



---

Seniority and Schools

Author(s): Susan Moore Johnson

Source: *The Phi Delta Kappan*, Vol. 64, No. 4 (Dec., 1982), pp. 259-264

Published by: Phi Delta Kappa International

Stable URL: <http://www.jstor.org/stable/20386660>

Accessed: 10/03/2010 14:20

---

Your use of the JSTOR archive indicates your acceptance of JSTOR's Terms and Conditions of Use, available at <http://www.jstor.org/page/info/about/policies/terms.jsp>. JSTOR's Terms and Conditions of Use provides, in part, that unless you have obtained prior permission, you may not download an entire issue of a journal or multiple copies of articles, and you may use content in the JSTOR archive only for your personal, non-commercial use.

Please contact the publisher regarding any further use of this work. Publisher contact information may be obtained at <http://www.jstor.org/action/showPublisher?publisherCode=pdki>.

Each copy of any part of a JSTOR transmission must contain the same copyright notice that appears on the screen or printed page of such transmission.

JSTOR is a not-for-profit service that helps scholars, researchers, and students discover, use, and build upon a wide range of content in a trusted digital archive. We use information technology and tools to increase productivity and facilitate new forms of scholarship. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).



*Phi Delta Kappa International* is collaborating with JSTOR to digitize, preserve and extend access to *The Phi Delta Kappan*.

<http://www.jstor.org>



Illustration by Bill Stanton

## Seniority and Schools by Susan Moore Johnson

**Layoffs cannot be made without a price, says Ms. Johnson, after an intensive study of four school systems. But the disadvantages of a seniority-based system can be moderated; cooperation at the bargaining table is an important step.**

**F**ewer school dollars ultimately must mean fewer schoolteachers, for public school budgets, allocated largely for salaries, cannot be cut appreciably without staff layoffs. So in this time of fewer students, sagging public support, and taxpayers' revolts, the issue of reduction in

*SUSAN MOORE JOHNSON is a research associate at the Principals' Center, Graduate School of Education, Harvard University, Cambridge, Mass.*

force is a fiery one — an issue that provokes strikes, threatens careers, and, most important, jeopardizes the quality of education. Decisions made today about who stays and who goes will be felt in U.S. classrooms for years to come.

Seniority, long used by industry as the major criterion for laying off workers, has made its way into teachers' contracts, to the dismay of many who believe that what's good for General Motors may not be good for the schools.<sup>1</sup> Some school of-

ficials have resolutely resisted seniority and defended their right to determine layoffs on merit. But several factors make it unlikely that merit will ever be widely used.<sup>2</sup> First, some states (e.g., New York, Ohio, Pennsylvania) require that staff reductions be seniority-based. Second, teacher unions, wary of contract language that might subject job decisions to arbitrary or political maneuverings, bargain hard against it. Even in those districts where performance is included in the con-

tract as a criterion for layoffs, it is rarely used. Many such districts have no standardized evaluation procedures. Principals, who hold different views about what constitutes good teaching, typically evaluate staff members by different standards, often trying to protect their teachers with high ratings. Ironically, even some school board members, who adamantly advocate merit layoffs in negotiations, eventually prefer the politically less troublesome standard of seniority. For a variety of reasons, then, seniority — not merit — usually determines layoffs. As one school administrator said of a local effort to institute merit layoffs:

It's great; it's noble; it's wonderful. But the question is, Who's going to make it work? It's the toughest thing in the world to make work.<sup>3</sup>

How, then, will schools fare under seniority? How inflexible are seniority practices? How is seniority best applied to schools? An analysis of local teacher contracts and in-depth interviews with local school officials and union leaders<sup>4</sup> reveal that the process of laying off staff members is considerably more complicated than the process of hiring them, that the disadvantages of seniority can be moderated, and that cooperative rather than adversary bargaining sessions are more likely to yield well-crafted contract language governing layoffs.

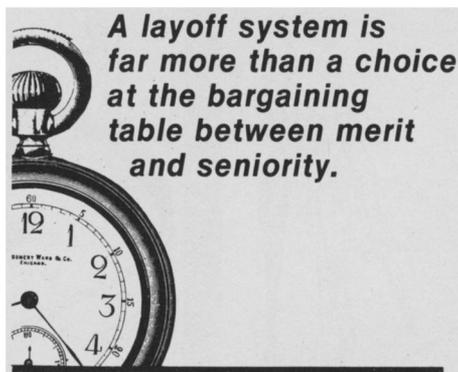
### Advantages and Disadvantages

Teachers, union leaders, and administrators repeatedly say that using seniority to determine layoffs has two advantages. First, under seniority teachers are treated equitably. Standards are clear, and decisions can be scrutinized. Teachers often report that, though they don't believe that senior teachers are more competent, they do support seniority as the criterion for layoffs because it eliminates patronage and provides protection against abuse by incompetent or vindictive administrators. One union leader said:

If there were some other way that it could be done fairly and equitably, then we would entertain that. But here, what is important is who you know and how you can wheel and deal. So we need something objective like seniority.<sup>5</sup>

Interestingly, many administrators agree that such concerns are warranted, that politics and prejudice might prevail if layoffs were not based on seniority.

A second advantage of seniority practices is that they minimize uncertainty and establish order. In school districts of even moderate size, the potential complications introduced by a small number of pending



layoffs can upset and preoccupy many teachers if the criteria and process are unclear. Seniority reduces uncertainty and competition, largely because each teacher knows where he or she stands and can anticipate the progress of layoffs. Many argue that such predictable procedures improve teacher morale and, ultimately, instruction. One teacher explained:

There was a great deal of consternation in the building about the layoff process and how it would affect teachers who were to be transferred involuntarily. Now there's a feeling of relief among the teachers that there's some systematic way to deal with the issue.<sup>6</sup>

Seniority, though, has its costs. Because seniority is not a measure of competence, many believe that its use compromises the quality of instruction. Some principals complain about teacher burnout among senior staff members and express regret about losing particularly talented or dedicated junior teachers through layoffs. Others are more concerned that they have no control over staff reassignments. One such principal, in a district with strict seniority transfers, complained that there would be no calculus course in her school after the current teacher retired, because routine transfer procedures would not provide a qualified teacher for the course and she could not recruit one from another school.<sup>7</sup>

Second, domino sequences of seniority-determined transfers, where permitted, can seriously disrupt instruction. One elementary principal told of a particularly outstanding second-grade teacher who, as a result of two other reassignments in the district, was bumped from her position two days before school began. She was replaced by a fourth-grade teacher from another building. After three weeks of school, the grievance of yet another teacher gave her the rights to the second-grade position, and so the recently assigned teacher was sent off to another school and replaced by a third.<sup>8</sup> A principal who had experienced a similar situation in her school observed:

From the standpoint of the person who seeks a transfer, I can understand.

However, from the standpoint of the class that's settled and ready to go, I wonder how that helps kids.<sup>9</sup>

Third, many schoolpeople believe that frequent transfers determined by seniority rules rather than choice reduce teachers' allegiance to their schools and principals. A teacher's sense of belonging to a particular faculty and of participating in the educational mission of that school is essential to the success of the school.<sup>10</sup> One principal explained that teachers in his school did many things that weren't required by contract, because "they feel considerable allegiance toward this building, toward making it the best in the system."<sup>11</sup> Informal, interdependent working relationships that have developed over time among teachers and principals are precarious and can be disrupted by frequent teacher reassignments.

Finally, seniority-based layoffs jeopardize what racial and ethnic diversity has been achieved in the schools during a decade of affirmative action efforts. The principle of "last hired, first fired" is not impartial if minority teachers absorb an inordinate share of the layoffs and if school staffs revert to being overwhelmingly white.

Seniority, then, is an objective standard that protects crucial job decisions from political interference or administrative abuse and lends itself to orderly procedures. But seniority, as it is applied in some districts, can present problems, for it provides no control over staff quality, it permits disruption of classes, and it undermines the allegiance, stability, and diversity of staff members. The costs of seniority can be great. But are they inevitable? Are there alternative models of seniority that can moderate or minimize these negative effects?

### Alternative Seniority Systems

Most people think of seniority practices as simple, uniform systems. But a review of some 75 teacher contracts in Massachusetts turned up a surprising array of alternative seniority provisions and revealed that a layoff system is far more than a choice at the bargaining table between merit and seniority. Rather, a layoff system comprises a set of procedures and standards that specify which groups of teachers are vulnerable when jobs are to be cut. It establishes the basis on which teachers from those groups will be selected. It defines whether staff members who are laid off in their own teaching areas can bump junior staff members in other teaching areas. It specifies the qualifications a teacher must have to transfer or bump into a second area. It specifies how teachers are to be transferred and reas-

signed. And it says whether and how minority staff are to be retained.

The contracts that were reviewed ranged from those that gave seniority and teacher preferences considerable weight to those that counterbalanced seniority with administrative judgment and minimized bumping and transfers. Four districts were selected for closer scrutiny. Each was faced with substantial teacher layoffs (from 80 to 300) because of a tax limitation proposition,<sup>12</sup> and the contract in each district specified seniority as the sole criterion for determining layoffs. But other elements of the layoff systems in these districts were different. One contract (in District A) called for layoffs on the basis of seniority, imposed no constraints on bumping, and included no contractual assurances that teachers moving to new instructional areas would be well qualified for their positions there. By contrast, the contracts of each of the other three districts attempted to limit the potential negative effects of seniority on the schools. Interviews with district administrators, building principals, and union leaders explored the effects of these various seniority systems on the schools and investigated how seniority might best be applied in other districts.<sup>13</sup>

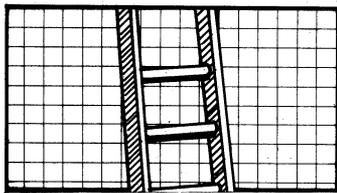
The following key components — drawn from the language on layoffs in the four contracts — proved to have considerable consequence for the schools:<sup>14</sup>

- the criterion for layoffs (in this case, seniority),
- the breadth of the layoff unit,
- bumping rights,
- prerequisites for teaching in a second field,
- reassignment prerogatives, and
- mechanisms for maintaining minority staffing levels.

In this study, I was able to investigate all but the last of these components. Only one district (B) included an affirmative action clause in its contract section on layoffs, and that was being contested in court; its effects could not be examined closely.<sup>15</sup> I will discuss other components in some detail.

### The Layoff Unit

The decade of the Sixties was a time of specialization in U.S. schools. We created programs for aspiring restaurant managers, cosmetologists, and computer programmers, and we hired teachers with the experience and expertise to staff them. Teachers of theater arts were not simply English teachers who had done some acting in high school, but individuals who were experienced in lighting, set building, and costume design. Elementary classroom teachers were sought for their skill in managing open classrooms, their suc-



### **Narrow layoff units enable the strength and specialization of programs to be better maintained.**

cess with pre-adolescents, or their experience in teaching phonics.

As such specialized staff members were hired, they were typically assigned to large departments or areas encompassing many kinds of specialization. Business departments included teachers who were skilled in stenography and typing as well as those who taught business law or business administration. Teachers of electronics, auto mechanics, woodworking, and mechanical drawing made up the industrial arts staff. And all classroom teachers in the elementary school, whatever their instructional or grade specialties, were considered as one. Such groupings served largely administrative functions and had only indirect effects on classroom instruction.

With layoffs, however, the size and shape of such teaching units have suddenly become crucial. For example, if a layoff is necessary in the English department and the least senior English teacher is the theater arts specialist, the drama program is jeopardized. If a math position is cut and the computer teacher is junior, the new supply of microcomputers may sit unused. If layoff units are narrower, however — for example, encompassing only history teachers, not all social studies teachers — there is greater opportunity to meet program needs.

Three districts in this study (A, B, and C) laid off teachers from broad units such as elementary (K-6), English, social studies, mathematics, music, art, and foreign language. These broad units presented problems when the positions to be cut and the people to be laid off didn't match. In District A, for instance, where all music teachers were in the same unit, one junior high school dropped its band program because the only music teacher assigned to the school could teach chorus but not band. In another school, the music teacher who survived layoffs could not teach strings or woodwinds, and these programs were dropped. The English-as-a-second-language program in one district had once served primarily Greek students, but population shifts had created an increasing demand for Spanish. Both Greek- and Spanish-speaking teachers

were in the same layoff unit; thus impending layoffs would leave the schools with Greek-speaking teachers, who had more seniority, to instruct Spanish-speaking students. Senior teachers in the business department of one district had been trained primarily in business administration and business law, but the students' demands were for courses in such skills as stenography and typing. One district administrator predicted that, without contract language that permitted layoffs by specialization, "We may eventually be faced with a business department having none of the capacity to teach courses for which we have student demand."<sup>16</sup>

In District D, layoff units were considerably narrower. Within the science department, for example, there were separate units in general science, biology, chemistry, physics, and earth science. Elementary and secondary guidance counselors were in different units, even though they held the same state certificates. Vocal and instrumental music teachers were similarly separated. Such units enabled cuts of positions and personnel to be matched more closely and the strength and specialization of programs to be better maintained.

### The Right to Bump

When teachers who are laid off in one school or unit bump junior teachers in other schools and units, the disruptions caused by layoffs are exacerbated. Team teaching, staff supervision, and teacher commitment to a school and its principal are threatened when such shifts occur several years in succession. The principal of one school, where a third of the staff was new in one year, observed:

Overall, I don't think a lot of disruption is healthy. The teachers last year were focusing on how long they would be there and where they would be next year. There is not much commitment in this situation to this school, or to the principal, or to the philosophy of the staff. There has to be some balance between a teacher who has been in the same seat in the same room for 20 years and the teacher who is in a different school each year.<sup>17</sup>

Another principal spoke about the impact of repeated staff changes on the program of his school:

We are trying to institute a student-centered learning system that requires people to work from one year to the next. That program suffers with cuts and transfers. At one time it might have been held together by the coordinators at the district office, but now, without them, that responsibility is left to the buildings. The buildings can only make

**If bumping is permitted, its impact on the continuity and quality of the program should be minimized.**



it work if they have the same people working from year to year.<sup>18</sup>

Another principal noted that repeated staff changes harm good community relations:

A neighborhood school must maintain stability. Over the years, you develop intimacy with the parents in the neighborhood. There is an ongoing relationship, continuity.<sup>19</sup>

Of the districts considered in this study, only one (A) prohibited teachers who lost their jobs in one unit from bumping into a second unit, even if they were certified to teach there. District A teachers held seniority "only in the single discipline in which they [were] teaching at the commencement of a given school year." As one district administrator explained, a teacher laid off in one discipline could not move to another discipline unless there was an opening that "no tenured teacher, no nontenured teacher, no teacher on recall, nobody [in that unit] could fill."<sup>20</sup>

Although the other three districts did permit teachers to bump into second areas, all prohibited sequential bumping. Each had a "one-bump" system that required the bumping teacher to displace the most junior member of a unit. Moreover, no district allowed changes during the school year. One personnel director said, "The superintendent doesn't permit sequential bumping. He guards against disruption in the schools."<sup>21</sup> Another district administrator explained, "Once we give somebody a job, that's it. There's got to be a point at which we say, 'This is the staff.'"<sup>22</sup>

Principals and district office administrators in the other districts agreed that open bumping should be prohibited, but they did not agree that all bumping should be ruled out, as it was in District A. One principal said, "We have some people who have all kinds of abilities and who can teach more than one subject effectively."<sup>23</sup> A district administrator who shared that view told of one junior teacher who had been laid off from three different disciplines:

She is an excellent teacher, and she has functioned very satisfactorily wherever she has moved. I think that it is well worth it for the district to provide her with the opportunity to keep her job.<sup>24</sup>

All administrators agreed, though, that if bumping were to be permitted, its impact on the continuity and quality of the program should be minimized. In three districts this was done by requiring teachers to have specific qualifications before moving into a second teaching area.

### Teaching in a Second Area

An official in District B characterized "the opportunity for open bumping" in that district as "the worst feature of the teachers' contract."<sup>25</sup> Teachers there who lost their jobs in one unit could displace more junior teachers in any other units for which they were certified. Because teachers often held certificates for fields in which they had studied long ago but never taught, it was possible for them to claim jobs for which they were unfit. As one principal said, "You and I both know that certification and qualification are not equated in either direction."<sup>26</sup> District officials were especially apprehensive about guidance counselors — "some of whom have been out of the classroom for 20 years"<sup>27</sup> — who claimed teaching jobs in their second areas. One told of a former business teacher who had been moved into science: "It's been a disaster. He's out of his element."<sup>28</sup> There were, of course, some success stories of teachers who changed fields easily, but in District B there was no contractual protection against mistakes.

By contrast, the other two districts that permitted bumping required teachers to have recent experience or additional coursework beyond certification before moving into a second area. The contract for District C teachers called for 30 hours of coursework in the second subject field at the secondary level and 24 hours at the elementary level or in special education. The District C central office reviewed all credits submitted by teachers and, in the words of one administrator, "held the line on what was okay."<sup>29</sup> Disputes were settled by a tripartite council that included representatives of both the teacher union and the administration. The contract for District D required teachers to have recent coursework or experience. Teachers there could be qualified for a second area if they had, within the past five years, either taught in that area or passed two graduate courses with a grade of B or better.

Virtually all of those interviewed, including union leaders, believed that such constraints were necessary to protect the quality of the school program. Many ar-

gued that recent teaching experience in a field was worth more than college coursework. As one elementary principal said, "I believe we learn more by doing than by studying."<sup>30</sup> Similarly, one high school principal argued:

We have a veteran staff here. Having coursework is not having experience. For example, you can't move an elementary school counselor to the high school guidance department. It takes two or three years to break in a good counselor, and you can't expect teachers who've been teaching home economics to teach effective science classes, if they haven't taught science in 20 years.<sup>31</sup>

But teachers in District D could not acquire prior experience in an area unless administrators assigned them to teach there; because such assignments might be politically influenced, union leaders emphasized the importance of providing coursework as an alternative.

Those interviewed differed as to whether fewer courses, taken recently, were more valuable than many courses taken over a long period of time. District C called for more coursework (24 to 30 hours), but District D required that a teacher's six credits be acquired within the past five years. Although principals in District C said that they were generally satisfied with the quality control assured by the requirement of extensive coursework, many of those interviewed in other districts agreed with the principal in District D who argued:

Six credits now may be worth more than 30 credits then. Credit power doesn't impress me. It's possible for someone to pick up a credit every time someone comes to town with a moving circus.<sup>32</sup>

Another principal expressed concern that courses taken years before might no longer be relevant: "They need to be current; they need to feel confident that they are up to date."<sup>33</sup> One District D administrator argued, "This kind of retraining and constant renewal is good for the schools."<sup>34</sup> But a principal in the same district was unconvinced: "This is not renewal," he said. "This is simply teachers taking courses to protect their livelihoods."<sup>35</sup>

Asked whether they thought it was good to have staff members teaching in their second areas, most principals responded much like this one:

There are some people I would want in the building whatever they were teaching, and there are some people I wouldn't want in the building no matter what they were teaching.<sup>36</sup>

Administrators in all four school districts

agreed that there should be some prerequisites for teaching in a second area, but they recognized that these could be no more than safeguards, or, as one school official said, "damage control."

### Staff Reassignments

The process of reduction in force is not finished when layoff decisions have been made, for the teachers who have lost their jobs rarely hold the positions that have been cut. Then the questions arise, Who will be reassigned? How will they be reassigned? Though often upstaged by the more dramatic issue of layoffs, reassignment decisions are critical.

Some contracts specify that seniority and teacher preferences will govern reassignments. In such cases, the least senior teacher moves out when a position is cut in a school, and then that teacher bids on openings for similar positions in other schools. These subsequent positions are awarded on the basis of seniority. A reassignment process that is bound by such seniority rules may well compound the problems presented by layoffs. For example, an elementary school with a substantial minority population might well lose its only minority staff member. A high school math department might lose its only calculus teacher to a junior high school that cannot use his or her advanced skills. In such cases, districts cannot make the best use of their staff members.

None of the four district contracts gave seniority such weight in reassignments. In each, district administrators could exercise their judgment in making such decisions. Notably, though, only some did. The District A contract stated that involuntary transfers would be made on the basis of several criteria — academic preparation, seniority, performance, and major and minor areas of preparation. In 1981, however, when seven teachers filed grievances because they had been reassigned out of seniority order, the central office administrators ruled in favor of the teachers. One principal, asked whether he would apply the nonseniority criteria to decisions about involuntary transfers this year, said, "If I attempt to deviate, I will lose on the grievance. I doubt if any of us will try that again. We've learned our lesson."<sup>37</sup> Another said, "When I consider a transfer, I am to move the bottom man. If that fails to meet the requirements of the program, the superintendent has the power to step in after the fact for the good of the system. But that hasn't happened yet."<sup>38</sup>

District B officials took a very different stance. Seniority, the sole criterion for laying off teachers, played no role in reassigning the remaining staff. All teachers filed three requests for placement, and

the administration sought to match those requests with program needs. In most cases, teachers were given one of their three choices. One principal commented on the process:

Teachers in this school have definite security about their jobs, but they are not terribly secure — despite their seniority — about their assignments. It is the central administration's position that you work for the system, not for a particular school. No teacher has a proprietary right to a classroom.<sup>39</sup>

Principals regularly said that they thought they should have more influence over reassignment decisions, but they emphatically supported the administration's right to make the final decisions. One junior high school principal explained:

If I'm a track coach, I have to put kids where I need them to win the meet. I can say to a kid, "You have to run the 220 and the quarter mile." If he says, "I don't want to," then I can say, "You don't have to be on the team." But if I'm coaching the team, I have to decide where kids will benefit us the most. It's the same with schools.<sup>40</sup>

Officials in Districts C and D also exercised their powers to reassign staff, after consulting with teachers and principals about their preferences; in each of the three districts, union leaders reported that these administrative powers were not being abused. One union president commended the personnel director for doing "an excellent job of assigning staff."<sup>41</sup>

Seniority practices are often thought to be objective and responsive to teachers at the expense of protecting administrators' discretion and meeting school needs. The experiences of these four districts show, though, that negotiating a layoff system need not be a zero-sum game. Contract language that defines narrow layoff units and specifies the requirements for teaching in a second area can be objective and fair while maintaining instructional standards. A layoff system that limits bumping does so for the good of both teachers and students.

Although it is clear that there is no one best layoff system and that each system must be designed to fit local program needs, the structure of the school organization, and the realities of local school politics, certain features of seniority systems do appear to be better than others for schools. If a seniority-based layoff system is to preserve the specialization of the instructional program, insure that staff members are appropriately qualified for the courses they teach, and minimize disruptions of schools and classrooms, it should: 1) define layoff units that correspond to programmatic needs;

## **A good layoff system should meet employees' needs for fairness and help management to maintain school quality.**



2) prohibit sequential bumping; 3) set qualifications beyond certification that a laid-off teacher must meet before moving into a second instructional area; and 4) preserve the administration's prerogative to assign staff members where they will best serve the schools.

### Negotiating a Layoff System

A good seniority system must be a well-crafted one that has been shaped with careful attention to the relationships among layoff units, bumping rights, and reassignment procedures. It must be responsive to employees' needs for fair treatment and the responsibility of management to maintain good schools. It must be a system by design rather than by default, requiring the commitment and cooperation of both parties.<sup>42</sup>

How can such a system be negotiated in these times, when scarcity and uncertainty compel labor and management to take unyielding, dogmatic stances? The experiences of the four districts in this study suggest that hard bargaining may ultimately serve neither side well on this matter and that adversary tactics are inappropriate for resolving the complex problems of decline.

In District A — where the contract defined broad layoff units, permitted open bumping, and required no more than certification for a teacher to move into a second teaching area — negotiators had simply traded a very small salary offer by management for a strict seniority layoff clause demanded by the union.<sup>43</sup> By contrast, negotiators in the other three districts had intentionally designed their layoff systems.

A union leader in District B said, "The single disciplines were negotiated because the administration had a problem with the domino effect. They had to have some control over who was where in the system."<sup>44</sup> The District C tripartite council that reviewed teachers' qualifications to bump into a second area was created through cooperative negotiations, after "both sides recognized that the system we had was creating some problems."<sup>45</sup> In District D, virtually all the contract lan-

guage on layoffs had been drafted by a subcommittee. A union leader in District D reported that it became clear during negotiations that "two or three people working on it together could resolve it better than it could be resolved at the table," so union members worked directly with the personnel director and obtained "very good language."<sup>46</sup>

These experiences suggest that when negotiators fail to recognize the importance of jointly resolving the issue of layoffs, when either side forces concessions or precipitously concedes to the other side's demands, or when negotiators simply split the difference between extreme positions in an effort to settle the contract, the layoff system will probably not serve the schools well.<sup>47</sup>

Union demands for a "straight" seniority system are often viewed as non-negotiable demands with the full force of the teacher membership behind them. In fact, although the majority of teachers may support seniority as the only objective criterion for layoffs, they are quite divided in their views about layoff units, bumping rights, and reassignment procedures. The issue of reduction in force is fundamentally a teacher-versus-teacher matter. Given that layoffs are necessary, who should go and who should stay? Given an open position, who is entitled to it? Consequently, teachers in any district can be expected to differ among themselves about the best seniority system. Senior teachers might want broad bumping rights, while junior teachers might prefer that bumping be prohibited. Teachers with multiple certifications might support a contract permitting easy movement from one unit to another, while teachers with course specialties might advocate narrow layoff units and extensive prerequisites for bumping. Any particular contract provision inevitably limits the options of some teachers and protects the interests of others.

Moreover, teachers recognize that they have a stake in the quality and reputation of their schools and know that they will ultimately pay if the union contract compromises them.<sup>48</sup> Once assured that layoffs will be seniority-based, they can be responsive to proposals that would minimize disruption and insure appropriately qualified teachers for each position. A personnel administrator in District D recalled negotiations there: "The major issue was seniority. Once they were granted seniority, the rest fell into place rather smoothly."<sup>49</sup>

## Conclusion

No layoff system — and certainly no seniority-based layoff system — can at once cut large numbers of teachers and

preserve the diversity and specialization that have been built into school programs during the past two decades. However, the experiences of the four school districts in this study illustrate that it is possible to regulate and moderate the effects of layoffs and that no district need submit the future of its schools to a set of shortsighted rules.

While some view retrenchment as an opportunity to consolidate and strengthen school programs, those in the four schools in this study did not. They had come to know that layoffs cannot be made without a price, and they were mindful of that price. They spoke of losing young people "who keep the schools lively," and of seeing some "crackerjack" teachers leave the profession. But they had faced large staff cuts and had concluded that those cuts could best be made with a carefully constructed seniority system. No one claimed to have found the ideal system, but these people were realists. Theirs was not a story of refinement and progress, but a story of coping and cutting losses.

1. See, for example, M. Chester Nolte, "How to Tell Which Teachers to Keep and Which to Lay Off," *American School Board Journal*, June 1976, pp. 28-30. By contrast, Richard J. Murnane argues that seniority-based contracts may better insure equal educational opportunity than performance-based contracts in *Seniority Rules and Educational Productivity: Understanding the Consequences of a Mandate for Equality*, Project Report No. 8-A17 (Stanford, Calif.: Institute for Research on Educational Finance and Governance, 1980).

2. These arguments are summarized from Susan Moore Johnson, "Performance-Based Layoffs in the Public Schools: Implementation and Outcomes," *Harvard Educational Review*, May 1980, pp. 214-33.

3. Interview with District C principal, 6 May 1982.

4. Contracts were requested from 120 Massachusetts school districts in January 1982. The 75 that were received come from a very diverse group of districts. Interviews that I have reported here include those carried out for this study as well as those that were part of a previous study of teacher unionism. See Susan Moore Johnson, *Teacher Unions and the Schools* (Cambridge, Mass.: Institute for Educational Policy Studies, 1982).

5. Interview with District D union official, 14 April 1982.

6. Interview with elementary teacher, 20 September 1979.

7. Interview with high school principal, 4 November 1980.

8. Interview with elementary principal, 9 August 1979.

9. Interview with elementary principal, 6 November 1979.

10. See Johnson, *Teacher Unions*. . . , pp. 213-54.

11. Interview with elementary principal, 4 November 1980.

12. Proposition 2½ limits state and local tax on real estate and personal property to 2½% of their full and fair value. Starting in fiscal year 1982, those communities above the 2½% limit were required to reduce their taxes by 15% each year until that limit is reached.

13. Twenty-four interviews were conducted during spring of 1982. Those interviewed in each district included district administrators who had personnel responsibilities, union presidents and their associates, and at least three principals from elementary, junior,

and senior high schools. Principals were selected from among those recommended by school and union officials.

14. Other features of the layoff system, such as the definition of seniority or recall rights, are very important to clarify so that the system can be well-administered. But they do not have the same level of impact on school stability and quality.

15. The affirmative action language in the District B contract was very ambiguous. As a result, staff members there had been laid off without regard to race, and minority plaintiffs had taken the school district to court. In the remaining three districts, there were few minority staff members; in each case, layoffs had actually increased the percentage of minority teachers in the district. The issue of minority layoffs is currently the subject of considerable dispute. As this article is written, the Boston Teachers Union is arguing against layoffs by race before the U.S. Supreme Court.

16. Interview with District A administrator, 13 May 1982.

17. Interview with District A principal, 13 May 1982.

18. Interview with District D principal, 11 May 1982.

19. Interview with District B principal, 4 May 1982.

20. Interview with District B administrator, 15 April 1982.

21. Interview with District C administrator, 28 April 1982.

22. Interview with District D administrator, 30 April 1982.

23. Interview with District D principal, 11 May 1982.

24. Interview with District D administrator, 30 April 1982.

25. Interview with District A administrator, 13 May 1982.

26. Interview with District A principal, 13 May 1982.

27. Interview with District A administrator, 13 May 1982.

28. Interview with District A administrator, 13 May 1982.

29. Interview with District C administrator, 28 April 1982.

30. Interview with District A principal, 13 May 1982.

31. Interview with District C principal, 6 May 1982.

32. Interview with District A principal, 13 May 1982.

33. Interview with District A principal, 13 May 1982.

34. Interview with District D principal, 11 May 1982.

35. Interview with District D principal, 11 May 1982.

36. Interview with District D principal, 11 May 1982.

37. Interview with District B principal, 4 May 1982.

38. Interview with District B principal, 4 May 1982.

39. Interview with District A principal, 13 May 1982.

40. Interview with District A principal, 13 May 1982.

41. Interview with District D union officer, 14 May 1982.

42. Arthur Sloan and Fred Whitney write of layoff systems: "Perhaps no other phase of the collective bargaining relationship demands so much of company officials and union leaders in terms of common sense, good faith, and reciprocal recognition of the problems of management, the labor organization, and the employees." See Sloan and Whitney, *Labor Relations*, 3rd ed. (Englewood Cliffs, N.J.: Prentice-Hall, 1977), p. 409.

43. Interview with District A administrator, 13 May 1982.

44. Interview with District B union officer, 20 April 1982.

45. Interview with District C administrator, 28 April 1982.

46. Interview with District D union officer, 14 May 1982.

47. The practice of "principled negotiations" is described well in Roger Fisher and William Ury, *Getting to Yes: Negotiating Agreement Without Giving In* (Boston: Houghton Mifflin, 1981).

48. Teachers' ambivalence about unionism is discussed in Johnson, *Teacher Unions*. . . , pp. 234-39.

49. Interview with District D administrator, 30 April 1982. □