

## The Role of Business Agreements in Defining Textbook Affordability and Digital Materials: A Document Analysis

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**Abstract:** Adopting digital materials such as eTextbooks and e-coursepacks is a potential strategy to address textbook affordability in the United States. However, university business relationships with bookstore vendors implicitly structure which instructional resources are available and in what manner. In this study, a document analysis was conducted on the bookstore contracts for the universities included in the State University System of Florida. Namely, issues of textbook affordability, digital material terminology and seller exclusivity were investigated. It was found that textbook affordability was generally conceived in terms of print rental textbooks and buyback programs, and that eTextbooks were priced higher than print textbooks (25% to 30% markup). Implications and recommendations for change are shared.

**Keywords:** eTextbook; textbook affordability; open educational resources; higher education

### Introduction

The rising cost of higher education in the United States is a controversial topic primarily focused around tuition, housing, and the amount of graduate debt. In 2015, the Federal Reserve Bank of New York reported student loans rank second, behind only mortgages, in the amount of personal debt at 1.19 trillion dollars. This amount has increased 78 billion dollars from 2014. Cost increases are not limited to tuition or housing; they also extend to course materials. The United States Government Accountability Office (2013) reported textbook prices have increased 82 percent from 2002 to 2012. Cost leads students to delay, avoid or illegally acquiring a textbook (Florida Virtual Campus, 2013; Graydon, Urbach-Buholz, & Kohen, 2013).

In this paper, the authors will examine the issue of textbook affordability by conducting a document analysis of business agreements between universities in the State University System of Florida and bookstore service providers. Results and implications are applicable to related contexts in the United States.

The federal government has taken steps to increase access to higher education in general. The goal of the Higher Education Act of 1965 was to increase accessibility of higher education (Capt, 2013). Since its passage, the Higher Education Act, now referred to the Higher Education Opportunity Act, is reauthorized every five years by Congress with the last reauthorization occurring in 2008 (Higher Education Opportunity Act, 2008). Among the revisions, policies were added to address textbook affordability. Section 133 titled "Textbook Information"

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contains language to ensure that “students have access to affordable course materials by decreasing costs to students and enhancing transparency and disclosure with respect to the selection, purchase, sale, and use of course materials.” Additional federal legislation has been proposed to promote textbook affordability. The Affordable College Textbook Bill was introduced to Congress in October 2015. This bill seeks to provide federal support to create and maintain open higher education textbooks (Scholarly Publishing and Academic Resources Coalition, 2015).

As a result of federal action, Baek and Monaghan (2013) shared that at least thirty states have introduced legislation to address textbook affordability ranging from the state level to individual institution initiatives. Various models exist to address textbook affordability. The state of California undertook a statewide plan to create free creative commons licensed digital textbooks for 50 lower-division California colleges courses (Vollmer, 2012). Indiana University is bypassing the traditional bookstore model by working directly with publishers to secure lower costs for student digital materials (IU eTexts, 2015). Purdue University is partnering with Amazon to decrease the student cost of textbooks and other college related materials. The partnership with Amazon provides student flexibility in the format of materials and a generous buyback program (Austin, 2014).

On a state level, Florida created statute 1004.085 addressing Textbook Affordability in response to the Florida Board of Governors call for each institution to establish “textbook adoption procedures to minimize the cost of textbooks for students while maintaining the quality of education and academic freedom” (Fla. Bd. Govs. R. 8.003, 2008). In response to the statute, Florida universities have espoused procedures with the intent to minimize the cost of textbooks. The most common strategy is mandating that course materials are posted on the campus bookstore website no later than 30 days prior to the semester, and that all information necessary to identify the resource, such as ISBN and edition, are included. Another strategy is encouraging professors to maintain the adoption of an older book edition by requiring that if a new edition is chosen, its use must be justified. Distinguishing required from recommended materials, as well as certifying that students will use all items that come in a bundled package, are additional strategies. A lesser used strategy is encouraging professors to adapt and/or create open-access online textbooks. The Orange Grove (<http://florida.theorange Grove.org>) is an example of a Florida-based open educational digital resource repository for educators.

While the federal and Florida state laws establish a basic foundation for textbook affordability, additional measures are needed. The Florida House of Representatives has recently called for an online textbook program to reduce costs (Keating, 2015). The authors propose that digital materials such as eTextbooks have the potential to be a cost-saving alternative (DeNoyelles, Raible, & Seilhamer, 2015; Baek & Monaghan, 2013; Chulkov & Van Alstin, 2013; Reynolds, 2011). Previous studies have found that cost is a very important factor when a student makes the decision to adopt an eTextbook (DeNoyelles, Raible, & Seilhamer, 2015; Dobler, 2015; Florida Virtual Campus, 2012; Gu, Wu, & Xu, 2015). However, in 2013, only 5 percent of institutions in the United States broadly deployed them, with 45 percent sparsely deploying (Dahlstrom, Walker, & Dzuiban, 2013). On a state level, the Florida Virtual Campus (2013) found digital material and eTextbook adoption is not supported at the institution level in the State University System of Florida. Any efforts to utilize digital materials or eTextbooks is limited to uncoordinated pilot programs, and open educational resources (OERs) are underutilized. Given that frequent use of a technology positively affects user perceptions, acceptance, and ultimately adoption (Ngafeeson & Sun, 2015), it is not surprising that digital adoption is sluggish in the current landscape.

There are several reasons for this underwhelming trend. First, no legislation exists in the state of Florida to promote initiatives for the adoption of digital or open educational materials for higher education. In contrast to higher education, DeNoyelles, Raible, & Seilhamer (2015) found Florida's K-12 public schools are legislated to offer 50% of instructional materials digitally by the 2015-2016 school year. Second, the instructor role is key to making eTextbook adoption successful (Florida Virtual Campus, 2013; Graydon et al., 2011). The university must provide resources and support to help instructors adapt their instruction to digital resources (Graydon et al., 2011) as well as support their students in digital reading (Rowell & Burke, 2009). Finally, university relationships with campus bookstores implicitly structure which instructional resources are available and in what manner. There is a wide variation among these contracts regarding issues such as exclusivity. These policies sometimes challenge the missions of the library and other academic support organizations on campus.

The purpose of this research is to explore how bookstore contracts within the State University System of Florida define affordability, what measures are being taken to enforce it (if any), and how (or if) digital materials relate to affordability. In this study, a document analysis was conducted on the bookstore contracts for all 12 institutions in the State University System of Florida. Namely, issues of textbook affordability and digital resources were investigated.

### Methods

In this section, research context, data collection, and data analysis are described.

#### Context

The context for this study is the public four-year higher education school system in the United States, concentrating on the state of Florida. This sample was selected because of the researchers' position in the state university system. Table 1 lists the universities researched, their abbreviation (to aid further reading), the location of the bookstore within the institution's organization, and the name of the bookstore contractor. All universities contracted with an external bookstore contractor.

Table 1. *Universities in State University System of Florida*

Name	Abbreviation	Location in Organization Chart	Bookstore Contractor
Florida Agricultural and Mechanical University	FAMU	Business & Auxiliary Services	Barnes and Noble College Bookseller
Florida Atlantic University	FAU	Business Services	Barnes and Noble College Bookseller
Florida Gulf Coast University	FGCU	Business Operations	Follett Higher Education Group
Florida International University	FIU	Business Services	Barnes and Noble College Bookseller
Florida Polytechnic University	FPU	Auxiliary and Business Services	Barnes and Noble College Bookseller

Florida State University	FSU	Business Services	Follett Higher Education Group
*New College of Florida	New College	Campus Business Services (USF)	Barnes and Noble College Bookseller
University of Central Florida	UCF	Business Services	Barnes and Noble College Bookseller
University of Florida	UF	Business Services	Follett Higher Education Group
University of North Florida	UNF	Business Services	Follett Higher Education Group
University of South Florida	USF	Campus Business Services	Barnes and Noble College Bookseller
**University of West Florida	UWF	Business Enterprises Inc (Direct Support Organization)	Follett Higher Education Group

\*New College does not have a contract for bookstore operations. Instead, New College's bookstore is managed under USF's contract.

\*\*UWF formed a 501(c)(3) direct service organization in 2009 to oversee the operation and management of the bookstore.

## Data Collection and Analysis

The data source collected was the bookstore contract and any related amendments for each of the institutions listed in Table 1. The majority of the bookstore contracts were acquired by contacting bookstore managers or business services, and in some cases, submitting a public records request. One contract was obtained via a board of trustee meeting minutes.

A qualitative approach was taken, in that data was examined and interpreted it in order to elicit meaning and develop empirical knowledge about the intersection of affordability and digital materials within the contracts. Document analysis was used as a method to analyze the bookstore contracts. Document analysis is a "systematic procedure for reviewing or evaluating documents - both printed and electronic material" (Bowen, 2009, p. 27). Examples of documents commonly include meeting minutes, manuals, books, charts, and in this case, legal contracts. To analyze the documents, we engaged in thematic analysis, a form of "pattern recognition within the data, with emerging themes becoming the categories for analysis" (Bowen, 2009, p. 32). First, the two researchers independently examined one contract, with the goal of identifying language that related to textbook affordability, digital materials, and OER, among others. Interesting words and phrases were highlighted to be discussed at the next meeting. At the meeting, themes/codes that emerged from the contract were generated. After that, three additional contracts were independently examined and used the coding list. The authors found the codes originally developed were suitable, and then independently coded the remaining contracts. Table 2 lists the codes, along with definitions and examples from the contracts. Finally, the themes were interpreted through the lens of the research interest, textbook affordability and digital materials.

This method is fitting to this study, as Bowen (2009) emphasizes that document analysis is applicable to qualitative case studies that concern a single phenomenon. Document analysis is

an appropriate first kind of analysis as it is efficient, the documents were available, and are unbiased from the research process. The advantage of examining documents is that it provides data on the context, provides background information, and provide a means of tracking change and development.

Table 2. *Coding template.*

Theme	Definition	Example
Relationship (university/bookstore)	<ul style="list-style-type: none"> <li>• Term of agreement</li> <li>• Exclusivity</li> <li>• Bookstore in org chart</li> </ul>	“Both parties agree that [vendor] is an independent contractor and that neither the university nor [vendor] are acting as agents or employees of the other party under the terms of this agreement” (FSU, p. 1).
Legal	<ul style="list-style-type: none"> <li>• Compliance with university regulations</li> <li>• Compliance with state law</li> <li>• Modifying contracts</li> </ul>	“[Vendor] shall fill orders for books and required supply items from term to term in accordance with University Regulation 4.105 and section 1004.085, Florida Statutes” (FAMU, p. 4).
Monetary	<ul style="list-style-type: none"> <li>• Pricing models</li> <li>• Price adjustments</li> </ul>	“Pricing on e-books, e-coursepacks...not more than a 30% gross margin” (FSU, p. 5).
Terminology	<ul style="list-style-type: none"> <li>• Affordability</li> <li>• Digital materials</li> <li>• Proprietary/exclusivity</li> </ul>	“E-texts shall include electronic textbooks or course materials licensed or sold in a proprietary format or device by a third party vendor” (FPU).

## Results

### Affordability

It was found that 4 of the 11 contracts (FAMU, FSU, UF, USF) address affordability with reference to textbooks in differentiating levels, FAMU’s contract offers the simplest version, by stating that the bookstore “shall fill orders for books and required supply items from term to term in accordance with University Regulation 4.105 and section 1004.085, Florida Statutes” (Florida Agricultural and Mechanical University, 2010, p. 4). University Regulation 4.105 details textbook adoption deadlines for faculty, textbook information to be presented to the students, an acknowledgement of review between the current and new edition of a textbook, student financial aid, and regulations for employees interacting with publishers. Meanwhile, FSU and UF associate affordability with textbook rental programs. At FSU, a textbook rental agreement was established in 2010, with the Associate Vice President writing, “We expect this program to be an outstanding success, and to significantly increase the affordability of course materials for our students” (Stroub, 2010, para. 1).

FSU's contract did not mention the rental of digital materials. UF shares similar language; "Implement a textbook rental program in an effort to increase the affordability of course materials for the University of Florida students" (University of Florida, 2014, p. 10). USF's contract refers to textbook affordability in a very explicit manner which defines the university's relationship with the bookstore. An amendment was added in 2014 which states that "USF may in its discretion participate in research studies, pilots, production initiatives and the like that involve the adoption and use of electronic course materials or other textbook affordability initiatives" (University of South Florida, 2014).

Two institutions have contracts which do not directly address affordability but include practices that clearly promote it. For instance, FIU's contract contains several provisions which promote affordability through the use of used printed textbooks, which is priced at 75% of a new textbook. The contractor has a relationship with MBS Textbook Exchange which "guarantees ... an enormous inventory of used books" (Florida International University, 1999, p. 33). A computer database is able to locate additional books at other contractor stores in the event used books are not immediately available. The combined resources "ensure lower textbook costs for ... students" (Florida International University, 1999, p. 33). In situations where off-campus bookstores offer lower prices, a "Price Matching Plus Program" is offered on new and used textbooks. FPU is the only university to empower the student in the affordability issue. For example, "Nothing herein shall prevent University-chartered Student Organizations from arranging a 'book swap' or similar endeavor whereby students trade textbooks with each other and may directly compensate each other (or swap books without a financial component) for the purpose of lowering the cost of educational materials" (Florida Polytechnic University, 2014). This contract also emphasizes that the University has the "right to employ any free or no-cost open source materials as desired without the Contractor's permission or involvement" (Florida Polytechnic University, 2014).

## Digital Materials

Contracts were analyzed for any reference to policies about digital materials, and if so, whether the digital materials were related in to textbook affordability.

The three universities with the oldest contracts (FAU at 1997, FIU at 1999, UNF at 2001) do not specifically address digital materials. This is not surprising as online learning was being established during that time period. Meanwhile, UCF and FAMU, with contracts established in 2010, only use the general phrase "distributed electronically" to reference digital materials. The remaining contracts are more specific in tone. Three universities (FSU, FGCU, UF) primarily use the terminology "ebook" (note that UF references "digital content" in other sections). FSU and FGCU also acknowledge the "e-coursepack." Added as an amendment in 2014, USF's contract explained that "E-texts shall include electronic textbooks or course materials licensed or sold in a proprietary format or device by a third party vendor" (University of South Florida, 2014). FPU has the most in-depth explanation of digital materials, which is not surprising, given that it is the most recently created contract. Several terms are employed to denote digital materials, including "e-book," "e-text," "digital course materials," "distributed electronically," and "electronic-only materials" (Florida Polytechnic University, 2014).

FPU stands apart by including an entire section devoted to policies regarding digital educational materials. For instance, the provider must list how long the student will have access to an eTextbook, what format it is available in (like ePub, Windows), and refund policies. The contract also specifies that if the instructor does not want the student to adopt the electronic version, the student can exchange it for print. It is stressed that access codes can be purchased

separately from the print version, and the student must be able to see the cost of buying components separately. If bundled, a warning sticker about no refunds must be placed.

When digital materials are mentioned in relation to pricing models, they are consistently higher than other materials, including new print books. This finding cuts across the universities that include digital materials. Six universities (FAMU, FSU, UF, FGCU, UWF, UCF) all indicate a 30% profit, while one (FPU) specifies 24%. As a comparison, all of the universities have a 25% markup of new print books, with used books being 25-50% lower than the new book price. Those that offer rentals (such as FGCU and FPU) typically offer 50% off of the new print book price, but others (such as FSU and UNF) do not specify a price or say it is flexible.

### **Exclusivity**

Contracts were reviewed to determine if the bookstores were deemed the exclusive seller of textbooks and other educational material for the universities. Of the 11 contracts, 7 (FAMU, UNF, UWF, UCF, USF, FAU, FSU) stated that they were the “exclusive seller of required, recommended, suggested, course packs, no exceptions.” 5 of those 7 (FAMU, UCF, UNF, USF, FAU) specify that the bookstore owns and maintains the book list and if the university wants a list, it is the university’s responsibility to acquire one.

There are a few exceptions. FIU has a price matching plus program to compete with off-campus bookstores, saying that they will sell the books \$1 below the competitor. It has “generated good will from students who maximize savings on textbook purchases” (Florida International University, 1999, p. 37). Another exception is UF, due to their UF Online program, which works with Embanet-Compass Knowledge Group; digital content provided at no cost and used by faculty. Also, the bookstore has the first right of refusal to sell/ and/or deliver digital content. FAMU, FPU, and UWF also had similar wording about right of refusal for learning materials.

USF and FPU are unique in that while they have external bookstore policies, they also have some flexibility. It is stated in USF’s contract that “USF faculty may also, without Barnes and Noble’s involvement, use and direct students to use free e-texts and other freely available electronic course materials regardless of the source including all course materials or content that were developed internally at USF” (University of South Florida, 2014). It is explicitly stated that USF may participate in initiatives that involve the “adoption and usage of freely available electronic course materials or other textbook affordability initiatives. Barnes and Noble acknowledges that USF has a statutory and regulatory required imposed by law with respect to textbook affordability and notwithstanding any exclusivity to the contrary, USF will be allowed to take appropriate action” (University of South Florida, 2014). Likewise, FPU grants that the bookstore is the exclusive seller of educational materials but there are certain exceptions to the rule. It is written, “The University has the option of procuring and distributing materials from any outside vendor in order to explore various educational materials” (Florida Polytechnic University, 2014).

### **Discussion**

The goal of this document analysis was to explore how the bookstore contracts within the State University System of Florida define affordability, what measures are being taken (if any) to uphold affordability, and where digital materials fit in with this vision. Through the analysis, we discovered a wide variation among the contracts in relation to these concepts, and propose some future recommendations that are applicable across states.



First, it is recommended that textbook affordability be directly acknowledged in all of the State University System of Florida bookstore contracts. As it currently stands, only 4 of the 11 contracts directly acknowledge the pressing issue of textbook affordability. This is done either by specifically citing the state regulation or through money-saving practices such as used or rental print book programs. While this is an encouraging start, we recommend that each contract should cite the state regulation, articulate the university conception of affordability, and articulate the specific measures being taken by the bookstore to support lower cost of educational materials for students. Older contracts that pre-date this issue need to be amended to reflect the evolving vision of affordability. Second, while affordability measures need to be more clearly spelled out, the conception of digital materials should remain more open-ended. The terms “eBook,” “eCoursepack,” and “etext” run the risk of becoming obsolete in a contract’s long life, as digital materials are growing beyond books to include more interactive platforms that offer sophisticated features like media, analytics and interaction (Stansbury, 2015). We recommend wording in the contract to simply include the phrase “digital materials,” whether available online or not, and then go on to specify further.

Since the affordability measures offered were mainly print in nature such as rentals, used, and buyback, we stress that digital materials need to be acknowledged as a means to support lower cost of materials. Expand the “rental” language to include digital as well. The language used in the FPU contract is the strongest with regards to digital materials, being sure to include the particulars regarding digital purchases. At the least, digital materials should be offered both unbundled and bundled. The return and refund policy regarding digital materials needs to be clearly stated in the contract to be more alluring to students. If these policies were clearer to the students, there may be more inclination to adopt. The FPU bookstore also sells access codes separately and together, a must for affordability. In addition, the subject of open educational resources was found in only two contracts. At the least, defining boundaries by openly stating that the university is free to pursue open online materials without involvement with the bookstore is important to maintain academic freedom.

However, it is glaring that the majority of university contracts had digital options as marked up 24-30%. Obviously, this does not support the notion of digital materials as a strategy to save money on textbooks. This represents a more systemic issue at the publisher and bookstore level. If digital materials are not offered at even comparable prices with print, then they will not be adopted.

The majority of contracts indicated that the bookstores were the exclusive seller of educational materials for the university. Most of those kept a proprietary booklist which is not immediately accessible by the university. This is a troubling process when it comes to university partnerships. Libraries should be involved in utilized in deployment of eTextbooks on campus (Florida Virtual Campus, 2013). Without open communication about material adoptions, the library is essentially omitted from the conversation and their resources cannot be considered. The required book list should be maintained by the university, or it should at least be easily obtained from the bookstore. Universities need to be able to explore materials from other vendors (ala FPU). This preserves academic freedom, and allows for more options. At the least, the exclusive sellers need to specify a right of refusal for materials. When they are the only seller, they need to follow the regulations to make the affordability as clear as possible. They also need to spell out the ways they are attempting to save the students money in the bookstore, such as FIU’s price matching program.



## Conclusion

Textbook affordability is an important topic in American higher education. This study examined the language and defines the boundaries that exist with regards to purchasing these materials in college bookstore contracts. This is a significant contribution, as it identifies the strongest points from the contracts available. A strong contract clearly honors affordability, explicitly articulates the ways in which it will be supported, and includes the student, faculty, university, and bookstore role in fulfilling the vision.

The textbook affordability state regulation establishes procedures with the intent to minimize the cost of textbooks for students while maintaining the quality of education and academic freedom (Textbook Affordability Act, 2008; Textbook Affordability Rule, 2009;). Unfortunately, this aim is not being met in the state of Florida. What it reveals is a wide variation among universities in the same state system. Some encourage open materials, while others do not own the list of required course texts. All have digital materials which are high in profit, which runs counter to student adoption. These factors lead to a climate in which digital materials are not a viable strategy to promote textbook affordability. This study illuminates the need to reexamine traditional contracts and rethink the conflict between for profit and nonprofit arms of the university.

Limitations exist in this study. Although this study is limited to institutions of the State University System of Florida, this issue is not limited to one state. The investigation represents a well-rounded analysis of one state, and it is likely other states will experience similarities. Also, we analyzed only one kind of document, the bookstore contract. This artifact may not provide the full context of the complex landscape. There may be more informal practices occurring beyond the contracts that were not recognized in this study.

Future research should include more interactive collection procedures, such as surveys, interviews, and focus groups, to gain a more well-rounded view of this issue. A closer look at the Florida College System would also provide a complementary perspective on the issue, as affordability is typically more acknowledged within the community/state college environment. It also involves examining contacts between bookstore providers and institutions in other states. For instance, Indiana University hosts a strong eText initiative, while Boise State University supports instructors to create their own open digital materials. In addition, the University of Maryland University College will eliminate textbooks altogether in favor of open online materials in Fall 2016 (Witte, 2015). These present rich opportunities for case study and may expose additional strategies to promote textbook and course material affordability.

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