

## **TEACHER CONTRACTS IN MASSACHUSETTS**

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## EXECUTIVE SUMMARY

This report is an initial effort to provide systematic information on teacher contracts in Massachusetts. In the summer of 1999, the Pioneer Institute solicited copies of the current contract from all districts in the state. From those that responded, 40 districts were selected to reflect the diverse make-up of the Commonwealth. Although there was no attempt to make the sample statistically representative, the three largest urban systems were included, along with a sample of suburbs and small towns. Care was taken to ensure a mix of high-, medium-, and low-income communities. In these 40 contracts, five topics were closely examined: 1) compensation; 2) teacher evaluation and discipline; 3) transfers; 4) layoffs; and 5) the length and structure of the work day.

This study confirms that teacher compensation is determined by rigid schedules that reward solely the accumulation of college credits and experience. Once teachers are placed on the schedule, there are virtually no differentials by field or subject expertise nor explicit performance incentives. In nearly half the districts, administrators lack any discretionary authority over initial salary offers. In the remaining districts, contracts authorize superintendents to grant credit for non-teaching experience or, less commonly, special skills. Still more rarely, superintendents may place new teachers at any step on the schedule as they deem fit. By most indicators, districts that have bargained for this flexibility do not make extensive use of it to improve salary offers in hard-to-recruit fields or to attract candidates with special skills and backgrounds.

Teacher evaluation and discipline vary considerably among districts. Administrators are generally free to conduct unannounced observations for purposes of evaluation. However, the high ratio of staff to supervisors may leave the latter with little time for informal, unannounced visits, except when scheduled observations have revealed serious deficiencies. In most districts, procedures for handling complaints are apt to turn confrontational, intimidating parents and students and depriving administrators of the opportunity to investigate discreetly whether any misconduct has occurred and how extensive it might be. The requirement that no disciplinary action be taken without just cause makes it more troublesome and time-consuming for administrators to document a pattern of incompetence or misconduct and to apply appropriate penalties.

Contracts vary considerably in the way they treat transfers. Few districts are required to make transfer decisions solely on the basis of seniority. In virtually all, teacher qualifications and the needs of the system can override seniority. Many contracts do not clearly indicate whether the superintendent has the authority to make involuntary transfers when deemed advisable for educational purposes. At least some administrators and union officials take the position that this is not allowed. Although most contracts do not require administrators to honor transfer requests, many establish a presumption in favor of current

employees when qualifications are substantially equal. Others erect procedural obstacles to external recruitment. These policies create the likelihood that over time, the most attractive positions in the district will be occupied by current teachers, leaving the most difficult jobs to new, inexperienced instructors..

When layoffs are required, most districts in the sample proceed in reverse order of seniority in the affected program areas. Sixteen districts permit special qualifications or performance to override seniority. While special qualifications are relatively easy to document, it is more difficult to establish the substantial differences in performance that an arbitrator will expect if seniority is not to prevail. The practical import of such provisions may be small, affecting only a handful of teachers with unsatisfactory ratings. Eleven contracts define seniority over such broad program areas that districts may be forced to release teachers with unique subject matter knowledge. Most contracts contain language limiting bumping and recall rights. In these systems, senior teachers must meet more than the minimum qualifications for certification in order to displace a junior teacher or claim a vacancy from the recall list.

Contracts limit teachers' work loads by restricting class size, number and length of classes, number of preparations and subjects, length of the work year, and the number and length of after-school meetings. Employees have a legitimate interest in bargaining over their work loads. However, contractual restrictions are often so detailed and rigid that administrators are unable to ask teachers to make reasonable accommodations to the changing needs of the workplace. All contracts are not equally restrictive. Most of the sampled contracts are flexible on one or more of these matters.

Two general conclusions can be drawn. The first is that there is considerable variation among contracts. On virtually every issue of personnel policy there are contracts that grant administrators managerial prerogatives they are commonly thought to lack. There are many school systems, for example, where transfers and layoffs are not determined by strict seniority. With only 40 districts in the sample, generalization is hazardous. It would appear that the simplest, least restrictive contracts are found in the more affluent small towns and the outer suburbs of Boston. In the larger urban districts and less affluent towns, contracts tend to be more restrictive. Larger systems are more bureaucratic and rule-bound. Differences that cannot be resolved informally end up on the bargaining table. Some towns that were former manufacturing centers have a history of troubled labor-management relations and a strong union tradition that may have influenced the teachers' contract.

The fact that the administration and union in some districts manage important aspects of their relationship without negotiating the restrictive contractual language found elsewhere raises the question, Are such contractual constraints truly required to protect teachers' interests? Could large urban school systems operate like small suburban districts? Devolution of more decision-making power to the school level would probably promote this transformation, but progress is slow.

The second conclusion that emerges from this study concerns administrators. Contracts do constrain administrators. Yet, as we have seen, when more flexible language is negotiated, administrators do not take advantage of it to serve the educational mission of their schools. Administrators have been able to blame the contract for their own inaction because so often the contract does restrict fundamental managerial prerogatives. There are signs that this state of affairs is changing and that school administrators are accepting (if sometimes reluctantly) more accountability for educational results. But to be held accountable, administrators must be empowered to make critical personnel decisions. Unfortunately, as long as teachers believe contractual constraints cannot be lifted without risking their essential rights as employees, the effort to restore these prerogatives will be slow, costly, and often unsuccessful.



## **Teacher Contracts in Massachusetts**

Dale Ballou

### **I. INTRODUCTION**

In recent years, education reform has increasingly turned its focus to issues of governance. In some respects this is a predictable consequence of the failure of past reforms to achieve desired results. The policy community now wants to know how reforms are implemented (or obstructed) at the school and classroom level. Central to this question is the impact of collective bargaining on public education.

This report presents the results of a study of teacher contracts in Massachusetts. It appears at a time when contracts in Boston and other cities have been criticized for requiring that vacant positions be filled on the basis of seniority, whether or not such appointments best serve the needs of the system. Teacher contracts have been faulted on other grounds, three of which stand out. First, contractual due process requirements protect incompetent teachers from dismissal. Second, teacher compensation is determined by credentials and length of service rather than instructors' performance or skills. Finally, rigid work rules deprive administrators of the authority to restructure the work day, reassign staff, call meetings as required, and promote teachers' professional development.

Given the importance of these issues, it would be useful to know how much basis there is in fact for such criticisms. This report represents an initial effort to provide more systematic information on teacher contracts in Massachusetts. Five topics were examined: 1) compensation; 2) teacher evaluation and discipline; 3) transfers; 4) layoffs; and 5) the length and structure of the work day. The discussion that follows takes up each topic in turn. A detailed summary of contract provisions, district by district, appears in tables 1 through 11.

The purpose of a contract is to limit managerial prerogatives in ways that promote employees' interests. Although teacher unions argue that this can be done without impeding the educational mission of schools, common sense suggests that on many points there will be tradeoffs between the interests of teachers and students. This report includes an analysis of some of these tradeoffs, though it stops short of offering specific policy recommendations, which would require a more thorough investigation of alternatives to current contract language.

In short, this report seeks to be informative, not prescriptive. For all the discussion of the role of unions in K-12 education, few persons are closely acquainted with the content of teacher contracts. Even fewer know how one contract varies from another. As a result, much discussion of teacher contracts has rested on anecdotal evidence and local knowledge. Finally, except for those who work in schools or closely monitor their operation, most of the public lacks a full appreciation of what is at stake when

administrators and unions negotiate a collective bargaining agreement. Given the current state of public knowledge, more information on how contracts affect the management of schools would seem to be a useful contribution to the policy debate.

#### HOW THIS RESEARCH WAS CONDUCTED

In the summer of 1999, the Pioneer Institute solicited copies of the current teacher contract from all districts in the state. From those that responded, 40 districts were selected to reflect the diverse make-up of the Commonwealth. Although there was no attempt to make the sample statistically representative, the three largest urban systems were included, along with a sample of suburbs and small towns. Care was taken to ensure a mix of high-, medium-, and low-income communities.

On the basis of a close study of these contracts, 11 tables were prepared summarizing important contract provisions in the five aforementioned areas. These tables were circulated to district and union officials in each of the 40 school systems to verify their accuracy. Further information on personnel practices was obtained through conversations with administrators or union officers in approximately half of these systems.

Two practices have been followed with respect to these interviews. Where information was obtained that simply clarifies language in the contract, it has been attributed to the source. However, discussions of personnel practices that cannot be inferred directly from the contract have been treated as confidential, even if there was no expectation of confidentiality when the conversation took place. As the intent of this research was not to rank or grade districts on their personnel policies, there seemed to be no compelling reason to reveal information that could be misused for this purpose—particularly when a district was merely one of several engaging in a particular practice, as was usually the case.

Two caveats are in order regarding the accuracy of the information in this report. Fewer than one-fourth of the district offices, and only one of the union representatives, responded to our request that they verify the information in the tables. Those that did respond made only a few, minor corrections. While this suggests that the tables are substantially correct, it would be reasonable to suppose that there are other minor mistakes that have gone undetected.

Second, in almost all instances, the contracts obtained for this study were those in effect during the summer of 1999. Some of these contracts have been superseded by new agreements taking effect in the 1999-2000 school year. Others are being renegotiated as this report appears. As a result, this report should be regarded as a cross-sectional portrait of Massachusetts contracts at a recent point in time—not an up-do-date compendium of the latest contract provisions.

## II. COMPENSATION

There appears to be widespread agreement that teacher salaries are not sufficiently competitive to attract talented people to careers in education in the numbers that are desired. This is especially so of teachers who possess knowledge and skills that are in high demand in private industry. Administrators contacted for this study frequently commented on how difficult it has become to recruit teachers of mathematics and science, given the premium on their skills in today's labor market. Yet for all this, the structure of teacher compensation has remained resistant to market forces.

In Massachusetts districts, as in almost all American public school systems, teacher compensation is set according to a salary schedule. A schedule is essentially a grid specifying salary as a function of education and experience. Teachers move vertically on the grid with additional years of service. They move horizontally by attaining a higher level of education, for example, by completing a master's degree. The schedule makes no distinctions based on subject or grade level, hence the term 'single' or 'uniform' salary schedule.

Teacher unions have strongly supported the adoption of these schedules as a way to eliminate real or perceived inequities in compensation. One of the earliest accomplishments of teacher unions was to close a wage gap between elementary and secondary schools that resulted in lower salaries for female teachers, who predominate in the lower grade levels. The single salary schedule, however, has been criticized on two important grounds. First, it is said to leave teacher compensation insufficiently responsive to market pressures. A shortage of qualified applicants in a particular subject (e.g., mathematics or science) cannot be met in the most obvious way, by raising salaries for instructors with the desired qualifications. In addition, these schedules offer no rewards for superior teaching. The absence of positive incentives is considered to be especially serious, given the strong job protections enjoyed by most public school teachers working under collective bargaining agreements. Thus administrators have few incentives or sanctions—short of costly efforts to dismiss the poorest teachers—to elicit better performance.<sup>1</sup>

The Massachusetts districts reviewed in this study follow the dominant national pattern. Departures from the uniform salary schedule are rare. Only three systems pay teachers of some subjects more than others; moreover, the number of fields affected and the amounts of money at stake are both very small. (Information on salary incentives is summarized in table 1.) Chelsea makes special provision

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<sup>1</sup> The single salary schedule has also been criticized for rewarding the wrong attributes by paying teachers more for additional education and experience. Considerable research into the determinants of student learning has failed to establish that holding an advanced degree has a positive effect on teaching performance (Eric Hanushek, "The Economics of Schooling: Production and Efficiency in Public Schools," *Journal of Economic Literature*, vol. 24, no. 3, September, 1986). Moreover, the effect of additional experience appears to be limited to the first few years. Yet schedules typically provide salary increments through 15 or even 20 years' service.

for remedial reading instructors, who receive an additional \$200 annually. In Somerville, special education teachers are paid an extra \$500. No system pays elementary and secondary teachers differently. Even in Concord, where the elementary teachers work for the Town of Concord and the middle and high school teachers for the Concord-Carlisle Regional School District, the two salary schedules are identical.

Only three of the contracts studied provide additional pay for superior performance. In Concord and Concord-Carlisle these awards are available to teachers in their second or third year of service and consist of a one-time advance to the next level of the schedule (cash value: approximately \$1200). The only district with a merit pay plan, Chelsea, dropped it when the contract was renegotiated for the 1999-2000 school year. When the plan was in effect, merit awards ranged from 0 to 4 percent of base pay and were good for three years. Awards were made by a merit review committee on the basis of a candidate's professional portfolio as well as other information or testimony the committee could request.

The absence of merit pay does not mean that incentives are wholly lacking to reward superior teachers. In many systems, lead teachers and department heads receive extra pay and release from some classroom duties. These positions are filled competitively. To the extent teachers seek these responsibilities and rewards, competition for promotion fills some of the functions of performance incentives. In addition, some systems deny salary increments to teachers with unsatisfactory evaluations.

Thirteen districts offer an early retirement incentive. Early retirement can be beneficial to district and teachers alike, particularly if veteran teachers who are induced to retire early are marking time until they qualify for full pensions. Such packages were also attractive during the late 1970s and early 1980s when enrollments were declining and budgets were tight. Older teachers made way for younger, more enthusiastic newcomers who could be hired at much lower salaries. It is less clear that these incentives serve an important purpose today, given the large number of teachers who are anticipated to retire within the next decade and the difficulty of recruiting younger instructors in a tight labor market. Yet these bonuses involve far more money and affect a much larger number of teachers than the incentives for merit or subject expertise. Hull, for example, offers teachers an additional 20 percent of base pay if they retire at 55. The bonus falls to 11 percent if they wait until age 64. The maximum possible award is in the neighborhood of \$10,000.

The failure to pay competitive salaries in high-demand fields like mathematics and science means that teachers of these subjects are apt to have weaker command of their material than teachers of humanities and social sciences, whose employment opportunities outside education are not as lucrative. The potential for misallocation of resources is clear: to attract teachers of acceptable quality in mathematics and the sciences, schools using a single salary schedule pay more than necessary to attract instructors of comparable ability in other subjects. As a result, the quality of instruction in fields that are in high demand in the labor market will fall short of the quality available in other subjects. It is difficult to

find any underlying rationale for this outcome. On the contrary, it seems perverse that public education should pay the poorest salaries (in relative terms) in those fields that offer the highest economic return to students.

Because there is so little flexibility in determining compensation once a teacher has been placed on the salary schedule, a district's best opportunity to respond to market conditions is at the time of initial hire. The critical decisions are how much credit a teacher receives for prior experience and what kind of experience counts.

In 10 of the systems included in this study, newly hired teachers are given full credit for prior public school experience.<sup>2</sup> This prevents districts from "discounting" experience in fields where the supply of candidates is plentiful. (See table 2.) Eleven districts put a cap on the number of years for which they will award salary credit. In all but five of them, teachers receive credit for anything up to the maximum. Thus, in 16 of the 40 systems included in this study, administrators have no discretionary authority over the salaries they may offer when recruiting veteran teachers.

In the remaining districts, there is more flexibility. In six, administrators may withhold credit for prior experience. This allows a district to lower salaries for easy-to-fill positions, at least when hiring veteran teachers. (Beginning teachers cannot be offered less than the contractual minimum.) In others, the superintendent may offer higher salaries than teachers would merit on the basis of prior teaching experience. Some contracts limit this credit to special cases, such as service in the Peace Corps or the military. In others the superintendent has wider discretion. For example, the Beverly contract states that the Superintendent "may, in his discretion, credit...prior appropriate and comparable teaching experience or prior related experience in business, trade, or profession."<sup>3</sup> In Randolph and Chelsea, the School Committee may give consideration to special skills. In Concord, new teachers may be given credit for prior teaching experience or "other experience." Two districts in the sample—Boston and Lawrence Vocational High School—have negotiated the right to offer higher salaries to any newly hired teacher in a shortage discipline. The Boston contract allows the administration to bring in new teachers of shortage subjects at the top of the salary schedule. The least restrictive language of all is found in the Chatham contract, which states simply, "The Superintendent has discretion to determine step placement of newly hired teachers."<sup>4</sup> The contract in the Acton-Boxborough Regional District is also non-restrictive: "Upon employment...a teacher will be placed on a mutually agreed step on the salary schedule."<sup>5</sup>

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<sup>2</sup> Many contracts distinguish between public and private school experience, leaving credit for the latter to the discretion of the Superintendent/School Committee.

<sup>3</sup> *Collective Bargaining Agreement Between the Beverly Teachers Association and Beverly School Committee*, 1998, p. 3.

<sup>4</sup> *Agreement Between Chatham School Committee [and] Chatham Teachers' Association*, 1998, p. 25.

<sup>5</sup> *Agreement Between the Acton-Boxborough Regional District School Committee and the School Committee of the Town of Acton and the Acton Education Association*, 1996, p. 24.

Contract language of this kind can make a substantial difference to teachers' compensation. In Boston, for example, a teacher with a master's degree earns \$55,931 at the top of the schedule, compared to \$36,996 on the first step. It should be noted, however, that the value of this incentive is eroded quickly. Because the Boston salary schedule has only eight steps, with every passing year approximately one-seventh of the differential disappears. From year eight onward, a teacher hired at the top of the schedule earns no more than any other instructor with the same education and experience.

Moreover, districts that have the authority to improve salary offers for applicants with special skills and backgrounds often do not use it. There appears to be considerable variation in practice. Some districts with flexible contract language take advantage of it. However, the limited data available suggest they do so sparingly. For example, one administrator, who responded with an emphatic "yes" when asked if the district raised offers to candidates with special skills, revealed that of 30 recent hires, only two had been given credit for non-teaching experience. Such credit was reserved for cases when a prior job had a teaching component. (One of the two was for Peace Corps service.) In other districts, such incentives are rarely used. One Director of Personnel could "not recall in recent memory" an occasion when the district raised an initial offer as permitted by the contract. Other administrators said much the same. After interviews with district officials in Boston, reporters for *Education Week* concluded that the system was not making much use of its right to advance instructors in shortage fields to higher steps of the schedule.<sup>6</sup>

Reasons vary. The authority to grant credit for previous work experience is not of help when hiring new teachers straight out of college with no prior full-time employment history. Some administrators report that they have been able to attract high-quality teachers without making use of the flexibility permitted by the contract. This is doubtless true in some instances, but it cannot be a valid reason across the board, given that the noncompetitive salaries paid math and science teachers imply a lower quality applicant pool in those subjects. Some personnel managers related how a sought-after candidate had been lost because the district's salary offer was too low, even while acknowledging that the district had not taken full advantage of the flexibility allowed under the contract to place the candidate at a higher step on the schedule. In some cases there was a tacit admission that current practices might not be optimal: "We haven't done it so far, but we may well start in the future."

## SUMMARY

This study of 40 Massachusetts contracts confirms that teacher compensation is determined by rigid schedules that reward the accumulation of college credits and experience, but nothing else.

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<sup>6</sup> Ann Bradley, "High-Tech Fields Luring Teachers from Education." *Education Week*, XIX, January 19, 2000, p. 17.

- Once teachers are placed on the schedule, there are virtually no differentials by field or subject expertise.
- There are virtually no explicit performance incentives.
- In nearly half the districts, administrators lack any discretionary authority over initial salary offers.
- In the remaining districts, contracts authorize superintendents to grant credit for non-teaching experience or, less commonly, special skills. Still more rarely, superintendents may place new teachers at any step on the schedule as they deem fit.
- By most indicators, districts that have bargained for this flexibility do not make extensive use of it to improve salary offers in hard-to-recruit fields or to attract candidates with special skills and backgrounds.

### III. EVALUATION AND DISCIPLINE

Teacher evaluation serves two purposes, formative and summative. In its second capacity, evaluation is closely linked with discipline and, ultimately, the possibility of dismissal. These matters are only in part the subject of collective bargaining. In Massachusetts, the standards and procedures for teacher dismissal are determined by statute, not by labor-management negotiations.

By state law, after a teacher has served three consecutive years in one district, he or she acquires Professional Teacher Status—formerly (and still widely) known as tenure. Except when districts make an early award of PTS, the first three years of service are a probationary period during which the school committee may reappoint untenured teachers as it sees fit.<sup>7</sup> After that it becomes considerably more difficult to remove ineffective instructors. Chapter 71, Section 42 of the General Laws of Massachusetts, as amended by the 1993 Education Reform Act, stipulates that teachers with Professional Teacher Status may not be suspended or dismissed without “just cause,” a standard of due process that imposes fairly stringent requirements on the district (more on this below). As a result, the grounds and procedures for discharging tenured teachers have been taken off the bargaining table. In most contracts, the language dealing with dismissal consists of a simple reference to state law.

Disciplinary actions short of suspension and dismissal are still dealt with in the contract, as are the procedures by which administrators evaluate teacher performance and document misconduct. This study considers three topics: teacher evaluation; due process; and disciplinary consequences.

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<sup>7</sup> Professional teaching status may be awarded after one year of service. The only reason administrators would do so (thereby restricting their options) is to protect these teachers from being displaced by more senior employees under rules governing transfers and layoffs (see section IV of this paper).

## TEACHER EVALUATION

In most districts, management and unions have established formal evaluation procedures. These procedures specify how often teachers will be evaluated (e.g., every other year for teachers with PTS), the minimum number of classroom observations on which the evaluation will be based, whether the teacher and supervisor are to confer before and after the observation, and how findings are to be reported. Contracts also recognize that supervisors will make use of information gathered through informal observations and from other sources when assessing teacher performance. Most contain language protecting teachers from abuses of these informal procedures (for example, surreptitious monitoring via the intercom).

Teachers deserve to be evaluated fairly. However, supervisors must not be so constrained by the contract that they are prevented from uncovering or documenting weaknesses in teacher performance. For example, teachers who receive notice of an impending observation can take steps to display themselves in the best possible light. A more realistic appraisal of performance is apt to result if administrators make at least some classroom visits with little or no notice. Yet in some systems, the contract requires that observations for purposes of evaluation be announced in advance--language singled out by State Representative Harold Lane<sup>8</sup> in the spring of 1999, as he introduced legislation to curtail the bargaining power of the state's teacher unions.<sup>9</sup>

Such restrictions do not appear to be widespread. (See table 3). Only three of the contracts in this study prohibit supervisors from making unannounced classroom observations. Eight agreements expressly grant supervisors the authority to conduct unannounced observations. Most contracts are silent on this point.<sup>10</sup> Administrators in several of the latter systems were therefore asked about practices in their districts. All but one indicated that supervisors are free to conduct unannounced visits. In some, formal evaluations require advance notice, but informal observations can be conducted without warning. Even the one district that prohibits surprise visits permits observations on very short notice: it is sufficient for a supervisor to announce in the morning that he will be dropping by later the same day.

In sum, supervisors generally appear to have the authority to conduct unannounced observations to evaluate teachers.. If there is a danger, it is the requirement that unannounced visits be conducted in addition to scheduled observations mandated by the formal evaluation process. In many public schools, the ratio of faculty to supervisors is quite high. Principals and other supervisors find it difficult to conduct

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<sup>8</sup> Rep. Harold Lane was the House Chair of the Joint Committee on Education, Culture, and the Humanities.

<sup>9</sup> Nancy E. Roman, "Teacher Unions Fight To Save Power." *Washington Times*, April 19, 1999, p. A1.

<sup>10</sup> While it might seem that in the absence of explicit language to the contrary, administrators are free to conduct unannounced observational visits, this may not be so. If it has been the practice in a district to provide advance notice of observations, the initiation of drop-in visits can be grieved as a change in working conditions and terms of employment imposed unilaterally by management.

the formal observations required by the contract, let alone additional informal visits. Thus it is likely that unscheduled visits will take place only when the formal evaluation reveals problems. Teachers who successfully hide weaknesses during observations about which they have been forewarned may avert the kind of further scrutiny likely to reveal their deficiencies.

Teacher evaluation need not be limited to direct observation. In the normal course of events, administrators acquire information about teacher performance from a range of sources. Contracts vary in the extent to which they recognize the right and responsibility of supervisors to consider such data when appraising performance. The Somerville contract, for example, has strong language supporting administrators' use of such information.

Although an evaluator's direct personal observations are the primary source of data and information regarding an employee's performance, an evaluator is expected to consider all relevant and reliable data and information that comes to his/her attention. Thus, an employee's performance is to be evaluated in the light of all evidence pertinent to the discharge of the employee's professional responsibilities and his/her exercise of professional judgment, and not solely by his/her work in the classroom.<sup>11</sup>

Statements of this kind are exceptional. Although some contracts imply that evaluation goes beyond formal classroom observation by referring to teacher appraisal as an "on-going activity," explicit references to "all pertinent evidence" are rare.

The inhibiting effect that contract language can have on investigation of teacher performance is shown by the treatment of complaints. The following statement, from the Douglas contract, is characteristic of many:

Any complaints regarding a teacher made to any member of the administration and/or School Committee by any parents, students or person will be promptly called to the attention of the teacher and *the complainant will be identified to the teacher*. Complaints that are not deemed credible shall be treated as if they had not been made (emphasis added).<sup>12</sup>

Sometimes a contract will refer to any matters that may be brought to a supervisor's attention by a third party. For example, the Wellesley contract states,

No information will be included in an evaluation unless substantiated and based on the supervisor's own observations, documentation, and/or reasonable investigation *conducted with the knowledge of the teacher* (emphasis added).<sup>13</sup>

Due process considerations require that teachers be informed of complaints made against them and provided an opportunity to respond before disciplinary action is taken. However, requiring that

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<sup>11</sup> *Agreement Between the School Committee of Somerville and the Somerville Teachers Association Unit A*, 1996, p. 27.

<sup>12</sup> *Agreement Between Douglas School Committee and Douglas Teachers Association*, 1998, p. 17.

<sup>13</sup> *Agreement Between the School Committee of the Town of Wellesley and the Wellesley Teachers Association*, 1997, p. 67.

teachers be notified as soon as a complaint is expressed can inhibit a thorough investigation of a teacher's conduct, making it difficult for supervisors to engage in judicious and discreet fact-finding before bringing such matters into the open. A supervisor who chooses to disregard hearsay about a teacher's performance, only to change his mind after a third or fourth incident is brought to his attention, is likely to find that the earlier instances cannot be used to establish a pattern of misconduct because he failed to provide prompt notice.

Policies required by the contract can dissuade parents, students, and other teachers from coming forward with information in the first place. Some contracts require that these third parties be warned that both the complaint and identity of the complainant will be communicated to teacher. Others stipulate that complaints must be put in writing, or that the supervisor convene a conference of the teacher and the complainant.

These policies can easily intimidate students and parents, particularly those with limited education or proficiency in English. This problem is at least recognized by some contracts. The collective bargaining agreement in Holyoke, for example, states,

Any complaint against a teacher requires that the teacher must be informed of all details as promptly as possible in order to defend himself. The above information, including the name of the complainant, shall be furnished by the appropriate supervisor, in writing, but such information shall not be used by any teacher in a manner detrimental to the best interests of any pupil.<sup>14</sup>

Whether Holyoke students and their parents are reassured by the language at the end of this section (if, indeed, they are even aware of it) is questionable, given the many ways teachers can disguise retaliation as ordinary pedagogical practice. The Somerville contract goes a step further by exempting students from the requirement that a complainant's identity be disclosed. Less restrictive still is the Lowell contract, which seeks to assure teachers of due process without embarrassing or intimidating third parties.

All information reported by an Evaluator must be based on first-hand information or have been substantiated by the Evaluator as a result of an independent investigation of the matters involved.<sup>15</sup>

This language requires neither that teachers be notified of complaints before supervisors can conduct an investigation nor that a complainant's identity be revealed.

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<sup>14</sup> *Agreement Between the Holyoke School Committee and Holyoke Teachers Association*, 1996, p. 7.

<sup>15</sup> *Collective Bargaining Agreement Between United Teachers of Lowell and the Lowell School Committee*, 1997, p. 40.

## DUE PROCESS

Although state law has removed teacher dismissal from the scope of bargaining, schools retain the authority to discipline teachers in other ways. The line between discipline and evaluation is sometimes blurred, as when supervisors issue written reprimands that become part of teachers' personnel files. All contracts recognize the right of management to take disciplinary actions. They differ in the standard of proof that the administration must meet if these actions are submitted to grievance and arbitration.

Most common by far is the just cause standard. Many contracts share identical language on this point:

No teacher will be disciplined, reprimanded or reduced in rank or compensation or deprived of any professional advantage without just cause.

A few contracts establish that teachers are not to be disciplined without "good cause." Two others (Wellesley and Beverly) limit application of the just cause standard to cases involving suspension and dismissal. A very small number do not address the question.

It is easier to meet a good cause standard than a just cause standard. Courts have taken the former to mean "any ground put forward by the school committee in good faith which is not arbitrary, irrational, unreasonable, or irrelevant to the committee's tasks of building up and maintaining an efficient school system" provided that the "cause assigned is at least fairly debatable and is asserted honestly, and not as a subterfuge."<sup>16</sup> By contrast, to determine whether a just cause standard has been met, arbitrators consider whether the teacher deserves the discipline imposed and whether the district provided due process (such as notice of the problem, a hearing at which the teacher can present exculpatory evidence, and sufficient opportunity to correct deficiencies). Occasionally these questions are subsumed in a larger one: "whether the penalty under all circumstances was fair."<sup>17</sup> One factor used to judge fairness is whether the district has adhered to the principle of progressive discipline: employers should have recourse to severe penalties (such as dismissal) only after milder penalties have failed. Length of prior service without disciplinary problems may be weighed by arbitrators in determining whether the penalty imposed is appropriate.

While some contracts limit these due process requirements to tenured faculty, many do not distinguish between teachers with and without Professional Teaching Status (table 3, column 4). This poses the risk that a district may be obliged to meet a just cause standard when terminating the employment of an untenured teacher, extending to the latter the due process protections that tenured teachers enjoy by virtue of state law. Cases involving non-renewal of untenured teachers have been ruled

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<sup>16</sup> *Rinaldo v. School Comm. of Revere*, 294 Mass. 167, 169 [1936].

<sup>17</sup> *Whittier Regional Vocational Technical High School*, AAA No. 11-390-01080-96, cited in Henry Stewart and Sally Adams, "Arbitration of Teacher Dismissals and Other Discipline Under the Education Reform Act." *Massachusetts Law Review* (Summer, 1998), 18-32.

arbitrable on the basis of such language.<sup>18</sup> For this reason, many contracts explicitly exempt decisions about the re-employment of non-PTS teachers from the just cause standard.

#### DISCIPLINARY CONSEQUENCES

In some systems, teachers who are rated unsatisfactory may face a loss of salary or seniority. (See table 4.) Whether districts actually impose these penalties is another question. One Director of Personnel Services could not recall an instance within the past 10 years in which a teacher was denied a step increase. Most administrators contacted indicated that very few teachers were rated unsatisfactory and that of those, most suffered no loss of salary. Only one reported that the district regularly applies this penalty, particularly when the teachers in question are tenured. In the view of this personnel director, denial of a step increase helps the district to establish the use of progressive discipline required by the just cause standard, should the district proceed to dismissal.

Circumstances can rob these penalties of their force. Only teachers who are not already at the top of the salary schedule can be denied a step increase. While loss of seniority affects transfers within the system and the order of layoffs, unless the district is downsizing, loss of seniority may not carry important consequences.

Some contracts stipulate that supervisors offer suggestions for improvement in any areas in which teaching performance is sub-par. Nine of the sampled districts go further by requiring a formal remediation plan for teachers rated unsatisfactory. A remediation plan typically spells out how the teacher's performance must improve, the resources and assistance the district must provide, and the criteria used to ascertain whether the teacher has corrected the problem. Normally the employee is on a formal probationary status while undergoing remediation ("Category B," "Tier 1 extension"). If the remediation is deemed successful, the employee is taken off probation. If not, the district will dismiss the teacher.

Remediation plans establish a pattern of progressive discipline and demonstrate that teachers have received due process. By establishing clear expectations and criteria for assessing improvements in performance, a district enhances its chances of sustaining a subsequent action to dismiss a teacher. Of course, these provisions also require a district to follow the procedures set forth in the remediation plan and fulfill its part of the bargain. This could create grounds for overturning a dismissal action, if an arbitrator determined that the district did not meet its obligations. On balance, however, this does not

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<sup>18</sup> One such case arose in the North Adams school system. According to the president of the North Adams Teachers Association, the union won on the issue of arbitrability but lost the case on its merits. Similar rulings have been issued in other states. In Collinsville, Illinois, a probationary teacher was granted an arbitration hearing on the grounds that the district had failed to conduct a full evaluation of her performance and explain why she was terminated (American Arbitration Association, *Arbitration in the Schools*, January, 1996, p. 7).

seem to be a great risk. Remediation plans have the strong support of administrators in the districts that have adopted them.

## SUMMARY

In contrast to compensation policies, teacher evaluation and discipline vary considerably among districts. This should be kept in mind when drawing conclusions from this study of 40 contracts.

- Administrators are generally free to conduct unannounced observations for purposes of evaluation. However, a high ratio of staff to supervisors may leave the latter with little time for informal, unannounced visits, except when scheduled observations have revealed serious deficiencies.
- In most districts, procedures for handling complaints are apt to turn confrontational, intimidating parents and students and depriving administrators of the opportunity to investigate discreetly whether any misconduct has occurred and how extensive it might be.
- The requirement that no disciplinary action be taken without just cause makes it more troublesome and time-consuming for administrators to document a pattern of incompetence or misconduct and to apply appropriate penalties.
- Extending the just cause standard to teachers without PTS can result in arbitration of decisions to terminate teachers during their period of probationary employment. This is the more likely given that administrators believe they can dismiss non-PTS teachers at will.

## IV. TRANSFERS

Most contracts provide for the transfer of teachers from one position to another within the system. These moves can be initiated by the administration (involuntary transfers) or at the request of the teacher (voluntary transfers). There are often elaborate rules governing when transfers may occur and which teachers take precedence for which jobs. These rules reflect teachers' legitimate concerns about the conditions in which they will work. However, they can also prevent administrators from making staffing decisions in the best interests of the school system. Although districts have argued that the 1993 Education Reform Act granted principals full authority over staffing decisions, this view has been rejected by arbitrators, as a recent ruling involving the Lowell public schools shows:

[The state legislature] did not vest in school principals the unfettered authority to hire and transfer. Rather, a principal's authority to transfer or reject a transferee, as in the instant case, is restricted by the terms and conditions of the collective bargaining agreement...<sup>19</sup>

## INVOLUNTARY TRANSFERS

A representative example of language on involuntary transfers is furnished by the Holyoke bargaining agreement:

When it is necessary to involuntarily transfer a teacher to a different department or building, the transfer will be based on total system wide seniority, provided however, the transfer of the least senior teacher(s) does not conflict with the educational requirements and best interest of the school system and pupils.<sup>20</sup>

Most contracts resemble this one in that they establish rules to follow when involuntary transfers are “necessary.” A smaller number leaves it to the discretion of the superintendent to decide when a transfer is advisable. Among the former, there is considerable variation in the criteria that determine who will be transferred, though most contracts, like the Holyoke agreement, permit other factors to override seniority. (See table 5.)

As a result of changes in enrollments, budgets, and educational priorities, districts can find that they have too many teachers in some schools and departments. The transfer of teachers into vacant positions elsewhere in the system is known as “excessing.” Unless enough volunteers come forward, districts are forced to move teachers involuntarily. This is clearly a situation in which it is “necessary” to reassign teachers; however, it is not the only possibility. Sometimes entire programs or grade levels are relocated from one site to another within the district (e.g., a special education program). In this case, it is necessary to transfer the teachers along with the students who are served by the program or enrolled in the affected grades.

It is less clear whether the word “necessary” encompasses other situations. For example, administrators may wish to transfer a teacher simply because they believe the teacher's skills could be put to better use elsewhere in the system. Sometimes this is because the teacher in question has strengths that could help to shore up a weak program. Sometimes it is the opposite case: the individual is not working out well in her current position and administrators believe there is a better fit elsewhere, perhaps among colleagues who could provide more effective peer support.

If “necessary” is broadly construed to include such circumstances, administrators will effectively possess the authority to transfer any teacher when they consider it in the interests of the school system.

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<sup>19</sup> *Lowell School Committee and United Teachers of Lowell*, June 11, 1999, quoted in American Arbitration Association, *Arbitration in the Schools*, April 2000, pp. 2-3.

<sup>20</sup> *Agreement Between the Holyoke School Committee and Holyoke Teachers Association*, 1996, p. 4.

Unions can be expected to resist this interpretation, as it enables management to circumvent contract language establishing criteria for determining which teachers will be transferred. Indeed, interviews with district and union officials disclosed considerable differences of opinion and confusion about the meaning of “necessary.” Some administrators asserted that they had the authority to transfer teachers in circumstances like those described in the preceding paragraph: decisions made for valid educational reasons were among those that could be considered “necessary.” Other administrators were not sure they possessed this authority. Some indicated that they thought they could make such transfers, but had not put that belief to the test. One personnel manager doubted that the contract gave him this authority. One of the union presidents who was interviewed indicated that the union was not likely to object to an involuntary transfer if the alternative was a dismissal proceeding. (“If they want to try a teacher somewhere else before letting him go, we prefer that they try elsewhere.”) By implication, a teacher who is not threatened with job loss would likely have the support of the union in grieving an unwanted transfer.

In sum, contracts that establish criteria determining which teachers are to be transferred when transfers are “necessary” may deprive administrators of the authority to relocate teachers for purely educational reasons. At a minimum, such language opens the door to grievances and arbitration to resolve the ambiguity in the contract. To avoid the hassle, administrators may well decide simply to leave teachers in their current positions even when this conflicts with their best educational judgment. One district has attempted to clarify this state of affairs. The Somerville contract avoids the problematic term “necessary” by defining an involuntary transfer “as a change resulting from a school closing; grade closeout, which is not handled by a reassignment within the building; decline in enrollment; or some other planned restructuring by the School Committee.” The contract then creates a Special Involuntary Transfer process involving expedited arbitration in “those cases where an involuntary transfer is advisable because of some documented incompatibility with the teacher’s assignment.”<sup>21</sup> Of course, this does not assure administrators that they will be able to move a teacher when they deem it advisable, as the arbitrator may rule against them on the merits of the decision.

Involuntary transfers can disrupt efforts to build a cohesive team at both the sending and receiving schools. This problem tends to be worse in districts where excessing is carried out mechanically, in reverse order of seniority, with no input from building principals. Fortunately, few Massachusetts systems adhere to strict seniority-based excessing. Most contracts either stipulate that the transferred teacher be selected on the basis of qualifications and the educational needs of the system, as well as length of service, or they express no restrictions on the decision of the superintendent. Among the districts sampled, only Boston and Somerville excess teachers strictly on the basis of seniority. Even in

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<sup>21</sup> *Agreement Between the School Committee of Somerville and the Somerville Teachers Association, Unit A, 1996, p. 25.*

Holyoke, where length of service is the first consideration, departures from seniority are permitted in “the best interest of the school system and pupils.” However, if the decision is grieved the burden of proof falls on the district to demonstrate that its choice best served the needs of the system. In an arbitration hearing, hard evidence—such as certification, recent teaching experience and recent college coursework—will be more persuasive than a supervisor’s unsupported belief that one teacher is better suited to a job than another, a belief normally based on numerous interactions, each too trivial in itself to be worth the trouble to record.

Two other rules can constrain administrators as they try to meet the district’s staffing requirements. In nine of the sampled systems, excessed teachers enjoy seniority rights over vacant positions. Thus, a senior teacher can claim the most attractive opening for which she is minimally qualified, whether or not any of the system’s administrators believe she is the best choice for the position. In some contracts this right is qualified: “other factors equal,” seniority prevails. Six districts have granted teachers the right to continue in their current course or grade-level assignments by stipulating that changes are to be voluntary. This right, too, is usually qualified, applying “to the extent practical” or “whenever possible.” These qualifying phrases mean that an administrative decision to reassign a teacher may be sustained by an arbitrator, but it is by no means certain. Arbitrators take seriously the district’s commitment to honor this right and will want to see evidence that the district indeed had no practical alternatives.

Finally, about one-fourth of the contracts studied recognize that management has full authority to assign teachers to the buildings and grade levels it chooses. An example of non-restrictive language that provides due process for teachers without tying the hands of administrators is furnished by the Brookline contract:

Written notice of a proposed involuntary transfer and the reasons therefore shall be given to the teacher involved. The transfer shall not be made until the teacher or the teacher and a representative of the B[rookline] E[ducation] A[gency] have had an opportunity to discuss the proposed transfer with the Superintendent or his/her designee, nor shall such transfer be effected without the consultation of the building principals involved. Upon request of the teacher, a BEA representative may be present at meetings with the teacher concerning involuntary transfers....The B[rookline] S[chool] C[ommittee]’s decision with respect to any transfer, whether voluntary or involuntary, shall be final; provided that involuntary transfers shall not be used as a form of discipline.<sup>22</sup>

Even without the statement that the committee’s decisions are final, this passage establishes only procedural constraints, leaving the substantive grounds for selecting one teacher over another entirely to the school committee.

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<sup>22</sup> *Contract Between the Brookline School Committee and the Brookline Educators Association, 1997, p. 8.*

## VOLUNTARY TRANSFERS

Excessing, while disruptive, occurs only when the need to downsize a school or program cannot be met through attrition or voluntary reassignment. More common are transfers initiated by teachers who wish to change schools. In many systems, voluntary transfers are accommodated under an elaborate set of rules that govern the posting of vacancies and the selection of teachers to fill them. (These rules are summarized in table 6.) The most onerous transfer plans, from the standpoint of principals and faculty on the receiving end, permit the most senior teacher elsewhere in the system to transfer into any open position for which he or she is qualified. None of the districts in this sample of Massachusetts cities and towns follows this practice in its pure form. Even in Boston, schools that have established a functioning School Site Council are permitted to choose among transfer candidates without regard to seniority. Only if the personnel subcommittee at the school cannot agree does the transfer process revert to older, seniority-based rules. In Somerville, principals must select an internal candidate if three or more apply for a position. Otherwise they are free to hire from outside the system.

In several systems, preference is given to an internal candidate if other relevant factors, including professional background and experience, are substantially equal. While this language gives administrators an opportunity to fill the position with a new teacher, it creates a presumption in favor of an internal applicant should the decision be grieved. Arbitrators will look for clear evidence that an outside applicant was superior..<sup>23</sup> This may be difficult to supply, particularly if the external candidate is a beginning teacher. Lax evaluations in the past often mean that transfer applicants look satisfactory on paper even if they are clearly inferior in the judgment of the receiving principal. Although many contracts stipulate that principals be consulted about involuntary transfers into their buildings, very few give principals the authority to reject a transferring teacher.

Some contracts list the factors the superintendent must consider in determining whether a transfer request will be honored. Seniority is almost always one of them. Others may include qualifications and performance, professional background, and the needs of the system. Although the language often seems quite similar from one contract to the next, subtle differences can be important. For example, management may agree to give “due weight” to a list of factors that includes length of service in the school system. Arbitrators have taken this to mean that unless other factors markedly favor the more junior applicant,

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<sup>23</sup> “Some clauses provide that seniority shall govern if ability (or other qualifying factors such as physical fitness, competence, etc.) is *relatively equal*, or *substantially equal*, or simply *equal*.. Even in the latter regard, however, it has been held that the term ‘equal’ does not mean exact equality, but only substantial equality...Thus, whether the term used is “equal” or “relatively equal” or “substantially equal,” it would appear that only an approximate or near equality of competing employees, rather than an exact equality, should be necessary in order to bring the seniority factor into play” (Marlin M. Volz and Edward P. Goggin, editors, *How Arbitration Works*, The Bureau of National Affairs, 1997, p. 838-839).

seniority should prevail.<sup>24</sup> Contracts containing a “due weight” clause include Worcester, Arlington, Randolph, and Northbridge.

Twelve of the contracts reviewed leave transfer decisions entirely to the administration. The language of some is extremely parsimonious, as in the West Boylston contract, which contains only two sentences on vacancies and voluntary transfers:

Whenever any vacancy occurs for professional positions within the West Boylston Public Schools during the contract year (July through June), said position shall be advertised by the Superintendent of Schools by staff bulletins distributed to each school for bulletin board posting as far in advance of the appointment as possible. During July and August, notices of vacancies shall be mailed to the Association President and to any teacher who requests same in writing from the Superintendent of Schools for this service before June 15th.<sup>25</sup>

Managerial prerogatives are also strengthened by limiting teachers’ recourse to grievance and arbitration. As shown in column 4 of table 6, these restrictions take various forms: the superintendent’s decision is final (F); the superintendent’s decision can be submitted to arbitration only on the grounds that it was arbitrary or capricious (AC) or that it failed to comply with procedures established in the contract (P); and the decision of the superintendent is not subject to arbitration (N). Except for the last, these formulations do not close the door on all challenges. Even when the contract states that the decision of the superintendent or school committee is final, it can usually be grieved as arbitrary and capricious, putting the burden of proof on administrators to demonstrate that the action was taken for reasons that an independent party would deem sufficient. This is often difficult to do when personnel decisions are based on a subjective assessment of an applicant’s enthusiasm, dedication, energy, and the like.

In some systems, internal candidates for vacant positions are guaranteed an interview. More commonly, they are merely assured that their applications will be considered. If rejected, they may be entitled to an explanation, either in a meeting with the superintendent or in writing. It is fairly common for districts to delay filling vacancies to give current employees an opportunity to apply. These delays range from a few days to as long as a month. (For vacancies that occur in the summer, waiting periods are shortened.) The longer the delay, the more likely the district is to lose an attractive prospective employee with other pending offers. Time limits may also apply at the other end of the process. Three of the sampled districts have agreed that vacant positions will be filled within 60 days. A fourth has set a 30-day limit. These constraints prevent administrators from deferring a hiring decision in the hope of attracting a candidate superior to internal applicants.

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<sup>24</sup> Personal communication from Mark Brophy, president of the Educational Association of Worcester, February 18, 2000.

<sup>25</sup> *Agreement Between the West Boylston School Committee and the West Boylston Teachers’ Association*, 1997, p. 20.

The extent to which these rules make administrators' jobs more difficult depends on how the various provisions are combined in a single contract. Obviously, the West Boylston contract and others like it put no substantive constraints on managers. At the other end of the spectrum are districts in which administrators have lost the freedom to assign personnel on the basis of their assessment of the system's educational needs. This includes situations in which principals are forced to accept teachers who do not share their approach to education and who disrupt efforts to build cohesive faculty teams, but it is not limited to that. Policies that favor senior teachers within the system over external applicants ensure that over the long term the best jobs in the most attractive settings will be occupied by a system's incumbents, leaving the most difficult classroom assignments for inexperienced teachers new to the district. This is surely not in the best educational interests of low income, at-risk students, though it may help urban systems to retain teachers who would otherwise depart for less stressful jobs in the suburbs. The requirement that vacancies be posted each spring and exposed to the transfer process (as in Boston, Worcester, and Somerville) means that the district cannot offer newly recruited teachers a specific building assignment until late spring or early summer. A principal who has been favorably impressed by a student teacher or a substitute is unable to make a timely offer of a position. Personnel managers who travel to regional job fairs or clearing houses in the early spring are at a disadvantage in recruiting if, as is often the case, their district conducts its annual transfer procedure later in the spring. In some districts, vacancies arising after the transfer process closes must be posted the following spring. Teachers hired in that position in the interim can be bumped into other jobs the following year.

Even contracts that appear to promote enlightened management practices can saddle schools with cumbersome procedures that do not serve students' interests well. An example is the transfer process prescribed by the Lexington contract. A building hiring committee (of whom at least one-third must be teachers) confers with the principal in deciding how a position should be described and advises the principal on which, if any, of the internal transfer applicants should fill it. The contract specifies four criteria for making this selection: the best interest of the system, procedural fairness to applicants, chance of success, and attention to diversity. Rejected applicants are entitled to a written explanation. If unsatisfied, they may appeal to the district's Transfer Review Board, which reviews the record, including interview forms, criteria list, and the principal's explanation of the denial. The board may turn down the appeal or determine that the evidence warrants personal investigation by the superintendent.<sup>26</sup> The contract does not specify what action the superintendent is to take. Only procedural aspects of the transfer process are grievable.

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<sup>26</sup> According to the district's Director of Personnel, the Transfer Review Board has never been convened.

This process appears to leave the principal with considerable freedom of action. Nothing in the procedure strictly prevents him from hiring the person he wants. But the process is a cumbersome one in which a variety of private interests can come into play. The principal cannot make a decision without consulting the committee. The contract states that staff who are “directly affected” by the hiring are to be offered representation on the hiring committee. Thus, teachers who may be interested in passing off an unwanted teaching assignment (or preserving their claim on favorite courses and extracurricular activities) are invited to participate in drafting the job description and reviewing applications. Requirements of procedural fairness (including giving each candidate an opportunity to prepare documentation and present a plan to meet the criteria for the position) and attention to diversity can easily bog the committee down. Although the committee’s role is advisory, in order to keep the process functioning smoothly the principal will sometimes have to give in and accept someone who is not his first choice for the job.

The requirement that superintendents explain why an applicant was turned down for a transfer is another example of a procedural constraint that can affect personnel actions. There are two rationales for this requirement. First, it meets accepted standards of fair treatment: teachers are entitled to know why their requests were denied. Second, excusing an administrator from this task can mask poor evaluation practices. On the other hand, requiring administrators to articulate their reasons, especially in writing, creates the possibility that a careless phrase or poorly worded letter will furnish material for a successful grievance. Even conscientious administrators often base personnel decisions on subjective considerations that can be difficult to defend in an arbitration hearing. Administrators may prefer to grant the request rather than see their decisions second-guessed by an arbitrator.

## SUMMARY

Contracts vary considerably in the way they treat transfers. Nonetheless, some broad conclusions can be drawn.

- Few districts are required to make transfer decisions solely on the basis of seniority. In virtually all, teacher qualifications and the needs of the system can override seniority.
- Many contracts do not clearly indicate whether the superintendent has the authority to make involuntary transfers when deemed advisable for educational purposes. At least some administrators and union officials take the position that this is not allowed.
- Although most contracts do not require administrators to honor transfer requests, many establish a presumption in favor of current employees when qualifications are substantially equal. Others erect procedural obstacles to external recruitment. These policies create the likelihood that over

time, the most attractive positions in the district will be occupied by current teachers, leaving the most difficult jobs to new, inexperienced instructors.

## V. LAYOFFS

All contracts contain provisions governing reductions-in-force. The most important distinction among contracts is whether layoffs are strictly in reverse order of seniority, or whether qualifications and performance can override length of service. (See table 7.)

In 15 of the sampled districts the contract permits some departures from seniority. In some cases the grounds are quite broad. For example, the Beverly contract states,

Professional Status Teachers with the least amount of seniority shall be dismissed first provided that such teachers may be retained by the Superintendent over more senior teachers based upon an analysis of the following factors: (a) need; (b) quality and quantity of performance by the teacher of his/her duties and responsibilities; (c) educational background; (d) experience; (e) nature and diversity of certification; (f) total contribution to the Beverly Public School System and the needs of its students; and (g) professional achievement and activities....The Superintendent may assign whatever weight it desires to the aforementioned criteria provided its decision is based on said criteria. It is recognized, however, that the Superintendent need not review all of said criteria. For example, a teacher's evaluations may be such (negative) that a review of the other criteria could not offset such evaluations.<sup>27</sup>

Obviously this grants administrators broad discretion in deciding which teachers will be laid off, although not so broad as first appears, for this language applies only to teachers with fewer than eight years in the district. Teachers who have served more than eight years are to be laid off strictly in accordance with seniority.

Other contracts permit departures from seniority on narrower grounds. In Weston the order of layoffs is based on performance and seniority. Performance is determined by the most recent evaluations in a teacher's personnel folder. If there is no significant difference in performance, seniority within the discipline will govern the order of layoffs. The contract does not specify how large such a difference must be before it will be deemed "significant." Given the well-documented tendency for school administrators to give almost all of their teachers exemplary ratings, administrators may be unable to find sufficient evidence in the file to support a decision to lay off a more senior teacher, even when a candid assessment of the teacher's abilities would indicate that this is in students' best interests.<sup>28</sup>

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<sup>27</sup> *Collective Bargaining Agreement Between the Beverly Teachers Association and Beverly School Committee*, 1998, p. 20.

<sup>28</sup> The practice of giving high ratings to almost all teachers doubtless reflects administrators' reluctance to confront faculty over their performance, particularly when the latter is not so bad that the district will pursue a dismissal. It is not worth alienating faculty over low-stakes evaluations. "Performance evaluation is both stressful and disturbing. Negative reactions are certainly understandable. It threatens long-standing, comfortable egalitarian relationships. Because it imposes a measure of accountability that was not there earlier, furthermore, it serves to reduce one's sense of autonomy as well...It cannot help but lessen teachers'

Finally, as we have seen, teachers who have received unsatisfactory ratings may forfeit their seniority in the event of a reduction-in-force. Such a provision generally affects only a small percentage of a district's staff. To judge from the testimony of superintendents and personnel directors, in a school system employing some 200 teachers, there will normally be no more than 4 or 5 rated unsatisfactory. Moreover, of this small number, some will be untenured teachers who will be laid off first in any event.

In the rest of the sampled districts, contracts require the superintendent to adhere to seniority when laying teachers off. In most of these systems, reductions-in-force occur by seniority within discipline, department, or program area. Examples of program areas are the elementary grades K-6 (sometimes K-5) and secondary school departments such as math, English, and social studies. In some districts, a program area can be defined as broadly as "science" and "foreign languages." In other districts, physics, chemistry, etc., are treated separately, as are different languages like French and Spanish. The Concord-Carlisle contract is an example of an agreement that defines departments broadly but provides an escape clause:

The School Committee may, at its sole discretion, broaden or narrow this concept if it deems that the needs of the system so require. Examples of a narrowed concept would include but not be limited to French, Spanish, Latin, Chemistry, Biology, etc.<sup>29</sup>

Other districts achieve the same result in different ways. The Braintree contract defines disciplines broadly but allows exceptions to layoffs by seniority

[w]here it can be demonstrated by the Superintendent that the junior employee within the classification is the only person who has the requisite qualifications to teach a course or provide a specialized service of a professional educational nature by reason of his or her academic background, training, or experience.<sup>30</sup>

Many contracts protect secondary school teachers with specialized subject knowledge by stipulating that layoffs occur by reverse seniority within certification areas. However, this does not help at the elementary level, where teachers are not certified by specialty.

These distinctions matter. When layoffs are within broadly defined disciplines, the least senior teacher is to be released, irrespective of specialized knowledge. The contract makes no allowance for the possibility that the most junior science teacher in the system might also be the only certified physics teacher in a high school. Similarly, if a fifth and sixth grade math specialist is the least senior teacher, the

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sense of being trusted as a professional" (Richard M. Brandt, *Incentive Pay and Career Ladders for Today's Teachers*, SUNY Press, 1990, p 231). The situation is exacerbated by the inflated notion that most employees, including teachers, have of their own worth. "In one survey of South Carolina teachers, half the teachers considered themselves among the best 10 percent of the teachers in their district (Brandt, p. 60).

<sup>29</sup> *Agreement Between Concord-Carlisle Regional District School Committee and Concord-Carlisle Teachers' Association*, 1997, p. 33.

<sup>30</sup> *An Agreement Between the Braintree School Committee and the Braintree Education Association*, 1998, p. 18.

contract calls for that individual to be laid off and grade and subject assignments shuffled among the remaining teachers.

In these school systems, arrangements to retain teachers with specialized knowledge must be worked out on an ad hoc basis between the administration and the union. Even when union leaders are amenable, a more senior teacher threatened with a layoff can file a grievance. In some instances there is no resolution but to dismiss a teacher with special subject matter knowledge and assign another, less qualified instructor to the former's courses. This is merely a special case of a more pervasive problem in the way public schools deal with reductions-in-force: with only occasional exceptions, contracts do not allow districts to keep the best teachers.

Laid-off teachers often have the right to bump the least senior teacher in other disciplines in which they are certified. This practice has long been criticized. Stories abound of teachers who have not taught a subject in years (if ever) displacing better trained, more capable junior instructors solely because a certificate earned long ago entitles them to the position. In Massachusetts, recertification regulations issued by the Board of Education under the Education Reform Act have helped to curb such abuses by requiring that teachers remain current in their fields. Unfortunately, the same legislation also codified into law the right of tenured teachers to bump untenured teachers: "No teacher with professional teaching status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified."<sup>31</sup> This right was formerly obtained only through bargaining. Indeed, some contracts contain restrictions on bumping rights that are now in conflict with state law. For example, the Weston contract says the following of teachers threatened with a layoff: "[A] teacher who has demonstrated two years of past successful experience [in a discipline] will have the right to move to that discipline if there is a non-PTS teacher in that discipline."<sup>32</sup> Notwithstanding this provision, under state law the district would not be able to deny such a position to a certified teacher with PTS, whether the latter had previously taught the subject or not.

Although districts cannot protect their non-PTS teachers, many have negotiated other restrictions on bumping. These provisions, summarized in table 8, take a variety of forms. Bumping may be restricted to subjects in which the teacher has earned recent certification (R) or completed college course work above the minimum required for certification (C). Teachers may have bumping rights only in subjects they have previously taught (E). In some districts teachers have no bumping rights except to positions held by non-PTS teachers (N). Districts that use performance and qualifications criteria to determine the order of lay-offs usually apply them to bumping rights as well (Q).

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<sup>31</sup> Massachusetts General Laws, Chapter 71, Section 42.

<sup>32</sup> *Agreement Between the Weston School Committee and the West Education Association (Unit A)*, 1998, p. 33.

In virtually all systems, laid-off teachers enjoy recall rights to positions for which they are qualified. As long as these rights are in force, districts must offer vacancies to former teachers before they can hire new ones. In most districts, these rights last for two or three years. In Wellesley, teachers with at least five years in the system enjoy recall rights for as many years as they were employed prior to layoff, provided they remain active in education during the interim. Lowell imposes no time limit; however, teachers who twice refuse positions for which they are qualified are removed from the recall list. (In most districts, teachers are removed after one refusal.)

From the standpoint of the district, recall rights can serve a useful function. By increasing the chance that a teacher will be restored to his or her former job, recall rights encourage good teachers to remain in the local labor pool, perhaps working as substitutes until a vacancy occurs. Of course, this policy obliges districts to rehire those who are not so talented as well. As a result, many districts seek to limit recall rights.

The broadest policies give teachers rights to a vacancy in any subject they are certified to teach, with the most recently laid-off teachers recalled first. Sixteen of the districts included in this study fall into this category. Other districts restrict recall rights to subjects in which teachers are recently certified, in which they have completed additional courses, or which they have taught. Seven of the sampled districts limit recall rights to the position from which the teacher was laid off. Others give priority to teachers who were laid off from the discipline in which the vacancy arises, even if other teachers certified in the subject have greater overall seniority. Three districts actually extend recall rights to teachers who lack certification, provided they have taught the subject or could become qualified with retraining (presumably in time to assume their duties).

## SUMMARY

- When reductions in force are required, most districts in the sample proceed in reverse order of seniority in the affected program areas.
- Sixteen districts permit special qualifications or performance to override seniority. While special qualifications are relatively easy to document, it is more difficult to establish the substantial differences in performance that an arbitrator will expect if seniority is not to prevail. The practical import of such provisions may be small, affecting only a handful of teachers with unsatisfactory ratings.
- Eleven contracts define seniority over such broad program areas that districts may be forced to release teachers with unique subject matter knowledge.

- Most contracts contain language limiting bumping and recall rights. In these systems, senior teachers must meet more than the minimum qualifications for certification in order to displace a junior teacher or claim a vacancy from the recall list.

## VI. WORK LOAD, WORK DAY AND WORK YEAR

In various ways, contracts restrict the amount of work districts can demand of their teachers. This is obviously a legitimate concern of employees and should be a subject of bargaining. However, many of these restrictions are so detailed that administrators are deprived of the authority to make even minor changes in the organization of the workplace unilaterally. At best, changes will be delayed until management and the union have negotiated the terms. When teachers' work loads increase, it is likely that the district will have to compensate employees. If the money cannot be found, reforms may be put on hold indefinitely.

Most contracts set a maximum teaching load. For teachers of core academic subjects at the secondary level, the maximum is generally an average of five classes per day or the equivalent in schools that use block scheduling. To facilitate interdistrict comparisons, this maximum class load has been expressed as instructional time per day in table 9. Maximum work loads range from 200 minutes in Brookline to 270 minutes at the Lawrence Vocational Technical High School. In most systems, high school teachers are in the classroom for an average of no more than 4 hours a day.

Although differences of 20 to 30 minutes' instructional time are common between one district and the next (and probably do not attract much notice), changes of this magnitude (and less) can loom large when it is a matter of extending instructional time within a single district. When the state Board of Education issued its time on learning standards pursuant to the 1993 Education Reform Act, many districts found it necessary to extend the work day in order to comply with the new regulations (990 instructional hours per year for secondary students, 900 for elementary students). Teachers frequently resisted. In some instances these differences were settled for an increase in pay. In others the additional instructional minutes were found by reducing the time teachers had been required to remain at the end of the day.

Even this was not always acceptable to the union. In East Bridgewater, administrators sought to change the instructional day at the high school by beginning 17 minutes earlier and ending 19 minutes later. The overall length of teachers' work day was not changed, as the additional instructional time was obtained by shortening an extra help/detention period at the end of the day. Nonetheless the union filed a grievance, charging the district with making a unilateral change in the conditions of work. The union argued that the extra instructional time required more preparation and therefore resulted in considerable additional work. The arbitrator who heard the case concurred with the union and ruled that the district had

violated the agreement by failing to bargain with the union prior to making the change.<sup>33</sup> To forestall disputes of this kind, some districts have negotiated the right to increase the work day as necessary to meet state mandates. An example is Worcester:

When the state requires longer school days to meet maximum requirements, the [School] Committee may lengthen the work day.<sup>34</sup>

A teacher's work load does not depend solely on the length of the instructional day, but is affected as well by the number of different courses she is assigned to teach, each requiring its own preparation. As a result, many contracts limit a teacher's courses ("preparations") at the secondary level. The most usual limit consists of three preparations in two subjects (e.g., Algebra I, Algebra II, and Earth Science). In some systems the limit falls to two preparations. Although contracts with these restrictions often allow flexibility in special circumstances (e.g., when only one teacher is qualified to teach a subject), administrators are generally not able to exceed these limits at their discretion. Thus, a principal will be required to assign three different courses to a beginning teacher rather than ask a veteran teacher who has been teaching the same three courses for years to assume a fourth preparation.

Contracts also limit the length of the work year. As shown in table 9, only a few districts exceed the mandated minimum of 180 days of student instruction. There is more variation in the number of extra professional days for staff development and planning, which range from 1 to as many as 8 (Springfield). In many districts, inability to agree on compensation and lack of funds remain obstacles to extending the work year either for additional instruction or staff development.

Most contracts contain limits on class size or the total number of students assigned to a teacher. Contracts differ in the extent to which the district is committed to these targets. Broadly speaking, class size limits fall into three categories.

1. The contract expresses a hard commitment in legally binding language. An example is the Fall River contract: "Class size shall not exceed thirty-three pupils."<sup>35</sup>

2. The contract expresses a qualified commitment, binding the district "to the extent possible" or "resources allowing." An example is the Hull contract: "Whenever possible, class size shall be as follows: Grade K-3: Maximum - 25. Grade 4-12: Maximum - 30."<sup>36</sup>

3. Class size limits are expressed as desirable goals, which the district "shall strive to achieve" or "make every effort to maintain."

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<sup>33</sup> American Arbitration Association, *Arbitration in the Schools*, April, 1996, p. 6.

<sup>34</sup> *Agreement Between the Worcester School Committee and the Educational Association of Worcester*, 1998, p. 33.

<sup>35</sup> *Agreement Between the Fall River, Massachusetts School Committee and the Fall River, Massachusetts Educators' Association*, 1996, p. 14.

<sup>36</sup> *Agreement, Hull School Committee and Hull Teachers' Association*, 1996, p. 13.

4. The contract expresses no numerical limits. In some instances the district promises to make an effort to keep class sizes “reasonable” or to equalize teaching loads throughout the system. A relatively small number of contracts contain no mention of class size.

In table 10 this classification scheme is used to summarize contract provisions on class size. Districts in the first and second categories both appear in column 1, with an (f) denoting those with qualifying language. As the table shows, few of the contracts studied express strict limits with no qualifying language.

In addition, unions in Massachusetts do not appear to be as militant in enforcing such limits as teacher unions elsewhere. For example, the Boston contract states,

In the event the maximum class size is exceeded, the building administrator and the classroom teacher will discuss in good faith appropriate educational solutions. These might include the assignment of a paraprofessional to assist the teacher, a reduction in the teacher’s nonteaching duties, insuring the teacher an overall average class size that is no more than 85% of the maximum, and similar measures. Ultimately, the classroom teacher may insist that the class size maximum be enforced.<sup>37</sup>

While this language recognizes the teacher’s right to demand the district to adhere to the class size limit, the union’s conciliatory position is in stark contrast to other urban school systems, such as New York, where the union will file a grievance over a class-size violation even when the teacher affected is willing to accept additional students in the class.<sup>38</sup>

Most contracts limit teachers’ required after-school duties, such as the number and length of meetings teachers can be required to attend (table 11). One faculty meeting per month of one hour duration is a common provision, though there are some contracts that permit more frequent meetings. (A few include faculty meetings in a general requirement that teachers remain after school as necessary to discharge their professional responsibilities.) Many administrators find these limits constraining, particularly compared to the authority enjoyed by managers in business or industry to convene staff meetings. Some contracts are more restrictive still—requiring, for example, that the principal fix the schedule of all building faculty meetings at the beginning of the school year.

Most contracts establish a minimum period of time that teachers are to remain at school after students have been dismissed, typically 15 to 20 minutes. Some add that teachers are expected to stay longer when professional responsibilities so require. In about a third of the districts, teachers are obliged to be present for an extended after-school session one or two days a week to assist students needing extra help or to meet with parents. This may reflect the belief of administrators that without such explicit

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<sup>37</sup> *Collective Bargaining Agreement Between the Boston Teachers Union and the Boston School Committee*, 1997, p. 34.

<sup>38</sup> Dale Ballou, “Contractual Constraints on School Management,” in *City Schools: Lessons from New York*, edited by Diane Ravitch and Joseph P. Viteritti, Johns Hopkins Press, 2000.

commitments, some teachers would rarely be available for these purposes. However, most contracts with these provisions also permit teachers to leave after a brief period if no students appear for help—a circumstance that teachers, to an appreciable extent, control through the assignments they make and grading standards they set. In virtually all districts, the bargaining agreement also prescribes the number of evening parent conferences (open houses) teachers must attend. While two is most common, the number ranges from one to five.

## SUMMARY

- Contracts limit teachers' work loads by restricting class size, number and length of classes, number of preparations and subjects, length of the work year, and the number and length of after-school meetings.
- Employees have a legitimate interest in bargaining over their work loads. However, contractual restrictions are often so detailed and rigid that administrators are unable to ask teachers to make reasonable accommodations to the changing needs of the workplace.
- All contracts are not equally restrictive. Most of the sampled contracts are flexible on one or more of these matters.

## VII. CONCLUDING REMARKS

This study has reviewed the impact of teacher contracts in 40 Massachusetts districts on educational policy and practices in the following five areas: 1) compensation; 2) teacher evaluation and discipline; 3) transfers; 4) layoffs; and 5) work load, work day, and work year. In each area, this review has found contract provisions that impose significant constraints on school administrators, making it more difficult to serve students' educational interests. Summaries of these provisions appear throughout the paper and in the tables, and need not be repeated here.

Beyond this, two things stand out. First is the variation among contracts. It is certainly not the case that all contracts are essentially alike. On virtually every issue of personnel policy there are contracts that grant administrators managerial prerogatives they are commonly thought to lack. There are many school systems where transfers and layoffs are not determined by strict seniority. In some districts administrators enjoy wide latitude to evaluate teachers on the basis of informal observation and discreet data collection. Not all contracts establish a just cause standard for teacher discipline. Many contracts place fairly strict limits on bumping and recall rights. Many impose no limits on class size. And so forth.

With only 40 districts in the sample, generalization is hazardous. It would appear that the simplest, least restrictive contracts are found in the more affluent small towns and the outer suburbs of Boston. In the larger urban districts and less affluent towns, contracts tend to be more restrictive. Larger

systems are more bureaucratic and rule-bound. Differences that cannot be resolved informally end up on the bargaining table. Some towns that were former manufacturing centers have a history of troubled labor-management relations and a strong union tradition that may have influenced the teachers' contract.

The fact that the administration and union in some districts manage important aspects of their relationship without the restrictive contractual language found elsewhere raises the question, Are such contractual constraints truly required to protect teachers' interests? Could large urban school systems operate like small suburban districts? Devolution of more decision-making power to the school level would probably promote this transformation, but progress is slow. The School Site Councils in Boston do not have to accept the most senior transfer applicant for a vacant position, but they are still not free to hire from outside the system if there is an internal candidate. Teachers in large, heterogeneous school systems value transfer plans that give preference to current employees because it provides an opportunity over time to move into more attractive jobs in the district. Union leaders defend this practice as a simple matter of fairness to employees. Changing it may require more profound reforms in compensation plus additional resources so that teachers taking the most difficult assignments can be appropriately compensated.

The second conclusion that emerges from this study concerns administrators. Contracts do constrain administrators. Yet, as we have seen, when more flexible language is negotiated, administrators often do not take advantage of it to serve the educational mission of their schools. Administrators appear to be reluctant to grant salary credit for special skills or non-teaching experience even when the contract allows them to do so. In 14 of the districts studied, teachers rated unsatisfactory may lose a salary increment. Yet this penalty is often not imposed. Indeed, very few teachers are rated unsatisfactory to begin with. In several systems, a spring transfer process in which current employees bid for newly open vacancies delays the hiring of new teachers. Only one of the administrators interviewed about this policy indicated that the district had responded by advancing the spring transfer process to April, so that principals could begin to interview and make offers to new candidates at the same time as other systems.

Without knowing the particular circumstances of each case, one cannot say whether administrators had good reasons for these decisions. Certainly this will sometimes be the case. However, a wealth of anecdotal evidence, much of it shared informally among educators, suggests that often the reasons for administrative inaction are not sound. Managing any enterprise is a difficult task. Administrators in public education who wish to avoid the personal costs of conflict with their staffs acquiesce in personnel practices that are not in the best interest of their students. It is all the easier to do this if administrators can blame the contract for their own failures, easier still when the lack of accountability permits schools to slide by on mediocre performance. It should not be supposed that these

are merely the comments of sideline critics. The harshest critics of weak administrators are the superintendents and principals who follow them and try to reverse course.

There are signs that this state of affairs is changing and that school administrators are accepting (if sometimes reluctantly) more accountability for educational results. But to be held accountable, administrators must be empowered to make critical personnel decisions. Administrators have been able to blame the contract for their own inaction because so often the contract does restrict fundamental managerial prerogatives. The contract is not a mere scapegoat. Unfortunately, as long as teachers believe contractual constraints cannot be lifted without risking their essential rights as employees, the effort to restore these prerogatives will be slow, costly, and often unsuccessful.

## **TABLES**

**Table 1: Salary Incentives**

District	(1) Contract covers years:	(2) Differentials by subject <sup>1</sup>	(3) Additional pay for superior performance	(4) Early retirement incentive (maximum) <sup>2</sup>
Acton-Boxborough	1996-1999			\$4,000 <sup>3</sup>
Amesbury	1997-2000			\$1,200
Arlington	1997-2000			
Beverly	1998-2000			
Boston	1997-2000			
Braintree	1998-2001			
Brockton	1996-1999			\$18,608 <sup>4</sup>
Brookline	1997-2000			
Chatham	1998-2001			
Chelsea	1996-1999	remedial reading <sup>5</sup>	X	
Concord	1997-2000		X <sup>6</sup>	\$13,995 <sup>7</sup>
Concord-Carlisle	1997-2000		X <sup>8</sup>	\$14,176 <sup>9</sup>
Douglas	1998-2001			
Erving	1998-2001			
Fall River	1996-2000			
Fitchburg	1997-2000			\$15,000
Granby	1998-2001			\$5,000
Holyoke	1996-1999			
Hull	1996-1999			\$9,546 <sup>10</sup>
Lawrence Vocational	1995-1998			
Lexington	1998-2001			
Lowell	1997-2000	special ed <sup>11</sup>		
Milford	1997-2000			\$15,000
New Bedford	1998-2001			
North Adams	1997-2000			
Northampton	1997-2000			
Northbridge	1996-1999			
Pittsfield	1996-1999			\$2,500
Randolph	1998-2001			
Somerville	1996-1999	special ed, vocational <sup>12</sup>		
Springfield	1998-2001			
Taunton	1998-2001			\$18,160 <sup>13</sup>
Triton Regional	1997-2000			
Tyngsborough	1996-1999			
Uxbridge	1999-2002			
Ware	1996-1999			\$6,652
Wellesley	1997-2000			
West Boylston	1997-2000			\$8,000 <sup>14</sup>
Weston	1998-2001			
Worcester	1998-2000			

1. Some districts draw a distinction between vocational education teachers and other instructors regarding the education required to qualify for higher salaries. Thus, a vocational education instructor without a bachelor's degree might be paid the same as a teacher of an academic subject with a bachelor's degree. These practices are presumably in recognition of the different backgrounds and expertise of teachers of trades. They are not listed as "differentials by field" in this table.
2. Bonuses for early retirement are distinct from retirement packages offered all retiring teachers. The latter are found in all contracts (though amounts vary).
3. Approximate.
4. Represents 12% of base pay per year for teachers who announce retirement decision three years in advance. In the current contract this has been reduced to 4% of base pay
5. Certified remedial reading instructors receive an additional \$200.
6. Superintendent may grant an additional step increment to teachers in their second or third years for "extremely outstanding" performance.
7. Equals 22% of base pay, spread out over final 3 years. Calculations assume teacher holds a master's degree.
8. Superintendent may grant an additional step increment to teachers in their second or third years for "extremely outstanding" performance.
9. Equals 22% of base pay, spread out over final two years. Calculations assume teacher holds a master's degree.
10. Equal to 20% of base pay. Calculations assume teacher holds a master's degree.
11. Special ed teachers hired before 1977 receive an additional \$500 yearly.
12. Teachers of "special needs" students receive an extra \$500 annually. "Trade" teachers receive \$300.
13. 35% of base pay, if a teacher retires at age 55. Assumes teacher holds a master's degree.
14. The early retirement incentive has since increased to \$10,000 in the latest contract (2000-2002).

**Table 2: Initial Placement on Salary Schedule**

District	(1) Full credit for previous public school experience	(2) Credit for previous public school experience limited to:	(3) Credit at discretion of Super'dent/Schl. Committee, but not to exceed actual experience	(4) Limited credit for select non-teaching experience (military, Peace Corps)	(5) Credit may exceed prior teaching experience at Superintendent/ Schl. Committee's discretion
Acton- Boxborough					X
Amesbury					
Arlington			X <sup>1</sup>		
Beverly					X
Boston		3y <sup>2</sup>		X	X <sup>3</sup>
Braintree	X <sup>4</sup>				
Brockton		8y <sup>5</sup>	X		
Brookline	X			X	
Chatham					X
Chelsea					X <sup>6</sup>
Concord				X	X <sup>7</sup>
Concord- Carlisle				X	X <sup>8</sup>
Douglas			X	X	
Erving		5y <sup>9</sup>			
Fall River		10y		X	
Fitchburg	X			X	
Granby			X <sup>10</sup>		
Holyoke	X				
Hull	X				
Lawrence Vocational					X <sup>11</sup>
Lexington	X	9y			
Lowell		5y			
New Bedford					
North Adams	X			X	
Northampton		5y <sup>12</sup>			
Northbridge					
Pittsfield		10y		X	X <sup>13</sup>
Randolph				X	X <sup>14</sup>
Somerville		9y			
Springfield		10y		X	
Taunton	X			X	
Triton Regional					
Tyngsborough			X		
Uxbridge		5y		X	X <sup>15</sup>

<b>Ware</b>	X			X	
<b>Wellesley</b>					X
<b>West Boylston</b>					X
<b>Weston</b>					X
<b>Worcester</b>	X				16

1. District may not credit teachers with less than 50% of their prior experience.
2. Despite this limit, the district may place teachers of shortage subjects on any step of the schedule.
3. District may place teachers of shortage subjects on any step of the schedule.
4. Up to 5 teachers per year may be hired at less than full credit (but not less than one-half credit).
5. Increased to 9 years in the current contract.
6. Initial salaries can reflect "special skills." The district can also place a newly hired teacher on the schedule at "a competitive level of pay to reflect the teacher's...most recent salary within another district." (*Agreement*, p. 11)
7. Credit may be given for prior experience in public or private schools, college teaching experience, or "other experience."
8. Credit may be given for prior experience in public or private schools, college teaching experience, or "other experience."
9. This limit can be lifted for positions identified as difficult to fill.
10. Teachers are placed on the schedule according to training and experience. However, "[i]n employing new teachers, the recentness and suitability of experience will be evaluated by the Superintendent." (*Agreement*, p. 28)
11. Teachers of shortage subjects may be brought in at any step of the schedule.
12. Teaching experience beyond five years may be credited at discretion of the Superintendent.
13. The administration can place a new teacher as high as the tenth step of the salary schedule "regardless of previous teaching experience." (*Agreement*, p. 47)
14. "The School Committee shall fix the initial salary rate of each member on entering employment, giving consideration to previous experience and special skills..." (*Agreement*, p. 29)
15. Superintendent may grant credit for military or other work experience.
16. A communication from the Human Resource manager of the Worcester Public Schools indicates that the superintendent may place teachers of shortage subjects on any step of the schedule. However, no such authority is granted in the contract, which states: "A teacher entering the System other than on step one, will be placed on the appropriate step of the Salary Schedule minus the professional teacher status increment which he/she will receive upon attaining professional teacher status in the system." (*Agreement*, p. 47)

**Table 3: Evaluations and Discipline**

District	(1) Classroom observations must be announced in advance	(2) Contract requires prompt disclosure of complaints to teachers	(3) Standard for discipline <sup>1</sup>	(4) Discipline standard applies to non-tenured teachers
Acton-Boxborough		X	G	yes
Amesbury				
Arlington		X	J	yes (x-NR)
Beverly	no			
Boston	no		J	yes
Braintree		X	J/G <sup>2</sup>	yes
Brockton		X	J	yes
Brookline	no	X <sup>3</sup>	J	no
Chatham	no	X	J	yes
Chelsea		X	J	yes
Concord			G	yes
Concord-Carlisle		X	G	yes
Douglas		X <sup>4</sup>	O <sup>5</sup>	no
Erving				
Fall River	yes		J	yes (x-NR)
Fitchburg			J	yes
Granby		X		
Holyoke		X	J	yes
Hull		X	J	no
Lawrence Vocational	no			
Lexington			J	yes (x-NR)
Lowell			J	yes
Milford			J	yes
New Bedford		X	J	yes (x-NR)
North Adams		X	J	yes
Northampton	no <sup>6</sup>		J	yes
Northbridge	yes/no <sup>7</sup>		J	yes (x-NR)
Pittsfield			J	yes (x-NR)
Randolph	no	X	J	yes <sup>8</sup>
Somerville		X <sup>9</sup>	J	yes
Springfield	yes			
Taunton		X	J	yes (x-NR)
Triton	no <sup>10</sup>	X <sup>11</sup>	N	no
Tyngsborough	no <sup>12</sup>		J	yes
Uxbridge		X	J	yes (x-NR)
Ware			J	yes (x-NR)
Wellesley	no	X		no
West Boylston			O <sup>13</sup>	yes
Weston	yes <sup>14</sup>		J	yes
Worcester	no		J/O <sup>15</sup>	yes (x-NR)

**Key:** J ~ just cause standard; G ~ good cause standard; O ~ other; (x-NR) ~ just cause standard applies to non-PTS teachers except in cases involving non-renewal of contracts

1. By state law, teachers with PTS cannot be suspended or dismissed without just cause. Contracts may specify a lower standard for other disciplinary actions.
2. Just cause standard applies to dismissals, demotions, or reductions in pay. Good and sufficient cause applies to other forms of discipline.
3. Administrators have 20 days in which to investigate a complaint before they must bring it to the attention of the teacher, and then only if the derogatory material results in disciplinary action or otherwise affects the teacher's status.
4. Contract does not require that identity of complainant be disclosed.
5. "No tenured teacher is to be reprimanded, reduced in rank, or reduced in pay...without causes and in accordance with the provisions of the general laws." (*Agreement*, p. 16)
6. Formal observations are scheduled, though not informal observations.
7. Contract permits unannounced visits if further evaluation is deemed necessary once the mandatory three classroom observations have been completed.
8. "No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. In addition, no teachers with professional status will be deprived of any professional advantage without just cause." (*Agreement*, p. 21)
9. "Any complaints regarding an employee made to any member of the administration by any parent or other person, except a pupil, will be promptly called to the attention of that employee...Upon request, the individual will be informed who made the complaint." (Emphasis added.) (*Agreement*, p. 29)
10. At least one of two observations must be announced.
11. Teachers must be notified of complaints that might jeopardize employment with the district.
12. Teachers without professional teaching status who are visited for an unannounced observation may request a one-time postponement.
13. No teacher is to be disciplined without "due process."
14. Evaluators may make unannounced observations only if the teacher has previously consented.
15. Just cause standard limited to dismissal and denial of reappointment.

**Table 4: Consequences of Less than Satisfactory Ratings**

District	(1) Possible loss of salary	(2) Loss of seniority	(3) Supervisor must offer suggestions for improvement	(4) Remediation plan, followed by dismissal if unsuccessful
Acton-Boxborough	X	X <sup>1</sup>		X
Amesbury				
Arlington				
Beverly				X
Boston			X	
Braintree		X		
Brockton				
Brookline	X	X		
Chatham	X		X	
Chelsea				
Concord	X	X		
Concord-Carlisle	X <sup>2</sup>	X		
Douglas				
Erving				
Fall River			X	
Fitchburg	X <sup>3</sup>		X	
Granby			X	
Holyoke				
Hull	X			X
Lawrence Vocational				
Lexington	X	X		X
Lowell				
Milford				
New Bedford				
North Adams				
Northampton	X <sup>4</sup>			X
Northbridge				
Pittsfield			X	
Randolph	X		X	
Somerville				
Springfield	X		X	
Taunton				
Triton				X
Tyngsborough	X			
Uxbridge		X		
Ware				X
Wellesley				X
West Boylston	X		X	X
Weston	X <sup>5</sup>		X	
Worcester			X	X

1. This provision has been removed from the current contract (1999-2002).
2. Teachers at the maximum step of the salary schedule can have negotiated salary increases withheld.
3. Administrative action can be grieved but not arbitrated.
4. Not optional. Contract stipulates that a teacher found unsatisfactory “shall have his/her salary increase withheld.”
5. Decision to withhold can be grieved on grounds that teacher did not receive advance warning or that School Committee failed to make reasonable effort to remediate the problem.

**Table 5: Involuntary Transfers**

District	Transfers occur “when necessary”			Teachers have rights to current assignments	Sup’dent/Schl. Committee have full authority to transfer any teacher at their discretion
	Seniority-based	Other criteria may override seniority: educational needs, qualifications, etc.	Exceeded teachers have seniority rights over vacant positions		
Acton-Boxborough		X	X <sup>1</sup>		
Amesbury					
Arlington		X	X <sup>2</sup>		
Beverly					X
Boston	X		X	X <sup>3</sup>	
Braintree					X
Brockton		X	X <sup>4</sup> (f)		
Brookline			<sup>5</sup>		X
Chatham					
Chelsea					X
Concord					X
Concord-Carlisle					
Douglas		X			
Erving					
Fall River		X			
Fitchburg		X		X <sup>6</sup>	
Granby		X			
Holyoke		X <sup>7</sup>			
Hull		X			
Lawrence Vocational					
Lexington	X <sup>8</sup>				
Lowell					X
Milford		X			
New Bedford	X		X		
North Adams		X	X <sup>9</sup> (f)	X <sup>10</sup>	
Northampton					
Northbridge		X <sup>11</sup>	X <sup>12</sup>		
Pittsfield				X <sup>13</sup>	X
Randolph		X			
Somerville	X <sup>14</sup>		X	X <sup>15</sup>	
Springfield					X
Taunton		X			
Triton					X
Tyngsborough					X
Uxbridge		X			

<b>Ware</b>					
<b>Wellesley</b>					X
<b>West Boylston</b>					
<b>Weston</b>					X
<b>Worcester</b>		X	X	X <sup>16</sup>	X

**Key:** (f) ~ rights are qualified

1. Excessed teachers fill open positions in order of seniority. Exceptions may be made if the Superintendent determines they are in the best interest of the school system. These decisions may be submitted to grievance and arbitration.
2. Involuntarily transferred teachers may return to their former schools/departments if a vacancy arises before June 1 of the following school year. These teachers also have priority over teachers within their new buildings for positions becoming vacant.
3. In elementary schools, grade level assignments are determined by seniority if teachers' qualifications are the same. Qualifications are determined by certification plus one of the following: recent certification, score on National Teachers' Examination, recent course credits, or recent teaching experience.
4. Other factors equal, seniority prevails.
5. A communication from the Brookline Educators Association indicates that excessed teachers have seniority rights over vacant positions. However, there is no language to this effect in the contract, which grants wide latitude to the school committee. The relevant contract language is quoted in full in the text of this report.
6. Grade changes at the elementary level are to be voluntary, "to the extent practical."
7. Based on total system wide seniority, "provided, however, the transfer of the least senior teacher(s) does not conflict with the educational requirements and best interests of the system and pupils." (*Agreement*, p. 4)
8. Although a point system determines which teacher will be transferred, the basis for awarding points virtually ensures that seniority in the Lexington system and total experience will be the determining factors.
9. Other factors being equal, seniority prevails.
10. Changes of assignment are voluntary, subject to needs of the school system.
11. When qualifications are "substantially equal," involuntary transfers are governed by seniority. Exceptions can be made by the Superintendent on the basis of educational needs. These decisions can be grieved.
12. Other factors equal, preference is given to the more senior teacher.
13. Changes in assignment are to be voluntary "whenever possible."
14. Special involuntary transfers (non-excessing) permitted when there is a "documented incompatibility" with the teacher's assignment. Superintendent can move the teacher, but the decision can be submitted to expedited arbitration.
15. Changes in grade assignments in elementary schools will be voluntary.
16. "To the extent possible, changes in grade assignments within the elementary schools and subject assignments in the secondary schools will be voluntary." (*Agreement*, p.16).

**Table 6: Voluntary Transfers**

District	(1) Vacancies filled with internal candidates before outside applicants	(2) Contract establishes criteria: qualifications, seniority, etc.	(3) Criteria at discretion of Superintendent/Schl. Committee	(4) Grievance/ arbitration limited	(5) Rejected candidates entitled to formal explanation <sup>1</sup>	(6) Vacancies open to bid in spring transfer process	(7) Vacancies open a minimum of:	(8) Vacancies open a maximum of:
Acton-Boxborough		I			X			60 days
Amesbury								
Arlington		X			X <sup>2</sup>		30 days	
Beverly			X					
Boston	X					X		
Braintree		I <sup>3</sup>			X <sup>4</sup>		10 days (f)	
Brockton						X		
Brookline			X <sup>5</sup>	F				
Chatham			X <sup>6</sup>		X			
Chelsea			X	F				
Concord			X					
Concord-Carlisle			X					
Douglas		I			X		7 days	60 days
Erving								
Fall River		X					15 days	
Fitchburg		X		F				
Granby		X		F			5 days	
Holyoke		X			X		15 days	
Hull		I <sup>7</sup>				X	14 (7,0) days <sup>8</sup>	
Lawrence Vocational			X					
Lexington		X		P	X	X		
Lowell		I		AC		X <sup>9</sup>		
Milford		I					15 days	
New Bedford	X					X		
North Adams		I					10 (20) days <sup>10</sup>	

<b>Northampton</b>								
<b>Northbridge</b>		X					10 (5) days <sup>11</sup>	60 days
<b>Pittsfield</b>								
<b>Randolph</b>		X		F <sup>12</sup>	X		14 days	
<b>Somerville</b>	X <sup>13</sup>				X	X <sup>14</sup>		
<b>Springfield</b>			X	N		X		
<b>Taunton</b>		X				X	15 days	30 days
<b>Triton</b>		X						
<b>Tyngsborough</b>		I		AC				
<b>Uxbridge</b>			X					
<b>Ware</b>		I						
<b>Wellesley</b>		I			X			
<b>West Boylston</b>			X					
<b>Weston</b>		I		F	X		10 (0) days <sup>15</sup>	
<b>Worcester</b>	X <sup>16</sup>				X	X		

**Key:** I ~ Internal candidates with requisite qualifications given preference; F ~ Decision of Superintendent or School Committee is final; P ~ grievance on procedural grounds only; AC ~ grievance only if decision is arbitrary and capricious; N ~ no grievance permitted.

1. This can be either a written explanation or a meeting with the Superintendent.
2. “[R]easons for the denial of a transfer request will be given if requested by the teacher.” (*Agreement*, p. 17)
3. “In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent possible.” (p. 11)
4. “[W]here the request has not been granted, the teacher will be informed of the reason.” (*Agreement*, p. 11)
5. Voluntary transfers must be agreed to by building principals. (*Agreement*, p. 8)
6. “[L]ocal candidates shall not be granted preference for professional vacancies.” (*Agreement*, p. 23)
7. “[A] permanent vacancy shall be filled by promotions and transfers within the system as much as possible.” (*Agreement*, p. 11)
8. 14 days during the school year; 7 days during the summer, except after August 15, when waiting period is zero.
9. All openings that arise after May 15 shall be filled by long-term substitutes and will appear on the May 1 Compendium the following year.
10. Waiting period is ten days for vacancies posted during school year, 20 days for vacancies posted during the summer (reverting to 10 days after August 1).
11. 10 days for new positions; 5 days for existing positions.
12. “It is recognized that the final decision of the filling of vacancies and promotions must rest solely with the Superintendent of Schools.” (*Agreement*, p. 18)
13. If a vacant position is sought by no more than two internal candidates, the principal may fill the position with a new hire.
14. Positions being vacated cannot be filled before May, so that teachers being involuntarily transferred and those seeking transfers have first opportunity to bid for them. Vacancies occurring afterwards, during the summer, must be posted for five days. Vacancies after the second Friday in August need not be posted.
15. 10 days during school year. Positions vacated during the summer may be filled as they become open.
16. All positions must be open-posted once, so that internal candidates have an opportunity to apply through the transfer system. Schools with a vacancy must choose from among the transfer applicants with appropriate certification.

**Table 7: Reductions in Force**

District	(1) District-wide seniority (disciplines unspecified)	(2) Seniority within broad discipline <sup>1</sup>	(3) Seniority within narrow discipline/ subject	(4) Qualifications/ performance can override seniority
Acton-Boxborough	X <sup>2</sup>			
Amesbury				X
Arlington				X
Beverly				X
Boston			X	
Braintree				X
Brockton		X		
Brookline			X	
Chatham				X
Chelsea			X	
Concord		X		
Concord-Carlisle			X	
Douglas			X	
Erving				X
Fall River			X	
Fitchburg		X		
Granby				
Holyoke		X		
Hull			X	
Lawrence Vocational				
Lexington				X
Lowell	X			
Milford			X	
New Bedford		X		
North Adams			X	
Northampton			X	
Northbridge				X
Pittsfield			X	
Randolph	X			
Somerville		X <sup>3</sup>		
Springfield		X		
Taunton				X
Triton				X
Tyngsborough			X	
Uxbridge				X
Ware				X
Wellesley				X
West Boylston				X
Weston				X
Worcester		X		4

1. Science and foreign languages are examples of broadly defined disciplines. Narrow definitions distinguish specific sciences (physics, chemistry, etc.) and languages (Spanish, French, etc.)
2. Superintendent may confer up to 4 years of additional seniority on 8 teachers. There are lower limits on the number of teachers in a single department or school who may be awarded additional seniority.
3. In defining disciplines, contract distinguishes specialties within foreign languages (e.g., French, Italian), but not within science.
4. A communication from the Human Resources Manager of the Worcester Public Schools indicates that other criteria can override seniority. However, the contract recognizes no such criteria, stating: “After all voluntary and involuntary transfers have been made, then the person with the least seniority within the discipline being reduced and within the building, or department where the reduction is to be made will have the opportunity to replace the least senior person within the discipline in the school system. If the opportunity is not taken then the aforesaid teacher will be laid off. Otherwise, the most junior teacher within the discipline who is bumped will be laid off. . .” (*Agreement*, p. 18).

**Table 8: Recall and Bumping Rights**

District	(1) # years recall rights	(2) Recall rights restricted	(3) Bumping rights restricted	(4) Bumping/recall rights expanded
Acton-Boxborough	2	Q	E	
Amesbury	2	D		
Arlington	2 (26 mos)		N	
Beverly	3	Q		
Boston	4	R, C or E	R, C, or E	
Braintree	3	D		X <sup>1</sup>
Brockton	2		N	
Brookline	2 (27 mos) <sup>2</sup>	D	Q	
Chatham	2 (27 mos)	Q	E or R	
Chelsea	3	D or Q	C <sup>3</sup>	
Concord	2	D	N <sup>4</sup>	
Concord-Carlisle	2	D	N <sup>5</sup>	
Douglas	3	Q	Q	X <sup>6</sup>
Erving <sup>7</sup>				
Fall River	2			
Fitchburg	2		E or C	
Granby	2	Q		
Holyoke	2			
Hull	2	E <sup>8</sup>	E <sup>9</sup>	
Lawrence Vocational			E	
Lexington	2	E	E	
Lowell	no limit			
Milford	3			
New Bedford	2		N <sup>10</sup>	
North Adams	2			
Northampton	1			
Northbridge	2	Q		
Pittsfield	5			
Randolph	3	C	C	
Somerville	2			
Springfield	2	P	E	
Taunton	2	P	E	
Triton	2	Q		
Tyngsborough	2		E or C	
Uxbridge	2	E	N	
Ware	≤2			
Wellesley	5+ <sup>11</sup>	P,Q	N <sup>12</sup>	
West Boylston	1	D	N	
Weston	1 (15 mos)	P and E	E <sup>13</sup>	X <sup>14</sup>
Worcester	2	<sup>15</sup>	N	

**Key:**

- P ~ Teachers laid off from a discipline given recall priority when a vacancy in that discipline arises.
- C ~ College courses beyond the minimum for certification required.
- E ~ Teaching experience in field required.
- R ~ Recent certification required.
- D ~ Recall rights within discipline or to former position only.
- Q ~ Must meet qualifications in job description or as administration deems suitable.
- N ~ No right to bump outside discipline in which currently teaching, unless position held by non-PTS teacher.

1. Teachers may bump outside their areas of certification, provided they have taught within that discipline within past three years.
2. Recall rights for 15 months if teacher has less than 5 years service.
3. Teachers have bumping and recall rights only within major certification area (area in which teacher has the most college credits).
4. Bumping rights limited to positions held by non-PTS teachers, and only if teacher is judged to have ability to handle the assignment. Recall rights are within the discipline from which the teacher was laid off.
5. Bumping is limited to positions held by non-PTS teachers, and only if teachers meet minimum qualifications with respect to training, experience, and skills established by the district.
6. Teachers have recall rights to positions for which they could become qualified with retraining (presumably in time to assume the position).
7. No recall or bumping rights are established by the contract.
8. Recall rights voided if teacher has accepted another full-time teaching position.
9. When bumping teachers in other disciplines, seniority credit is given only for actual years spent teaching in that discipline.
10. The School Committee can recall minority teachers out of sequence to promote the district's affirmative action policy.
11. Recall rights for as many years as teacher served prior to lay-off, provided employed in education during the interim.
12. Bumping limited to non-PTS teachers, and only if teacher meets minimum number of credit hours in subject.
13. Prior experience is required to bump even non-PTS teachers.
14. Bumping rights if teacher has two years teaching experience in the district, whether certified in the field or not.
15. A communication from the Human Resources Manager of the Worcester Public Schools indicates that teachers laid off from the discipline where a vacancy arises will have priority for recalls. However, the contract does not recognize this priority: "Professional employees who have been laid off as a result of the R.I.F. provisions will, at any time in the school year, be recalled in reverse order of layoff for any position which they are certified and qualified to fill." (*Agreement*, p. 19).

**Table 9: Work Load and Work Year**

District	(1) Teaching (max. min/day, academic subjects, secondary) <sup>1</sup>	(2) Number of different subjects and preparations	(3) Work year: teaching days	(4) Work year: orientation & professional days	(5) Extra days, at admin. discretion (w/extra pay)
Acton-Boxborough	225	3 preps in 2 subjs	182		
Amesbury	255	3 preps <sup>2</sup>	181		5 <sup>3</sup>
Arlington	240		180	3	
Beverly	225		181	1	
Boston	240		180	3	
Braintree	242		180	2	2
Brockton	198	3 preps in 2 subjs (f)	180	3	
Brookline	200		180	2	
Chatham	225		180	5	
Chelsea			180	1	
Concord			180	4	
Concord-Carlisle	220		180	4	
Douglas	225		180	1	
Erving			185		
Fall River	255		180	2	
Fitchburg	235		180	3	
Granby	225		180	3	
Holyoke		3 preps in 2 subjs (f)	180	2	
Hull			180	2	
Lawrence Vocational	270		180	1	
Lexington	216 <sup>4</sup>		182	2	10
Lowell	225 <sup>5</sup>	3 preps in 2 subjs	180	1	
Milford			180	2	
New Bedford	249		180	3	
North Adams		3 preps in 2 subjs	185		
Northampton		3 preps in 3 subjs <sup>6</sup>	180	3	
Northbridge	255		182	2.5	
Pittsfield		3 preps in 2 subjs	180	3	
Randolph	250	3 preps in 2 subjs	182		3 <sup>7</sup>
Somerville	225 <sup>8</sup>	3 preps in 2 subjs	184		
Springfield		3 preps in 2 subjs (f)	180	8	
Taunton		3 preps in 2 subjs	180	4	
Triton Regional			181	4	
Tyngsborough	257	2 preps in 2 subjs (f)	180	1 <sup>9</sup>	
Uxbridge			183		3 <sup>10</sup>
Ware		2 subjects (f)	180	4	

<b>Wellesley</b>	240	3 preps (f)	184		
<b>West Boylston</b>	252 <sup>11</sup>		180	3	
<b>Weston</b>		<sup>12</sup>	180	4	
<b>Worcester</b>	265	3 preps in 2 subjs (f)	180	3	

**Key:** (f) ~ contract allows some flexibility in exceptional circumstances.

1. Contracts usually specify limits in terms of classes per week. These limits have been converted to minutes per day using average length of a class period. Some teachers may be required to teach more than this on some days. Absence of an entry means there was insufficient information in the contract and from other sources to compute daily instructional time.
2. At the high school level, no teacher is to be assigned more than 2 preparations until all department members have at least two.
3. Teachers may be required to work up to 5 additional days. Two of these days will be 5-hour professional days at which teachers are compensated at the rate of \$12/hour. Additional days spent teaching are compensated at a per diem rate.
4. Calculations for middle school teachers.
5. Calculations for middle school teachers.
6. At the high school, the limit is two preparations in two subjects.
7. Three additional days may be scheduled: a system-wide workshop day, compensated at standard workshop rate, a professional development day and an instructional day, both compensated at per diem rate.
8. Calculations for 7th and 8th graders. Teaching loads for h.s. based on number of students taught.
9. Teachers' work year includes additional 12 hours for educational purposes approved by principal.
10. Work year is scheduled to rise to 185 days in 2000-2001 and 187 days in 2001-2002. In addition, building principals may require teachers to work up to an additional 3 days, for which they are compensated at a per diem rate.
11. The contract defines teaching minutes per day in terms of blocks. Block is not defined, but most commonly is 84 minutes. Most instructors teach the equivalent of 252 minutes. The administration may overload a teacher's schedule as demand requires, but by no more than 7 half-blocks per building, spread among several teachers.
12. Contract calls for continuation of current practices.

**Table 10: Class Size**

District	(1) Students per class limit <sup>1</sup>	(2) Students per class guidelines	(3) Students per teacher	(4) No numerical guidelines
Acton-Boxborough		25		
Amesbury				X
Arlington		25 e	125 <sup>2</sup> s	
Beverly				X
Boston	25-28 e; 30-33 s			
Braintree	30 <sup>3</sup> (f)			
Brockton				X
Brookline		25		
Chatham				X
Chelsea				X
Concord		22 <sup>4</sup> e	100 s (f)	
Concord-Carlisle			95 s	
Douglas				X
Erving				X
Fall River	33 e s			
Fitchburg		25		
Granby				X
Holyoke				X
Hull	25-30 e; 30 s			
Lawrence Vocational				X
Lexington		22-24 e	125 <sup>5</sup> s	
Lowell				X <sup>6</sup>
Milford		24		
New Bedford		30		
North Adams				X
Northampton		25		
Northbridge	25 (f)			
Pittsfield		25 e, 25 s		
Randolph		25		
Somerville	30 e; 30-32 s (f)			
Springfield	25 <sup>7</sup> e (f)			
Taunton	30 e, 32 s			
Triton Regional		25		
Tyngsborough	28 (f)			
Uxbridge				X
Ware	25 (f)			
Wellesley	25 (f)		125 s	
West Boylston				X
Weston				X
Worcester	25 s			

1. Most contracts include some mention of class size, if only as a desirable target. An entry in column 1 signifies that the contract commits the district to making an effort to attain these goals, thereby furnishing grounds for a grievance.
2. 100 students for teachers of English.
3. Contract commits district to achieving the following class sizes as a district average: 23-28 at the elementary level; 23-25 at the secondary level.
4. Average students per class at the school.
5. 100 students for English teachers.
6. The contract requires that the School Committee “equitably distribute the number of students in each classroom schoolwide and systemwide.” (p. 17)
7. Limits apply to K-grade 2 only.

**Table 11: After-School Requirements**

District	(1) Extended hours for extra help, parent meetings, etc. <sup>1</sup>	(2) All Meetings (maximum)		(3) Building Faculty Meetings (maximum)		(4) Other Meetings (e.g., department, curriculum) (maximum)		(5) Evening Parent Conferences & Open Houses
	minimum minutes/wk.	Frequency	Length	Frequency	Length	Frequency	Length	No. per year
Acton-Boxborough				1/mo	1h	1/mo	1h	
Amesbury	45			1/mo		1/mo <sup>2</sup>		2
Arlington	80			2/mo (f)	1h 15m	<sup>3</sup>		3
Beverly	90	20/yr						2
Boston								2
Braintree	45							4 <sup>4</sup>
Brockton		2/mo (f)	1h					2 <sup>5</sup>
Brookline		38/yr (f) <sup>6</sup>	1h (f)					2
Chatham				2/mo				
Chelsea								3
Concord								
Concord-Carlisle								
Douglas				1/mo	1h (f)			3
Erving								
Fall River				1/mo	1h	1/mo	1h	3 <sup>7</sup>
Fitchburg				2/mo	1h	1/mo	1h	3
Granby				<sup>8</sup>		1/wk <sup>9</sup>	1h	2
Holyoke	60			1/mo	1h	1/mo	1h	2
Hull				<sup>10</sup>				3
Lawrence Vocational		<sup>11</sup>						2
Lexington	<sup>12</sup>	1/wk e						
Lowell				6/yr <sup>13</sup>	1h	3/yr <sup>14</sup>	90m	
Milford	45 e; 60 ms	3/mo <sup>15</sup> (f)	1h (f)					2
New Bedford				1/mo	1h 15m	1/mo	1h 15m	2
North Adams		3/mo (f)						2

<b>Northampton</b>		2/mo (f)						3 e <sup>16</sup>
<b>Northbridge</b>	30 s <sup>17</sup>	2/mo	1h					2
<b>Pittsfield</b>				2/mo	1h			3
<b>Randolph</b>	78 <sup>18</sup>	2/wk	26h/yr e;28h/yr s		1h		1h 45m	2
<b>Somerville</b>	<60 <sup>19</sup> s		25h/yr <sup>20</sup> e	1/mo s	1h	<2/wk s	30m	3
<b>Springfield</b>	<sup>21</sup>	1/wk	1h					2
<b>Taunton</b>	< 90 (f) <sup>22</sup>			10/yr (f)	1h (f)	10/yr (f)	1h (f)	1 (f)
<b>Triton Regional</b>								
<b>Tyngsborough</b>								3 <sup>23</sup>
<b>Uxbridge</b>	40	12/yr	1h					3 <sup>24</sup>
<b>Ware</b>		2/mo (f)						2
<b>Wellesley</b>		2/mo. s <sup>25</sup>	1h s					2
<b>West Boylston</b>		1/wk	1h					5
<b>Weston</b>		<sup>26</sup>						
<b>Worcester</b>	53	20/yr		1/mo	1h 30m	1/mo <sup>27</sup> (f)		1

**Key:** (f) ~ Contract allows for flexibility; s ~ secondary; e ~ elementary.

1. Most contracts stipulate that teachers remain 15-20 minutes after students have been dismissed. Entries in this column represent regularly scheduled, extended after-school commitments beyond the normal minimum.
2. Superintendent, Principal and Special Needs Coordinator may each call one meeting per month for teachers working directly under their respective supervision. No time limit is mentioned.
3. At the secondary level, department meetings called at the discretion of department heads.
4. Teachers are required to attend 4 "PTO Nights" or other evening meetings. However, contract states that "[f]or purposes of these meetings, 'evenings' may begin upon the adjournment of school in each respective building."
5. The limit has been raised to 3 evening meetings in the current contract.
6. "While the decision to attend any particular meeting shall be left to the individual's professional judgment, such judgment is to be fairly and reasonably exercised." (*Agreement*, p. 13). However, teachers are expected to attend eight special, two-hour meetings.
7. At least one of the three meetings will be in the evening.
8. Faculty meetings are to be "reasonable in number and length." (*Agreement*, p. 25)
9. The regular school day is extended by one hour, one day each week for curriculum development, professional development, etc.
10. "Faculty meetings shall be held at the discretion of the principal" (*Agreement*, p. 13).
11. Contract specifies 10 meetings per year of 30-minute duration. However, meetings are to adjourn by 2:55, which is the end of teachers' regular school day.
12. Teachers are expected to stay as needed to fulfill professional responsibilities, including extra help for students and meeting with parents.
13. These meetings must be scheduled by the principal at the beginning of the school year.

14. Up to three meetings called by district superintendent. Contract is silent on departmental meetings.
15. Excludes regular meetings called by department heads.
16. Elementary teachers only. Days on which evening meetings are schedule are early release days.
17. Twice a week, teachers must remain an additional fifteen minutes.
18. Contract stipulates that teacher must remain two sessions per week but does not indicate for how long. Calculations based on regular class period of 39 minutes.
19. Secondary teachers may be required to remain up to 30 minutes no more than twice a week to assist students and/or to attend departmental meetings.
20. Elementary teachers may be required to remain up to 25 hours total per year to attend teacher meetings, curriculum meetings, workshops, etc.
21. Teachers of grades 6-12 are required to remain one day each week to provide extra assistance to students. Contract does not stipulate how long.
22. Established only for teachers who in the judgment of the principal are not meeting their professional responsibility to provide extra help for students, meet with parents, etc.
23. One of the three sessions is held in the afternoon.
24. If teachers are required to attend a third evening session, they are to be compensated at the hourly per diem rate for three hours, including the two-hour session and one hour of preparation.
25. Elementary school teachers' meetings are held during Wednesday afternoons following early release of students.
26. Weston's teachers have an 8-hour work day. Meetings are scheduled as needed within the eight-hour day.
27. One departmental meeting per month; other meetings as required.

## ABOUT THE AUTHOR

**Dale Ballou** is an Associate Professor of Economics at the University of Massachusetts at Amherst. He received his Ph.D. in economics from Yale University in 1989. Prior to that, he spent several years teaching in a variety of settings, including a midwestern middle school, an adult education center in New Haven, Connecticut, and a private boarding school in Massachusetts. As an economist, his research has focused on policies affecting education reform—in particular, the role of incentives and regulation in the training, recruitment, and retention of teachers. His work has appeared in professional economics journals as well as publications for a broader audience like *The Public Interest* and *Education Week*. Together with Michael Podgursky of the University of Missouri, he is the author of *Teacher Pay and Teacher Quality*. This study found that despite a significant increase in teacher salaries during the 1980's, there was little or no discernible improvement in the quality of newly recruited teachers. Professor Ballou has testified before the U.S. House of Representatives on education issues and has advised the Massachusetts legislature and the Board of Higher Education on policies related to school financing, teacher licensure, and teacher compensation. His current research deals with personnel policies in charter schools, teacher testing, and the role of unions in education reform.



## LINKS TO RELATED ARTICLES

Ballou, Dale, “The New York City Teachers’ Union Contract: Shackling Principals’ Leadership.” Center for Civic Innovation at the Manhattan Institute, [www.manhattan-institute.org/html/cr\\_6.htm](http://www.manhattan-institute.org/html/cr_6.htm).

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Munk, La Rae G., “Collective Bargaining: Bringing Education to the Table.” Mackinac Center for Public Policy, [www.mackinac.org/article.asp?ID=791](http://www.mackinac.org/article.asp?ID=791).

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