

A COMPARATIVE ANALYSIS
OF PUBLIC SCHOOL COLLECTIVE BARGAINING AGREEMENTS
IN FLORIDA

by

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ABSTRACT

This study examines the terms and conditions found in the 67 Florida public school collective bargaining agreements. Such collective bargaining agreements are negotiated between two parties, the teacher unions and their employers, under Florida Statute 447. The purpose of this mixed-methods study, conducted using both qualitative and quantitative research methods, is as follows: 1) to determine the extent to which CBA provisions exist within the master contracts of Florida teachers (2016-2017) and; 2) to determine the extent to which, if any, collective bargaining provisions vary among school districts (i.e. district size, district performance, district locale). The study finds that none of the eight desirable provisions were present in all 66 collective bargaining agreements indicating that collective bargaining agreements vary in terms of the inclusion of desirable provisions for teachers. The study also finds that that spatial relationship plays a role in determining bargaining outcomes. The results of this study provide insight into the terms and conditions of collective bargaining agreements in Florida; thereby providing Florida school districts with information to construct the best possible competitive contracts in the future, which would then attract top talent as well as to protect the best interests of their districts.

For Myself, Doris, Stuart, Corey, and Bella

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CHAPTER ONE: INTRODUCTION

One of the most important if not the most important set of regulations that govern school district policy is the collective bargaining agreement which can run hundreds of pages (Strunk & Grissom, 2010). According to The National Labor Relations Act (NLRA) of 1935, collective bargaining is defined as:

“the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession” (p. 9).

Congress enacted the Wagner Act, or the National Labor Relations Act in 1935 to protect the rights of employees and employers to bargain collectively (National Labor Relations Act, 1935).

Collective bargaining in education has since had a profound impact on schools because of the difference that collective bargaining agreements or CBAs make with educators regarding the conditions of their employment.

Hornick-Lockard (2015) found that 45 of 50 states were able to use collective bargaining for negotiating items such as better wages and improved working conditions. Florida is one of the 45 states which has mandated collective bargaining within the public school system under Florida Statute § 447 (2018). Collective bargaining allows teachers to speak freely for what is best for both students *and* teachers. According to Florida Statute § 447.309 (2018), Labor Organizations, the certified bargaining unit shall bargain collectively with attempt to represent

the views of the public employees within the bargaining unit. An agreement shall not be binding until approved by the public employees who are members of the bargaining unit. When unions create better working conditions for their teachers, they are more likely to remain at those schools, rather than move on to seek a different school with better conditions. This may also encourage more professionals to enter teaching (Hannaway & Rotherham, 2010). A study done for the National Bureau of Economic found that financial incentives helped low-performing schools attract and keep academically talented teachers (Steele, Murnane, & Willett, 2009). A competitively allocated \$20,000 incentive called the Governor's Teacher Fellowship or GTF was offered to attract talented inexperienced teachers in California in 2000 and 2002 (Steelman, Powell, & Carini, 2000). The California study found that without the GTF incentive, teachers would have been less likely to teach and/or remain in low-performing schools for at least four years (Steele, Murnane, & Willett, 2009).

It has been shown that highly effective teachers are the most important within-school determinant of student success (Gallagher, Goodyear, Brewer, & Rueda, 2012). Because classroom teachers are essential to student success (Gallagher, Goodyear, Brewer, & Rueda, 2012), it is vital to attract and retain the best possible candidates. "Researchers finally have demonstrated what parents long have known: teachers differ in effectiveness, and those differences can have long-lasting effects on students' learning and life chances" (Hannaway & Rotherham, 2010, p. 111). One of the key elements in attracting and retaining the most qualified teachers is the provision of competitive salaries and fringe benefits, items that are always included in a typical collective bargaining agreement (Hannaway & Rotherham, 2010). Florida Statute § 447.308 (2018) states the bargaining units shall jointly bargain collectively in the

determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.

There are different contract terms a teacher may negotiate, such as an annual contracts and tenure contracts. At the time of the present study, all new teachers were being issued annual contracts that last for no longer than a school year (Florida Statute § 1012.3). Teachers who already had tenure contracts written before July 1, 2011 have been grandfathered and can continue to work under those contracts (Florida Statute § 1012.3). Tenure contracts are continuing contracts that allow teachers to teach in a district for as long as he or she chooses to teach unless they are dismissed after due process of legally specified reasons (Johnson et al., 2008).

Statement of the Problem

School reform is directly or indirectly related to teacher collective bargaining (Hannaway & Rotherham, 2010). Such relationship makes collective bargaining such an important topic of concern especially in Florida, with its status as a leader in education reform (Bormna & Dorn, 2007). Teacher collective bargaining studies largely focus on the potential influence of the provisions in collective bargaining agreements on teacher and student achievement (Goldhaber, Lavery, & Theobald, 2014). Other discussions of data are dedicated to what influences which provisions end up in these contracts (Goldhaber, Lavery, & Theobald, 2014; Lewin, Keefe, & Kochan, 2012). To date, there has been limited information on Florida educators' public school collective bargaining agreements (CBAs), specifically regarding their similarities and unique aspects and content.

Considering what research says about the impact CBAs have on school district recruitment and performance, research has still overlooked what factors influence the provisions that ultimately are found in the CBAs. For example, one study found that although collective bargaining increase school budgets, they ultimately have a negative effect on student achievement (Hoxby, 1996). “Teachers’ unions are primarily rent seeking, raising school budgets and school inputs but lowering student achievement by decreasing the productivity of inputs” (Hoxby, 1996, p. 711). Hoxby (1996) refers to “rent seeking” as teachers’ unions wanting different inputs than parents do because the unions’ goal is not student achievement. Another study by Levin and Quin (2003) found that collective bargaining transfer policies allows suburban districts to hire teachers earlier than urban districts can. “Because of hiring delays, these districts lose substantial number of teacher candidates...including the most promising and those who can teach in high-demand shortage areas—to suburban classrooms that typically hire earlier” (Levine & Quinn, 2003, p. 5). It is not that teachers are not applying, it is that teachers would become frustrated with the late urban hiring timeline and slow processes and accept a position in a suburban district (Levine & Quinn, 2003). The impact that collective bargaining has may not be clear but what is clear is that collective bargaining agreement provisions shape district policy (Strunk, 2011).

With the influence that collective bargaining agreements can have on a district, unions need to ensure that the necessary steps are taken toward improving the process of collective bargaining. Usually teacher contract and the provisions present remain in place for several years. In Florida, under Florida Statute 447.309, subsection 5, collective bargaining agreements shall not exceed a term of more than three years. If a contract is lacking provisions, it is brought up at

the next set of contract negotiations (Lieberman, 1997). In order to improve collective bargaining agreement provisions in the future, unions need to be aware of the variations in collective bargaining from district to district. “Districts and unions alike may learn from and contribute to their neighbors’ bargaining decisions” (Goldhaber, Lavery, & Theobald, 2014, p. 1279). The use of specific terms and conditions in one district’s collective bargaining agreement may be used in another district however, Goldhaber, Lavery, and Theobald (2014) have found that geographical location influences the provisions that end up in CBAs.

Exploring collective bargaining agreements may provide a source of valuable information for both unions and Florida districts.

Purpose of the Study

The purpose of the mixed-methods study is as follows: 1) to determine the extent to which CBA provisions exist within the master contracts of Florida teachers (2016-2017) and; 2) to determine the extent to which, if any, collective bargaining provisions varies according to the school district (i.e. district size, district performance, district locale). To that end, the research questions are as follows:

1. To what extent, if any, do collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements?
2. How does the presence or absence of the selected collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale)?

The understanding gained through this investigation provides useful information to policymakers and practitioners in the state of Florida and offers ways to more effectively generate collective bargaining agreement provisions.

Conceptual Framework

The conceptual framework used to guide this study includes the selected contractual provisions involving the collective bargaining agreements (Goldhaber, Lavery, & Theobald, 2014). A teacher collective bargaining agreement or CBA is a legal document that covers a wide array of school district rules which are legal rights and obligations of the school district and the teachers' union (Lieberman, 1997; Goldhaber, Lavery, & Theobald, 2014). Items included in a teacher collective bargaining agreement govern everything including but not limited to: hiring, compensation, teacher transfers, evaluations, professional development, promotion, grievance, and termination (Goldhaber, Lavery, & Theobald, 2014). "Teachers' union-district collective bargaining agreements can be broadly classified into four areas: benefits, working conditions, evaluations and grievances, and Association rights" (Strunk & Reardon, 2010, p. 639).

"Literature has largely ignored the factors that may determine which provisions appear in CBAs in the first place" (Goldhaber, Lavery, & Theobald, 2014, p. 1275). An assessment of collective bargaining agreement provisions, when examined in terms of their presence or absence in Florida school district collective bargaining agreements, should provide valuable insights especially with the potential relationship that may occur. Goldhaber, Lavery, & Theobald (2014) offer eight collective bargaining provisions as a basis for understanding public school collective bargaining agreements in Florida. To that end, Goldhaber, Lavery, & Theobald (2014)

provisions were used as the conceptual framework and can be used for examining the data.

Table 1 presents both the provision categories and the accompanying questions for consideration as part of the broader components of the conceptual framework.

Table 1 : Selected Contractual Provisions and Accompanying Questions

Accessibility	How many provisions does the CBA contain? How many times was the district contacted to obtain the CBA? How long is the CBA?
Association	Is there a no strike/lockout clause/ concentrated activities/work stoppage? Does the district pay for release time for negotiations for union members?
Hiring and transfers	Is seniority used to decide who is voluntarily transferred? Is seniority used to decide who is involuntarily transferred? Does CBA require that district post all certificated vacancies/make them available to teachers in the district? If position is filled with probationary/temporary teacher, will it be reopened the following year to members seeking transfer/reassignment? Does CBA specify the order in which district can consider new employees?
Workload	Is there a maximum class size for 4th grade? 8th grade? 9–12th grades? Is collaboration time set aside in CBA for 4th grade? 8th grade? 9–12th grades? Does the CBA specify a given length of the school day?
Evaluations	Are there consequences for receiving a negative/ “unsatisfactory” performance evaluation? Are teachers with four years or more experience, who meet or exceed standards on previous evaluation, evaluated on a different schedule from less experienced teachers? Does CBA/evaluation rubric define the final rating categories? Does the CBA

	allow for teachers to rebut or appeal a negative evaluation?
Grievance	May the teacher grieve disciplinary action? Does the grievance go to the board? Does the grievance go to mediation? Does the grievance go to arbitration?
Layoffs	Is seniority the primary factor that determines the order of layoffs? Do factors other than seniority determine the order of layoffs? Does CBA provide for recall rights after layoffs? Does CBA specify how re-employment offers are made after layoffs? Does CBA specify that re-employment offers are made in reverse seniority order after layoffs? Can members reject a re-employment offer after layoff?
Leave	Do members receive leave of absence for family illness/family care? Do members receive parenting/child-rearing leave? Do members get additional leave for pregnancy/maternity? Does CBA specify what members' rights of return are from this leave?

Table 1 provides 40 provisions which have received considerable amount of attention by teacher or media literature (Goldhaber, Lavery, & Theobald, 2014). The responses of these questions are similar to answering a yes/no response survey. More specifically the conceptual framework is narrow to include eight selected provisions from the identified 40 collective bargaining provisions reported by Goldhaber, Lavery, and Theobald (2014). Those questions are as follows:

One provision for each of the eight categories was identified based on relevant extant research (Goldhaber, Lavery, & Theobald, 2014). That earlier study drew from the extant literature to identify 40 salient collective bargaining agreement provisions, grouped into eight categories. The researcher selected the provisions based upon the importance and concern of the

provisions in instructional collective bargaining agreements. These provisions reflect topics/issues receiving considerable attention in the press and teacher labor literature. Collective bargaining provisions involving policies has been more recently concerned with the potential consequences of specific CBA provisions (Goldhaber, Lavery, & Theobald, 2014). For example, the federal government’s Race to the Top grant changed evaluation policies for teachers and created a lot of attention in education news (Goldhaber, Lavery, & Theobald, 2014).

Following below are the identified provisions and the supporting rationale for their inclusion in this study:

Table 2: Rationale for Selected Provisions

Provision	Rationale for selected provisions
1. Does the district pay for release time for negotiations for union members?	For provision one, there were two questions from the category of association. Provision one (pay for release time) was selected from the two because the other question asks about striking and work stoppage. According to the Florida Constitution, section six states, Florida is a right to work state meaning that Florida has the right to bargain collectively through a labor union. Public employees shall not have the right to strike (§ 447.505). A public employee who violates the prohibition to strike will receive penalties by Florida Statute § 447.507 which is why this question was not selected.
2. Does CBA require that districts post all certificated vacancies/make them available to teachers in the district?	Association is the category for provision two. Senate Bill 736, The Student Success Act, no longer allowed Florida teachers to receive tenure contracts if they were hired after July 1, 2011 (§1012.33). For this reason, the questions relating to seniority transfers is more relevant to continuing contracts hired before 2011, which is why those questions under the category hiring and transfers were not selected for this study. First year teachers as well as annual contracted teachers who were

	not renewed would be interested in certified vacancies available to teachers in the district.
3. Does the CBA specify a given length of the school day?	Provision three is under the category of “workload”. The question regarding class size under this category was not selected because of the addition to the Florida Constitution in 2011 for public education. Maximum class size is outlined along with consequences for not meeting class size requirements (§ 1003.03). The other question not selected was about collaboration which is usually set by the principal of a school or voluntarily by teachers. The decision to select the question regarding the length of the school day was because of the importance of the expectations set for the workload of a teacher in a collective bargaining agreement. The collective bargaining’s final agreement limits the employer from changing the terms which have been agreed upon in the contract and lays out the responsibilities of employees (Hannaway & Rotherham, 2010).
4. Are there consequences for receiving a negative/unsatisfactory (needs improvement) performance evaluation?	Senate Bill 736 brought about a new annual evaluation system for all teachers using four distinct levels of effectiveness: highly effective, effective, needs improvement, and unsatisfactory (FEA, 2016). This new evaluation system has been a topic receiving considerable attention in the press & teacher labor literature which is why this question was selected for a provision.
5. Does the CBA allow for teachers to rebut or appeal a negative evaluation?	According to Steve Perry (2011), one of teacher unions’ three main goals is defending teachers who have been reprimanded/negatively evaluated. For this reason, this provision is concerning for union members as well as teachers. Florida Statute §1012.34 (<i>Personnel Evaluation and Procedure</i>) states that an employee rated as unsatisfactory shall be placed on performance probation for 90 calendar days. Teachers rated as needs improvement or unsatisfactory will receive no salary increase (§1012.22). Teachers might be interested to appeal a

	negative evaluation to avoid such consequences.
6. May the teacher grieve disciplinary action?	As with provision five (appeal negative evaluation) unions and teachers would be interested to learn about provision six because of the actions that can be taken against a teacher.
7. Is seniority the primary factor that determines the order of layoffs?	<p>The topic of seniority is discussed in so many aspects of education. For example, In the 1960s, Albert Shanker and David Selden (AFT organizer), along with their colleague George Altomare, forged a compromise between elementary and secondary teachers to create a pay differential based on seniority and level of teacher education rather than on the grade level taught (Hannaway & Rotherham, 2010).</p> <p>Another example is a study carried out by Moe (2006). Moe (2006) developed an analytical framework for exploring the behavioral effects of seniority-based transfer rights. Anzia and Moe (2014) study is the latest study done on collective bargaining consequences for seniority-based transfer rules.</p> <p>Seniority is a topic that is mentioned frequently in the literature review which is why provision seven and eight were selected.</p>
8. Do factors other than seniority determine the order of layoffs?	As with provision seven, provision eight was selected for the same reasons because both relate to seniority and layoffs.

These provisions are used to guide the analysis related to selected provisions and demographical indicators affecting Florida school districts.

Definition of Terms

The following terms are defined in accordance with their importance and their contextual relevance in this study:

Annual contract - An instructional staff employment contract of one school year.

Bargaining Agent- A union made by a government agency or recognized voluntarily by the employer as the exclusive representative of all employees in the bargaining unit.

Constitution- Fundamental principles according to Florida state government.

County School Board Rules- Each school board has their own school board policies usually documented on the school board website.

District Grade- A letter grade of A, B, C, D, or F is assigned to each district annually based in 11 components. District grades are operating as an independent variable for the purpose of comparing contracts among categories of districts.

Educator- A person who provides education but does not necessarily teach as a job

Enrollment- The 2016-2017 student enrollment was downloaded from the Florida Department of Education website. Enrollment is operating as an independent variable for the purpose of comparing contracts among categories of districts.

Florida State Statute- A Florida written law passed by a legislative body.

Independent Variables- For this study locale codes, enrollment, and district grades were used to create categories for making comparisons.

Locale Code- A general geographic classification of U.S. territories into four types of areas, city, suburban, town, and rural. Local codes are operating as an independent variable for the purpose of comparing contracts among categories of districts.

Master contract; collective bargaining agreement - A written document which incorporates all the items of agreement which were the subjects of the collective bargaining process.

Politics- The activities associated with the governance of a school, especially the debate or conflict among the staff.

Teacher- A person who has a job teaching in a school

Teacher unions; teacher associations - Exclusive representative organization chosen by the teachers of a given school district to negotiate on their behalf.

Tenure; professional service contract (PSC) - An instructional staff employment contract which is ongoing or self-renewing.

Value-added model (VAM) – A statistical model that estimates a schools’ growth and an instructional staff member’s growth related to student achievement.

Significance of the Study

This study was intended to provide insight into understanding the prevalence of contract provisions deemed to be desirable, while also understanding their distribution among varied districts in Florida. The results obtained from the study may help provide Florida school districts with information to construct the best possible competitive contracts. This would aid in attracting top talent while also protecting the best interests of the school districts. Because of the significant influence and effect that a teacher can have on student achievement, it is desirable for school districts to attract the highest caliber candidates by offering competitive and attractive contracts. This involves understanding the law, provision of contracts, and the common terms of those contracts. Distinctions between the contracts can influence or encourage (in)equity and/or (in)equality between districts based upon size, performance and locale. The study further offers an opportunity to understand collective bargaining agreements in a more meaningful way that

generates insight into the various tenets and expectation of fair practice by the union and the school board. Given the lack of information and research on the terms and conditions of appointed Florida instructional staff, it was clear to the researcher that there was a need for additional information on the subject.

Limitations of the Research Study

Some of the data collected for this study was provided by the respective school districts, and other data were obtained from teacher union websites. The researcher relied on the accuracy of the data obtained from these two sources. Sources of data for the study were also limited to 2015-2016 public instructional staff collective bargaining agreements from the state of Florida. Florida charter schools were not included in this study. Of the 67 collective bargaining agreements, only one was not able to be obtained by searching, calling or e-mailing the local school board website and local teacher union website. Another limitation of the study includes a potential change in the researcher's selection of the eight provisions, particularly given how the researcher selected the eight provisions as based on the current trends influencing CBAs. The results of the data does not account for districts that are practicing provisions that are not included in the collective bargaining agreement. Moreover, the data collected does not account for the hidden politics involved in collective bargaining or the informal and side bar agreements that may exist outside the formal agreement. Hearing the voices of the people involved in the collective bargaining process might have made a difference in the findings.

Organization of the Study

The problem, purpose, and significance of the study, as well as definitions, limitations, and organization have been presented in Chapter One. Chapter Two contains a review of the literature and research related to the history of collective bargaining, the Florida context, and Collective Bargaining and Contractual Agreements rights using collective bargaining agreements. Chapter Three explains the methodology and procedures used to collect and analyze the collective bargaining agreements. Chapter Four discusses the findings of the study organized around the research questions which guided the study. Chapter Five concludes the study with a summary and discussion of the findings and recommendations for further study.

CHAPTER TWO: REVIEW OF LITERATURE

The review of the literature represents what other authors and researchers have already said or done to answer the research questions. This review was done specifically to give background and help answer the research questions proposed and to identify what has already been found about them.

Chapter Two is organized into three sections: (a) Historical Perspective on Teacher’s Rights (b) Florida Context and (c) Collective Bargaining and Contractual Agreements. Table 3 illustrates descriptions of the aforementioned sections:

Table 3: Literature Review Topics

	Scholars Reviewed	Key Words Used
Historical Perspective	Hornick-Lockard, 2015; Levine, Lowe, Peterson, & Tenorio, 1995; Guggenheim, 2011; Ravitch, 2006; Vachon & Ma, 2015; Ravitch 2006; Hannaway & Rotherham, 2010; Compa, 2014; Bascia & Osmond, 2012; Moe, 2011; American Federation of Teachers, 2016; Johnson et al., 2008; U.S. Constitution, Hornick-Lockard, 2015; Johnson, Musial, Hall, Gollnick, & Dupuis, 2008; National Education Association, 2016; American Federation of Teachers, 2016	Teachers rights, history of teaching, (history of) teacher unions, unionism, collective bargaining, education, working conditions, National Education Association(NEA), American Federation of Labor (AFL), United Federation of Teachers (UFT) strike, Shanker, A Nation at Risk, Senate Bill 736, labor movement
Florida Context	United States Census Bureau Reports, 2014; Smith & Rayer, 2013; Student enrolment, 2017, Weaver-Dunne, 2000; Canedy, 2003; Normore & Ilon, 2006; US Department of	Public education in Florida, education reform, teacher contract, collective bargaining, elementary public education in Florida,

	Scholars Reviewed	Key Words Used
	<p>Education; Aud, 2006; Funding for Florida School Districts Statistical Report, 2013-14; State board of education 2015-16 legislative budget request, 2014; Carlo, 2015; Education, 2007; Bornman & Dorn, 2007; Chalk, 2015; Johnson et al., 2008; Alexander & Alexander, 2012; Florida Statute §1012.32; Florida Statute, 2016; Staff, 2011; Senate Bill 736: How will it affect me?, 2016; §1012.33; §1012.22; Mackenzie, 2015; Vollmer 2010; Guggenheim, 2014; Murray & Murray, 2014; The Board of Regents of State Colleges v. Roth 1972, Lieberman, 2000; Hannaway & Rotherham, 2010; Hornick-Lockard, 2015; Vachon & Ma, 2015; Florida Statute §447.309; Ravitch, 2006; Perry, 2011; About FEA, 2016; Florida Statute § 44.103; Florida Statute § 447.501</p>	<p>Florida's growth, Florida population, students in Florida, class reduction, Governor Jeb Bush, Amendment 9, Florida public school student enrollment, Florida tax revenue, Florida Education Finance Program (FEFP), Education Enhancement Trust Fund, Florida Department of Education, A+ program, Florida Formula for Education Success, No Child Left Behind Act (NCLB), Florida Comprehensive Assessment Test (FCAT), Critically Low Schools, Sunshine State Standards, Florida ranking/grade, Florida State Statute, Teacher Contract, annual/tenure/continuing teacher contract, Senate Bill 736, the student success act, Governor Rick Scott, performance pay, traditional bargaining, Interest-based bargaining, role of the union, Florida Education Association (FEA), NEA, AFT</p>
Collective Bargaining and Contractual Agreements	<p>Strunk, 2011; Carini, 2008; Munk, 1998; Strunk & Grimson, 2010; Goldhaber, Lavery & Theobald, 2014;</p>	<p>Collective bargaining research, quantitative CBA research, Florida CBA research,</p>

	Scholars Reviewed	Key Words Used
	Moe, 2014; Koshi & Horng, 2007; Anzia & Moe, 2014; Levin & Quinn, 2003; Freeman, 2012; Anzia & Moe, 2014; Hoxby, 1996; Vachon & Ma, 2015	effects/relationship of collective bargaining

Table 3 contains a broad range of sources that are included in Chapter Two’s review of relevant literature. These sources include articles, handbooks, government documents, U.S. Census reports, Florida Statutes, empirical studies, journals, and major search engines such as EBSCO and Google Scholar. These sources provided a reasonable comprehensive review of the literature necessary for Chapter Two.

Historical Perspectives of Teacher Advocacy in Education

This section focuses on the history and influence that teachers and unions have had on collective bargaining in education over many years. The history of collective bargaining is fundamental to the union movement (Hornick-Lockard, 2015). Table 4 illustrates a timeline of Teacher Advocacy in Education.

Table 4: Historical Timeline of Teacher Advocacy in Education

Year	Historical Educational Event	Description of Historical Event
1857	Earliest form of the National Education Association (NEA)	The NEA was established as a professional association of educators under the control of superintendents, principals, and other administrators. The NEA was not in the business of representing teacher interests rather was interested in transforming the American school system.

Year	Historical Educational Event	Description of Historical Event
1901	Mary Murphy, was charged with gross misconduct and fired because she had married; however, she sued and was eventually reinstated.	
1902	The first real teacher union, the Chicago Federation of Teachers, joined the American Federation of Labor (AFL)	The emergence of the Chicago Federation of Teachers was the beginning of many local unions such as the AFT.
1916	American Federation of Teachers (AFT) was born.	Membership consisted disproportionately of activists rather than teachers who were dedicated to representing teachers' special interests
1960	The United Federation of Teachers (UFT) received a pledge from Mayor Robert Wagner of New York City in 1960 to hold an election for teachers to be able to vote for CB.	
1960's	Wisconsin and New York passed legislation allowing for collective bargaining for public employees	Collective bargaining was prohibited almost everywhere in the United States until this happened.
1962	Executive Order 10988 was issued by President Kennedy, yielding federal employees the right to bargain collectively	Teachers were not directly affected by this. However, this helped the entire collective bargaining movement because many states started joining this movement by enacting legislation that allowed public employees, including teachers, to organize
1969	The NEA formally declared itself as a union and went head-to-head with the AFT in disputes.	The NEA reversed its views from opposing to supporting strikes and CB
1987	Margaret Hall led a group of teachers located in Chicago to organize a non-NEA union.	The Chicago school board was antiunion and had union members fired, which severely weakened the effectiveness of the group
2011	Florida Teachers start new evaluation system under Senate Bill 736	
2011	Governor Scott Walker Wisconsin approved Act 10 which disbanded the unions.	

Table 4 contains historical events in chronological order that have influenced education throughout the years. The historical events included in Table 4 are discussed in Chapter Two's review of relevant literature in the first section, Historical Perspective on Teacher's Rights. This section will begin by establishing the historical significance of teachers and the evolution of the responsibilities of the position and rights that have been obtained.

Teachers have had a long history of struggle for rights prior to collective bargaining (Ravitch, 2006). Teachers were collectively powerless until they eventually organized and formed unions. At first, teachers would form small organizations, which later led to the start of unions and eventually towards collective bargaining in education, and the powerful leverage that they provided. Collective bargaining became a powerful tool for teacher unions to create better working conditions for teachers throughout history and to date. Fair wages and improved working conditions are two distributive issues that spawned the labor unions and continue to be a topic of discussion.

In the early decades of public schools in the U.S., teachers had very few standards to meet and virtually no rights. The general requirements to be hired as a teacher were to pass locally created trustees' examinations and to have basic literacy and numeracy skills; moreover, teachers were subject to supervisory rules that not only defined what and how to teach, but also extended into their personal lives (e.g., placing restriction on dating, marriage, and dress) (Levine, Lowe, Peterson, & Tenorio, 1995).

Collective bargaining did not exist during the 19th century, and teachers had little protection or recourse. Teachers were regularly harassed by administration and often dismissed at any given time (Vachon & Ma, 2015). In 1901 a teacher, Mary Murphy, was charged with

gross misconduct and fired because she had married; however, she sued and was eventually reinstated. (Ravitch, 2006). There was also the issue of women being paid less than their male counterparts based on the idea that men, unlike women, had a family to support (Guggenheim, 2011; Ravitch, 2006). This created a divide, wherein elementary school teachers, who were mostly women, supported equal pay, but high school teachers, mostly men, supported a large pay differential. Teachers fought amongst themselves because of differences of race, ethnicity, and where they taught (Hannaway & Rotherham, 2010). The differences between teachers created a divide that prevented them from working together and instead created disunity and fighting within the teaching profession making teacher organization powerless to collective bargaining (Hannaway & Rotherham, 2010). Administrators used these divisions to their advantage by turning teachers against one another so that they would not cooperate in contract negotiations. (Hannaway & Rotherham, 2010). Negotiators such as administrators trying to change the feelings of the other party to get what they want out of the negotiation is an example of attitudinal structuring (Walton & McKersie, 1991). Teachers were powerless when they were not united, creating another obstacle to collective bargaining (Hannaway & Rotherham, 2010). Something needed to be done to eliminate pay disparities, so in 1906, the Interborough Association of Women Teachers started a campaign to wipe out the gender salary differentials (Ravitch, 2006). The Association Bill for Equal Pay was originally vetoed by Governor Hughes on 1907 but the fight for equal pay was finally won in 1912 (Ravitch, 2006).

The Rise of Teacher Associations

Teachers wanted to ensure they had protection and rights; however, during the 19th century collective bargaining was viewed as a criminal conspiracy; it was not until the 20th century that collective bargaining would be enabled and protected by legislation (Compa, 2014). The origin of collective bargaining in education began with the rise of teacher unions, also known as teacher associations. With the rise of standardized public education and teacher unions at the turn of the 20th century, came the earliest form of the National Education Association (NEA) in 1857 (Bascia & Osmond, 2012). Even though most of its members were teachers, the NEA was not always controlled by teachers as it is today. The NEA was established as a professional association of educators under the control of superintendents, principals, and other administrators. The NEA was not in the business of exclusively representing teacher interests (as the teachers understood them) or righting their grievances. Rather, it was in the business of carrying out what, by the turn of the century, would be regarded as the progressive transformation of the American school system. This was anticipated to occur by removing schools from the clutches of party machines and patronage (and thus from existing forms of neighborhood and community control, which were highly politicized) and placing them under the control of professionals in more centralized, more rule-governed organizations run by experts by the administrators themselves. (Moe, 2011). The act of placing schools under the control of administration was yet another obstacle to collective bargaining especially because the NEA was against collective bargaining (Hannaway & Rotherham, 2010).

Margaret Hall led a group of teachers located in Chicago in 1987 to organize a non-NEA union but the Chicago school board was antiunion and had union members fired. This severely

weakened the effectiveness of the group (Hannaway & Rotherham, 2010). Local administrators encouraged and sometime required teachers to join the union, but businesses fought against them (Moe, 2011). School boards were often controlled by businesses leaders who would at times fire teachers who joined unions (Moe, 2011). The majority of teachers were women who could not vote at the time, making them less of a threat to the politicians who opposed them (Moe, 2011). For this reason, women were less likely than men to join a union (Moe, 2011). Also, teachers were reluctant to join a union because, at that time, because unions were considered to be geared more for blue-collar workers without degrees while teaching was considered to be a white-collar profession (Hannaway & Rotherham, 2010).

At the end of the 19th century, professionally organized teacher associations began to emerge (Vachon & Ma, 2015), and by 1902 the first real teacher union, the Chicago Federation of Teachers, joined the American Federation of Labor (AFL). The emergence of the Chicago Federation of Teachers was the beginning of many local unions such as the American Federation of Teachers (AFT) which was founded in 1916 (American Federation of Teachers, 2016). The AFT membership consisted disproportionately of activists rather than teachers who were dedicated to representing teachers' special interests and was struggling while the NEA was quickly becoming the leading organization (Moe, 2011). This trend would soon be reversed, as the NEA would later struggle when teacher unions grew stronger (Hannaway & Rotherham, 2010). The first person to receive an AFT membership card was the union's intellectual guru, John Dewey who encouraged teachers to attend school board meetings to make requests for salary increases (Hannaway & Rotherham, 2010).

In the strictest sense, when collective bargaining between unions and school boards did not exist, union members participated in what they instead called “collective begging” (Hannaway & Rotherham, 2010). Public employees formed associations that would lobby legislatures for improved working conditions and salaries, two conflict theory items (Compa, 2014; Walton & McKersie, 1991). Teachers in the classrooms had huge responsibilities and they were told what they were required to do with little protection or recourse. This eventually forced teachers to organize into formal labor unions to obtain the political power to voice their concerns. They were eventually forced to take matters into their own hands by meeting informally with boards of education and with the superintendent to discuss salaries and other teacher welfare provisions (Johnson et al., 2008). The First Amendment of the Bill of Rights states that people have the right to peaceably assemble (U.S. Constitution). The Norris-La-Guardia Act of 1932 and The National Labor Relations Act (NLRA) of 1935 ensured that public employees were able to exercise their First Amendment right (Hornick-Lockard, 2015).

At all levels, the government opposed teacher unions and argued that collective bargaining was an improper delegation (Moe, 2011). It is interesting that President Franklin D. Roosevelt, who was a supporter of collective bargaining in the private sector, opposed it in the public sector (Moe, 2011). Roosevelt wrote in a 1937 letter, “actions looking towards the paralysis of government by those who have sworn to support it are unthinkable and intolerable” (Hannaway & Rotherham, 2010, p. 9). There was a rationale behind all of this called “sovereign authority” which posited that the government should have complete control over public sectors (Moe, 2011). This idea was created under the old patronage system in which government jobs were controlled by party bosses and public officials (Moe, 2011). While the people in control

would use these jobs as political currency to maintain their political machines (Moe, 2011), employees were always at the mercy of the government system, and unions were in direct conflict with the government system.

As time went on, the public education system in America grew and became more standardized (Bascia & Osmond, 2012). This helped the teacher labor movement grow, first in the 1930s in major urban centers, and then in the 1960s in 32 states when teachers started working to pass collective bargaining legislation (Bascia & Osmond, 2012). During the mid-20th century, there were events that occurred that created a push for collective bargaining. As the private-sector labor movement started winning collective bargaining for wage increases, teachers' pay was still poor, especially considering that most teachers held college degrees. The average factory worker made \$400 more per year than the average teacher in America (Hannaway & Rotherham, 2010). This is a shocking disparity of pay considering the majority of teachers had college degrees (Hannaway & Rotherham, 2010).

Another push came from teachers' frustrations over poor working conditions. Teachers were given non-educational job responsibilities beyond their regular educational job tasks such as raking snow off school grounds and lunch duty during their own lunch breaks (Hannaway & Rotherham, 2010). Administrators were able to ask this of teachers, along with other tasks, rewarding compliant teachers with better class assignments and penalizing resistant teachers with tougher classes and more challenging students (Hannaway & Rotherham, 2010). Without collective bargaining agreements providing for grievance proceedings, administrators were free to continue this treatment of teachers (Hannaway & Rotherham, 2010).

Collective bargaining was prohibited almost everywhere in the United States until the 1960s, when states such as Wisconsin and New York passed legislation allowing for collective bargaining for public employees (Vachon & Ma, 2015). To address teacher disunity and pay discrepancy, the Teachers Guild merged with high school teachers to create the United Federation of Teachers (UFT) (Hannaway & Rotherham, 2010). Albert Shanker and David Selden (AFT organizer), along with their colleague George Altomare, forged a compromise between elementary and secondary teachers to create a pay differential based on seniority and level of teacher education rather than on the grade level taught (Hannaway & Rotherham, 2010). The UFT asked for and received a pledge from Mayor Robert Wagner of New York City in 1960 to hold an election for teachers to be able to vote for collective bargaining. However, Mayor Robert Wagner eventually failed to follow through on this promise (Hannaway & Rotherham, 2010).

Strike for Union Power

The UFT needed to decide what its next move would be. Striking, a powerful union weapon that was used to fight for union power and win contracts, was made illegal under the 1947 Condon-Waldin Act (Hannaway & Rotherham, 2010; Moe, 2011). Shanker believed it was necessary to strike if the UFT was to be taken seriously, so he staged a one-day walkout with the UCT and the local members of the AFT in response to Mayor Wagner's backsliding on his promise (Moe, *Special Interest: Teachers Unions and America's Public Education*, 2011). It was dangerous to strike with such small numbers; approximately 10% (5,000 of 50,000) of teachers walked out, however, they did not lose their jobs because it was impractical to fire all the people

involved (Hannaway & Rotherham, 2010). The strike was therefore deemed to be a success. Mayor Wagner allowed an election, and the teachers voted to support collective bargaining with the United Federation of Teachers acting as their exclusive representative (Moe, 2011).

The NEA was against the use of strikes, criticizing them as unprofessional and a bad example to students (Hannaway & Rotherham, 2010). They believed that when teachers went out on strike, they were breaking the law and setting a bad example to the students, (e.g., seeing their teachers using illegal tactics to get what they wanted) (Hannaway & Rotherham, 2010). The UFT and AFT differed considerably in their views. Shanker argued striking is breaking the law on principal and that a “teachers’ strike involves public inconvenience rather than an endangerment of public health and safety, as strikes among other public employees, like police or firefighters, might” (Hannaway & Rotherham, 2010, p. 11). Although the NEA was against strikes, the strikes effectively worked and helped in the fight for collective bargaining.

The effectiveness of striking resulted in more and more frequent strikes over the years and by 1975-76, a record number 203 teacher strikes (Hannaway & Rotherham, 2010). Strikes were effective because they disrupted schools, putting pressure on public officials to come to an agreement. As time went on and unions became more firmly established, the political climate towards unions changed, the number of strikes declined as they damaged unions’ image (Hannaway & Rotherham, 2010, p. 15).¹

The threat to union power continued into the twenty first century with Governor Scott Walker’s 2011 Wisconsin Act 10, also known as Wisconsin Budget Repair Bill (Hauer, 2018).

¹ As will be discussed in a later section, Florida is one of only 38 states in which striking is still illegal **Invalid source specified.**

Act 10 was proposed as a budget bill to remedy a projected multibillion-dollar deficit (Hauer, 2018). The bill dramatically curtailed collective bargaining for most public employees, including teachers, when it was passed in 2011. The unions say Act 10 has caused and continues to cause irreparable injury to the unions (Hauer, 2018). Before Act 10, unions in Wisconsin could bargain over wages and a wide variety of items relating to conditions of employment (Ford & Ihrke, 2018).

Political Involvement in the History of Collective Bargaining

In 1962, Executive Order 10988 was issued by President Kennedy, yielding federal employees the right to bargain collectively (Hornick-Lockard, 2015). Teachers were not directly affected by this. However, this helped the entire collective bargaining movement because many states started joining this movement by enacting legislation that allowed public employees, including teachers, to organize (Hornick-Lockard, 2015). This was a milestone for workers who were not previously protected by the old laws.

Teachers now being allowed to bargain collectively opened the flood gates, and teachers organized together to address the unprofessional and unfair ways administration had treated them (Vachon & Ma, 2015). The unions began pressuring the city for 147 or more items dealing with teachers' concerns (Moe, Special Interest: Teachers Unions and America's Public Education, 2011). Items included substantial pay raises, free lunch periods, check-off for union dues and other items dealing with workplace conditions (Moe, 2011). Shanker called for another strike and was successful yet again, winning the nation's first major collective bargaining contract in

public education. Items included in the contract were large pay increases, a responsibility-free lunch, and other workplace concessions (Moe, 2011).

Unions then began to expand the scope of bargaining to also include educational quality. “In 1963 the UFT pushed for a reduction in class size and the establishment of a special enrichment program for ghetto schools, which the union helped design, called More Effective Schools” (Hannaway & Rotherham, 2010, p. 13). Some were opposed to the idea of negotiating educational quality. Myron Lieberman felt it was ridiculous to explain the scope of bargaining, saying it is like the United Auto Workers negotiating over the “price of cars, their color, and safety features” (Hannaway & Rotherham, 2010). Shanker responded by saying that “unlike autoworkers, teachers are blamed when things go wrong” (Hannaway & Rotherham, 2010, p. 13). It became difficult to determine what would and would not be negotiable. The UFT went on strike for 14 days over educational quality issues with the unions’ slogan boasting, “Teachers Want What Children Need” (Hannaway & Rotherham, 2010, p. 14). To this day, the issue has never been fully resolved, yet it continues to resurface (Hannaway & Rotherham, 2010).

The collective bargaining contract was a huge win for the union and created a shift in power. “The NEA was put on notice that, if it didn’t convert itself into a union and compete for teachers, the AFT was going to win over the entire constitution” (Moe, 2011, p. 47). The NEA formally declared itself as a union in 1969 and went head-to-head with the American Federation of Teachers in disputes (Moe, 2011). The NEA reversed its views from opposing to supporting strikes and collective bargaining (Hannaway & Rotherham, 2010). Because of its nationwide presence, the NEA was able to maintain its stature as the leading force in American public education (Moe, 2011).

A second revolution was called by Shanker in 1980 in which teachers would bargain for improved education (Hannaway & Rotherham, 2010). Ronald Reagan was a candidate for election to the U. S. presidency at that time and was very vocal about being anti-union and anti-public education (Hannaway & Rotherham, 2010). Regan's administration sponsored the report, *A Nation at Risk*, which critiqued America's public schools (Hannaway & Rotherham, 2010). Shanker decided to use *A Nation at Risk* as a way to push collective bargaining to new heights. Shanker felt that the only way to preserve public education in the United States and improve the status of teachers as professionals was to go beyond collective bargaining (Hannaway & Rotherham, 2010). As part of his second revolution plan, Shanker came up with ideas for a few changes in education. He endorsed a controversial program in which teachers peer reviewed one another (Hannaway & Rotherham, 2010). This program caught on because some of Florida's school districts had implemented peer review into teacher evaluations as part of Senate Bill 736's new evaluation system (Senate Bill 736: How will it affect me?, 2016).

Unions have come a long way from the Shanker era and union reforms. By the early 21st century, public sector union employees outnumbered private ones. 35.9 percent of public employees belonged to unions in 2012 while only 6.6 percent of private employees. (Johnson, Musial, Hall, Gollnick, & Dupuis, 2008). The National Educational Association (NEA) is the largest teacher organization with over 3.2 million members to date (National Education Association, 2016). The American Federation of Teachers (AFT) is the second largest today represents 1.6 million members in more than 3,000 local affiliates nationwide (American Federation of Teachers, 2016). The number of union members in the NEA and AFT alone shows just how powerful these unions have become.

There are over 3,000 local affiliates of the AFT and 83 NEA affiliated unions (AFT, 2017 & NEA, 2017), engaged in collective bargaining throughout the 20th century which expanded the scope of rights, protections, and benefits contained within collective bargaining agreements (Bascia & Osmond, 2012). “Today there are 32 states that mandate collective bargaining, 5 that expressly prohibit it, and 13 that allow it (if both teachers and managements agree to it)” (Vachon & Ma, 2015, p. 394).

Summary of Teacher Rights

The history of teacher unions reveals the progress teachers have made with the assistance of unions. Teachers were once poorly paid, fired for being married or pregnant, and victimized in other unprofessional and unfair ways which is what led unions to fight for job security and higher pay. Teachers needed to ensure that they had protection from unfair and arbitrary treatment. Collective bargaining and strikes were illegal, however, making it difficult to leverage school boards. Shanker reminded all concerned when he said, “there would be no teachers’ unions today if we did not defy the law” (Hannaway & Rotherham, 2010, p. 15). Unions started illegally striking to put pressure on public officials to come to an agreement. Collective bargaining started taking root in 1960 when states started to pass legislation permitting bargaining (Vachon & Ma, 2015). As the growth of collective bargaining increased, so did the growth of teacher unions and union membership. Unions engaging in collective bargaining expanded the scope of rights of collective bargaining agreements and will continue to do so today and in the future. “The labor movement built by workers in the United States over the past century is still a strong base for working class advances and strengthening of collective

bargaining in years to come” (Compa, 2014, p. 98). Collective bargaining in the 21st century and in the future, rests upon the foundation built by the struggles and advances of the labor movement fought by workers over the last 100 years.

The Florida Context

This section focuses on public education in Florida by reviewing Florida’s unique characteristics and policy context. Given the scale and scope of public schooling in Florida, as well as its status as a leader with regards to educational reform, the state represents an ideal context within which to examine the issues of concern to this project (Bormna & Dorn, 2007). The first part of this section will give a general overview of public education in Florida discussing the state and its student population, state funding, and education reform. The second part of this section will be an overview of the policy context in Florida discussing teacher contracts and collective bargaining.

Demographic and Policy in Florida

Florida became the third most populous state in the nation by adding an average of 803 new resident a day between 2013 and 2014, passing New York (United States Census Bureau Reports, 2014). Florida’s growth, which enabled it to surpass New York, was fueled by a growing economy and housing market (Smith & Rayer, 2013). As of 2016, the U.S. Census estimated the population in Florida to be 20,612,439 people which was 341,167 more people than the 2015 population estimate. Population growth in Florida is forecasted to continue strengthening, showing increasing rates of growth averaging 1.4% between 2015 and 2020 (The Florida Legislator office of economic and Demographic Research).

The number of students enrolled in Florida public schools has been growing every year since 2012 with a diverse student enrollment. For the 2016-2017 school year, out of 2,816,824 students that were enrolled in a public school, 61.3% were members of a race other than white, 58% were considered to have an economic disadvantage and 10.4% were considered English language learner (ELL) status (Student enrolment, 2017). School enrollment of Hispanic students at all levels grew 35.5% in the 10 years from 2005 to 2015. Immigration has been a major factor for the rapidly expanding school population and higher percentage of minority students (Weaver-Dunne, 2000). This is especially true in Miami-Dade County, one of the largest school districts in the country, where 41% of the county's schools are overcrowded (Weaver-Dunne, 2000).

Class size reduction has been a focus in Florida since the passing of Amendment 9 to Florida's Constitution in 2002.² Amendment 9 states that the number of students assigned to each public school teacher shall be no more than: (a) 18 for pre-K to grade 3 (b) 22 for grades 4 to 8 (c) 25 for grades 9 to 12. Three months after Florida voters approved the class size reduction, Governor Jeb Bush requested spending of \$3 billion a year to meet the new requirements and to be used for building new schools, allowing more students to transfer schools, recruiting and adding more teachers, retention, professional development for teachers, and anything else to help meet the required mandate (Canedy, 2003; Normore & Ilon, 2006).

For the 2014-2015 school year, there were reportedly 180,442.27 full-time public school teachers in Florida with the US average being 61,419 teachers (US Department of Education).

² Per the Florida's state constitution in Section 1, Article IX, establishes final goals as noted for the beginning of the 2010 school year.

For that same year, 2,756,944 total public students were enrolled making the pupil/teacher ratio for 2014-2016 school year 15.28 (US Department of Education). Reducing class size is the most expensive state input that affects student achievement (Normore & Ilon, 2006). Despite this being the case, the state of Florida ranks near the bottom among states in per-capita education spending (Canedy, 2003).

Florida has a state funding formula that is lengthy and complex making it difficult for the public to understand facts about education funding without having accounting knowledge (Aud, 2006). Taxpayers want to know where their tax money is going but have little knowledge of how education funding is spent, what portions of the money are raised from which sources, and how the funding is distributed among diverse types of students (Aud, 2006).

“About 10 percent of tax revenue for Florida schools comes from the federal government, 45 percent from the state and 45 percent from local sources. A small amount comes from non-tax sources” (Aud, 2006). About two-thirds of all funding were distributed through the Florida Education Finance Program (FEFP) (Aud, 2006, p. 3). The Florida Legislature established the Education Enhancement Trust Fund, which includes the net proceeds of the Florida Lottery and the tax proceeds from slot machines in Broward and Miami-Dade counties (Funding for Florida School Districts Statistical Report, 2013-14). The FEFP is based on actual student enrolment and is used as the primary means of funding the operating costs of Florida school districts (Funding for Florida School Districts Statistical Report, 2013-14).

Spending on education Florida has steadily risen in the past decade since 2006 (Aud, 2006). For the 2016-2017 school year, the Florida Department of Education appropriated

\$7,178 per student, the highest FEFP funding level in Florida history (State board of education 2015-16 legislative budget request, 2014). The legislative budget request for the 2015-16 school year was \$12.82 billion which was a \$346.278 million increase from the year before (Funding for Florida School Districts Statistical Report, 2013-14). Only Medicaid receives a larger portion of the budget and has a greater cost to the state than K-12 education (Mann & Calabro, 2017). A couple of the 2015-2016 budget request priorities were a \$40 million funding increase for digital classrooms, and additional funds for repair and maintenance of public school facilities (Funding for Florida School Districts Statistical Report, 2013-14). After Governor Jeb Bush took office in Florida in January 1999 expenditures went from \$5,701 per student in 1999 to \$6,450 in 2002 which is a \$300 per student or 5.3 percent growth (Aud, 2006).

Throuout the late 1900s and 2000s, Florida implemented new education reforms commonly known as the “Florida Formula for Education Success” or simply, the “Florida Formula”, also known as the “A+ Program” (Carlo, 2015). Govenor Jeb Bush enacted a set of education reforms emphasizing increased test-based accountability, competition, increased standards, and school choice (Carlo, 2015). Govenor Bush’s “Formula” includes: (1) A grading system from “A” to “F” that holds schools accountable, (2) Allows parents to have school choice programs and scholarship options for students at “F” school,s (3) Higher standards for graduation and grade promotions, (4) Allows schools to have more flexibility in their spending of performance pay, (5) New teacher evaluations and alternative teaching certifications, (6) Schools must be child centered as opposed to school or district centers (Carlo, 2015; Horne, 2004). Florida became one of the first states to adopt its own school grading system, which is now ubiquitous throughout the nation (Carlo, 2015). In addition, the Florida Comprehensive

Assessment Test (FCAT) was expanded to include Sunshine State standards-based and norm-referenced assessments of reading and math in grades 3 through 10; students who scored low on the FCAT were placed on an improvement plan (Carlo, 2015). The bar was raised in 2003 to include students with disabilities and English Language Learners (ELL) (Horne, 2004). There has been a push to advocate for a similar implementation in other states (Carlo, 2015).

Jeb Bush's brother George Bush became President two years into his brother's term and promoted some of the same policies of the A+ program at the federal level with the "No Child Left Behind Act" (NCLB) of 2001 (Bormna & Dorn, 2007). The NCLB requires states to evaluate the performances of all public school students in order to determine Adequate Yearly Progress (AYP) (Horne, 2004). Florida's approved accountability plan uses the same FCAT scores and definitions of "grade level" used in the A+ plan (Horne, 2004). The growth model in the A+ program allowed Florida to incorporate student growth in determining AYP (Horne, 2004). Florida's school grading system contained the components of annual learning gains, an original component of the A+ program.

Prior to the NCLB and A+ program, in 1995, the Florida school accountability system was named "Critically Low Schools" (Horne, 2004). Florida identified 158 schools as critically low performing schools in reading, math, and writing for two years in a row (Horne, 2004). These critically low schools received additional assistance and most schools did not remain on the list because of their improvement in just one subject area, writing (Horne, 2004). In 1996, Florida adopted the Sunshine State Standards, Florida's curriculum framework. In 1998, the first FCAT was administered to students (Horne, 2004). School results were reported yet not used for

accountability in 1998 (Horne, 2004). The FCAT helped shape education reform in Florida by raising standards with increased accountability.

Florida ranked 28th overall with a grade of C compared to the grade of D+ that the nation as a whole earned on the Quality Counts state of American Education report card (Chalk, 2015). It was found that minority students in Florida perform better than and have a smaller achievement gap from white students as compared to other states. Florida was ranked poorly in educational spending with a grade of F (Chalk, 2015; Canedy, 2003).

Rights and Responsibilities of Florida Teachers

The rights and responsibilities of Florida teachers are codified in federal and state statutes and regulations, local laws, and school district contracts (Johnson, Musial, Hall, Gollnick, & Dupuis, 2008). Of most direct relevance to this study are the rights and responsibilities of teachers as specified in teacher contracts. The following sub-sections highlight relevant aspects of teacher contracts in general and of collective bargaining and unions (including discussion of conflict resolution and unfair labor practices).

Contracts, agreements, and statutes give teachers certain rights beyond the constitutional rights and state statute and are considered property interests of teachers (Alexander & Alexander, 2012). The superintendent will recommend terms for contracting employees, and all instructional staff will receive contracts with a provision for an emergency exception (Florida Statute §1012.32). There are different contract terms a teacher may attain, such as an annual contracts and tenure contracts. At the time of the present study, all new teachers were being issued annual contracts that last for no longer than a school year (Florida Statute § 1012.3).

Teachers who have had tenure contracts written before July 1, 2011 have been grandfathered and can continue to work under those contracts (The 2016 Florida Statute, 2016). Tenure contracts are continuing contracts that allow teachers to teach in a district for as long as he or she chooses to teach unless they are dismissed after due process of legally specified reasons (Johnson et al., 2008).

Senate Bill 736, the Student Success Act, no longer allowed Florida teachers to receive tenure contracts if they were hired after July 1, 2011. The Student Success Act was the first bill that Governor Rick Scott signed to fix Florida's economy as part of his 7-7-7 plan, seven steps to create 700,000 jobs in 7 years (Staff, 2011). Governor Scott considered that tenure is a costly decision with lifetime employment estimated to cost \$3 million (Curtis & Wurtzel, 2010).

Senate Bill 736 brought about a new annual evaluation system for all teachers using four distinct levels of effectiveness: highly effective, effective, needs improvement, and unsatisfactory (FEA, 2016). Teachers were evaluated in two parts, classroom evaluation and student learning growth data. Also, teachers hired on or after July 1, 2014 were paid an evaluation performance rating salary (§1012.33). With the performance salary schedule or merit pay, teachers were expected to get pay increases based on performance rating (Staff, 2011). An Annual Contract teacher rated as effective must receive a salary increase at least 50% but not greater than 75% of that of a highly effective teacher (§1012.22). Teachers rated as needs improvement or unsatisfactory would receive no salary increase (§1012.22). The new salary schedule only applied to annual teachers unless a tenured teacher gave up their tenured contracts to be eligible to receive the new pay schedule (§1012.33). For this reason, there were two salary schedules, one for tenured contracted teachers and another for annual contracted teachers (§1012.33).

Although in theory the idea of teachers being rewarded for their hard work was appealing, some school districts have not been financially able to keep up with the new performance salary pay (Mackenzie, 2015). As an example, in Brevard County, a half-cent sales tax was passed, and teachers hoped that they would be able to use the money to pay for their performance scale. The proceeds were used instead for critical improvements to school facilities and educational technology needs as described in a school board resolution adopted in 2012 (Ballot Language, 2012). Teachers were frustrated with their school system for not reopening compensation negotiations after not receiving a salary increase in light of the passage of the half-cent sale tax (Mackenzie, 2015).

Some would argue that the pay-for-performance model is business-like and that schools are not businesses. Vollmer (2010) argued against treating schools like businesses and he believed that teachers were too protected by tenure and that teachers needed accountability to get them motivated. He changed his mind, however, when he realized that unlike business' products in a store, schools cannot send back kids or trade them in, schools must take what the parents send (Vollmer, 2010). Under the present evaluation plan, a teacher teaching high-needs students or those with disabilities is evaluated the same as a teacher that happens to have gifted students.

Teachers not only do not have direct control over the type of students they receive, they also cannot directly control their students' attendance or attrition patterns. It is not possible to teach to students who are not present. "High levels of student turnover exacerbate the problem of quality control. This constant churning undermines the validity of any accountability system, that tracts the progress of groups as opposed to individuals" (Vollmer, 2010, p. 22). For this

reason, Volmer (2010) has expressed the opinion that teacher evaluations are unreliable and should not have any value at all.

Having every teacher, including tenured teachers, evaluated can also be an advantage. Tenured teachers rated unsatisfactory two consecutive or two of three years will be placed on an annual contract and then dismissed if not rated higher (Senate Bill 736). In this respect, the new evaluation system is proactive in striving to remove unsatisfactory teachers from tenured rolls who should not be teaching students.

An example of unsatisfactory teachers teaching students can be seen in the documentary, *Waiting for Superman* (Guggenheim, 2014). Tenured teachers have been shown neglecting students, not teaching, and reading newspapers during class (Guggenheim D, 2010). Superintendents have tried firing neglectful teachers but have been unsuccessful (Guggenheim, 2010). Another issue that has given tenure a bad reputation, is dubbed the “lemon dance”, that schools do with one another (Guggenheim, 2010). Schools essentially swap their poor performing tenured teachers for other schools’ poor performing tenured teachers in the hope that they will be an improvement (Guggenheim, 2010). Tenure contracted teachers have security with their job from capricious action or political motive with the right to protection from dismissal, and the right to prescribed procedures (Johnson et al.,2008). Annual contracted teachers do not have this sort of protection.

Annual teacher in Florida can be rated highly effective yet still may not receive a renewed contract or the right to know reasons for their nonrenewal (Johnson et al., 2008 ; Senate Bill 736, 2016). The Board of Regents of State Colleges v. Roth (1972) case involved the issue of property rights of non-tenure teacher contracts. In this case, a teacher had been hired for a

school year and was given no particular reason for their non-renewal because the teacher did not have a property interest.

Understanding state statutes, county school board rules, collective bargaining agreements, and the Constitution will help teachers to determine and protect their rights and responsibilities as teachers. Freedom of expression, academic freedom, and freedom of association, and due process rights are important rights a teacher has and should be aware of. Freedom of expression is implicit in the First Amendment and is a Constitutional right for public school teachers; however, this freedom is not absolute. The expression of teachers has been limited, in that teachers must have some public concern and not just personal with expression (Murray & Murray, 2014).

Public school elementary school teachers have little say on what will be taught in the classrooms and therefore little academic freedom. “Academic freedom is the opportunity for a teacher to teach without coercion, censorship, or other restrictive interference” (Johnson et al., 2008, p. 207). Given the pressure of high-stakes tests and standards, teachers may feel that they have little control over what will be taught in the classroom. Everything a teacher plans in the classroom must align with state standards therefore, teachers do not have “unlimited liberty” (Alexander & Alexander, 2012). One area where elementary public school teachers actually do have academic freedom is in their teaching methods. Teachers all have different ways of delivering lessons to students. It is common to see teachers teach the same subject matter differently.

Teachers have some freedom with their own personal appearance because it falls under the umbrella of freedom of expression, however counties usually set guidelines for employees to

follow. For example, teachers desire to express this freedom of expression via their clothing, but if the teacher comes to school wearing an inappropriate outfit and it creates a disruption in the class, the teacher can be told to wear something else. As inferred in the Bill of Rights First and Fourth Amendments, teachers have the right to privacy with personal matters such as relationships, family, religion, and other factors of their personal lives outside of work unless it violates state interests. If teachers' rights are revoked, they would then have the right to due process of law under the Fifth Amendment. Federal, state, and county laws must all abide by a teacher's rights afforded to them by the Constitution. All laws of the state and rules of the county should never contradict the United States Constitution.

Collective Bargaining and Unions in Florida

A Collective bargaining agreement is a legal document that governs the relationship between employers and employees. In the case of teacher collective bargaining, the two negotiating parties are the school board and the school board union. The school board is legally responsible for representing the taxpayers' interest while also balancing the interest of the parents, students, employees and the districts' educational program (Lieberman, 1997). The other negotiation party is the teacher union or labor organization which represents the interest of the employees and is the exclusive bargaining agent of the teacher bargaining unit (Lieberman, 1997).

A contract negotiated by a teacher union means that bargaining topics such as salaries, working conditions, and other matters within the scope of the collective bargaining agreement can no longer be decided unilaterally by the school administrator and board of education.

Instead, the contract outlines how the teacher union and its members will participate in formulating the school policies and programs under which they work. (Johnson et al., 2008). Collective bargaining can be integrative if the union and the school board can find common interest in the groups and solve issues by benefiting both parties (Walton & McKersie, 1991). The final agreement limits the employer from changing the terms which have been agreed upon in the contract and lays out the responsibilities of employees (Hannaway & Rotherham, 2010).

Hornick-Lockard (2015) found that 45 of 50 states were able to use collective bargaining for negotiating items such as better wages and working conditions. Florida is one of the 45 states which has mandated collective bargaining within the public schools under Florida Statute § 447. The Bureau of Labor and Statistics has 199 teacher collective bargaining contracts on file with the average length of the contracts in this sample being 105 pages long (Hannaway & Rotherham, 2010).

Collective bargaining generally falls within two categories, traditional bargaining, also called zero-sum bargaining, and collaborative-based bargaining (CBB), also called interest-based bargaining (IBB) (Hannaway & Rotherham, 2010). In traditional bargaining, there are two parties with conflicting positions which, in the end, make some type of agreement (Hannaway & Rotherham, 2010). In interest-based bargaining, communication is key to success, along with flexibility, problem-solving between the two groups, and discovering common ground (Hannaway & Rotherham, 2010). In interest-based bargaining the two parties discuss their concerns with one another to come up with a mutual ground (Hannaway & Rotherham, 2010). Interest-based bargaining works because teachers and the school board can each benefit from certain things like high-performing schools. Thus, the two parties can work together to figure

out their shared concerns (Hannaway & Rotherham, 2010). It is common for negotiations to encompass both traditional bargaining and collaborative bargaining (Hannaway & Rotherham, 2010). With the union and the school board having conflicting interests it is not a surprise that most interactions that occurs at the bargaining table between the union and the school board are those involving cooperation and conflict (Lieberman, 1997)

Vachon and Ma's (2015) multilevel random intercept models have been used to examine the effects of professional union items and industrial union items, both of which have been commonly involved in labor negotiations. The industrial or economic models of unionism "are believed to influence the supply of teachers. For example, greater compensation should attract and retain more highly qualified teachers" (Vachon & Ma, 2015, p. 392). The professional or noneconomic models of unionism deals with issues of class size and teacher autonomy which can affect the learning environment created by teachers (Vachon & Ma, 2015). Union topics negotiated fall either into the professional or industrial models of unionism.

An existing bargaining unit usually begins the bargaining with the board a few months prior to the expiration date of an existing agreement (Murray & Murray, 2014). The bargaining parties are usually teams between 3 to 10 persons including a chief negotiator for each party who usually does the speaking, and sometimes an actual employee as part of the union team (Murray & Murray, 2014). A state affiliate local employee organization aid is sometimes selected over an actual employee to help because of their experience, expertise and willingness to serve on the bargaining team (Murray & Murray, 2014).

At the first negotiation meeting, the two parties will usually discuss rules of procedure and attempt to explain their proposals (Murray & Murray, 2014). The rules of procedure include

all the ground rules such as how many people allowed on each negotiating team, a schedule of when and where to meet, and how press releases will be handled (Murray & Murray, 2014). The union usually presents their wage, benefits, and conditions of employment in their initial proposal (Murray & Murray, 2014). The school board will usually try to avoid including benefits and wages in their proposal, and instead will usually focus on language items that are included in public employer's rights (Murray & Murray, 2014).

After the first meeting, the parties will prepare for the negotiation for their next meeting by reviewing the proposals that were presented to them (Murray & Murray, 2014). Items that are approved by each side will be marked TA (for a tentative agreement) so that these items can be re-negotiated at a later time with items such as wages and benefits, which are usually the last details to be finalized (Murray & Murray, 2014).

While the union team is in the process of negotiating, they report the progress that is being made to their members and to the executive committee of the union (Lieberman, 1997). The report includes what the board is opposing and agreeing to so that union members are prepared for defeat or compromise in areas (Lieberman, 1997). The union reporter should utilize the board's argument during negotiations to explain the unattainable items to union members (Lieberman, 1997). Reporting to union members not only shows members their efforts, it also sets realistic expectations. "A skillful union team, just like its board counterpart, is aware that negotiations are marked by slow, incremental movement, shaped by compromise, timing, and political reality" (Lieberman, 1997, p. 13).

As the bargaining process progresses and an agreement is finally reached between the two parties over the entire collective bargaining contract, the tentative agreement is then

presented in written form, signed by both the CEO and the bargaining agent, for ratification by both the public employer and the public employees (Florida Statute §447.309). Florida Statute §447.309 states that the employers and employees must approve the tentative agreement with a majority vote. The statute states that if it is not approved by both parties, they are to return to the negotiating table. Once accepted by both parties, the tentative agreement then becomes a working master contract.

The Role of Unions in Collective Bargaining

The union is the driving force in collective bargaining and its performance in this mode is the crucial test for its value to the members of the union (Lieberman, 1997). The main purpose of teacher unions is to protect the interests and rights of their members, the teachers, from arbitrary exercise of power by heavy-handed administration (Ravitch, 2006). According to Steve Perry (2011), teacher unions' three main goals are, "(1) negotiating working conditions through contracts with the municipalities, (2) defending teachers who have been reprimanded/negatively evaluated, and (3) supporting political candidates and legislation that will make it easier for them to do (1) and (2)" (p.145). Unions give teachers that voice and a way to get teachers involved in politics. Teacher unions are intended to improve working conditions for teachers in the advance of public education.

There are national, statewide, and local union organizations. The National Education Association (NEA) and American Federation of Teachers (AFT) are the nation's two largest teacher unions with a combined membership of 4.6 million (Hornick-Lockard, 2015). Local teacher unions are almost always affiliated with the national union's NEA and AFT as well as

with a statewide union (Lieberman, 2000). In Florida, the statewide union is the Florida Education Association (FEA) which is affiliated with both the NEA and the AFT (FEA, 2016). The FEA works with local unions “to provide a comprehensive range of member benefits and services, including legislative advocacy, legal services and professional development” (About FEA, 2016). Local unions often utilize state associations professional negotiators (Lieberman, 2000).

Even though bargaining varies widely from school district to school district, local unions, school boards, and teachers will often compare their contracts to other local union contracts (Lieberman, 1997). If the majority of other associations in the area has successfully negotiated for dental plans, for example, then achieving dental will be of upmost importance to the other associations that do not have it (Lieberman, 2000). The union that is the forerunner of benefits will try to maintain its status as the pioneer of local unions (Lieberman, 2000). When unions set contract goals, they usually take into consideration what other local unions have achieved (Lieberman, 2000). The school board takes the union’s proposal and then compares it to other school districts’ benefits. If the school board decides to offer smaller benefits, there is a good chance that the union will focus on negotiating those issues (Lieberman, 2000).

The accomplishments of other unions are important only if the membership accepts them as some of their own goals because the union goals are an expression of its members (Lieberman, 2000). “The union’s bargaining team often initiates the process of achieving unity before it enters into negotiation” (Lieberman, 2000, p. 13). Unions face challenges by rival unions and pressure to achieve teacher benefits (Lieberman, 2000). Unions will often poll the membership to determine what are the most popular changes wanted and then negotiate for it

(Lieberman, 2000). The board will also figure out who will be affected by the proposal and what influence they have within the bargaining unit (Lieberman, 2000). The union is looking for approval from their members by studying and understanding the membership diversity (Lieberman, 2000).

Each employee has different needs based on their job description and on their personal lives. For example, teachers, librarians, nurses, and high school teachers will all have different working conditions as well as unique problems that are not shared by all the other members in the union (Lieberman, 2000). For example, senior teachers may want better retirement benefits while younger teachers may want higher salaries. What needs to happen to resolve these differences is for the union leadership and its bargaining team to create unity amid the diversity (Lieberman, 2000). The more their diverse needs are met in the tentative settlement, the more likely the union members will approve it (Lieberman, 2000). This is important because under Florida Statute § 447.309, employees voting in the unit must approve the tentative settlement by a majority vote.

While the unions' main purpose is to improve the terms and conditions of teacher employment, the unions' "true objective" is the unions' continued existence as an effective organization (Lieberman, 2000). Of course, while this objective is usually consistent with teacher best interests, when there is conflict between the teacher welfare and the union welfare, the union welfare will trump the teacher welfare most of the time (Lieberman, 2000). For example, if there is only room in the budget for either salary increases for teachers or an agency fee clause for the union, the union will choose the agency fee clause (Lieberman, 2000).

An understanding of the mind frame that the school board and the union have when coming to the negotiation table helps in understanding how negotiations are handled. It is especially important for the school board to have this understanding for the school board to be able to set realistic bargaining expectations, plan effective bargaining strategies, and to develop a school board and union relationship that will aid in the bargaining process (Lieberman, 2000).

Conflict Resolution

If an agreement cannot be made, the two sides would then enter into the conflict resolution process which is a rare because most conflicts are actually settled before this process starts (Hannaway & Rotherham, 2010). However, it does happen when one or both sides declare themselves at impasse (Hannaway & Rotherham, 2010). Districts, at this point, usually extend the terms of the existing contract because, under the Florida Constitution, Article 1, section 6, Right to Work, teachers are prohibited from striking as long as the contract is in effect.

Florida Statute § 447.403 provides various methods for conflict resolution including mediation, fact-finding, and binding arbitration. Mediation is the mostly widely used impasse resolution procedure. This is when both parties present their positions to a neutral third party, a mediator, for assistance in resolution of an impasse. Florida Statute § 447.403 states that one or both parties appoint a mediator to assist in the resolution of an impasse.

According to Florida Statute § 447.403 if mediation is unsuccessful, the two parties would then present, at length, the facts of their dispute to a special magistrate to determine a formal non-binding recommendation. Fact-finding is something that neither party wants to end up with because the process is grueling and costly for both sides as well as tedious because of the

large amount of preparation that is needed (Hannaway & Rotherham, 2010). The magistrate's determination is typically only advisory, however, and if the two parties still do not agree, the disputed impasse is finally resolved by the legislative body (§447.403).

Binding arbitration is used in a few states as the method of last resort for contract negotiations, and then only rarely (Hannaway & Rotherham, 2010). Florida uses a similar method except is considered as non-binding arbitration under Florida Statute § 44.103. Florida Statute § 44.103 states that the hearing will be conducted informally with presentation of testimony and evidence kept to a minimum. Putting the agreement in someone else's hand is something that both parties try to avoid, however, but can be used as a tool if there are no other better options available. The threat of having to go through fact-finding and then binding and/or non-binding arbitration can force the two parties to come to some sort of agreement so that they can avoid going through the harrowing process of arbitration (Hannaway & Rotherham, 2010).

Once the two parties have come to terms and have created a contract, the contract is then sent to the school board and to the teachers for ratification (Hannaway & Rotherham, 2010). If the bargaining team is unsuccessful in persuading the membership that the tentative agreement represents the best achievable agreement, the settlement will not be ratified (Lieberman, 2000). However, if the union is successful in persuading the membership, once ratified, and an agreement has been made, the two parties set a time frame that the agreement will remain effective, usually three to four years (Hannaway & Rotherham, 2010). Longer contracts often specify salaries for only a year or two, and then provide for the parties to reopen the salary negotiation after that time (Hannaway & Rotherham, 2010).

If for some reason, a contract needs to be reopened prior to its expiration, it is usually only for minor changes in which impact bargaining occurs (Hannaway & Rotherham, 2010; Lieberman, 2010). Unlike a full contract, impact bargaining is not formally ratified, however it still needs to be approved by the school board and the governing body stipulated in the union's constitution just like a full contract (Hannaway & Rotherham, 2010).

Unfair Labor Practice and the Status of Right to Strike

Florida school board negotiators must avoid all unfair labor practices that are listed under Florida Statute § 447.501. A failure to bargain in good faith is illegal but it is important to note that "hard bargaining" is completely legal (Lieberman, 2000). In hard bargaining, each party tries to get as much as they can from the weakness of the other party while still wanting to reach terms that are not outrageous (Lieberman, 2000).

Public school teachers in Florida do not have the right to strike. Some believe that teachers who strike are exhibiting extreme unprofessional behavior and create a disruption to education by not allowing a school to run efficiently (Johnson et al., 2008). Others have supported striking as a last resort after other routes have been tried and fail. Regardless of one's viewpoint, striking in Florida is still illegal and teachers will incur severe consequences such as termination or probation if they decided to participate in a strike (§ 447.507).

Collective Bargaining and Contractual Agreements

Contractual agreements were once offered to teachers on a "take it or leave it" basis (Lieberman, 1997). Teacher unionization has helped change that and one of the ways was through collective bargaining (Lieberman, 1997). Collective bargaining is a process to create a

contractual agreement that outlines the rights and obligations of teachers and the school board (Hannaway & Rotherham, 2010). Contractual agreements range from a simple short document to long detailed agreements with all different duration dates (Hannaway & Rotherham, 2010; Lieberman, 1997). When a change to the education workplace is wanted, collective bargaining is an indispensable tool for the union to use to benefit every Florida educator.

Collective bargaining is a newer topic of research of which we know little about (Anzia & Moe, 2014; Lewin, Keefe, & Kochan, 2012). There is a small amount of quantitative literature involving collective bargaining agreements which tend to focus more on the relationship between collective bargaining and social outcomes (Carni, 2008; Freeman, 2012; Anzia & Moe, 2014; Nelson & Rosen, 1996; Vachon & Ma, 2015). The influence that is usually questioned in most of these studies is to determine if there is a correlation between collective bargaining and student achievement (Anzia & Moe, 2014). Recent research on collective bargaining agreements now focuses more on the potential influence of the provisions in collective bargaining agreements (Goldhaber, Lavery, & Theobald, 2014). Anzia and Moe (2014) cite 14 studies dedicated to quantitative studies and state that the literature is scarce, uneven in quality, diverse in methods and mixed in findings. Vachon and MA (2015), Carini (2008), Munk's (1998), Goldhaber and Theobald's (2014), Koshi and Horng (2007), Freeman (2010), Hoxby (1996) have found conflicting evidence on whether unions impact school districts and students.

Carni (2008), Nelson and Rosen (1996), Steelman, Powell, and Carini (2000) studies focus on the relationship between teacher unions and student achievement, Vachon and Ma (2015) research the channels or mechanisms through which unions might actually impact

achievement. Their study examines the effects of two commonly negotiated categories in collective bargaining agreements, industrial and professional union items, on student math scores by using a multilevel random intercept model. The authors claim that this study is the first to test student achievement empirically at a national level. The sample includes 6,791 students from 799 public schools. Vachon and Ma (2015) found that teacher unions are most beneficial to middle and high achieving students. Through collective bargaining, teachers have higher salaries, credentialing, and greater autonomy which lead to improve student (Vachon & Ma, 2015).

Another study that utilizes the hierarchical linear modeling to examine the union-achievement effect was done by Vachon and Ma (2015). Carini (2008) and Vachon and MA (2015) state that this is the only other study they have found that with that objective. This study uses the same data source as Vachon and Ma (2015) study by using a national data source called the National Education Longitudinal Study (NELS) from 1990 and 1988 when students were in the tenth and eighth grades (Carni, 2008). Vachon and Ma's study only looks at math scores, the data base, reading, history, and science. The study found that bargaining was not associated with lower student achievement (Carni, 2008).

Munk's 1998 study at the Mackinac Center for Public Policy, a non-profit think tank, claims to be the first ever in to systematically analyze the hundreds of collective bargaining agreements for every school district in a state (Munk, 1998). This study examines the impact that collective bargaining has on Michigan's K-12 public education. To improve education for students, the study gives recommendations for the union to add into their collective bargaining contracts (Munk, 1998). The study identifies eight key provisions that commonly hinder the

educational process and can be improved and then reviews seven court rulings on collective bargaining agreement. The purpose of this study, just like most studies on collective bargaining agreements, is to promote students and teachers by making recommendations to improve contract language. Teacher salary, seniority, fringe benefits, are reviewed in contracts and then the study was ultimately reviewed by professionals working in education to ensure accuracy.

Goldhaber and Theobald's (2014) more recent study has also examined every collective bargaining agreement in Washington State. Using every collective bargaining agreement in Washington, Goldhaber and Theobald (2014) explore the relationship between the restrictiveness of a bargaining contract in one district and the restrictiveness of contracts in nearby districts. Unlike most studies on collective bargaining that question the potential influence of the provisions in collective bargaining contracts on achievement, this study asks what factors influence the provisions that end up in these agreements. Goldhaber and Theobald (2014) coded each collective bargaining contract from the 2010-2011 school year using a rubric developed by Strunk and Reardon (2010). Goldhaber and Theobald (2014) followed the authors by using a partial independence item response (PIIR) model that treats each provision in a contract as if it were a response to a survey. The absence of a given provision within a contract indicated a negative response to the question (Strunk & Reardon, 2010). The authors found that spatial relationship plays a major role in determining bargaining outcomes.

Strunk and Reardon (2010) explore the restrictiveness of California contracts in their study to determine union strength. Determining the restrictiveness of contracts is rather common for collective bargaining studies. It is less common to find literature that questions union members' strengths in impacting important decisions which affect collective bargaining

agreements. This is mainly due to the difficulty researchers face in measuring union strength. Strunk and Reardon (2010) use collective bargaining agreements negotiated between unions and school board to determine union strength compared to the employer. 39 out of 334 contract items were used as a response to a survey to measure contract restrictiveness. Contracts that contain outcomes that are more union-friendly indicated that those unions are stronger than management (Strunk & Reardon, 2010). The goal of this study is to create a measure of contract restrictiveness for future researchers to examine documents with (Strunk & Reardon, 2010). What is different about Strunk and Reardon's (2010) research is that instead of using survey data, collective bargaining agreements are used to measure union strength rather than ability or trait.

Strunk and Reardon (2010) conclude that one district's collective bargaining agreement influences the terms and conditions in other districts bargaining especially when the districts have proximity to each other. A finding is that low poverty school districts are not significantly correlated with contract restrictiveness (Goldhaber, Lavery, & Theobald, 2014). Another study done by Strunk and Grimsom (2010) finds that stronger unions lead to less flexibility than do contracts in districts with weaker, less active unions.

A study carried out by Moe (2006), develops an analytical framework for exploring the behavioral effects of seniority-based transfer rights. Just like the Goldhaber and Theobald (2014) study and most studies on contracts, coding is used on the collective bargaining agreements for a large sample of California elementary school districts and then empirical tests are conducted. This is considered to be a fixed-effects econometric approach (Moe, Bottom-Up structure: Collective bargaining, transfer rights, and the plight of disadvantaged schools, 2006). It is found

that seniority-based transfer rights do indeed affect the way teachers get distributed across schools with disadvantaged schools receiving the most inexperienced teachers (Moe, Bottom-Up structure: Collective bargaining, transfer rights, and the plight of disadvantaged schools, 2006).

Koshi and Horng (2007) use Moe's study as a starting point and model their study by using the same basic framework to analyze data from a newer and larger sample. The sample also includes Los Angeles' middle schools making this study roughly three times larger than that of Moe's study (Anzia & Moe, 2014). There are some differences in the study such as a different coding scheme and a hierarchical linear model approach by Raubenbush & Byrk. As noted earlier, Vachon and Ma (2015) also use a hierarchical linear modeling approach. Another difference is that Koshi and Horng (2007) have an entirely different outcome than Moe (2007). What is found is that seniority-based transfer rights do not influence the distribution of inexperienced teachers across schools with disadvantaged students (Koski & Horng, 2007). The explanation for two contrasting outcomes could be because of the different approaches that are taken: Koshi and Hong (2007) use a linear model approach but the Moe (2014) study uses a fixed-effects econometric approach.

Anzia and Moe (2014) study is the latest study done on collective bargaining consequences for seniority-based transfer rules. As Anzia and Moe (2014) state, "researchers have almost never carried out quantitative studies of the contents of labor contracts, their implications for organization, and their broader behavioral consequences" (p.100). Their research wants to move in this direction. This study takes an even more different approach to the topic than the previous two authors have taken. The focus is entirely on teacher experience rather than analyzing experience and credentials separately (Anzia & Moe, 2014). Koshi and

Hornig's hierarchical linear model is used with original data sets and all of their original variables (Anzia & Moe, 2014). The sample is slightly different as it is restricted to elementary schools and excludes Los Angeles (Anzia & Moe, 2014). The aim of the study is to clarify the models and methods used in other studies and demonstrate that they all actually lead to the same basic conclusion about seniority-based transfer rights, which is that seniority-based transfer rights lead to more inexperienced teachers at disadvantaged schools (Anzia & Moe, 2014). A similar study by Levin and Quinn (2003) finds that transfer policies in collective bargaining agreements causes urban districts to hire teachers much later than districts in the suburbs. These conclusions could possibly be an explanation for the unequal and unfair distribution of experienced teachers.

Freeman (2010), studies the impact of two distinct types of bargaining styles on faculty salaries, benefits and work relationships. This study was conducted in Illinois using interviews and contract comparisons of salaries. The qualitative part of this study is the 13 interviews which participate in both types of bargaining styles. The interviews were conducted person-to-person with open-ended questions about perceptions or experiences. The quantitative part of the study is the comparison of six contracts from three districts spanning a twelve-year period bargained under each style. It is found through the interviews that most the participants prefer interest-based bargaining because of the communication at the bargaining table (Freeman, 2012). It is also found that participants had more negative commentary about traditional bargaining (Freeman, 2012). Additionally, there is a very slight increase in the cost of the language tied to the interest-based process (Freeman, 2012).

The existing studies investigating collective bargaining agreements show commonalities and differences among the studies such as, the analytical framework, coding, content analysis,

variables, sample sizes, and type of study. The studies tend to build upon one another with a basic analytical framework that is similar in some studies. Moe's (2006) analytic framework is rooted in agency theory, transaction cost economics, and related theories of collective action and cooperation. It seems to be common for the authors to code their contracts in some way and do a content analysis of agreements. There is a difference with the measure of the key independent variables, the range of coding their labor contracts, and the different samples sizes (Anzia & Moe, 2014). The studies range from qualitative, quantitative, and mixed methods. Some studies use surveys and content analysis of collective bargaining agreements while other studies solely use collective bargaining agreements for analysis. For example, Nelson and Rosen (1996) used statewide averages for the National Assessment of Education Progress to compare student performance between states that have high, medium, and low levels of union impact (as determined by the researchers). Freeman (2010) solely uses collective bargaining agreements to study the impact of bargaining styles on faculty salaries, benefits and work relationships. Some studies focus on elementary school while others add middle school as well. The findings from collective bargaining agreement studies are rather mixed as to the degree to which collective bargaining agreements inhibit school operations and reforms. For example, studies including Vachon and Ma (2015), Carni (2008), Nelson and Rosen (1996), Steelman, Powell, and Carini (2000), identify a positive relationship between teacher unions and student achievement. Hoxby (1996) on the other hand finds that collective bargaining has a negative effect on student performance.

Walton and McKersie (1991) Four Subprocesses of Negotiation

Collective bargaining in education is a social interaction between groups of people such as the unions who represent their employees and the school board. Walton and McKersie (1991) used the following terminology to define collective bargaining: “labor negotiations as an example of social negotiations, by which we mean the deliberate interaction of two or more complex social units which are attempting to define or redefine the terms of their interdependence” (Walton & McKersie, 1991, p. 3). Instructional staff do their work guided by a set of predetermined rules, to which they agree, that are written in their contracts for employment. Collective bargaining happens when “one or both parties place high priority on changing the basic social contract between labor and management” (Walton & McKersie, 1991, p. xxi). Teacher unions focus on the needs of instructional staff during collective bargaining and collaborate with school districts to come to an agreement in the contract. “Labor negotiations usually contain a mixture of conflictual and collaborative items” (Walton & McKersie, 1991, p. 3). Complication can arise as the union and the school board both negotiate for their own self-interest because in the end they have to come to a mutual agreement.

Walton and McKersie (1991) created “four systems of activity, each with its own function for the interacting parties, its own internal logic, and its own identifiable set of instrumental acts or tactics” (p. 4). As illustrated in Table 5, Collective Bargaining Subprocesses and Negotiation Framework, are descriptive perspectives for different lenses of negotiation.

Table 5: Collective Bargaining Subprocesses and Negotiation Framework

Lenses of Negotiation	Definition
Distributive Bargaining	Competitive negotiation for limited resources. Each group has its own interest and goals in obtaining limited resources
Integrative Bargaining	When both parties benefit from a solution to a problem. Both parties gain available resources.
Attitudinal Bargaining	Negotiators try to change the feelings and attitudes of the other party in order to attain a desired goal in negotiation.
Intraorganizational Bargaining	The negotiator achieving consensus with their group

Collective bargaining is rooted in social sciences because of its elements of conflict, behavioral, game, and social theory (Walton & McKersie, 1991). It can be seen through four different systems or sub-processes that collective bargaining is a complex negotiation process that can involve frustration, mediation, disputes, and aggression. Disputes in negotiation can lead to the feeling of frustration which can lead to aggression, in which case mediation may then be needed in order to help the parties in a disagreement.

The first sub-process, distributive bargaining, is most familiar to people who have ever had the occasion to negotiate for anything (Walton & McKersie, 1991). Distributive bargaining calls for competitive negotiation between groups in hopes of obtaining limited resources by use of persuasion (Walton & McKersie, 1991). Game theorists would refer to distributive bargaining as fixed-sum games, observing that one person's gain is another person's loss (Walton & McKersie, 1991). This sub-process is similar to conflict theory in that each group has its own interests and goals in obtaining the limited resources in direct conflict with the other group. The conflict can involve allocation of any resources from economic to noneconomic values.

Integrative bargaining is the second sub-process of negotiation for collective bargaining. It solves both parties' problems by finding a common interest between the groups (Walton & McKersie, 1991). Integrative bargaining occurs when both parties benefit from a solution to a problem, and both parties gain available resources. "Integrative bargaining refers to the system of activities which is instrumental to the attainment of objectives which are not in fundamental conflict with those of the other party and which therefore can be integrated to some degree" (Walton & McKersie, 1991, p. 5). Having a solution to a problem that benefits both negotiating parties or at least when the gains of one party do not represent equal sacrifices by the other is when integrative bargaining exists (Walton & McKersie, 1991).

The third sub-process, attitudinal structuring, "influences the relationships between parties; in particular, such attitudes as friendliness-hostility, trust, respect, and the motivational orientation of competitiveness-cooperativeness" (Walton & McKersie, 1991, p. 5). All these attitudes and feelings and even the tone that is used by individuals can affect the relationship of the parties involved which can then influence the labor negotiation (Walton & McKersie, 1991). A Negotiator tries to change the feelings and attitudes of the other party in order to attain a desired goal in negotiation. During the negotiation process, relationship bonds can be altered between the two groups. The purpose of attitudinal structuring in negotiations is to manipulate and change the feelings and attitudes of the parties toward each other, and this can change the relationship (Walton & McKersie, 1991). These relationships and the attitudes that define them have implications for both parties in the negotiation process (Walton & McKersie, 1991). The first two processes, distributive and integrative bargaining are joint decision-making processes, but attitudinal structuring is intended to manipulate attitudes and relationships, making it a

socioemotional interpersonal process (Walton & McKersie, 1991). The issues involved in collective bargaining can be sensitive subjects that heighten the attitudinal structure. The direction of change of behavior can subsequently influence changes in decisions.

The final sub-process, intraorganizational bargaining is an integral aspect of the interparty negotiations and is the function of achieving consensus within each of the interacting groups (Walton & McKersie, 1991). During intraorganizational bargaining, the chief negotiator receives two sets of demands, one from his own organization and one from the company. The job of the negotiator is to come to a consensus. Even though not all parties affected by negotiations will be at the bargaining table, they are still concerned as to what will transpire (Walton & McKersie, 1991). “The union negotiator is probably subject to more organizational constraints than his company counterpart” (Walton & McKersie, 1991, p. 6). Stakeholders of education are very interested in the outcomes of collective bargaining and potentially can influence what occurs at the bargaining table.

Collective bargaining typically begins with a desire to change a predetermined set of rules. “We also accept as not requiring explaining the existing set of rules which governs their continuous interface but then ask what the process is by which these rules are changed periodically” (Walton & McKersie, 1991, p. 2). The negotiators in bargaining live by a set of unspoken rules that they use for negotiating yet they never question why this is commonly accepted. For example, “The need to defend one’s self interest and at the same time engage in joint problem solving vastly complicates the selection of bargaining strategies and tactics” (Walton & McKersie, 1991, p. 3). It can be difficult to collaborate when the conflict is negotiation for your own group’s agenda (Walton & McKersie, 1991). Thus, defining the four

sub-processes of negotiation helps with understanding the complexity of collective bargaining. These sub-processes are interrelated and can affect one another.

Walton and McKersie's (1991) four sub-processes of collective bargaining can be used as a basis for understanding public school collective bargaining agreements in Florida. The framework shows how a complex interaction occurs between the union and school board during the collective bargaining process. Walton and McKersie's (1991) framework helps in understanding this interaction and how it can influence the outcome of collective bargaining. To that end, the four sub-processes serve as lenses that can be used in examining collective bargaining agreements studies and understanding how to more effectively determine the integrate processes related to collective bargaining agreement processions in Florida schools and their implications for negotiation.

Together, the studies on collective bargaining agreements provide a useful foundation for exploring what factors influence these contracts as well as what the effects of the provisions in the contracts have on schools. Continuous research on this new literature will help bring clarity and consistency to collective bargaining studies. Further research on teacher collective bargaining can only provide more information for unions interested in improving schools (Vachon & Ma, 2015).

Summary of the Literature Review

In conclusion, this investigates the historical perspectives of teacher advocacy in education, the Florida context, and collective bargaining and contractual agreements that are articulated as background for this study. The review of literature begins with a section on the

historical perspective on teacher rights, teacher unionism and collective bargaining in education. The history of teacher unions reveals the progress that teachers have made through the assistance of unions. Collective bargaining in the 21st century and in the future rests upon the foundation built by the struggles and advances of the labor movement fought by workers over the last 100 years. The history of teacher unionism has led to today's unresolved issues in Florida, a leader of education reform (Bormna & Dorn, 2007). The second section, the Florida context focuses on the public education in Florida by reviewing Florida's unique characteristics and policy context. The last section is a review of literature relating to the extant research investigating teacher rights using contracts. Together, the studies on collective bargaining agreements provide a useful foundation for exploring what factors influence these contracts as well as what the effects of the provisions in the contracts have on schools. Continuous research on this new literature will help bring clarity and consistency to collective bargaining studies. Further research on teacher collective bargaining can only provide more information for unions interested in improving schools (Vachon & Ma, 2015).

CHAPTER THREE: RESEARCH METHODS

The primary goal of this mixed-methods study was to investigate the prevalence among Florida school district collective bargaining agreements of provisions identified in extant research as desirable for teachers, and to describe their distribution among different categories of school districts in Florida. The decision to focus on Florida collective bargaining agreements was based on the state's unique characteristics and the diverse nature of its counties. Florida's 67 counties vary greatly in their size and socioeconomic status. School reform is directly or indirectly related to teacher collective bargaining (Hannaway & Rotherham, 2010). Such relationship makes collective bargaining such an important topic of concern. This study sought to answer the following research questions:

1. To what extent, if any, do collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements?
2. How does the presence or absence of the selected collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale)?

These research questions provided direction for the study to guide the researcher's dissertation. The questions arise after realizing they remained unanswered in the current literature. The first question determines the presence of collective bargaining agreement provisions in Florida collective bargaining agreements. The second question examines whether differences exist between the collective bargaining agreement provisions present and their school district's demographics. Each question is examined using qualitative and quantitative methodology.

Chapter Three is organized into six sections: research procedures, school district background, research design, data collection measures, data analysis, and summary. Research procedures explore the way data was used in this mixed-methods study. Florida's diversity and unique characteristics help data users make connections about the school district such as district size, district locale, and district grade which will all be explored in the section on background of the school districts. Research design discusses the mixed-methods theory used to design the research. Data collection describes what was done to obtain the 67 Florida public school's collective bargaining agreements, the enrollment, locale, and district grades. Data analysis describes the way in which the research questions were addressed. The final section of Chapter Three, the summary, is a wrap up of all the sections presented in Chapter Three.

Procedures in the Research Study

For this mixed-methods study, collective bargaining agreements from 2015-2016 in 66 out of 67 *regular*³ public school districts in Florida were examined. Sixty-one of the 67 collective bargaining agreements were available on either the school districts' website or the school districts' local teacher association website. Five of the 67 collective bargaining agreements were obtained by calling and/or e-mailing either local teacher associations or school boards. One of the 67 collective bargaining agreements was not able to be obtained by internet search, phone call, or e-mail. For this study, particularly it was decided to look only at Florida collective bargaining agreements from 2015-2016 school year. The decision to focus on the

³ There are seven additional schools not governed by traditional CBAs: Four lab schools (operated by, Florida A & M University, Florida Atlantic University, Florida State University, and the University of Florida), the Florida School for the Deaf and Blind, Florida Virtual School, and Okeechobee Youth Development Center

collective bargaining agreements being used during the 2015-2016 year came from the fact that all of Florida's 67 instructional collective bargaining agreements are multiyear contracts. The duration of the collective bargaining agreement varies from district to district between two to three years. Negotiations over a successor contract takes months and there is very little chance that any important agreements will be reached during the first five to six months before the contract expires (Lieberman, 1997).

All the collective bargaining agreements were downloaded and saved for analysis. To determine the frequency of the provisions, present in each collective bargaining agreement, an Excel chart was used to tally up the occurrence of eight (8) provisions in each of the 66 collective bargaining agreements. The eight provisions were placed across the top of the chart and the 67 districts were placed along the side of the chart. The dissertation proposal was submitted to the Institutional Review Board (IRB) at the University of Central Florida (UCF) for approval. Upon approval, the researcher implemented the study as defined. To protect the anonymity of the school districts involved, the researcher identified the districts as DIS #1, DIS #2, etc.

Background of the School Districts

The population for this study was the 67 public school districts in the state of Florida. The average district enrollment for the state of Florida is 42,045 students. Districts range in size from 734 to 357,311 students. Of these 67 districts six (6) are City, thirteen (13) are town, twenty (20) are Rural, and twenty-eight (28) are Suburban (National Center for Education Statistics, 2016). These four types of areas, City, Town, Rural, and Suburban, represent four of

the school locale code classification of all territory in the U.S. determined by The National Center for Education Statistics (NCES) (National Center for Education Statistics, 2017). School locale codes characterizes the type of community where a school is located (National Center for Education Statistics, 2017). Each area is divided into three subtypes, City and Suburban is based on population size while Town and Rural is bases on proximity to urban areas (National Center for Education Statistics, 2017). All the types of locales are either completely rural or urban by definition of the U.S. Census Bureau (National Center for Education Statistics, 2016). The four areas are divided into three subtypes. This information allows data users such as policymakers support for analysis of the relationship between schools and the community which can potential affect education (National Center for Education Statistics, 2017). Additionally, each school district is assigned a letter grade of A, B, C, D, or F annually by the Florida Department of Education, based on the district's full-year enrolled students (Florida Department of Education, 2017). The district's grade is measured using the same components as school grades. School grades also use a scale of A, B, C, D, or F and includes up to eleven components (Florida Department of Education, 2017).

A school grade may include up to eleven components. There are four achievement components, four learning gains components, a middle school acceleration component, as well as components for graduation rate and college and career acceleration (Florida Department of Education, 2017). The four achievement components include student performance on statewide standardized assessment in English Language Arts, Mathematics, Science, and Social Studies. The four learning gains components are in English Language Arts, mathematics, as well as learning gains for the lowest performing 25% of students in English Language Arts and

Mathematics (Florida Department of Education, 2017). The middle school acceleration component is based on the percentage of “eligible students who passed a high school level EOC assessment or industry certification” (Florida Department of Education, 2017). The graduation rate is based on an “adjusted cohort of ninth grade students and measures whether the students graduate within four years” (Florida Department of Education, 2017). The college and career acceleration component is based on the “percentage of graduates from the graduation rate cohort who earned a score on an acceleration examination or a grade in a dual enrollment course that qualified students for college credit or earned an industry certification” (Florida Department of Education, 2017). Each component can earn up to 100 points each which is added together and divided by the total number of points to determine the percentage of points earned (Florida Department of Education, 2017).

Research Design

A mixed method study uses both qualitative and quantitative approaches in the same study (Frankel, Wallen, & Hyun, 2015; Gay, Mills, & Airasian, 2009). The purpose of using a mixed method approach is to build upon the data by gathering more data than was able to by using a single approach (Frankel, Wallen, & Hyun, 2015; Gay, Mills, & Airasian, 2009). Going beyond one approach method allows the two approach to work together and build upon the strengths of each (Frankel, Wallen, & Hyun, 2015; Gay, Mills, & Airasian, 2009). The key to a mixed method study is to combine the elements of methods in a way that makes the best sense for the study (Gay, Mills, & Airasian, 2009).

There are three types of common mixed research design: The Qual-quant model, the QUANT-qual model, and the QUANT-QUAL model (Gay, Mills, & Airasian, 2009). In the exploratory mixed methods design or QUAL-quant model, qualitative data is considered more deeply and collected first, then quantitative data is collected (Gay, Mills, & Airasian, 2009). The explanatory mixed methods design or QUANT-qual model is opposite of the QUAL-quant. Quantitative data is considered more deeply and collected first, then qualitative data is collected (Gay, Mills, & Airasian, 2009). The last method is the triangulation mixed methods design or QUANT-QUAL model. The data is weighed evenly and collected simultaneously (Gay, Mills, & Airasian, 2009).

This study most closely resembles the QUAL-quant model. Qualitative data was collected first through content analysis. Qualitative research looks deeply into phenomena to determine the patterns of meaning that emerge from data gathered (Lunenburg & Irby, 2008). Content analysis is a qualitative research technique that was used in this study to help interpret meaning from the content of text data to determine the patterns of meaning. “Research using qualitative content analysis focuses on the characteristics of language as communication with attention to the content or contextual meaning of the text” (Hsieh & Shannon, 2005, p. 1278). The purpose of qualitative content analysis is to classify text into shared categories by extend beyond counting words and examining language intensely (Hsieh & Shannon, 2005). This is referred to as coding. Coding in qualitative studies is “The analytical process through which data are fractured, conceptualized and integrated to form theory...When coding a sentence or paragraph, the coder tries to capture succinctly the major idea brought out by the sentence or paragraph” (Frankel et al., 2015, p. 434). This study aligns with those perspectives by

classifying large amounts of text (collective bargaining agreements) into eight provisional categories. To that end, content analysis involved seven specific steps to be taken for analyzing qualitative data. Table 6 is as follows:

Table 6: Key Aspects of Qualitative Content Analysis

Content Analyses'	Action Taken in Research
Formulating research questions	Two questions were formulated to be answered in this study: 1. To what extent are collective bargaining agreement provisions present in Florida's collective bargaining agreements? 2. How does the presence of collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale)?
Selecting a sample	67 Florida regular public school collective bargaining agreements were analyzed
Defining categories	Eight (8) provisions were applied
Outlining the coding process	Codes or themes emerged while reading the 67 collective bargaining agreements
Implementing the coding process	Frequency count of the eight (8) provisions in the 67 collective bargaining agreements
Determining trustworthiness	Credibility of the collective bargaining agreement attained
Analyzing the results of the coding process	Quantifying and/or qualifying the eight (8) provisions present and absent as well as crosstabulations on these eight (8) provisions

There are three distinct approaches to content analysis, conventional, directed, and summative (Hsieh & Shannon, 2005). In conventional content analysis, coding categories emerge directly from the text data (Hsieh & Shannon, 2005). Directed approach analysis uses an existing theory or relevant research findings as guidance for initial codes (Hsieh & Shannon, 2005). Summative content analysis involves counting and comparison (Hsieh & Shannon, 2005). Determining which of the three approaches to use varies based on the interests of the researcher and the

problem being studied (Hsieh & Shannon, 2005). This study most closely resembles summative content analysis.

Summative content analysis starts with identifying and tallying certain words or content in text with the purpose of understanding (Hsieh & Shannon, 2005). This study aligns with the perspectives offered by Hsieh and Shannon (2005) as it is inclusive of eight selected provisions to identify and quantify in Florida's collective bargaining agreements to explore usage rather than infer meaning. This is referred to as a manifest content analysis because words were reviewed without having to decode their meaning (Frankel, Wallen, & Hyun, 2015). This starts with a qualitative study because it is summative in nature and goes beyond quantifying to include latent content analysis. "Latent content analysis refers to the process of interpretation of content" (Hsieh & Shannon, 2005, p. 1283). If the analysis stopped at the frequency of provisions then this research would be quantitative, however the analysis goes on to examine the provisions based on district size, district performance, and district locale. Hence this research design used a summative approach to qualitative content analysis.

Once the qualitative data has been collected, the next phase of collecting quantitative data is then collected. With the Qual-quant method, quantitative techniques are used with the data derived from the qualitative analysis (Gay, Mills, & Airasian, 2009). Once the data is analyzed qualitatively, the data is reported based on the frequency of the eight selected provisions. Crosstabulations were run to determine how the presences of desirable collective bargaining agreements provisions vary according to district size, district performance, and district locale.

Cross-tabulation, also known as a contingency table or cross tabs, is a method to quantitatively analyze variables that are grouped together to understand the correlation between

multiple variables (Frankel, Wallen, & Hyun, 2015). A cross-tabulation matrix table allows for descriptively presenting the relationship between two variables (Green & Salkind, 2008).

Descriptive statistics was used as a data analysis technique to meaningfully describe data in a numerical graph (Frankel, Wallen, & Hyun, 2015).

The understanding gained through this investigation will provides useful information to policymakers and practitioners in the state and provide the framework to determine ways to more efficiently and effectively generate collective bargaining agreement provisions. This purpose of the study aligns with the goal of content analysis, which is to “provide knowledge and understanding of the phenomenon under study” (Hsieh & Shannon, 2005, p. 1278).

Data Collection Measures

As part of the data collection measures, collective bargaining agreements from sixty-seven Florida school districts from the 2015-2016 school year were used. Sixty-one of the 67 collective bargaining agreements were available on either the school districts’ website or the school districts’ local teacher association website. Five (5) of the 67 collective bargaining agreements were obtained by calling and/or e-mailing either local teacher associations or school boards. DIS #40 does not have a teacher association website and the DIS #40 district school board website did not have the collective bargaining agreement available. The researcher attempted to call and e-mail using the information from the FEA website and human resources of DIS #40 District School Board but was unsuccessful.

The school districts’ locale codes for common core data were downloaded from the National Center for Education Statistics website (National Center for Education Statistics, 2016).

There were 12 locale codes: large, midsize, and small city, large, midsize, and small suburban, fringe, distant, and remote town, and fringe, distant, and remote rural (NCES Locale Classifications and Criteria, 2018). For the purposes of this study, the researcher collapsed the 12 locale codes into their 4 major categories and assigned numerical values to them to aid in analysis. For analysis purposes, the locale codes were recoded as 1 (city), 2 (suburb), 3 (town), and 4 (rural).

The 2016-2017 state assigned districts grades were downloaded from the Florida Department of Education website (Florida Department of Education, 2018). For analysis purposes, the school district grades were recoded as 1 (school district grade D), 2 (school district grade C), 3 (school district grade B), and 4 (school district grade A). The 2016-2017 enrollment was downloaded from the Florida Department of Education website (Florida Department of Education, 2018). Frequencies for enrollment were computed to identify four equal-sized quartiles for re-coding enrollment values into a categorical variable. For analysis purposes enrollment was categorized into four quartiles: 1 to 4,905 (quartile 1), 4,906 to 12,929 (quartile 2), 12,930 to 43,039 (3rd quartile) and 43,0040 to 35, 7311 (4th quartile). Locale codes, district grades, and enrollment were given assigned codes to make categorical variables. The locale codes, district grades, and enrollment data sets were then merged into a single data set. The data set was entered into an Excel spreadsheet which was then uploaded into SPSS for analysis.

Data Analysis

The 66 contracts were analyzed inductively, meaning “immersion in the details and specifics of the data to discover important categories, dimensions, and interrelationships” (Frankel, Wallen,

& Hyun, 2015, p. 426). The Florida contracts contents were analyzed to discover links between the eight (8) provisions and the contracts. The researchers identified eight desirable provisions based on relevant extant research to identify from the 67 collective bargaining agreements (Goldhaber, Lavery, & Theobald, 2014). That earlier study drew from the extant literature to identify 40 salient collective bargaining agreement provisions, grouped into eight (8) categories. These provisions reflect topics/issues receiving considerable attention in the press and teacher labor literature. For the current project, eight (8) provisions were selected, representing six of the eight categories. The researcher selected the provisions that teachers would be interested to learn about because of the importance and concern of the provisions in instructional collective bargaining agreements. One category was a single question that did not lend itself to the planned analysis and, because maternity leave is regulated by Florida statutes, this category was not used. To determine the frequency of the provisions present in each collective bargaining agreement, an Excel chart was used to tally up the occurrence of 8 provisions in each of the 66 collective bargaining agreements. The data was then looked at using the frequency statistics for the state as a whole and, via crosstabs, across district categories with the intent of identifying meaningful patterns.

To answer research question one, eight desirable provisions were identified based on relevant extant research (Goldhaber, Lavery, & Theobald, 2014). That earlier study drew from the extant literature to identify 40 salient collective bargaining agreement provisions, grouped into eight categories. These eight categories created the eight provisions for this research study. For the current study, eight provisions were selected, representing six of the eight provision category groups found in the Goldhaber, Lavery and Theobald (2014) study. The eight

categories in their study were: accessibility; association; hiring and transfers; workload; evaluations; grievance; layoffs; and leave (Goldhaber, Lavery, & Theobald, 2014). The researcher selected the provisions that teachers should be interested in because of the importance and concern of these provisions in instructional collective bargaining agreements. These provisions reflect topics/issues receiving considerable attention in the press and teacher labor literature.

One category was a single question that did not lend itself to the planned analysis and because layoffs are regulated by Florida statutes, this category was not used. The eight provisions that were selected for use in this study were as follows:

1. Does the district pay for release time for negotiations for union members?
2. Does CBA require that districts post all certificated vacancies/make them available to teachers in the district?
3. Does the CBA specify a given length of the school day?
4. Are there consequences for receiving a negative/unsatisfactory (needs improvement) performance evaluation?
5. Does the CBA allow for teachers to rebut or appeal a negative evaluation?
6. May the teacher grieve disciplinary action?
7. Is seniority the primary factor that determines the order of layoffs?
8. Do factors other than seniority determine the order of layoffs?

All of the collective bargaining agreements were downloaded and saved for analysis. To determine the frequency of the provisions present in each collective bargaining agreement, an

Excel chart was used to tally up the occurrence of 8 provisions in each of the 66 collective bargaining agreements. The eight provisions were placed across the top of the chart and the 67 districts were placed along the side of the chart. An identifiable marker of one (1) was given for collective bargaining items present while a value of zero (0) was given for items not present.

Table 7 provides a matrix of the inclusion are non-inclusion of provisions of collective bargaining agreements. Table 7 is as follows:

Table 7: Matrix of District and Provisions

District	PRO 1	PRO2	PRO3	PRO4	PRO5	PRO6	PRO7	PRO8
DIS 1	1	1	1	1	0	1	0	0
DIS 2	1	1	1	0	1	0	0	1
DIS 3	0	1	1	1	1	1	0	1
DIS 4	0	1	1	1	1	1	1	0
DIS 5	1	1	1	1	1	1	0	1
DIS 6	1	1	1	1	0	1	1	0
DIS 7	0	1	1	1	1	0	0	1
DIS 8	0	1	1	0	1	1	0	1
DIS 9	0	1	0	0	0	1	1	0
DIS 10	0	1	1	1	1	1	0	1
DIS 11	0	1	1	1	1	0	0	1
DIS 12	1	1	1	0	0	1	0	0
DIS 13	0	0	1	1	1	1	1	0
DIS 14	1	1	1	0	1	1	0	1
DIS 15	1	1	1	1	1	0	0	0
DIS 16	1	1	1	1	1	0	1	1
DIS 17	1	1	0	0	0	0	1	0
DIS 18	0	1	1	0	1	0	1	0
DIS 19	0	1	1	0	0	1	1	1
DIS 20	1	1	1	1	1	0	0	1
DIS 21	0	1	1	0	1	0	0	1
DIS 22	0	1	1	0	1	0	1	0
DIS 23	1	1	1	0	1	1	0	1
DIS 24	0	1	1	0	0	0	0	1
DIS 25	0	1	1	0	0	0	1	0

District	PRO 1	PRO2	PRO3	PRO4	PRO5	PRO6	PRO7	PRO8
DIS 26	1	1	1	1	1	1	0	1
DIS 27	0	1	0	1	1	1	0	1
DIS 28	1	1	1	1	0	1	0	1
DIS 29	0	1	1	1	1	1	1	0
DIS 30	0	1	1	0	1	0	1	1
DIS 31	1	1	1	1	1	1	0	1
DIS 32	0	1	1	1	0	0	0	1
DIS 33	0	1	1	0	1	1	0	1
DIS 34	0	1	1	0	0	0	1	1
DIS 35	0	1	1	1	0	0	0	1
DIS 36	0	1	1	0	0	0	0	1
DIS 37	0	1	1	0	0	0	0	1
DIS 38	0	1	1	1	1	1	1	1
DIS 39	0	1	1	0	0	0	1	0
DIS 40								
DIS 41	0	1	1	0	0	1	1	1
DIS 42	0	1	1	1	1	0	0	1
DIS 43	0	0	1	0	1	0	0	1
DIS 44	0	1	1	1	0	1	0	1
DIS 45	1	1	1	1	0	0	0	1
DIS 46	0	1	1	1	0	1	0	1
DIS 47	0	1	1	1	0	1	0	1
DIS 48	0	1	1	1	0	1	0	1
DIS 49	1	1	1	0	0	0	0	1
DIS 50	1	1	1	0	1	1	0	1
DIS 51	1	1	1	0	0	0	0	1
DIS 52	1	1	1	1	1	1	0	0
DIS 53	0	1	1	1	1	1	0	1
DIS 54	0	1	1	1	1	1	0	1
DIS 55	0	1	1	0	0	0	1	1
DIS 56	0	1	1	1	0	1	1	1
DIS 57	0	1	1	1	0	1	0	1
DIS 58	0	1	1	1	1	1	0	1
DIS 59	0	1	1	1	1	0	0	1
DIS 60	0	1	0	0	1	0	0	1
DIS 61	1	1	1	0	0	0	1	0
DIS 62	1	1	1	1	1	1	0	1
DIS 63	1	1	1	0	1	1	1	0

District	PRO 1	PRO2	PRO3	PRO4	PRO5	PRO6	PRO7	PRO8
DIS 64	0	1	1	1	1	1	1	0
DIS 65	0	1	1	1	1	1	0	1
DIS 66	0	1	1	1	0	1	0	0
DIS 67	0	1	1	1	1	0	0	1

Table 7 was used to determine the percentage of districts’ collective bargaining agreements that contained each of the eight (8) provisions. The Excel chart was uploaded to SPSS for analysis. Such approach remained consistent with the Hsieh and Shannon (2005) summative content analysis process.

To answer research question one, frequency statistics were calculated for all eight (8) desirable characteristics. Information from the aforementioned table was inputted in the Excel chart and uploaded to SPSS analysis. To answer research question two, crosstabulations were run to determine how the presences of desirable collective bargaining agreements provisions vary according to district size, district performance, and district locale. Cross-tabulation is a matrix table that allows for descriptively presenting the relationship between two variables (Green & Salkind, 2008). The same 8 provisions were disaggregated based on district size, performance, and locale. Each of the three charts were set up with the four categories placed across the top of the columns of the chart and with the percentage within district grade below the columns for present and not present collective bargaining items.

Summary of the Methods

Chapter Three provided information about the background of the school districts, the research design, the research procedures, and data collection measures and analyses of the research and the research questions. Florida's 67 public school districts were chosen for the study population because of Florida's unique enrollment characteristics. The 67 collective bargaining agreements used were taken from each school district's website. The Florida contracts contents were analyzed to discover links between the eight (8) provisions and the contracts. To determine the frequency of the provisions present in each collective bargaining agreement, an Excel chart was used to tally up the occurrence of eight (8) provisions in each of the 66 collective bargaining agreements. All of these components of the research methods have offered insight into the strategies necessary to conduct an important study.

CHAPTER FOUR: RESEARCH FINDINGS

This study investigated the prevalence among 67 Florida school district collective bargaining agreements (CBAs) of provisions identified in extant research as desirable for teachers, and to describe their distribution among different categories of school districts in Florida. The purpose of this mixed-methods study is as follows: (1) determine the extent, if any, to which collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements, and (2) identify and describe how the presence or absence of these selected collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale). This chapter presents the results of the data analysis for these two stated research questions.

Both frequency and crosstabulation have been reported. The presentation of the findings is organized by the two research questions. Frequency statistics were used to answer research question one: To what extent, if any, do collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements? To answer research question two, crosstabulations were employed to determine how the presence of desirable collective bargaining agreement elements varies according to key variables of district size, district performance, and district locale. The eight selected CBA provisions were disaggregated based on those key aforementioned variables, resulting in three crosstabulation tables for each provision. In all cases, the three crosstabulation tables illustrate provisions that are present and provisions that are not present in the collective bargaining agreements categorized by district grade, district locale, and district enrollment.

It is important to note that attempts were made in SPSS to determine whether or not relationships existed between the districts' grade, locale, enrollment, and the eight provisions. The statistical tests of Pearson R Correlation, Regression, Spearman Correlation, Mann-Whitney U, Chi-Square, t-test were all utilized. It was determined that because there were only two categories for the provisions, correlation testing would not work. The distribution of the size was not normal for a t-test and the researcher violated the assumptions for a t-test; therefore, a Mann-Whitney U test was run in SPSS. Mann-Whitney test was used to analyze the relationship between school grades and provisions since the dependent variables (provisions) are categorical, and the independent variable (grade) is ordinal. The researcher reclassified the enrollment table to match the four categories of the other two tables (grade and locale) and ran a Mann-Whitney U test for the statistics based on the data in the table. The Mann Whitney U test was run two different ways, continuous and classified; the results were the same using either method. For testing local and provisions, the researcher used a Chi-squared test, since locale is a nominal variable. The results of the aforementioned tests indicated that there were no significant or statistical differences between the districts' grade, locale, and enrollment and the eight provisions.

Eight selected provisions were chosen from the identified 40 collective bargaining provisions reported by Goldhaber, Lavery, and Theobalds (2014). They are as follows:

1. Does the district pay for release time for negotiations for union members?
2. Does CBA require that districts post all certificated vacancies/make them available to teachers in the district?
3. Does the CBA specify a given length of the school day?
4. Are there consequences for receiving a negative/unsatisfactory (needs improvement) performance evaluation?

5. Does the CBA allow for teachers to rebut or appeal a negative evaluation?
6. May the teacher grieve disciplinary action?
7. Is seniority the primary factor that determines the order of layoffs?
8. Do factors other than seniority determine the order of layoffs?

These aforementioned provisions provide a guided structure for examining data associated with this mixed-methods study. To respond to the overall research questions, there are eight different frequency tables presented in response to question one and in response to each of the eight selected provisions. There are 24 tables presented in response to question number two. The tables provide a clear and comprehensive presentation of the results of the data analysis.

Collective Bargaining Agreements and Florida Public School Districts

The first research question in this study, to what extent, if any, do collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements, focuses on the presence of desirable CBA elements in CBAs for the state as whole. Eight desirable provisions were selected for analysis in 66 of 67 CBAs in Florida. A categorical value of one was given for collective bargaining items present while a value of zero was given for items not present. Analyses of qualitative data suggests the emerging themes of process-oriented approach and results-driven outcomes.

The process-oriented approach themes indicate those provisions in which an action needs to take place because it is developmental to the organization. Those processes are most evident in the sub-themes of time, opportunity, and politics. These are all interactions that will take place in a school as part of the school's function. On the other hand, the results-driven outcomes themes are indicative of outcomes of what has already taken place based on the process-oriented provisions. These processes are most evident in the sub-themes of economics,

performance, and equity. These are all interactions that have taken place in a school as part of the school’s function. The primary difference between these two approaches is with the process-oriented approach, desirable changes have not yet occurred, but with the results-driven approach, these outcomes have already occurred in the past. To that end, it is important to consider, both quantitatively and qualitatively, the implications of collective bargaining agreements for public school districts.

Table 8 presents the results for the number of collective bargaining agreements that contained provision one, release time for negotiations. Provision one asks, does the district pay for release time for negotiations for union members? Table 8 is as follows:

Table 8: Frequency Table for Provision Number One (Release Time for Negotiations)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	44	65.7	66.7	66.7
	Present in CBA	22	32.8	33.3	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

Frequency statistics were calculated to determine the presence and absence of provision one in all 66 collective bargaining agreements. The majority do not pay for release time for negotiations. The number of CBAs that *did not* contain provision one was 44 out of 66 or 66.7%. The number of CBAs that *did* contain provision one was 22 out of 66 or 33.3%. Each of the 66 collective bargaining agreements were also reviewed qualitatively using a summative content analysis to determine if the district pays for release time for negotiations for union members. As the 66 collective bargaining agreements were examined, six emerging themes

were developed and classified into shared categories. Qualitatively, provision one’s emerging themes captured by the text were tied with the broader theme of the process-oriented approach (i.e. time, opportunity, politics) and the results-oriented outcomes (i.e. economic, equity). The process-oriented approach consists of three sub-process actions that will take place. Provision one raises the question of being equitable and allowing educators the opportunity to take the time to engage in a political process of negotiations and if the school will pay for the substitute teacher out of its own funds.

Provision two asks, do collective bargaining agreements require that districts post all certificated vacancies/make them available to teachers in the district? Table 9 presents the results showing the number of collective bargaining agreements containing provision two (posting of certificated vacancies). Table 9 is as follows:

Table 9: Frequency Table for Provision Number Two (Posting of Certificated Vacancies)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	2	3.0	3.0	3.0
	Present in CBA	64	95.5	97.0	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

To determine the presence and absence of provision two in all 66 collective bargaining agreements frequency statistics was calculated. As indicated by Table 9, most districts do require such notification/posting. The number of contracts that did not contain provision two was recorded as only two out of 66 or 3% of CBAs. The number of CBAs which contained provision two was 64 out of 66, or 97%. A qualitative method was used for each of the 66 collective bargaining agreements, specifically, a summative content analysis to determine if

districts post all certificated vacancies, i.e., make them available to teachers in the district. As the content of the 66 collective bargaining agreements were interpreted, six themed categories were formed. Provision two fits into three of the six qualitative themed categories, opportunity, politics, and equity. There are three emerging themes captured by the text for provision two which are tied to the broader theme of the process-oriented approach (i.e. opportunity, politics) and the results-oriented outcomes (i.e. equity). Provision two asks if the district would be competitive by posting opportunities for educators. The political influence is asserted when schools do not want to post or limit the duration of their posted opportunities to avoid losing teachers.

Table 10 presents the results for provision three in all 66 collective bargaining agreements. Provision three asks, does the collective bargaining agreement specify a given length of the school day? Table 10 is as follows:

Table 10: Frequency Table for Provision Number Three (Length of School Day)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	4	6.0	6.1	6.1
	Present in CBA	62	92.5	93.9	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

To determine the presence and absence of provision two in all 66 collective bargaining agreements, frequency statistics were calculated. Almost all the CBAs specified the given length of the school day or teacher day. Table 10 illustrates the results showing that 62 out of 66 or 93.9% of the CBAs include a teacher work day or school day provision. Only four out of 66 or

6.1% of CBAs did not contain provision three. A qualitative review of the 66 collective bargaining agreements were reviewed using a summative content analysis to determine if districts specify a given length of the school day. As the 66 collective bargaining agreements were analyzed, six themed categories emerged. Provision three’s qualitative emerging themes captured by the text was tied with the broader theme of the process-oriented approach (i.e. time) and the results-oriented outcomes (i.e. performance). Provision three is concerned with posting the length of time a teacher is expected to perform in a school day.

Table 11 presents the results for the number of collective bargaining agreements that contained provision four. Provision four asks, are there consequences for receiving a negative/unsatisfactory, needs improvement, performance evaluation? Table 11 is as follows:

Table 11: Frequency Table for Provision Number Four (Consequences for Performance)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	28	41.8	42.4	42.4
	Present in CBA	38	56.7	57.6	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

Frequency statistics were calculated to determine the presence or absence of provision four in all 66 collective bargaining agreements. A total of 28 or 42.4% of CBAs did not contain this provision and 38 or 57.6% did. Table 11 illustrates the results for provision four. Each of the 66 collective bargaining agreements were reviewed qualitatively using a summative content analysis to determine if districts have consequences for receiving a negative/unsatisfactory, needs improvement, performance evaluation. Six themes emerged while reading the 66 collective bargaining agreements. Qualitatively, provision four’s emerging themes, captured by the text,

was tied with the broader theme of the process-oriented approach (i.e. politics) and the results-oriented outcomes (i.e. performance, equity). Provision four is concerned with the handling of performance (equity) which ties in with the politics of why a school might or might not have this provision.

Provision five asks, does the CBA allow for teachers to rebut or appeal a negative evaluation? Table 12 presents the results for the number of collective bargaining agreements that contained provision five, appeal of negative evaluation. Table 12 is as follows:

Table 12: Frequency Table for Provision Number Five (Appeal of Negative Evaluation)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	28	41.8	42.4	42.4
	Present in CBA	38	56.7	57.6	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

To determine the presence and absence of provision two in all 66 collective bargaining agreements frequency statistics were calculated. Table 12 reports that 28 or 42.4% of collective bargaining agreements did not allow for teachers to rebut or appeal a negative evaluation and 38 or 57.6% allowed it. A summative content analysis was used for each of the 66 collective bargaining agreements to determine qualitatively if districts allow for teachers to rebut or appeal a negative evaluation. As the collective bargaining agreements were examined, six emerging themes were developed and classified into shared categories. There are three emerging themes captured by the text for provision five which was tied with the broader theme of the process-oriented approach (i.e. opportunity, politics) and the results-oriented outcomes (i.e. performance, equity). Provision five asks if teachers would have the equitable opportunity to

appeal a negative performance evaluation. Politics is again involved because challenges emerge whenever administration is approached in an adverse manor.

Table 13 presents the results for the number of collective bargaining agreements that contained provision five, grieve disciplinary action. Provision six asks, may the teacher grieve disciplinary action? Table 13 is as follows:

Table 13: Frequency Table for Provision Number Six (Grieve Disciplinary Action)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	29	43.3	43.9	43.9
	Present in CBA	37	55.2	56.1	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

Frequency statistics was calculated to determine the presence and absence of provision six in all 66 collective bargaining agreements. Twenty-nine or 43.9% of CBAs did not allow teachers to grieve disciplinary action and 37 or 56.1% of CBAs allowed for grievances. A summative content analysis was used as a qualitative method for each of the 66 collective bargaining agreements to determine if districts allow for teachers to grieve disciplinary action. As the 66 collective bargaining agreements were examined, six emerging themes were developed and classified into shared categories. Provision six’s emerging themes captured by the text was tied with opportunity, politics, performance and equity. The broader theme of the process-oriented approach (i.e. opportunity, politics) and the results-oriented outcomes (i.e. performance, equity). Provision six questions if a teacher would have the equitable opportunity to grieve disciplinary action that was based on their performance. Politics is once again involved because a debate is involved challenging administration.

Table 14 presents the results for the number of collective bargaining agreements that contained provision seven, order of layoffs. Provision seven asks, is seniority the primary factor that determines the order of layoffs? Table 14 is as follows:

Table 14: Frequency Table for Provision Number Seven (Order of Layoffs)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	45	67.2	68.2	68.2
	Present in CBA	21	31.3	31.8	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

Frequency statistics were calculated to determine the presence and absence of provision seven in all 66 collective bargaining agreements. Table 14 reports that, out of 66 CBAs, 45 or 68.2% of CBAs do not allow for seniority to be considered the number one factor in layoffs. Each of the 66 collective bargaining agreements were reviewed qualitatively using a summative content analysis to determine if seniority is the primary factor that determines the order of layoffs in a district. As the content of the 66 collective bargaining agreements were interpreted, six categories were formed. Provision seven fits into two of the six themed categories, time and politics. Provision seven’s qualitative emerging themes captured by the text was tied with the broader theme of the process-oriented approach (i.e. time, politics) and results-oriented outcome (i.e. equity). Provision seven is concerned with if a teacher’s time spent in the classroom determines the order of layoffs. Politics is involved because it is debatable what the fair (equitable) way to determine layoffs is.

Provision eight asks, do factors other than seniority determine the order of layoffs? Table 14 presents the results for the number of collective bargaining agreements that contained provision eight, other order of layoffs. Table 15 is as follows:

Table 15: Frequency Table for Provision Number Eight (Other Order of Layoffs)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not Present	18	26.9	27.3	27.3
	Present in CBA	48	71.6	72.7	100.0
	Total	66	98.5	100.0	
Missing	System	1	1.5		
Total		67	100.0		

To determine the presence and absence of provision two in all 66 collective bargaining agreements, frequency statistics was calculated. Table 15 reports that out of 66 CBAs, 48 or 72.7% of CBAs had factors other than seniority as the primary factor in determining the order of layoffs. Some CBAs had a list of other factors that were to be considered, with seniority being the most important factor in some. Eighteen total or 27.3% of the CBAs did not include factors other than seniority to determine the order or layoffs. A summative content analysis, a qualitative method was used for each of the 66 collective bargaining agreements to determine if districts post all certificated vacancies/make them available to teachers in the district. As the 66 collective bargaining agreements were examined, six emerging themes were developed and classified into shared categories. Qualitatively, provision eight’s emerging themes, captured by the text was tied with the broader theme of the process-oriented approach (i.e. Politics) and the results-oriented outcomes (i.e. equity). Provision eight asks what are other factors that determine the order of layoffs. Provision eight is political because the equitable way to deal with the topic of layoffs is debatable.

Collectively, when considering the collective bargaining agreement provisions and their implications with the aforementioned themes and sub-themes, following below in Table 16 is the visual representation of those connections:

Table 16: Collective Bargaining Provision of Themes and Sub-Themes

	Pro	Pro	Pro	Pro	Pro	Pro	Pro	Pro
	1	2	3	4	5	6	7	8
Process-Oriented Approach	Time	X		X				X
	Opportunity	X	X			X	X	
	Politics	X	X		X	X	X	X
Results Driven Outcomes	Economic	X						
	Performance			X	X	X	X	
	Equity	X	X		X	X	X	X

Most provisions tied in with the process-oriented approach with politics having the most connections with the eight provisions. The only provision that did not tie in with politics was provision three (length of school day). The theme with the least amount of provisions related was economics which only tied in with provision one (release time for negotiations). The two broad categories of themes, (process-oriented approach and results driven outcomes) help categorize the eight provisions in this study and make sense of their categorization by recognizing their correlation and how they play off one another.

Collective Bargaining Agreements and Demographical Indicators

Research question two asks, how does the presence or absence of the selected collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale)? Research question two focuses on the presence or absence of provisions in collective bargaining agreements according to district size, district performance, and district locale.

To answer research question two, crosstabulations were run to determine how the prevalence of the same eight desirable collective bargaining elements in question one vary according to district size, district performance, and district locale. There are 24 crosstabulation charts, three charts (district size, district performance, and district locale) for each of the eight provisions.

Provision one asks, does the district pay for release time for negotiations for union members? Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision one. Crosstabulations were

run to determine how the presence of provision one (release time for negotiations) vary according to district performance (grade). Table 17 presents the results for the number of collective bargaining agreements that contained provision one (release time for negotiations) according to district grade. Table 17 is as follows:

Table 17: Crosstabulation for Provision One by District Rating (Grade)

			D	C	B	A	Total
Q1	Not present	Count	1	11	23	9	44
		% within GRADE 17	100.0%	64.7%	62.2%	81.8%	66.7%
	Present in CBA	Count	0	6	14	2	22
		% within GRADE 17	0.0%	35.3%	37.8%	18.2%	33.3%
Total		Count	1	17	37	11	66
		% within GRADE 17	100.0%	100.0%	100.0%	100.0%	100.0%

For provision number one, 66 out of 67 CBAs were disaggregated based on district performance grade. Table 17 reports that there was one collective bargaining agreement for performance grade D districts which did not contain provision one in the agreement and zero that did. There were 17 collective bargaining agreements for district performance grade C schools. For grade C, 11 out of 17 or 64.7% of the agreements did not contain provision one and six out of 17 or 35.3% of grade C agreements contained provision one. For grade B, there were 37 agreements. Out of those 37 agreements, 23 or 62.2% agreements did not contain provision one and 14 or 37.8% of grade B agreements contained provision one. Grade A had 11 agreements in which 9 out of 11 or 81.8% did not contain provision one and two out of 11 or 18.2% of grade A school agreements contained provision one.

Table 18 presents the results for the number of 66 collective bargaining agreements that contained provision one (release time for negotiations) according to district locale. Provision

one asks, does the district pay for release time for negotiation for union members? Table 18 is as follows:

Table 18: LOCALE Crosstabulation for Provision One

			City	Suburb	Town	Rural	Total
Q1	Not present	Count	4	19	5	16	44
		% within Locale	66.7%	67.9%	38.5%	84.2%	66.7%
	Present in CBA	Count	2	9	8	3	22
		% within Locale	33.3%	32.1%	61.5%	15.8%	33.3%
Total		Count	6	28	13	19	66
		% within Locale	100.0%	100.0%	100.0%	100.0%	100.0%

Question one, provision one data was used to analyze question two provision one by using quantitative data for each of the 66 collective bargaining agreements. Crosstabulations were run to determine how the presence of provision one (release time for negotiations) vary according to district locale. Table 18 records that for city CBAs there were four or 66.7% of CBAs that did not contained provision one and two or 33.3% of CBAs that did. For suburban, 19 or 67.9% of CBAs contained did not contain provision one and nine or 32.1% of CBAs did. For town, five or 38.5% of CBAs did not contained provision one and eight or 61.5% of CBAs did. For rural, 16 or 84.2% of CBAs that did not contained provision one and three or 15.8% of CBAs that did. Town CBAs had the highest percentage of CBAs in which the district pays for release time for negotiation. Rural had the highest percentage of CBAs that did not contain provision one.

Table 19 presents the results for the number of collective bargaining agreements that contained provision one (release time for negotiations) according to district enrollment.

Provision one asks, does the district pay for release time for negotiation for union members?

Table 19 is as follows:

Table 19: Enrollment 2016-17 Crosstabulation for Provision One

			1- 4905	4906- 12929	12930- 43039	43040- 357311	Total
Q1	Not present	Count	11	9	14	10	44
		% within Enrollment	73.3%	52.9%	82.4%	58.8%	66.7%
	Present in CBA	Count	4	8	3	7	22
		% within Enrollment	26.7%	47.1%	17.6%	41.2%	33.3%
Total	Count		15	17	17	17	66
	% within Enrollment		100.0%	100.0%	100.0%	100.0%	100.0%

Question one, provision one data was used with quantitative data for each of the 66 collective bargaining agreements. To determine how the presence of provision one (release time for negotiations) vary according to district enrollment, crosstabulations were run. Table 19 records, 66 out of 67 collective bargaining agreements were disaggregated based on enrollment for the 2016-2017 year. Table 19 records, for quartile one (1-4,905), there were 17 CBAs. Out of those 17 CBAs, nine or 52.9% did not contain provision one and eight or 47.1% did contain provision one. There were 17 CBAs for quartile 2 (4,906-12,929). Out of those 17 contracts, 14 or 82.4% did not contain provision one and 8 or 47.1% contained provision one. There were 17 CBAs for quartile 3 (12,930-43,039). Out of those 17 contracts, 14 or 82.4% did not contain provision one and 3 or 17.6% contained provision one. There were 17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, 10 or 58.8% did not contain provision one and 7 or 41.2% contained provision one.

Provision two asks, does the collective bargaining agreement require that districts post all certified vacancies/make them available to teachers in the district? Table 20 presents the results for the number of collective bargaining agreements that contained provision two (posting of certificated vacancies) according to district grade. Table 20 is as follows:

Table 20: GRADE17 Crosstabulation for Provision Two

			D	C	B	A	Total
Q2	Not present	Count	0	0	1	1	2
		% within GRADE 17	100.0%	100.0%	2.7%	9.1%	3.0%
	Present in CBA	Count	1	17	36	10	64
		% within GRADE 17	100.0%	100.0%	97.3%	90.9%	97.0%
Total		Count	1	17	37	11	66
		% within GRADE 17	100.0%	100.0%	100.0%	100.0%	100.0%
						%	%

All of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision two. To determine how the presence of provision two (posting of certificated vacancies) vary according to district performance (grade), crosstabulations were run. Table 20 records, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. Table 20 records, there was one collective bargaining agreement for performance grade D district that contained provision number two and zero that did not. There were 17 CBAs for performance grade C districts that all contained provision number two. There were 37 collective bargaining agreements for performance B districts. Out of those 37 agreements, one or 2.7% did not contain provision two and 36 or 97.3% contained provision two. There were 11 collective bargaining agreements for performance-based A districts. Out of those 11, one or 9.1% did not contain provision number two and 10 or 90.9% contained provision two.

Table 21 presents the results for the total number of collective bargaining agreements that contained provision two (posting of certificated vacancies) according to district locale. Provision two asks, does the collective bargaining agreement require that districts post all certified vacancies/make them available to teachers in the district? Table 21 is as follows:

Table 21: LOCALE Crosstabulation for Provision Two

			City	Suburb	Town	Rural	Total
Q2	Not present	Count	0	2	0	0	2
		% within Locale	0.0%	7.1%	0.0%	0.0%	3.0%
	Present in CBA	Count	6	26	13	19	64
		% within Locale	100.0%	92.9%	100.0%	100.0%	97.0%
Total	Count		6	28	13	19	66
	% within Locale		100.0%	100.0%	100.0%	100.0%	100.0%

The 66 collective bargaining agreements were all reviewed quantitatively using the data derived from the qualitative analysis in question one, provision two. Crosstabulations were run to determine how the presence of provision two, posting of certificated vacancies, vary according to district locale. Table 21 records that for city CBAs all six contracts require vacancies to be posted. For suburban CBAs, two or 7.1% of CBA do not require vacancies to be posted and 26 or 92.9% of CBAs require vacancies to be posted. For town, all 13 CBAs require vacancies to be posted. For rural, all 19 CBAs require vacancies to be posted. All the CBAs in city, town, and rural required vacancies to be posted and all but two CBAs in suburban contained provision two.

Provision two asks, does the collective bargaining agreement require that districts post all certified vacancies/make them available to teachers in the district? Table 22 presents the results for the number of collective bargaining agreements that contained provision two (posting of certificated vacancies) according to district enrollment. Table 22 is as follows:

Table 22: Enrollment 2016-17 Crosstabulation for Provision Two

			1- 4905	4906- 12929	12930- 43039	43040- 357311	Total
Q2	Not present	Count	0	0	1	1	2
		% within Enrollment	0.0%	0.0%	5.9%	5.9%	3.0%
	Present in CBA	Count	15	17	16	16	64
		% within Enrollment	100.0%	100.0%	94.1%	94.1%	97.0%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from the qualitative analysis in question one, provision two, each of the 66 collective bargaining agreements were reviewed quantitatively. To determine how the presence of provision two (posting of certificated vacancies) vary according to district enrollment, crosstabulations were run. For provision number two, 66 out of 67 CBAs were disaggregated based on enrollment for the 2016-2017 year. Table 22 records, for quartile one (1-4,905), there were 15 collective bargaining agreements and they all contained provision two. There were 17 CBAs for quartile 2 (4,906-12,929) that all contained provision two. There were 17 CBAs for quartile 3 (12,930-43,039). Out of those 17 contracts, one or 5.9% did not contain provision two and 16 or 94.1% contained provision two. There were 17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, 1 or 5.9% did not contain provision two and 16 or 94.1% contained provision two. All of the CBAs in quartiles 1-2 and all but 2 contracts in quartiles 3-4 require districts to post vacancies.

Table 23 presents the results for the number of collective bargaining agreements that contained provision three (length of school day) according to district performance (grade).

Provision three asks, Does the collective bargaining agreements specify a given length of the school day? Table 23 is as follows:

Table 23: GRADE17 Crosstabulation for Provision Three

			D	C	B	A	Total
Q3	Not present	Count	0	1	3	0	4
		% within GRADE 17	100.0%	5.9%	8.1%	0.0%	6.1%
	Present in CBA	Count	1	16	34	11	62
		% within GRADE 17	100.0%	94.1%	91.9%	100.0%	93.9%
Total		Count	1	17	37	11	66
		% within GRADE 17	100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision three. Crosstabulations were run to determine how the presence of provision three (length of school day) vary according to district performance (grade). For provision number three, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. Table 23 records, there was one CBA for performance grade D district that contained provision number three and zero that did not. There were 17 collective bargaining agreements for performance grade C districts. Out of those 17 agreements, one or 5.9% did not contain provision three and 16 or 94.1% contained provision three. There were 37 collective bargaining agreements for performance B districts. Out of those 37 contracts, 3 or 8.1% did not contain provision three and 34 or 91.9% contained provision three. There were 11 CBAs for performance-based A districts which all contained provision three. All of the CBAs in district grade D and A and all but one in district C and three in district B specify the given length of the school or teacher work day.

Provision three asks, Does the collective bargaining agreements specify a given length of the school day? Table 24 presents the results for the number of collective bargaining agreements

that contained provision three (length of school day) according to district performance (grade).

Table 24 is as follows:

Table 24: LOCALE Crosstabulation for Provision Three

			City	Suburb	Town	Rural	Total
Q3	Not present	Count	1	2	0	1	4
		% within Locale	16.7%	7.1%	0.0%	5.3%	6.1%
	Present in CBA	Count	5	26	13	18	62
		% within Locale	83.3%	92.9%	100.0%	94.7%	93.9%
Total	Count		6	28	13	19	66
	% within Locale		100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from question one, provision three, each of the 66 collective bargaining agreements were reviewed quantitatively. Crosstabulations were run to determine how the presence of provision three (length of school day) vary according to district locale. For provision number three, 66 out of 67 CBAs were disaggregated based on locale code. Table 24 records that there are six city CBAs and all but one specifies the length of the school day. For the 28 suburban CBAs, all but two specifies the length of the school day. All 13 town CBAs specifies the length of the school day. For the 19 CBAs in rural, all but one contained provision three. Only town CBA had all of their CBAs contain provision three.

Table 25 presents the results for the number of collective bargaining agreements that contained provision three according to district enrollment. Provision three asks, Does the collective bargaining agreements specify a given length of the school day? Table 25 is as follows:

Table 25: Enrollment 2016-17 Crosstabulation Provision Three

			1- 4905	4906- 12929	12930- 43039	43040- 357311	Total
Q3	Not present	Count	0	1	3	0	4
		% within Enrollment	0.0%	5.9%	17.6%	0.0%	6.1%
	Present in CBA	Count	15	16	14	17	62
		% within Enrollment	100.0%	94.1%	82.4%	100.0%	93.9%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Question one, provision one qualitative data was used to analyze question two, provision three, by using quantitative data for each of the 66 collective bargaining agreements. To determine how the presence of provision three (length of school day) vary according to district enrollment, crosstabulations were run. For provision number three, 66 out of 67 CBAs were disaggregated based on enrollment for the 2016-2017 year. Table 25 records, for quartile one (1-4,905), there were 15 CBAs and they all contained provision three. There were 17 CBAs for quartile 2 (4,906-12,929). Out of those 17, one or 5.9% did not contain provision three and 16 or 94.1% contained provision three. There were 17 CBAs for quartile 3 (12,930-43,039). Out of those 17 contracts, 3 or 17.6% did not contain provision one and 14 or 82.4% contained provision three. There were 17 CBAs for quartile 4 (43,040-35,7311) and they all contained provision three. Quartile two had one CBA and quartile three had three CBAs that did not specify the length of the school day while all of the CBAs in quartile one and four specified the length of the school day.

Provision four asks, are there consequences for receiving a negative/unsatisfactory performance evaluation? Table 26 presents the results for the number of collective bargaining

agreements that contained provision four (consequences for performance) according to district performance (grade). Table 26 is as follows:

Table 26: GRADE17 Crosstabulation for Provision Four

			D	C	B	A	Total
Q4	Not present	Count	1	7	17	3	28
		% within GRADE 17	100.0%	41.2%	45.9%	27.7%	42.4%
	Present in CBA	Count	0	10	20	8	38
		% within GRADE 17	0.0%	58.8%	54.1%	27.7%	57.6%
Total	Count		1	17	37	11	66
	% within GRADE 17		100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision four. Crosstabulations were run to determine how the presence of provision four, consequences for performance, vary according to district performance (grade). For provision number four, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. Table 26 records, there was one collective bargaining agreement for performance grade D district that did not contained provision number four and zero that did. There were 17 collective bargaining agreements for performance grade C districts. Out of those 17 agreements, seven or 41.2% did not contain provision four and 10 or 58.8% contained provision four. There were 37 collective bargaining agreements for performance B districts. Out of those 37 contracts, 17 or 45.9% did not contain provision four and 20 or 54.1% contained provision four. There were 11 CBAs for performance based A districts. Out of those 11 agreements, three or 27.3% did not contain provision number four and eight or 72.7% contained provision four. The results were rather even throughout with only one contract in grade D that did not have a consequence for a negative evaluation.

Table 27 presents the results for the number of collective bargaining agreements that contained provision four, consequences for performance according to district performance (grade). Provision four asks, are there consequences for receiving a negative/unsatisfactory performance evaluation? Table 27 is as follows:

Table 27: LOCALE Crosstabulation for Provision Four

			City	Suburb	Town	Rural	Total
Q4	Not present	Count	2	10	6	10	28
		% within Locale code	33.3%	35.7%	46.2%	52.6%	42.4%
	Present in CBA	Count	4	18	7	9	38
		% within Locale code	66.7%	64.3%	53.8%	47.4%	57.6%
Total		Count	6	28	13	19	66
		% within Locale code	100.0%	100.0%	100.0%	100.0%	100.0%

Question one, provision four qualitative data was used to analyze question two provision one by using quantitative data for each of the 66 collective bargaining agreements. To determine how the presence of provision four (consequences for performance) vary according to district locale, crosstabulations were run. For provision number four, 66 out of 67 CBAs were disaggregated based on locale code. Table 27 records, two or 33.3% of city CBAs did not contain provision four while four or 66.7% of CBAs did. For suburban, 10 or 35.7% of CBAs did not contain provision four and 18 or 64.3% of CBAs did. For town, 6 or 46.2% of CBAs did not contain provision four and 7 or 53.8% of CBAs did. For rural, 10 or 52.6% of CBAs did not contain provision four and nine or 47.4% of CBAs did. City had the highest percentage of CBAs that had consequences for receiving a negative evaluation. Rural CBAs had the highest percentage of CBAs that did not contain provision four.

Provision four asks, are there consequences for receiving a negative/unsatisfactory performance evaluation? Table 28 presents the results for the number of collective bargaining

agreements that contained provision four (consequences for performance) according to district performance (grade). Table 28 is as follows:

Table 28: Enrollment 2016-17 Crosstabulation for Provision Four

			1- 4905	4906-12929	12930-43039	43040-357311	Total
Q4	Not present	Count	10	6	7	5	28
		% within Enrollment	66.7%	35.3%	17.6%	29.4%	42.4%
	Present in CBA	Count	5	11	10	12	38
		% within Enrollment	33.3%	64.7%	58.8%	70.6%	57.6%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from the qualitative analysis in question one, provision four, each of the 66 collective bargaining agreements were reviewed quantitatively. Crosstabulations were run to determine how the presence of provision four, consequences for performance, vary according to district enrollment. For provision number four, 66 out of 67 CBAs were disaggregated based on enrollment for the 2016-2017 year. Table 28 lists, for quartile one (1-4,905), there were 15 CBAs. Out of those 15 agreements, 10 or 66.7% did not contain provision number four and five or 33.3% contained provision four. There were 17 CBAs for quartile two (4,906-12,929). Out of those 17 agreements, six or 35.3% did not contain provision number four and 11 or 64.7% contained provision four. There were 17 CBAs for quartile 3 (12,930-43,039). Out of those 17 contracts, 7 or 41.2% did not contain provision four and 10 or 58.8% contained provision four. There were 17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, five or 29.4% did not contain provision four and 12 or 70.6% contained provision four. Quartile four had the highest percentage of CBAs in a quartile that had consequences for a negative evaluation.

Quartile one had the highest percentage of CBAs that did not have a consequence for a negative evaluation.

Table 29 presents the results for the number of collective bargaining agreements that contained provision five, appeal of negative evaluation, according to district performance (grade). Provision five asks, does the collective bargaining agreement allow for teachers to rebut or appeal a negative evaluation? Table 29 is as follows:

Table 29: GRADE17 Crosstabulation for Provision Five

			D	C	B	A	Total
Q5	Not present	Count	1	5	17	5	28
		% within GRADE 17	100.0%	29.4%	45.9%	45.5%	42.4%
	Present in CBA	Count	0	12	20	6	38
		% within GRADE 17	0.0%	70.6%	54.1%	54.5%	57.6%
Total		Count	1	17	37	11	66
		% within GRADE 17	100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision five. To determine how the presence of provision five, appeal of negative evaluation, vary according to district performance (grade), crosstabulations were run. For provision number five, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. Table 29 lists, there was one CBA for performance grade D district that did not contained provision number five and zero that did. There were 17 CBAs for performance grade C districts. Out of those 17 agreements, five or 29.4% did not contain provision five and 12or 70.6% contained provision five. There were 37 CBAs for performance B districts. Out of those 37 contracts, 17

or 45.9% did not contain provision five and 20 or 54.1% contained provision five. There were 11 CBAs for performance-based A districts. Out of those 11 agreements, five or 45.5% did not contain provision number five and 8 or 72.7% contained provision five. C-grade district CBA had the highest percentage of CBAs that allows teacher to appeal a negative evaluation.

Provision five asks, does the collective bargaining agreement allow for teachers to rebut or appeal a negative evaluation? Table 30 presents the results for the number of collective bargaining agreements that contained provision five (appeal of negative evaluation), according to district locale. Table 30 is as follows:

Table 30: LOCALE Crosstabulation for Provision Five

			City	Suburb	Town	Rural	Total
Q5	Not present	Count	3	12	6	7	28
		% within Enrollment	50.0%	42.9%	46.2%	36.8%	42.4%
	Present in CBA	Count	3	16	7	12	38
		% within Enrollment	50.0%	57.1%	53.8%	63.2%	57.6%
Total	Count		6	28	13	19	66
	% within Enrollment		100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from the qualitative analysis in question one, provision five, each of the 66 collective bargaining agreements were reviewed quantitatively. Crosstabulations were run to determine how the presence of provision five (appeal of negative evaluation) vary according to district locale. For provision number five, 66 out of 67 CBAs were disaggregated based on locale code. Table 30 lists, for city, three or 50% of CBAs did not contain provision five and three or 50% of CBAs did. For suburban, 12 or 42.9% of CBAs did not contain provision five and 16 or 57.1% of CBAs did. For town, six or 42.9% of CBAs did not contain provision five and seven or 53.8% of CBAs did. For rural, seven or 36.8% of CBAs did not contain provision five and 12 or 63.2% of CBAs did. Rural contained the highest percentage of CBAs that allows

teacher to appeal negative evaluations. Town had the highest percentage of CBAs that did not contain provision five.

Table 31 presents the results for the number of collective bargaining agreements that contained provision five according to district enrollment. Provision five asks, does the collective bargaining agreement allow for teachers to rebut or appeal a negative evaluation? Table 31 is as follows:

Table 31: Enrollment 2016-17 Crosstabulation for Provision Five

			1- 4905	4906-12929	12930-43039	43040-357311	Total
Q5	Not present	Count	4	9	8	7	28
		% within Enrollment	26.7%	52.9%	47.1%	41.2%	42.4%
	Present in CBA	Count	11	8	9	10	38
		% within Enrollment	73.3%	47.1%	52.9%	58.8%	57.6%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision five. To determine how the presence of provision five (appeal of negative evaluation) vary according to district enrollment, crosstabulations were run. For provision number five, 66 out of 67 CBAs were disaggregated based on enrollment for the 2016-2017 year. Table 31 records, for quartile one (1-4,905), there were 15 collective bargaining agreements. Out of those 15 agreements, four or 26.7% did not contain provision number five and 11 or 73.3% contained provision five. There were 17 CBAs for quartile 2 (4,906-12,929). Out of those 17 agreements, nine or 52.9% did not contain provision number five and 8 or 47.1% contained provision five. There were 17 CBAs for

quartile 3 (12,930-43,039). Out of those 17 contracts, eight or 47.1% did not contain provision five and 9 or 52.9% contained provision five. There were 17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, seven or 41.2% did not contain provision five and 10 or 58.8% contained provision five. Quartile one contained the highest percentage of CBAs that allowed teachers to appeal a negative evaluation.

Provision six asks, may the teacher grieve disciplinary action? Table 32 presents the results for the number of collective bargaining agreements that contained provision six (grieve disciplinary action) according to district performance (grade). Table 32 is as follows:

Table 32: GRADE17 Crosstabulation for Provision Six

			D	C	B	A	Total
Q6	Not present	Count	1	6	17	5	29
		% within GRADE 17	100.0%	35.3%	45.9%	45.5%	43.9%
	Present in CBA	Count	0	11	20	6	37
		% within GRADE 17	0.0%	64.7%	54.1%	54.5%	56.1%
Total	Count		1	17	37	11	66
	% within GRADE 17		100.0%	100.0%	100.0%	100.0%	100.0%

Question one, provision six, qualitative data was used to analyze question two provision six by using quantitative data for each of the 66 collective bargaining agreements. Crosstabulations were run to determine how the presence of provision five (grieve disciplinary action) vary according to district performance (grade). For provision number six, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. There was one CBA for performance grade D district that did not contained provision number six and zero that did. Table 32 records, there were 17 collective bargaining agreements for performance grade C districts. Out of those 17 agreements, 6 or 35.3% did not contain provision six and 11 or 64.7% contained provision six. There were 37 CBAs for performance B districts. Out of those

37 contracts, 17 or 45.9% did not contain provision six and 20 or 54.1% contained provision six. There were 11 CBAs for performance-based A districts. Out of those 11 agreements, 5 or 45.5% did not contain provision number six and six or 54.5% contained provision six. Grade C had the highest percentage of CBAs that allows for teacher to grieve disciplinary action. The only contract for grade D did not allow teacher to grieve disciplinary action making grade B the second highest percentage of contracts without provision six.

Table 33 presents the results for the number of collective bargaining agreements that contained provision six according to district locale. Provision six asks, may the teacher grieve disciplinary action? Table 33 is as follows:

Table 33: LOCALE Crosstabulation for Provision Six

			City	Suburb	Town	Rural	Total
Q6	Not present	Count	4	9	5	11	29
		% within Enrollment	66.7%	32.1%	38.5%	57.9%	43.9%
	Present in CBA	Count	2	19	8	8	37
		% within Enrollment	33.3%	67.9%	61.5%	42.1%	56.1%
Total		Count	6	28	13	19	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision six. To determine how the presence of provision six (grieve disciplinary action) vary according to district locale, crosstabulations were run. For provision number six, 66 out of 67 CBAs were disaggregated based on locale code. Table 33 records, for city four or 66.7% of CBAs that did not allow for teachers to grieve disciplinary action and two or 33.3% of CBAs that did. For suburban, nine or 32.1% of CBAs that did not contain provision six and 19 or 67.9% of CBAs that did. For town, five or 38.5% of CBAs that did not contained provision six and eight or 61.5% of CBAs that did.

For rural, 11 or 57.9% of CBAs that did not contain provision six and eight or 42.1% of CBAs that did. Suburb CBAs had the highest percentage of CBAs that allows teacher to grieve disciplinary action. City has the highest percentage of CBAs that does not contain provision six.

Provision six asks, may the teacher grieve disciplinary action? Table 34 presents the results for the number of collective bargaining agreements that contained provision six (grieve disciplinary action) according to district enrollment. Table 34 is as follows:

Table 34: Enrollment 2016-17 Crosstabulation for Provision Six

			1- 4905	4906-12929	12930-43039	43040-357311	Total
Q 6	Not present	Count	9	7	7	6	29
		% within Enrollment	60.0%	41.2%	47.2%	35.3%	43.9%
	Present in CBA	Count	6	10	10	11	37
		% within Enrollment	40.0%	58.8%	58.8%	64.7%	56.1%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from the qualitative analysis in question one, provision six, each of the 66 collective bargaining agreements were reviewed quantitatively. Crosstabulations were run to determine how the presence of provision five (grieve disciplinary action) vary according to district enrollment. For provision number six, 66 out of 67 CBAs were disaggregated based on enrollment for the 2016-2017 year. Table 34 records, for quartile one (1-4,905), there were 15 CBAs. Out of those 15 agreements, 9 or 60.0% did not contain provision six and six or 40.0% contained provision six. There were 17 collective bargaining agreements for quartile two (4,906-12,929). Out of those 17 agreements, seven or 41.2% did not contain provision six and 10 or 58.8% contained provision six. There were 17 CBAs for quartile 3 (12,930-43,039). Out of

those 17 contracts, seven or 41.2% did not contain provision six and 10 or 58.8% contained provision six. There were 17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, 6 or 35.3% did not contain provision six and 11 or 64.7% contained provision six.

Table 35 presents the results for the number of collective bargaining agreements that contained provision seven, order of layoffs according to district performance (grade). Provision seven asks, is seniority the primary factor that determines the order of layoffs? Table 35 is as follows:

Table 35: GRADE17 Crosstabulation for Provision Seven

			D	C	B	A	Total
Q7	Not present	Count	1	10	25	9	45
		% within GRADE 17	100.0%	38.8%	67.6%	81.8%	68.2%
	Present in CBA	Count	0	7	12	2	21
		% within GRADE 17	0.0%	41.2%	32.4%	18.2%	31.8%
Total		Count	1	17	37	11	66
		% within GRADE 17	100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision seven. To determine how the presence of provision five (order of layoffs) vary according to district performance (grade), crosstabulations were run. For provision number seven, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. Table 35 records, there was one CBA for performance grade D district that did not contained provision number seven and zero that did. There were 17 collective bargaining agreements for performance grade C districts. Out of those 17 agreements, 10 or 58.8% did not contain provision seven and seven or 41.2% contained provision seven. There were 37 CBAs for performance B districts. Out of those 37 contracts, 25 or 67.6% did not contain provision seven and 12 or 32.4% contained provision

seven. There were 11 CBAs for performance-based A districts. Out of those 11 agreements, 9 or 81.8% did not contain provision number seven and two or 18.2% contained provision seven.

Provision seven asks, is seniority the primary factor that determines the order of layoffs?

Table 36 presents the results for the number of collective bargaining agreements that contained provision seven, order of layoffs according to district locale. Table 36 is as follows:

Table 36: LOCALE Crosstabulation for Provision Seven

			City	Suburb	Town	Rural	Total
Q7	Not present	Count	4	20	9	12	45
		% within Enrollment	66.7%	71.4%	69.2%	63.2%	68.2%
	Present in CBA	Count	2	8	4	7	21
		% within Enrollment	33.3%	28.6%	30.8%	36.8%	31.8%
Total	Count		6	28	13	19	66
	% within Enrollment		100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from the qualitative analysis in question one, provision seven, each of the 66 collective bargaining agreements were reviewed quantitatively. Crosstabulations were run to determine how the presence of provision five (order of layoffs) vary according to district locale. For provision number seven, 66 out of 67 CBAs were disaggregated based on locale code. Table 36 recorded, for city, four or 66.7% of CBAs did not contain provision seven and two or 33.3% of CBAs did. For suburban, 20 or 71.4% of CBAs did not contain provision seven and eight or 28.6% of CBAs did. For town, nine or 69.2% of CBAs did not contain provision seven and four or 30.8% of CBAs did. For rural, 12 or 63.2% of CBAs did not contain provision seven and seven or 36.8% of CBAs did. Rural CBAs has the highest percentage of CBAs that had seniority as the primary factor in layoffs. Suburb had the highest percentage of CBAs that did not contain provision seven.

Table 37 presents the results for the number of collective bargaining agreements that contained provision seven (order of layoffs) according to district enrollment. Provision seven asks, is seniority the primary factor that determines the order of layoffs? Table 37 is as follows:

Table 37: Enrollment 2016-17 Crosstabulation for Provision Seven

			1- 4905	4906- 12929	12930- 43039	43040- 357311	Total
Q 7	Not present	Count	8	14	12	11	45
		% within Enrollment	53.3%	82.4%	70.6%	64.7%	68.2%
	Present in CBA	Count	7	3	10	6	21
		% within Enrollment	46.7%	17.6%	58.8%	35.3%	31.8%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0 %

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision seven. According to district enrollment, crosstabulations were run to determine how the presence of provision five, order of layoffs, vary. For provision number seven, 66 out of 67 CBAs were disaggregated based on enrollment for the 2016-2017 year. Table 37 recorded, for quartile one (1-4,905), there were 15 collective bargaining agreements. Out of the 15 agreements, 8 or 53.3% did not contain provision seven and seven or 46.7% contained provision seven. There were 17 CBAs for quartile 2 (4,906-12,929). Out of the 17 agreements, 14 or 82.4% did not contain provision seven and 3 or 17.6 % did contain provision seven. There were 17 CBAs for quartile 3 (12,930-43,039). Out of those 17 contracts, 12 or 70.6% did not contain provision seven and 5 or 29.4% did contain provision seven. There were 17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, 11 or 64.7% did not contain provision seven and 6 or 35.3% contained provision

seven. Quartile four contained the highest percentage of CBAs that did not have seniority as the primary factor in layoffs.

Provision eight asks, do factors other than seniority determine the order of layoffs? Table 38 presents the results for the number of collective bargaining agreements that contained provision eight, other order of layoffs, according to district performance (grade). Table 38 is as follows:

Table 38: GRADE17 Crosstabulation for Provision Eight

			D	C	B	A	Total
Q8	Not present	Count	0	4	14	0	18
		% within GRADE 17	0.0%	23.5%	37.8%	0.0%	27.3%
	Present in CBA	Count	1	13	23	11	48
		% within GRADE 17	100.0%	76.5%	62.2%	100.0%	72.7%
Total		Count	1	17	37	11	66
		% within GRADE 17	100.0%	100.0%	100.0%	100.0%	100.0%

Question one, provision one, qualitative data was used to analyze question two provision one by using quantitative data for each of the 66 collective bargaining agreements. Crosstabulations were run to determine how the presence of provision five (other order of layoffs) vary according to district performance (grade). For provision number eight, 66 out of 67 CBAs were disaggregated based on district performance grades for the 2016-2017 school year. Table 38 records, there was one CBA for performance grade D district that contained provision number eight and zero that did not. There were 17 CBAs for performance grade C districts. Out of those 17 agreements, 4 or 23.5% did not contain provision eight and 13 or 76.5% contained provision eight. There were 37 CBAs for performance B districts. Out of those 37 contracts, 14 or 37.8% did not contain provision eight and 23 or 62.2% contained provision eight. There were 11 CBAs for performance-based A districts, and they all contained provision eight. Grade A has the

highest percentage of CBAs that ha factors other than seniority as the primary factor in layoffs as well as the one CBA for grade D.

Provision eight asks, do factors other than seniority determine the order or layoffs? Table 39 presents the results for the number of collective bargaining agreements that contained provision eight, other order of layoffs, according to district locale. Table 39 is as follows:

Table 39: LOCALE Crosstabulation for Provision Eight

			City	Suburb	Town	Rural	Total
Q8	Not present	Count	1	7	6	4	18
		% within Enrollment	16.7%	25.0%	46.2%	21.1%	27.3%
	Present in CBA	Count	5	21	7	15	48
		% within Enrollment	83.3%	75.0%	53.8%	78.9%	72.7%
Total		Count	6	28	13	19	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Each of the 66 collective bargaining agreements were reviewed quantitatively using the data derived from the qualitative analysis in question one, provision seven. To determine how the presence of provision five (other order of layoffs) vary according to district locale, crosstabulations were run. For provision number eight, 66 out of 67 CBAs were disaggregated based on locale code. Table 39 recorded, for city, one or 16.7% of CBAs did not contain provision five and five or 83.3% of CBAs did. For suburban, seven or 25% of CBAs did not contain provision eight and 21 or 75% of CBAs did. For town, six or 46.2% of CBAs did not contain provision eight and seven or 53.8% did. For rural, four or 21.1% of CBAs did not contain provision eight and 15 or 78.9% of CBAs did. City CBAs had the highest percentage of

CBA's that had factors other than seniority determine the order of layoffs. Town CBA's had the highest percentage of CBA's that did not contain provision eight.

Table 40 presents the results for the number of collective bargaining agreements that contained provision eight, other order of layoffs, according to district enrollment. Provision eight asks, do factors other than seniority determine the order of layoffs? Table 40 is as follows:

Table 40: Enrollment 2016-17 Crosstabulation for Provision Eight

			1- 4905	4906- 12929	12930- 43039	43040- 357311	Total
Q8	Not present	Count	5	4	4	5	18
		% within Enrollment	33.3%	23.5%	23.5%	29.4%	27.3%
	Present in CBA	Count	10	13	13	12	48
		% within Enrollment	66.7%	76.5%	76.5%	70.6%	72.7%
Total		Count	15	17	17	17	66
		% within Enrollment	100.0%	100.0%	100.0%	100.0%	100.0%

Using the data derived from the qualitative analysis in question one, provision, eight, each of the 66 collective bargaining agreements were reviewed quantitatively. Crosstabulations were run to determine how the presence of provision five (other order of layoffs) vary according to district enrollment. For provision number eight, 66 out of 67 CBA's were disaggregated based on enrollment for the 2016-2017 year. For quartile one (1-4,905), there were 15 CBA's. Table 40 recorded, out of the 15 agreements, 5 or 33.3% did not contain provision eight and 10 or 66.7% contained provision eight. There were 17 CBA's for quartile 2 (4,906-12,929). Out of the 17 agreements, 4 or 23.5% did not contain provision eight and 13 or 76.5% did contain provision eight. There were 17 CBA's for quartile three (12,930-43,039). Out of those 17 contracts, 4 or 23.5% did not contain provision eight and 13 or 76.5% did contain provision eight. There were

17 CBAs for quartile 4 (43,040-35,7311). Out of those 17 contracts, 5 or 29.4% did not contain provision eight and 12 or 70.6% contained provision eight.

Summary of Chapter Four

Chapter Four provides a report of the data analysis methods used for the two stated research questions. In this chapter, an introduction was given explaining the purpose of the study and analysis and statistical tests that were to be discussed and in which order they would be addressed. This was followed by a report on the attempts made in SPSS by the researcher to determine whether relationships existed between the districts' grade, locale, enrollment, and the eight provisions. The results of the aforementioned tests indicated that there were no significant differences between the districts' grade, locale, and enrollment and the eight provisions.

Research question one, to what extent, if any, do collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements, focused on the presence of eight desirable collective bargaining agreement elements in CBAs for the state of Florida as a whole. Eight desirable provisions were analyzed in 66 of 67 collective bargaining agreements in Florida. The results were presented using frequency statistic tables to show calculations and determine the presence and absence of provisions in all 66 collective bargaining agreements.

Research question two, how does the presence or absence of the selected collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale), focused on how the presence of desirable collective bargaining agreement elements varied according to the key variables of district size,

district performance, and district locale. The results were presented with three crosstabulation tables for each of the eight provisions. These tables illustrated the provisions that were present and provisions that were not present in the collective bargaining agreements categorized by district grade, district locale, and district enrollment.

The following chapter presents a discussion of the findings, implications, and recommendation for future research.

CHAPTER FIVE: SUMMARY, DISCUSSION, IMPLICATIONS, AND CONCLUSIONS

Chapter Five consists of a summary of the study, discussion of the findings, implications for practice, recommendations for further research, and conclusions. This chapter begins with a summary of the study discussing the problem and purpose of this study, conceptual framework, research questions, methodology, and major findings. Then a discussion of the findings evaluates what the results of the study means. Finally, implications for practice, and recommendations for future research are presented and discussed. Chapter Five provides demonstrated analyses of public-school collective bargaining agreements, understanding of the distribution among different categories of school districts in Florida, and their impact on public school collective bargaining agreements.

Summary of the Study

To date, there has been limited information on Florida public school collective bargaining agreements (CBAs), specifically regarding their similarities and unique aspects and content. Research has overlooked what influences the provisions that end up in collective bargaining agreements considering what research says about the influence collective bargaining agreements have on a district. The impact that collective bargaining has may not be clear but what is clear is that collective bargaining agreement provisions shape district policy (Strunk, 2011). Because of the influence that collective bargaining agreements have on a district, unions need to ensure that necessary steps are taken toward improving the process of collective bargaining.

The purpose of this study was: 1) to determine the extent to which CBA provisions exist within the master contracts of Florida teachers (2016-2017) and, 2) to determine the extent to which, if any, collective bargaining provisions varies according to the school district (i.e. district size, district performance, district locale). The understanding gained through this investigation provides useful information for policymakers and practitioners in the state of Florida and offers ways to more effectively generate collective bargaining agreement provisions.

Goldhaber, Lavery, & Theobald (2014) provisions involving the collective bargaining agreements were used as the conceptual framework for examining the data in this study. Goldhaber, Lavery, & Theobald's (2014) 40 provisions which have received considerable amount of attention by teacher or media literature were narrowed down into 8 selected provisions from the identified 40 collective bargaining provisions. Those questions are as follows:

1. Does the district pay for release time for negotiations for union members?
2. Does CBA require that districts post all certificated vacancies/make them available to teachers in the district?
3. Does the CBA specify a given length of the school day?
4. Are there consequences for receiving a negative/unsatisfactory (needs improvement) performance evaluation?
5. Does the CBA allow for teachers to rebut or appeal a negative evaluation?
6. May the teacher grieve disciplinary action?
7. Is seniority the primary factor that determines the order of layoffs?
8. Do factors other than seniority determine the order of layoffs?

These selected provisions are used to guide the analysis related to selected provisions and demographical indicators affecting Florida school districts.

The study included 66 out of the 67 *regular*⁴ collective bargaining agreements from each public school district in the state of Florida from 2015-2016. Sixty-one of the 67 collective bargaining agreements were available on either the school districts' website or the school districts' local teacher association website. Five of the 67 collective bargaining agreements were obtained by calling and/or e-mailing either local teacher associations or school boards. Surprisingly, one of the 67 collective bargaining agreements was not able to be obtained for this study through any means. This study sought to answer the following research questions:

1. To what extent, if any, do collective bargaining agreement provisions differ according to eight selected provisions among Florida public school district collective bargaining agreements?
2. How does the presence or absence of the selected collective bargaining agreement provisions impact demographical indicators of Florida school districts (i.e. district size, district performance, district locale)?

This study uses both qualitative and quantitative approaches in the study making this study mixed-method. The research design most closely resembles a QUAL-quant, mixed-method model because qualitative data is considered more deeply and collected first, then quantitative data is collected (Gay, Mills, & Airasian, 2009). For the qualitative aspect of the research design, content analysis was used to classify text into shared categories by extend beyond counting words, comparing text and examining language intensely (Hsieh & Shannon, 2005).

⁴ There are seven additional schools not governed by traditional CBAs: Four lab schools (operated by, [Florida A & M University](#), [Florida Atlantic University](#), [Florida State University](#), and the [University of Florida](#)), the Florida School for the Deaf and Blind, Florida Virtual School, and Okeechobee Youth Development Center

The type of content analysis specifically used is a summative content analysis which involves counting and comparison of text (Hsieh & Shannon, 2005).

From a broad perspective, to answer the research questions, eight desirable provisions were identified based on Goldhaber, Lavery, & Theobald's 2014 research. The researcher selected provisions that teachers possibly would be interested in because of their importance in instructional collective bargaining agreements. More specifically, to answer research question one, frequency statistics were computed for all eight desirable characteristics and reported to identify the number and percentage of districts in which each respective contract provision was present in the district's CBAs. To answer research question two, crosstabulations were conducted to determine how the presence of eight desirable collective bargaining agreement elements varies according to the key variables of district size, district performance, and district locale. The selected eight CBA provisions were disaggregated based on those key aforementioned variables, resulting in three crosstabulation tables for each provision.

Discussion on Collective Bargaining Agreements and Florida Public School Districts

The first research question, to what extent are desirable collective bargaining agreement elements present in Florida collective bargaining agreements, offers a qualitative insight into the findings of this study. The findings from research question one indicates that collective bargaining agreements vary in terms of the inclusion of desirable provisions for teachers. The results show that none of the eight desirable provisions were present in all 66 collective bargaining agreements. Even though bargaining varies widely from school district to school district, local unions, school boards, and teachers will often compare their own contracts to other

local union contracts (Lieberman, 1997). When unions set contract goals, they usually consider what other local unions have achieved (Lieberman, 2000). The school board takes the union's proposal and then compares it to other school districts' benefits. While none of the eight provisions were present in all 66 CBAs, provision two (posting of certified vacancies) was present in all but two CBAs and provision three (length of school day) was present in all but four CBAs. Based on the data, these two provisions seemed to be the most commonly found ones among the CBAs studied. Provisions two (posting of certificated vacancies) and three (length of school day) show that there are some commonalities within the district CBAs.

Vachon and Ma (2015) multilevel intercept model places all collective bargaining items into two main categories, economic and noneconomic based items. Provision one (release time for negotiations) falls into the economic based category because allocation of funding is involved. Provisions two through seven falls under the professional or noneconomic models of unionism, which deal with issues such as job postings, teacher work day, evaluations, grievance, and seniority which can affect the learning environment created by teachers (Vachon & Ma, 2015).

The first provision, does the district pay for release time for negotiations for union members, is bargained through distributive bargaining. Distributive bargaining calls for competitive negotiation between groups in hopes of obtaining limited resources by use of persuasion (Walton & McKersie, 1991). The limited resource in provision one is funding and the conflict is that both the union and the school board are trying to conserve their funding. The conflict involved here is one of allocation of economic resource. Paying for release time can be a disadvantage for the school district and can lead to pressure to settle contracts to avoid the cost

of paying for additional time for substitute teachers to allow for a full bargaining team. The data shows that the majority of districts (n=44, or 65.7%) do not pay for release time for negotiations. It is interesting out of the eight provisions used in this study, the only economic-based one, this first provision, was not included in such a high percentage of district CBAs. Looking at the provision one from the perspective of the school board, granting release time to teachers would mean loss of instructional time for students with their primary teacher (Lieberman, 2000). The school boards that do agree to include provision one might do this because they would rather not negotiate after school hours or on the weekend (Lieberman, 2000). Provision one contains all but one collective bargaining theme (performance) making it is a complex issue. Provision one raises the issue of being equitable and allowing educators the opportunity to take the time to engage in a political process of negotiations and if the school will pay for the funds of the substitute teacher. The decision to include provision one means taking away instructional time from students. This may or may not be beneficial to students given the needed expertise of their primary teacher. To that end, it may not be most appropriate to not allow the opportunity for teachers to be involved in the political process of negotiation. Allowing provision one further impacts the school's economic resource by requiring a substitute teacher.

Provision two (posting of certified vacancies) was not present in only two out of the 66 CBAs, District 13 and District 14. In 2015, district 13 superintendent was working on a formula for improving the school district's grade by improving failing schools (Florida Department of Education releases 2015 school grades, 2016). The superintendent replaced 80 percent of all principals in the school district and recruited the best teachers (Florida Department of Education releases 2015 school grades, 2016). It may be that district 13 required posting of certified

vacancies but did not include provision two in the contract. District 14 presented their first ever success plan for the 2015-2016 school year (Success Plan, 2015). District's 14 success plan identified four work projects, student success, employee success, culture of collaboration, and financial stability (Success Plan, 2015). It seemed that District 14 was not concerned with new employment but rather with current employee improvement which can be a reason that provision two was not included in their CBAs. These may not be definitive reasons but may be used as informed set of perspectives as to why it may not be.

Provision two fits into three of the six qualitative themed categories of opportunity, politics, and equity. There are three emerging themes captured by the text for provision two which are tied with the broader theme of the process-oriented approach (i.e. opportunity, politics) and the results-oriented outcomes (i.e. equity). Provision two asks if the district will become competitive by posting opportunities for educators. The political influence is used when schools are not wanting to post or limit their duration of the posted opportunities to avoid losing teachers.

Additionally, all of the collective bargaining agreements should have a system in place for posting vacancies based on Florida law. Florida Statute §1012.05, *teacher recruitment and retention*, states that a system shall be put in place for posting teacher vacancies. The amount of days that a vacancy will be posted, mentioned in CBAs, ranged from three to seven days. Almost all (98.3%) of CBAs contained provision three (Length of school day). One CBA specified the "work week" as opposed to a "work day".

Provision three (length of the school day) contains only two themes, time (process-oriented approach) and performance (results-driven approach) because of the expectation set to teachers for their work day. The length of time that is expected of the work day may or may not

affect the performance of the teachers. Provision three contains the least amount of collective bargaining themes.

Provision four, are there consequences for receiving a negative/unsatisfactory evaluation, was almost even in the data set with (n=28 or 42.4%) not containing provision four and (n=38, or 57.6%) containing provision four. This result is particularly interesting considering that Florida Statute §1012.34 (*Personnel Evaluation and Procedure*) states that an employee rated as unsatisfactory shall be placed on performance probation for 90 calendar days. Senate Bill 736 brought about a new annual evaluation system for all teachers using four distinct levels of effectiveness: highly effective, effective, needs improvement, and unsatisfactory (Senate Bill 736: How will it affect me?, 2016). Teachers rated as needs improvement or unsatisfactory will receive no salary increase (§1012.22). Tenured teachers rated unsatisfactory two consecutive or two of three years will be placed on an annual contract and then dismissed if not rated higher (Senate Bill 736, 2016). The Florida CBAs that mentioned consequences for receiving a negative evaluation ranged from teachers needing immediate help to termination after continuous ratings of unsatisfactory.

Provision four's emerging themes, captured by the text, was tied with the broader theme of the process-oriented approach (i.e. politics) and the results-oriented outcomes (i.e. performance, equity). Provision four is concerned with the handling of performance (equity) which ties into the politics of why a school might or might not have this provision. Provision four is political because administration might question whether or not to issue a negative evaluation out of fear of the conflict that may arise with the teacher. That political factor could

potentially affect the performance of teachers if they are upset over the consequences for the negative evaluation.

As for provision five, allowing for teacher to rebut or appeal a negative evaluation, the data shows that the majority (n= 39 or 57.6%) do not allow teacher to rebut a negative evaluation. There are three emerging themes captured by the text for provision five which was tied with the broader theme of the process-oriented approach (i.e. opportunity, politics) and the results-oriented outcomes (i.e. performance, equity). Provision five asks if teachers would have the equitable opportunity to appeal a negative performance evaluation. Politics is again involved because challenges emerge whenever administration is approached in an adverse manor. The opportunity to appeal and the politics involved to appeal can potentially affect the teacher's performance and feelings of equity depending on the outcome of the appeal. Provisions two through seven are all noneconomic items with Provision five being present in the smallest number of CBAs. The school board perspective is that administration will be more reluctant to file a negative evaluation which would mean more time devoted to appeals (Lieberman, 2000). One solution could be to allow teachers to append their own comments to a negative evaluation rather than allowing provision five (Lieberman, 2000). Some CBAs states that the teacher has a right to submit a written rebuttal which would become part of the evaluation records. However, because a negative evaluation can lead to probation, salary stipend, and possible dismissal under Senate Bill 736, it might only be equitable to allow for an appeal. Also, a negative evaluation can affect a teacher's chances of receiving a promotion.

There are Florida Statutes for provision four, six, and seven yet none of those three provisions are contained in all of the collective bargaining agreements. The data for provision six, may a teacher grieve disciplinary action, is mixed with more CBAs containing provision six (n= 37 or 56.1%) than not. Florida Statute § 1012.34 (*Personnel Evaluation and Procedure*) states that an employee who wishes to contest the district's school recommendation may request for a hearing. Florida Statute § 1012.33 (*Contracts with Instructional Staff*) also states that any such decision adverse to the employee may be appealed by the employee pursuant to § 120.68 (*Judicial Review*). Although Florida has these relevant statutes, only about half of the CBAs mention that teachers may grieve disciplinary action. Provision six's emerging themes captured by the text was tied with opportunity, politics, performance and equity. The broader theme of the process-oriented approach (i.e. opportunity, politics) and the results-oriented outcomes (i.e. performance, equity) are involved. Provision six questions if a teacher would have the equitable opportunity to grieve disciplinary action that was based on their performance. Politics is involved because a debate is involved challenging administration.

Provision seven is concerned with whether seniority is the primary factor that determines the order of layoffs. The data shows that (n=21 or 31.3%) use seniority as their primary factory to determine layoffs. This is interesting considering Florida Statute §1012.33 states that if a workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon education program needs and the performance evaluations of employees within the affect program area. Per law, the employee with the lowest performance evaluation must be the first to be released. Provision seven fits into two of the six themed categories, time and politics. Provision seven's qualitative emerging themes captured by the text

was tied with the broader theme of the process-oriented approach (i.e. time, politics) and results-oriented outcome (i.e. equity). Provision seven is concerned with if a teacher's time spent in the classroom determines the order of layoffs. Politics is involved because fair (equitable) way to determine layoffs is debatable.

Provision eight is concerned with whether factors other than seniority determine the order of layoffs. While seniority can be the primary factor and sometimes the only factor in determining the order of layoffs, other factors can be considered. The researcher noticed in the contracts that sometimes seniority is the only factor that matters while other contracts have a list of factors that they consider with seniority being the most important factor. The data shows that the majority of the districts (n=48 or 72.7%) have factors other than seniority to determine the order of layoffs. Provision eight's emerging themes, captured by the text, were tied to the broader theme of the process-oriented approach (i.e. Politics) and the results-oriented outcomes (i.e. equity). Provision eight asks what are other factors that determine the order of layoffs. Provision eight is inherently political because the equitable way to deal with the topic of layoffs is itself debatable.

Discussion on Collective Bargaining Agreements and Demographical Indicators

Research question number two, how does the presence of desirable collective bargaining agreement elements vary according to district size, district performance, and district locale, offers a quantitative insight into the findings of this study. As with Goldhaber and Theobald's (2014) study, the data in this study supports the authors research which found that spatial relationship plays a major role in determining bargaining outcomes. The data illustrates that

town locale CBAs contained the highest frequencies of desirable provisions. Districts with lowest frequencies of desirable provisions were characterized by city and suburb locale. Strunk and Reardon (2010) conclude that one district's collective bargaining agreement influences the terms and conditions in other districts bargaining especially when the districts have proximity to each other. Districts with lowest frequencies of desirable provisions were characterized by district grade D and the lowest enrollment quartile (1-4905 students). Districts with the highest frequencies of desirable provisions were characterized by district grade C and enrollment quartiles two (4,906-12,929 students) and three (12,930-43,039 students).

Provision one is concerned with whether the district pays for release time for negotiation for union members. The data shows that Grade B district (n=14 or 37.8%) had the highest percentage of CBAs that pay for release time for negotiation for union members. Grade D districts had the highest percentage (n=1 or 100.0%) of CBAs that does not pay for release time for negotiation. Florida Statute § 1008.36, *Florida School Recognition Program*, provides a performance incentive for school receiving a grade of "A", by demonstrating exemplary improvement of at least one letter grade, or by sustaining the improvement the following year. Performance grade D districts do not receive performance incentives which may be one of the reasons why district grade D schools have the highest percentage of CBAs that do not pay for release time for negotiation for union members.

Town CBAs had the highest percentage of CBAs (n=8 or 61.5%) where the district pays for release time for negotiation. Rural locale had the highest percentage of CBAs (n=16 or 84.2%) that did not contain provision one. The U.S. Census Bureau reported that nationally, rural Americans had a 4% lower median household income in 2015 than urban households

(USCB, 2015). Schools located in lower socioeconomic status (SES) locations such as a rural locale may be one of the reasons why rural locale districts has the highest percentage of CBAs that do not pay for release time for negotiation for union members. Schools in lower SES locations may be underfunded because of lack of funding coming in from taxes (Silvers, 2008).

Quartile two (4,906-12,929) had the highest percentage of CBAs (N=8 or 47.1%) that does pay for release time for negotiation for union members (provision one). Quartile three (12,930-43,039) contained the highest percentage of CBAs (N=14 or 82.4%) that *does not* pay for release time for negotiation for union members. The data does not necessarily agree with what research tells us about district size. Larger districts typically have more money than smaller unions (Moe, 2011), yet the data shows that quartile two has the highest percentage of CBAs that pays for release time for union members. Smaller districts are more expensive to run per capita than larger districts because usually small districts often have small schools, and small schools can have higher overhead costs (Boser, 2013). Running a school for example with only 100 students is more expensive than one with 600 students because of overhead (Boser, 2013).

Provision two asks, do the CBAs require that districts post all certified vacancies/make them available to teachers in the district? Districts with A and B grades contain the only two CBAs that do not require the district to post all certified vacancies. Except for only two (7.1%) suburban CBAs, all the locale CBAs require the district to post all certified vacancies. Quartile three (12,930-43,039) and four (43,040-35,7311) contain the only two CBAs that do not require the district to post all certified vacancies. Investment in human capital by attracting and developing strong employees can improve organizational performance (Crook, 2011). Strategic

recruitment increases overall teacher quality yet on average, 94% of districts post job openings on their district website (Konoske-Graf, Partelow, & Benner, 2016).

Provision three asks, does the CBAs specify the given length of the school day? The B-grade district (n=3 or 8.1%) and C-grade district (n=1 or 5.9%) contained the only 4 CBAs that did not specify the given length of the school or teacher work day. For locale, town had 100% of CBAs that contained provision three. For enrollment, quartile two and three had the only four CBAs that did not contain provision three.

For provision four, the results were rather uniform throughout with only one contract in grade D (n=1, 100%) not having a consequence for receiving a negative/unsatisfactory evaluation. As far as locale, city (n= 4, 66.7%) had the highest percentage of CBAs containing provision four. For enrollment, fourth quartile (n=12, 70.6%) contained the highest percentage of CBAs containing provision four.

Provision five asks, does the collective bargaining agreement allow for teachers to rebut or appeal a negative evaluation? According to district grade, grade C had the most CBAs (n=12, 70.6%) that contained provision five. District grade D had only one contract (100%) that did not contain provision five. For enrollment, Quartile one (73.3%) had the highest percentage of CBAs and quartile two (52.9%) had the least CBAs that contained provision five.

Regarding Provision six, may a teacher grieve disciplinary action, grade C school districts (n=11, 64.7%) had the highest percentage of CBAs that contained this provision. School district grade D (n=1, 100%) had one CBA that did not have provision six making it the highest percentage of CBAs that did not contain provision six. Suburban locale (n=19, 67.9%) had the highest percentage of CBAs that contained provision six. City (n=4, 66.7%) had the

highest percentage that did not contain provision six. For enrollment, the 4th quartile (n=11, 64.7%) had the highest percentage of CBAs containing provision six. Quartile one (n=9, 60%) had the highest percentage that did not contain provision six.

Provision seven is concerned with whether seniority is the primary factor that determines the order of layoffs. The data shows that grade C districts (n=11, 64.7%) CBAs had the highest percentage of CBAs that contain provision seven. The one and only D school district CBA did not contain provision seven giving it the highest percentage of CBAs that did not contain provision seven. Rural school district (n=1, 36.8%) and quartile three (n=10, 58.8%) contained the highest percentage of CBAs that contain provision seven. Suburban (n=20, 71.4%) and second quartile (n=14, 82.4%) contained the highest percentage of CBAs that do not contain provision seven.

Provision eight asks, do factors other than seniority determine the order of layoffs? CBAs in school district grade A (n=11, 100%) and D (n=1, 100%) have all of their CBAs containing provision eight. For locale, rural (n=15, 76.9%) CBAs contain the highest percentage of CBAs that contain provision eight. For enrollment, quartile two (n=13, 76.5%) contains the highest percentage of CBA's that contain provision eight.

Implications for Practice

Collective bargaining in education has a profound impact on schools because of the difference that collective bargaining agreements can make with teachers regarding the conditions of their employment, which subsequently impacts the school culture and relationships between the school and school district. Collective bargaining in education has a profound impact on

schools. Regarding the conditions of their employment, the difference that collective bargaining agreements make with teachers is found within the school culture and the types of relationships that emerge within schools and between school districts. Collective bargaining has served as a powerful tool used by teacher unions to create better working conditions for their members by allowing working salaries, working conditions, benefits, and other aspects of rights for workers to be improved through negotiation (Hornick-Lockard, 2015; Lieberman, 1997). From a qualitative perspective, contractual terminology used in collective bargaining agreements varies widely. It is important to determine the different patterns of wording for each contractual issue. For example, provision one (release time for negotiation) in a CBA can be categorized under “released time”, “union rights,” “leave of absence,” “grievance procedure,” or “miscellaneous” to cite just a few examples. Content analysis classifies a CBA’s text into shared categories making it easier to find contractual provisions. From a quantitative perspective, once the data was analyzed qualitatively, correlations were formed between the CBA’s characteristics (i.e. district size, district performance, and district locale) and the provisions. This information allows persons interested in CBAs to study districts that contain the most desirable CBA provisions in their contracts in order to understand the dynamics of these contracts.

Persons interested in researching collective bargaining agreements find the evidence of links between collective bargaining agreements and school district characteristics and CBA themes useful. People who might be interested include CBA negotiating parties (i.e. school board, teacher unions), policymakers, politicians, teachers, researchers, and parents. Also, those interested in school reform and would like more information on the similarities and unique aspects and content of Florida CBAs would find this study useful. The research examined what

influenced the provisions that are found in CBAs and will guide interested persons to examine CBAs with desirable provisions using the results of this study.

The results of this study provide insight into the terms and conditions of collective bargaining agreements in Florida, thereby providing Florida school districts with information to construct the best possible competitive contracts in the future, which would then attract top talent as well as to protect the best interests of their districts and all parties.

Recommendation for Further Research

Collective bargaining is a newer topic of research of which we know little about (Anzia & Moe, 2014; Lewin, Keefe, & Kochan, 2012). The recommendations for further study presented in this section can expand upon the current study.

One possible future study could be to research the impact that collective bargaining has on Florida public school education. This research could potentially improve education for students, and working conditions for teachers, by giving recommendations on additional items to include in a collective bargaining agreement. The study could be replicated using different provisions than the eight selected and/or using charter schools.

Another possible future study could answer the question, what factors influence the provisions that end up in these Florida collective bargaining agreements? Goldhaber and Theobald (2014) asked this question with their study on collective bargaining agreements but it would be useful to replicate this study in Florida. It is less common to find literature that questions union members' strengths in impacting important decisions which affect collective bargaining agreements.

A possible future study could use Strunk and Reardon's (2010) measure of contract restrictiveness to study Florida union member's strength. This study could help in understanding provision frequencies in Florida collective bargaining agreements. Strunk and Reardon (2010) use collective bargaining agreements negotiated between unions and school boards to determine union strength compared to the employer. Contracts that contain outcomes that are more union-friendly indicated that those unions are stronger than management (Strunk & Reardon, 2010). An understanding of the mind frame that the school board and the union have when coming to the negotiation table helps in understanding how negotiations are handled. Other studies might consider the role of the legislative-funded schools (i.e. school choice and the legislative funded, Florida Virtual Schools) and how collective bargaining agreements influence the administrative and governance within those state funded efforts.

Continuous research on this new literature will help bring clarity and consistency to collective bargaining studies. Further research on teacher collective bargaining can only provide more information for unions interested in improving schools (Vachon & Ma, 2015).

Conclusions from the Research Study

The findings of this study expanded upon the work of Goldhaber, Lavery, and Theobald (2014). As with Goldhaber and Theobald (2014) study, the data in this study supports the author's research which found that spatial relationship plays a role in determining bargaining outcomes. The data from research question two illustrates that town locale CBAs contained the highest frequencies of desirable provisions. Districts with lowest frequencies of desirable provisions were characterized by city and suburb locale.

The findings resulting from research question one indicates that collective bargaining agreements vary in terms of the inclusion of desirable provisions for teachers. The results show that none of the eight desirable provisions were present in all 66 collective bargaining agreements. This shows that state teachers association do not have a great deal of influence on local unions to implement a state-wide provision. The unions and school districts seem to have negotiated contracts to address their own local needs and interests. The most agreed upon provisions seemed to be provision two (posting of certificated vacancies) and three (length of school day), showing that there are some commonalties within the district CBAs. The provisions that had a corresponding Florida State Statute did not necessarily have provision listed in the collective bargaining agreements.

The process-oriented approach theme of politics was present in all but one CBA making politics the theme with the most CBAs. The results-driven outcome theme of equity was present in all but two collective bargaining agreements making equity the theme with the most CBAs for results-driven outcomes. Provision one contained the most themes, having all but one theme (performance). Provision seven contained the least number of themes having only time and politics, two process-oriented approach themes.

In order to construct the best possible competitive contracts in the future, more consistency among the CBAs is needed. The provisions that have a Florida State statute should be included in all of the CBAs or, at least have a reference to the Florida Statute number as some contracts provided. The evidence of the links between collective bargaining agreements and school district characteristics can be used as a reference for exploring how to construct the best possible competitive contracts in the future.

REFERENCES

- Alexander, K., & Alexander, D. M. (2012). *American public school law* (8th ed.). Belmont: Wadsworth.
- Anzia, S. F., & Moe, M. T. (2014). Collective bargaining, transfer rights, and disadvantaged schools. *Educational Evaluation and Policy Analysis*, 36(1), 83-111.
<http://dx.doi.org/10.3102/0162373713500524>
- Aud, S. (2006). Florida's public education spending. School choice issues in the state. Retrieved from <http://www.eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED520200>
- Secure the Future. Ballot Language. (2012). Retrieved from Brevard County Schools:
[http://systemaccreditation.brevardschools.org/Indicator%2021/2.1%20Secure%20the%20Future%20\(Community%20Presentation%20on%20District%20and%20One-Half%20Cent%20Referendum\).pdf](http://systemaccreditation.brevardschools.org/Indicator%2021/2.1%20Secure%20the%20Future%20(Community%20Presentation%20on%20District%20and%20One-Half%20Cent%20Referendum).pdf)
- Bascia, N., & Osmond, P. (2012). Teacher unions and educational reform: A research review. *National Education Association Center for Great Public Schools Research Department* [PDF file]. Retrieved from https://feaweb.org/_data/files/ED_Reform/Teacher_Unions_and_Educational_Reform.pdf
- Bormna, K. M., & Dorn, S. (2007). *Education reform in Florida*. Albany: State University of New York Press.

- Boser, U. (2013). Size matters: A look at school-district consolidation. *Center for American Progress*. Retrieved from <https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED561073>
- Canedy, D. (2003, Feb 11). Florida struggles to find a way to achieve smaller classes. *New York Times*. Retrieved from <http://www.nytimes.com/2003/02/11/us/florida-struggles-to-find-a-way-to-achieve-smaller-classes.html>
- Carlo, M. D. (2015). The evidence on the "Florida Formula" for education reform. *Albert Shanker Institute*. Retrieved from <https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED563782>
- Carni, R. M. (2008). Is collective bargaining detrimental to student achievement?: Evidence from a national study. *Collective Negotiations*, 32(3), 215-235. doi: 10.2190/CN.32.3.d
- Chalk, S. (2015). Quality counts introduces new state report card; U.S. earns C, and Massachusetts ranks first in nation. *Education Week*. Retrieved from https://www.edweek.org/media/qualitycounts2015_release.pdf
- Cohen-Vogel, L., & Osborne-Lampkin, L. (2007). Allocating quality: Collective bargaining agreements and administrative discretion over teacher assignment. *Educational Administration Quarterly*, 43(4), 433-461. <http://dx.doi.org/10.1177/0013161X07306450>
- Cohen-Vogel, L., Li Feng, & Osborne-Lampkin, L. (2013). Seniority provisions in collective bargaining agreements and the "teacher quality gap". *Educational Evaluation and Policy Analysis*, 35(3), 324-343. <http://dx.doi.org/10.3102/0162373713482765>

- Crook, R. T. (2011). Does human capital matter? A meta-analysis of the relationship between human capital and firm performance. *Journal of Applied Psychology*, 3(96), 443-456.
<http://dx.doi.org/10.1037/a0022147>
- Florida Department of Education. (2018). *Course Enrollment* [Data file]. Retrieved from <http://www.fldoe.org/accountability/data-sys/edu-info-accountability-services/pk-12-public-school-data-pubs-reports/students.shtml>
- Florida Department of Education. (2017). *Florida School Accountability Reports: School Grades* [Data file]. Retrieved from <http://schoolgrades.fldoe.org/>
- Florida Department of Education. (2018). *Florida School Grades* [Data file]. Retrieved from <http://schoolgrades.fldoe.org/>
- Ford, M., & Ihrke, D. (2018). The impact of Wisconsin's Act 10 on municipal management in smaller municipalities: Views from local elected officials. *Public Policy and Administration*, 33(2), 170-189. doi: 10.1177/0952076716683763
- Frankel, J. R., Wallen, N. E., & Hyun, H. H. (2015). *How to design and evaluate research* (9th ed.). New York: McGraw Hill Education.
- Freeman, K. W. (2012). The impact of traditional bargaining vs interest-based bargaining on faculty salaries and administrative and faculty relationships. Retrieved from <https://search-proquest-com.ezproxy.net.ucf.edu/docview/1033624901>
- Funding for Florida School Districts Statistical Report. (2013-14). Retrieved from <http://www.fldoe.org/core/fileparse.php/3/urlt/fefpdist.pdf>
- Gallagher, K. S., Goodyear, R., Brewer, D. J., & Rueda, R. (2012). *Urban education*. New York: Routledge.

- Gay, L. R., Mills, G. E., & Airasian, G. (2009). *Educational research: Competencies for analysis and applications* (9th ed.). Boston: Pearson.
- Goldhaber, D., Lavery, L., & Theobald, R. (2014). My end of the bargaining: Are there cross-district effects in teacher contract provisions?. *ILR Review*, 67(4), 1274-1305. doi: 10.1177/0019793914546305
- Green, S., & Salkind, N. (2008). *Using SPSS for Windows and Macintosh: Analyzing and understanding data*. Uppersaddle River, NJ: Pearson.
- Guggenheim (Director). (2010). *Waiting for Superman* [Motion Picture].
- Hannaway, J., & Rotherham, A. J. (2010). *Collective bargaining in education: Negotiating change in today's schools*. Cambridge: Harvard Education Press.
- Hauer, S. (2018, Feb 24). Wisconsin labor unions file lawsuit over Act 10, saying it violates free speech. *Milwaukee Journal Sentinel*. Retrieved from <https://www.jsonline.com/story/news/education/2018/02/24/wisconsin-labor-unions-file-lawsuit-act-10/370280002/>
- Horne, J. (Ed.). (2004). *Assessment and accountability briefing book: FCAT school and accountability*. Retrieved from Florida Department of Education: <https://www.floridaschoolleaders.org/general/content/NEFEC/dafil/resources/fcataabb.pdf>
- Hornick-Lockard, B. (2015). Collective bargaining and teachers' unions. *Research Starters: Education*. Retrieved from <https://library.ucf.edu/>

- Hoxby, C. M. (1996). How teachers' unions affect education production. *Quarterly Journal of Economics*, 111(3), 671-718. Retrieved from <https://www-jstor-org.ezproxy.net.ucf.edu/stable/2946669>
- Hsieh, H.-F., & Shannon, S. E. (2005). Three approaches to qualitative content analysis. *Qualitative Health Research*, 15(9), 1277-1288. doi: 10.1177/1049732305276687
- Johnson, J. A., Musial, D., Hall, G. E., Gollnick, D. M., & Dupuis, V. L. (2008). *Foundations of American Education* (14th ed.). Boston: Pearson.
- Konoske-Graf, A., Partelow, L., & Benner, M. (2016). *To attract great teachers, school districts must improve their human capital systems*. Retrieved from <https://www.americanprogress.org/issues/education-k-12/reports/2016/12/22/295574/to-attract-great-teachers-school-districts-must-improve-their-human-capital-systems/>
- Koski, W. S., & Horng, E. (2007). Facilitating the teacher quality gap? Collective bargaining agreements, teacher hiring and transfer rules, and teacher assignment among schools in California. *Education Finance and Policy*, 2, 262-300. Retrieved from <https://www-jstor-org.ezproxy.net.ucf.edu/stable/educfinapoli.2.3.262>
- Levine, D., Lowe, R., Peterson, B., & Tenorio, R. (1995). *Rethinking schools: An agenda for change*. New York: The New York Press.
- Levine, J., & Quinn, M. (2003). Missed opportunities: How we keep high-quality teachers out of urban classrooms. *The New Teacher Project*. Retrieved from <https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED481608>
- Lewin, D., Keefe, J. H., & Kochan, T. A. (2012). The new great debate about unionism and collective bargaining in U.S. state and local governments. *Industrial and Labor Relations*

- Review*, 65(4), 749-78. Retrieved from
<https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED481608>
- Lieberman, M. (1997). *The teacher unions: How the NEA and AFT sabotage reform and hold students, parents, teachers, and taxpayers hostage to bureaucracy*. New York: The Free Press.
- Lieberman, M. (2000). *Understanding the teacher union contract*. New Brunswick: Transaction Publishers.
- Lunenburg, F. C., & Irby, B. J. (2008). *Writing a successful thesis or dissertation: Tips and strategies for students in the social and behavioral sciences*. Thousand Oaks, California: Corwin.
- Mackenzie, R. (2015, January 30). Brevard teachers protest for raises, recognition. *Florida Today*. Retrieved from <http://www.floridatoday.com>
- Mann, D., & Calabro, D. M. (2017). Improving taxpayers value, citizen understanding, and government accountability. Retrieved from <https://floridataxwatch.org>
- Moe, T. M. (2006). Bottom-Up structure: Collective bargaining, transfer rights, and the plight of disadvantaged schools. *Department of Education Reform*. Retrieved from <https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED508944>
- Moe, T. M. (2011). *Special Interest: Teachers Unions and America's Public Education*. Washington: Brookings Institution Press.
- Munk, L. G. (1998). Collective bargaining: Bringing education to the table. *Government Union Review*, 18(4), 1-67. Retrieved from
<https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED456496>

- Murray, K. T., & Murray, B. A. (2014). *School law for the Florida educator* (5th ed.). Merritt Island: IntraCoastal Publishing.
- National Center for Education Statistics. (2017, September 01). *Education Demographic and Geographic Estimates*. Retrieved from:
<https://nces.ed.gov/programs/edge/geographicLocale.aspx>
- National Labor Relations Act. (1935). Retrieved from <https://www.nlr.gov/resources/national-labor-relations-act-nlra>
- NCES 2016. (2016, September 01). *Common Core of Data*. Retrieved from <https://nces.ed.gov/>
- NCES Locale Classifications and Criteria. (2018, September 01). Retrieved from
https://nces.ed.gov/programs/edge/docs/LOCALE_CLASSIFICATIONS.pdf
- Nelson, H. F., & Rosen, M. (1996). Are teacher's unions hurting American education? A state-by-state analysis of the impact of collective bargaining among teachers on student performance. *Milwaukee: The Institute for Wisconsin's Future*. Retrieved from
<https://eric.ed.gov/contentdelivery/servlet/ERICServlet?accno=ED404746>
- Normore, H. A., & Ilon, L. (2006). Cost-effective school inputs: Is class size reduction the best educational expenditure for Florida?. *Educational Policy*, 20(2), 429-454.
<http://dx.doi.org/10.1177/0895904805284053>
- Ravitch, D. (2006). Why teacher unions are good for teachers and the public. *American Educator*, 30(4), 6-8. Retrieved from <http://www.aft.org/periodical/american-educator/winter-2006-2007/why-teacher-unions-are-good-teachers-and>

- Silvers, D. (2008). How we got into this mess: Trade, the war on unions, and underfunded schools all lowered wages. *The American Prospect*, 19(5), 23-26. Retrieved from <https://library.ucf.edu/>
- Smith, S. K., & Rayer, S. (2013). Projections of Florida population by county, 2015-2040, with estimates for 2012. *Bureau of Liberal Arts and Science*, 46(165), 1-4. Retrieved from <https://www-jstor-org.ezproxy.net.ucf.edu/stable/26159772>
- State board of education 2015-16 legislative budget request. (2014, December 05). [PowerPoint slides]. Retrieved from Florida Department of Education: <http://www.fldoe.org/core/fileparse.php/7601/urlt/AgencyPresent2015-16BudgetRequest.pdf>
- Steele, J. L., Murnane, R. J., & Willett, J. B. (2009). *Do financial incentives help low-performing schools attract and keep academically talented teachers? Evidence from California*. Cambridge: National Bureau of Economic Research. Retrieved from <https://library.ucf.edu/>
- Steelman, L. C., Powell, B., & Carini, R. M. (2000). Do teachers union hinder educational performance?. *Harvard Educational Review*, 70(4), 437-466. Retrieved from <https://library.ucf.edu/>
- Strunk, K. O. (2011). Are teachers' unions really to blame? Bargaining agreements and their relationships with district resource allocation and student performance in California. *Education Finance and Policy*, 6(3), 354-398. Retrieved from <https://www-jstor-org.ezproxy.net.ucf.edu/stable/educfinapoli.6.3.354>

Strunk, K. O., & Grissom, J. A. (2010). Do strong unions shape district policies? Collective bargaining, teacher contract restrictiveness, and the political power of teachers' unions. *Educational Evaluation and Policy Analysis*, 32(3), 386-406. doi: 10.3102/0162373710376665

Strunk, K. O., & Reardon, S. F. (2010). Measuring the strength of teachers' unions: An empirical application of the partial independence item response approach. *Educational and Behavioral Statistics*, 35(6), 629-670. doi:10.3102/1076998609359790

Student enrollment. (2017, March 01). *Florida Department of Education* [Data file]. Retrieved from <https://edstats.fldoe.org/SASWebReportStudio/gotoReportSection.do?sectionNumber=1>

The 2016 Florida Statute. (2016). Retrieved from OnlineSunshine: http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=1000-1099/1012/Sections/1012.56.html

The Florida Legislator office of Economic and Demographic Research (2017). *Demographic Overview & Population Trends* [Data file]. Retrieved from <http://edr.state.fl.us/Content/>

United States Census Bureau (2014). *Florida Passes New York to Become the Nation's Third Most Populous State*, *Census Bureau Reports*. Retrieved from <https://www.census.gov/newsroom/press-releases/2014/cb14-232.html>

United States Census Bureau. (2015). *A comparison of rural and urban american: Household income and poverty*. Retrieved from https://www.census.gov/newsroom/blogs/random-samplings/2016/12/a_comparison_of_rura.html

Vachon, T. E., & Ma, J. (2015). Bargaining for success: Examining the relationship between teacher unions and student achievement. *Sociological Forum*, 30(2), 391-413. doi: 10.1111/socf.12168

Vollmer, J. (2010). *Schools cannot do it alone*. Fairfield, IA: Enlightenment Press.

Walton, R. E., & McKersie, R. B. (1991). *A behavioral theory of labor negotiations: An analysis of a social interaction system* (2nd ed.). Ithaca: ILR Press.

Weaver-Dunne, D. (2000, March 1). *Education World*. Retrieved from Florida fails children of Miami-Dade County: http://www.educationworld.com/a_issues/issues107.shtml