

**HB**

**162**

<TARGET><BILL>HB 162</BILL><SUBJECT>HB  
162</SUBJECT><COMM>HEDC28</COMM></TARGET>

Alaska State Legislature  
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HOUSE BILL 162:

**“An Act relating to tenure of public school teachers; and providing for an effective date.”**

HB162 would increase the time required for teachers to be awarded tenure. The probationary period will now be five years to ensure a new teacher has the opportunity to realize their full potential and become an effective teacher.

We need to ensure our most effective teachers remain in our classrooms to provide the best possible education for students. Successful teachers help shape and create successful students. We are not pointing fingers at teachers; nothing can be further from the truth. Effective teachers are exactly what our students need.

HB 162 will bring us one step closer to our goal of ensuring a high performing, quality teacher in every classroom.

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# TIME

Monday, Nov. 17, 2008

## Tenure

By M.J. Stephey

It's been called the holy grail of the teaching profession — academic freedom plus job security all rolled nicely into a union contract. But to Michelle Rhee, superintendent of Washington D.C. schools, tenure just means trouble.

Roughly 2.3 million public school teachers in the U.S. have tenure — a perk reserved for the noblest of professions (professors and judges also enjoy such rights). The problem with tenure, Rhee and other critics say, is that it inadvertently protects incompetent teachers from being fired. The Teach for America alumna, who oversees some 50,000 students and 5,000 teachers, has sparked controversy in the capital by proposing a new contract allowing teachers to earn as much as \$130,000 a year if they forgo their tenure rights (a teacher's salary, on average, is less than \$48,000; most start out making \$32,000).

[\(Click here to read TIME's cover story on how to make better teachers\).](#)

Though tenure doesn't guarantee lifetime employment, it does make firing teachers a difficult and costly process, one that involves the union, the school board, the principal, the judicial system and thousands of dollars in legal fees. In most states, a tenured teacher can't be dismissed until charges are filed and months of evaluations, hearings and appeals have occurred. Meanwhile, school districts must shell out thousands of dollars for paid leave and substitute instructors. The system is deliberately slow and cumbersome, in order to dissuade school boards and parents from ousting a teacher for personal or political motives.

But the system also makes it extremely difficult to flunk a bad teacher. Each state has its own stories: A Connecticut teacher received a mere 30-day suspension for helping students cheat on a standardized test; one California school board spent \$8,000 to fire an instructor who preferred using R-rated movies instead of books; a Florida teacher remained in the classroom for a year despite incidents in which she threw books at her students and demanded they referred to her as "Ms. God."

The start of the tenure movement paralleled similar labor struggles during the late 19th century. Just as steel and auto workers fought against unsafe working conditions and unlivable wages, teachers too demanded protection from parents and administrators who would try to dictate lesson plans or exclude controversial materials like *Huck Finn* from reading lists. In 1887, nearly 10,000 teachers from across the country met in Chicago for the first-ever conference of the National Educator's Association, now one of the

country's most powerful teachers' unions. The topic of "teacher's tenure" led the agenda. By the turn of the century, tenure had become a hot-button issue that some politicians preferred to avoid. In 1900, the Democratic Party of New York blasted their rivals in the *Times* for taking up the issue, writing, "We deprecate the tendency manifested by the Republican party of dragging the public school system of the State into politics."

New Jersey became the first state to pass tenure legislation when, in 1910, it granted fair-dismissal rights to college professors. During the suffrage movement of the 1920s — when female teachers could be fired for getting married or getting pregnant or (gasp) wearing pants — such rights were extended to elementary and high school teachers as well. But where the tenure track for college professors can require a record of published research and probationary periods of up to 10 years, K-12 teachers can win tenure after working as little as two years in some states. And thanks to the rigid testing requirements put in place by the No Child Left Behind Act, the academic freedom that tenure was meant to protect has been severely curtailed.

Some school districts have resorted to separation agreements, buyouts that effectively pay a teacher to leave his or her job. The practice has evolved as a way to avoid the extensive hearings and appeals required by union contracts and state-labor laws in firing a tenured teacher. (Costs can run as high as \$100,000). Other districts simply transfer inadequate teachers to other schools in what Calif. Gov. Arnold Schwarzenegger has called "the dance of the lemons." Former Mass. Gov. William Weld tried to pass legislation requiring teachers to take competency tests every five years, a move that triggered a number of complaints from local teachers' unions who called the bill adversarial and intrusive. Weld defended himself by explaining his stance as "anti-slob teacher," not "anti-teacher."

In 1997, Oregon abolished tenure and replaced it with 2-year renewable contracts and a rehabilitation program for underachieving instructors. Other states like Connecticut, New York and Michigan have simply eliminated the word "tenure" (from the Latin *tenere*, meaning to hold or keep) from the books while retaining the due-process rights it embodies. In Toledo, Ohio, officials have adopted a more creative approach by establishing a mentoring program to improve teacher performance. Fifteen surrounding communities have already copied the idea.

But some teachers argue tenure has become a scapegoat for a whole basket of educational and financial ills responsible for the dismal test scores and disappointing graduation rates in U.S. schools. Abolishing tenure doesn't address problems of underfunding, overcrowding or improving students' home environments. And despite more than a century of social progress, the need to protect teachers from the whims (or the tyranny) of the community remains as important as ever — especially in science classrooms where the battle over evolutionary biology and creationism rages on.

Whatever the problem, most teachers and administrators agree the status quo isn't working and that change can't come too soon. Announcing her plan last month, Rhee said, "Students cannot wait for accountable teachers while adults argue."

[\(Click here to watch a video from New York's innovative Blue School\)](#)

# The Next America

HOW DEMOGRAPHY SHAPES THE NATIONAL AGENDA

SEARCH

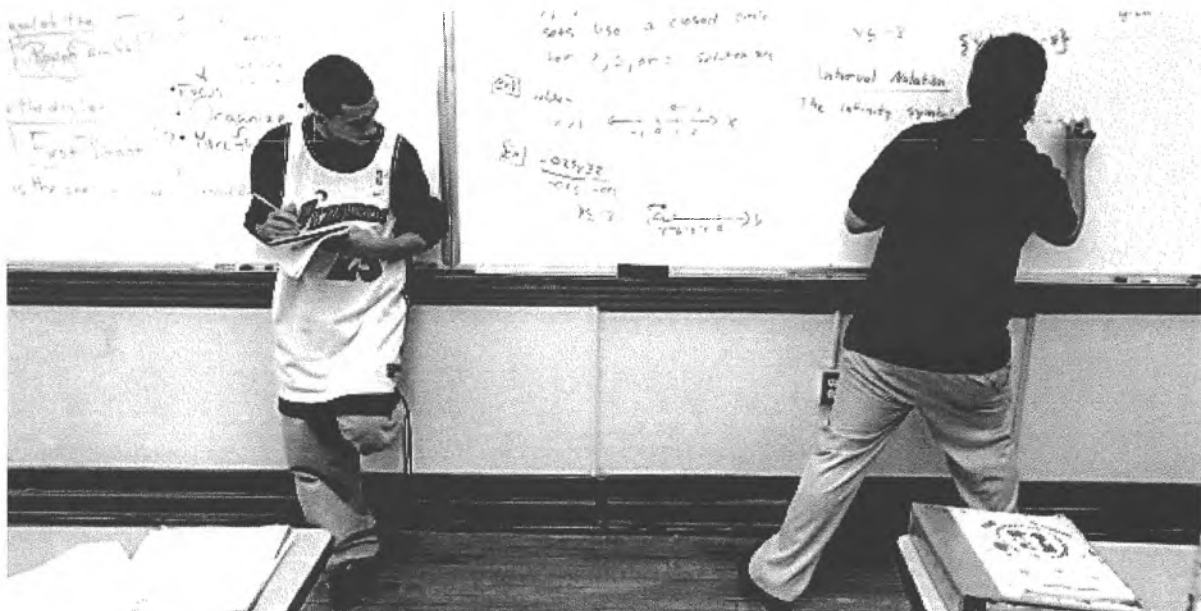
Home Education Work Force Economy Immigration Politics Demographics Culture **NATIONAL SECURITY**

## Analysis: How Much States Spend on Their Kids Really Does Matter

by Doris Nhan

Updated: October 23, 2012 | 9:44 a.m.

October 16, 2012 | 1:21 p.m.



AP PHOTO/STEPHAN SAVOIA

Top-ranked Massachusetts spends an average of \$13,361 per pupil, which is the 11th-most among all states.

The initial difference between state education rankings and the average per-pupil spending is clear and rather obvious: States that spend more on their students tend to rank higher, and states that spend less rank lower. But if the answer were that simple, education reform would be a breeze.

So like every complex story, outliers and exceptions to the rule exist.

Take Colorado, for instance. The Centennial State ranks ninth nationally in quality of education but spent an average of \$9,155 per student in 2009, putting it among the 10 states spending the least per pupil.

In comparison, Wyoming—ranked 29th in quality—spent the most of any state, averaging \$18,068 per student. Alaska, ranked 41st for its education quality, spent an average of \$16,174 per student. Overall, the U.S. spent an average of \$11,665 per student.

But it's hard to ignore patterns that emerge. Success or so-called education-quality measurements generally are based on a formula of graduation rates, test results, and pre-K enrollment, among other factors. Of the top 10 states ranked highest for their education systems using 2009 data, four were among the nation's highest per-pupil spenders.

<b>Highest Ranked</b>		<b>Least Spent Per Pupil</b>			
<b>Ranking</b>	<b>State</b>	<b>Spending</b>	<b>Spending</b>	<b>State</b>	<b>Ranking</b>
1	Massachusetts	\$ 13,361	\$ 7,217	Utah	27
2	New Jersey	\$ 15,116	\$ 8,363	Nevada	50
3	Vermont	\$ 17,847	\$ 8,654	Texas	32
4	New Hampshire	\$ 13,519	\$ 8,655	Arizona	46
5	Connecticut	\$ 13,959	\$ 8,667	California	43
6	Maryland	\$ 12,703	\$ 8,695	Tennessee	42
7	Minnesota	\$ 11,472	\$ 8,840	Idaho	30
8	Pennsylvania	\$ 12,906	\$ 9,024	North Carolina	25
9	Colorado	\$ 9,155	\$ 9,155	Colorado	9
10	Wisconsin	\$ 11,783	\$ 9,329	Washington	26

<b>Lowest Ranked</b>		<b>Most Spent Per Pupil</b>			
<b>Ranking</b>	<b>State</b>	<b>Spending</b>	<b>Spending</b>	<b>State</b>	<b>Ranking</b>
41	Alaska	\$ 16,174	\$ 13,519	New Hampshire	4
42	Tennessee	\$ 8,695	\$ 13,773	Montana	13
43	California	\$ 8,667	\$ 13,959	Connecticut	5
44	Alabama	\$ 10,320	\$ 14,567	Rhode Island	20
45	Louisiana	\$ 12,253	\$ 14,591	Maine	23
46	Arizona	\$ 8,655	\$ 15,116	New Jersey	2
47	West Virginia	\$ 12,780	\$ 15,863	New York	19
48	Mississippi	\$ 9,708	\$ 16,174	Alaska	41
49	New Mexico	\$ 11,001	\$ 17,847	Vermont	3
50	Nevada	\$ 8,363	\$ 18,068	Wyoming	29

On the other end of the spectrum, states that spent the least per student in 2009 were ranked fairly low on education. Nevada, ranked lowest at 50, spent just an average of \$8,363 on each student and is second-to-last in spending. Utah, ranked 27th, claims the lowest spending at an average of \$7,217 per student.

The data comes from the 2012 Kids Count Data Book, a report released annually by the Annie E. Casey Foundation, which evaluates nationwide trends in child well-being by education, economics, health, and community factors.

The education rankings are calculated from several outcome-based indicators, including pre-K enrollment rates, reading and math proficiency scores from fourth grade and eighth grade, as well as high school graduation rates.

Ranked No. 1 in quality is Massachusetts, which spent an average of \$13,361 per pupil. The Bay State was barely edged from the top 10 most expensive states by its neighbor, New Hampshire, which spent an average of \$13,519 and ranks No. 4 nationally.

Northwestern states arguably spent the most per student, while states in the South spent less. The national education rankings also notably appear to inversely mirror the map of spending. Some of the lowest-ranked states flank the southern U.S. border, while the highest-ranked states are concentrated in the Northwest.

## Teacher Tenure or Continuing Contract Laws

Updated by Kathy Christie and Jennifer Dounay Zinth

August 2011

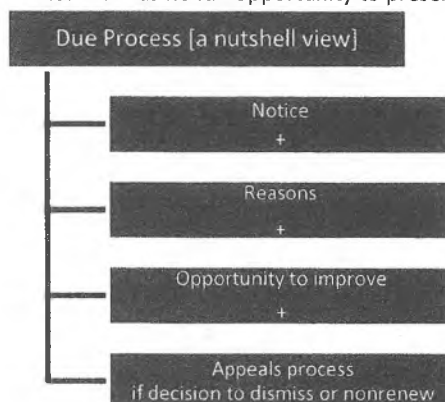
**Summary Note:** This year, as of August 2011, 18 state legislatures had modified at least some element of their tenure or continuing contract policies — and many of those amendments made important changes. Most significantly, the Idaho legislature was the first to explicitly state that, “No new employment 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"> <li>Tenure</li> <li>Continuing service status</li> </ul> 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"> <li>Employment and tenure</li> <li>Teachers Tenure Act</li> </ul> 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"> <li>Certified teacher (employed by the district for the major portion of 3 years)</li> </ul> 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"> <li>Teacher Fair Dismissal Act</li> <li>Probationary teacher</li> </ul> <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"> <li>Tenure</li> <li>Continuing contract</li> <li>Permanent status</li> </ul> <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	3 w/ 3 consecutive years of demonstrated effectiveness  Return to probationary status:  <b>Non</b> probationary teacher becomes probationary again if 2 consecutive years of demonstrated <b>ineffectiveness</b>	<ul style="list-style-type: none"> <li>Continuing contract</li> <li>Probationary teacher</li> </ul> <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	<p>Hired on or after 07/01/96: 40 months</p> <p>Hired prior to 07/01/96: 30 months</p> <p>Probationary teachers employed by a board of education that enters into a cooperative arrangement may count previous continuous employment towards tenure</p>	<ul style="list-style-type: none"> <li>Tenure</li> </ul> <p>CONN. GEN. STAT. § 10-151</p>	<p>Notice: At any time</p> <p>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.</p>	Superior Court	<p>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).</p> <p>In 2010, legislation established the Performance Evaluation Advisory Council to assist in the development and implementation of the teacher evaluation guidelines.</p>	2011
DE	<p>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</p> <p>Hired prior to the 2009/2010 school year: 3 years, at least 2 of which 2 were in the employ of the terminating board</p>	<ul style="list-style-type: none"> <li>Procedures for the Termination of Services of Professional Employees</li> </ul> <p>DEL. CODE ANN. tit.14, §§ 1401 to 1420</p>	<p>Notice: May 15</p> <p>Hearing: Local board of education, at teacher's request. The board may designate a hearing officer to conduct hearing.</p>	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	<p>Hired after 7/1/2011: 1 + R</p> <p>Hired prior to 7/1/2011: 3 + R</p> <p>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</p>	<ul style="list-style-type: none"> <li>Annual contract</li> <li>Professional Service Contract</li> <li>Continuing Contract</li> <li>Probationary contract</li> </ul> <p>FLA. STAT. ch. 120.68; 1012.22 to 1012.33</p>	<p>Notice: for annual contracts, at any time; for cont. contract – April 1 (when rec. must be made to district board)</p> <p>Hearing: Annual contract teachers may request a hearing, which may be conducted by the district board or a subcommittee thereof</p> <p>Professional Service Contract (PSC)</p>	Local board decision is final	<p>Eff. July 2011, all new hires are on annual contracts.</p> <p>"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.</p> <p>Teachers employed before 7/1/84 are under continuing</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 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"		<p>teachers may request a hearing before the board of education or an administrative law judge.</p> <p>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.</p>		<p>contract; teachers hired after 7/1/84 are under a professional service contract.</p> <p>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</p> <p>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.</p> <p>For more details, see Part II.</p>	
GA	3 + R	<ul style="list-style-type: none"> <li>• Annual contract</li> <li>• Continued employment</li> <li>• Clearance certificate</li> <li>• Professional educator certificate</li> </ul> <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	<p>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.</p>	2010
HI	1	<ul style="list-style-type: none"> <li>• Tenure Rights</li> <li>• Probationary period</li> <li>• Collective bargaining</li> </ul> <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	<p>Collective bargaining rules allow for the negotiation of procedures governing dismissal and discipline of teachers.</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
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"> <li>Annual Contracts (Category A or Category B – see “other” column)</li> </ul> <p>For teachers employed &amp; grandfathered 01/2011:</p> <ul style="list-style-type: none"> <li>Renewable contract, although can be renewed for same, shorter or longer term and greater, lesser or equal salary</li> </ul> <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: --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"> <li>• Probationary teacher</li> <li>• Established teacher</li> <li>• Professional teacher</li> </ul> <p>Prior to 7/2011:</p> <ul style="list-style-type: none"> <li>• Indefinite contract</li> <li>• Permanent teacher</li> <li>• Semi permanent or nonpermanent teacher</li> </ul> <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"> <li>Probationary period</li> </ul> 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"> <li>Tenure</li> <li>Continuing contract</li> </ul> KAN. STAT. ANN. §§ 72-5445; 72-5411; 72-5437 to 72-5447	Notice: 3 <sup>rd</sup> 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"> <li>Tenure</li> <li>Continuing service contract</li> <li>Limited contract</li> </ul> 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"> <li>Tenure</li> <li>Probationary teacher</li> </ul> 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"> <li>Continuing contract status</li> </ul> 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"> <li>Tenure</li> <li>Probationary period</li> </ul> <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"> <li>Tenure</li> <li>Professional teacher status</li> </ul> <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"> <li>Teacher under contract</li> <li>Continuing tenure</li> </ul> <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"> <li>Continuing contract</li> <li>Probationary period</li> </ul> <p>MINN. STAT. § 122A.40</p>	<p>Notice: April 1</p> <p>Hearing: Local board of education or arbitrator, at teacher's request</p>	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"> <li>"Employee"</li> <li>School Employment Procedures Law</li> </ul> <p>Miss. CODE ANN. §§ 37-9-25; 37-9-59</p>	<p>Notice: April 15 or 10 days after governor approves appropriations bill</p> <p>Hearing: Local board of education, at teacher's request</p>	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"> <li>Teacher Tenure Act</li> <li>Permanent teacher</li> <li>Indefinite Contract</li> </ul>	<p>Notice: Unclear/Unspecified</p> <p>Hearing: Hearing officer appointed by the local board of education, at</p>	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"> <li>Tenure</li> </ul> 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"> <li>Tenure</li> <li>Probationary certified employee</li> </ul> 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  <b>Post-probationary return to probationary status:</b> 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"> <li>Probationary employees</li> <li>Post-probationary employees</li> </ul> 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"> <li>Re-nominated or reelected</li> </ul> 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"> <li>Tenure</li> </ul> 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"> <li>Employment contracts</li> <li>Tiered licenses</li> </ul> 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"> <li>Tenure</li> </ul> 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

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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"> <li>Career status</li> </ul> <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"> <li>Contracts</li> </ul> <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"> <li>Continuing contract</li> <li>Limited contract</li> </ul> <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

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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	3 Probationary teacher rated as "ineffective" for 2 consecutive school years shall be dismissed or not reemployed  Probationary teacher who has not attained career teacher status within a 4-year period shall be dismissed or not reemployed	<ul style="list-style-type: none"> <li>Career teacher</li> <li>Probationary teacher</li> <li>Teacher Due Process Act 1990</li> </ul> OKLA. STAT. tit 70, §§ 6-101.3; 6-101.20 to 6-101.30	Notice: 1 <sup>st</sup> Monday in June  Hearing: Before the local board of education, conducted according to procedures established by the state board of education	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"> <li>Accountability for Schools for the 21st Century Law</li> <li>Contract teacher</li> </ul> OR. REV. STAT. §§ 342.805 to 342.934	Notice: March 15  Hearing: Hearing officer, at teacher's request, followed by fair dismissal appeals board	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	2 if hired prior to 06/30/96  3 if hired on or after 06/30/96	<ul style="list-style-type: none"> <li>Tenure</li> </ul> PA. STAT. ANN. tit. 24, §§ 11-1121 to 11-1133	Notice: Unclear  Hearing: Required before the local board of education	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"> <li>Tenure</li> </ul> R.I. GEN. LAWS §§ 16-13-1 to 16-13-8	Notice: 1 month prior to close of school year  Hearing: Local board of education, at teacher's request	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"> <li>Teacher Employment and Dismissal Act</li> </ul>	Notice: April 15  Hearing: Local board of trustees, at teacher's	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

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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"> <li>Continuing contract level</li> </ul> <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"> <li>Non-renewal of contract</li> </ul> <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"> <li>Tenure</li> </ul> <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>		<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."</p>	2011

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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"> <li>• Probationary contract</li> <li>• Continuing contract</li> <li>• Term contract</li> </ul> <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"> <li>• Utah Orderly School Termination Procedures Act</li> <li>• Career employee</li> </ul> <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"> <li>• Non-probationary teacher</li> <li>• Probationary teacher</li> </ul> <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

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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"> <li>Continuing contract status</li> </ul> <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"> <li>Continuing contract</li> <li>Provisional employee</li> </ul> <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"> <li>Continuing contract status</li> </ul> <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: Level 1: 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 <i>Level 2:</i> Alternative dispute resolution- mediation and arbitration <i>Level 3:</i> 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"> <li>Continuing contract</li> <li>Tenure</li> <li>Permanently employed</li> </ul> <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. <a href="https://docs.legis.wisconsin.gov/2011/related/acts/10">https://docs.legis.wisconsin.gov/2011/related/acts/10</a>. 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"> <li>Initial contract teacher</li> <li>Continuing contract</li> </ul> <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"> <li>1. Incompetence</li> <li>2. Insubordination</li> <li>3. Neglect of duty</li> <li>4. Immorality</li> <li>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.</li> <li>6. Failure to perform duties in a satisfactory manner</li> </ol> <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"> <li>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</li> <li>2. Immorality, which is defined as the commission of an act which, under the laws of the state, constitutes a crime involving moral turpitude</li> <li>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</li> </ol>
<p>Arizona</p> <p>ARIZ. REV. STAT. § 15-539; 15-544</p>	<ol style="list-style-type: none"> <li>1. Immoral conduct</li> <li>2. Unprofessional conduct</li> <li>3. Conduct in violation of the rules, regulations or policies of the governing board</li> <li>4. Inadequacy of classroom performance</li> <li>5. Good and just cause</li> <li>6. Insubordination</li> <li>7. Economy</li> </ol>
<p>Arkansas</p> <p>ARK. CODE ANN. §§ 6-17-1507, 6-17-1510</p>	<ol style="list-style-type: none"> <li>1. Reduction in work force</li> <li>2. Incompetent performance</li> <li>3. Conduct that materially interferes with continued performance of teacher's duties</li> <li>4. Repeated or material neglect of duty</li> <li>5. Other just or reasonable cause</li> </ol>
<p>California</p> <p>CAL. EDUC. CODE § 44932</p>	<ol style="list-style-type: none"> <li>1. Immoral or unprofessional conduct</li> <li>2. Criminal syndicalism</li> <li>3. Dishonesty</li> <li>4. Unsatisfactory performance</li> <li>5. Evident unfitness for service</li> <li>6. Physical or mental condition unfitting him/her to instruct or associate with children</li> <li>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.</li> <li>8. Conviction of a felony or any crime involving moral turpitude</li> <li>9. Advocating or teaching communism with intent to indoctrinate</li> <li>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)</li> <li>11. Alcoholism or drug abuse that makes the employee unfit to instruct or associate with students</li> </ol>

## 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"> <li>1. Physical or mental disability</li> <li>2. Incompetence</li> <li>3. Neglect of duty</li> <li>4. Immorality</li> <li>5. Unsatisfactory performance</li> <li>6. Insubordination</li> <li>7. Conviction of a felony, the acceptance of a guilty plea, a plea of nolo contendere or a deferred sentence for a felony</li> <li>8. Other good and just cause</li> </ol> <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"> <li>• 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.</li> <li>• 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.</li> </ul>
<p>Connecticut</p> <p>CONN. GEN. STAT. § 10-151(d)</p>	<ol style="list-style-type: none"> <li>1. Inefficiency or incompetence</li> <li>2. Insubordination against reasonable rules of the board of education</li> <li>3. Moral misconduct</li> <li>4. Disability, as shown by competent medical evidence</li> <li>5. Elimination of the position to which the teacher was appointed or loss of a position to another teacher</li> <li>6. Other due and sufficient cause</li> </ol>
<p>Delaware</p> <p>DEL. CODE ANN. tit. 14, § 1411</p>	<ol style="list-style-type: none"> <li>1. Immorality</li> <li>2. Misconduct in office</li> <li>3. Incompetence</li> <li>4. Disloyalty</li> <li>5. Neglect of duty</li> <li>6. Willful and persistent insubordination</li> <li>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).</li> </ol>

## 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"> <li>1. The superintendent charges employee with unsatisfactory performance and notifies the employee of performance deficiencies or</li> <li>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".</li> </ol> <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"> <li>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).</li> </ol> <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"> <li>1. Incompetence</li> <li>2. Insubordination</li> <li>3. Willful neglect of duties</li> <li>4. Immorality</li> <li>5. Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education</li> <li>6. To reduce staff due to loss of students or cancellation of programs</li> <li>7. Failure to secure and maintain necessary educational training</li> <li>8. Any other good and sufficient cause</li> </ol>
<p>Hawaii</p> <p>HAW. REV. STAT. § 302A-609</p>	<ol style="list-style-type: none"> <li>1. Inefficiency or immorality</li> <li>2. Willful violations of policies and regulations of the department of education</li> <li>3. Other good and just cause</li> </ol>

## Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Idaho</p> <p>IDAHO CODE §§ 33-513, 33-515</p>	<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"> <li>1. Material violation of any lawful rules or regulations of the board of trustees or of the state board</li> <li>2. Any conduct that could constitute grounds for revocation of a teaching certificate.</li> <li>3. Financial Emergency</li> <li>4. Failure to notify acceptance of a renewable contract by the first day of July.</li> </ol> <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>
<p>Illinois</p> <p>105 ILL. COMP. STAT. 5/10-22.4, 5/24-12</p>	<ol style="list-style-type: none"> <li>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.)</li> <li>2. Cruelty</li> <li>3. Negligence</li> <li>4. Immorality</li> <li>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)</li> <li>6. Other sufficient cause</li> <li>7. He is not qualified to teach</li> <li>8. The interest of the schools require it</li> <li>9. Decrease in the number of teachers employed in a district (RIF)</li> <li>10. Discontinuance of some particular type of teaching service (RIF)</li> </ol>
<p>Indiana</p> <p>IND. CODE § 20-28-7-1</p>	<ol style="list-style-type: none"> <li>1. Immorality</li> <li>2. Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation</li> <li>3. Justifiable decrease in the number of teaching positions</li> <li>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</li> <li>5. Neglect of duty</li> <li>6. A conviction for: <ul style="list-style-type: none"> <li>• Rape, if the victim is less than 18 years of age</li> <li>• Criminal deviate conduct, if the victim is less than 18 years of age</li> <li>• Child molesting</li> <li>• Child exploitation</li> <li>• Vicarious sexual gratification</li> <li>• Child solicitation</li> <li>• Child seduction</li> <li>• Incest, if the victim is less than 18 years of age</li> </ul> </li> <li>7. Other good and just cause.</li> </ol> <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>
<p>Iowa</p> <p>IOWA CODE § 279.15</p>	<ol style="list-style-type: none"> <li>1. Just cause</li> </ol>

## Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Kentucky</p> <p>KY. REV. STAT. ANN. § 161.790</p>	<ol style="list-style-type: none"> <li>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</li> <li>2. Immoral character or conduct unbecoming a teacher</li> <li>3. Physical or mental disability</li> <li>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</li> </ol>
<p>Louisiana</p> <p>LA. REV. STAT. ANN. § 17:443</p>	<ol style="list-style-type: none"> <li>1. Willful neglect of duty</li> <li>2. Immorality</li> <li>3. Incompetence</li> <li>4. Dishonesty</li> <li>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</li> </ol>
<p>Maine</p> <p>ME. REV. STAT. ANN. tit. 20A, §§ 13201, 13202</p>	<ol style="list-style-type: none"> <li>1. Unfit to teach</li> <li>2. Services not profitable to the school</li> <li>3. Just cause</li> </ol> <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>
<p>Maryland</p> <p>MD. CODE ANN., Educ. § 6-202</p>	<ol style="list-style-type: none"> <li>1. Immorality</li> <li>2. Misconduct in office, including knowingly failing to report suspected child abuse in violation of SS 5-704 of the Family Law Article</li> <li>3. Insubordination</li> <li>4. Incompetence</li> <li>5. Willful neglect of duty</li> </ol>
<p>Massachusetts</p> <p>MASS. GEN. LAWS ch. 71 § 42</p>	<ol style="list-style-type: none"> <li>1. Inefficiency</li> <li>2. Incompetence</li> <li>3. Incapacity</li> <li>4. Conduct unbecoming a teacher</li> <li>5. Insubordination</li> <li>6. Failure on the part of the teacher to satisfy teacher performance standards</li> <li>7. Other just cause</li> </ol>
<p>Michigan</p> <p>MICH. COMP. LAWS § 38.101</p>	<p>Only for a reason that is not arbitrary or capricious, including:</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol>

## Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
<p>Minnesota</p> <p>MINN. STAT. § 122A.40 &amp; 41</p>	<p>Grounds for termination at end of school year:</p> <ol style="list-style-type: none"> <li>1. Inefficiency in teaching or in the management of a school</li> <li>2. Neglect of duty, or persistent violation of school laws, rules, regulations or directives</li> <li>3. Conduct unbecoming a teacher that materially impairs the teacher's educational effectiveness</li> <li>4. Other good and sufficient grounds rendering the teacher unfit to perform the teacher's duties.</li> </ol> <p>Grounds for discharge or demotion:</p> <ol style="list-style-type: none"> <li>1. Immoral conduct, conduct unbecoming a teacher or insubordination</li> <li>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;</li> <li>3. Inefficiency in teaching or in the management of a school</li> <li>4. Affliction with active tuberculosis or other communicable disease (removal or suspension while suffering from such a disability)</li> <li>5. Discontinuance of the position or lack of pupils.</li> </ol> <p>Immediate Discharge:</p> <ol style="list-style-type: none"> <li>1. If teacher's license is revoked due to a conviction for child abuse or sexual abuse.</li> </ol>
<p>Mississippi</p> <p>MISS. CODE ANN. § 37-9-59</p>	<ol style="list-style-type: none"> <li>1. Incompetence</li> <li>2. Neglect of duty</li> <li>3. Immoral conduct</li> <li>4. Brutal treatment of a pupil</li> <li>5. Other good cause</li> </ol>
<p>Missouri</p> <p>MO. REV. STAT. § 168.114, 168.221</p>	<p>For metropolitan districts:</p> <ol style="list-style-type: none"> <li>1. Immorality</li> <li>2. Inefficiency in line of duty</li> <li>3. Violation of the published regulations of the school district</li> <li>4. Violation of the laws of Missouri governing the public schools of the state</li> <li>5. Physical or mental condition which incapacitates for instructing or associating with children</li> </ol> <p>For other districts:</p> <ol style="list-style-type: none"> <li>1. Physical or mental condition which incapacitates for instructing or associating with children</li> <li>2. Immoral conduct</li> <li>3. Incompetency, inefficiency or insubordination in line of duty</li> <li>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</li> <li>5. Excessive or unreasonable absence from performance of duties</li> <li>6. Conviction of a felony or a crime involving moral turpitude</li> </ol>
<p>Montana</p> <p>MONT. CODE ANN. § 20-4-203</p>	<ol style="list-style-type: none"> <li>1. Good Cause</li> </ol>
<p>Nebraska</p> <p>NEB. REV. STAT. §§ 79-824, 79-829</p>	<ol style="list-style-type: none"> <li>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.</li> <li>2. Incompetence (including but not limited to demonstrated deficiencies or shortcomings in knowledge of subject matter, or teaching or administrative skills)</li> <li>3. Neglect of duty</li> <li>4. Unprofessional conduct</li> <li>5. Insubordination</li> <li>6. Immorality</li> <li>7. Physical or mental incapacity</li> <li>8. Failure to give evidence of professional growth (only at year-end completion of contract)</li> <li>9. Other conduct which interferes substantially with the continued performance of duties (only at year-end completion of contract)</li> <li>10. Reduction in force (only at year-end completion of contract)</li> </ol>

## 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"> <li>1. Inefficiency</li> <li>2. Immorality</li> <li>3. Insubordination</li> <li>4. Unprofessional conduct</li> <li>5. Neglect of duty</li> <li>6. Physical or mental incapacity</li> <li>7. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization</li> <li>8. Conviction of a felony or of a crime involving moral turpitude</li> <li>9. Inadequate performance</li> <li>10. Evident unfitness for service</li> <li>11. Failure to comply with such reasonable requirements as a board may prescribe</li> <li>12. Failure to show normal improvement and evidence of professional training and growth</li> <li>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</li> <li>14. Any cause which constitutes grounds for the revocation of a teacher's license</li> <li>15. Willful neglect or failure to observe and carry out the requirements of this title</li> <li>16. Dishonesty</li> <li>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</li> <li>18. Intentional failure to observe and carry out the requirements of a plan to ensure the security of examinations</li> <li>19. Intentionally using aversive intervention on a pupil with disabilities, including the use of physical and mechanical restraints</li> <li>20. Gross misconduct</li> </ol> <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"> <li>1. Whether the employee is employed in a position that is hard to fill</li> <li>2. Whether the teacher or administrator has received a national board certification</li> <li>3. The performance evaluations of the teacher or administrator</li> <li>4. The disciplinary record of the teacher or administrator within the school district</li> <li>5. The criminal record of the teacher or administrator, if any</li> <li>6. The type of licensure held by the teacher or administrator</li> <li>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.</li> </ol>
<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"> <li>• Grounds for nonrenomination and nonreelection are determined at the sole discretion of the school board.</li> </ul> <p>Termination:</p> <ul style="list-style-type: none"> <li>• Conviction of homicide, child pornography, aggravated felonious sexual assault, felonious sexual assault or kidnapping</li> </ul> <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"> <li>1. Inefficiency</li> <li>2. Incapacity</li> <li>3. Unbecoming conduct</li> <li>4. Other just cause</li> </ol>
<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"> <li>1. Any reason the board deems sufficient for employees with less than 3 years of service</li> <li>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</li> </ol> <p>Discharge (prior to expiration of current contract):</p> <ol style="list-style-type: none"> <li>1. Just cause, regardless of length of service</li> </ol>

## 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"> <li>1. Insubordination, immoral character or conduct unbecoming a teacher</li> <li>2. Inefficiency, incompetence, physical or mental disability, or neglect of duty</li> <li>3. Failure to maintain certification as required by statute and by regulations of the commissioner</li> </ol>
<p>North Carolina</p> <p>N.C. GEN. STAT. § 115C-325(e)</p>	<ol style="list-style-type: none"> <li>1. Inadequate performance*</li> <li>2. Immorality</li> <li>3. Insubordination</li> <li>4. Neglect of duty</li> <li>5. Physical or mental incapacity</li> <li>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</li> <li>7. Conviction of a felony or a crime involving moral turpitude</li> <li>8. Advocating the overthrow of the government of the United States or the State of North Carolina by force, violence or other unlawful means</li> <li>9. Failure to fulfill the duties and responsibilities imposed upon teachers by the General Statutes of this State</li> <li>10. Failure to comply with such reasonable requirements as the board may prescribe</li> <li>11. Any cause that constitutes grounds for the revocation of such career teacher's teaching certificate</li> <li>12. A justifiable decrease in the number of positions due to district reorganization, decreased enrollment or decreased funding</li> <li>13. Failure to maintain his/her certificate in a current status</li> <li>14. Failure to repay money owed to the state in accordance with the provisions of Article 60, Chapter 143 of the General Statutes</li> <li>15. Providing false information or knowingly omitting a material fact on an application for employment or in response to a pre-employment inquiry</li> <li>16. For certain employees of lowest-performing schools, failing to pass a general knowledge test 3 times.</li> </ol> <p><i>* Defines inadequate performance: 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"> <li>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</li> <li>2. Originate from the needs of the district in justifying a reduction in staff</li> </ol> <p>Cause:</p> <ol style="list-style-type: none"> <li>1. Immoral conduct</li> <li>2. Insubordination</li> <li>3. Conduct unbecoming the position</li> <li>4. Conviction of a felony</li> <li>5. Failure to perform contracted duties without justification</li> <li>6. Gross inefficiency that the individual has failed to correct after written notice</li> <li>7. Continuing physical or mental disability that renders the individual unfit or unable to perform duties</li> </ol>

## 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, <a href="http://www.legislature.state.oh.us/BillText129_SB_5_EN_N.pdf">http://www.legislature.state.oh.us/BillText129_SB_5_EN_N.pdf</a>).</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"> <li>1. Willful neglect of duty</li> <li>2. Repeated negligence in performance of duty</li> <li>3. Mental or physical abuse to a child</li> <li>4. Incompetence</li> <li>5. Instructional ineffectiveness</li> <li>6. Unsatisfactory teaching performance</li> <li>7. Commission of an act of moral turpitude.</li> <li>8. Felony conviction unless pardon issued</li> <li>9. Criminal sexual activity (sodomy) that impedes effectiveness of school duty performance</li> <li>10. Sexual misconduct (soliciting or imposing of criminal sexual activity that impedes effectiveness of school duty performance)</li> <li>11. Abandonment of contract</li> </ol> <p>Special provisions for low-performing schools of more than 30,000 and implementing alternative governance:</p> <ul style="list-style-type: none"> <li>• Any teacher not retained at the site is given full-time substitute status within the district for no more than 2 years</li> <li>• If the teacher is not offered a contract teaching position within the 2-year period, the board is not required to reemploy the teacher</li> <li>• The district board must designate trained, certified, instructional staff to provide teacher support, development and evaluation, which may include certified personnel other than administrators.</li> <li>• Board's decision on renewal or nonrenewal is final.</li> </ul>
<p>Oregon</p> <p>OR. REV. STAT. § 342.865</p>	<ol style="list-style-type: none"> <li>1. Inefficiency</li> <li>2. Immorality</li> <li>3. Insubordination</li> <li>4. Neglect of duty, including duties specified by written rule</li> <li>5. Physical or mental incapacity</li> <li>6. Conviction of a felony or of a crime according to the provisions of ORS 342.143</li> <li>7. Inadequate performance</li> <li>8. Failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth</li> <li>9. Any cause which constitutes grounds for the revocation of such contract teacher's teaching license.</li> </ol>

## Part II: Reasons for Termination/Dismissal

State	Reasons for Termination
Pennsylvania  PA. STAT. ANN. tit. 24, § 11-1122	<ol style="list-style-type: none"> <li>1. Immorality</li> <li>2. Incompetence</li> <li>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.</li> <li>4. Intemperance</li> <li>5. Cruelty</li> <li>6. Persistent negligence in the performance of duties</li> <li>7. Willful neglect of duties</li> <li>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</li> <li>9. Advocating of or participating in un-American or subversive doctrines</li> <li>10. Conviction of a felony or acceptance of a guilty plea or nolo contendere therefore</li> <li>11. Persistent and willful violation of or failure to comply with the school laws of the commonwealth</li> </ol>
Rhode Island  R.I. GEN. LAWS § 16-13-3	<ol style="list-style-type: none"> <li>1. Good and just cause</li> </ol>
South Carolina  S.C. CODE ANN. § 59-25-160	<ol style="list-style-type: none"> <li>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</li> <li>2. Persistent neglect of duty</li> <li>3. Willful violation of rules and regulations of district board of trustees</li> <li>4. Drunkenness</li> <li>5. Conviction of a violation of the laws of this state or the United States</li> <li>6. Gross immorality</li> <li>7. Dishonesty</li> <li>8. Illegal use, sale or possession of drugs or narcotics</li> </ol>
South Dakota  S.D. CODIFIED LAWS § 13-43-6.1	Just cause, including: <ol style="list-style-type: none"> <li>1. Poor performance</li> <li>2. Incompetence</li> <li>3. Gross immorality</li> <li>4. Unprofessional conduct</li> <li>5. Insubordination</li> <li>6. Neglect of duty</li> <li>7. Violation of any policy or regulation of the school district</li> <li>8. Breach of contract</li> </ol>

## 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"> <li>1. Incompetence</li> <li>2. Inefficiency</li> <li>3. Neglect of duty</li> <li>4. Unprofessional conduct</li> <li>5. Insubordination</li> </ol> <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"> <li>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)</li> <li>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.</li> </ol>
<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"> <li>1. Behavior exhibiting unfitness for duty through immoral, unprofessional or incompetent conduct</li> <li>2. Committing any other violation of standards of ethical conduct, performance or professional competence.</li> </ol>
<p>Vermont</p> <p>VT. STAT. ANN. tit. 16, § 1752</p>	<p>For non-renewal of contract:</p> <ol style="list-style-type: none"> <li>1. Non-probationary teacher: Just and sufficient cause</li> <li>2. Probationary teacher: Any reason other than those prohibited by law.</li> </ol> <p>For dismissal (all teachers):</p> <ol style="list-style-type: none"> <li>1. Incompetence</li> <li>2. Conduct unbecoming a teacher</li> <li>3. Failure to attend to duties</li> <li>4. Failure to carry out reasonable orders and directions of the superintendent and school board.</li> </ol>
<p>Virginia</p> <p>VA. CODE ANN. § 22.1-307</p>	<ol style="list-style-type: none"> <li>1. Incompetence</li> <li>2. Immorality</li> <li>3. Noncompliance with school laws and regulations</li> <li>4. Disability as shown by competent medical evidence when in compliance with federal law</li> <li>5. Conviction of a felony or a crime of moral turpitude</li> <li>6. Subject of a founded complaint of child abuse or neglect</li> <li>7. Other good and just cause</li> </ol>
<p>Washington</p> <p>WASH. REV. CODE § 28A.405.210</p>	<ol style="list-style-type: none"> <li>1. Sufficient cause(s)</li> <li>2. Certificate or permit is subject to revocation upon a guilty plea or conviction of any specified felony crime</li> </ol>

## Part II: Reasons for Termination/Dismissal

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

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

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***Equipping Education Leaders, Advancing Ideas***

## Pro & Con Arguments: "Should teachers get tenure?"

### PRO Teacher Tenure

1. Tenure protects teachers from being fired for personal, political, or other non-work related reasons. Before tenure, teachers could be dismissed when a new political party took power or a principal wanted to make room to hire his friends. Women were dismissed for getting married, becoming pregnant, wearing pants, or being out too late in the evenings. [1]
2. Tenure prohibits school districts from firing experienced teachers to hire less experienced and less expensive teachers. The threat of economic firing has increased in recent years with so many school districts facing budget cuts. [8] Marcia Rothman, a teacher for 14 years, said at a Dec. 16, 2010 protest in New York, "They don't want old experienced teachers who are too expensive. It's a concerted effort to harass older teachers, so they can hire two young teachers." [9]
3. Tenure protects teachers from being fired for teaching unpopular, controversial, or otherwise challenged curricula such as evolutionary biology and controversial literature. [10] According to Edison State College teacher David McGrath, tenure "ensures academic freedom to teach important concepts such as evolution, and classic texts such as 'Huckleberry Finn,' 'To Kill a Mockingbird' or 'Catcher in the Rye,' all of which have been banned by some school districts, as recently as this year [2010], in America." [11]
4. The promise of a secure and stable job attracts many teachers to the teaching profession, and eliminating teacher tenure would hamper teacher recruitment. Starting salaries for teachers are frequently lower than other occupations requiring similar levels of education and training. [12] A Mar. 2008 report (1 MB) [12] by the Economic Policy Institute found that public school teachers received 15% lower weekly earnings than workers with comparable education and work experience. [13]
5. Removing tenure would reduce innovation in teaching. Without the protection of tenure, teachers may feel pressured to use the same lesson plans and teach directly to standardized tests. [14] Former California Teachers Association President Barbara Kerr said, "Teachers are afraid to try new, innovative things if they are afraid of losing their job." [3]

### CON Teacher Tenure

1. Teacher tenure creates complacency because teachers know they are unlikely to lose their jobs. Tenure removes incentives for teachers to put in more than the minimum effort and to focus on improving their teaching. [8]
2. Tenure makes it difficult to remove underperforming teachers because the process involves months of legal wrangling by the principal, the school board, the union, and the courts. It can take up to 335 days to remove a tenured teacher in Michigan before the courts get involved. A June 1, 2009 study (5.8 MB) [20] by the New Teacher Project found that 81% of school administrators knew a poorly performing tenured teacher at their school; however, 86% of administrators said they do not always pursue dismissal of teachers because of the costly and time consuming process. [2] [4]
3. Tenure makes seniority the main factor in dismissal decisions, instead of teacher performance and quality. [21] Tenure laws maintain the "last-hired, first-fired" policy. On Feb. 24, 2010, the American Civil Liberties Union filed suit against the Los Angeles Unified School District, claiming that basing layoffs on seniority harms younger teachers as well as "low-income students and persons of color." [22] On Oct. 6, 2010, both sides settled to cap or end layoffs at schools. [23]
4. Tenure is not needed to recruit teachers. Sacramento Charter High School, which does not offer tenure, had 900 teachers apply for 80 job openings. [3]
5. With job protections through court rulings, collective bargaining, and state and federal laws, teachers today no longer need tenure to protect them from dismissal. [24] For this reason, few other professions offer tenure because employees are adequately protected with existing laws. [25]
6. Tenure makes it costly to remove a teacher with poor performance or who is guilty of wrongdoing. It costs an average of \$250,000 to fire a teacher in New York City. [27] New York spent an estimated \$30 million a year paying tenured teachers accused of incompetence and wrongdoing to sit in "rubber rooms" before those rooms were shut down on June 28, 2010. [6]

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| <p>6. Instead of weakening or abolishing tenure, administrators should create a more thorough and meaningful teacher evaluation process. The existence of inadequate teachers should be blamed on the poor judgment of administrators, not teacher tenure. Administrators are responsible for evaluating teachers before granting tenure and helping to develop struggling teachers. According to a 2008 report by the National Council on Teacher Quality, not a single state has even "partly" developed a "meaningful" tenure-granting process. [15] [4]</p> <p>7. Eliminating tenure will not reduce class sizes or make schools cleaner and safer. [16] Tenure has become a scapegoat for problems facing education. If tenure is abolished, problems of underfunding, overcrowding, and lack of control over students' home lives will persist. [10]</p> <p>8. Tenure allows teachers to advocate on behalf of students and disagree openly with school and district administrators. [14] Award-winning history teacher Kerry Sylvia said that without tenure, she would be afraid of being fired because of her public opposition to initiatives by administrators. [17]</p> <p>9. Contrary to public perception, tenure does not guarantee a teacher a job for life. Each state's tenure laws establish strict requirements and processes for removing a tenured teacher. Tenure also guarantees teachers a termination hearing before the board of education or an impartial hearing panel. [18]</p> <p>10. Tenure protects teachers from being prematurely fired after a student makes a false accusation or a parent threatens expensive legal action against the district. After an accusation, districts might find it expedient to quickly remove a teacher instead of investigating the matter and incurring potentially expensive legal costs. The thorough removal process mandated by tenure rules ensures that teachers are not removed without a fair hearing. [14]</p> <p>11. Tenure encourages the careful selection of qualified and effective teachers. Since it is difficult to remove tenured teachers, tenure encourages school administrators to take more care when making hiring decisions. Additionally, tenure prompts administrators to dismiss underperforming teachers before they achieve tenure and cannot be removed as easily. [19]</p> <p>12. The formal dismissal process guaranteed by tenure protects teachers from punitive evaluation systems and premature dismissal. It allows under-performing</p> | <p>7. With most states granting tenure after three years, teachers have not had the opportunity to "show their worth, or their ineptitude." [28] A Nov. 21, 2008 study (2.5 MB) by the University of Washington's Center on Reinventing Public Education found that the first two to three years of teaching do not predict post-tenure performance. [29]</p> <p>8. With the emphasis on standardized testing after the passage of No Child Left Behind in 2001, academic freedom has largely disappeared, and therefore a primary argument in favor of teacher tenure has become moot. [10] According to an Oct. 1, 2006 survey (90 KB) published in <i>Planning and Changing</i>, 56% of school board presidents disagreed with the statement that teacher tenure ensures academic freedom. [18]</p> <p>9. Tenure at the K-12 level is not earned, but given to nearly everyone. To receive tenure at the university level, professors must show contributions to their fields by publishing research. At the K-12 level, teachers only need to "stick around" for a short period of time to receive tenure. [30] A June 1, 2009 study by the New Teacher Project (5.8 MB) found that less than one percent of evaluated teachers were rated unsatisfactory. [2]</p> <p>10. Tenure is unpopular among educators and the public. An Apr.-May 2011 survey of 2,600 Americans found that 49% oppose teacher tenure while 20% support it. Among teachers, 53% support tenure while 32% oppose it. According to a Sep. 2010 report, 86% of education professors favor "making it easier to terminate unmotivated or incompetent teachers - even if they are tenured." [31] [32]</p> <p>11. Teacher tenure may benefit some teachers, but does nothing to promote the education of children. Former DC Schools Chancellor Michelle Rhee said, "Tenure is the holy grail of teacher unions, but it has no educational value for kids; it only benefits adults." [27]</p> <p>12. Teacher tenure requires schools to make long-term spending commitments and prevents districts from being fiscally flexible. Teacher employment contracts generally lack provisions for declining enrollment and economic turmoil. [33]</p> <p>13. Public Agenda President Deborah Wadsworth argues that because senior teachers will choose to teach more resource-rich and less challenging populations instead of the classrooms that would benefit the most from experienced teachers, teacher tenure leads to "a</p> |
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teachers a chance to improve their skills rather than be hastily fired. [4]

13. Many teachers work better when they do not have fears of being fired. [19] Without the anxiety and fear of losing employment, teachers can focus their efforts on providing the best education for students.

distribution of talent that is flawed and inequitable." [34]

14. School board presidents believe that teacher tenure makes it more difficult to improve education. In an Oct. 1, 2006 survey (90 KB) [2], 91% of school board presidents either agreed or strongly agreed that tenure impedes the dismissal of underperforming teachers. 60% also believed that tenure does not promote fair evaluations. [18]

**Background: "Should teachers get tenure?"**

## Background: "Should teachers get tenure?"



(click to enlarge image)

Kindergarten Teacher Wendy Wadsworth protests against Florida Bill SB6, which aimed to eliminate teacher tenure.

Source: Tiffany Tompkins-Condle, [www.brandenton.com](http://www.brandenton.com), Apr. 15, 2010

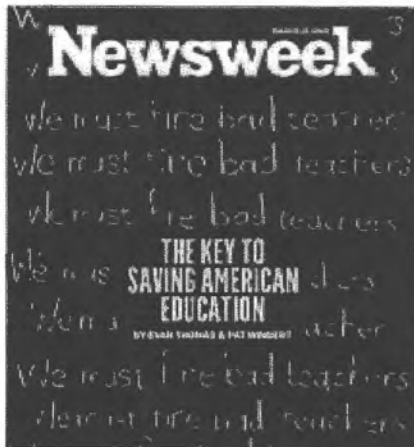
Teacher tenure is the increasingly controversial form of job protection that public school teachers in all states receive after 1-7 years on the job. As of 2008, 2.3 million teachers have tenure. [10]

Proponents of tenure argue that it protects teachers from being fired for personal or political reasons, and prevents the firing of experienced teachers to hire less expensive new teachers. They contend that since school administrators grant tenure, neither teachers nor teacher unions should be unfairly blamed for problems with the tenure system.

Opponents of tenure argue that this job protection makes the removal of poorly performing teachers so difficult and costly that most schools end up retaining their bad teachers. They contend that tenure encourages complacency among teachers who do not fear losing their jobs, and that tenure is no longer needed given current laws against job discrimination.

Prior to the introduction of teacher tenure, teachers were often fired for non-work related reasons. Teachers could be dismissed if a new political party took power or if a principal wanted to give jobs to his friends. Calls for special protections for teachers coincided with the women's suffrage movement and labor struggles during the late 19th century. The National Education Association issued a report in 1885 advocating for public school teachers to receive tenure to protect against political favoritism and discrimination based on gender and race. In 1886, Massachusetts became the first state to pass a pre-college tenure law. [1] When nearly 10,000 teachers arrived in Chicago for the 1887 NEA conference, teacher tenure was one of the main discussion topics. In 1909, New Jersey passed the first comprehensive K-12 tenure law (90 KB) in the US. Proponents of the teacher tenure law in New Jersey argued that it would attract more qualified teachers and eliminate political favoritism, while opponents warned that tenure would make it more difficult to remove ineffective teachers. [18]

After the Great Depression, teachers began to organize politically in order to receive funding and job protections. [35] Teachers unions negotiated for tenure clauses in their contracts with state and individual school districts. By 1940, 70% of K-12 public school teachers had job protections. [4] In the mid-1950s, the number grew to over 80%. [4]



(Click to enlarge image)

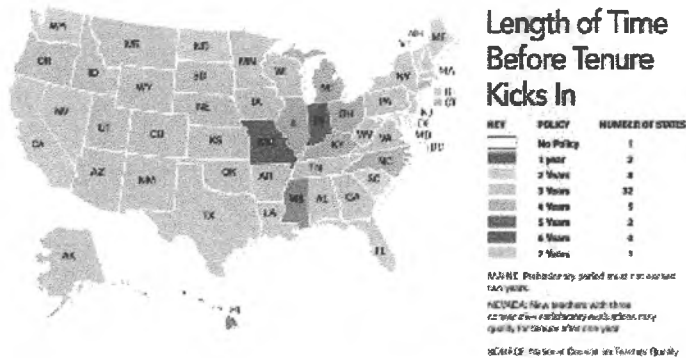
Cover of the Mar. 15, 2010 issue of *Newsweek* Magazine

Source: Eric Tipler, "Fire Teachers and Replace Jefferson with Aquinas? A Bizarre Week in Education," [www.huffingtonpost.com](http://www.huffingtonpost.com), Mar. 16, 2010

Education and tenure reform became a national issue following the release of *A Nation at Risk* (131 KB) [35], a 1983 report of President Ronald Reagan's National Commission on Excellence in Education that found "the educational foundations of our society are presently being eroded by a rising tide of mediocrity that threatens our very future as a Nation and a people." [36] The report prompted states to look at reforming tenure, strengthening educational standards, and increasing the use of standardized tests.

Following the release of a 1985 report by the Illinois State Board of Education showing that only three tenured teachers were dismissed on average per year, the Illinois legislature changed their tenure laws to make it easier to dismiss underperforming teachers. [18] In the 18 years following these changes, only 39 tenured teachers were dismissed. [18]

In 2000, Georgia Governor Roy Barnes, a Democrat, successfully pushed a law through the legislature eliminating tenure for new teachers. Barnes told a joint session of the General Assembly, "Most of the time, tenure means a principal doesn't even try to dismiss a bad teacher because, even if the principal bucks the odds and succeeds, the cost in time and money is staggering." [37] When Barnes was up for reelection in 2002, teachers refused to support him, helping Sonny Perdue to become the first Republican Governor of Georgia since 1872.



(Click to enlarge image)

Length of tenure, state by state  
 Source: Stephen Sawchuk, "States Strive to Overhaul Teacher Tenure,"  
 www.edweek.org, Apr. 7, 2010

California Governor Arnold Schwarzenegger took the issue of teacher tenure directly to the voters in a Nov. 8, 2005 special election. Proposition 74 called for the period of time before a teacher becomes tenured to be extended from two years to five years. In response, the California Teachers Association increased member fees by \$60, raising \$50 million to fight Proposition 74. [4] The proposition failed, receiving 45% of the vote. [5]

On July 24, 2009, President Barack Obama and Secretary of Education Arne Duncan announced the Race to the Top program which made available \$4.35 billion in grants to "encourage and reward States that are creating the conditions for education innovation and reform." [38] Requirements for states to receive funding from the new federal program include adopting policies that take into account student achievement when evaluating teachers and having plans to remove "ineffective tenured and untenured teachers."



(Click to enlarge image)

Joel Klein, Chancellor of New York Public Schools from Aug. 19, 2002 to Jan. 1 2011, discusses teacher tenure and school reform on ABC's *The View*  
 Source: "Klein: Time for the Reformation,"  
 www.nypost.com, Sep. 28, 2010

After failing to win Race from the Top funding, Colorado passed legislation in May of 2009 making it possible for teachers to lose their tenure status. Also in 2009, Ohio extended the period before a

teacher becomes tenured from three years to seven.

Despite New York City Mayor Michael Bloomberg favoring "ending tenure as we know it," the United Federation of Teachers, with the largest political-action fund in New York City, has so far been able to protect tenure for teachers. New York is currently ineligible to receive Race to the Top funding because of an April 2008 law passed by the state legislature banning the use of student test data when making tenure decisions. [40]


Some changes to tenure have been made under the leadership of Joel Klein, Chancellor of New York City Public Schools. From 2002 when Klein was appointed by Mayor Bloomberg until 2009, the percentage of third-year teachers not receiving tenure has risen from three percent to six, and the percentage of tenured teachers receiving unsatisfactory ratings increased from 1% to 1.8%. On June 28, 2010, the city's "rubber rooms," where approximately 600 tenured teachers "accused of incompetence and wrongdoing" received a full salary to sit in a sparse room every day, were closed. [6] [7]

A Feb. 11, 2010 *LA Weekly* investigation found that the Los Angeles Unified School District spent \$3.5 million trying to fire seven underperforming teachers. On average, legal struggles to remove each teacher took five years and ended with four of the teachers being fired. Thirty-two other underperforming teachers were given an average of \$50,000 by the district to quit. [41]

In 2008, DC Schools Chancellor Michelle Rhee proposed giving teachers the option of linking pay to performance in exchange for teachers giving up tenure. Union leadership refused to allow their membership to vote for the proposal that would allow teachers to earn up to \$130,000 a year. When the DC teachers union allowed their membership to vote on the proposal in June of 2010, 80% of teachers voted in favor of it. The following month, Ms. Rhee fired 241 teachers and placed 737 teachers on notice for being "minimally effective."

On Sep. 24, 2010, the documentary *Waiting for "Superman"* brought the debate over teacher tenure and New York City's "rubber rooms" to the big screen. The documentary by the Academy Award-winning director of *An Inconvenient Truth* took a negative view of teacher tenure and teachers unions, prompting American Federation of Teachers President Randi Weingarten to call the film "unfair," "misleading," and potentially "dangerous." [42]

The New Jersey School Boards Association issued a white paper on Sep. 30, 2010 calling for an overhaul of the tenure process. [43] In his State of the State address on Jan. 11, 2011, New Jersey Gov. Chris Christie (R) said "the time to eliminate teacher tenure is now." [44] The New Jersey Education Association has proposed changes to teacher tenure such as using arbitrators instead of judges to hear dismissal cases, but it plans to fight the Governor over the elimination of tenure. [44]

Between Jan. and Aug. of 2011, 18 state legislatures modified their teacher tenure laws (90 KB) . [45] Many states chose to include teacher performance evaluations into their revised tenure legislation, and the Idaho legislature passed SB 1108 which phased out tenure for new teachers.

AMENDMENT

OFFERED IN THE HOUSE  
TO: HB 162

BY REPRESENTATIVE SEATON

1 Page 1, lines 11 - 14:

2 Delete "If the teacher taught five [THREE] or more years in the federal agency school  
3 and, at the time of transfer, had a valid Alaska teaching certificate, that teacher shall be placed  
4 on tenure in the absorbing district."

5 Insert "[IF THE TEACHER TAUGHT THREE OR MORE YEARS IN THE  
6 FEDERAL AGENCY SCHOOL AND, AT THE TIME OF TRANSFER, HAD A VALID  
7 ALASKA TEACHING CERTIFICATE, THAT TEACHER SHALL BE PLACED ON  
8 TENURE IN THE ABSORBING DISTRICT.]"

9

10 Page 2, lines 1 - 17:

11 Delete all material and insert:

12 **\*\* Sec. 2.** AS 14.20.147 is amended by adding a new subsection to read:

13 (d) A school district may immediately grant tenure in the school district to a  
14 teacher who transfers to or is absorbed into a school district under (a) of this section if  
15 the teacher was employed as a teacher continuously for three years in a school  
16 operated by a federal agency and has a valid Alaska teaching certificate. A school  
17 district shall immediately grant tenure in the school district to a teacher who transfers  
18 to or is absorbed into a school district under (a) of this section if the teacher was  
19 employed as a teacher continuously for four years in a school operated by a federal  
20 agency and has a valid Alaska teaching certificate.

21 **\* Sec. 3.** AS 14.20.150(a) is amended to read:

22 (a) Except as provided in (c), [OR] (d), or (f) of this section, a teacher  
23 acquires tenure rights in a district when the teacher

1 (1) possesses a valid teaching certificate that authorizes the teacher to  
2 be employed as a certificated teacher or as an administrator under regulations adopted  
3 by the department;

4 (2) has been employed as a teacher in the same district continuously  
5 for four [THREE] full school years;

6 (3) receives, in the fourth [THIRD] year of any four-year [THREE-  
7 YEAR] period of continuous employment with the district, an evaluation under the  
8 district's evaluation system stating that the teacher's performance meets the district  
9 performance standards; and

10 (4) on or before October 15 of the school year,

11 (A) accepts a contract for employment as a teacher in the  
12 district for a fifth [FOURTH] consecutive school year; and

13 (B) performs a day of teaching services in the district during  
14 that school year.

15 \* Sec. 4. AS 14.20.150(e) is amended to read:

16 (e) Notwithstanding (a) of this section, a teacher who has acquired tenure in a  
17 school district who moves to a new school district acquires tenure in the new school  
18 district on the first instructional day of the fourth [THIRD] year of employment in the  
19 new school district if

20 (1) the teacher otherwise meets the qualifications for tenure set out in  
21 (a) of this section; and

22 (2) the break in service meets the requirements of (d) of this section.

23 \* Sec. 5. AS 14.20.150 is amended by adding a new subsection to read:

24 (f) A school district may, in the district's discretion, grant a teacher tenure  
25 rights if the teacher

26 (1) possesses a valid teaching certificate that authorizes the teacher to  
27 be employed as a certificated teacher or as an administrator under regulations adopted  
28 by the department;

29 (2) has been employed as a teacher in the same district continuously  
30 for three full school years;

31 (3) receives, in the third year of any three-year period of continuous

1 employment with the district, an evaluation under the district's evaluation system  
2 stating that the teacher's performance meets the district performance standards; and  
3 (4) on or before October 15 of the school year,  
4 (A) accepts a contract for employment as a teacher in the  
5 district for a fourth consecutive school year; and  
6 (B) performs a day of teaching services in the district during  
7 that school year."  
8

9 Renumber the following bill sections accordingly.  
10

11 Page 2, line 20:

12 Delete "Sections 1 and 2"

13 Insert "Sections 1 - 5"

14

15 Page 2, lines 21 - 22:

16 Delete "secs. 1 and 2"

17 Insert "secs. 1 - 5"

#2

AMENDMENT

OFFERED IN THE HOUSE  
TO: HB 162

BY REPRESENTATIVE SEATON

1 Page 2, following line 17:

2 Insert new bill sections to read:

3 **\*\* Sec. 3.** AS 14.20 is amended by adding a new section to read:

4 **Sec. 14.20.152. Tenure subject to review.** After a teacher acquires tenure  
5 under AS 14.20.147 or 14.20.150 or reacquires tenure under AS 14.20.150, the tenure  
6 shall be reviewed by the school employing the teacher at the end of each subsequent  
7 five-year period of continuous employment. The school district may terminate the  
8 tenure if, upon conclusion of the review, the school district finds that during the five-  
9 year review period

10 (1) the teacher did not meet the school district's goals for student  
11 academic achievement for two of the five years;

12 (2) the teacher's work performance did not improve as required in a  
13 plan of improvement provided under AS 14.20.149; or

14 (3) the teacher did not adequately assist the school district with the  
15 implementation of a school-wide change made by the school district to the  
16 instructional model that is used by a school where the teacher is employed.

17 **\* Sec. 4.** AS 14.20.160 is amended to read:

18 **Sec. 14.20.160. Loss of tenure rights.** Tenure rights are lost when the  
19 teacher's employment in the district is interrupted or terminated **or when tenure is**  
20 **terminated under AS 14.20.152.** However, a teacher on layoff status does not lose  
21 tenure rights during the period of layoff except as provided under AS 14.20.177."  
22

23 Renumber the following bill sections accordingly.

1

2 Page 2, line 20:

3 Delete "Sections 1 and 2"

4 Insert "Sections 1 - 4"

5

6 Page 2, lines 21 - 22:

7 Delete "secs. 1 and 2"

8 Insert "secs. 1 - 4"

# Fiscal Note

State of Alaska  
2013 Legislative Session

Bill Version: HB 162  
Fiscal Note Number: \_\_\_\_\_  
( ) Publish Date: \_\_\_\_\_

Identifier: HB162-EED-TLS-3-14-13  
Title: TEACHER TENURE  
Sponsor: T.WILSON  
Requester: House Education

Department: Department of Education and Early Development  
Appropriation: Teaching and Learning Support  
Allocation: Student and School Achievement  
OMB Component Number: 2796

### Expenditures/Revenues

Note: Amounts do not include inflation unless otherwise noted below. (Thousands of Dollars)

	FY2014	Included in	Out-Year Cost Estimates				
	Appropriation Requested	Governor's FY2014 Request	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
<b>OPERATING EXPENDITURES</b>	<b>FY 2014</b>	<b>FY 2014</b>					
Personal Services							
Travel							
Services							
Commodities							
Capital Outlay							
Grants & Benefits							
Miscellaneous							
<b>Total Operating</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

### Fund Source (Operating Only)

None							
<b>Total</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

### Positions

Full-time							
Part-time							
Temporary							

<b>Change in Revenues</b>							
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Estimated SUPPLEMENTAL (FY2013) cost: 0.0

Estimated CAPITAL (FY2014) cost: 0.0

### ASSOCIATED REGULATIONS

Does the bill direct, or will the bill result in, regulation changes adopted by your agency? No  
If yes, by what date are the regulations to be adopted, amended or repealed?

### Why this fiscal note differs from previous version:

Initial Version
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Prepared By: Paul R. Prussing, Deputy Director  
Division: Teaching and Learning Support  
Approved By: Mike Hanley  
Commissioner

Phone: (907)465-8721  
Date: 03/14/2013 05:03 PM  
Date: 03/14/13

FISCAL NOTE ANALYSIS

STATE OF ALASKA  
2013 LEGISLATIVE SESSION

BILL NO. HB162

**Analysis**

Sec 1 amends AS 14.20.147 (b) Transfer or absorption of attendance area or federal agency school and teachers and Section 2 amends AS 14.20.150 (a) Acquisition and reacquisition of tenure rights .

Both sections change the time teachers need to be employed continuously by the same district in order to reach tenured status from three to five years.

This act would take effect immediately.

No anticipated fiscal impact on the department.