

Teacher Tenure or Continuing Contract Laws

Updated by Kathy Christie and Jennifer Dounay Zinth

August 2011

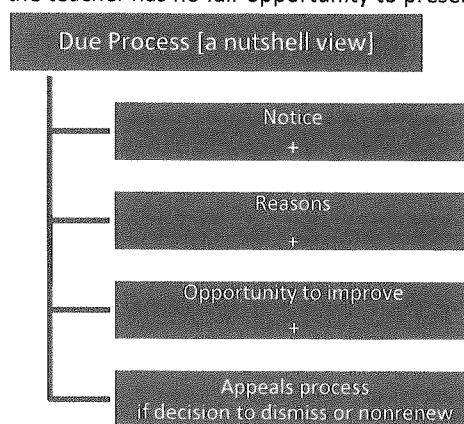
Summary Note: This year, as of August 2011, 18 state legislatures had modified at least some element of their tenure or continuing contract policies — and many of those amendments made important changes. Most significantly, the Idaho legislature was the first to explicitly state that, “No new employment contract between a school district and certificated employee shall result in the vesting of tenure, continued expectations of employment or property rights in an employment relationship.”

“No new employment contract between a school district and certificated employee shall result in the vesting of tenure, continued expectations of employment or property rights in an employment relationship.”
~ Idaho S.B. 1108, enacted 2011

In the past, states have addressed the issue of teacher dismissal in various ways. Some state legislatures simply eliminated the term tenure from the law; some tightened the due process timelines and/or due process elements, such as hearings and appeals; and other states stipulated the collective bargaining process as the means of determining nonrenewal and/or dismissal at the local school district level. However, more recently, an increasing number of states have begun to more significantly rewrite their laws related to teacher tenure. An increasing number of states, for example, are distinguishing between renewal at the end of a contract and dismissal during the term of a contract. More state legislatures are beginning to embed teacher performance evaluation in decisions to grant tenure or to explicitly state the terms of contracts.

Tenure or Continuing Contract Status

What it is: The first tenure law was enacted about 85 years ago in New Jersey. At that time, job protection was seen as necessary because of prevalent nepotism, political favoritism and arbitrary dismissals. Teacher tenure is, therefore, not a job guarantee but rather a job security device protecting against termination of employment in cases where there are not grounds for termination or where the teacher has no fair opportunity to present a defense. To gain tenure, teachers must generally complete a specified period of probationary employment, usually three years. The tenured teacher is assured notice, a statement of causes or reasons for termination, and a hearing before the school board, arbitrator or specified person/group. The teacher usually can appeal the decision of the board or arbitrator. Tenure can be provided by law through a state statute or earned through a period of continuous contractual employment.



What it's not: Tenure does not require continuing the employment of an incompetent teacher; all tenure laws provide for dismissal of incompetent or inefficient teachers.

How it's granted: In general, schools and districts have great latitude in deciding whether to grant initial tenure, as long as decisions are not discriminatory nor based on teachers' exercise of academic freedom. Most laws specify the number of years during which teachers are "probationary" — years during which their contracts might not be renewed. Even integrating performance evaluation that includes a teacher's impact on student outcomes is not incompatible with the tenure system. Some tenure statutes do not address performance evaluation at all, while others mandate evaluation criteria in substantial detail and make evaluation an integral part of the tenure state employment and dismissal laws. Because tenure is a product of legislation, there is no legal obstacle preventing states from strengthening the evaluation component of tenure.

Part I: Teacher Tenure/Continuing Contract Provisions						
State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
AL	3 + R (R = Teacher must return to begin the next school year or sign a contract committing to service in the next school year. Unless otherwise noted, all years listed as required for non-probationary status are academic years)	<ul style="list-style-type: none"> Tenure Continuing service status ALA. CODE §§ 16-24-1 to 16-24-13	Notice: Before last day of term of school year & within 10 days of a board decision Hearing: Hearing officer, at teacher's request	Panel of neutrals and hearing officer	Alabama Educator Code of Ethics includes 9 standards of ethical conduct. Does not confer or create any enforceable right or protected interest in or to a specific position, rank, work site or location, assignment, title or rate of compensation within those categories of employment. Is not transferable from one employer to another.	2011
AK	3 + R	<ul style="list-style-type: none"> Employment and tenure Teachers Tenure Act ALASKA STAT. §§ 14.20.095 to 14.20.215	Notice: March 16 Hearing: Local board of education, at teacher's request	Judicial review based on the administrative record in superior court		1999
AZ	3 + R	<ul style="list-style-type: none"> Certified teacher (employed by the district for the major portion of 3 years) ARIZ. REV. STAT. §§ 15-536 to 15-551	Notice: Unclear/unspecified date certain Hearing: Local board of education, at teacher's request	Superior Court in the county where the teacher is employed	The governing board decides whether to hold the hearing or designate a hearing officer to hold the hearing, hear the evidence, prepare a record and issue a recommendation to the governing board for action. Legislative change in 2009 reduces time teachers are allowed to correct an "inadequacy in classroom performance" from 85 days to not less than 60 instructional days.	2009

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
AR	3 + R	<ul style="list-style-type: none"> Teacher Fair Dismissal Act Probationary teacher <p>ARK. CODE ANN. §§ 6-17-1501 to 6-17-1510</p>	<p>Notice: May 1</p> <p>Hearing: District board of directors, at teacher's request</p> <p>State Board of Education</p>	Circuit Court of the county where district is located	Statutes state this is not a teacher tenure law "in that it does not confer lifetime appointment nor prevent discharge of teachers for any cause which is not arbitrary, capricious, or discriminatory."	2005
CA	2 + R for employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter	<ul style="list-style-type: none"> Tenure Continuing contract Permanent status <p>CAL. EDUC. CODE §§ 44929.20 to 44988</p>	<p>Notice: March 15</p> <p>Hearing: Commission on Professional Competence, at teacher's request</p>	Superior Court	Variations for districts with fewer than 250 pupils in average daily attendance (ADA) and over 60,000 pupils in ADA. The Commission on Professional Competence consists of 1 member selected by employee, 1 member selected by the governing board (both of whom must be certified teachers with 5 years experience) and an administrative law judge.	2006
CO	<p>3 w/ 3 consecutive years of demonstrated effectiveness</p> <p>Return to probationary status:</p> <p>Nonprobationary teacher becomes probationary again if 2 consecutive years of demonstrated ineffectiveness</p>	<ul style="list-style-type: none"> Continuing contract Probationary teacher <p>COLO. REV. STAT. §§ 22-63-201 to 22-63-206; 22-63-301 to 22-63-302</p>	<p>Notice: Subject to local policy</p> <p>Hearing: For nonprobationary teachers, allows for appeal to the supt. or designee (or collective bargaining agreement) of a second consecutive performance rating of "ineffective"</p> <p>Decision may be followed by a request for review by a mutually agreed-upon third party (decision is final)</p>	Court of Appeals	<p>Following due process, nonprobationary teachers may be dismissed if performance rating is "ineffective."</p> <p>All elements described here take effect only at such time as the Performance Evaluation System based on Quality Standards take effect.</p> <p>Portability: Beginning 2014-15, a nonprobationary teacher who is hired by another district can apply to provide evidence of 2 consecutive years of ratings in good standing and be granted nonprobationary status.</p>	2010

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
CT	Hired on or after 07/01/96: 40 months Hired prior to 07/01/96: 30 months Probationary teachers employed by a board of education that enters into a cooperative arrangement may count previous continuous employment towards tenure	<ul style="list-style-type: none"> Tenure CONN. GEN. STAT. § 10-151	Notice: At any time Hearing: Local board of education or subcommittee of the board, at teacher's request, or impartial hearing officer or panel. Panel consists of 3 members: 1 chosen by superintendent, 1 by teacher and those 2 members choose a third. If they can't agree, selection is done with assistance of the American Arbitration Association. If no agreement is reached, a hearing is held before the board of education or subcommittee of the board.	Superior Court	Distinct timelines (i.e., hearing within 15 days of request; notice of non-renewal or termination must be followed within 7 days with a list of reasons; teacher has 20 days to request hearing; and administrators who evaluate teachers must receive 15 hours of training every 5 years). In 2010, legislation established the Performance Evaluation Advisory Council to assist in the development and implementation of the teacher evaluation guidelines.	2011
DE	Hired after the 2009/2010 school year: 3 + at least 2 years of "Satisfactory" ratings in the "Student Improvement" component of the teacher appraisal process within a 3-year period Hired prior to the 2009/2010 school year: 3 years, at least 2 of which 2 were in the employ of the terminating board	<ul style="list-style-type: none"> Procedures for the Termination of Services of Professional Employees DEL. CODE ANN. tit.14, §§ 1401 to 1420	Notice: May 15 Hearing: Local board of education, at teacher's request. The board may designate a hearing officer to conduct hearing.	Superior Court for the county in which the teacher was employed	Reasons for the intended termination of services must be included in the written termination notice to a teacher with 3 years of service.	2010
FL	Hired after 7/1/2011: 1 + R Hired prior to 7/1/2011: 3 + R Eff. 7/2011: After successful completion of 1-year probationary contract, a teacher is placed on annual contract. District board may choose not to award an annual contract without cause (1012.335(1)(a)) An annual contract may	<ul style="list-style-type: none"> Annual contract Professional Service Contract Continuing Contract Probationary contract FLA. STAT. ch. 120.68; 1012.22 to 1012.33	Notice: for annual contracts, at any time; for cont. contract – April 1 (when rec. must be made to district board) Hearing: Annual contract teachers may request a hearing, which may be conducted by the district board or a subcommittee thereof Professional Service Contract (PSC)	Local board decision is final	Eff. July 2011, all new hires are on annual contracts. "Probationary contract" is a 1-year contract for a new hires. Probationary contract employees may be dismissed without cause or may resign without breach of contract. A probationary contract is awarded regardless of previous employment in another school district or state. Teachers employed before 7/1/84 are under continuing	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
	be awarded only if the employee has not received 2 consecutive "Unsatisfactory" annual performance evaluations, 2 "Unsatisfactory" annual performance evaluations in a 3-year period, 3 consecutive "Needs Improvement" annual performance evaluations or a combination of "Needs Improvement" and "Unsatisfactory"		teachers may request a hearing before the board of education or an administrative law judge. Hearing processes do not apply to continuing contract teachers, though a continuing contract teacher may appeal a district board dismissal decision through the district court of appeals.		contract; teachers hired after 7/1/84 are under a professional service contract. A Professional Services Contract renews each year unless 1) unsatisfactory performance or 2) 2 consecutive annual ratings of unsatisfactory, 2 ratings of unsatisfactory within a 3-year period, or 3 consecutive ratings of needs improvement or a combination of needs improvement and unsatisfactory Florida is moving to a performance-based salary effective 7/1/2014, and instructional personnel on continuing contract or professional service contract may opt into the performance salary schedule if the employee relinquishes such contract and agrees to be employed on an annual contract. For more details, see Part II.	
GA	3 + R	<ul style="list-style-type: none"> • Annual contract • Continued employment • Clearance certificate • Professional educator certificate <p>GA. CODE ANN. §§ 20-2-211; 20-2-211.1; 20-2-940 to 20-2-947</p>	<p>Notice: April 15</p> <p>Hearing: Local board of education, at teacher's request</p> <p>Board may designate a tribunal to conduct the hearing</p>	State board of education	If a tribunal is selected to hear the case, it shall consist of not less than 3 or more than 5 impartial persons with academic experience. Recommendations of the tribunal are submitted to the board, which renders the final decision.	2010
HI	1	<ul style="list-style-type: none"> • Tenure Rights • Probationary period • Collective bargaining <p>HAW. REV. STAT. §§ 89-6 to 89-11; 302A-602 to 302A-609</p>	<p>Notice: Determined by collective bargaining negotiations</p> <p>Hearing: Determined by collective bargaining negotiations</p>	Determined by collective bargaining negotiations	Collective bargaining rules allow for the negotiation of procedures governing dismissal and discipline of teachers.	2008

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
ID	<p>Eff. 2011: No new employment contract between a school district and certificated employee shall result in the vesting of tenure, continued expectations of employment or property rights in an employment relationship</p> <p>For teachers hired after 01/2011: No nonprobationary granted</p> <p>For teachers employed 01/2011: 3 + R</p>	<p>For teachers hired after 01/2011</p> <ul style="list-style-type: none"> Annual Contracts (Category A or Category B – see “other” column) <p>For teachers employed & grandfathered 01/2011:</p> <ul style="list-style-type: none"> Renewable contract, although can be renewed for same, shorter or longer term and greater, lesser or equal salary <p>IDAHO CODE §§ 33-513; 33-515; 33-515a</p>	<p>Notice: For Category A or B: July 1 and must accept in writing by July 20</p> <p>For grandfathered teachers: Assume renewal but must accept by 7/20</p> <p>Hearing: For teachers hired after 01/2011: no hearing</p> <p>Category B contract: informal review by board (see “other” column)</p> <p>For grandfathered teachers: At teacher’s request, informal review before the local board or the board’s designee</p>	<p>For teachers hired after 01/2011: none</p> <p>Category B contracts: Informal review by local board and decision final</p> <p>For grandfathered teachers: District court in the county where the district is located</p>	<p>For teachers hired after 01/2011:</p> <p>2 categories of contracts: Category A and B</p> <p>Category A: Applies to new or teachers having been employed 1 or more years. 1 year with no expectation of re-employment and no review.</p> <p>Category B: Applies to new hires or teachers who were in their 3rd year of employment when law enacted in 2011. 2-year contract offered at discretion of the board for teachers in 4th or more year of continuous employment with same district.</p> <p>Board can add additional year after the first year, resulting in a new 2-year contract. Requires written statement of reasons if not re-employed and allows for informal review of school’s decision by the local board. No property rights granted and not entitled to a formal review.</p> <p>For grandfathered teachers: Teachers have right to automatic renewal of contract after third full year by giving written acceptance of renewal by July 1. Specific timelines for due process if nonrenewed.</p>	2011
IL	<p>4 + R (Based on performance-evaluation for teachers first employed in a district on/after implementation date (no later than 9/1/2012) of Performance Evaluation Reform Act (PERA))</p> <p>For probationary teacher appointed after July 2013:</p> <p>--3+R (if 3 consecutive</p>	<p>Contractual continued service</p> <p>105 ILL. COMP. STAT. 5/10-22.4; 5/24-11 to 5/24-16.5; 5/34-84 and -85, 5/34-85c</p>	<p>Notice: At least 45 days before the end of any school term (for those employed after 9/1/2012)</p> <p>Hearing: Hearing at teacher’s request. May be before a mutually selected hearing officer, with the cost split evenly by the board and the teacher, or before a board-selected hearing officer, with the cost</p>	<p>Under traditional process: Judicial review by appeal of either party</p> <p>For teacher dismissed under alternative evaluative dismissal process: Judicial review by teacher’s</p>	<p>Under alternative evaluative dismissal process, if hearing officer recommended dismissal, local board’s decision may be reversed only if found to be arbitrary, capricious, an abuse of discretion or not in accordance with law.</p> <p>New (2011) provision of 105 ILCS 5/34-85 (just for Chicago) adds that no written warning of causes is required if the causes have been the subject of a remediation plan, or for</p>	2011 (S.B. 7)

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
	<p>"excellent" reviews in first 3 years of full-time service)</p> <p>--4+R (if receives a rating of at least "Proficient" in the last school term and rating of at least "Proficient" in either the 2nd or 3rd school term)</p> <p>2+R (if 2 consecutive "Excellent" annual evaluations in the current district, teacher previously earned contractual continued service in another district in the state and voluntarily left the former district or was released by RIF in school term immediately before starting in new district, and was rated at least "Proficient" in 2 most recent annual or biennial evaluations from prior school district after PERA implemented)</p>		<p>paid by the board</p> <p>New (2011) sec. [105 ILCS 5/24-16.5] provides "optional alternative evaluative dismissal process for PERA evaluations" (see causes for dismissal, Part II for details)</p>	appeal	conduct on the part of a teacher or principal that is cruel, immoral, negligent, or criminal or that in any way causes psychological or physical harm or injury to a student.	
IN	<p>Under contract prior to 7/2012 + R</p> <p>Under contract but not under any contract prior to 7/2012 and: no rating or rating of ineffective and has not received 3 rating in a 5-year period of effective or highly effective</p> <p>Professional teacher w/rating of ineffective considered probationary</p> <p>Under contract prior to 7/2011: 2 + R for semi permanent teachers 5 + R for permanent teachers</p> <p>Indefinite contract with a permanent teacher can</p>	<ul style="list-style-type: none"> • Probationary teacher • Established teacher • Professional teacher <p>Prior to 7/2011:</p> <ul style="list-style-type: none"> • Indefinite contract • Permanent teacher • Semi permanent or nonpermanent teacher <p>IND. CODE §§ 20-28-6-1 to 20-28-6-10; 20-28-7-1 to 20-28-7-15</p>	<p>Notice: Between May 1 and July 1 for reduction in force</p> <p>Hearing: Conference with superintendent, then governing body of school corporation at teacher's request but no arbitration or hearing for dismissals based on incompetence.</p>	Governing body decision is final	<p>"incompetence" defined as either "ineffective" rating on 2 consecutive evaluations or 2 consecutive "improvement necessary" ratings or "ineffective" or "impr. necessary" rating in 3 out of 5 years. Can be dismissed for incompetence.</p> <p>For contracts prior to 7/2011: Indefinite contracts have 2 levels: permanent and semi-permanent.</p> <p>Reasons for termination of semi-permanent teachers include, "the cancellation is in the best interest of the school corporation." All hearing and contract procedures are the same.</p> <p>Annual evaluations for all teachers.</p>	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
	be cancelled for cause (see Part II) and notes column					
IA	3 Board may extend the probationary period for an additional year with the consent of the teacher	<ul style="list-style-type: none"> Probationary period IOWA CODE §§ 279.13 to 279.19	Notice: April 30 Hearing: Board of education, at teacher's request in private hearing	Adjudicator (requested by teacher); District court of the county where the administrative office of the school district is located (requested by either party)	Collective bargaining agreements supersede statutory provisions concerning execution of teacher contracts and automatic renewal of contracts. In appeal, adjudicator is agreed upon between teacher and board.	2003
KS	3 + R State board may waive, at any time, the years of employment requirements for any teachers employed at a state school	<ul style="list-style-type: none"> Tenure Continuing contract KAN. STAT. ANN. §§ 72-5445; 72-5411; 72-5437 to 72-5447	Notice: 3 rd Friday in May Hearing: Hearing officer, at teacher's request	District court	Hearing officers are selected by teacher and district board from list provided by the state commissioner of education. Local board of education may waive years of employment requirement for teachers employed in the district.	2009
KY	4 + R	<ul style="list-style-type: none"> Tenure Continuing service contract Limited contract KY. REV. STAT. ANN. §§ 161.720 to 161.810	Notice: May 15 Hearing: Chief state school officer appoints a tribunal, at teacher's request, consisting of 1 teacher, 1 administrator and 1 lay person; none of whom may be residents of the district in which the teacher was employed	Circuit Court with jurisdiction over the school district	No requirement to renew limited contract but must give reasons. Continuing service contract: "a contract for the employment of a teacher which shall remain in full force and effect until the teacher resigns or retires, or until it is terminated or suspended as provided in KRS 161.790 and 161.800."	2008
LA	3	<ul style="list-style-type: none"> Tenure Probationary teacher LA. REV. STAT. ANN. §§ 17:441 to 17:443	Notice: 12 days before termination of contract Hearing: Required before the local board of education	Court of competent jurisdiction	Teacher must file appeal to the court of competent jurisdiction within 1 year of the board's findings.	2003
ME	3	<ul style="list-style-type: none"> Continuing contract status ME. REV. STAT. ANN. tit. 20A §§ 13201 to 13202, 26 § 972	Notice: at least 6 months before termination of contract Hearing: Local board of education, at teacher's request	Superior Court	Subsequent contracts of duly certified teachers must be for not less than 5 years. Initial contract after the probationary period is for 2 years. Contracts are automatically extended for additional year in subsequent	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
					years. Collective bargaining rules allow for negotiation of just cause for dismissal or non-renewal of teachers who have served beyond probation.	
MD	3	<ul style="list-style-type: none"> Tenure Probationary period <p>MD. CODE ANN., EDUC. §§ 6-201 through 6-203</p>	<p>Notice: Unclear/Not specified</p> <p>Hearing: Local board of education, at teacher's request</p>	State board of education	<p>All contracts are 1-year contracts.</p> <p>If teacher not on track to qualify for tenure at any formal evaluation point, district required to assign a mentor.</p> <p>Employees can retain tenure if hired in another district provided that his/her contract is renewed after 1 year in the new district and the last evaluation in the departed district is satisfactory or better and there has been no break in service longer than 1 year. Probationary period may be extended for a 2nd year if doesn't meet performance evaluation criteria but demonstrates potential for improvement.</p> <p>In 7 counties and Baltimore the county board may have the hearing first heard by a hearing examiner.</p>	2010
MA	3	<ul style="list-style-type: none"> Tenure Professional teacher status <p>MASS. GEN. LAWS ch. 71 §§ 41 to 42</p>	<p>Notice: Not specified except for those without professional status: June 15</p> <p>Hearing: Teacher petitions commissioner of education, who in turn requests arbitration by the American Arbitration Association (AAA)</p>	Decisions of arbitrator are subject to judicial review	The district superintendent, with the principal's recommendation, can award professional teacher status to any teacher who has served not less than 1 year in the principal's building.	2010
MI	<p>5+ rated as effective or highly effective on his/her 3 most recent annual performance evaluations</p> <p>4+ rated as highly effective on 3 consecutive annual</p>	<ul style="list-style-type: none"> Teacher under contract Continuing tenure <p>MICH. COMP. LAWS §§ 38.81, 38.82, 38.83,</p>	<p>Notice: Individualized dev't plan (requires teacher to make progress toward goals w/in a specified time period), not to exceed 180 days; board can act if goals not met</p>	<p>State tenure commission; Court of Appeals</p> <p>Administrative law judge issues preliminary</p>	A teacher on continuing tenure who receives an "Ineffective" or "Minimally Effective" year-end performance evaluation must receive an individualized development plan, which must require the teacher to make progress toward	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
	performance evaluations 4 for a teacher under contract but not on continuing tenure as of 7/19/11	38.83a, 38.91, 38.93, and 38.101 to 38.104	Hearing: Administrative law judge	decision. A party may file a statement of exceptions to the decision with the tenure commission, which may adopt, modify or reverse the preliminary decision and order. The tenure commission decision may be appealed to the court of appeals.	individual development goals in not more than 180 days.	
MN	3 (1st evaluation within 90 days and 3X throughout year – for probationary)	<ul style="list-style-type: none"> Continuing contract Probationary period MINN. STAT. § 122A.40	Notice: April 1 Hearing: Local board of education or arbitrator, at teacher's request	Judicial review of board of education decision after hearing	Detailed and specific evaluation and peer review process for probationary and continuing contract teachers that includes 3-year review cycle for nonprobationary teachers. Summative evaluations must give teachers not meeting professional teaching standards support and must discipline a teacher for not making adequate progress in the teacher improvement process that might include a last-chance warning, termination, discharge, nonrenewal, transfer, leave of absence or other discipline. [122A.40.8] (Applies to all collective bargaining agreements ratified after 7/1/2013)	2011
MS	2 in Mississippi district and 1 + in current district	<ul style="list-style-type: none"> "Employee" School Employment Procedures Law MISS. CODE ANN. §§ 37-9-25; 37-9-59	Notice: April 15 or 10 days after governor approves appropriations bill Hearing: Local board of education, at teacher's request	Chancery Court where school board is located; State Supreme Court	School board has authority to enter into contracts with teachers, not to exceed 3 years, based on the number of years they have been employed (e.g. 2 years employed, up to 2-year contract).	2010
MO	5 + R	<ul style="list-style-type: none"> Teacher Tenure Act Permanent teacher Indefinite Contract 	Notice: Unclear/Unspecified Hearing: Hearing officer appointed by the local board of education, at	None	Specific provisions which must be included in an indefinite contract are provided by statute.	2011 (minor change) 2010

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
		MO. REV. STAT. §§ 168.221 and 168.101-108	teacher's request			
MT	3 + R	<ul style="list-style-type: none"> Tenure MONT. CODE ANN. §§ 20-4-203 to 20-4-207	Notice: June 1 Hearing: Required before the board of trustees unless waived by teacher	County superintendent ; district court of county where teacher was employed	If employment of tenured teacher is covered by a collective bargaining agreement, an appeal is sent to an arbitrator whose decision is final and binding.	1997
NE	3	<ul style="list-style-type: none"> Tenure Probationary certified employee NEB. REV. STAT. §§ 79-824 to 79-833, 79-840-842	Notice: April 15 Hearing: Local board of education, at teacher's request In a Class IV or V school district, a school board or certified employee may require that hearings be conducted by a hearing officer. School board makes decision based on hearing officer's findings.	Error proceedings in district court	Employee performance standards must reflect student achievement. Probationary teachers are observed once per semester.	2004
NV	3 + receive "satisfactory" on performance evaluations for 2 consecutive years + receive offer for year 4 Post-probationary return to probationary status: If evaluated as minimally effective or is evaluated as minimally eff. during 1 year of 2-yr. consecutive period and ineffective during other year of the period – or is overall designated as below average, for 2 consecutive years	<ul style="list-style-type: none"> Probationary employees Post-probationary employees NEV. REV. STAT. §§ 391.311 to 391.3197	Notice: May 1 Hearing: For probationary and post-probationary, if notified of dismissal before completion of school year, employee can request expedited hearing pursuant to Expedited Labor Arbitration Procedures teacher's request Post-probationary: If annual eval. is overall "minimally effective" or "ineffective," must be evaluated 3X in next year. If evaluated 3X and receives unsatisfactory eval. On the 1st or 2nd, may request that the 3rd be conducted by another administrator.	Probationary employee employed on 3 1-year contracts, with no right to employment after any After 3rd year, though, must be provided with reasons	If written evaluation is "unsatisfactory," the evaluation must include the following statement: <i>"Please be advised that, pursuant to Nevada law, your contract may not be renewed for the next school year. If you receive two evaluations for this school year which designate your performance as 'unsatisfactory,' and if you have another evaluation remaining this school year, you may request that the evaluation be conducted by another administrator. You may also request, to the administrator who conducted the evaluation, reasonable assistance in correcting the deficiencies reported in the evaluation for which you request assistance, and upon such request, a reasonable effort will be made to assist you in correcting those deficiencies."</i>	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
					391.317 requires notice and sets due process and timeline provisions.	
NH	5 consecutive years in any district in the state and has 3 consecutive years in current district Prior to 07/1/2011: 3 consecutive years in any district in the state and has 2 consecutive years in current district	<ul style="list-style-type: none"> Re-nominated or reelected N.H. REV. STAT. ANN. §§ 189.13 to 189.14-d	Notice: April 15 or w/in 15 days of legislature's adoption of district budget but no later than Friday following 2nd Tuesday in May Hearing: State board of education, at teacher's request; can request arbitration under terms of a collective bargaining agreement	No other appeal		2011
NJ	3 + R	<ul style="list-style-type: none"> Tenure N.J. STAT. ANN. §§ 18A:6-10 to 18A:6-29; 18A:28-5	Notice: Unclear Hearing: Administrative law judge after review by state commissioners of education or person appointed by the commissioner	State board of education	If charge is inefficiency, state board of education must give employee 90-day period to correct the inefficiency. Teachers may receive tenured status after 3 consecutive calendar years or shorter period fixed by the employing board.	1999
NM	3 5 for a level-2 license	<ul style="list-style-type: none"> Employment contracts Tiered licenses N.M. STAT. ANN. §§ 22-10A-21 to 22-10A-25	Notice: On or before last day of school year of existing contract Hearing: Local board of education, at teacher's request	Independent arbitrator	Arbitrator's decision binding on both parties. Arbitrator selected by board and employee or appointed by presiding judge. Contracts can be issued at local board's discretion for up to 3 years for teachers with over 3 years consecutive service. All employees are afforded a hearing if discharged prior to contract completion.	2010
NY	3	<ul style="list-style-type: none"> Tenure N.Y. EDUC. LAW §§ 3014; 3020 to 3020-a	Notice: May 15 Hearing: Hearing officer (arbitrator), at teacher's request	State Supreme Court	The teacher may elect to have disciplinary procedures conducted under statute or collective bargaining agreement. If charges against a teacher involve pedagogical incompetence, the teacher may elect to have a 3-person panel (consisting of the hearing officer, 1 member selected by the local board and 1 member selected by the employee) conduct the hearing.	2007

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
NC	4	<ul style="list-style-type: none"> Career status <p>N.C. GEN. STAT. § 115C-325</p>	<p>Notice: May 15</p> <p>Hearing: Impartial hearing officer appointed by the Superintendent of Public Instruction (per state board's list of hearing officers) prior to board decision, at teacher's request, or before the board if there is a failure to file the hearing report prior to a decision by the board</p>	Hearing officer decision is final	<p>The district superintendent and the employee may jointly agree on a case manager to hear case. Otherwise, the case manager is selected by the superintendent of public instruction. Legislation in 1998 reduced employee dismissal procedure timelines and requires certified staff in low-performing schools to submit to evaluations upon the recommendation of the principal of the school or assistance team. If the teacher fails 2 evaluations, dismissal procedures are initiated. If dismissal procedures are initiated, the staff member has a right to a hearing.</p> <p>See Part II for details on "inadequate performance."</p>	2011
ND	Not specified	<ul style="list-style-type: none"> Contracts <p>N.D. CENT. CODE §§ 15.1-15-01 to 15.1-15-12; 28-32-42</p>	<p>Notice: No earlier than March 1 and no later than April 15</p> <p>Hearing: Closed hearing determined and directed by administrative law judge (appointed by director of administrative hearings)</p>	District court	<p>No tenure provisions exist. Dismissals are handled by the local board or through revocation of teacher's certificate by the education standards and practices board.</p>	2009
OH	3	<ul style="list-style-type: none"> Continuing contract Limited contract <p>OHIO REV. CODE ANN. §§ 3319.08 to 3319.16</p>	<p>Notice: April 30</p> <p>Hearing: With local board</p>	<p>Court of common pleas of the county where the largest portion of territory of the district is located</p> <p>Court may not order a board to reemploy a teacher except on procedural grounds (i.e., unless it determines that evaluation procedures have not been complied with, or that the</p>	<p>Limited contract: The term of an initial limited contract for a classroom teacher cannot exceed 3 years.</p> <p>Any subsequent limited contract entered into with that classroom teacher is for a term of not less than 2 years and not more than 5 years.</p> <p>Notice to nonrenew by April 30th</p>	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
				board did not give the teacher written notice on or before the 30th of April of its intention not to reemploy the teacher)		
OK	<p>3 Probationary teacher rated as "ineffective" for 2 consecutive school years shall be dismissed or not reemployed</p> <p>Probationary teacher who has not attained career teacher status within a 4-year period shall be dismissed or not reemployed</p>	<ul style="list-style-type: none"> Career teacher Probationary teacher Teacher Due Process Act 1990 <p>OKLA. STAT. tit 70, §§ 6-101.3; 6-101.20 to 6-101.30</p>	<p>Notice: 1st Monday in June</p> <p>Hearing: Before the local board of education, conducted according to procedures established by the state board of education</p>	Decision of the school board is final	School administrators who note poor performance or conduct in evaluations must admonish the teacher in writing and provide them with up to 2 months to improve the performance or conduct.	2011
OR	3 + R	<ul style="list-style-type: none"> Accountability for Schools for the 21st Century Law Contract teacher <p>OR. REV. STAT. §§ 342.805 to 342.934</p>	<p>Notice: March 15</p> <p>Hearing: Hearing officer, at teacher's request, followed by fair dismissal appeals board</p>	Court of Appeals on procedure; Appellate Court; Supreme Court	Contract teachers are employed by a school district under 2-year contracts. Teachers may elect to pursue grievances through arbitration if agreed to by the district. Hearing officers or arbitrators are selected through lists retained by the employment relations board. State will reimburse boards for any appeal and dismissal costs. In forced layoffs, boards may use competency criteria rather than seniority.	2007
PA	<p>2 if hired prior to 06/30/96</p> <p>3 if hired on or after 06/30/96</p>	<ul style="list-style-type: none"> Tenure <p>PA. STAT. ANN. tit. 24, §§ 11-1121 to 11-1133</p>	<p>Notice: Unclear</p> <p>Hearing: Required before the local board of education</p>	Superintendent of public instruction	If an employee is to be dismissed for incompetence or unsatisfactory teaching performance, the employee must be rated under an approved rating system.	1996
RI	3	<ul style="list-style-type: none"> Tenure <p>R.I. GEN. LAWS §§ 16-13-1 to 16-13-8</p>	<p>Notice: 1 month prior to close of school year</p> <p>Hearing: Local board of education, at teacher's request</p>	Department of elementary and secondary education; Superior court	A school committee may agree, in a collective bargaining agreement, to the arbitration of disputes arising out of the dismissal of a tenured teacher.	1997
SC	2	<ul style="list-style-type: none"> Teacher Employment and Dismissal Act 	<p>Notice: April 15</p> <p>Hearing: Local board of trustees, at teacher's</p>	Court of Common Pleas of any county in which the	All teachers are initially contracted with a 1-year induction contract period. They then progress through	2004

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
		<ul style="list-style-type: none"> Continuing contract level <p>S.C. CODE ANN. §§ 59-25-40 to 59-25-530; 59-26-40</p>	request	major portion of district lies	either an annual contract level or provisional contract level. Teachers completing an annual level and evaluation process become eligible for continuing contract level.	
SD	3 + R	<ul style="list-style-type: none"> Non-renewal of contract <p>S.D. CODIFIED LAWS §§ 13-43-6.1 to 13-43-6.6</p>	<p>Notice: April 15</p> <p>Hearing: Local board of education, at teacher's request</p>	State Circuit Court	School boards may elect not to renew a contract, without further process or reason, for teachers without a 4th consecutive term of employment. Collective bargaining agreements cannot supersede right to terminate or limit the protection afforded to teacher. If terminated for reduction in force, only written notice is required.	2005
TN	<p>5 or not less than 45 mos. within 7-year period as probationary teacher, the last 2 as regular teacher (not interim) and evaluations demonstrating "above expectations" or "significantly above expectations" during last 2 years of probation + R (return). Board must grant tenure.</p> <p>Tenured teachers who have 2 consecutive years of overall performance level of "below expectations" or "significantly below expectations" may lose tenure status until 2 consec. yrs. of "above" or "significantly above" expectations. Board must grant tenure.</p> <p>For teachers acquiring tenure after 7/15/2011: Teachers with tenure who resign and come back must serve 2-year probationary period and demonstrate effective performance prior to being granted tenure</p>	<ul style="list-style-type: none"> Tenure <p>TENN. CODE ANN. §§ 49-5-503, 49-5-511 to 513</p>	<p>Notice: June 15</p> <p>Hearing: Local board of education, at teacher's request</p>		Tenure is defined as: "the employment status, other than probation, that a teacher may be under while teaching in the public schools in Tennessee. A teacher has no property right in their tenure status and must sustain a specified performance effectiveness level on evaluations, as provided in this part, to achieve and maintain tenure status. If a teacher acquires tenure, they shall remain under that status until such time as the teacher resigns, retires, is dismissed or the teacher is returned to probationary status by the director of schools under the provisions of this part. No teacher who acquired tenure status prior to July 1, 2011, shall be returned to probationary status. No teacher, including, administrative and supervisory personnel, who has acquired tenure status is entitled to any specific position."	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
TX	3	<ul style="list-style-type: none"> • Probationary contract • Continuing contract • Term contract <p>TEX. EDUC. CODE §§ 21.102; 21.151 to 21.160; 21.201 to 21.213; 21.251; 21.307</p>	<p>Notice: No later than 45 days before last day of instruction required under contract</p> <p>Hearing: Hearing examiner, at teacher's request, then local board or board subcommittee renders decision on hearing examiners recommendations</p>	Commissioner of education; District court in the county where the district's central administration is located, or, if both parties agree, the district court in Travis County	If the board of trustees determines it is unlikely that a teacher ending the probationary period will be offered continuing contract status, the teacher may be offered a probationary contract for a 4th year. Upon written notice of the proposed termination, discharge or non-renewal, a continuing contract teacher may elect to return to probationary status. Term contracts, not to exceed 5 years, may also be used after probationary status.	2005
UT	3 (at least part-time basis) A school district may extend the provisional status of an employee up to an additional 2 consecutive years in accordance with written policy adopted by the district's school board that specifies the circumstances under which an employee's provisional status may be extended.	<ul style="list-style-type: none"> • Utah Orderly School Termination Procedures Act • Career employee <p>UTAH CODE ANN. §§ 53A-8-102 to 53A-8-107; 53A-3-411</p>	<p>Notice: At least 30 days before end of employee's contract</p> <p>Hearing: Board of education, at teacher's request, or board may appoint a hearing examiner to conduct hearing and delegate its authority to hearing examiner to make a decision that is binding</p>	Appropriate court of law	Career employee: "an employee of a school district who has obtained a reasonable expectation of continued employment based upon an agreement with the employee or the employee's association, district practice or policy." A local board may enter into written employment contract for term not to exceed 5 years and nothing in the terms of the contract shall restrict the power of a board to terminate the contract for cause at any time.	2010
VT	2	<ul style="list-style-type: none"> • Non-probationary teacher • Probationary teacher <p>VT. STAT. ANN. tit. 16, § 1752</p>	<p>Notice: April 15</p> <p>Hearing: Local board of education, at teacher's request</p>	Superior Court	<p>All teachers have the right to a board hearing if contract is not renewed. Probationary teachers have no appeal to board's final decision. Probationary teachers must receive 2 written evaluations per year of probationary service or non-renewal of their contracts must also be for just and sufficient cause (same as for nonprobationary teachers).</p> <p>Notice given by April 15.</p>	1997

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
VA	3	<ul style="list-style-type: none"> Continuing contract status <p>VA. CODE ANN. §§ 22.1-303, 304 22.1-307 to 22.1-314</p>	<p>Notice: April 15</p> <p>Hearing: Local board of education or fact-finding panel, at teacher's request. Board retains final decision authority over recommendations of fact-finding panel and may hold second hearing</p>	Circuit Court	Fact-finding panel consists of 3 members: 1 appointed by teacher, 1 selected by superintendent and 1 impartial member selected by those 2 members. The impartial member serves as the hearing officer.	2008
WA	2 (superintendent may choose to grant earlier if employee received top ratings)	<ul style="list-style-type: none"> Continuing contract Provisional employee <p>WASH. REV. CODE §§ 28A.405.200 to 28A.405.250; 28A.405.300 to 28A.405.380; 28A.405.470</p>	<p>Notice: May 15</p> <p>Hearing: Hearing officer, at teacher's request</p>	Superior Court for the county in which the district is located; Appellate review	<p>Contracts limited to 1 year</p> <p>Notice required by May 15 or June 15 if budget not passed by May 15</p> <p>Mandatory termination for any person whose certificate or permit is subject to revocation upon a guilty plea or conviction of any felony crime specified. The hearing officer is selected from a list of arbitrators by representatives of the district and the teacher. If there is no agreement on hearing officer, appointment is made by Superior Court judge.</p> <p>Legislation in 1997 added a 60-day probationary period for teachers evaluated as unsatisfactory in district evaluations. The probationary period does not affect the teacher's contract status, but failures to correct deficiencies during probation may be used as probable cause for non-renewal at the end of the school year.</p>	2010
WV	3 + R	<ul style="list-style-type: none"> Continuing contract status <p>W. VA. CODE §§ 18A-2-6 to 18A-2-8; 6c-2-1 to 6c-2-7; 6c-3-1; 6c-3-3</p>	<p>Notice: Within 10 days of meeting of school board on or before 3/15</p> <p>Hearing: Conference (private, informal) with administrative law judge, at chief administrator's request</p> <p>West Virginia Public Employees Grievance</p>	Circuit Court of Kanawha County	<p>West Virginia Public Employees Grievance Board (5-member panel selected by the governor); A charge of "unsatisfactory performance" may not be made against a teacher except as a result of the employee performance evaluation process.</p> <p>Grievance procedural levels: <i>Level 1:</i> Conference and level-1 hearing with chief</p>	2008

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
			Board level-3 hearing (with administrative law judge), at teacher's request		administrator Level 2: Alternative dispute resolution- mediation and arbitration Level 3: Location of hearing and whether it is to be made public are at the discretion of the administrative law judge.	
WI	3 + R	<ul style="list-style-type: none"> Continuing contract Tenure Permanently employed <p>Wis. STAT. § 118.22; 118.23</p>	<p>Notice: March 15</p> <p>Hearing: Private hearing before the local board, at teacher's request, after notice of consideration of non-renewal</p>	Court of common pleas	<p>Amendments to collective bargaining (Act 10, 2011) possibly could impact, as they prohibit any school board from collectively bargaining with its employees. https://docs.legis.wisconsin.gov/2011/related/acts/10. Prior law allowed collective bargaining agreements to waive, modify or replace legislatively established requirements.</p> <p>Notice of nonrenewal required by March 15.</p> <p>Teacher who has a permanent appointment cannot be discharged, except for cause upon written charges. After 10 days' written notice to the teacher of the charges and upon the teacher's written request, the charges to be investigated and heard.</p> <p>Continuing contracts only for teachers 1) holding professional, permanent or lifetime teaching certification and 2) holding a professional educator license or senior professional license or lead professional license</p> <p>Tenure protection in cities over 150,000 population (after 3 years of continuous service) and in counties over 500,000 population.</p>	2011
WY	3 + R and satisfactory performance evaluations Or Continuing contract status in 1 district and without lapse of time has taught 2 consecutive	<ul style="list-style-type: none"> Initial contract teacher Continuing contract <p>Wyo. STAT. ANN. §§ 21-7-102 to 21-7-114</p>	Independent hearing officer, at teacher's request. Local board of education reviews finding and recommendations and renders decision	District court in the judicial district where the school district is located.	<p>Prior to 2012: no annual contract required.</p> <p>Eff. 7/2012: Subject to satisfactory performance evaluation, continuing contract teachers employed on a continuing basis year to</p>	2011

Part I: Teacher Tenure/Continuing Contract Provisions

State	Required for Nonprobationary Status	Descriptors (terms used and statutory citations)	Notification of NonRenewal and Hearing	Appeal Forum	Other	Last Known Revision
	years + R				<p>year without annual contract renewal.</p> <p>Written notice to nonrenew continuing contract required by April 15</p> <p>Initial contracts terminated by any reason not specifically prohibited by law and no limit on reasons</p> <p>Independent hearing officer selected by teacher and superintendent; if no agreement can be reached, hearing officer is appointed by district judge. Any board may designate a teacher as a continuing contract teacher at any time without regard to other provisions.</p>	

(Part II: Reasons for Termination/Dismissal follows)

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Alabama</p> <p>ALA. CODE § 16-24-8</p>	<ol style="list-style-type: none"> 1. Incompetence 2. Insubordination 3. Neglect of duty 4. Immorality 5. Justifiable decrease in the number of teaching positions or other good and just cause, but cancellation may not be made for political or personal reasons. 6. Failure to perform duties in a satisfactory manner <p>Requires that the employment contract of a teacher on continuing service status, whose teaching certificate is revoked by the State Superintendent of Education, be immediately cancelled, pending an overturn of the conviction.</p>
<p>Alaska</p> <p>ALASKA STAT. §§ 14.20.170</p>	<ol style="list-style-type: none"> 1. Incompetence, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner 2. Immorality, which is defined as the commission of an act which, under the laws of the state, constitutes a crime involving moral turpitude 3. Substantial noncompliance with school laws of the state, the regulations or by-laws of the department, the bylaws of the district or the written rules of the superintendent
<p>Arizona</p> <p>ARIZ. REV. STAT. § 15-539; 15-544</p>	<ol style="list-style-type: none"> 1. Immoral conduct 2. Unprofessional conduct 3. Conduct in violation of the rules, regulations or policies of the governing board 4. Inadequacy of classroom performance 5. Good and just cause 6. Insubordination 7. Economy
<p>Arkansas</p> <p>ARK. CODE ANN. §§ 6-17-1507, 6-17-1510</p>	<ol style="list-style-type: none"> 1. Reduction in work force 2. Incompetent performance 3. Conduct that materially interferes with continued performance of teacher's duties 4. Repeated or material neglect of duty 5. Other just or reasonable cause
<p>California</p> <p>CAL. EDUC. CODE § 44932</p>	<ol style="list-style-type: none"> 1. Immoral or unprofessional conduct 2. Criminal syndicalism 3. Dishonesty 4. Unsatisfactory performance 5. Evident unfitness for service 6. Physical or mental condition unfitting him/her to instruct or associate with children 7. Persistent violation of or refusal to obey school laws of the state or reasonable regulations prescribed for the government of the public schools by the state board of education or by the governing board of the school district employing him or her. 8. Conviction of a felony or any crime involving moral turpitude 9. Advocating or teaching communism with intent to indoctrinate 10. Knowing membership by the employee in the Communist Party (although this provision has not been challenged in court, it is probably unconstitutional and thus, unenforceable) 11. Alcoholism or drug abuse that makes the employee unfit to instruct or associate with students

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Colorado</p> <p>COLO. REV. STAT. § 22-63-301</p>	<ol style="list-style-type: none"> 1. Physical or mental disability 2. Incompetence 3. Neglect of duty 4. Immorality 5. Unsatisfactory performance 6. Insubordination 7. Conviction of a felony, the acceptance of a guilty plea, a plea of nolo contendere or a deferred sentence for a felony 8. Other good and just cause <p>For any teacher who is displaced as a result of a drop-in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution:</p> <ul style="list-style-type: none"> • A teacher may be assigned to a school only with the consent of the hiring principal and with input from at least 2 teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications. A nonprobationary teacher who was deemed effective during the prior school year and has not secured a mutual consent placement becomes a member of a priority hiring pool and is ensuring the first opportunity to interview for a reasonable number of positions. If not selected for another position, the teacher is removed from the school or may be assigned a different teacher assignment, a substitute assignment or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. • After 12 months or 2 hiring cycles, whichever is longer, the district must place the teacher on unpaid leave until an assignment is secured. At that time the salary and benefits are reinstated at the level they would have been if the teacher had not placed on unpaid leave.
<p>Connecticut</p> <p>CONN. GEN. STAT. § 10-151(d)</p>	<ol style="list-style-type: none"> 1. Inefficiency or incompetence 2. Insubordination against reasonable rules of the board of education 3. Moral misconduct 4. Disability, as shown by competent medical evidence 5. Elimination of the position to which the teacher was appointed or loss of a position to another teacher 6. Other due and sufficient cause
<p>Delaware</p> <p>DEL. CODE ANN. tit. 14, § 1411</p>	<ol style="list-style-type: none"> 1. Immorality 2. Misconduct in office 3. Incompetence 4. Disloyalty 5. Neglect of duty 6. Willful and persistent insubordination 7. A reduction in the number of teachers required as a result of decreased enrollment or a decrease in educational services (allowed at school year end).

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Florida</p> <p>FLA. STAT. ch. 1012.33</p>	<p>2011 legislation directs the state board to adopt rules to establish a student learning growth standard that is not met will result in the employee receiving an unsatisfactory performance evaluation rating.</p> <p>A professional service contract must be renewed each year unless:</p> <ol style="list-style-type: none"> 1. The superintendent charges employee with unsatisfactory performance and notifies the employee of performance deficiencies or 2. The employee receives 2 consecutive annual performance evaluation ratings of unsatisfactory, 2 annual performance evaluation ratings of unsatisfactory within a 3-year period, or 3 consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and "unsatisfactory". <p>If a professional service contract holder has been charged with unsatisfactory performance, the evaluator must make recommendations on specific areas of unsatisfactory performance and provide assistance with correcting deficiencies in a specified period of time. The employee must be put on 90-day performance evaluation, during which the employee must be evaluated periodically, apprised of progress achieved, and be provided assistance and in-service training opportunities to help correct the noted performance deficiencies. During the 90 days, the employee may request transfer to another position with a different supervising administrator, but transfer does not extend period for correcting deficiencies. If deficiencies are not corrected after 90 days, evaluator must recommend to superintendent whether board should continue or terminate employee's contract.</p> <p>For all contracts except continuing contracts, dismissal is allowed DURING the contract for just cause, including, 2 consecutive annual performance evaluation ratings of unsatisfactory, 2 annual performance evaluation ratings of unsatisfactory within a 3-year period, 3 consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.</p> <p>For those hired prior to 7/1/2011:</p> <ol style="list-style-type: none"> 1. Just cause (includes, but not limited to, immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, a crime involving moral turpitude). <p>Principals can refuse to accept placement or transfer of person who does not have performing rating of effective or highly effective.</p> <p>If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. A district school board may not prioritize retention of employees based upon seniority.</p>
<p>Georgia</p> <p>GA. CODE ANN. § 20-2-940</p>	<ol style="list-style-type: none"> 1. Incompetence 2. Insubordination 3. Willful neglect of duties 4. Immorality 5. Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education 6. To reduce staff due to loss of students or cancellation of programs 7. Failure to secure and maintain necessary educational training 8. Any other good and sufficient cause
<p>Hawaii</p> <p>HAW. REV. STAT. § 302A-609</p>	<ol style="list-style-type: none"> 1. Inefficiency or immorality 2. Willful violations of policies and regulations of the department of education 3. Other good and just cause

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
Idaho IDAHO CODE §§ 33-513, 33-515	<p>For teachers hired after 01/2011: District provides written reasons but at district's sole discretion.</p> <p>For teachers grandfathered under renewable contracts in under the 2011 revisions:</p> <ol style="list-style-type: none"> 1. Material violation of any lawful rules or regulations of the board of trustees or of the state board 2. Any conduct that could constitute grounds for revocation of a teaching certificate. 3. Financial Emergency 4. Failure to notify acceptance of a renewable contract by the first day of July. <p>Reduction in Force: Decision as to which employees are let go cannot be made based on seniority or contract status. Board may terminate contract in the event of a reduction in enrollment of great than 1%. Percent of certificated employees is limited to the percent of enrollment decrease beyond that 1% reduction. Terminated employees receive a severance payment equal to 10% of the moneys yet to be earned under the contract for the remainder of the year.</p> <p>No certificated employee can be transferred to a principal's school or hired without the principal's permission.</p>
Illinois 105 ILL. COMP. STAT. 5/10-22.4, 5/24-12	<ol style="list-style-type: none"> 1. Incompetence (certificate may be suspended or revoked if "incompetence" demonstrated by 2 or more school terms of "unsatisfactory" ratings during 7 school terms of service.) 2. Cruelty 3. Negligence 4. Immorality 5. On the basis of performance (new (2011) 105 ILCS 5/24-16.5 allows teacher to be dismissed if, after receiving an "unsatisfactory" rating, the teacher has failed to complete a remediation plan with a "Proficient" or better rating, and the school district has followed all specified processes. In addition, a new provision of 105 ILCS 5/24A-5 provides that subsequent to implementation of the new evaluation system — no later than September 2012 — if a teacher receives an "unsatisfactory" evaluation in an annual or biannual performance evaluation during the 36 months following the teacher's completion of the remediation, the district may forego remediation and seek dismissal) 6. Other sufficient cause 7. He is not qualified to teach 8. The interest of the schools require it 9. Decrease in the number of teachers employed in a district (RIF) 10. Discontinuance of some particular type of teaching service (RIF)
Indiana IND. CODE § 20-28-7-1	<ol style="list-style-type: none"> 1. Immorality 2. Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation 3. Justifiable decrease in the number of teaching positions 4. Incompetence, including receiving (a) an ineffective designation on 2 consecutive performance evaluations or (b) an ineffective designation or improvement necessary rating in 3 years of any 5-year period 5. Neglect of duty 6. A conviction for: <ul style="list-style-type: none"> • Rape, if the victim is less than 18 years of age • Criminal deviate conduct, if the victim is less than 18 years of age • Child molesting • Child exploitation • Vicarious sexual gratification • Child solicitation • Child seduction • Incest, if the victim is less than 18 years of age 7. Other good and just cause. <p>Reduction in Force: Cancellation of contracts due to a justifiable decrease in the number of teaching positions must be determined on the basis of performance rather than seniority.</p>
Iowa IOWA CODE § 279.15	<ol style="list-style-type: none"> 1. Just cause

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
Kentucky KY. REV. STAT. ANN. § 161.790	<ol style="list-style-type: none"> 1. Insubordination, including but not limited to violation of the school laws of the state or administrative regulations adopted by the Kentucky board of education, the Education Professional Standards Board, or lawful rules and regulations established by the local board of education for the operation of schools, or refusal to recognize or obey the authority of the superintendent, principal or any other supervisory personnel of the board in the performance of their duties 2. Immoral character or conduct unbecoming a teacher 3. Physical or mental disability 4. Inefficiency, incompetence or neglect of duty, when a written statement identifying the problems or difficulties has been furnished to the teacher or teachers involved
Louisiana LA. REV. STAT. ANN. § 17:443	<ol style="list-style-type: none"> 1. Willful neglect of duty 2. Immorality 3. Incompetence 4. Dishonesty 5. Of being a member of or contributing to any group, organization, movement or corporation that is by law or injunction prohibited from operating in the State of Louisiana
Maine ME. REV. STAT. ANN. tit. 20A, §§ 13201, 13202	<ol style="list-style-type: none"> 1. Unfit to teach 2. Services not profitable to the school 3. Just cause <p>Just cause for dismissal or nonrenewal is a negotiable item in accordance with the procedure set forth for bargaining for teachers who have served beyond the probationary period.</p> <p>The order of layoff and recall is a negotiable item under collective bargaining.</p>
Maryland MD. CODE ANN., Educ. § 6-202	<ol style="list-style-type: none"> 1. Immorality 2. Misconduct in office, including knowingly failing to report suspected child abuse in violation of SS 5-704 of the Family Law Article 3. Insubordination 4. Incompetence 5. Willful neglect of duty
Massachusetts MASS. GEN. LAWS ch. 71 § 42	<ol style="list-style-type: none"> 1. Inefficiency 2. Incompetence 3. Incapacity 4. Conduct unbecoming a teacher 5. Insubordination 6. Failure on the part of the teacher to satisfy teacher performance standards 7. Other just cause
Michigan MICH. COMP. LAWS § 38.101	<p>Only for a reason that is not arbitrary or capricious, including:</p> <ol style="list-style-type: none"> 1. Being charged with a crime listed in section 1535a(1) or 1539b(1) or a substantially similar law AND failing to report the charge to the department and the school district 2. Entering a plea of guilt or no contest to or being the subject of a finding of guilt by a judge or jury of any crime after having been initially charged with a crime described in section 1535a(1) or 1539b(1) AND failing to disclose to the court that the individual is employed in a district.

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Minnesota</p> <p>MINN. STAT. § 122A.40 & 41</p>	<p>Grounds for termination at end of school year:</p> <ol style="list-style-type: none"> 1. Inefficiency in teaching or in the management of a school 2. Neglect of duty, or persistent violation of school laws, rules, regulations or directives 3. Conduct unbecoming a teacher that materially impairs the teacher's educational effectiveness 4. Other good and sufficient grounds rendering the teacher unfit to perform the teacher's duties. <p>Grounds for discharge or demotion:</p> <ol style="list-style-type: none"> 1. Immoral conduct, conduct unbecoming a teacher or insubordination 2. Failure without justifiable cause to teach without first securing the written release of the school board having the care, management or control of the school in which the teacher is employed; 3. Inefficiency in teaching or in the management of a school 4. Affliction with active tuberculosis or other communicable disease (removal or suspension while suffering from such a disability) 5. Discontinuance of the position or lack of pupils. <p>Immediate Discharge:</p> <ol style="list-style-type: none"> 1. If teacher's license is revoked due to a conviction for child abuse or sexual abuse.
<p>Mississippi</p> <p>MISS. CODE ANN. § 37-9-59</p>	<ol style="list-style-type: none"> 1. Incompetence 2. Neglect of duty 3. Immoral conduct 4. Brutal treatment of a pupil 5. Other good cause
<p>Missouri</p> <p>MO. REV. STAT. § 168.114, 168.221</p>	<p>For metropolitan districts:</p> <ol style="list-style-type: none"> 1. Immorality 2. Inefficiency in line of duty 3. Violation of the published regulations of the school district 4. Violation of the laws of Missouri governing the public schools of the state 5. Physical or mental condition which incapacitates for instructing or associating with children <p>For other districts:</p> <ol style="list-style-type: none"> 1. Physical or mental condition which incapacitates for instructing or associating with children 2. Immoral conduct 3. Incompetency, inefficiency or insubordination in line of duty 4. Willful or persistent violation of, or failure to obey, the school laws of the state or the published regulations of the board of education employing him 5. Excessive or unreasonable absence from performance of duties 6. Conviction of a felony or a crime involving moral turpitude
<p>Montana</p> <p>MONT. CODE ANN. § 20-4-203</p>	<ol style="list-style-type: none"> 1. Good Cause
<p>Nebraska</p> <p>NEB. REV. STAT. §§ 79-824, 79-829</p>	<ol style="list-style-type: none"> 1. Upon cancellation, termination, revocation or suspension of a teacher's certificate, by the state board of education, or of the Nebraska administrative and supervisory certificate, or the Nebraska professional administrative and supervisory certificate of any certificated employee whose duties require such a certificate. 2. Incompetence (including but not limited to demonstrated deficiencies or shortcomings in knowledge of subject matter, or teaching or administrative skills) 3. Neglect of duty 4. Unprofessional conduct 5. Insubordination 6. Immorality 7. Physical or mental incapacity 8. Failure to give evidence of professional growth (only at year-end completion of contract) 9. Other conduct which interferes substantially with the continued performance of duties (only at year-end completion of contract) 10. Reduction in force (only at year-end completion of contract)

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Nevada</p> <p>NEV. REV. STAT. § 391.312</p>	<ol style="list-style-type: none"> 1. Inefficiency 2. Immorality 3. Insubordination 4. Unprofessional conduct 5. Neglect of duty 6. Physical or mental incapacity 7. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization 8. Conviction of a felony or of a crime involving moral turpitude 9. Inadequate performance 10. Evident unfitness for service 11. Failure to comply with such reasonable requirements as a board may prescribe 12. Failure to show normal improvement and evidence of professional training and growth 13. Advocating overthrow of the Government of the United States or the State of Nevada by force, violence or other unlawful means, or the advocating of teaching of communism with the intent to indoctrinate pupils to subscribe to communistic philosophy 14. Any cause which constitutes grounds for the revocation of a teacher's license 15. Willful neglect or failure to observe and carry out the requirements of this title 16. Dishonesty 17. Breaches in the security or confidentiality of the questions and answers of the achievement and proficiency examinations that are administered pursuant to NRS 389.015 18. Intentional failure to observe and carry out the requirements of a plan to ensure the security of examinations 19. Intentionally using aversive intervention on a pupil with disabilities, including the use of physical and mechanical restraints 20. Gross misconduct <p>Reduction in force cannot be based solely on the seniority of the teacher or administrator and may include, without limitation, a consideration of the following factors:</p> <ol style="list-style-type: none"> 1. Whether the employee is employed in a position that is hard to fill 2. Whether the teacher or administrator has received a national board certification 3. The performance evaluations of the teacher or administrator 4. The disciplinary record of the teacher or administrator within the school district 5. The criminal record of the teacher or administrator, if any 6. The type of licensure held by the teacher or administrator 7. The type of degree attained by the teacher or administrator and whether the degree is in a subject area that is related to his or her position.
<p>New Hampshire</p> <p>N.H. REV. STAT. ANN. § 189:14 a-d and 189:14d</p>	<p>Nonrenewal or nonrenomination:</p> <ul style="list-style-type: none"> • Grounds for nonrenomination and nonreelection are determined at the sole discretion of the school board. <p>Termination:</p> <ul style="list-style-type: none"> • Conviction of homicide, child pornography, aggravated felonious sexual assault, felonious sexual assault or kidnapping <p>Reduction in force cannot be based solely on seniority.</p>
<p>New Jersey</p> <p>N.J. STAT. ANN. § 18A:6-10</p>	<ol style="list-style-type: none"> 1. Inefficiency 2. Incapacity 3. Unbecoming conduct 4. Other just cause
<p>New Mexico</p> <p>N.M. STAT. ANN. § 22-10A-24</p>	<p>Termination (at year-end contract expiration):</p> <ol style="list-style-type: none"> 1. Any reason the board deems sufficient for employees with less than 3 years of service 2. Just cause (a reason that is rationally related to an employee's competence or turpitude, or the proper performance of duties) for employees with over 3 years of service <p>Discharge (prior to expiration of current contract):</p> <ol style="list-style-type: none"> 1. Just cause, regardless of length of service

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>New York</p> <p>N.Y. EDUC. LAW § 3014</p>	<ol style="list-style-type: none"> 1. Insubordination, immoral character or conduct unbecoming a teacher 2. Inefficiency, incompetence, physical or mental disability, or neglect of duty 3. Failure to maintain certification as required by statute and by regulations of the commissioner
<p>North Carolina</p> <p>N.C. GEN. STAT. § 115C-325(e)</p>	<ol style="list-style-type: none"> 1. Inadequate performance* 2. Immorality 3. Insubordination 4. Neglect of duty 5. Physical or mental incapacity 6. Habitual or excessive use of alcohol or non-medical use of a controlled substance as defined in Article 5, Chapter 90 of the General Statutes 7. Conviction of a felony or a crime involving moral turpitude 8. Advocating the overthrow of the government of the United States or the State of North Carolina by force, violence or other unlawful means 9. Failure to fulfill the duties and responsibilities imposed upon teachers by the General Statutes of this State 10. Failure to comply with such reasonable requirements as the board may prescribe 11. Any cause that constitutes grounds for the revocation of such career teacher's teaching certificate 12. A justifiable decrease in the number of positions due to district reorganization, decreased enrollment or decreased funding 13. Failure to maintain his/her certificate in a current status 14. Failure to repay money owed to the state in accordance with the provisions of Article 60, Chapter 143 of the General Statutes 15. Providing false information or knowingly omitting a material fact on an application for employment or in response to a pre-employment inquiry 16. For certain employees of lowest-performing schools, failing to pass a general knowledge test 3 times. <p>* Defines inadequate performance: <i>Inadequate performance for a teacher shall mean (i) the failure to perform at a proficient level on any standard of the evaluation instrument or (ii) otherwise performing in a manner that is below standard. However, for a probationary teacher, a performance rating below proficient may or may not be deemed adequate at that stage of development by a superintendent or designee. For a career teacher, a performance rating below proficient shall constitute inadequate performance unless the principal noted on the instrument that the teacher is making adequate progress toward proficiency given the circumstances.</i></p> <p>Detailed procedures for developing mandatory improvement plans for teachers not meeting evaluation standards, with specific provisions for low-performing schools.</p>
<p>North Dakota</p> <p>N.D. CENT. CODE §§ 15.1-15-05, 15.1-15-07</p>	<p>Non-renewal of contract:</p> <ol style="list-style-type: none"> 1. Originate from specific findings documented in the report of the individual's performance required by section 15.1-15-01 and relate to the individual's ability, competence and qualifications 2. Originate from the needs of the district in justifying a reduction in staff <p>Cause:</p> <ol style="list-style-type: none"> 1. Immoral conduct 2. Insubordination 3. Conduct unbecoming the position 4. Conviction of a felony 5. Failure to perform contracted duties without justification 6. Gross inefficiency that the individual has failed to correct after written notice 7. Continuing physical or mental disability that renders the individual unfit or unable to perform duties

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Ohio</p> <p>OHIO REV. CODE ANN. § 3319.16</p>	<p>2011 amendments specify use of evaluations to inform decisions about compensation, nonrenewal, employee contracts, termination, reduction in force and professional development.</p> <p>2011 requirements prevail over any conflicting provisions of a collective bargaining agreement. [Sec. 3319.08]</p> <p>Good and just cause. Local boards must use evaluations conducted under revised Sec. 3319.111 to inform decisions about nonrenewal of employment contracts (see page 181, http://www.legislature.state.oh.us/BillText129 SB 5 EN N.pdf).</p> <p>Prohibits a school district financial planning and supervision commission from using seniority as the only factor when making reductions in nonteaching employees. Prohibits a public employer from violating Ohio or federal civil rights law when conducting a reduction in force.</p>
<p>Oklahoma</p> <p>OKLA. STAT. tit. 70, § 6-101.22</p>	<ol style="list-style-type: none"> 1. Willful neglect of duty 2. Repeated negligence in performance of duty 3. Mental or physical abuse to a child 4. Incompetence 5. Instructional ineffectiveness 6. Unsatisfactory teaching performance 7. Commission of an act of moral turpitude. 8. Felony conviction unless pardon issued 9. Criminal sexual activity (sodomy) that impedes effectiveness of school duty performance 10. Sexual misconduct (soliciting or imposing of criminal sexual activity that impedes effectiveness of school duty performance) 11. Abandonment of contract <p>Special provisions for low-performing schools of more than 30,000 and implementing alternative governance:</p> <ul style="list-style-type: none"> • Any teacher not retained at the site is given full-time substitute status within the district for no more than 2 years • If the teacher is not offered a contract teaching position within the 2-year period, the board is not required to reemploy the teacher • The district board must designate trained, certified, instructional staff to provide teacher support, development and evaluation, which may include certified personnel other than administrators. • Board's decision on renewal or nonrenewal is final.
<p>Oregon</p> <p>OR. REV. STAT. § 342.865</p>	<ol style="list-style-type: none"> 1. Inefficiency 2. Immorality 3. Insubordination 4. Neglect of duty, including duties specified by written rule 5. Physical or mental incapacity 6. Conviction of a felony or of a crime according to the provisions of ORS 342.143 7. Inadequate performance 8. Failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth 9. Any cause which constitutes grounds for the revocation of such contract teacher's teaching license.

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Pennsylvania</p> <p>PA. STAT. ANN. tit. 24, § 11-1122</p>	<ol style="list-style-type: none"> 1. Immorality 2. Incompetence 3. Unsatisfactory teaching performance based on 2 consecutive ratings of the employee's teaching performance that are to include classroom observations, not less than 4 months apart, in which the employee's performance is rated as unsatisfactory. 4. Intemperance 5. Cruelty 6. Persistent negligence in the performance of duties 7. Willful neglect of duties 8. Physical or mental disability as documented by competent medical evidence, which after reasonable accommodation of such disability as required by law substantially interferes with the employee's ability to perform the essential functions of his/her employment 9. Advocating of or participating in un-American or subversive doctrines 10. Conviction of a felony or acceptance of a guilty plea or nolo contendere therefore 11. Persistent and willful violation of or failure to comply with the school laws of the commonwealth
<p>Rhode Island</p> <p>R.I. GEN. LAWS § 16-13-3</p>	<ol style="list-style-type: none"> 1. Good and just cause
<p>South Carolina</p> <p>S.C. CODE ANN. § 59-25-160</p>	<ol style="list-style-type: none"> 1. Fails, or is incompetent, to give instruction in accordance with the directions of superintendent, or who shall otherwise manifest an evident unfitness for teaching 2. Persistent neglect of duty 3. Willful violation of rules and regulations of district board of trustees 4. Drunkenness 5. Conviction of a violation of the laws of this state or the United States 6. Gross immorality 7. Dishonesty 8. Illegal use, sale or possession of drugs or narcotics
<p>South Dakota</p> <p>S.D. CODIFIED LAWS § 13-43-6.1</p>	<p>Just cause, including:</p> <ol style="list-style-type: none"> 1. Poor performance 2. Incompetence 3. Gross immorality 4. Unprofessional conduct 5. Insubordination 6. Neglect of duty 7. Violation of any policy or regulation of the school district 8. Breach of contract

Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Tennessee</p> <p>TENN. CODE ANN. § 49-5-501</p>	<ol style="list-style-type: none"> 1. Incompetence 2. Inefficiency 3. Neglect of duty 4. Unprofessional conduct 5. Insubordination <p>Inefficiency is defined as: "...below the standards of efficiency maintained by others currently employed by the board for similar work, or habitually tardy, inaccurate or wanting in effective performance of duties. The definition of inefficiency includes but is not limited to having evaluations demonstrating an overall performance effectiveness level that is "below expectations" or "significantly below expectations" as provided in the evaluation guidelines adopted by the state board of education."</p> <p>When abolishing positions, a person affected is entitled to the next position for which the person is qualified that opens within the system during the remainder of the school year. Determination of whether a teacher is qualified for an open position must be made by the director of schools and the teacher's most recent evaluations may be a factor in such determination. "A tenured teacher who has been dismissed because of abolition of a position shall be placed on a list for reemployment in the first vacancy the teacher is qualified by training and experience to fill. Nothing in this subsection (b) shall be construed to deprive the director of schools of the power to determine such vacancy on the basis of the director of school's evaluation of the teacher's competence, compatibility and suitability to properly discharge the duties required in the vacancy considered in the light of the best interest of the students in the school where the vacancy exists. The teacher's most recent evaluations may be a factor in such determination."</p>
<p>Texas</p> <p>TEX. EDUC. CODE ANN. § 21.154</p>	<ol style="list-style-type: none"> 1. Necessary reduction of personnel by the school district (such reductions shall be made in the reverse order of seniority in the specific teaching fields) 2. For good cause as determined by the local school board, good cause being the failure of a teacher to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts throughout Texas.
<p>Utah</p> <p>UTAH CODE ANN. § 53A-8-104</p>	<p>The district shall provide employees with a written statement of the causes under which a contract shall not be renewed, under which a contract of each class of personnel shall not be renewed and under which a contract can be otherwise terminated during the contract term.</p> <p>Grounds for revocation of a teaching certificate:</p> <ol style="list-style-type: none"> 1. Behavior exhibiting unfitness for duty through immoral, unprofessional or incompetent conduct 2. Committing any other violation of standards of ethical conduct, performance or professional competence.
<p>Vermont</p> <p>VT. STAT. ANN. tit. 16, § 1752</p>	<p>For non-renewal of contract:</p> <ol style="list-style-type: none"> 1. Non-probationary teacher: Just and sufficient cause 2. Probationary teacher: Any reason other than those prohibited by law. <p>For dismissal (all teachers):</p> <ol style="list-style-type: none"> 1. Incompetence 2. Conduct unbecoming a teacher 3. Failure to attend to duties 4. Failure to carry out reasonable orders and directions of the superintendent and school board.
<p>Virginia</p> <p>VA. CODE ANN. § 22.1-307</p>	<ol style="list-style-type: none"> 1. Incompetence 2. Immorality 3. Noncompliance with school laws and regulations 4. Disability as shown by competent medical evidence when in compliance with federal law 5. Conviction of a felony or a crime of moral turpitude 6. Subject of a founded complaint of child abuse or neglect 7. Other good and just cause
<p>Washington</p> <p>WASH. REV. CODE § 28A.405.210</p>	<ol style="list-style-type: none"> 1. Sufficient cause(s) 2. Certificate or permit is subject to revocation upon a guilty plea or conviction of any specified felony crime

Part II: Reasons for Termination/Dismissal	
State	Reasons for Termination
West Virginia W. VA. CODE § 18A-2-8	<ol style="list-style-type: none"> 1. Immorality 2. Incompetence 3. Cruelty 4. Insubordination 5. Intemperance 6. Willful neglect of duty 7. Unsatisfactory performance 8. Conviction of a felony or a guilty plea or a plea of nolo contendere to a felony charge
Wisconsin Wis. STAT. 118.22	<ol style="list-style-type: none"> 1. Inefficiency or immorality 2. For willful and persistent violation of reasonable regulations of the governing body of the school system or school 3. For other good cause, upon written charges based on fact preferred by the governing body or other proper officer of the school system or school in which the teacher is employed.
Wyoming WYO. STAT. ANN. § 21-7-110	<p>Effective 7/1/2012:</p> <ol style="list-style-type: none"> 1. Incompetency 2. Neglect of duty 3. Immorality, including, without limitation, engaging in any conduct with a student which is a violation of state laws 4. Insubordination 5. Physical incapacity to perform job duties even with reasonable accommodation 6. Failure to perform duties in a satisfactory manner 7. Inadequate performance as determined through annual performance evaluation tied to student academic growth completed in accordance with state law 8. Conviction of a felony 9. Any other good or just cause relating to the educational process.

Originally compiled in April 1995 by Kathy Christie, Vice President, Knowledge Management and ECS Information Clearinghouse

Last update: Dinah Frey, Intern, ECS Information Clearinghouse, 2010

This update: Kathy Christie, Chief of Staff (kchristie@ecs.org), and Jennifer Dounay Zinth, Senior Policy Analyst (jdounay@ecs.org)

© 2011 by the Education Commission of the States (ECS). All rights reserved.

ECS is the only nationwide, nonpartisan interstate compact devoted to education.

ECS encourages its readers to share our information with others. To request permission to reprint or excerpt some of our material, please contact the ECS Information Clearinghouse at 303.299.3675 or e-mail ecs@ecs.org.

Equipping Education Leaders, Advancing Ideas