fixated solely on the financial gains of their membership. Administrative leaders have begun to share control over traditional administrative functions, as well as draw upon the expertise of their teaching staff, allowing great latitude for teachers to improve their craft and that of their peers, and strengthen the educational process and experience for the students of the district. These parties have shed their positional posturing in favor of improving the product with minimal regard for who takes control of the process or public recognition of its successes.

In comparing the extent of formal and informal collaborative work that is occurring at each of these four study sites, the researcher does not want to belittle the importance or quality of collaborative work that has occurred at each site. All of the collaborative work that has occurred at each of the sites is profoundly important and can serve as a model to other educational leaders and entities interested in learning how to utilize the power of collaboration to improve their respective school system. All of the parties involved in this study also deeply share a desire to improve their craft and the educational experience of their students.

At each site, discontent with the status quo served as the impetus for the desire to consider significant change in relations. Collaboration seems to have emerged initially through informal discussion and the realization of common ground and goals. In each district, informal discussions of collaborating together

to address a common concern led to the formation of a more formal structures for rectifying concerns and defining the involvement of the concerned parties.

Formal collaborative relations are largely present at each study site. The collaborative discussions have manifested into specific committee work with the implicit intent of the parties collaborating to address specific issues within the district.

The quantity of collaborative committees at each of the four study sites is not congruent. Collaborative work at Smithfield County School District, for example, did not culminate in many formal collaborative structures, though their collaborative work had, perhaps, the most significant implications. The parties here successfully merged two separate school entities, their respective teacher unions and contracts, addressed a plethora of serious educational concerns, and secured millions of dollars of grant money to improve the educational product of the newly merged district, all within approximately a decade. This expansive collaborative work, though, did not result in an extensive number of formally titled collaborative committees. Collaborative work here has been more of an informal meeting of key constituents with specific tasks and goals at hand.

Conversely, collaborative work in the New Salem City School District has resulted in an impressive plethora of formally titled collaborative committees. These diverse committees address everything from labor-management relations, the organization and delivery of educational services, the design of programs and schools, as well as the effective utilization of grant monies. Similarly, collaborative work in the Oakdale Regional and Green Valley School Districts

has resulted in a number of formal collaborative committees each with a specific intent, as with those of the New Salem City schools. While the list of formal committees in these two school districts is not as lengthy as that of New Salem City schools, their work is no less impressive or innovative. The negotiated agreement in Oakdale is, however, a model of commitment to the collaborative spirit.

There is similarity in some of the types of committees that exist in these districts. In all districts participating in this study, collaborative committee work is utilized to address concerns brought up by either party and to formulate potential solutions that both parties willingly agree. All also use collaborative committee work to do preliminary research for influencing the formal collective bargaining process. Collaborative committee work has been used to explore alternative salary compensation, site-based decision making, peer review programs, improvements to teacher quality and student academic performance, as well as various other initiatives. Throughout virtually every interview, participants have repeatedly stated a concerted focus on “the best interests of their students.” This seems to be the litmus test for any collaborative work. These administrative and union leaders have set aside their titles and traditional job roles and adopted a joint commitment to making the needs of their students their primary mission.

The specific collaborative work at each site will be presented in order of least formal to that of most formal committee work. Presentation of collaborative structures will begin with the Smithfield County School District, where collaborative work seems to be more informal, and progress to more formal

collaborative structures. Collaborative work in Smithfield County will be followed by that of the Green Valley Secondary School District, then the Oakdale Regional School District. The final study site, New Salem City School District, will be presented last.

It is important to reiterate that this order of presentation in no way reflects the level of commitment to or success with collaboration. The collaborative work that has occurred at each study site is equally important, has transformed labor relations in their respective school system and improved student academic experience and performance. It is merely a presentation of collaborative structures from that which the researcher has perceived to be less formal to that which has been perceived as more formal structures.

Smithfield County School District

As outlined collaboration in the Smithfield County School District emerged from an amalgamation of factors: the merger of an economically disadvantaged urban school district with its more socio-economically diverse surrounding county school system; the merger of two separate teacher unions and teacher contracts; a willingness of the parties to consider a radically different relationship for the betterment of all students served; and, a visionary leader who provided the spark for discussions to collaborate. This Superintendent stated that "...when you develop a collaborative culture, people are more comfortable and quite willing to sit down and discuss problems openly."

As mentioned, initial attempts at collaboration in Smithfield County began in the collective bargaining process, after a particularly acrimonious round of bargaining. The current Assistant Superintendent believes that the parties began to see,

...the need to change to a different model, as we saw it, a more collaborative model, a more progressive model; one that would lead to more team decision making, group decision making than just having two individuals hammering out a contract issue at a table.

Participants from both sides spent three or four days being trained in the Interest-Based Bargaining process of collective bargaining. He cites this event as that which, "...began our evolution into more collaborative methodology." Success in the IBB process provided the model for collaboration on other issues not directly connected with collective bargaining. The former Uniserv Representative that served Smithfield County teachers from the state educational association stated that, "When the IBB process is really working well, it transcends the process."

The parties in Smithfield County have developed a working relationship that uses a problem-solving approach in dealing with various issues and concerns. Depending on the issue at hand, the parties have employed both formal and informal venues for problem solving. The district's former Superintendent states, "We just had a working relationship that was a problem solving approach and that we were all in this business to accomplish the same things."

Some of the collaborative work that has occurred between the district administration and the teachers' union, though, has resulted in actual contractual language. The teachers' contract has an article that provides for an intensive assistance program for teachers with performance concerns. If a teacher is placed on this plan, he/she receives intensive support and assistance. Involvement of representatives from the union occurs throughout the entire process. If it is deemed that the teacher should be dismissed, the former Uniserv Rep and other union leaders are satisfied that, "...everything that could have been done to help the teacher become proficient was done."

The administration and union have worked together to address concerns related to teacher transfer and the reconstitution of the staff of failing schools. As with other impoverished, urban schools across the country, Smithfield County struggled with the staffing of schools identified as failing their student populations. Recruiting and retaining the most qualified teachers in these schools was near impossible. The former Uniserv Rep cited that at the beginning of one school year earlier in the decade there were thirty-four classrooms that did not have a teacher on the first day of school. She says, "Wow. That kind of hits you over the head. Your first grader comes home and says we don't have a teacher yet. I mean, you don't get back the first day of first grade." It became evident to everyone involved that this was a great disservice to the students in these schools.

Analysis of district data uncovered that in nine of the most impoverished schools approximately eighty percent (80%) of the teacher staff was new to the

profession. The process for hiring and internal teacher transfers hindered the recruitment of the most qualified teachers for these schools. The former Superintendent, former Uniserv Rep and current union President all recounted a process that prohibited these schools from securing a high quality teaching staff during the traditional spring and early summer hiring season. They shared the recurring scenario of a teacher in School A with lots of seniority who requests a transfer to School B. Now that opens up interviews for Schools B, C and D to apply, which takes approximately six weeks for this to occur. All cited the “domino effect” of a process that takes the most experienced and top collegiate prospects to the most desirable schools, followed by teachers from the most difficult schools moving to more desirable schools. The result was, articulated by the former Superintendent, “So over time what happened was the inner city schools were always last to be able to fill their vacancies, and they were the hard to staff schools.” With each round of hiring taking at least six weeks, that resulted in positions in the least desirable schools vacant at the end of summer and into the subsequent school year with no one or the least qualified applicants available to fill these demanding positions.

As a result of this data, the union reluctantly agreed to modify the seniority clause in the contract, thereby assisting the administration in slowing the migration of quality, experienced teachers to suburban schools and retaining desirable teachers in the urban schools. Collaboratively, the union and administration devised a process by which teachers could transfer every year if they desired. Those interested in transferring to a different school would apply

and list five schools in which they would prefer to work, which were often in close proximity to the teacher's home. The former Superintendent cited that at the beginning of the school year after this change in hiring procedures was enacted there was only one teaching vacancy on the first day of school, as compared with the thirty-four at the beginning of the previous academic year. He further states that, "...couldn't have done that if we hadn't been collaborative."

The district and the union also secured money from outside sources to implement a \$5000 annual differentiated pay for those teachers who agreed to teach in the neediest schools with the most difficult working conditions. The district and union worked with outside sources to offer the teachers in these school opportunities for significantly reduced mortgage rates and opportunities to earn Masters' degrees for little or no money. The former Uniserv Rep recalls receiving complaints from suburban teachers about the differentiated pay and other incentives that these teachers received. With each she informed them that, "If you want that extra \$5000 a year, you can apply, and you can go to that school, too." She knew, though, that many would not because these inner city schools were difficult places to teach. Over the period of just a few years, the percentage of new, inexperienced teachers at these schools significantly declined and resulted in a more balanced staff of new and experienced teachers, as suburban schools had been experiencing. The district also made a commitment to update or replace many of these dilapidated school buildings.

In addressing the reconstitution of the teaching staff of failing schools, the parties kept their focus on the data: the number of years a teacher was at a

particular school; the age of the teachers; the number of men versus women; and, the number of certified teachers versus non-certified. The former Uniserv Rep said that the reason they kept returning to the data was that data, "...didn't have emotion." They also recognized that they needed equity in the numbers of seasoned teachers in suburban and urban schools.

Ultimately, the district and union devised a plan by which principals in these urban failing schools could eliminate seven teachers from their school who would be transferred to teaching positions in suburban schools. The principals understood that the Superintendent would assign replacements for these seven teachers, and it was expected that the principal would support them. The teachers assigned there would complete a monthly questionnaire on their mentor and the level of support they received. Leaders in both the district administration and the union understood that these teachers had become burned-out by the difficult conditions under which they taught. Both parties wanted to provide lots of support and reinforcement for these teachers, so they could become revitalized. Absolutely no one was fired or lost their job because of reconstitution. The former state teachers' association Uniserv Rep had even recounted how one teacher, in particular, who they were concerned with, "She just got a new spirit and a new revitalized attitude," that she was selected to do all of the math instruction training in the summers.

This study participant attributes their collaborative successes to the development of trust between the parties. She says, "They kept their word for us. And they can trust us because we allowed that language to change." She also

recounts other situations where individuals held true to their words. In one situation a building principal required teachers to attend training beyond their required school hours without the compensation that the contract delineates. She recalled the superintendent agreeing that this was a violation of the contract and taking corrective action to rectify it.

She also recalls a complicated grievance where a building principal clearly violated contract language regarding a teaching assignment. The Superintendent concurred and said to the teacher, “Son, you’ve got the job if you want it. I think I have another one in another high school, if you would rather not be there under that principal, and I can understand why you might not want to, but the job is yours, if you really want it.” The Superintendent did not hesitate in standing behind negotiated contractual language, and in doing so, he further strengthened the trust that had formed between association leaders and management.

Likewise, in another situation at one of the district’s high schools, collaborative efforts between the administration and the union helped to resolve a potential violation of contractual language and support a new initiative the building level principal wanted to implement. The proposed initiative would have resulted in a violation of contractual language on teacher prep time. Parties from the union and the central administration, as well as the building principal and affected teachers, all met to devise a solution that would support the proposed initiative but not violate the contract. Once the solution was identified and agreed upon, the union’s bargaining team was consulted to see if they had any concerns with it.

This Uniserv Rep recalls being present at a principals' meeting where the Superintendent told the principals, "You do the right thing first. And I don't want any of this, I'm going to try it, and then if I get my hands slapped I deal with it later. That's not how we operate in this school system." Association leaders and Uniserv Reps came to realize that they could completely trust the Superintendent and other administrators, leading to more open and honest discussions. This same Superintendent reiterated, "Trust is a main thing [to building a collaborative relationship] and a willingness of both sides to be open."

Using their collaborative partnership, the district administration and union leadership have worked cooperatively to address other concerns. The former Superintendent had identified the starting teacher salary as being particularly low and expressed an interest in raising the beginning teacher pay to one that would be more competitive with neighboring school systems and those in the neighboring state. Association leaders worked with administration to raise the starting teacher salary without altering the salary index. The parties discovered that if they kept the salary index and just removed the bottom of the teacher pay scale, paying first year teachers the same as those who had one year of experience; they could raise starting teacher salary without changing the salary index and with a minimal amount of money. The Superintendent commented that, "I'm not sure we could have done that in an adversarial relationship."

Not long after the merger of the two districts and early in his tenure, the district's Superintendent approached the association for input on a district strategic plan, which included a plan for performance pay. Former state Uniserv

Rep recalls the Superintendent requesting the union's involvement in this strategic plan. The parties worked collaboratively to address many concerns of both parties, including a significant salary increase, union concerns about the plan being too closely tied to student test scores, and the superintendent's concern that he, "...did not want it to be a part of the bargaining contract." Ultimately funding for the plan was found, without taking it from the regular budget.

As outlined, informal collaboration that focuses on solutions to problems has characterized the relationship between the union and the district administration in Smithfield County. The parties, though, do also have an article in the teachers' contract, the Labor Management Collaborative Agreement, that provides a more formal structure for collaborative action. The article found near the end of the contract states,

The Board and the Association shall take steps during the next year toward cooperative and collaborative work improvement projects at the various schools in the entire school system. It will be an expectation that the parties will identify mutual problems and concerns and will move to mutually develop action plans for their resolution.

The current Uniserv Rep for the district stated that this agreement, "...basically says that the parties agree that issues will come up as time goes by that need to be addressed, and that there will be a labor management committee established so that the issues can be timely addressed." The current Deputy Superintendent

sees that this process as beneficial as it, "...keeps that collaborative commitment alive."

Depending on the particular issue, certain individuals are invited to attend the committee meetings and work on solutions to the issue at hand. These are often issues that cannot be postponed for formal negotiations. He states that both parties agree that, "They're going to want to sit down and talk about it, instead of having to go through with some kind of grievance process... So, both teams are free to contact the other to call a Labor Management meeting to look at those things."

In the past there has been issues related to insurance concerns, transfer issues for a new school, or things that may need to be handled in a manner that is not consistent with current contractual language. Solutions to these issues often become Memorandas of Understanding (MOU's) or Memorandas of Agreement (MOA's) that have the weight of contractual language, but do not require reconvening the entire bargaining teams to do it. Many of the issues addressed by the Labor Management Collaboration Committee become incorporated into the contract.

The current Uniserv Rep describes the use of this as, "...like a pilot, or we say that there's a sunset provision to them ... and if we want to keep that in the contract, then we bring that up again or get a stamp of approval from the negotiations teams, and then it becomes contract language." As mentioned, the committee is called to meet when needed, which has generally been approximately four times per school year.

Since the emergence of the collaborative relationship between the district administration and the union leadership, the current union President of the teachers' union has also commented that, "...the Superintendent is more readily accessible..." She says that this helps to more quickly facilitate discussions on concerns that either party has. The union President is now also included in the Superintendent's monthly cabinet meetings; a concept considered heresy among many school administrators in other districts.

Collaboration in Smithfield County has also expanded to other facets of the district. The current union President describes the annual joint training for association representatives and building principals, "...where we jointly train on the contract language and actually talk about how to solve problems at the lowest level and that would be the school building." Association reps and principals actually sign a contract to work collaboratively in their respective schools to uphold the contract and to solve problems that come up in the school at this lowest level. The goal of averting the filing of grievances by teachers has been successful.

The union and district administration have also had success in collaborating with outside agencies and in securing additional sources of funding for various initiatives, as well as the development of goals, initiatives, and the efficient and effective use of these additional funds. The former Superintendent states, "Over about a six year period of time, we got in excess of 100 million dollars worth of competitive grants." The parties have worked collaboratively to secure significant grants that targeted student achievement initiatives at all three

educational levels: elementary, middle-level, and high school. The district has also received three magnet school grants worth \$20 million. These grants have been secured from a variety of local and national foundations and sources, including the National Education Association (NEA) Foundation and the Carnegie Corporation of New York. The district and union have also jointly secured a grant for its teaching staff to become Nationally Board Certified. With most all, the grant proposals were created jointly. The former Uniserv Rep even recalls the parties working together in the Superintendent's office on New Year Eve Day to meet a grant submission deadline.

This former Uniserv Rep also commends the former Superintendent on getting the school board to create a vision statement and goals. Any grant that's written, regardless of who writes it, has to meet those goals. "They have to be targeted to encompass the goals of the school system, and that's been really good to focus everybody on where it is you're trying to go." Having goals, and a mandate that all grant funding adhere to these goals, has helped ensure that goals are being attained and that funding is being utilized as efficiently as possible.

The collaborative relationship that exists between the district administration and the teachers' union has become a significant model for others across the state. The former Uniserv Rep states, "We were invited by the State Labor Bureau to come and make presentations to other labor organizations that also had some management people there." The audience at their presentations has included labor and management representatives from automobile plants,

electrical workers, as well as a variety of others from public and private sectors. The parties have received awards and accolades for their collaborative work, most recently an award for the “best model of collaboration between labor and management.” This award was not restricted to only school systems in the state, but was open to all private and public entities in the field of labor relations.

Green Valley Secondary School District

Collaborative relations between labor and management in the Green Valley Secondary School District emerged primarily from the efforts of the district Assistant Superintendent and union President, both of whom recently retired from the district. Leaders from administration and the teachers’ union in Green Valley have enjoyed strong collaborative efforts for approximately the past two decades. The byproducts of their collaborative efforts were outlined by each of the four study participants, much of which is also delineated in the printed contract.

Contractual language outlining site-based decision making has been present in the teachers’ contract in Green Valley for many years. The process grants school sites, if they choose, considerable latitude to attempt unique and creative initiatives that deviate from the norm. The language present in the contract essentially defines the process by which a building staff may deviate from the norms of the contract or attempt new initiatives, such as trying block scheduling as opposed to traditional scheduling. The current union President describes the process that, “...requires seventy-five percent (75%) of the

certificated employees to vote for that and that includes administration.” If the vote is affirmative, the initiative is permitted for the first year. If there is interest in continuing it into a second year, a revote is required. “After two years of votes, it becomes past practice and the site doesn’t have to vote again, unless they want to change it.”

The former union President explained that when site-based decision making evolved,

The district and the association were really reluctant initially to accept this concept of turning authority and power and decision making about a variety of things over to the site because you never know what they’re going to do with the power once they get it.

District management and association leadership had to acknowledge that by maintaining mutual power they were denying the opportunity for local school sites to make decisions that directly affected them or the opportunity for them to try a new initiative.

The power for site-based decision making has been part of the teachers’ contract and successfully functioning for many years. The parties realized that site-based decision making had resulted in no loss of power for management or lessened the function of the association to represent its membership. This collaborative process has resulted in interesting and unique actions occurring in various school sites in the district.

Another early collaborative byproduct was the agreement by management for release time for union chapter leadership to conduct union business. At one

time, this was seen as a potential threat to administration, that the association would use the time to undermine or plot against administration. The former union President explained that union leadership helped district and school board members realize that,

...our release time for chapter leadership is more like the opportunity to provide ombudsman services, so that a lot of the grief and a lot of the problems and a lot of the issues that administration would maybe end up having to deal with got dealt with by union leadership within the organization of the union itself.

Acknowledgement of this came slowly and gradually. It did, however, finally reach a point where, "... we have in our contract, language which essentially is full release for the chapter President and additional release for other chapter officers as the association deems appropriate and necessary."

The former Assistant Superintendent of the district, who also participated in this study, was able to convince a previous Superintendent years ago to include the union President on his administrative cabinet as is also done in Smithfield County schools. Initially there was lots of skepticism, but the results have been great. He explained, "That person came in and found out that we don't hide things, you know. That here's what the budget really is." The association learned that administration was not hiding anything. The union President became part of every discussion and every detail. He became aware of how issues were being handled, concerns administrators had, as well as future plans for the district. Administrators began to realize that, "All kinds of things that they do have

an interest in all of these things, and if you don't include them in on those discussions, they are going to guess what it is and think that maybe there's a secret agenda." The expansion of communication between the parties helped to further build trust and opportunities for collaboration. The union President is now included in the creation and implementation of many district initiatives and problem solving.

Perhaps the largest and most successful collaborative initiative between labor and management in Green Valley has been that of the Peer Assistance and Review (PAR) Program. Each of the four study participants in Green Valley spoke proudly and at length about this initiative. The PAR Program has been in place for the past eight years and was a deliberate attempt to be collaborative and has become truly a joint association/district project. The current union President stated that the PAR Program, which includes the new teacher induction program, "...is probably the most formal relationship in terms of collaboration that we have."

Peer Assistance and Review programs were passed into law by state statute in 1999, terminating the former mentor teacher program and replacing it with an optional peer assistance and review program. The former union President explained the language of the law that states, "If you take the state money, you have to have a Peer Assistance and Review program that will provide assistance to veteran teachers who have been identified as getting into trouble or being deficient in their instructional practice or unprofessional." The law did not require that anything more be offered.

Inception of the PAR Program at Green Valley was prodded along by this state legislation. Bargaining for the district's PAR Program occurred in the 1999/2000 school year, and was ultimately included in the contract in the 2000/2001 school year. The former union President explained,

...negotiated language which is still in effect, which established our district in accordance with state law, a Peer Assistance and Review plan, which not only provided service for veteran teachers but more importantly and more significantly provided service for almost all new teachers new who came into our school system.

The program provides peer assistance and review service for all teachers new to the district with less than three years of credentialed teaching experience, which included the overwhelming majority of new teachers. The state also provided funding for its implementation, which was used to cover the salaries of consulting teachers on full release, as well as expenses of the PAR office. The PAR Program in Green Valley, though, is significantly stronger than those of many districts in the state and a direct product of collaboration between labor and management.

The former assistant Superintendent explained that initially administration was reticent to relinquish the sole authority to evaluate new teachers. He recalls administrators acknowledging that, "There are some people in our teaching profession who are probably better at pedagogy and understanding the teaching process than we are, because they're more involved in it on a daily basis." Initially there was some experimentation with teachers conducting staff

development. Upon seeing that great job that teachers did with staff development, teachers conducting reviews of their peers were also piloted.

The process has been an eye-opening one for both parties. Teachers began to see things happening in their peers' classroom that they did not know were occurring. Administrators began to realize that teachers could observe and give immediate, accurate and honest feedback to other teachers. "Because the teachers were involved in it, there was none of the rancor that you would traditionally have in dismissal processes, non re-election processes, or in counseling processes about areas of weak performance."

Typically an administrator would only observe a teacher a few times per year. They do not have the time to do thorough weekly or bi-weekly observations with informative feedback. Many also lack the strong instructional skills that these top teachers have. The current Assistant Superintendent explains that, "...our consulting teachers are such strong, skilled and trained instructional leaders that the support our new teachers are getting is 100 percent more than they ever would have been able to get before." The program has resulted in a lower turnover of teachers, lower attrition of new teachers leaving the profession shortly after entering. Teachers are receiving extensive support in their first year, and additional support in the subsequent two years of the state's credentialing program, that they are receiving three years of strong mentoring.

The program at Green Valley was modeled after those in Poway and Toledo. The district has full-time teachers that the district supports on release from normal teaching duties. Those teachers selected to be consulting teachers

are exceptional teachers pulled from the classroom for two to five years, who work intensively with new teachers or any teacher with less than three years teaching experience. The consulting teachers present their work to the PAR Panel. These teachers also do evaluations of the new teachers they work with, in conjunction with the principals at the sites. The current Assistant Superintendent stated,

I would say in all the years we've been doing it, we've never gotten to the point where the principal and the consulting teacher had a huge disagreement, because there's collaboration along the way on the progress of the teacher between the consulting teacher and the administration.

The other participants in Green Valley all believe that the results are incredibly more effective.

The PAR Panel here consists of seven members; four teachers and three administrators. The chair of the panel alternates each year between an individual from the association and an administrator. Virtually all new teachers to the district with less than three years of teaching experience are placed into the program and evaluated by the panel. The panel ultimately makes recommendations to the school board on whether employment for these new teachers in the district should be continued or terminated. Veteran teachers who either volunteer or receive an unsatisfactory rating are also included in the PAR Program. The PAR panel also makes recommendations to the board as well on whether or not to pursue dismissal of veteran teachers in the program.

The goal of the panel has always been for consensus among the members of the panel in its decision making process. The former Assistant Superintendent recalls that in the eight years the program has been in existence, “Not once did we ever get to a point where we had to take a vote and it came out 4 to 3, not once. It was always unanimous.” This point was reiterated by every study participant at Green Valley. There has always been unanimous consensus among the panel on agreeing to an approach, directions to consulting teachers, or recommendations to the school board on the continuation or termination of teacher’s employment.

The PAR Program has also helped the district deal with the significant growth that has occurred since the mid 1990’s. Since then, student population and staff have doubled, as well as the creation of two new high schools, two new junior high schools and some middle colleges. With the influx of new teachers, the PAR Program has helped the district “...provide some sort of normalcy for new teachers,” explained the current union President. The quality of teaching has also improved. Teachers understand that their peers are constantly watching; it is not as easy to hide as it was when an administrator was only coming to observe a few times over the course of the entire school year. Consulting teachers see what is occurring in the new teachers’ classroom, and the union President is made aware more quickly of problems that may be occurring. While some teachers fear PAR, the reality is that they have gotten significantly more support than they would have with a traditional administrator-centered evaluation

process. She further asserts that, “We don’t let go many teachers and the ones we do probably shouldn’t be in the profession anyways.”

All of the participants spoke of the great support the program has received from the district’s school board. The commitment to PAR is so strong that when the state cut funding to district and the district needed to cut ten percent (10%) from its budget, cuts to the PAR program were not even considered. The PAR program has since expanded to include the induction program for new teachers, as well as oversight of the state process for teacher credentialing.

Both the current Assistant Superintendent and union President spoke of the interest the teachers’ union and administration have in moving toward a collaboratively model for professional learning communities over the next few years. Both also explained that the parties are exploring alternative salary structures, seeking to change the current salary structure to incorporate a performance pay aspect. There is agreement on both sides to continue to study this type of salary structure. The parties share common ground on many aspects of it. Funding, though, is going to be very problematic. This type of program is an expensive proposition that requires time, resources and money. In order for the program to come to fruition, the district will need a source of revenue for it to be successful. While this topic is often contentious and controversial, both sides are philosophically in agreement to further investigate the merits and potential of it.

Both the administration and the union are interested in pursuing this initiative, as they believe that this program could have a long-term significant impact on improving the profession of teaching and student learning. The current

Assistant Superintendent said that, “We have common ground on every area, except for the assessment piece.” The parties have already agreed on restructuring the current schedule, rolling stipends into the salary schedule, offering extra pay for a Master’s degree or a credential in an area of identified need, and to find a path for lead teachers to earn a salary compatible with that of administrators, but remain a teacher. Their conundrum is that they have no existing testing mechanism that they can use, and all agree that the teachers are already testing frequently as is. She did say that administration believes that there must be an assessment piece, to demonstrate to the community that the program is actually working. “We’ve got to be able to show evidence that this teacher made a difference, and prove it.”

She states that the goal of the program is, “...to create a kind of parallel career path for teachers, so they could move up; they could make more money, and still stay involved with students.” In this, these lead teachers would serve in a leadership quasi-administrative capacity, and earn a salary compatible with that of their administrative counterparts. A system such as this would allow excellent teachers to remain in the classroom, and receive appropriate recognition and compensation without considering a career in administration as the only path to attain that goal. A similar type program is already in existence in the New Salem City School District.

Collaborative work in the Green Valley Secondary School District has been occurring for so long that it is often taken for granted. Teachers and the association leadership are included on many decisions, such as the new

textbook selection process, the selection of a new attendance or grading system, curriculum development and review, special education issues, etc. Administrators and teachers alike have commented that no 'we/they' culture exists in Green Valley. The community has also seen the Superintendent and association leadership defending each other and the quality and professionalism of the entire staff when there was public outcry over the gross misconduct of a few teachers. Collaboration between labor and management is engrained in the culture of Green Valley. Their collaborative work has become a model for other districts locally, particular neighboring school systems and the four elementary districts that feed Green Valley Secondary schools. Collaborative successes in Green Valley have also attracted the attention of other districts in the state and across the country.

Oakdale Regional School District

Collaboration in the Oakdale Regional School District has been quite extensive, culminating in many committees and contract language articles. Initial attempts to be collaborative were proposed primarily by the union at the bargaining table, though were largely unsuccessful. The current union Executive Vice President recalls,

... [early attempts at collaboration] wasn't initially well received, because it was only done at the negotiations table. Collaborative work wasn't done anywhere else. But I think what we've been able

to do is try to start these collaborative efforts in other venues, and it's led up to the negotiations table. Now it goes back and forth. The collaborative successes the parties had away from bargaining eventually led back to the bargaining table.

The first success with collaboration in Oakdale occurred with the joint creation of a mentor program, which emerged from the work of two district committees, Sustaining Quality Teachers and Living Contract. A committee was formed with some appointed by the school district, others by the teachers unions, and some from the local university. Collaboratively, the committee devised a pilot mentor plan for the school district. The proposal plan was presented to the negotiations team, and ultimately negotiated into contractual language. Early collaborative work also resulted in the formation of site-based councils.

Supporting Quality Teachers, referred to by the study participants as SQT, is another continuously active collaborative structure. This committee specifically studies issues that directly relate to teachers. Collaborative action in this committee is evidenced by the governance panel, that is the policy making body of this program. It is comprised of an equal number of individuals from each of the three groups involved in the committee: administration, teachers' union, local university faculty. Policy decisions from this governance panel arise from a consensus process.

The committee meets monthly and sets policies for the program. There is a program coordinator, and also includes hundreds of mentor teachers. The committee implements and oversees many initiatives, such as the New Teacher

Orientation which is co-sponsored and co-funded jointly by the district and the teachers' union.

The Executive Vice President of the union explained that, "This committee tends to focus on one particular initiative at a time." Not all work is done by the coordinator. Depending on the issue, sometimes decisions are made by the governance panel. On more complex issues, additional committees may be formed, with equal representation and participation from each of the three participating groups. She explained that recently SQT "...has been working on a Peer Intervention model."

One collaborative committee, in particular, that had functioned for quite some time in Oakdale Regional was the Joint Restructuring Leadership Team (JRLT). This committee was comprised of the top leadership of the teachers' union and members of the district's central administration. Over the years, the committee worked collaboratively on many issues. Additionally, top leadership from the union and the administration had some success with Interest-Based Bargaining. The current union President states, though, "...depending upon who was bargaining and how good our training was, and who the Superintendent was, I would say we did it well, and we did it badly, and we did it somewhere in between." This committee functioned during the tenure of a previous Superintendent, before the turbulence the district experienced about a decade ago.

Perhaps the largest and most important collaborative structure present in Oakdale Regional School District is that of Living Contract. While continuous

collaborative dialogue with the intent to resolve or avert issues as they arise is occurring in all districts in this study and others across the country, the concept of Living Contract expands this further by acknowledging that contract negotiations should not be for a static period of time, but rather ongoing. Living Contract creates a structure by which the parties informally negotiate on a continuous basis. The parties meet often and problem-solve resulting in byproducts that naturally lead to something that can be negotiated when formal bargaining occurs.

As mentioned, highly contentious and public fighting between administration and the teachers' union had previously occurred in Oakdale Regional. Leaders learned of this new concept that was being utilized in other districts around the country, particularly Hammond, IN and Rochester, NY. The parties, with the support of the district school board members, signed a formal agreement to create a Living Contract structure, which is now the preamble of their negotiated agreement. Frequent communication eventually led to the parties learning to co-create solutions to problems and new initiatives together.

Living contract in Oakdale Regional meets bi-weekly. Committee members discuss real issues that lead to negotiations. Frequently, the discussions and work that occurs in Living Contract leads to the establishment of additional sub-committees and task forces to further research and explore the issue brought up in Living Contract. The current Chief Academic Officer for the district stated that, "If one side brings up an issue, then we're going to talk about it. Neither side is going to say, we are not talking about that. If it's an issue, it's an

issue.” There is a concerted willingness on the part of both parties to want to help resolve issues and concerns brought up by the other party, even when it is not necessarily an issue for them.

Recently discussions in Living Contract have focused on a number of topics. There have been discussions on the quantity of testing that is occurring in early childhood classroom. There is a belief shared by many in the district that early-childhood education should encompass a full well-rounded education that includes more reading, art and playtime. This discuss has been ongoing for quite some time, because it takes time to uncover what research says, identify what a quality early-childhood education program should look like, and determine what testing is appropriate. The Chief Academic Officer confirmed that discussion on this particular subject has occurred during the last four meetings of this committee. She said, “What typically happens [after discussions on an issue] is each side goes back to the drawing board to look up some research on something, and get some questions answered [prior to the next meeting].” These conversations go back and forth, often for quite some time until the parties feel that they are fully informed and can reach consensus on how to proceed. There have also been similar discussions on what a standardized curriculum should look like, as well as the extent to which creativity is curbed.

Emerging from these formal collaborative structures are many other collaborative committees formed to seek solutions to and address identified needs in the district. These sub-committees and task forces always contain equal representation from administration and the union. Currently, compensation

reform and the funding of a strong compensation system are being explored. There has been much talk about incentive/differential pay. The Chief Academic Officer explained that, “We have to build a philosophy around that first. So we would do more research, and we come back with some research that we both found on it and have that discussion.” As the parties attempt to build a philosophy around the issue, they are using research to inform their discussions and decision making process. Recently, the parties have decided not to pursue incentive pay at this time. Adequate, valid research that documents that it increases student achievement is not yet available. The parties have agreed, though, “...to look more seriously at giving incentives to teachers who are teaching in high poverty schools [in the district].”

Another sub-committee, though, is studying teacher compensation in the district and how it does not match well with the new state tiered system. Committee members are exploring new ways to compensate teachers for seniority. The Chief Academic Officer explained that the goal is to “...get some agreement around what it should look like before we go to negotiations.” The committee will ultimately make joint recommendations to negotiations before the next round of formal bargaining.

Collaborative work is also occurring in the area of teacher professional development. Previously, individual school sites decided on their own professional development. Recently acquired research, though, states that professional development is more focused when directly related to district goals. As with the work done in all of the joint committees in Oakdale Regional, there is

a concerted effort to utilize updated, valid research to inform the committee and drive the decision making process.

The work that occurs in these committees is often passed onto the negotiations teams who ultimately incorporate the new collaborative initiative into the negotiated agreement. Oakdale Regional has many of these formal collaborative structures that have been incorporated into the teachers' contract. The parties are collaborating and co-creating continuously through committees and joint task forces. This joint work results in joint recommendations to the bargaining teams, who incorporate it into the formal agreement during the formal collective bargaining process that occurs each spring. The collaborative work that occurs in these committees and task forces runs fluidly between the working committees to formal negotiations. The district's Chief Academic Officer commented that, "Before the district started having information discussions and committee work prior to bargaining, negotiations were taking a long time. Now they get done more quickly and less painfully."

When collaborative initiatives and joint decisions are presented to the teaching staff of the district or community, they are presented jointly by the administration and the union. The parties believe that it is important that others know that the work done was a joint effort, and that both entities are saying the same thing. The union President further stated that, "when we put stuff out, we're able to put it out under both logos, the district logo and the union logo." The message they want everyone to receive is that both parties are stating the same thing and equally support it.

Like that of their counterparts in Smithfield County and Green Valley Secondary School District, the collaborative work that is occurring in Oakdale Regional is well-known among collaborative educational circles. The leaders in Oakdale Regional work closely with educational and union leaders in Rochester, where much of the collaborative work between teacher unions and school districts has been centered, as well as other regions of the country. The collaborative structures that have been established in Oakdale Regional have solidified a framework for collaboration to continue in the future, despite inevitable changes of top positions in district administration and the union leadership.

New Salem City School District

Many of the collaborative structures discussed at the other three study sites can also be found in the New Salem City School District. Like their counterparts in the Green Valley and Oakdale Regional School Districts, leaders in New Salem City have established collaborative site-based decision making councils. Here, the site-level committee is called the Local School Decision Making Committee, which is governed by the local Instructional Leadership Team. Additionally, the New Salem City School District has a form of Peer Assistance and Review (PAR), as is present in Green Valley and Oakdale Regional.

Likewise, the well-documented collaborative relations between the New Salem City district administration and top leaders of the teachers' union has

resulted in the award of significant grant monies to the district. As with the Smithfield County School District, New Salem City School District has also received tens of millions of dollars in grant money. Like Smithfield County, much of the monies have been earmarked for initiatives that will improve key, identified facets of student performance. In New Salem City, though, a portion of the funds received is being appropriated for the strengthening of the collaborative relationship that has been formed between management and labor leaders.

As with all of the other study sites, administrative and union leaders in New Salem City have forged a mutually respectful, collaborative relationship that has spawned numerous collaborative structures. The President of the teachers' union stated that previous district and union leaders "...came up with a number of unique solutions to problems inside the district, and unique structures for dealing with problems inside the district, which ultimately became the basis for any collaborative structure that we've had since then." These structures, which mostly come in the form of committees, are utilized to address concerns that both or either party may have, address various needs of the teaching staff and the student population, and research and implement new and creative initiatives that have the potential to significantly improve student academic performance and achievement.

The most notable difference, though, between New Salem City and the other study sites is the quantity of collaborative structures that have been forged. New Salem City labor and management leaders have established a plethora of collaborative initiatives that address a wide range of needs within the district.

Current union President, and study participant, has stated that, "...there's been some great innovation, and I think the ground work for that innovation was the collaborative relationship between the union and the district that was forged back in the late '80s." While there have been challenges to collaboration in New Salem City, the longevity of their collaborative relationship is the root of so many collaborative byproducts.

The collaborative structures that are presented in this section are not necessarily in the order of their emergence in New Salem City, but rather in the order that the participants have shared them with the researcher. It seems apparent to the researcher that the first few committees outlined here are the larger, more formally established collaborative structures in the district. Subsequent collaborative work presented here seems to be additional collaborative committee work or that which has emerged as subcommittees from these larger structures. Each study participant eagerly shared great detail on these collaborative structures. As with the participants at each of the other study sites, pride of their accomplishments is evident.

Early collaborative work in the New Salem City School District resulted in the formation of joint management-labor committees. Two main committees, the Educational Initiatives Panel and the Redesign Committee, emerged from these early collaborative efforts and are jointly chaired by both the district Superintendent and the President of the teachers' union. The union President stated that, "They [these two specific committees] are equally staffed by management and union representatives." The Educational Initiatives Panel

“...deals with new innovation, while the Redesign Committee addresses “how to deal with troubled schools, or schools that were struggling.”

Many initiatives have emerged from the work of the Educational Initiatives Panel, including the district’s teacher advancement program. The Professional Issues Representative for the union estimates that there are about twenty (20) joint labor-management committees currently functioning in the district. “Many of them are spoken to in the contract, and some of them aren’t.” Each of the study participants from New Salem City has explicitly stated that all of these joint committees are equally staffed with representatives from the union and the administration. The district’s Teacher Program Manager stated that, “Decisions [in the district] are rarely made in isolation of the union.” She also states that, “We really try to reach consensus [on decisions]. And sometimes it’s just a factor of time we don’t, and sometimes it’s clear we’re not going to reach consensus, and that’s okay.” In those cases where voting is necessary, the decision is made via typical majority rule, though “It’s not typical that it falls down the line of administrators versus teachers.”

The work and approval of the Educational Initiatives Panel has also led to a broad array of innovative high schools in the district. The union President believes that, “...we have some of the widest offerings of school choice inside our school system, above almost any urban district in America.” The district has the first public Montessori elementary and high schools in the country, resulting in a full blown Montessori program in the district. The district has an academy of world languages, a multi-lingual emersion academy, and a German bi-lingual

school. The district has also established a college preparatory school that rivals the best prep schools in the nation. He states that, "It's rated thirty-sixth (36th) in the nation. It's the highest achieving high school in [the state]." The district has a school for creative and performing arts that rivals, in stature, its counterpart in New York City. Some nationally-recognized actors, actresses and musicians have come from this school. There are also a number of career technical schools in the district. The district was also able to take advantage of the Gates Foundation Small High School Initiative and create some successful small high schools with the support of the Gates Foundation. "In fact, one of the things we discovered is that we were one of the few school systems in America that reported successes back to Gates, based on what happened in these small high schools." Current union President attributes these great innovations to the collaborative spirit that was forged by leaders two decades ago. "They developed a mechanism for creativity and a mechanism for change that you just don't get when you've got a very autocratic top down pyramid structure."

While not necessarily a formal standing committee in Smithfield County public schools, the work that is done in the Redesign Committee in New Salem City is similar in that of Smithfield County in that it seeks to address inadequate student performance and staffing issues, which sometimes includes reconstitution of the teaching staff of a particular school. The Redesign Committee in New Salem City deals with school and school improvement under No Child Left Behind, years four and beyond. The Professional Issues Representative for the union explained that,

They actually become the governing body of those school buildings and have the ability to change daily schedules, affect the staffing ability in terms of when staffing takes place, not just anytime during the school year, but in line with the regular staffing of the contract, determine what programs and instructional practices should be implemented there, and if they need additional resources that the district has the ability to offer.

The current Interim Superintendent, and study participant, believes that work in this committee has resulted in some particularly creative, collaborative byproducts. She explained that recent subcommittee work has been focusing on, "...what the school year, the day should look like, how the schedule works, and when they have team planning time."

Recently, the committee voted to completely redesign three schools in the district, in which all staff will be removed and can choose to reapply, and each school will start over with a newly formed staff. The principal for each school will be hired by a joint committee that will include teachers appointed by the union, as well as top district administrators. The decision was collaborative and supported by members of both parties. The Interim Superintendent also believes that tough decisions, such as these, are more readily accepted with less animosity, "...because it's not just the administration doing it. It's a joint group that looked at your trends downward over multiple years. It's kind of hard to argue with that, when you hear both sides saying that." She does acknowledge, though, "They

[the union leaders] take a lot of the heat, and in some ways, I think, well I should take the heat for those kinds of things.”

Another collaborative structure utilized by the district is the Alternative Grievance Panel (AGP). This panel provides an alternative process for settling differences between teachers and the teachers’ union with the district administration. The union President described it as, “...a way to short-circuit the process of settling differences that ultimately end up in an arbitrator’s hands.” Essentially, what the union has done is agree to surrender some of the grievance process to this joint committee for resolution. Decisions of the panel on grievances brought before it are binding. He asserts this as, “a major step toward trying to come up with some collaborative structures to deal with problems.” Use of this mode of conflict resolution has also resulted in a more cost effective manner for the handling of contentious issues.

Collaborative work between labor and management has resulted in an innovated Lead Teacher Program, similar to that which is currently being explored in the Green Valley Secondary School District. The program in New Salem City was a collaborative product created in the 1990’s, designed to retain excellent teachers in teaching, instead of them moving into administrative positions. Currently, there are approximately twelve to fifteen percent (12-15%), which constitutes between 300 and 400 teachers, of the district’s total teaching staff who are lead teachers in the Lead Teacher Program. The teachers selected for the program “...have proven themselves through the teacher evaluation system and then an application process that stand above their peers in terms of

their leadership and their ability of teaching.” The union President also said that the program “...allows teacher leadership to have more of a control inside the building in how it’s run, and build a more collaborative relationship with their principals.” Many of these teachers are also Nationally Board Certified.

As mentioned, the district has established a Peer Assistance and Review (PAR) Program that works with new teachers, as well as those experienced teachers who have been identified as having deficiencies in their performance. The district’s PAR Program has been in existence since 2000. Administrators do play a role, but not a large as that of the peer evaluators. The program has eighteen (18) full time teachers on release, who do nothing but evaluate and work with other teachers. Approximately twenty percent (20%) of the teaching staff receives a comprehensive evaluation each year. Over the course of five consecutive years, virtually the entire teaching staff will receive a comprehensive evaluation regardless of tenure.

The Peer Review Panel is a component of the PAR Program and oversees the consulting teachers who work with new hires and on interventions with veteran teachers who are exhibiting serious deficiencies, and who can be recommended for non-renewal or termination for failure to demonstrate adequate improvement. The panel consists of five teachers and five administrators. It is co-facilitated by the district’s Teacher Program Manager and the association’s Professional Issues Representative, both of whom participated in this study.

This very collaborative committee meets monthly to discuss the progress of those in the PAR Program. Teachers who are put on improvement plans are

worked with and monitored the entire school year. Participants on the panel assume the responsibility for ensuring the highest quality teaching staff for students of the district, as they ultimately determine whether to terminate or non-renew a marginal teacher. The district's Teacher Program Manager explained that presentations on the progress of those in the program are made at the March meeting, followed by the panel voting determining if each will be terminated or non-renewed, or if they are to be released from the program as a regular teacher. She states that, "None of the people there will be surprised because we work with them individually, and then every month when the panel meets, we're reporting out on cases that are problematic." This process is in adherence with the negotiated timeline of the contract. A great deal of trust exists in this very confidential committee, that the confidentiality of conversations that occur here will not be breached. Decisions reached by this panel are done by confidential blind vote, and by majority rule, though consensus is often reached.

Other collaborative work is resulting in the emergence of a unique type of high school, one that is focused on science, technology, engineering and math programs. New Salem City union President describes the formation of this school as

...a deep collaboration with the university, the teachers' union, the school district, and the P16 council, which was comprised of community leaders from the United Way to corporate leaders to the philanthropic community, to all the university Presidents and all the

school Superintendents in the region, at least the three major school systems in the region.

The university education and engineering faculty are also offering their expertise to the project.

Grant money has been secured and plans for the school are underway. Four teachers are currently on release to work on designing this school, writing curriculum, recruiting a ninth grade class of students, and the hiring of the teaching staff for the school. “So here we have a situation where the teachers are also involved in hiring the principals, which establishes a different relationship of power in the building of a more horizontal rather than vertical relationship.” A significant point was made by the teacher’s union President, “...the more you share power and authority, the more power and authority you get back.” This is an excellent illustration that unique, non-traditional types of leaderships and school structures can actually work and thrive.

There are also many other collaborative structures present in New Salem City schools. Curriculum Councils are subject based councils where discussions about curriculum and textbook adoption occur. These councils are primarily led by teachers, with a lead teacher serving as chair of the council. Each council also has a steering committee that reports to the district Deputy Superintendent. The union President asserted, “The fact that we have the structure for teachers in a curriculum area to make decisions about it and have a dialogue with the Deputy Superintendent on setting curriculum standards and solving curriculum issues is

really significant.” It is collaboration that encourages grassroots solutions to various types of concerns.

At each school site in the district an Instructional Leadership Team (ILT) is employed as the governing body for that school. The team consists of the building principal, assistant principal(s), and teacher leadership. The members make decisions about teaching assignments, class size, budget and any other building-level relevant topics, using the contract as a guide for their decisions. Used in conjunction with the ILT, the Local School Decision Making Committee (LSDMC) is another collaborative committee comprised of the principal, three teacher representatives, three representatives from the staff, three representatives from the community, and three parent representatives. The LSDMC serves as the final sign-off on all decisions made by the ILT.

The hiring of teachers in a building is done with a joint committee of teachers from the department in which the new teacher will work. The collective bargaining agreement details the make-up of the committee. Members of the committee will make recommendations for hiring, though administration has the final determination on who is hired. Principals do understand, though, that if they disregard the recommendation of the committee, they need to have solid reasons for doing so, since the teachers on the hiring committee are the ones who will directly work with the new hire. The district’s Teacher Program Manager says,

...that we all interview together and we jointly come up with ultimately the recommendation to me. So I ultimately make the decision, but I don’t want to do that in isolation. I want to do that

having heard all the evidence, and then having that important discussion that we have afterwards with everyone that's on the committee and talking through the decision.

When all participate in a process as thorough as this, there is often consensus on the decision to hire a particular applicant making the need for an administrative decision moot.

Administrative and union leaders in the New Salem City School District have also worked collaboratively on issues related to teacher professional development. The Professional Development Committee was, at one time, primarily run by teachers. One of their functions was to approve teacher requests for the funding of professional development from the district's Professional Development Fund, in which the district allocates \$175,000 for professional development during the school year and an additional \$150,000 for summer extended travel. Administrative involvement became somewhat contentious, because some teachers felt that administrators were invading their territory despite the fact that the collective bargaining agreement established the right of administrators to be involved. The district's Teacher Program Manager recalls, "They thought we were trying to take power away. But when they realized that what we wanted was to make sure that there was equal access to funding, and that there was a process being followed that was equitable, they were fine." It took some time to build rapport and trust, but ultimately the parties learned to trust each other and work more collaboratively on professional development issues.

In additional to grant funds already mentioned, received from the Gates Foundation, the administration and teachers' union has been selected to receive a \$20 million dollar grant from the foundation of an internationally-known corporation, the name of which is also being kept confidential, as well as work with representatives from this corporate foundation to attain the specified goals of the grant. The grant allocates \$4 million per year for each of five years to the district, as well as the same for four other schools districts located in other areas of the country. The initial thrust of the grant was for support of math and science instruction for the district's students. The district's Teacher Program Manager explained, though, that, "The kinds of training that it has allowed the district to be involved with, the learning teams training, has taught people the kind of skills that can be carried across disciplines."

Last year, some of the emphasis has shifted focus toward building and strengthening the district collaborative culture. The Steering Committee that has been established is working with the district and union to help advance the district's collaborative culture and vision. Training on building a collaborative culture together within the district has begun and involves both teachers and administrators. To help with this process, the foundation takes an equal number of labor and management representatives on a retreat to Florida each summer to work on joint problem solving issues together. A large topic of discussion at last year's retreat was, "How do you create collaboration? What does it look like? What should it look like? How do we create more of it in the district?" The district's Teacher Program Manager further explained that the training was not to

give teachers and administrators directions on how to be collaborative, but rather focused on making sure "...that this was not a hierarchal initiative, but that it was for everyone and was built by everyone."

The union President explained that the corporation that sponsors the foundation has found in its own operations that the more they get ownership and buy-in from their employee groups, the stronger and more efficient the company has become. He further elaborated that, "They're [the company] going through a very serious restructuring themselves on trying to create a collaborative culture inside [the company]. So they're taking some of their knowledge and sharing it with us about how you do that." The individuals the company sent to work with the district have offered great support in the attainment of these goals. The union's Professional Issues Representative stated that, "...his [the consultant from the corporate foundation] expertise just in building collaborative cultures kind of behind the scenes and working with school districts and union to work together, I think is the strongest aspect." Interestingly, all of the participating school entities selected by the foundation are public school systems. The company and its foundation have made a strong commitment to strengthening public education in our country.

The foundation will also be securing and paying for collaborative training for the parties in preparation for applying the Interest-Based Bargaining approach to its upcoming round of collective bargaining. It has been a number of years since IBB training has occurred in New Salem City. The union President explains that with many changes in district administration and in union leadership over the

years, "...most members of management and most members of the labor side have not had that interest-based bargaining training because it was so long ago that it occurred." Additionally, foundation representatives have also helped in the development of some leadership courses for administrators, principals, assistance principals and lead teachers, with a focus on building sustainable leadership pathways that will structurally flourish after the grant has ended.

It is important to note that while the participants are very optimistic about the prospects that the grant and support from the corporation will result in improved student math and science academic performance, as well as a significant strengthening of the collaborative culture that was already present between labor and management, they are cautious that this grant be the sole impetus for attainment of these significant goals. The Interim Superintendent commented on the lack of adequate follow-up meetings on the work on community collaboration done at the retreat. She says that, "It's been six months [since the parties had gone to Florida for the retreat] and we just haven't gotten that right, because we were unable to collaborate around what to collaborate on." The union President also cautions that, "The jury's still out, as to whether it's [the efforts of the corporate foundation] going to work or not."

As evidenced by the plethora of collaboration action documented here, as well as statement by both management and labor leaders, decisions in the New Salem City School District are rarely made in isolation of the teachers unions. The use of collaborative committees with membership from both the administration and the union are most often employed to inform the decision

making process. Decisions made in these committees are ultimately made by majority rule, though the goal of consensus is often achieved. When a vote is necessary, voting rarely falls down the line of administrators versus teachers, reflecting the fact that individuals are voting on issues and not on allegiances. In some committees the Professional Development Committee, for one, the collective bargaining agreement states that teachers must be in the majority on decisions made. In cases where there is a tie, the decision will go to the teachers' union, reiterating the value the district administration places on its teaching staff and union. The district's Teacher Program Manager further stated, "I'm not required to ask [the union Professional Issues Representative] a lot of the questions I ask her, but it behooves me to do so because I don't want to make a decision that is counter-productive." In not asserting her authority and working collaboratively with her union counterparts, she is averting potential public relations and perception issues on behalf of administration and moving the parties forward with their goals.

The commitment to collaboration has expanded beyond the relationship between district administration and teacher union leadership. The school board is beginning to collectively recognize the benefit to the district and its students when the administration and teachers' union work collaboratively. In its current search for a new Superintendent, the Superintendent Selection Committee, which is comprised of community members and representatives of various other constituent groups including the current union President, has explicitly set one of the criteria in its selection process as "...the willingness to collaborate with the

community and with the employees on governance, and as many other issues as possible, to establish a collaborative culture in the district,” as stated by the union President. The willingness to collaborate was also one of the selection criteria for the recent appointment of the new Superintendent in the Oakdale Regional School District who, as mentioned, also participated in this study.

Leaders in New Salem City schools have also formed collaborative relations with other community and corporate organizations, who wrap themselves around schools and provide services to students and schools. The district has partnerships with the Union League, NAACP, United Way, the local subsidiary of Bell telephone, and other large corporations headquartered or who have a major presence in the area, as well as the regional Catholic Archdiocese. These partnerships provide donations of money, the time for leaders to meet and collaborate, and the time for employees to come into the school to provide services. The union President explained, “...we all sit at the table together to talk about problem solving, and to talk about how we can be of support to education and urban education.” The district is also working with other large school districts across the state to see what they can do to support each other, including researching the feasibility of bulk purchasing for multiple districts, student exchanges, and building a sense of community among districts.

Given the extent of collaboration that is occurring in New Salem City, as well as the other three school systems participating in this study, it is realistic to surmise that collaborative behavior is strongly engrained in the cultures of each of these school districts. Undoubtedly, participants at each of the study sites

could list more joint collaborative work that has or is currently occurring in their school systems. Some of the smaller collaborative initiatives have likely become overshadowed by the larger and more impressive collaborative work presented here, with even greater collaborative work unquestionably on the horizon in each district. Whether the collaborative work emerged from formal structures or through informal discussions of key constituents, the collaborative work that has occurred in each of the four study sites is remarkable and provides a significantly strong model for what could be occurring in every school district in the nation.

Collaboration and the Collective Bargaining Process

Among all study participants at each of the study sites, there seems to be a general consensus that collaboration is an important component of a successful collective bargaining process. A willingness to consider the needs and concerns of the opposing party, a mutual focus on common interests, acknowledgement of realistic requests and availability of funds, trust and civility, and a commitment for the best interests of the students served all converges at the bargaining table. The current union President in Smithfield County stated that with collaborative bargaining the participants start the process with, "...shared interests, shared vision." While not aligned with the philosophies of traditional bargaining, topics of salary, benefits, working conditions, tax levies and student performance are a shared interest. As the parties work collaboratively to address all of their concerns, they work to maximize the gains to both parties.

The current Uniserv Rep for Smithfield County succinctly describes adversarial bargaining as "...about power, and who can exert the most power at any one time over the other party." Many liken adversarial bargaining to a zero-sum theoretical approach, in which each party's gains and losses are exactly balanced by that of the opposing party resulting in a zero sum total gain. Traditional adversarial bargaining is also often equated to dividing up a pie among those interested in receiving some gain or benefit. Others will refer to this type of bargaining as simply, "win some, lose some". One must relinquish something they have in order to acquire something they want. The Uniserv Rep further asserts that, "Teachers never really had power. So we have to do things that make us look like we do have power." Informational pickets, editorials, newsletter and strikes, in states that permit them, all give the appearance of control when, in fact, "It's just how willing we are to be ugly."

All of the participants in this study acknowledge the need to collaborate. Their successes at and away from the bargaining table is evidence of their belief in the inherent value of collaboration, as well as their commitment to do so with the opposing party in their school district for the benefit of their students. Much of our discussions during the interview process focused on the Interest-Based Bargaining (IBB) model for collective bargaining. IBB, as it is often called, is a detailed process by which all participants focus on interests and collaboratively work to devise creative solutions that will address the interests of both parties. As the former Uniserv Rep for Smithfield County explained, "...when you have two

sides in a room that can address an issue honestly and fairly, real meaningful change can occur, and we began to develop lots of trust, too, on both sides.”

With IBB, the issues of the other party are now your issues, too. She further explains that the framing of the interests greatly affects how they are perceived by both parties. “You have to state the issue in a way that’s what’s good for children.” Salary issues, for example, are not necessarily a concern of only labor. When framed as such, salary and its affect on attracting the most qualified teaching applicants is good for students, particularly in difficult to staff schools or for high risk students, and this is a concern for the district leadership, too. The framing of issues changes the perceptions of how all of the parties consider the issues raised. Likewise, the availability of limited funds, as well as public support for additional tax levies, is not only a concern of management but that of labor, too. If an issue was clearly not good for students, then it was dropped.

There is sometimes a misconception of what IBB actually is. In each of the study sites in this case study, IBB was understood as a detailed process by which the parties form a binding agreement, and more than just a theoretical approach to bargaining. IBB should not be confused with the broader, more ambiguous term of “collaborative bargaining” in which the parties collaboratively work in any way they see fit to resolve issues and maximize use of limited funds. At each of the study sites here, formal training for IBB occurred with most of the participants partaking in the training at one time or another.

The retired Uniserv Representative who served the Smithfield County Teachers' Association from the state education association outlined a typical Interest-Based Bargaining process:

We're all mixed up in a room around a U-shaped table, and we're approaching issues from a very precise format. At first, you have to agree on both sides that there's an issue. And then you tell a story, and everybody tells the whole background. You write this out on chart paper, just what the story is behind the issue. Then you have to say what your interests are about this issue. And then you have to come up with your options about this issue. And then you come up with this scale where you decide that it's plausible that you a rubric of standards that you place these options against.

This approach is very different from traditional adversarial bargaining, because it forces each party to look at the needs and concerns of the other party.

It is important to note that the researcher has not received any formal training in an IBB process or had any direct experience with or direct observation of IBB in action. While the process is precise, the researcher assumes that there will be some deviations in how it is administered. IBB in other districts may not necessarily follow this process in exactly the same manner as described here, but the process used will be very similar and contain much of the same philosophies and procedures.

As mentioned, use of an Interest-based process has occurred at each of the four study sites. While generally positive for all, their experience with IBB was

not necessarily consistent. The IBB process employed at the Smithfield County and Green Valley Secondary School Districts appears to have been very positive, and continues to be employed. In Smithfield County, the feelings of the participants toward IBB were particularly strong. The former Uniserv Rep stated that, "IBB is great for bargaining, but the process can also be applied to solve other problems." The current union President concurred, "It's a fabulous process for solving problems. I call it problem solving at its very best." All reiterated their belief that IBB had profoundly improved relations between labor and management in Smithfield County, as well as resolved some serious and persistent concerns in their district.

Likewise that of Smithfield County, most of the study participants at Green Valley had a positive opinion of the IBB process, their experience with it, and the potential for it. The union President in Green Valley said, "The goal is to maintain the relationship that we know we're better working together than working apart." Study participants in Green Valley also cited examples of how the IBB process was applied to situations that arose away from the bargaining table. The current district Assistant Superintendent explained how the district and the union collaboratively uncovered a way to save money for the district.

We were spending a lot of money on our Home Study Program. We discovered, looking at the data, we had some teachers making more money than administrators, because they were doing so many home studies...many more than they really could even physically do in a week, they were assigned.

Together they devised a plan to better control home study assignments, monitor who was involved and how much was being done.

It is important to note, however, that the former union President in Green Valley stated that he believes that the parties here do not technically engage in IBB as a strict, formalized process. He stated, "...meaning we have never gone through the training that led us to officially commence that process." He further explained that he believes they essentially bargain in a way, "...that our traditional bargaining is so open and collaborative that it gives us and others the impression that we are dutifully following the Interest-Based Bargaining model and format." The other study participants in Green Valley, though, more viewed their collective bargaining process as a form of IBB, and referred to it as such. They made no distinction between their form of collaborative bargaining and the formal IBB model that those in the other study sites had been trained to use.

Most of the study participants in New Salem City and Oakdale Regional School Districts have a positive opinion of IBB and have had some success with it. Their successes, though, have not been as consistent as those of their counterparts in Smithfield County and Green Valley. The union President in Oakdale Regional explained that the former union President expressed interest in changing to an interest-based model for bargaining, and the Superintendent agreed. Formal training was obtained from the Federal Mediation and Conciliation Service (FMCS). She said the process "...started to lack integrity. As people changed, the process became diluted." The parties were eventually

retrained, though training has been inconsistent and has resulted in them going in and out of the IBB process.

Likewise, the union President of New Salem City schools discussed the challenges to collaboration experienced in collective bargaining. He explained that after some success with IBB,

...there were some people on the side of the district, and also in the outside community and the business community, who felt that the district gave away a lot of things, a lot of power and authority to the union in the process of doing this so-called collaborative bargaining or interest-based bargaining.

Some teachers within the union also voiced a similar complaint of the union. This resulted in behavior reverting back to adversarial relations, though recently there has been a rejuvenated interest in IBB.

In addition to the impact collaboration can have on the collective bargaining process, in particular that of IBB, teacher philosophies of union activity have also changed. The current Uniserv Rep for Smithfield County schools recalls in the early days of collective bargaining, "Back then, we were seriously negotiating for heat, light and air...a place to lock away your pocketbook. And, we were negotiating for just the very basics." Teacher unions were fighting for basics that teachers today take for granted: textbooks and basic classroom supplies, job security that one would not be terminated for political affiliations or when a female teacher became pregnant, etc. She recalled a conversation she had with a former union President of her local association

where he recounts, "...we were able to achieve success." Many fail to realize, though, that teachers "...were starting with nothing."

Younger teachers today take these things for granted and are more concerned with instructional and other issues. More recent trends in collaborative bargaining, though, have unions vying for input on instructional and governance issues. The role of the teacher and the teachers' union in helping to define the direction of public education has radically evolved over the past few decades. As the union President in New Salem City had articulated, "Collaboration encourages bottom-up solutions."

The Deputy Superintendent of Smithfield County said, "I think that collaborative bargaining has opened up more discussion about other things other than salary and benefits." This has resulted in more topics being covered in the contract, and the contract has become much larger. He further states that some topics, such as safety, "...were not topics of discussion as much as they are and as in depth as they were five, six, seven years ago." Participants see this as moving in a positive direction, as their rights and responsibilities are more clearly defined, and the relationship between the parties much stronger.

Study participants also state that from the training in the formal IBB process, they learned how to communicate, how to trust, how to get along, and then how to collaborate and solve problems. The Deputy Superintendent of Smithfield County said that it took a few years for everyone to buy into the process,

I think we went through a couple of cycles where everybody became very familiar with the process and the expectations of the process; what the outcomes could and would be, developing a trust that there can be things said in the room that were going to stay in the room.

All of the study participants in Smithfield County commented that in IBB all titles are left at the door. All participants are considered equals, and everybody is free to speak at any time. No longer are spokespersons being used; work becomes a team effort, and that there is great value in this.

Some of the most notable successes in contract negotiations in Smithfield County have been contractual changes to the employment process and teacher transfer process. The former Superintendent explained that contract language mandated, "...that we post the position. Leave it open for a number of days. Give everybody an opportunity to apply who was already in the district who wanted to. The HR people would give consideration to those people already in the district to who applied." The district was not obligated to hire internally, but they were prepared to justify their hiring decisions if challenged by a current employee. Open positions that were filled internally resulted in a new opening that was required to adhere to the same posting process and timeline. This resulted in an unnecessarily long process for the filling of vacant positions, with the least desirable positions being filled last, late in the summer, or not being filled in time for the opening of school. "So over time what happened was the inner city

schools were always last to be able to fill their vacancies, and they were the hard schools to staff.”

Changes to contract transfer language, outlined earlier, resulted in a transfer process whereby teachers would request a transfer and state preferences in early spring at the beginning of the hiring season. Principals knew at the outset who was applying to go to their school and who was planning to transfer out. Inner city principals were now able to hire at the same time as their suburban counterparts. Additionally, the collaborative development of incentives created helped to attract and retain teachers in these difficult to staff positions, significantly reducing a long-standing, persistent issue in the district, while offering additional financial compensations to teachers in the district.

Using the IBB process away from collective bargaining, the parties also resolved a staffing concern, whereby teachers who wanted to teach part-time could share a full-time position with another teacher who sought the same arrangement. The former Uniserv Rep for Smithfield County stated,

It works real well with high schools, when two teachers only want to work half a day. In elementary schools, they would do Reading, Spelling, English and whatever in the morning, and then the afternoon teacher comes in and does Math, Social Studies and Science.

Administration and the union also worked on concerns related to insurance for part-time teachers, though they could not find an insurance company that was willing to underwrite it for any reasonable amount of money, so it never came to

fruition. Participants reiterated that on cases such as these, the lack of resolution was attributed solely to funding concerns and had nothing to do with the will of the parties to collaborate on a solution.

As with Smithfield County, the teachers' union and district administration in the Green Valley Secondary School District continue to have success with the IBB approach to collective bargaining. Leaders here adhere to the mantra that working together is better than working apart. Current Assistant Superintendent for the district stated, "The negotiations teams here get along very well." The parties are transparent with information and collaborate well together. Control is no longer an issue in negotiations. Both teams are willing to openly share the information that was traditionally held for control of the other party.

Like leaders in other districts, negotiators here use the IBB process to bargain monetary and benefit issues. As already discussed, the teams have collaboratively uncovered cost cutting measures in the district's Home Study Program. Additionally, the parties' focus on mutual interests permitted them to resolve issues related to a tumultuous crisis with funding. The current Assistant Superintendent explained that, "We developed a MOU [Memoranda of Understanding] to increase class sizes for one year. In exchange we were able to give a raise and give a retro check."

Successes with traditional bargaining topics in Green Valley have expanded to include non-traditional bargaining issues, such as Peer Assistance and Review, site-based decision making, and other educational initiatives related to curriculum, grading and attendance. Because of their long-stand collaborative

relationship, there are topics that are not even bargained; textbooks, for example, are adopted by teachers, not administrators, though administration is present to facilitate. Leaders here acknowledge that as the district moves toward its goal of developing Professional Learning Communities, though, aspects of this will likely need to be bargaining because of their impact on bread-and-butter issues.

When not in formal bargaining, the parties do meet to discuss issues as they arise. If they can mutually agree on a resolution, the parties will do so drafting a Memoranda of Understanding. Over the course of a school year, this typically occurs one or two times. One recent clarification resulted in an MOU on leave for religious reasons. The current Assistant Superintendent explained that when these MOU's occur, they are so informal that the parties do not even have them ratified by their constituent groups. Typically, the union President "...will take it to the union's executive board," though administration does not usually take it to the school board "...unless it involves money." Many participants have stated that some of the most successful negotiations have occurred away from the collective bargaining process where individuals feel free to be more candid.

The researcher of this study has surmised that a contributing factor to the success of the IBB process in Smithfield County and Green Valley schools is the fact that the union President in both districts is included in the Superintendent's cabinet meetings. Through its President, the union has access to all of the data that administrators have and is an integral part in the daily operations and long-term planning of the district. The former union President in Green Valley explained that, "...no longer does the union believe that the district is hiding funds

or that administrators have a hidden agenda.” When the association’s bargaining team engages in formal negotiations, they must come with a different disposition than that which occurs in most districts. They come armed with access to all relevant data and are substantially more readily willing to share the data that they bring with representatives of the administrative bargaining team.

Successful collaborative work in collective bargaining at the other two study sites, Oakdale Regional and New Salem City School Districts, must not be discounted. In the Oakdale Regional School District there has been concerted effort over the years to embrace the IBB model of collective bargaining. Interest in IBB in Oakdale Regional began when a former union President wanted to change to the IBB model, and the Superintendent at that time agreed. The Federal Mediation and Conciliation Service (FMCS), a government agency whose mission is to promote labor-management peace and cooperation, provided the training. The current union President in Oakdale Regional stated, “Over time the process began to lack integrity. As individuals changed, the process became further diluted.” Additionally there was resistance by some for training. The negotiations teams did eventually get retained, though training over the years has been inconsistent and resulting in sporadic use of the IBB process. Through the various rounds of bargaining, negotiators have had successes with both monetary and non-monetary issues. The collaborative relationship has also resulted in a more open and informal working relationship between administration and the association than had existed previously. The Executive Vice President also explained that there have been, “...occasions where behaviors became

positional and the teams found themselves breaking into caucus.” Interest in IBB in Oakdale is still present, and attempts to retrain and utilize the process are expected to occur.

Current union President of the Oakdale Regional Federation of Teachers commented that, “...quality training is paramount for those interested in the IBB process.” She also stated that it is, “...very difficult to remember the process every year.” She also made an excellent point that, “It’s really easy through the IBB process to compromise, but compromise is not the same as the IBB process. Collaboration is really coming to a better solution, more creatively.” Compromise often involves giving up something to get something else, whereas use of the IBB process often results in more creative solutions for all parties involved.

Collaboration and Interest-Based Bargaining in the New Salem City School District has a long history with many strong collaborative structures in place to facilitate collaborative behaviors. As mentioned, the IBB process was strong in the late 1980’s and early 1990’s with new collaborative structures being added during each round of bargaining. Many of these collaborative structures are outlined in the negotiated agreement, while others have been formed as joint committees but not necessarily spoken to in the contract.

There were, however, pressures from school board members and other constituents to abandon collaborative bargaining, because some had felt that the district had given up too much in the name of collaboration. Changes in staff, particularly in the position of Superintendent, contributed to further inconsistent use of the IBB process during subsequent rounds of bargaining. The union

President in New Salem City explained that during bargaining for the last contract, attempts to use the IBB process were "...sabotaged by the sitting Superintendent who instructed the management team to reject everything the union proposed." There were even cases where the management team would agree to items during a bargaining session that the Superintendent would later force them to "...withdraw and renege on their commitment."

Current administrative and union leaders, though, do seem to share a common belief that collaboration should be an integral part of the collective bargaining process. All of the study participants in New Salem City have stated that the long-standing practice in the district has been that, "If there is a need to look at an issue, leaders from both the union and administration will meet at the request of either party, and any committee formed will be made of half teachers and half administrators." Regardless of whether the IBB process is employed during formal negotiations, the parties here have a strong foundation for collaboration with open and frequent lines of communication, a willingness to address any concerns brought up by either party, as well as high level of trust between the parties.

It has been a number of years since IBB training has occurred in New Salem City. With many changes in district administration and in union leadership over the years, most members of both bargaining teams have not been trained in the model. Plans for IBB training for the upcoming round of bargaining, though, have been solidified. As part of the \$20 million corporate foundation grant received, both bargaining teams will be given intensive training in the IBB model.

The corporation that sponsored the foundation that awarded the grant to New Salem City schools is also engaged in cultivating a collaborative climate within their company and is providing the training for both bargaining teams. They will continue to be actively involved in the collective bargaining process as it unfolds.

With all of the districts participating in this study, the collaborative structure for each has continuous discussions of concerns and exploration of potential solutions has clearly and profoundly improved the collective bargaining process within their system. The parties in each district have a mechanism for addressing concerns as they arise, rather than delaying them and allowing them to fester until formal collective bargaining resumes. Dialogue between the parties is ongoing, and continues to support and strengthen their collegial, collaborative relationship.

It is interesting to note, though, that two study participants had somewhat opposing views of the Interest-Based Bargaining process from the other participants in the study. The former Assistance Superintendent of the Green Valley Secondary School District has a high opinion of collaboration structures and use of collaboration in collective bargaining, but states that, "Too much IBB has been formulary and gives the appearance of collaboration when it may not actually be the case." He contends that IBB is not necessarily true and effective collaboration, "...although it certainly could be a part of it." He does acknowledge, though, that use of the IBB process is a step in the right direction. He recommends that collaboration in the collective bargaining process, "...needs to be genuine and not too proscribed."

Currently Superintendent of Oakdale Regional School District even more strongly stated that he is, "...not a big fan of Interest-Based Bargaining." He stated, "I think Interest-Based Bargaining only works when you have money to give people, then you can resolve all kinds of interests." He further asserts that trust is the key to successful negotiations, and that when there is trust the type of bargaining used is irrelevant. "And moreover, there are people who are just more comfortable in a traditional bargaining methodology. And if they have trust for one another, it can be just as effective as an Interest-Based Bargaining process." Similar to that of the retired Assistant Superintendent from Green Valley, he does not see, "...IBB and collaboration as being synonymous with one another."

Contractual References to Collaboration

Recognizing the importance of solidifying their collaborative work into concrete structures that could serve as a guide and impetus for future collaboration, the parties at each of the study sites incorporated some of their collaborative structures into their negotiated contractual agreement. The presence or absence of the term "collaboration" does not necessarily reflect the level of commitment of the parties to engage in collaborative behavior. It is, however, interesting to note the frequency of and veracity for collaboration that is reflected in each of the four negotiated teacher contracts.

Clear delineation of collaborative structures is present in each of the contracts studied. With some of the teacher contracts, the presence of collaboration is limited to specific collaborative structures created within the

district, while other contracts extend collaboration further to include a commitment of the parties to collaborate, as well as statements of shared philosophies. Collaborative contractual references here will begin with the contract that contains some byproducts of a collaborative relationship and progress to those that contain increasingly greater collaborative structures and explicitly stated commitments to collaborate.

Collaboration in the Green Valley Secondary School District has a long and prosperous history. In analyzing the presence of collaborative structures in the teachers' contract, a few distinct collaborative structures that had emerged between administration and the union leadership are outlined in the negotiated agreement. The references to collaborative structures focus specifically on the structure itself, rather than on a general commitment to collaborate. Given the district's history shared with the researcher from study participants at this study site, the intent to collaborate is clearly implied, even when not outwardly stated. Furthermore, the mere presence of collaborative structures, such as Peer Assistance and Review (PAR) programs and site-based decision making, all strongly reflect a willingness and commitment to collaborate among the parties. These collaborative byproducts are also found among other established collaborative relationships in other school entities around the country.

Early in the negotiated agreement of Green Valley, administration and the teachers' union state a shared commitment to support teacher quality. The first paragraph of Teacher Evaluations states,

It is agreed by the parties that a principal objective of the evaluation of the unit members is to maintain or improve instructional competencies in the District. It is further agreed that this objective can be more readily achieved by a willingness on the part of both parties to assist all unit members, but especially less experienced unit members, in improving their professional skills.

Rather than a focus on punitive reactions to marginal teachers, the parties proactively focused on improving and strengthening teacher instructional skills. Likewise, in a subsequent article on student discipline, the parties state agreement on a philosophy in their approach to student disciplinary action. "It is agreed by the parties that the intent of disciplinary action is to be progressive and corrective rather than punitive."

In the negotiated contract article regarding the Peer Assistance and Review (PAR) Program and Teacher Induction Program, the parties agree to a structure that will provide support for beginning teachers, interventions for permanent teachers who have received an "unsatisfactory" evaluation, and confidential assistance upon request for those teachers desiring assistance in improving instructional practice. Language also further outlines the governance structure of the PAR Panel as, "The Program shall be governed by the PAR Panel composed of three District/site members and four [teacher association] members." As is common with other collaborative structures, "Decisions shall be made by consensus wherever possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members." The article also

further outlines the selection of consulting teachers, as well as the terms and length of service.

The other significant collaborative structure present in the Green Valley teachers' contract is the article on site-based decision making. "All schools within the District shall be encouraged to create pilot projects for site-based decision making." Language states that composition of the decision making team should include all constituents.

All projects submitted for approval shall have secured a 75% vote of approval from 100% of the certificated staff...With this vote consensus will be assumed to have been reached. All site-based project votes shall be conducted by secret ballot with an Association representative participating in the vote count.

Language limits that, "Projects shall not exceed one school year," though participants can repeat the process to continue the program for another year. "Programs approved at a school for two consecutive years through the Site-based decision making procedure shall not be subject to the process in succeeding years," except for future modifications or termination of the initiative.

There is no article or contractual language in the Green Valley contract in which the parties declare that they utilize some form of Living Contract. There is, however, a statement in the first article of the contract that states, "...either party may reopen on any three issues of singular interest in each of the 2007/2008 and 2008/2009 year." Essentially, the parties agree that either party can reopen any

three items during years two and three of the contract. The former union President explained, though,

...our practice has been that we tend mutually to agree to re-open on issues of concern to either or both parties, and so we don't actually hold each other to the re-opener limitation. Thus, what we do makes it appear as though we have a Living Contract, and in a de facto sense, we do!

Despite the immense length of the contract, which totals 171 pages and is the longest of any of the contracts from the study sites participating in this study, there is a complete absence of the word "collaboration" or any derivation thereof. Its absence does not necessarily reflect less commitment to collaboration. It is only noted for its difference to the other contracts under study.

As discussed, much of the collaboration that occurred in the Smithfield County School District was modestly informal, though highly productive. Key constituents met frequently, and at great length, to discuss any and all concerns that either party raised. Leaders here successfully maneuvered the merger of two distinctly different school systems, teacher unions and contracts, as well as addressed a plethora of educational concerns and initiatives. Additionally, the study participants in Smithfield County made many positive comments about collaboration in general, as well as about each other, perhaps more than that of any of the other study sites. A strong belief in the power and potential for collaboration is robustly evident in the Smithfield County School District.

Despite the extensive amount of collaboration and significant byproducts that resulted between the parties in Smithfield County, direct references to collaboration are largely absent in their collective bargaining agreement. There are, in fact, very few occurrences of the word “collaboration” in the negotiated agreement between the district and the teachers’ union, though the intent to collaborate is implicitly evident in the specific structures outlined in the contract.

Despite the absence of the word “collaboration”, administrators and association leaders have forged some significant collaborative structures, which are delineated in their negotiated agreement. Here the parties have collaboratively come to consensus on continued exploration for the best and most cost-efficient insurance for its teaching staff,

An Insurance Committee composed of three members selected by the Superintendent and three members selected by the Association shall meet at least quarterly to discuss (1) the insurance covered by this Agreement, (2) the selection of carriers, and (3) problem areas when satisfactory settlements have not been secured between employees and the plan administrator.

Language regarding teacher transfer is extensive and detailed, particularly the section on voluntary transfer procedures. In addition to outlining the posting procedures, the process also mandates that,

The principal is required to interview seven (7) of those who bid for his/her school. Of these seven, five (5) shall be tenured. Of the five (5) tenured applicants, three (3) shall be the most senior of those

who bid. If fewer than five (5) tenured applicants bid on a position, all properly certified tenured applicants will be interviewed.

Regarding the reconstitution of failing schools, contractual language delineates the procedures to be employed and further states, “The administration, in collaboration with the teachers’ union will set timelines to accomplish the above procedures.”

The negotiated language that establishes a Teacher Evaluation Committee likewise defines the membership of the committee as “...four (4) members selected by the Superintendent and four (4) members selected by the Association, one (1) of which is to be a principal...” The purpose of the committee is to review the teacher evaluation process and recommend changes as needed. Contractual language mandates that the committee members elect a chair for the committee and meet at least twice during the school year.

A shared administration-association partnership in addressing student discipline issues is stated in the student discipline procedures article of the contract. The negotiated language acknowledges the responsibilities of each party. Contract language states, “The Board recognizes its responsibility to maintain and approve student discipline procedures. The Association agrees to assist the Board in its development of student discipline procedures.” As with other collaborative committees, the school board and the association each appoint four members to the committee. The committee’s task is to develop recommended procedures related to student discipline, which are forwarded to

the Board of Education for consideration. This committee is also directed to meet at least twice per school year.

Negotiated contractual language regarding agreement on a differentiated pay plan is also present in the negotiated agreement. “The Association and the Board agree that there shall be a differentiated pay schedule to recruit and retain quality educators into high priority schools and subject areas.” To accomplish this, the parties agree to utilize specified scores of students on standardized tests to determine teacher eligibility for the performance bonuses. The parties also agree to signing and retention bonuses to attract high performing and experienced teachers and administrators for selected schools. Additionally, annual bonuses are provided to those teachers who have attained National Board Certification. For all performance incentives, though, eligible teachers must maintain an attendance rate of “...95% or better.”

There is also contract language that supports job-sharing opportunities for teachers, outlining the responsibilities, rights and requirements for those interested in sharing a single contracted position. The parties also jointly recognize the need to aggressively recruit and hire minority applicants, and specifically grant the Superintendent the authority to assign employees to vacant positions in the school system to assist with diversity among the certificated staff.

Perhaps the most significant collaborative aspect of the negotiated teachers’ contract is that related to the article titled, Labor-Management Cooperation Agreement, found near the end of the negotiated agreement. “The Board and the Association agree that it is in the mutual interests to create and

maintain a strong relationship between employees and management at all levels of the school system and at all work sites.” All parties state their desire to cooperate and acknowledge the improved productivity, performance and effectiveness that will result.

One of the tenets of Interest-Based Bargaining is the focus on common interests rather than positions. In this article the parties state their intent to collectively strengthen and improve the school system “...by focusing on ‘interests’ rather than ‘positions’...to achieve increased performance and effectiveness at all levels of the school system.” Their commitment to collaboration is further magnified in stating an expectation that the parties at the various sites in the district, “...will identify mutual problems and concerns, and will move to mutually develop action plans for their resolution.” The parties also agree that equal representation from management and the association will be utilized. Contractual language also acknowledges that “...there will be obstacles to the process.” It further suggests the necessity to pilot special projects or solutions, and the possibility for the need to draft short-term variances with the content of the contract.

The negotiated agreement between the district and the teachers’ union of the New Salem City School District contains extensive references to working collaboratively. Many of the collaborative structures outlined in the contracts of Green Valley and Smithfield County are also present in New Salem City. There is jointly crafted language for a Peer Assistance and Evaluation Program (PAEP), new teacher orientation, teacher professional development, addressing

chronically disruptive students, as well as teacher transfer procedures. The contract in New Salem City, though, extends the collaborative relationship to include a shared responsibility for contract implementation, a direct reference to transparency between the parties, as well as a structure for encouraging new and creative initiatives. The contract also contains many occurrences of the term “collaboration”, or a derivative thereof.

There are strong similarities in collaborative structures with the contracts of the other study sites. Contractual language on new teacher orientation in New Salem City states that, “The Federation shall have the exclusive right to participate in New Teacher Orientation, or similar summer in service program... Board shall consult with federation in planning the summer orientation for new teachers.” While the language does not explicitly state that the parties will collaborate, it does, in delineating the rights of each party, create a structure that encourages collaboration between the parties.

More commonly referred to as PAR programs, contractual language in New Salem City establishes the district’s Peer Assistance and Evaluation Program (PAEP). As with other PAR program, the district’s program has two components: “(a) Induction designed to assist and evaluate teachers during their first year of service in the district; and (b) Intervention, intended to assist experienced teachers who exhibit serious teaching deficiencies.” Like that of other PAR programs, the program here also contains an evaluative component, which also serves to determine the continued employment status of program

participants. Likewise, consulting teachers conduct most of the intensive support for and a comprehensive evaluation of the teachers in the program.

Like that of their counterparts in the Smithfield County School District, contractual language for the Peer Assistance and Evaluation Program in New Salem City delineates the composition of the Peer Review Panel, the number of consulting teachers and caseload for each, as well as the stipend for each. Like that of other PAR programs, the contractual language also explicitly states that the panel "...shall consist of an equal number of teachers appointed by the Federation and administrators appointed by the Superintendent," though that exact number of equal participants is not explicitly stated in the contract.

The negotiated agreement also articulates procedures for teacher discipline and dismissal. The language drafted here clearly defines a teacher's right to a conference prior to more formal disciplinary procedures, including a mandatory three-day notice of the conference and the right to Federation representation at said meeting. The maximum length of a Suspension Without Pay and other rights related to dismissal are also stated.

Similar to that of Smithfield County schools, negotiated language in New Salem City articulates a process for voluntary teacher transfer. Language here outlines two distinct transfer periods, the posting of vacancies and the application process and timeline. Similar to contractual language in Smithfield County, teachers are permitted to list up to five positions as Priority choices, though the language here does not succinctly outline the selection criteria for filling the positions as it does in Smithfield County. It does state, however, "Teacher

requests for transfer will be honored if positions are available and the teacher is qualified for a particular vacancy, provided that the transfer is consistent with the racial balance of the staff.”

Contractual language also creates a process for establishing budget and staffing time line dates. The district’s Human Resources Director and Federation President are charged with the task of establishing a committee annually to accomplish this. They are also given latitude for modifying dates provided it is done prior to commencement of the annual process.

Perhaps more so than the contracts already discussed in this case study, contractual language in New Salem City extends the joint responsibilities and collaborative goals of the district and union. At the beginning of the negotiated agreement, there is an opening statement that, “The Board and Federation shall jointly plan and implement training in regard to contract implementation.” The training is clarified to cover the entire contract with an emphasis on all new or amended provisions, grievance and other appeal procedures, and discipline procedures. Language mandates that the training shall include a minimum of Federation building representatives, Executive Council, staff, as well as principals and appropriate central office administrators. The parties are also charged to jointly “...conduct a briefing for community leaders on the new provisions of the contract and any provisions in which there is interest.”

This shared responsibility for contract implementation is unique in that the parties agree to take a unified approach to educating all constituents, rather than have each accept responsibility for its own constituents. This approach must

inevitably lead to greater consistency and understanding of the intent of the language of each article in the contract. While not explicitly stating that the parties are to collaborate, the language does mandate that the parties continue to work together in sharing the agreement reached in collective bargaining.

Another interesting collaborative reference that does not necessarily include the term “collaboration” is also found on the first page of the contract. Here, the parties agree to transparency in the statement,

Information, statistics, and records relating to wages, hours, benefits, and all other terms and conditions of employment reasonably necessary for the proper enforcement of the terms of this contract shall be made available to the Federation upon request....

While not necessarily the same type of transparency one would find with the Interest-Based Bargaining approach to negotiations, it is significant that the parties agree to some basic form of transparency. This might provide a greater disposition for transparency on other issues including collective bargaining.

Additional specific references to collaboration are also found in the negotiated agreement. The article on Chronically Disruptive Students specifically states that, “Federation of Teachers and the Board agree to work collaboratively to strengthen professional development and to expand alternative placement centers for chronically disruptive students within the law.” While this statement seems innocuous enough, it does specifically state that the parties have agreed, in principle, to collaborate. It is these small collaborative steps that provide some

success with collaboration and lead to more substantive collaborative initiatives and heightened levels of trust between the parties.

Of even greater collaborative significance is the contractual language on Professional Learning Communities, Professional Development, the Educational Initiatives Panel and Curriculum Councils. District and federation leadership jointly commit to improving student achievement through the creation of Professional Learning Communities, "... in which all stakeholders take collective responsibility to ensuring student learning by creating structures to promote a collaborative educational culture focused on continuously improving results." Contract language further outlines the teaming of teachers, the selection process and stipend for team leaders, the formation and composition of building-level leadership teams, as well as other aspects related to roles, training, budget allocation, etc.

This is a distinct departure for both parties in New Salem City from the traditional labor-management relationship. For the union expansion of its role beyond salary, fringe benefits, and working conditions to include a shared role and responsibility for student achievement is a significant departure from its traditional role. There is a growing body of literature on Professional Unionism, particularly in the writings of Charles Kerchner and Julia Koppich, in which unions are beginning to abandon the belief in the separation of labor and management, and replacing the adversarial relations model with a collective operational one that incorporates professional issues and collaboration with management to achieve greater productivity and results, in conjunction with the compensation

and due process rights of teachers (Kerchner & Koppich, 1993). Likewise, as teachers embrace this new Professional Unionism, district administrations and boards of education are also beginning to share authority and extend opportunities for creativity with teacher unions.

In addition to negotiated language on Professional Learning Communities, labor and management has also come to agreement on a professional development model that commits to improving the profession of teaching by, "...offering opportunities for professional growth, involvement in decision-making, communication and collaboration, and increased responsibilities and accountability." Contract language explicitly states that with these implemented changes, teachers have the opportunity to assume greater responsibilities, which can also result with greater status, higher salary, and more opportunities to collaborate. The parties have established a Career in Teaching Program, also referred to as the Lead Teacher Program or Career Ladder, as a way, "...to give incentives to attract and keep quality teachers in the profession."

Contractual language outlines five career development levels. Lead teachers are selected from those that have attained levels four and five of the career ladder and have met the established criteria for the program. "Advancement to the level of Lead Teacher shall not be automatic." While the number of Lead Teacher positions changes annually based on the availability of funding and other factors, it has been agreed that it "...shall be at least 10% of the bargaining unit." Lead teacher duties may include the roles of consulting teachers, curriculum specialists, staff development specialists, demonstration

teachers, subject leaders, team leaders, and program facilitators. The program is also extended into other position classifications, including counselors, psychologists, visiting teachers and librarians.

The Board of Education's commitment to the Career in Teaching Program is significant with the board allocating \$1.1 million annually to the program. Additionally, the parties further agree to, "...mutually seek funding to supplement the planning and implementation of the plan, including the funding of additional Lead Teacher positions." The board's commitment to the program is truly impressive; the union, in turn, offers its support to assist the district in securing additional funding for it. This is another example of labor and management collaboratively working to improve the quality of its teaching staff and the subsequent student academic experience that results.

One very significant collaborative structure in New Salem City is that of the Educational Initiatives Panel. Contract language that establishes this panel focuses on the partnership between the teachers and administration as vital to the development and implementation of sound educational policies and programs. In this, it is stated that, "...the Educational Initiatives Panel (EIP) shall serve as a strategic planning team responsible for educational reform in the district." Language mandates that the panel contain an equal number of participants appointed by the Superintendent and the Federation. Furthermore, the Superintendent and Federation President are designated as co-chairs of the panel.

The primary functions of the panel are to "...monitor the progress of current initiatives, plan new programs, support and encourage local school improvement and restructuring efforts." Negotiated language also states that board approval may be required for some programs or initiatives. The panel is further directed to annually evaluate the work of the previous school year, establish priorities for the upcoming school year, conduct its first meeting no later than October 1, as well as communicate regularly with its constituents. There is also a strong commitment to monitor and support the various joint committees in the district. The EIP is charged with monitoring the various committees, as well as ensure that the various constituent groups are appropriately represented on the committees. "The Board and the Federation are committed to race and gender balance and will seek appropriate balance on joint committees as well as representation by teaching fields, grade levels and/or professional roles."

One final collaborative structure outlined in the negotiated agreement between labor and management in New Salem City schools is that of Curriculum Councils. These councils are elected bodies established by the Federation to represent teachers in the various subject areas. The councils are obliged to work cooperatively with the Superintendent's Designee or other appropriate administrative position to develop and maintain high quality curriculum, assessment instruments and practices, as well as select and/or create high quality teaching materials. The various councils were designed to,

...provide a vehicle for teachers to communicate among themselves about effective teaching practices, research and other

new developments in their disciplines, communicate with professional organizations in their disciplines and with external agencies which impact on teachers and can assist teachers in their work.

The language here seems to suggest that curriculum councils are entities emerging solely from and run entirely by teachers. In actuality, though, the councils are given great support and latitude from the district. District administrative personnel are integrally involved in the routine operations of the councils. Support from the Board is even stated in the contract. "The Board will provide routine clerical services and supplies through the Academics and Accountability Department to support the work of the Councils." While these committees are highly teacher directed, the willingness of the district to extend great control to teachers, as well as support and be actively involved, should not be discounted.

The contract in New Salem City does contain a brief statement on long range planning in which the parties agree that,

...long range planning shall be essential for an efficient and effective education program in New Salem City Public Schools. Any committee established by the Board for such purpose shall include representation from the Federation, appointed by the Federation.

This is an important commitment from the Board to include the teachers' union on future initiatives, as it recognizes the shared interest the union has in cultivating successful initiatives. It does, however, fall short of granting the right

for union involvement in all future initiatives, as well as equal representation for the union on all committees and equal authority in the decision making process.

The level of collaboration outlined in the negotiated agreement between the district and the teacher's union in the Oakdale Regional School District is quite expansive and very impressive. The collective bargaining agreement opens with a Preamble in which the parties affirm their belief that all students can learn and that it is the responsibility of both parties to do this. This two page Preamble further establishes the shared goals that the association and the district have and an overview of structures that will be employed to establish and cultivate this shared mission. Paragraph three of the Preamble states,

We believe that a collaborative partnership between the District and the Federation embodies the notion that an educational system based on the involvement of teachers in the decision-making process will lead to the highest quality of education, enhance the practice of teaching and foster human dignity for all at the school site. Furthermore, the parties believe that by working together, an atmosphere which promotes professional growth will be established.

The parties agree to formally establish a collaborative partnership and commit to a concept and process called Living Contract.

The purpose of the Living Contract is to enable the parties to respond more quickly to issues that demand immediate attention while working within the framework of collective bargaining. The

Living Contract is not a document, but rather a process that may result in written agreements.

Essentially what the parties have agreed to is a structural process by which they will collaborate to address needs within the school system and create joint initiatives.

The parties also reaffirm their commitment to support the Living Contract and have established four joint overarching goals,

Maintain open lines of communication between the District and the Federation; Conduct on-going negotiations as timely problem solving; View collective bargaining as collaboration; and, Provide flexibility in dealing with issues as they arise.

These four broad goals provide a strong structure for continuous collaboration on all aspect of labor-management relations, including the collective bargaining process.

Near the end of the Preamble, the parties agree to establish three joint committees, each with a specified focus:

- Living Contract Committee: Policy/District-wide issues, instructional issues, long-term planning
- Supporting Quality Teachers (SQT) Team: Teaching and learning issues
- Contract Administration Committee/Negotiations: Dispute resolution, contract implementation, working conditions, interim negotiations

The parties further agree to create sub-committees and task forces as needed to address particular issues, recommend revisions for clarifications to the

negotiated agreement, provide training to district and federation staff regarding the agreement, and recommend joint communications to clarify particular issues.

From this Preamble many collaborative structures emerged, each of which is outlined in the negotiated agreement. These collaborative structures presented here are not necessarily ordered by importance, but mostly in the order presented in the negotiated agreement. Included with the contract is an Addendum to the Negotiated Agreement that outlines all salary remunerations.

Additionally, there is a separate document titled, A Framework of Possibilities. This document was the product of the district task force charged with addressing school restructuring under the federal legislation, No Child Left Behind. While not necessarily a collaboratively negotiated agreement, as is the actual contract and addendum, it is a byproduct of a contractual Memorandum of Understanding that states the parties, "...agree to convene a joint task force to guide procedures for implementing Alternative Governance Plans." The task force was charged with making recommendations to the Living Contract Committee about new policies and practices that will provide assistance to these schools.

Contract language negotiated establishes the primary decision-making model to be used by the parties as the consensus process, especially when the decision affects the entire staff. Language further defines consensus decision making as "...a process in which participants make decisions by agreement rather than by majority vote." It is a process whereby representatives of various stakeholders on a given issue work together to find a mutually acceptable

solution. It does not necessarily reflect unanimity of thought, but rather an agreement that each party can accept. Language also acknowledges that alternative decision-making models, such as majority vote, may be best suited for addressing particular issues. Determination of the model to be used, though, must be made through consensus.

Negotiated language states that the parties agree to support the work of each school's Instructional Council (IC). These councils are, "...established as part of a collaborative effort to improve and support the teaching and learning process..." It is the intent of the district and the federation to permit individuals to use their collective expertise and experience to address school issues that fall within the scope of instructional improvement. The composition of the group is defined as,

The IC includes the Principal, a Federation representative elected by the Federation members at the school, teachers elected by teachers, and parents representative of the school parent body recognized by the school, and may include representatives of other bargaining units as defined in their respective negotiated agreements, or any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.

It is further mandated that at least fifty percent (50%) of the IC will be comprised of teachers. The IC is also directed to comply with the negotiated agreement, board policies, district procedures, and all state and federal laws and regulations. Issues brought before the IC are to be addressed in a collaborative manner.

Furthermore, IC members should "...receive training to build capacity of the group in the concepts and skills of joint problem solving, team building and teamwork, parental involvement and decision making." Site-level Instructional Councils may also access joint training and facilitation support services from both the district and the federation.

In the contract language, both the district and federation recognize the importance of the educational climate and encourage the IC, principals, teachers and staff to work collaboratively in establishing joint committees. Teachers are given the opportunity to volunteer for committees. In cases, where the number of volunteers exceeds the number designated for the committee, an election by secret ballot is employed to select the committee participants. Committees are also required to keep minutes and make these available upon request. Meetings are also open to any member of the staff or community who wants to attend.

It is also interesting to note that language also includes non-instructional and support staff on committees that are of relevance to them or beneficial to the school community. The parties in Oakdale Regional have made a concerted effort to include constituents other than themselves in these decision-making bodies, reinforcing their belief that collaboration among all constituents is important to achieving and sustaining successful outcomes.

Another section of the contract outlines the District Mentoring Program (DMP). Language in this section establishes a joint leadership team comprised of the district Superintendent, Federation President, and Dean of the College of Education of the local university "...to preside over all aspects of the Mentor

Program.” The Joint Governance Panel (JGP) members are appointed: six by the Federation President; six by the Superintendent; and, two by the Dean. “The Joint Governance Panel will make decisions by consensus whenever possible. If a vote is necessary, then seven votes on the Panel are required to approve an action.” Requirements for the Mentoring Program Coordinator are also delineated. The document and related appendices further outline the support beginning teachers will receive, the mentor teacher selection process, mentor preparation and support, roles, responsibilities and compensation.

Just prior to the article on Grievance Procedures, there is a short article of the contract that speaks to conflict resolution. Here, both the district and the federation recognize that there are workplace issues that are not grievable actions, and that these situations, “...are best addressed by an interest-based process, such as mediation or direct negotiation that utilizes problem-solving techniques to address the perceived needs of the complainant or other parties.” The procedure for conflict resolution is outlined in an appendix section of the contract. It is a voluntary process that makes available, if necessary, a third-party ombudsman trained in conflict resolution strategies and a mediator to assist in resolving the conflict. The process for initiating use of either outside resource is outlined. At its conclusion, both parties sign a written agreement acknowledging whether resolution had been reached or not. In the case where resolution had not been attained, “Other avenues for resolution may be pursued if available.”

Present in the contract is also additional language and resource commitment for professional development. “The Board and the Federation

recognize that they have a basic responsibility to provide opportunities for the development of those entering the teaching profession and the continual improvement of teachers in the District.” Another Memoranda of Understanding, found in an appendix section of the contract, states that the district and the federation “...agree to support the work of existing Collaborative Learning Communities (CLC) Leaders and Lesson Study (LS) Leaders.”

The negotiated agreement between the Oakdale Regional Board of Education and its Federation of Teachers has many occurrences of collaboration in its text, reinforcing the parties’ belief in the power of collaborative behavior and their willingness to engage in it. Additionally, the Preamble provided the most comprehensive and strongest commitment to collaborate of any of the four contracts included in this case study, or that the researcher has previously encountered. Throughout the negotiated agreement, there are many examples of the parties’ commitment to transparency and to include all constituents in the school community. The collaborative structures created here provide a masterful model of authentic collaboration for any public or private educational entity. The overall structure and language could also provide great insight into forging a collaborative relationship between labor and management in other public or private sectors.

The length of negotiated agreements in these districts seems to be substantially longer than that of districts who espouse a more traditional, adversarial approach to bargaining. As mentioned, Green Valley had the lengthiest contract, totally 171 pages. The contract at Oakdale Regional was also

lengthy at 133 pages. Still comparatively long are the New Salem City contract at ninety-one (91) pages and the Smithfield County contract at eighty-one (81) pages.

It is reasonable to surmise that an important part of forging a collaborative relationship is a willingness of both parties to articulate their joint work and shared philosophies into printed form. Certainly, this also contributes to the building and strengthening of trust between the parties. Perhaps, though, the largest benefit to putting collaborative structures into writing is that it solidifies a structure for continued collaborative work between the parties, as well as their successors.

Factors Affecting Collaboration

In the discussions with all study participants on the many factors that can affect collaboration, there was strong consensus on many points. Trust, perhaps one of the most significant factors that can affect collaboration, was discussed by every study participant. Discussions with the participants also touched on other factors that affect collaboration, individual dispositions for collaboration, the effect of external agencies on collaboration, and other challenges to collaboration. This section will end with participants at each study site sharing the perceptions of collaboration among constituent groups and their local community. Unlike other findings, the data collected and presented here is not organized in any particular order, primarily because it is not conducive to continuum-type presentation.

The importance of trust in forming and sustaining collaborative relations was unvaryingly acknowledged by all participants. Former state Uniserv Rep for Smithfield County articulates the collective sentiment in saying, “Collaboration does not exist where there is no trust.” Most participants reiterated this same sentiment that trust is the foundation for collaboration. Another recurrent statement among many of the study participants, articulated by the former Uniserv Rep in Smithfield County and the former Assistant Superintendent in Green Valley, was, “Building trust takes time.” Trust will not emerge instantly, but rather incrementally through consistency in words and actions. The union’s Professional Issues Rep in New Salem City stated, “The building of trust occurs as they see you as trying to resolve problems with them as a partner and not as an adversary.”

The former Superintendent for Smithfield County further states, “Strong collaboration is an essential component of transforming education.” As trust blossomed in Smithfield County, the parties were better equipped to address the many challenges that the district faced. As the parties began to trust that the other was going to do as promised, they were able to make substantive changes to transfer language, address the staffing of failing schools, jointly create strong economic incentives to attract and retain quality teachers for its neediest schools, and implement a premium co-pay for insurance without having a loss in association membership. The former Uniserv Rep in Smithfield County commented that, “They had great trust with the Superintendent that he would handle issues when building level administrators and others violated contract

language.” Likewise, former Assistant Superintendent in Green Valley schools commented on the trust he had that in the union President who stated to him, “I will never bankrupt the district.”

In commenting on the success of the district’s PAR program, former Assistant Superintendent at Green Valley schools recounted, “The success of the PAR program is proof positive of the level of trust administrators have for the teaching profession, that they are willing to entrust staff development, observation and evaluation to the teachers.” The teachers further strengthened that trust by accepting the responsibility, doing it wholeheartedly, and working in conjunction with administrators to take the necessary steps to effectively move weak teachers out of the profession or to provide support for those that need the additional support. Similar comments made by other participants at study sites that have PAR programs reiterate the trust that was necessary to implement these types of programs.

Many participants at all study sites also commented that as trust strengthened, they were more comfortable with having candid discussions without fear that comments made would not be repeated to others. Study participants at each of the study sites recounted situations where they shared confidential information with a member of the other party, and how this could not have occurred without strong trust that the other party would not use it for leverage. The President of the New Salem City teachers’ union articulated this well in stating that, “...biggest factor in collaboration is the building of trust between labor and management, where neither side takes advantage of the

relationship to get its way.” In entering a collaborative relationship, everyone has some risk, and they must begin to trust that the other side is not going to abuse that trust. The Superintendent of Oakdale Regional also stated that, “You really do develop a trusting relationship between one another that often times leads to a friendship.” He recalled getting lots of issues resolved in his previous district on the golf course with union leadership whom he had befriended. He also spoke of his predecessor who accomplished the same thing while fishing with his union counterpart.

In discussing the factors that affect collaboration, many study participants commented that a desire to want to change is very important. The former Superintendent of Smithfield County stated, “While there are classes on collaboration, the will to collaborate is paramount.” When parties are open to the ideas of others and have a willingness to collaborate, they begin to change the culture of the organization and the focus of their work. In doing this, the parties are essentially creating a culture of collaboration, where they work together for the betterment of all. The former Uniserv Rep for Smithfield County also stated that she is, “...not certain that meaningful collaboration can begin without some angst.” Likewise, the union President of Oakdale Regional stated, “Somebody’s got to have a reason to want to [collaborate]. If everybody’s working well together, if they don’t see any need, then I don’t think they’re going to want to no matter what I or anyone else says.” Many of the other study participants also spoke of the desire of both parties to want to collaborate as essential to successful collaborative efforts.

Another key factor in the success of collaboration is communication. Participants again uniformly agreed that frequent, open and honest communication is key to successful collaboration. The union President in Green Valley succinctly stated, "Collaboration emerges when you have good communication." It is through this continuous, authentic dialogue that the parties better understand the needs, concerns and goals of the other party. With this increased understanding, the parties can begin to explore collaborative ways of addressing these needs, concerns and goals. Without continuous and open communication, joint collaboration is not likely to occur.

The impact of funding on collaboration was repeatedly discussed during many of the interviews. All recognize the impact that limited funding has on collaboration. As mentioned, the Superintendent of Oakdale Regional commented that collaboration is often easier when there are funds available to create new and innovative programs. Conversely, collaboration was also more difficult when funding was limited. Participants in Smithfield County cited cases where agreement was reached among the parties on collaborative initiatives, such as insurance coverage for part-time employees, but they were unable to find an insurance company who would underwrite it for any reasonable amount of money. The participants at all study sites agreed, though, that while funding can immensely impact collaboration, the will of the participants to collaborate still outweighs the limitations funding can impose.

In considering the impact individuals have on the collaborative process, there are many avenues for discussion. Study participants were asked to

describe the personality characteristics that are most and least conducive to collaboration. As one would expect, participants identified the dispositions of flexibility, open-mindedness, being a good listener, the ability to compromise, a willingness to consider all sides of an issue, and tenacity as some of the most important ones. The current Chief Academic Officer in Oakdale Regional stated, “Collaboration is successful with people who are willing to consider all sides of an issue, are able to articulate the difference between visions, and why it’s good or bad, and also a person willing to do a lot of reading and seek out research.” A few participants cited the willingness of the individuals to cultivate a shared vision and commit to use research to inform the collaborative process as also important to successful collaborative relations.

Conversely, participants identified the personality traits of being dishonest, closed-minded, interested in power and control, and a disposition for being argumentative as impediments to collaborative relations. Current Deputy Assistant Superintendent in Smithfield County schools stated that “...a focus on individual titles [such as Superintendent or union President] can erode the collaborative process.” All parties need to agree that titles are not going to be a barrier, and for some that can be difficult. Many who have participated in IBB have also commented that titles are often “left at the door” in the IBB process.

Of these negative dispositions that often thwart the collaborative process, the one that virtually every participant cited as a strong impediment was that of control. Current Assistant Superintendent in Green Valley schools sees control as a potentially difficult factor for both administrators and teachers. She states

that, “Lots of administrators can be controlling.” Similarly, both the union President and Superintendent in New Salem City commented that young, inexperienced principals interested in control have been a problem for their district. The district’s career ladder has some choosing to become principals comparatively early in their career. The union President stated that some principals “...are young, inexperienced, ineffective, insecure, and that’s a recipe for being very totalitarian or authoritarian in their buildings.” The Superintendent expands on this in saying that some of these young principals feel “...they have to know all of the answers, because they are young and they feel insecure.”

Likewise, the Assistant Superintendent of Green Valley schools also stated that, “...teachers are accustomed to controlling their own class and can also have that disposition to want to control situations.” This is evidenced by militant union leadership that is present among some teacher unions. Attempts to control by any of the parties can significantly hinder attempts of management and labor representatives to be collaborative. All study participants were united in agreement that control can be a significant hindrance to collaboration.

At each of the study sites, specific individuals were identified as key to the success of collaboration at the site. As mentioned, the researcher was very grateful that the key individuals in the formation of collaboration at three of the four study sites were available and willing to participate in this study. It was also noted that all of these individuals were very humble in acknowledging the significant role they had in the formation of collaboration in their district. Each of these individuals did eventually acknowledge the significant role they had in the

formation of collaboration in their district, though it was the other study participants at their site that brought this fact to my attention. These transformational leaders acknowledged that they had formed strong relations with others that helped them build collaborative relations. The impact these key individuals had on collaboration in their district cannot be denied.

The key players in Green Valley, former Assistant Superintendent and former union President, had worked together at the building level years earlier. They had negotiated together. They had been a part of former tenuous labor-management relations in the district. A kindred spirit and mutual respect, and perhaps a friendship, between the two began to emerge. It is from this that the will to collaborate materialized and extended to include the other stakeholders in the district.

In the other study sites, particularly Smithfield County and Oakdale Regional schools where the key players in the formation of collaboration also participated in this study, collaboration emerged in large part from the vision of one key individual who reached out and found willing partners to share in this vision. Former Superintendent of Smithfield County and current union President of Oakdale Regional saw the potential for changing the manner in which labor and management interacted. As the new potential was explored, these individuals found others who also saw the potential benefit in changing the relationship. While shared as second-hand accounts, this scenario appears to have also been the case in New Salem City schools.

The former Superintendent of Smithfield County schools acknowledges that, "People will collaborate under a charismatic leader, but often revert back to non-collaborative behaviors when the charismatic leader leaves." He further asserts that "...authentic collaboration and reform are only sustainable when there is ownership among many of the people involved in the work." The charismatic leader may provide the spark to start collaborating, but it is the collective work and commitment of all parties that sustains the collaborative efforts and transforms the organization.

Most study participants stated concerns they have in sustaining collaboration with the inevitable changes in individuals. Some are experiencing some challenges to their collaborative relationship as some of the individuals have left the district. In the Smithfield County and Green Valley Secondary School Districts, key individuals have retired from both key administrative and union positions. Some challenges to collaboration have occurred with the individuals that have replaced them. In both, the departing leaders have helped in the transition and in supporting continued collaborative relations. The former Uniserv Rep for Smithfield County stated, though, "We've built something too valuable to be lost." The former leaders who have been an integral part of the formation of collaboration continue to be in contact with the current union and management leaders to assist any way they can. All feel confident that collaborative work will continue in their district.

Two of the study participants in Oakdale Regional wonder what will happen to the collaborative process when the current union President is no

longer an integral part of the labor-management relationship. The district's Chief Academic Officer questioned, "There is no way of knowing if collaboration works because of the people that are involved, or if the process works because of the process." They are optimistic, though, that after all of the key constituents who were involved in the formation of collaboration have left the district that their successors will see the benefit of continuing to collaborate with the other party. The newly appointed Superintendent in Oakdale Regional, though, did not see maintaining a collaborative relationship in his former position in another state as all that difficult. He states that, "...even with the changes in faces, there was stability; the model kept it true." He further asserts that, "When there are changes on one side, the other side must take the responsibility and assist in keeping the process moving forward."

In New Salem City where the collaborative relationship has an extensive history, they have experienced many changes in key positions. They have seen the positive and negative impact individuals can have on the collaborative process. In that respect, labor and management leaders here are much better prepared for dealing with the inevitable changes in faces. Like Oakdale Regional, school board members in New Salem City have seen the positive results of a collaborative relationship between labor and management and have even included it as one of the selection criteria for its incoming Superintendent.

In addition to the concern with sustainability of collaboration given the inevitable changes in labor and management leadership, most participants also cited funding as a frequent, and often significant, challenge to collaboration.

While each of the districts participating in this study is funded primarily through varying funding mechanisms, two are exclusively or predominately supported through state funding while the others receive funding mostly through local property taxation, all were united that funding for public education continues to be of great concern. Current union President for the Smithfield County Education Association stated, “The items that are hardest for both sides to come to agreement on usually revolve around the availability of funding.”

A clear message articulated by many study participants was that legislative initiatives need to better fund public schools, and that will help to foster greater collaboration among labor and management. Like many, the former union President of Green Valley stated, “State funding continues to be a challenge to education.” His counterpart, former Assistant Superintendent, further adds, “Something that would allow for opportunities, via loosening of restrictions and providing funding to support collaboration, would be good.” The union President of Oakdale Regional believes that, “...the only thing legislatures could do to help facilitate collaboration is better fund public education and take away policies that bind us.”

Each of the study participants was also asked about their thoughts on initiatives and/or mandates from outside entities that might help to spur collaboration in districts where it is not yet present. There was a general apprehension among the participants about mandates for collaboration. As stated earlier in this section, the will of the participants to collaborate was paramount. Many stated that collaboration could not be forced. The current

Uniserv Rep for Smithfield County stated that she "...would like to see more local associations try it [collaboration] and better support each other in the process."

Former Assistant Superintendent of Green Valley schools further stated that, "Those who do not want to collaborate will find ways to circumvent it if they really want to avoid or see no benefit in collaborating." He further stated, "Mandates that force collaboration can actually result in more harm than good."

Regarding the influence of outside agencies on collaboration, some interesting comments were made by the participants. Federation President in the Oakdale Regional School District stated that, "Everything impacts collaboration." She commented on the effects of No Child Left Behind (NCLB) on collaboration within schools. As a result of NCLB legislation, labor and management leaders in Smithfield County and New Salem City schools forged contractual language to specifically address the reconstitution of failing schools. It is also fair to assume that collaborative discussions regarding school reconstitution are also occurring in the Living Contract Committee in Oakdale Regional. Additionally, the Oakdale Regional Union President also commented on how,

...a state legislation reform that tied teacher pay to their license undermined collaborative efforts in negotiations, because it failed to address other certificated employees, such as nurses and therapists, who serve students in non-classroom capacities.

Likewise, the current union President in the Green Valley Schools also stated that she, "...does not believe that legislative initiatives would help to foster collaboration in districts where it does not already exist." She contends that there

needs to be a commitment that everybody needs a seat at the table on all issues. She did, however, outline the state legislative initiative that led to the inception of the PAR Program in her district. Since the state did provide funding for the initial implementation of the program, the legislation did help to spur growth of this type of collaborative structure. District leaders, though, crafted a much stronger program than that outlined by the state and continued to support their program wholeheartedly when the state later cut funding to local school districts.

Labor and management leaders in the Smithfield County School District, however, repeatedly cited collaborative byproducts that emerged from their numerous partnerships with the many local private and national foundations they have received support from, including the Carnegie Corporation of New York and the NEA Foundation. It was the existence of their already strong collaborative relationship, though, that led to the willingness of these foundations to provide additional financial support and training for new collaborative initiatives. Their collaborative successes bred even greater support for more substantive collaborative initiatives.

Another significant challenge to collaboration cited by many participants is the amount of time necessary for successful collaboration. The Deputy Superintendent of Smithfield County stated, "A pitfall of the process is the length of time it takes; it is a considerable amount of time at the table." He does believe, though, "The investment of time is worth it because of the relationships that are developed and the end results [of the process]." The Interim Superintendent of New Salem City schools does warn, though, that while collaboratively structures

often result in better decisions, “There are times when the same decision is reached, though taking months longer to accomplish.” She further asserts that collaborative structures can, at times, “...undermine my ability to do my job.” She cites her concerns with the collaborative process the district uses with the reconstitution of failing schools. The time that will be expended on the process could undermine her ability to secure the best qualified staff possible for these schools. She is optimistic, though, that a collaborative resolution will be reached with the union to alleviate her concern.

The researcher did have one final discussion with the study participants on factors that affect collaboration, that being of the perceptions of their collaborative relationship among constituent groups and the local community. Among all study sites, the district teaching staff and administration are largely aware and supportive of the collaborative relationship that exists between labor and management. In some, though, there appears to be a small sect of teachers who would prefer a return to more adversarial relations, particularly in collective bargaining, though in all it does not represent the vast majority of the union membership.

The former Uniserv Rep for Smithfield County stated that, “...with a large teaching staff of over 3000 teachers that has continuous changes in staff, it is difficult to educate all of them.” The study participants in Smithfield County believe that their foundation partners understand and welcome their collaborative approach. Local politicians, who are the taxing authority for the funding of county schools, would prefer that the association and administration have more of an

adversarial relationship, though. They do not like that the Superintendent and the union are, "...unified with concerns on funding." Some politicians have even attempted to drive wedges between the administration and the association, but were unsuccessful.

Teacher support for the collaborative relationship in Oakdale Regional is even stronger than that of Smithfield County. The union President here stated that she, "...has not had much criticism from teachers on working collaborative with administration." She said that she, in fact, gets lots of support. Similar positive comments were also made by the study participants from New Salem City and Green Valley. In all of the districts, there has not been a strong, concerted attempt to share the collaborative relationships with the parents and the larger community. In each, it appears that the community is somewhat aware of the harmonious relationship that exists between the administration and the union, but they are largely unaware of the mechanisms that created or sustain it.

The researcher also recognizes that the labor-management relationship present in each of the four study sites is not always cooperative and amiable, as the results of this study may have led the reader to believe. There are times at each site when individuals revert to antagonistic behaviors. The former union President of Green Valley School Districts stated,

It takes time and you don't ever want to forget that you never reach that moment of pure organizational bliss in collaboration and cooperation. There's always going to come along new issues, new challenges, new problems that are usually thrust upon you from the

outside. You're going to continue to have issues arise that will challenge your capacity to remain collaborative and cooperative, but strive not to forget what your major goal is all about.

He likens organizational relationships to a marriage. There will be challenges and problems in the relationship; no marriage is perfect. But you deal with them and move on, because the relationship is worth preserving.

The Teacher Program Manager for New Salem City School District explains that individuals in a labor-management relationship can act in ways that erode collaborative efforts and successes. She explains that despite collaborative efforts and modeling of union leaders, there will still be some teachers who will stick to specific contractual language, "It's 3:30. I don't have to work anymore. I'm done." Likewise, the collaborative process is also challenged when administrators choose to not follow, "...the negotiated process or the proper channels for accomplishing something." Administrators who are unwilling to follow procedures for terminating ineffective teachers weaken the collaborative process.

It was never the intent of the researcher to portray the collaborative relationships of the participants at the study sites in this study as purely collaborative all of the time. It is understood by the researcher and the participants that collaboration does not occur in every interaction between the parties at any site. Collaboration can provide a foundation for reform, but does not guarantee that any reform initiative will be successful.

As mentioned, many of the study participants cited the pressure increasingly limited funding has on their ability to remain collaborative. The former union President of Green Valley schools described the state budget as severely distressed, resulting in massive cuts to the funding of public education in the state. He further asserted, “Even those with some of the best and most collaborative relationships have found themselves tested in their ability to maintain the collaborative mode.”

The focal point of the study was, however, the labor-management collaborative relationship. Throughout the process the participants eagerly shared the positive facets of their collaborative relationships which, in turn, resulted in the significant and meaningful collaborative bond that has been formed at each study site. Their collaborative successes have demonstrated that the parties in their district have transformed labor-management relations and the quality of the educational product delivered.

Future Goals and Recommendations for Collaboration

All study participants at each of the study sites set continuing collaboration as their primary future goal. All have spoken with great pride on their collaborative accomplishments and anticipation for future collaborative work. All also hope that their work inspires others to consider the benefit of becoming partners with those they may currently consider adversaries. The district’s Teacher Program Manager in New Salem City schools, articulates well a hope that, “...the collaborative culture becomes so engrained that collaborative

structures do not need to be written into the contract; it's just how we do business." Many also stated a hope that collaborative successes help to spawn greater support for public education.

In terms of preparing for collaboration, particularly that for collaboration in the collective bargaining process, most participants seems to place a high value on training and do recommend it to others interested in Interest-Based Bargaining and for forging a more collaborative relationship between labor and management. In Smithfield County where the IBB process was used extensively, all five study participants were emphatic with the need for collaborative training, citing it as "...absolutely crucial to forming and sustaining a collaborative relationship." The participants here outlined in detail how the training taught them to focus on issues, facilitate discussions, and move people to consensus on a resolution. Not one study participant in Smithfield County had a negative comment about training.

Study participants in the Green Valley Secondary School District likewise have positive feeling about training for collaboration. There was not much discussion on training they may have received, but the participants here emphasized that good collaborative training should include helping all participants understand the rules and concepts of collaboration, as well as the functions of both teacher unions and school district operations. The former union President described the district's administrative academy that is required of all administrators. In the training,

...effort is made to instill in district and site-level administrators the benefits and advocacy in helping to establish, maintain, and sustain cooperative and collaborative relationships with the teachers' union and its representatives, and also among administrators, teachers and others at the various school sites.

At one time labor and management leaders in New Salem City did receive training in the IBB model of collective bargaining from the Harvard School of Management. There has been subsequent collaborative training over the years, though the study participants did not necessarily refer to it frequently. There are, however, currently plans for IBB training to be provided by the corporate foundation from which the district received a significant grant for the upcoming round of collective bargaining, and the study participants seem optimistic about the benefits that will come from the training. The current Interim Superintendent believes that collaborative training would be "...good for the vast majority." She further asserts, though, "I think some people are incapable of working collaboratively; they will never be able to separate themselves from what they want."

The current union President in New Salem City stated that their union has, "...not explicitly done a good job of training our people in leadership positions for collaboration." He does state, though, that many of their leaders have been involved in collaborative efforts at the building level and have emerged into leadership positions having already had on-the-job training to be collaborative. He further recommends training for those who have not had a collaborative

relationship, stating that they need, "...an outside presence to create a neutral ground." He also believes that involvement in informal networks, like TURN, are also beneficial as they allow the opportunity to witness collaborative efforts and structures in use in other districts, and open up the potential available in one's own school system.

The opinions of the value of collaborative training among study participants in the Oakdale Regional School District are also largely positive. Some of the participants have attended training in the IBB model. Those who have not do believe that training can be beneficial. The newly appointed Superintendent, though, had received IBB training from the Federal Mediation and Conciliation Service for negotiations with classified employees in his former district. He personally did not view the training as very valuable, but, "...would recommend it to other considering an IBB approach, and who have not had much experience with it or are coming from a completely different view point."

Some final points of advice given by study participants are to develop relationships by meeting frequently and regularly. The union President in New Salem City suggested that the parties, "Set small achievable goals, so that you can experience some success and build trust before you tackle the big ones." The former Uniserv Rep for Smithfield County stated, "Begin with the best training that you can afford, including training for your own facilitators." She said that districts should approach it as if the district were seeking the best training for reading or other academic instruction training.

Many suggested seeking help from national organizations, networks of other like-minded groups, as well as from individuals in places where collaboration is strong; they will be more than willing to help. The union President of Oakdale Regional suggested that in negotiations, “Have conversations rather than just exchanging proposals.” Sincerely attempt to understand the point of view of others. Remember that collaboration is not compromise, but rather a joint, collaborative effort to find creative ways to address the needs of all interested parties.

CHAPTER 5

DISCUSSION

Summary of the Findings

The primary focus of this multi-site case study was to uncover those factors that facilitated or inhibited collaboration between management and labor representative groups. Labor and management representatives from school systems that have a strong and well-documented collaborative relationship served as study participants. They provided the bulk of the data collected. The negotiated teachers' contract provided additional data for the study.

The primary research question for this study was, "What factors facilitate or inhibit collaboration between labor and management in public school systems?" This broad question provided the framework for the study. All data collected focused on attaining a greater understanding of how collaboration was formed, employed and sustained. It was, however, the research sub-questions that more specifically probed the key facets of collaborative relationships: the parties' functional understanding and use of collaboration; the formation and maintenance of collaboration; the impact of collaboration on the collective bargaining process; and, the byproducts of a collaborative relationship.

The first research sub-question was, "How was collaboration defined by the various participants, and how do their actions reflect their definition of collaboration?" The first question was addressed primarily in the preliminary

telephone interview phase of the study. The researcher was concerned that potential study participants would assert the presence of a collaborative relationship between labor and management at their site, which may not necessarily be the case. The researcher understood that many school administrators and union leaders equate authentic collaboration with compromise, which inaccurately ignores the mutual benefit and gains focus of collaborative relations.

The initial contact at each potential study site verified the presence of authentic collaboration by citing examples of collaborative structures present in the form of joint committees, the contract or other written commitment to collaborate, brief anecdotal accounts of collaborative behaviors between district administration and union leadership, and a description on the impact of collaboration in the collective bargaining process. It was the ability of the potential study participants during the initial contact to articulate examples of collaboration related to many, if not all, of these that led to further exploration of their participation in this case study.

Throughout the data collection phase of the study, participants demonstrated their understanding of collaboration as a joint problem solving commitment between labor and management leaders. They cited numerous examples of cases where the parties sought to address concerns that either party raised, as well as the parties' commitment to collaborate at their site. None of the study participants, though, were explicitly asked to define collaboration. It was the intent of the researcher to have the participants demonstrate their

understanding of collaboration by citing its functional use at their site. In citing examples of collaborative structures and collaborative actions between the parties, their understanding of authentic collaboration was better ascertained than through an ambiguous definition of collaboration or unsupported belief that collaboration was present in their district.

The second research sub-question was, “What factors helped to initiate and sustain collaboration in the districts participating in this study?” In attempting to understand how collaboration was formed and sustained at each site, the study participants outlined the events that led to the formation of collaboration between the district administration and teacher union leaders in their school system. In each there were turbulent events that placed significant pressure on the labor-management relationship. Key individuals saw great potential in improving the relationship and quality of the educational product by changing the relationship paradigm to one that was less adversarial and more cooperative. These transformational leaders worked with the other party, as well as their constituents, to identify possible venues to collaborate. As the parties experienced successes, collaborative initiatives expanded.

Since the inception of concerted collaborative efforts, the participants at each site have experienced various challenges to their collaborative relationship. Funding of the daily operations of most school systems continues to be problematic. Society, at large, continues to scrutinize public school spending and performance. Each of the participants spoke of the challenges that have emerged from funding limitations, and the impact on the parties’ ability to remain

collaborative. The participants also spoke of the impact that changes to key management and labor leadership positions had on their collaborative relationship. Despite these challenges to sustaining their collaborative relationships, the parties have remained focused on their shared vision and strive to continue to strengthen the collaborative bond that has emerged.

The third research sub-question was, “What factors facilitated or inhibited the formation or maintenance of collaborative structures during the collective bargaining process and on a regular basis?” In all study sites, collaboration had significantly impacted collective bargaining. District administrative and teacher union representatives found much common ground in contractual language and teacher compensation structures. The parties not only addressed the routine bargaining topics of salary, fringe benefits and working conditions, but forged contractual language that established a greater role of teachers and the teachers’ union in policing its own membership, defining the mission and direction of the school district, and taking a greater responsibility for student achievement. The parties jointly expressed great concern for the dwindling financial support public education receives coupled with the unprecedented public demand for greater accountability that currently exists.

There was extensive discussion with all study participants on the use and merits of Interest-Based Bargaining. Most participants had some training and experience using it. In Smithfield County School District, all participants were unified in their belief that the IBB process had transformed collective bargaining in their district. The process was also applied to other facets of collaboration in

the district. Many of the participants at the other study sites were also positive on their experience and opinion of IBB. There were, however, a few study participants that had minimal experience with the process and seemed unsure of the extent of its benefit. Additionally, there were two participants that warned on relying too greatly on IBB as the sole means for infusing collaboration in the collective bargaining process. All participants, however, were united on the need for quality IBB training.

The final research sub-question was, “What collaborative byproducts resulted from the collaborative relationship between labor and management?” As study participants discussed the evolution of collaboration in their district, they were able to share a plethora of collaborative structures that had emerged from joint labor-management efforts. Many of these initiatives resulted in the teachers, and their representative union, assuming a greater stake in and responsibility for student academic performance. Additionally, they were given greater input in the formation of district initiatives and the decision making process. Management was no longer forced to make all decisions and face scrutiny solely for their decisions. Collectively, the parties were better able to create and implement more meaningful programs and better address student and staff needs.

The collaborative relationship also resulted in the parties working together to address some of the external pressures forced onto American public schools. They collaborated to address the mandates of No Child Left Behind and its consequences for schools that fail to meet Adequate Yearly Progress. The parties collaboratively sought ways to more efficiently utilize increasingly limited

resources, as well as improve teacher productivity and compensation. By jointly working with their respective funding mechanism and other outside sources, the parties at some sites were better able to secure additional funding for new initiatives within their school system.

Impact of the Study

Criticisms of American public education discussed in the Literature Review date back to the late 1950's and the United States' space race with Russia. Scrutiny of American public education was reinvigorated in 1983 with the Reagan administration's publication of "A Nation At Risk," which cited grave concerns with the academic performance of America's youth and the lack of preparation the public schools do in preparing its youth for life after formal schooling. Repeated calls for improving America's public schools continued and culminated with the strongest federal legislation to date, which came to be known as the No Child Left Behind Act of 2001. This sweeping reform legislation attempts to eliminate the achievement gap between various ethnic and socioeconomic groups by mandating that every child meet proficiency standards. Failure of schools to ensure that each of its students attain these performance standards can result in serious consequences, including the reconstitution of the school staff and state takeover of its governance.

The argument made by many against those who criticize public education is that these attacks on public education are fueled by individual and political party hidden agendas. There is, however, widely accepted data that supports the

claim that American students' educational performance lags behind that of some of their peers in other industrialized nations. Regardless of opinion, the need for continuous improvement of American public education is crucial to strengthening society and addressing its ills.

Additionally, the role of the teachers' union has evolved from that of the industrial model of the early and mid twentieth century to one that places greater emphasis on utilizing valid research to inform daily practice. The modern teachers' union is evolving into one that places a greater importance on professionalism, shared governance and responsibility, as well as innovation and collaboration. As evidence in the Review of the Literature, there are ample examples of successful labor-management collaborative partnerships in education and the private sector that its value can no longer be questioned.

The impact of change on an organization can be significant. Of the facets of change theory discussed in the Review of the Literature, it seems evident that the participants in this study were dissatisfied with the status quo of the relationship that had existed between labor and management. As change was studied and explored, the parties became united in philosophy and committed to achieve a common purpose. As labor began to feel that they had a vested interest in strengthening the organization, their commitment to change was further spurred. In partnering with labor, management found willing partners in change, as well as expanded support and commitment. When change is managed, it can markedly improve employee productivity, the quality of output, as well as employee buy-in and morale.

For some, particularly those who already understand the merits of collaboration, this study may not have provided any new pioneering information on labor-management relations. This study has, however, offered greater insight on the practical application of collaborative principles to labor-management relations within public school systems. The reader now has a stronger functional understanding on the merits of forming a collaborative partnership and use of specific collaborative structures that leaders in any public school system could embrace and experience success.

The results of this study and other research on the subject should challenge those administrators and union leaders who cling to the hierarchical, industrial model of management and unionism to consider what the growing body of research has presented on this topic; that the scope of unionism should be expanded beyond the bread-and-butter issues to include the professional issues of shared governance, accountability, responsibility, as well as the sharing of accolades with management. Likewise, the role of management being the sole decision-making body and enforcer of productivity is outdated. Labor shares the same goals as management: improved productivity and efficiency; quality output; and, improved compensation and job security. As labor and management work more in tandem with each other, their creative output will be greater than either party could do alone.

The participants in this study have shared a plethora of successful collaborative initiatives. Their model is not widespread among public education entities, though union and management leaders at these study sites have

learned from many of their counterparts across the nation how to embrace collaboration and cooperate with management. They have invested significant time into understanding the research, learning from others and committing to their own future successes. The parties at each of these sites have formed a sense of shared destiny. Like the counterparts that have shared their experiences on collaboration with them, they have graciously shared them with the researcher and the readers of the study.

Recommendations for Future Research

While there are strong models for collaboration between labor and management in public education, they represent a miniscule percentage of those educational entities in America. There is significant need to share the practical daily collaborative practices that are occurring in school districts where collaboration is flourishing with educational and union leaders across the country. It is a reasonable assumption that most school administrators and teachers would embrace collaborative principles and practices if they better understood how they work and how successful they can be. The sharing of collaborative successes needs to be a primary goal for all researchers on this topic.

There have been some successful funding initiatives at some of the sites in this study where increased funding has significantly improved the quality of education delivered. The researcher points to financial incentives offered in Smithfield County to attract and retain high quality teachers to the neediest schools, and the impact that had on student achievement. Additional research,

perhaps a mixed methodology, exploring the extent that the funding of new initiatives had on student performance, could offer insight into those initiatives that offer the greatest potential in the most cost effective manner. With greater public demand for accountability and increasingly limited funding for new initiatives, school systems need to know which initiatives offer the strongest potential benefit.

Additional qualitative research on the impact that shared governance has on administrator and teacher perceptions of their efficacy and job satisfaction could shed light on the extent that professional unionism is impacting school employee job performance and retention. This research coupled with related quantitative research on student academic performance, from those school systems with strong collaborative relations as compared with those traditionally governed schools that have similar demographics, could offer great insight into the extent that labor-management collaboration has on student academic achievement.

In addition to the need for greater depth and breadth in research on collaboration between labor and management entities in both public and private sectors, the role of government support for collaboration in public education must be acknowledged. In the state where the Green Valley School District resides, state mandates and related funding support for Peer Assistance and Review programs helped prod the school district to define and implement their program. Without the direction and support of the state, the district may not have been able to create this program. With the federal and state governments mandating many

directives on public school systems, it is important they provide support for those collaborative initiatives that have demonstrated or offer great promise for improved efficiency and performance. Mandates without adequate funding and support only erode confidence in public education and derogate the effort of those who dedicate themselves to educating America's youth.

Conclusions

In analyzing the collaborative relations and structures that have evolved between labor and management at each of four study sites, it became evident that collaboration has the potential to significantly improve labor-management relations, as well as the quality of service the organizations provide. While unique in its own right, each study site has undergone a similar history of turbulent relations, positional behaviors, and evolution to collaborative relations and concrete structures. In each there is great belief in the benefit of and a strong commitment to collaboration.

The collaborative structures and behaviors presented in this case study provide an excellent model for other educational entities to emulate. Virtually all of the specific structures outlined here are applicable to just about any public educational system in the country, as all face similar problems and concerns. Most public school systems across the nation are forced to address increasingly limited funding, stronger public demands for increased accountability, the needs of an increasingly evolving student population, as well as to need to attract the most qualified and creative adults to the teaching profession. The collaborative

structures employed by school systems in this case study are having some success in addressing these needs. Their lead provides great hope in strengthening American public schools.

The lessons learned at Smithfield County, Green Valley Secondary, Oakdale Regional and New Salem City School Districts also provide great insight for other public and private entities. The concept that management and labor share a common goal and can work jointly for the betterment of all seems applicable to virtually all other sects of society. The leaders of various levels of government and corporations of all sizes, along with their employee representative groups, can apply the collaborative concepts presented here to improve management and labor relations, increase productivity and output, as well as find creative ways for increased funding and greater profit.

It is important for any organization embarking on its own collaborative journey to learn from the lessons of those who have gone before them. From the study participants at these sites, it has become evident that initiating a collaborative relationship requires transparency and great commitment. Trust among the parties must be cultivated in order to achieve significant and meaningful collaboration. There will be challenges in sustaining and strengthening the collaborative relationship. In the end, though, the result will far outweigh the trials the parties will experience.

Schools are often referred to as microcosms of the larger society in which they reside. From these smaller organisms, other entities and the larger society as a whole can learn that working together for the common good of all is much

more productive than working in opposition to each other. By embracing the concept of collaboration with labor organizations, corporate leaders are also beginning to use collaboration to transform their organizations into more efficient machines that provide a higher quality product in the most efficient manner. Management is beginning to realize that labor has an equally vested interest in the long-term success of the company, and is beginning to treat them more as partners working toward a common goal and less as subordinates in need of constant direction and supervision. Likewise, labor and its representative leadership are beginning to acknowledge that they should share in the goal of the highest level of efficiency and productivity possible. Professional unionism demands that labor share in, not only the governance of the organization, but also in its successes and shortcomings. A narrow focus on improving employee compensation and working conditions does little to improve employee morale and the stability of the organization. When all interested parties reach the realization that they have more in common than in opposition, the organization with thrive and all of its beneficiaries prosper.

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APPENDICES

APPENDIX A

Preliminary Sample Selection Protocol

Name of individual interviewed:

Name and location of school district:

Current position:

1. Describe the extent of collaboration in the between your district's administration and the teacher's union.
2. Approximately how long has collaboration been a significant part of the relationship between your district's administration and the teachers' union?
3. Do you have documents that demonstrate your district's and union's commitment to collaboration (such as a statement of intent, contractual language, memoranda of understanding, board minutes, association minutes, newspaper articles, etc.)?
4. Have multiple participants from both the district administration and the teachers' union in each district are needed for this study. Who in your district would have great insight to offer to this study? Would it be ok for me to contact them to ask their willingness to participate in this study?
5. Please describe your district demographics. Would you consider your district to be an urban, suburban, or rural district? What is you approximate district size in terms of student population and numbers of teachers? How would you categorize the socio-economic status of families in your community?

APPENDIX B

Consent Form

Factors that facilitate the formation and maintenance of collaboration between school management and employee representative groups

Investigator's Name: Matthew K. Noggle
Department: College of Education
Educational Leadership and Policy Studies

Telephone: (610) 447-0623 (h)

Advisor: Dr. Corrinne A. Caldwell

Department: College of Education
Educational Leadership and Policy Studies

Telephone: (215) 204-6174 (o); (610) 353-0633 (h)

I am currently engaged in the study of collaborative efforts between public school district administrations and their respective teacher associations. This case study seeks to uncover the factors that facilitated the formation and maintenance of collaborative structures in districts that have established collaborative relationships. You have been selected to participate because of the documented collaborative practices that exist between the administration and the teacher association in your school district. To help gain insight into this phenomenon, I am asking you to participate in one or more interviews, in which you will be given the opportunity to describe collaboration in your district, its benefits and pitfalls, as well as your personal experience with collaboration. Interviews will be conducted via telephone conversation at a time that is convenient for you.

The data you provide will be recorded and kept anonymous. Your participation, identity, and any information obtained from the interview will be kept strictly confidential. The recorded telephone interviews will be transcribed, coded for data analysis, and stored in a secure location.

I welcome questions about the research at any time. Your participation in the study is solely voluntary, and you may refuse to participate at any time without consequence or prejudice.

Questions about your rights as a research subject may be directed to Richard Throm, Program Manager & Coordinator, Institutional Review Board, Temple University, 3400 N. Broad Street, Philadelphia, PA 19140, (215) 707-8757.

Consent to participate will be recorded prior to the commencement of the interview process. Your recorded oral assent indicates that you understand the contents of this Consent Form and that you agree to take part in this study.

Participant's Name

Investigator's Signature

Date of recorded assent

APPENDIX C

Permission to Digitally Record

Factors that facilitate the formation and maintenance of collaboration between school management and employee representative groups

Investigator's Name: Matthew K. Noggle
Department: College of Education
Educational Leadership and Policy Studies

Subject: _____ Date: _____

Log #: _____

I give Matthew K. Noggle permission to digitally record my telephone interview. This recording will be used only for the following purpose(s):

RESEARCH

This digital recording will be used as part of a research project at Temple University. I have already given consent for my participation in this research project. At no time will my name be used.

WHEN WILL I BE DIGITALLY RECORDED?

I agree to be recorded during the time period: September 2008 through December 2008.

HOW LONG WILL THE TAPES BE USED?

I give permission for these recordings to be used from September 2008 through May 2009.

The digital recordings will be stored on an electronic storage device and locked in a secure container at the investigator's residence for a period of three (3) years after completion of the study.

WHAT IF I CHANGE MY MIND?

I understand that I can withdraw my permission at any time. Upon my request, the digital recording(s) will no longer be used. This will not affect my care or relationship with Matthew K. Noggle or Temple University in any way.

OTHER

I understand that I will not be paid for being digitally recorded or for the use of the digital recording(s).

FOR FURTHER INFORMATION

If I want more information about the digital recording(s), or if I have questions or concerns at any time, I can contact:

Investigator's Name: Matthew K. Noggle
Department: College of Education
Educational Leadership and Policy Studies

Institution: Temple University

Address: 715 Oxford Lane
Wallingford, PA 19086

Telephone: (610) 447-0623

This form will be placed in my records and a copy will be kept by the person(s) named above. A copy will be given to me.

Please Print

Subject's Name: _____

Date: _____

Address: _____

Telephone: _____

Date of recorded assent: _____

APPENDIX D

Interview Protocol

Factors that facilitate the formation and maintenance of collaboration between school management and employee representative groups

Investigator's Name: Matthew K. Noggle

Department: College of Education
Educational Leadership and Policy Studies

Telephone: (610) 447-0623 (h)

Advisor: Dr. Corrinne A. Caldwell

Department: College of Education
Educational Leadership and Policy Studies

Telephone: (215) 204-6174 (o); (610) 353-0633 (h)

Interview questions:

1. Please tell me a little about your professional life, i.e. number of years teaching, subject area taught, number of years in leadership/administrative position, your role/experience in this position, your experience with collective bargaining, etc.
2. Please tell me about collaboration in your district.
3. When did the discussion of starting a collaborative dialogue begin?
4. Who were the initial key players, and what has your involvement been?
5. How did your district's collaborative relationship evolve? Were there any specific events that pushed either side to consideration collaboration?
6. How have collaborative efforts in your district affected collective bargaining?

7. How is collaboration currently used in your district, specifically in committees, negotiations, and the daily relationship between the administration and the union?
8. What challenges has your district encountered, and how were they overcome?
9. What other outside factors do you think might affect collaboration in your district?
10. Is there anything else you'd like to share?