

## **An Exploration of Kentucky Superintendents' Experiences with Employment Contract Negotiations**

Kevin F. Hub, Ed.D.  
Executive-in-Residence, Associate Professor  
Eastern Kentucky University  
Richmond, KY

Christopher Budano, Ph.D.  
Assistant Professor  
Eastern Kentucky University  
Richmond, KY

### **Abstract**

This case study explores Kentucky school superintendents' experiences with employment contract negotiations. Through interviews, we examined the factors influencing these negotiations and the challenges superintendents encountered. The study specifically focuses on Kentucky, given our familiarity with the state's school districts. The primary research questions addressed were: (1) What are the experiences of superintendents when negotiating employment contracts? (2) What are the benefits of formal training in contract negotiations within a school superintendent certification program? Findings indicate a significant difference between initial and subsequent contracts, with superintendents often lacking formal training in negotiating initial contracts. Over time, superintendents relied on experience to navigate subsequent negotiations, primarily focusing on salary and benefits while also considering other influential factors. This research provides valuable insights for current and aspiring superintendents, educational boards, and policymakers in Kentucky and beyond, emphasizing the need for targeted training in contract negotiations.

*Keywords:* superintendent, contract negotiations, salary negotiations, benefit negotiations

School superintendents in U.S. public school districts shape student achievement outcomes and work with local boards of education to ensure effective governance. Superintendents serve as the chief executive officers of these districts, implement educational policies, manage budgets, and serve as instructional leaders (American Association of School Administrators [AASA], 2021). As of 2021, there are approximately 13,000 school districts across the United States, ranging from small rural districts to large urban systems. The diversity represented by these districts presents unique challenges for school superintendents (National Center for Education Statistics, 2017). Recent trends reveal an emerging pattern of superintendent mobility, with approximately 20% of superintendents changing positions annually and nearly 50% of superintendents leaving their districts within three years of their appointment (Grissom & Mitani, 2016). Factors contributing to this attrition include job stress, political pressures, and the demands of educational reform.

The tenure of public school superintendents in Kentucky is fraught with high-pressure decisions, high-stakes visibility, and a compelling need to navigate and reconcile the scrutiny and demands of a range of investors and observers. No doubt correspondingly, superintendent tenure is short, and turnover is high. In the state of Kentucky, from 2014 through 2023, there were 205 instances of superintendent turnovers, which is consistent with national averages. Of the 205 superintendent turnovers between 2014 and 2023, 65 (31.71%) of the incoming superintendents received higher annual salaries than the outgoing superintendent, 133 (64.88%) received lower annual salaries than the outgoing superintendent, and seven (3.41%) received the same salary as the outgoing superintendent.

Motivation for seeking the position and for presenting as an ideal candidate varies. Salary is neither a reason for seeking the role nor an incentive to overlook negative aspects of the position (Sharp et al., 2002; Pijanowski & Brady, 2009). Nonetheless, superintendent salaries, which are high relative to other district employees, are budgeted by the school board as compensation for the responsibilities of the role. There is a relationship between superintendent salary and tenure in the role (Grissom & Mitani, 2016). That means there is also a relationship – one that, to some degree, a school board can control – between superintendent salary and turnover (Grissom & Andersen, 2012).

Negotiation variables in a superintendent's employment contract include much more than base salary. The total compensation package often includes fringe benefits, which may include vacation days; annuity contributions; vehicle, housing, cell phone, and technology allowances; and reimbursement for insurance premium payments, retirement contributions, education expenses, travel expenses associated with professional development, and membership in civic and professional organizations. Other negotiation variables include the length of the initial contract term, the number of days worked, and the terms under which the contract can be renewed or re-negotiated.

This research explored Kentucky school superintendents' perceptions of employment contract negotiations, and their associated lived experiences in order to better understand what factors might be important in their employment decisions. We sought to answer the following research questions:

- 1) What are the experiences of superintendents when negotiating employment contracts?

2) What factors were most important for superintendents during contract negotiations?

Answering these questions provides useful information for current and aspiring superintendents, local boards of education, state and national school board associations, state legislatures, and other education advocacy or authorizing bodies in Kentucky, from where the data were collected, and beyond.

### Literature Review

A literature review reveals more than 40 years of research devoted to developing our understanding of negotiations, including the seminal works *Get Paid What You're Worth* (Pinkley & Northcraft, 2003), *Negotiation Genius* (Malhotra & Bazerman, 2007), and *Getting to Yes* (Fisher et al., 2011). Negotiating individual employment contracts frames the terms of leadership across various sectors, including education, business, and healthcare. For public school superintendents in the United States, these contracts stipulate not only salary and benefits but also job expectations, evaluation criteria, and termination clauses. In a 2021 survey, nearly 60% of superintendents reported that their contracts did not adequately reflect their responsibilities (AASA, 2021). In the business world, executives negotiate contracts with compensation packages averaging one million dollars annually, many including performance incentives potentially increasing total compensation by 30% or more (Cascio & Boudreau, 2016). In healthcare, more than 80% of physicians negotiate their contracts, which often include key elements such as malpractice coverage and patient load expectations (Menger et al., 2020).

Very little available research focuses on the negotiation experiences of school superintendents, yet there are studies that

examine the experiences of plastic surgeons, neurosurgeons, and others in the field of academic medicine (Berman & Gottlieb, 2019; Hollier et al., 2021; Menger et al., 2020; Sambuco et al., 2013). Similar themes emerge from those studies and include the importance of negotiation for future success and the need for training and assistance in contract negotiations. It is important to consider both the benefits and risks of negotiating because the “process impacts not only what deal terms the participants reach, but also how the participants act after an agreement has been reached” (Hart & Schweitzer, 2020, p. 156).

The literature is consistent in reporting that negotiation skills are critical to the success of executives and other professionals. Also true is that negotiation skills can be taught, practiced, and improved. When incorporated into a training program or professional development offering, learning basic negotiation strategies helps to overcome the imbalance in experience and maximize individual value (Menger et al., 2020). The benefits of formal training are numerous and one European research study found a “significant association between the time trainees spend in negotiation training programs and their negotiation performance” (El Shenawy, 2009, p. 192). While negotiation courses and workshops are routine in colleges in business and law, the literature review found few instances where this training was offered in school superintendent certification programs found in colleges of education.

Theoretical frameworks are useful for understanding the negotiation of employment contracts for public school superintendents. The Principal-Agent Theory considers the interests of superintendents (agents) with those of local school boards (principals) (Eisenhardt, 1989). The research seeks to suggest best practices and potential pitfalls in

employment contract negotiations to inform policies and practices in educational leadership training and certification programs. This study seeks to augment the Principal-Agent Theory as it pertains to educational leadership.

### **Research Methodology**

We implemented a case study approach (Yin, 2003) to examine superintendents' experiences with contract negotiations. Interviews were the unit of analysis for both individual case analysis and cross-case analysis. Interviews allowed us to elicit from participants what they experienced as they negotiated their employment contracts and what factors they believed were important in those experiences. Because of our proximity to and familiarity with school districts in Kentucky, the study focused on the experiences of superintendents serving in school districts in that state.

### **Participants**

We used a purposive sampling technique (Flick, 2020) to recruit participants who could best inform us about the problem and answer the research questions. Purposeful sampling allows for the selection of participants possessing specific characteristics consistent with the research questions (Patton, 2015), which for this study included serving as a superintendent and participating in at least one contract negotiation. In this case study, a total of 205 superintendents met the inclusion criteria, as they had been hired as

superintendents in Kentucky between 2014 and 2023 and negotiated at least one contract during that time. We interviewed 24 superintendents from this population, representing the diversity and experience of the population. The sample size of 24 participants is appropriate for qualitative research, providing a rich, in-depth understanding of the phenomena while remaining manageable for detailed analysis. Literature indicates a point at which no new information emerges, or saturation, is typically reached with smaller sample sizes in qualitative studies (Guest et al., 2006). By interviewing 24 superintendents, we captured a comprehensive range of perspectives and experiences that highlight the complexities of employment contract negotiations for public school superintendents in Kentucky, ultimately contributing to the broader context of superintendents nationwide. We emailed prospective participants using publicly available email addresses and conducted interviews as superintendents accepted the invitation to participate.

Participants served in school districts of varying sizes and from each region of the state. The majority of participants were male (n=21), although three female superintendents participated in the study. Table 1 includes information about the participants and their school districts. It was important to us to achieve a sample that included superintendents from different regions and districts sizes to gather a variety of experiences.

**Table 1***Participant and School District Information*

#	M/F	Internal or External Candidate	Region	Student Population				
				0-999	1000-2999	3000-4999	5000-9999	10000+
1	M	External	Central	X				
2	M	Internal	Central				X	
3	M	Internal	Central				X	
4	F	External	Central				X	
5	M	External	Western	X				
6	M	Internal	Southeastern		X			
7	F	External	Central		X			
8	M	Internal	South Central	X				
9	M	Internal	Central	X				
10	M	Internal	South Central		X			
11	M	External	Northern		X			
12	M	Internal	Western		X			
13	M	Internal	Southwestern		X			
14	M	Internal	Central					X
15	M	Internal	South Central		X			
16	M	Internal	Northwestern					X
17	M	External	Western	X				
18	M	External	Central			X		
19	M	External	Southeastern	X				
20	M	Internal	Central				X	
21	M	Internal	Central					X
22	M	External	Northwestern				X	
23	M	External	Southwestern		X			
24	F	External	South Central		X			

**Interviews**

We conducted semi-structured interviews with each participant to gather information about their individual experiences with contract negotiations. We developed the interview protocol with guidance from Blaha's (2022) work. Although Blaha focused on the experiences of female superintendents both in contract negotiations and their work as superintendents, we found aspects of the protocol useful for understanding the contract negotiation experiences of

superintendents more generally. The full interview protocol is available in the Appendix. All interviews were conducted via Zoom, and we recorded the interviews with participants' permission, producing video recordings and transcripts of the interviews. We gave each participant a number to maintain confidentiality and replaced names with these numbers in transcripts and other materials.

**Data Analysis**

Throughout data collection, we conducted multiple rounds of data analysis

within and across interviews. After an initial review of transcripts, we wrote summaries and analytic memos for each interview, noting important aspects of the participant's experience with contract negotiation. Blaha's (2022) list of factors served as the basis for the initial identification of themes, though other themes emerged from questions asking participants to expand on their ideas and to provide their own important factors. These reviews led to the identification of additional themes in participants' experiences and factors identified as most important to their contract negotiations. We applied these themes across interviews to cluster the data and identify patterns in participants' responses related to different aspects of contract negotiations (Miles & Huberman, 1994).

### **Limitations**

We recognize several limitations of this study. First, the design does not allow for generalizability to all superintendents or even the full population of superintendents in Kentucky. We did not use a random sample, although we attempted to include superintendents from a variety of contexts, including regions of the state and district size. Two areas in which the sample lacked representation were gender and race/ethnicity. While there are more male superintendents than female superintendents in Kentucky, we recognize that the experiences of the three female superintendents in the sample may not represent the experiences of all female superintendents. Additionally, none of the participants identified as Black or African American or Hispanic or Latino. While there are few superintendents in Kentucky who identify as Black or African American or Hispanic or Latino, the number is not zero. As a result, the study lacks the perspective of these demographic groups, which limits the findings and conclusions we can draw.

Second, the research relied on self-reported experiences. It is possible the participants might not accurately remember their negotiations, leading to inaccurate or incomplete data. It is also possible that participants might say what they assume the researchers want to hear, resulting in experiences that may not be genuine. While both circumstances were possibilities, we remain confident in the validity of our findings given the sample size and consistency of data across participants.

### **Findings and Analysis**

For school superintendents, it is important to conduct a thorough assessment of any prospective school district by examining the salary of the current superintendent, other school and district leaders, and teachers in the district. It is also important to make salary comparisons with similar and surrounding school districts. Additionally, assessing the likelihood of community support they will receive based on negotiated salary and fringe benefits and their impact on culture and climate is important.

The data revealed several important findings regarding these superintendents' experiences with contract negotiation. First, there was a difference between initial contracts and subsequent contracts, which led to different outcomes. Additionally, the superintendents lacked training and preparation related to negotiating the initial contract; they used their experience to negotiate subsequent contracts, and they often negotiated around issues of salary and benefits while cognizant of other factors that might impact their contracts.

### **Initial Contracts**

Nearly all the superintendents said they lacked negotiation experience and did not feel prepared to engage in negotiations when they first received an offer to be superintendent. Superintendent 7 expressed

this idea when she noted, “Prior to superintendent, there were no contract negotiations. I had none, because I was in education the whole time, so it was you work for the district and you’re on the salary scale.” This lack of experience with contract negotiation is because the superintendency is the only certified position within Kentucky school systems that is not on a salary schedule. Since all of these superintendents were first teachers and school or district-level administrators, they were not able to negotiate their contracts. Even participants who had previous roles in district administration expressed that they were not prepared for conversations about the initial contract. Superintendent 19 summed up the feelings of many participants when he said, “Really, I had no clue. Of course, I’ve worked in administration for probably 15 years... but I’ve never been part of this.” The result in many cases was that the first contract did not benefit the participants as much as it could have or they may have liked. Superintendent 11 explained, “I just didn’t have enough training to go through the process the first time correctly. So, my first contract was not my best contract. It was not even a good contract.” Without training or preparation for the initial contract offer, these superintendents simply accepted what was offered to them.

Furthermore, some of the participants noted that they lacked knowledge about what could be negotiated. For example, Superintendent 12 shared, “Going into the first one I really had no knowledge of how a superintendent’s contract would [or] should be or was structured... I just I didn’t have that experience on, you know, how do I do this.” Superintendent 23 echoed this idea:

A lot of folks don’t even know about whether it be a [Teachers’ Retirement System] (TRS) match or

family healthcare, or the benefits or non-benefits of cell phone reimbursement, or whatever it may be. All those things are new to people, different to people, especially if you’re coming from the principalship.

These and other participants believed that knowledge about what is and is not included in a superintendent contract, as well as what can and cannot be negotiated, would be important for aspiring superintendents. This sentiment echoes the literature that notes executive contracts are often about more than just compensation for their responsibilities and include the terms of their role as a leader (Fisher et al., 2011).

As a result of their lack of experience with contracts and negotiating, many participants were just glad to be offered the position and accepted what they were offered, even if it was a lower salary than their predecessor. For example, Superintendent 9 explained, “There was a contract proposed by the board and the board attorney, and I was eager to get the job and took it.” He continued, “Like I said, the first one was more of a ‘just glad to have it and where do I sign.’” Similarly, Superintendent 24 said, “I just felt like I was lucky enough to be offered the job, and whatever they offered me I was going to take irregardless [sic], and I knew that. So I just settled for whatever that was.” For these and other participants, the important thing was that they were offered the position because they wanted to “get my foot in the door and prove myself” (Superintendent 8). They were not looking to negotiate the contract in any substantive way.

Additionally, some participants shared that they did not want to damage relationships with the school board or risk the offer if they attempted to negotiate. Superintendent 22 explained, “Getting your first superintendent job...you’re thrilled to

get the job, and you don't want to push the board too much in terms of the negotiation." Superintendent 12 expanded on this idea, saying, "The last thing you want to do is go into your first contract and have the board members upset with you because you went in and asked for too much." Other participants echoed this idea of not wanting to "go too far to set off a bad tone" (Superintendent 17) or "upset the apple cart" (Superintendent 18) with the first contract. Many of the participants recognized they could establish a positive relationship with the board by accepting the initial contract, which could translate into better outcomes in a second or subsequent contract. Superintendent 18 summed up this idea, saying, "You don't want to make anybody upset in that process, but as you go along you can be a little more assertive with some of the things that you feel you are deserving." In this way, the lack of experience with contract negotiations turned from a negative into a positive because participants could establish a rapport with the school board and then negotiate better terms in the future.

### **Subsequent Contracts**

Of the 24 participants, 20 said they received more than one contract, and nearly all the superintendents who received a second contract said they engaged in at least some negotiation. These superintendents explained that they felt more prepared and knowledgeable when it came to the second contract, while recognizing an opportunity in the second contract. Superintendent 2 noted, "The first contract's for them. The second contract's for you." This recognition and preparation often led to changes that benefitted them. Several key factors emerged from discussions of these negotiations, including the importance of mentors and consultants, training, salary and retirement, the influence of the school board,

previous experience, and the context of the district.

### ***Mentors and Consultants***

Many participants explained they wanted to negotiate the second contract but needed assistance, which came from mentors or consultants. For example, Superintendent 1 said, "In the second one, I had a guy to go to... But you know I sought that out myself the second time because I knew I was lacking." Likewise, Superintendent 6 said, "The second one I probably did a little bit better job of asking for help, guidance, and probably doing a little bit more research about anything from cost to benefits." In many cases, these mentors were other superintendents or retired superintendents who offered their expertise about the process. Superintendent 17 explained, "The best training, of course, that I have, or the best background that I have, is just talking to other superintendents. Listening to what they have negotiated through... I got a lot of recommendations from the superintendent before." Similarly, Superintendent 23 noted:

My previous superintendent shared with me, you know, like [Kentucky TRS] match, and some different things to think about... He referenced the [superintendent's name] of the world and people like that as resources... those are some people that you need to reach out to.

Other participants discussed hiring a consultant to assist them with negotiations. Superintendent 9 explained the usefulness of such an individual's assistance:

I hired a consultant to help me look at the draft I created ... Under the advice of my consultant, I started higher, a little bit higher, with these things than I would have settled for, and we were able to land in a spot that I felt good about and hopefully the board felt good about.

Both the mentors and consultants helped the participants feel more comfortable with negotiating and directed them to consider improvements to their contracts, particularly around salary.

Additionally, many of the participants shared that they participated in training specifically about contract negotiation with the Kentucky Association of School Administrators (KASA) and its Kentucky Women in Educational Leadership (KWEL) professional network. Participants found these trainings helpful, as these organizations offered opportunities for networking and collaboration.

Superintendent 23 explained, “When you start going to these KASA meetings... you begin this conversation with other superintendents, and you find out things.” However, participants also noted that they could only engage in the KASA and KWEL trainings after they had already received their first contracts. For example, Superintendent 7 noted, “I think the sessions that were held by KWEL... helped me think through some of the things that would have been nice to be in there had I had the opportunity to really negotiate.”

Superintendent 24 shared this sentiment, saying, “They’ve offered some contract negotiation courses, and I wish I had had that prior to going into this. I think it would have been very helpful.” Superintendent 11 summed up this frustration when he said, “When you’re in, you know, in puppy school, KASA, it’s too late. You’ve already signed the contract.” Therefore, while these experiences were beneficial for second and subsequent contracts, they did little to help with the initial contract.

### ***Salary and Retirement***

To better understand what aspects of the contracts were important to the participants and the impact those aspects had on negotiations, we asked participants to discuss factors that were important in their

most recent contract negotiations. Initially, we left the question open for the participants to offer their own ideas; 20 participants said that salary was important to them as they negotiated their contracts. For example, Superintendent 19 said, “Salary is, of course, I hate to say it, first and foremost.” However, salary was not as simple as it seemed since it was often connected to retirement. The retirement benefit calculation in Kentucky is based on the average of the five highest salaries, incentivizing superintendents nearing retirement to negotiate a salary that would raise their average salary. Of the participants who cited salary as an important factor, 11 of them specifically noted the impact of salary on their retirement benefits. For example, Superintendent 11 told the us:

Pay was obviously a very important factor... that’s the one line item that impacts your retirement more than any other line item. So that was my number one. Some of the benefits are great, but you know I was more interested in retirement.

The participants most frequently discussed the impact of salary on retirement when discussing their final contract, either their most recent one or one in the future. Superintendent 18 explained that his most recent contract was “going to be the one that was setting up my retirement.” As a result, he was most focused on the salary because “that’s really what it came down to was salary and the TRS piece.” Superintendent 8 also negotiated his last contract, and he “learned from my past experience is that this is going to be more for me individually in securing a solid retirement.”

On the other hand, some participants who had not yet reached their last contracts still focused on retirement. As Superintendent 4 explained:

Looking at what do I need to ask for that’s going to be the salary

component versus what are going to be all of those extra or fringe type benefits that still impact your salary but they're not going to be contributing to your retirement. I looked at how many years I would have until retirement.

Superintendent 14 concurred, saying that looking ahead, he “wanted to make sure that [the final] contract was fixed such that it would benefit me regarding [retirement].” Thus, for many of the participants, salary was important because they wanted to be compensated fairly and because it was the one aspect of the contract that would impact them even after they retired. Given the nature of the role, the experience and education necessary to become a superintendent, and the formula used to determine retirement benefits, it is not surprising that some combination of retirement and salary were important factors for these participants.

However, unlike findings from other research (Grissom & Mitani, 2016, Grissom & Andersen, 2012), there was not an indication from the participants that salary was related to how long they remained in the position. In fact, many of the participants noted that they were willing to accept a salary that was not as high as they might have liked but thought was fair because they wanted the position and/or to protect their relationship with the board.

#### **Additional Participant-Suggested Factors**

Participants offered two additional factors that were important in their most recent contract negotiation. Seven participants identified benefits other than salary, including health insurance, reimbursement for payments to retirement funds, and mileage reimbursement. The lack of training and knowledge about negotiations, as explained above, contributed to a lack of benefits in their initial contracts. Superintendent 14 noted, “I

didn't know anything about the perks. Retirement reimbursement, health, I knew nothing... I had no idea you could do things like that.” Likewise, other participants negotiated additional benefits in the second contract. Superintendent 12 noted that his predecessor had “health insurance and vision and dental taken care of”, but he did not receive that in his initial contract. However, when he negotiated his second contract, he received “a pretty good package as far as all the fringes and insurance.” Similarly, Superintendent 13 said, “The benefits were more important the second time around,” and he “felt successful in the sense that we were able to put some clauses in of the benefits.” In these and other cases, participants improved their contracts by negotiating benefits beyond salary after the first contract and once they knew it was possible.

Additionally, four participants mentioned community perceptions of the contract as important, particularly for participants who were raised and/or living in the districts in which they served. Superintendent 13 shared, “I was born here, graduated here. Good or bad, everybody knows me... I've always said no, I wasn't gonna ask for this huge salary or try to negotiate a huge salary.” Superintendent 15 agreed, “That was one of my biggest worries, how the community was going to feel about my salary... if I was going to be at Walmart and they're going to say, ‘There's that superintendent that makes that money.’” These participants worked with the board to “build in certain perks in the contract” (Superintendent 3). In this way, they found a compromise that would meet their needs and their community's needs and expectations.

Other participants discussed how these two considerations, non-salary benefits and community perception, intersected. For example, Superintendent 14 shared that he

negotiated contributions to a 401K retirement plan because he did not want to “stir up the local people with a big salary increase.” Superintendent 21 shared, “Salary is the one that people see. You can have a fantastic contract with all of the benefits...and everybody’s gonna say, ‘How much does the superintendent make?’” However, if the salary is “something that they can tolerate” (Superintendent 21), then they are less likely to have an issue with the contract, making it better for the board. Thus, there was a recognition by the participants that they needed to avoid negative perceptions of their contracts by both the board and the community. Then, they worked with the board to find a way to compromise and balance their salaries with other benefits.

### **Other Factors**

Additionally, we asked about eight specific factors that may have been important in their most recent contract negotiations (Blaha, 2022). Of these factors, the most frequently cited, from most to least important, were the school board, previous experience, age, and size of the district. Fewer than half of the participants said that time in the district, the previous superintendent’s contract, and gender were important. Only one participant said individuals other than school board members were important to their negotiations, despite many of the participants discussing the role of mentors and consultants in preparing them for negotiations. Table 2 shows the full set of factors and which participants cited each factor as important to their negotiations.

**Table 2***Factors Important in Negotiations*

#	Age	Gender	Previous Experience	Time in District	Size of District	School Board	Outside Individuals	Previous Superintendent's Contract	Other Factors Offered by Participant
1	X								District finances
2			X		X	X		X	Retirement
3	X	X			X	X			Salary & community perception
4		X	X		X		X	X	Retirement
5	X			X	X	X			Salary & retirement
6	X			X	X				Cost of living
7		X				X			Desire for new position
8	X		X	X		X		X	Salary
9	X		X	X	X	X			Salary & benefits
10	X					X			Insurance & retirement reimbursement
11			X	X					Salary & retirement
12	X		X	X	X	X			Salary & retirement
13			X	X	X				Benefits other than salary
14	X			X	X	X			Retirement & community perception
15	X		X			X		X	Salary & benefits
16			X		X	X			Retirement
17			X	X				X	Community perception
18					X			X	Retirement
19	X		X		X	X			Salary, benefits, & retirement
20	X		X	X	X	X			Community perception & everyone satisfied with outcome
21	X		X		X			X	Retirement & benefits
22				X		X			Retirement & benefits
23	X		X			X			Retirement
24		X	X			X		X	Salary

The school board was an important factor for 16 of the participants, which is not surprising given the board's role in the hiring and negotiation process. These participants understood that school board members are elected from the community and are accountable for all aspects of the district, including financial responsibility. Superintendent 18 explained, "I think sometimes, boards, because their constituents may have a certain thing in mind... they don't want to get too far out there." Superintendent 11 echoed that idea, saying, "The biggest barrier to the board to even voting on something is the critiquing of the community that the system would be just fine without a superintendent by an element of the population." They also seemed to understand that the board was the principal to which they were responsible, and as such they were ultimately in the position to implement their agenda (Eisenhardt, 1989).

Another important factor was the participants' previous experience, particularly their successes as superintendents, which 15 participants cited as important. For example, Superintendent 16 explained, "I think the board felt like we were successful. I think you know, the relationship that we have, professional relationship that is, was one that they valued and I valued." Similarly, Superintendent 2 said, "I think this last time around there was an opportunity for them to have seen how I've done in the role, and that satisfaction level aided me, and any kind of negotiations that second time around." Superintendent 12 summed up this sentiment when he said:

After you've been here for four years, and you are comfortable that you're gonna get that next contract... then you feel that, you know, maybe you do have a little more bargaining power because you are wanted to return for that second contract.

In Superintendent 22's case, the board rewarded his experience and outcomes even before the next contract negotiations. He explained:

We've had really excellent growth and results, and the things that they've asked me to do we've done successfully. So, they rewarded that with outstanding evaluations, all exemplary evaluations, and that following year they increased my pay. I didn't ask them to do that, and they did it.

In these ways, experience and their records as superintendents became important leverage for negotiating. School boards often recognized positive outcomes and rewarded the superintendents with favorable contracts.

Age was another factor that over half of the participants said was important, and in their discussions, it was clear they considered age important because of retirement. For example, Superintendent 9 said, "Age mattered from my perspective for the retirement calculation, if you will, you know, still, not being at that retirement age." Likewise, Superintendent 2 shared that, "My age certainly played into the negotiation because I knew where that would factor in as far as turning 55, based on the TRS calculation rules of the advantage being 55." In Kentucky, retirees aged 55 or older have the potential to base their final average salary calculation on their highest three annual salaries versus their highest five annual salaries. However, there were participants who, like Superintendent 10, noted, "I think my age is very important, just for the simple fact for me is, I was not able, I'm not able to retire under one contract. I need multiple contracts." Thus, the participants' age could be a factor in what they negotiated – salary to increase their retirement benefits or other benefits to

improve their overall position if they were not yet ready to retire.

Finally, more than half of the participants (n=14) said that the size of the school district was a factor in their negotiations. Participants who worked in small districts noted that the size limited what they would expect in terms of salary and compensation. Superintendent 9 explained, “I know the size of our district. There’s a price point that we can afford to pay for this position.” Superintendent 5 agreed, saying:

I mean, it’s as a small district - less than a thousand. It’s just hard to demand the same salary as a larger school district. I respect that ... It’s really hard to justify to your community, when you’re a small community, a salary that is equal or higher than maybe some of the larger districts.

These participants and others recognized that with fewer students there were fewer financial resources available, which impacted the compensation they received. However, they were willing to accept that.

Other participants discussed the impact of the district size as it related to the geographic context of the district. Several participants said that they looked at the contracts, and specifically the salaries, of superintendents in comparable districts. These could be districts in the same region and/or those of similar size. Superintendent 4 explained, “I looked first at the districts that were adjacent... The second thing that I looked at were districts that were comparable in size across the state, and what those previous superintendent salaries were.” Superintendent 10 noted that he looked at “the previous salaries of some surrounding superintendents,” while Superintendent 12 specifically looked at the “fair market value of superintendents” in his region. On the other hand, some participants

discussed comparable districts in terms of not only size, but other criteria as well. Superintendent 21 explained, “Look what we’ve done academically, facilities-wise, fiscally and therefore, comparably speaking, I didn’t think that I necessarily needed to rise to the top of that, but I thought I should have been closer to the top on those.” Similarly, Superintendent 5 shared that he tried “to make some comparisons to other small, high performing districts around the state and just to try to put myself in the best position possible for my future, my family’s future.” In this way, these participants used comparable districts to improve their own contracts and understood that they also had some leverage if they were doing well and were underpaid relative to their colleagues in comparable districts. Thus, the size of the district, and by extension the geographic context, served as either a limiting factor or a leveraging factor.

As mentioned above, fewer than half of the participants said that their time in the district and the previous superintendent’s contract were important factors in their negotiations. However, even though few of them said these factors were important when directly asked about them, these factors appeared in other conversations. For example, some participants discussed their time in the district as part of their previous experience. Others discussed time in the district when discussing the size and context of the district. In these cases, they often noted that they lived in the district, had grown up in the district, and/or had children attending schools in the district. As such, they understood the community and possible perceptions of their salaries among their neighbors and friends. Similarly, although only ten participants said a previous superintendent’s contract was a factor in their negotiations, these discussions were often linked to discussions of comparable districts and their superintendents’ contracts.

Thus, although not many participants specifically named time in the district and previous superintendents' contracts as important factors, these factors were related to and part of discussions of other factors.

### **Conclusions**

We explored the superintendents' perceptions of negotiating employment contracts and found that contract negotiations for these participants were multifaceted and involved several intersecting factors. Among the most important factors for these superintendents were salary, retirement, and their relationships with the school boards and communities. These factors make sense because the school boards, acting as principals, used these incentives for the superintendents (agents) to lead the districts. On the other hand, the outcomes the superintendents were able to achieve while leading the district influenced what they could ask of the board and what the board was willing to approve.

As Berman and Gottlieb (2019) found, individuals often prepare for negotiations through networking and consultation with third parties. This was the case for many participants, who had little experience with and knowledge of contract negotiations. Their initial experiences led them to learn about the process and prepare for their second and subsequent contracts through engagement with professional organizations, mentors, and consultants. These opportunities helped them identify their "ask" (Berman & Gottlieb, 2019), leading to more productive and successful negotiations. Additionally, Menger et al. (2020) advise individuals to know themselves, the market, and their prospective employers when entering negotiations. The participants of the current study shared they did this by studying the contracts of comparable districts and other

superintendents. Again, this information and preparation often led to better contract outcomes for the participants.

Additionally, the participants noted the need to balance trade-offs, similar to the findings of Sambuco et al. (2013). For these participants, those trade-offs meant balancing their asks for salary and other benefits with maintaining and building positive relationships with the school board and the community. Several participants found that balance through improvements to benefits other than salary. Because salary is often the most public and scrutinized aspect of a superintendent's contract, such compromises helped maintain positive relationships between the participant and the board, the board and the community, and the participant and the community. As Hart and Schweitzer (2020) noted, the impact of negotiation can linger well beyond the point at which the parties agree, and for these participants, those relationships were important to maintain. As such, the outcome of the negotiations benefitted both the participants and the school boards.

### **Future Directions**

Further exploration of the experiences of superintendents with contract negotiations would be beneficial. All the participants said that contract negotiation training would be beneficial for future superintendents. Further exploration of the specifics of that training would allow researchers and practitioners to explore the idea of training more deeply. Additionally, it would be beneficial to expand the population beyond Kentucky and to include a more diverse set of superintendents. As mentioned above, the voices of superintendents of color were missing from this study, but it is important to understand the role of race and ethnicity in negotiations to have a complete understanding of the process of contract negotiations for superintendents. Likewise, it would be

beneficial to further explore the experiences of women and the role of gender in contract negotiations. A deeper understanding of the experiences of diverse superintendents could lead to more and better training and better outcomes when negotiating contracts. Although the literature describes the relationship between salary and tenure (Grissom & Mitani, 2016), this did not emerge from our interviews. Nonetheless, this remains an important consideration for future research.

### **Implications**

This study can inform state and national school board associations, state legislatures, and other education advocacy or authorizing bodies. It can influence and support the decision-making processes of local boards of education and provide useful context for current superintendents and those who might aspire to the role. Although superintendents' contract negotiations can be adversarial and involve intersecting and often competing priorities, preparation and willingness to maintain positive relationships can prove beneficial for all sides.

## References

- American Association of School Administrators. (2021, January). *Superintendent salary and benefits survey*. <https://files.eric.ed.gov/fulltext/ED619868.pdf>
- Berman, R.A., & Gottlieb, A.S. (2019). Job negotiations in academic medicine: Building a competency-based roadmap for residents and fellows. *Journal of General Internal Medicine*, 34(1), 146-149. <https://doi.org/10.1007/s11606-018-4632-2>
- Blaha, K.R., & De Jong, D. (2022). Nebraska's Superintendency Pay Transparency Act: Considerations for rural midwest policymakers. *ICPEL Education Leadership Review*, 22(1), 105-115. [https://www.icpel.org/uploads/1/5/6/2/15622000/elr\\_volume\\_23\\_1\\_fall\\_2022.pdf](https://www.icpel.org/uploads/1/5/6/2/15622000/elr_volume_23_1_fall_2022.pdf)
- Cascio, W. F., & Boudreau, J. W. (2016). The search for global competence: From international human resource management to talent management. *Journal of World Business*, 51(1), 103-114. <http://dx.doi.org/10.1016/j.jwb.2015.10.002>
- Crotty, M. (1998). *The foundations of social research: Meaning and perspective in the research process*. Sage Publications.
- Eisenhardt, K. M. (1989). Agency theory: An assessment and review. *Academy of Management Review*, 14(1), 57-74. <https://www.jstor.org/stable/258191>
- El Shenawy, E. (2010). Does negotiation training improve negotiators' performance? *Journal of European Industrial Training*, 34(3), 192-210. <https://doi.org/10.1108/03090591011031719>
- Fisher, R., Ury, W. L., & Patton, B. (2011). *Getting to yes: Negotiating agreement without giving in* (3rd ed.). Penguin.
- Flick, U. (2020). *Introducing research methodology* (3rd ed.). Sage.
- Grissom, J. A., & Andersen, S. (2012). Why superintendents turn over. *American Educational Research Journal*, 49(6), 1146-1180. <https://doi.org/10.3102/0002831212462622>
- Grissom, J. A., & Mitani, H. (2016). Salary, performance, and superintendent turnover. *Educational Administration Quarterly*, 52(3), 351-391. <https://doi.org/10.1177/0013161X15627677>
- Guest, G., Bunce, A., & Johnson, L. (2006). How many interviews are enough? An experiment with data saturation and variability. *Field Methods*, 18(1), 59-82. <https://doi.org/10.1177/1525822X05279903>

- Hart, E., & Schweitzer, M. (2020). Getting to less: When negotiating harms post agreement performance. *Organizational Behavior and Human Decision Processes*, 156(C), 155-175. [https://doi.org/10.1016.j.obhdp.2019.09.005](https://doi.org/10.1016/j.obhdp.2019.09.005)
- Hollier Jr, L. H., Davis, M. J., Abu-Ghname, A., Patel, N. B., Pacitti, S., & Reece, E. M. (2021). Are you ready to negotiate your first employment contract? Experience of more than 700 plastic surgeons. *Plastic and Reconstructive Surgery*, 147(3), 761-771. <https://doi.org/10.1097/PRS.00000000000007685>
- Kuckartz, U., & Radiker, S. (2023). *Qualitative content analysis: Methods, practice, and software* (2nd ed.). Sage.
- Malhotra, D., & Bazerman, M. (2007). *Negotiation genius: How to overcome obstacles and achieve brilliant results at the bargaining table and beyond*. Bantam.
- Menger, R., Esfahani, D. R., Heary, R., Ziu, M., Mazzola, C. A., LeFever, D., & Cozzens, J. (2020). Contract negotiation for neurosurgeons: A practical guide. *Neurosurgery*, 87(4), 614-619. <https://doi.org/10.1093/neuros/nyaa042>
- Miles, M. B., & Huberman, A. M. (1994). *Qualitative data analysis: An expanded sourcebook*. Sage.
- National Center for Education Statistics. (2017, December). Selected statistics from the public elementary and secondary education universe: School year 2015–16. [https://nces.ed.gov/pubs2018/2018052/tables/table\\_02.asp](https://nces.ed.gov/pubs2018/2018052/tables/table_02.asp)
- Patton, M. Q. (2015). *Qualitative research & evaluation methods*. Sage.
- Pijanowski, J. C., & Brady, K. P. (2009). The influence of salary in attracting and retaining school leaders. *Education and Urban Society*, 42(1), 25-41. <https://doi.org/10.1177/0013124509342952>
- Pinkley, R. L., & Northcraft, G. B. (2003). *Get paid what you're worth: The expert negotiators' guide to salary and compensation*. Macmillan.
- Sambuco, D., Dabrowska, A., DeCastro, R., Stewart, A., Ubel, P. A., & Jagsi, R. (2013). Negotiation in academic medicine: Narratives of faculty researchers and their mentors. *Academic Medicine*, 88(4), 505-511. <https://doi.org/10.1097/ACM.0b013e318286072b>
- Sharp, W. L., Malone, B. G., & Walter, J. K. (2002, Oct. 16). *What motivates someone to become a superintendent?* [Research Paper Presentation]. 2002 Annual Meeting of the Midwestern Educational Research Association, Columbus, OH, United States. <https://files.eric.ed.gov/fulltext/ED479800.pdf>
- Yin, R. K. (2003). *Applications of case study research* (2nd ed.). Sage.

## Appendix

### Interview Protocol

Thank you for agreeing to participate in this study. The purpose of the study is to understand your experiences negotiating your contract and the potential benefits of contract negotiation training in superintendent preparation programs. You have the right to choose not to participate, to not answer any specific question, and to stop the interview at any time. You will not lose any rights or benefits you would normally have if you choose not to participate or withdraw from the study.

Do you have any questions about the study or your participation in it before we begin?

1. How many years have you been superintendent?
2. Describe your employment contract negotiation experience prior to becoming a superintendent.
3. If you have negotiated more than one employment contract, how similar or different were those experiences? Why?
4. How did your previous experience (or lack of) affect your most recent negotiation?
5. When negotiating your most recent superintendent employment contract, what factors were important to you? Why?
6. How important was each of these factors and why (if factor was not mentioned in response to previous question):
  - a. Your age? Your gender?
  - b. Your previous experience? Your most recent position?
  - c. Time spent in the district?
  - d. Size of the district?
  - e. School Board?
  - f. People involved in the negotiation?
  - g. Previous superintendents' salaries and compensation?
7. Describe your motivation to engage in or forego contract negotiations.
8. In which aspects of the negotiation experience did you feel successful? Why?
9. In which aspects of the negotiation experience did you feel unsuccessful? Why?
10. Describe any barriers that you encountered during the negotiation experience.
11. How prepared did you feel for your most recent negotiation? Why?
12. Was there anything from your past that made you more prepared for the negotiation?
13. Do you feel training on negotiation skills would have been helpful? Why/why not?
14. Do you feel training on negotiation skills should be included in the superintendent certification program curriculum?

Is there anything you would like to add regarding your negotiation experience?