

TEACHER CONTRACT NON-RENEWAL: SOUTHEAST AND MIDWEST PRINCIPALS*

Andy Nixon
Abbot L Packard
Margaret Dam

This work is produced by The Connexions Project and licensed under the
Creative Commons Attribution License †

Abstract

This quantitative study investigated reasons that school principals recommend non-renewal of probationary teachers' contracts. Principals in the Southeast and Midwest completed an emailed survey. The ordinal nature of the data gathered dictated that comparisons be made between groups using the Mann Whitney U. The study investigated the barriers that work against principals addressing ineffective teaching. Results indicated that principals from both regions are more willing to initiate contract non-renewal when there has been an ethical violation or inappropriate conduct. Principals from both regions reported that teacher instructional skills are more important than subject content knowledge and dispositions in teacher contract non renewals. Vast differences in response by region were found, however as Midwestern principals strongly identified the following barriers: "teacher union," "high cost of litigation," "laws protecting teachers," "collective bargaining agreement," and "desire to avoid conflict and confrontation." Both regions identified "time" as a barrier.



NOTE: This manuscript has been peer-reviewed, accepted, and endorsed by the National Council of Professors of Educational Administration (NCPEA) as a significant contribution to the scholarship and practice of education administration. In addition to publication in the Connexions Content Commons, this module is published in the *International Journal of Educational Leadership Preparation*,¹ Volume 6, Number 4 (October - December, 2011), ISSN 2155-9635. Formatted and edited in Connexions by Theodore Creighton and Brad Bizzell, Virginia Tech and Janet Tareilo, Stephen F. Austin State University. The assignment of topic editor and double-blind reviews managed by Editor, Linda Lemasters, George Washington University.

*Version 1.3: Nov 29, 2011 12:31 pm US/Central

†<http://creativecommons.org/licenses/by/3.0/>

¹<http://www.ncpeapublications.org>

1 Sumario en español

Este estudio cuantitativo investigó razones que esos directores de la escuela recomiendan no-renovación de los contratos de maestros probatorios. Los directores en el Sudeste y Medio oeste completaron un mandó un correo electrónico inspección. La naturaleza ordinal de los datos reunió dictó que comparaciones son hechas entre los grupos que utilizan el Mann Whitney U. El estudio investigó las barreras que influyen negativamente a directores que dirige la enseñanza ineficaz. Los resultados indicaron que directores de ambas regiones están más dispuestos a iniciar no-renovación de contrato cuando haya una infracción ética o conducto inadecuado. Los directores de ambas regiones informaron que maestro habilidades instruccionales son más importantes que el conocimiento y las disposiciones contentos sujetos en el contrato de maestro no renovaciones. Las diferencias vastas en la respuesta por la región fueron encontradas, como como directores del medioeste identificaron totalmente las barreras siguientes: "La unión de maestro," "el costo alto de pleito," "las leyes que protegen a maestros," "acuerdo de negociación colectiva," y "deseo para evitar conflicto y enfrentamiento". Ambas regiones identificaron "tiempo" como una barrera.

NOTE: Esta es una traducción por computadora de la página web original. Se suministra como información general y no debe considerarse completa ni exacta.

2 Introduction

In an era of intense state and federal accountability for teaching and student learning, school principals face striking challenges which typically work against recommending contract non-renewal for teachers. School principals confront pressure from state and federal accountability legislation to produce evidence of student learning on standardized assessments. In this high-stakes accountability environment, principals' decisions play an important part in determining whether teachers are offered contracts. Learning more about the criteria that principals apply to teacher contract non-renewal decisions affords an opportunity to improve the teacher preparation process and in-service teacher professional development. Additionally, identifying the barriers that prevent principals from removing ineffective teachers serves to improve the prospect of learning for all students. It is unclear if principals have the tools that they need to work toward seeing an effective teacher in every classroom.

Bridges (1992, 1993), Lavelly, Berger, and Follman (1992), and Tucker (2001) estimated the number of incompetent teachers ranges from 5% to 15% percent. Bridges (1992, 1993) and Tucker (2001) found the teacher dismissal rate is less than 1%. Zirkel (2010) reported the percentage of tenured teachers terminated for poor performance is 1.4, and the percentage for probationary teachers is less at 0.7. The National Education Association (NEA), which represents approximately 2.5 million teachers, confirmed that they are involved in just several hundred cases involving dismissal each year (Patterson, 2000). Certainly parents, taxpayers, and students are entitled to understand why the percentage of teacher contract non-renewal lags below the number of identified incompetent teachers.

This quantitative study investigated reasons for the contract non-renewal of probationary teachers and the obstacles that principals face in dealing with ineffective teachers. Principals from four Southeastern states (Alabama, Georgia, North Carolina, & South Carolina) and four Midwestern states (Illinois, Indiana, Iowa, & Ohio) were surveyed electronically. School principals from the aforementioned states responded to an emailed survey which provided demographic information and reasons they would be likely to recommend contract non-renewal for probationary teachers. The study answers four core questions:

1. What is the priority of reasons that school principals would recommend non-renewal of a probationary teacher's contract?
2. Which behaviors do principals observe most frequently from ineffective teachers?
3. Which barriers complicate school principals' ability to deal with ineffective teachers?
4. Are findings (research questions 1-3) from Southeastern states significantly different than the Midwestern states?

3 Review of the Literature

3.1 Legal Aspects

In this article, the authors have consciously used the term “contract non-renewal” versus other similar terminology because contract non-renewal is the most appropriate legal language regarding probationary teachers. Teacher contract non-renewals are legal procedures which are defined in courts, by hearing examiners, through state statutes, and by means of master contracts and local policies and procedures. The entanglement of various levels of requirements creates a challenging reality regarding the complexity of non-renewal procedures for already over-extended school principals.

All states uniquely define the requirements for ending the employment of teachers, depending on their tenure status. Most importantly, a tenured teacher must be afforded certain procedural rights prior to dismissal or termination. These rights generally include notice of the grounds for the action and the opportunity to a hearing. Depending on the statutory protections of the state granting tenure, tenured teachers often must be provided with names of witnesses, the power of subpoena to compel production of documents and testimony of witnesses, the right to counsel at all stages of the process, and the right to appeal. Non-tenured, or probationary teachers, are considered “at will employees” and are not generally afforded the same due process rights as tenured teachers. Their contracts generally may be non-renewed without cause at the option of the employer upon proper notice of the intent not to renew by the employing school board at the end of any contract year.

In a 1972 case (*Roth v Board of Regents, 408 U.S. 564*) the Supreme Court held that probationary teachers need not be given due process unless the non-renewal deprived the teacher of a property or liberty interest. A property interest means that a teacher has a legal expectation of continuing employment, which a probationary teacher does not. A liberty interest is the right of teachers to not have their reputations defamed. Probationary teacher contract renewals generally do not state a reason for a contract not to be tendered (without cause). Therefore, there is no violation of a liberty interest for the probationary teacher as reasons for non-renewal are not made public.

Even though probationary teachers may have their contracts non-renewed without cause, emblematic reasons exist for both tenured and probationary teachers. The most common legal reasons (for teachers generally) are defined in state statutes and often include incompetency, insubordination, immorality, good cause, reduction in force, and contract violations. The legal reasons manifest in behaviors such as excessive absenteeism and tardiness, neglect of duty, abusive language, administering corporal punishment, unethical conduct, sexual misconduct, abuse of a controlled substance, theft or fraud, misuse of a school computer, criminal misconduct outside the work setting, and conduct unbecoming a teacher, among others (Lawrence, Vashon, Leake, & Leake, 2005).

The first legal reason for contract non-renewal, teacher incompetence, is viewed as a pattern of behavior rather than a single event. Alexander and Alexander (2009) defined incompetence in the context of fitness to teach, noting that “fitness to teach is essential and contains a broad range of factors. . .lack of knowledge of subject matter, lack of discipline, unreasonable discipline, unprofessional conduct, and willful neglect of duty” (p. 796). McCarthy and Cambron-McCabe (1987, p. 395) similarly defined incompetency as “lack of ability, legal qualifications, or fitness to discharge the required duty.” Rossow and Parkinson (1992) noted that removing a teacher for incompetence requires repeated evaluations that show remedied deficiencies. The courts view incompetence as needing a “multiple deficiencies requirement” which involves principal time and documentation.

Another legal reason for contract non-renewal is immorality. Immorality has been viewed as a course of conduct that offends the morals of the community (Van Berkum, Richardson, Broe, & Lane, 2008). The standards of dismissal for immorality are vague, often leaving a principal in the difficult position to evaluate whether teacher actions are immoral. Typically, a case of morality might involve teacher dishonesty or sexual misconduct.

Another common statutory reason cited for teacher contract non-renewal is insubordination. Insubordination is the willful disregard, or refusal to, obey reasonable directives. Often insubordination manifests itself in teacher behavior such as absenteeism and tardiness. Generally, teacher actions over a period of

time that are not corrected may be interpreted as insubordinate. This is frequently one of the easiest legal grounds to show to a court or hearing examiner, as insubordinate behavior might be more apparent than a subjective classroom or instructional deficiency.

Good or just cause means that there is a legitimate or real cause or basis to non-renew a contract. Good cause is distinguished from a whim or arbitrary decision—because the principal, acting in good faith, develops a defensible, reasonable ground for the action. Many state laws provide this general provision due to the reality that no statute can cover all possible reasons for a contract non-renewal.

Reduction in force typically refers to “downsizing” and includes processes that lead to an overall reduced number of teaching positions. A teacher contract non-renewal as a result of a reduction in force is normally the result of either a decline in revenue or student enrollment. In these cases the school district is typically obligated to provide documentation regarding the financial hardship of the district.

A teacher contract non-renewal is an intricate legal process, which is understandable given the significance to the involved individuals and students. A key question is whether the balance of reasonableness has tipped too far to the side of the teacher to make it unlikely that principals will initiate justifiable actions toward contract non-renewal.

3.2 Southeastern States (Tenure and Dismissal)

Four Southeastern states are included in this study. In addition to their geographic and cultural similarities, three of the states do not allow collective bargaining for teachers. Alabama is the exception. As noted previously, probationary teachers in each of the forthcoming states may be dismissed without cause. Even though this study addresses probationary teachers, reviewing statutes for non-probationary teachers is useful.

3.2.1

In Alabama, grounds for teacher dismissal include: Cancellation of an employment contract with a teacher on continuing service status may be made for incompetency, insubordination, neglect of duty, immorality, failure to perform duties in a satisfactory manner, 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. (Alabama Code 16-24-8)

Alabama teachers are placed on probationary status for three years before they are offered a contract that grants them tenure.

3.2.2

Georgia code includes the following as reasons for teacher contract non-renewal: Incompetency, insubordination, willful neglect of duties, immorality; and inciting, encouraging or counseling students to violate any valid state law..., to reduce staff due to loss of students or cancellation of programs, failure to secure and maintain necessary educational training, any other good and sufficient cause . (Georgia Code 20-2-940)

In Georgia, teachers are placed on probationary status for three years before they are offered a contract that grants them tenure or an expectation of continued employment.

3.2.3

North Carolina allows for contract non-renewal for the following reasons: Inadequate performance, immorality, insubordination, neglect of duty, physical or mental incapacity, habitual or excessive use of alcohol or nonmedical use of a controlled substance as defined in Article 5 of Chapter 90 of the General Statutes, conviction of a felony or a crime involving moral turpitude, advocating the overthrow of the government of the United States or of the State of North Carolina by force, violence, or other unlawful means, failure to fulfill the duties and responsibilities imposed upon teachers or school administrators by the General Statutes of this State, failure to comply with such reasonable requirements as the board may prescribe, any cause which constitutes grounds for the revocation of the career teacher’s teaching certificate or the career school

administrator's administrator certificate, a justifiable decrease in the number of positions due to district reorganization, decreased enrollment, or decreased funding, provided that there is compliance with subdivision (2), failure to maintain his certificate in a current status, failure to repay money owed to the State in accordance with the provisions of Article 60, Chapter 143 of the General Statutes, and providing false information or knowingly omitting a material fact on an application for employment or in response to a preemployment inquiry. (North Carolina Code 115C-325 e)

North Carolina teachers earn tenure with their fifth contract.

3.2.4

In South Carolina, the legal reasons for contract non-renewal include: (1) Incompetence; (2) Willful neglect of duty; (3) Willful violation of the rules and regulations of the State Board of Education; (4) Unprofessional conduct; (5) Drunkenness; (6) Cruelty; (7) Crime against the law of this State or the United States; (8) Immorality; (9) Any conduct involving moral turpitude; (10) Dishonesty; (11) Evident unfitness for position for which employed; or (12) Sale or possession of narcotics. (South Carolina Code 59-25-160)

In South Carolina, the teacher probationary period is just two years.

3.3 Midwestern States (Tenure and Dismissal)

Four Midwestern states are included in this study. Each of the four states allows teachers to collectively bargain, however Indiana and Ohio have recently reduced the subjects of required collective bargaining.

In Illinois, teachers attain tenure after four years if hired after 1/1/1998; 2 years if hired before 1/1/1998. Illinois defines grounds for teacher dismissal as "for cause;" and this is the only legally defined reason to non-renew a permanent teacher (Illinois Code 23-51-34).

In Indiana, teachers attain tenure after five years on probationary status. In Indiana grounds for teacher dismissal include:

3.3.1

(1) Immorality, (2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules adopted for the governance of the school building or the school corporation, (3) Justifiable decrease in the number of teaching positions, (4) Incompetence, including receiving: (A) an ineffective designation on two (2) consecutive performance evaluations under IC 20-28-11.5; or (B) an ineffective designation or improvement necessary rating in three (3) years of any five (5) year period, (5) Neglect of duty, (6) A conviction for an offense listed in IC 20-28-5-8(c), and (7) Other good or just cause. (Indiana Code 20-28-7.5)

In Iowa, teachers attain tenure after three years on probationary status. Iowa identifies the grounds for teacher dismissal as "just cause" (Iowa Code 279.15 (2)).

In Ohio, teachers attain tenure after seven years on probationary status if licensed after 1/2011; three years if licensed before 1/2011. The Ohio Code notes that teachers may not be terminated except for "good and just cause" (Ohio Code 33-3319.16).

3.4 Barriers for Principals in Contract Non-Renewal

In addition to the legal complexities, principals face other hurdles in teacher contract non-renewal situations. The issues regarding teacher contract non-renewal are arguably the most stressful, demanding, time-consuming, and emotional task required of a school principal (Lawrence, et al., 2005; Menuey, 2005). The non-renewal process extracts an emotional and political toll on the principal. Principals feel that their, rather than the teachers,' level of performance is on trial. An attorney who worked with school principals for many years reported that incompetent teachers are never willing to admit that a problem with their performance exists, seemingly leaving the principal alone to identify and address the poor performance (Waintroob, 1995).

Principals identify lack of time as the greatest barriers to their ability to adequately address ineffective teachers (Nixon, Packard, & Dam, 2011; Painter, 2000). Identified hurdles include inadequate support from the superintendent and board, limited financial support for all phases of the process, personality characteristics of the evaluator, laws protecting teachers, reluctance to pursue a dismissal without a good chance of prevailing, and the high costs of litigation (Bridges, 1992; Schweizer, 1998).

Bridges (1992, 1993) found that there is an inclination for principals to tolerate incompetent teachers—due to the legal employment rights possessed by teachers and the desire to avoid conflict. Also, principals are vulnerable, since they have virtually no rights to continued employment as principals, and only “recommending power” with respect to teacher contracts (Bridges & Groves, 1999). Frels and Horton (2007) noted unwillingness by principals to move toward a teacher dismissal. The result, therefore, is a contract non-renewal rate that lags far below the estimated percentage of incompetent teachers. Due to their inability to secure employment elsewhere, an outcome is that the weakest teachers’ often continue working in their existing positions (Whitaker, 1999).

Bridges (1992, 1993) reported that principals typically choose four paths for dealing with ineffective teachers: 1) tolerate the incompetence, 2) attempt to salvage the teacher, 3) force a resignation, reassignment, or transfer, and/or 4) make a dismissal recommendation. Each of these paths creates conflict and difficult issues for principals. Understandably but regrettably, many principals appear more willing to tolerate ineffective teaching rather than initiate the unpleasant requirements of a contract non-renewal process.

Another explanation for the low number of teacher contract non-renewals is that ineffective teachers are enabled and given cover by principals who avoid writing honest performance appraisals. Evaluations are often written euphemistically, whereby satisfactory really means unsatisfactory (Bridges, 1993; Waintroob, 1995; Zirkel, 2010). In another approach, principals may mute their evaluation criticisms by wrapping them into words of constructive suggestions. Principals surely calculate whether the conflict and unpleasantness of a non-renewal are worth the emotional toll and whether the superintendent or board of education will ultimately support the recommendation to non-renew.

Another commonly cited reason for the low number of teacher contract non renewals is nested in wading through the legal complexities and overcoming other variables working against teacher contract non-renewals (Nixon, Packard, & Dam, 2011). The process requires detailed and careful documentation, and the principal’s non-renewal decision may still be overturned by a superintendent, school board, independent hearing officer, or a court. The non-renewal process is typically initiated upon recommendation of the principal. The decision is to recommend to the superintendent, who in turn recommends to the school board which makes the final adjudication. In the absence of a contractual or constitutionally protected right (e.g., non-renewal based on race, sex, religion, etc.) the probationary teacher has no likelihood of success by recourse of appeal to the courts. Nonetheless, the principal walks a fine line between inevitable claims that there is “too little documentation” or “not enough help” being given to the teacher as well as claims that the principal has developed so much documentation that the effect is “harassment” of the teacher.

Interestingly and contrary to common perceptions, Zirkel (2010) pointed out that in legal disputes, defendant school districts prevail over plaintiff teachers by a better than three to one ratio. This raises a question whether the real issue one of principal competence, will, and commitment rather than the “impossible odds” and legal procedures of a contract non-renewal? While the statutes, processes, and timelines are intricate, principals are capable of learning how to apply the legal procedures on behalf of removing ineffective teachers from the classroom. It seems that lack of time, emotion, and other stresses may carry large weight in limiting principals’ efforts at initiating teacher contract non-renewals.

4 Research Methods

4.1 Overview

This study employed quantitative research methods. A major objective of this study was to test for statistical significance the responses from school principals in four Southeastern states with school principals from four Midwestern states.

4.2 Research Questions

Four research questions were answered: 1) What is the priority of reasons that school principals would recommend non-renewal of a probationary teacher's contract? 2) Which behaviors do principals observe most frequently from ineffective teachers? 3) Which barriers complicate school principals' ability to deal with ineffective teachers? 4) Are findings (research questions 1-3) from Southeastern states significantly different than the Midwestern states?

Research question one was answered from survey questions seven and eight. Survey question seven requested principals to "Rank order the following possible reasons that might lead you to recommend non-renewal of a non-tenured teacher. Select: most likely (7) for one of the reasons for termination; second most likely (6) for another one; very likely (5) for another one; and so on." The eight answer choices provided included

- "absenteeism/tardiness,
- classroom management,
- ethical violations and inappropriate conduct,
- incompetence,
- professional demeanor,
- insubordination,
- lack of student achievement, and
- other (please specify)."

Survey question eight asked principals to "rank order the importance of the following criteria in deciding whether to recommend non-renewal of a non-tenured teacher. Select (3) for most important, (2) for important, and (1) for least important." The three answer choices included

- "subject content knowledge,
- instructional skills, and
- disposition."

Research question two was answered by survey question number nine: "Which behaviors do you observe most frequently from ineffective teachers?" The three answer choices included "lack of subject content knowledge, lack of instructional skills, and unacceptable disposition."

Research question three was answered by survey question number 10, which requested principals' respond to "Which of the following reasons complicate your ability to deal with ineffective teachers?" Principals were provided nine answer choices, which included "time, teacher union, inadequate support from the superintendent, inadequate support from the board of education, high costs of litigation, desire to avoid conflict and confrontation, laws protecting teachers, collective bargaining agreement, and other (please specify)."

Finally, the fourth research question was answered by completing statistical analysis using a Mann Whitney U.

4.3 Instrumentation

Survey questions and answers were created after extensive review of the literature and also built upon three previous studies (Nixon, Dam, & Packard, 2010; Nixon, Packard & Dam, 2011; Nixon, Packard, & Douvanis, 2010). Responses were collected in fall of 2010 and winter of 2011 using *SurveyMonkey* software. One thousand four hundred sixty five principals in Alabama, Georgia, Illinois, Indiana, Iowa, North Carolina, Ohio, and South Carolina completed the emailed survey. Principals provided demographic information regarding their years of experience as a principal, the size and type of school, state information, and whether their school was rural, urban, or suburban.

The decision to use an emailed survey was a thoughtful one. Consideration was given to both emailed and stamped mail surveys. The literature holds that a web survey can achieve a comparable response rate (Cook, Heath, & Thompson, 2000; Kaplowitz, Hadlock, & Levine, 2004). Additionally, the cost differential

is substantial, particularly for this study as researchers are surveying multiple regions of the United States. Consequently, the researchers decided to use an emailed survey.

4.4 Participants

Principal email addresses were accessed in the eight selected states using either state department of education websites or third party websites. The Southeastern states were surveyed in fall of 2010. The Midwestern states were surveyed in the late fall and winter of 2010-2011.

One thousand four hundred sixty-five principals responded to and submitted the emailed survey. Just over 20% of the principals reported they were in an urban setting, 33% a suburban setting, and 46% rural. Forty-nine percent of the principal respondents reported they worked in an elementary setting, 17% in middle grades setting, 21% in a high school, and 14% in some “other” type of grade configuration. As far as years of experience, 56% of principals reported they had less than 10 years’ experience, 33% reported they had between 10 and 20 years’ experience, with 11% reporting more than 20 years’ experience. Finally, the population included about 8% of respondents from Alabama, 17% from Georgia, 19% from Illinois, 16% from Indiana, 10% from Iowa, 11% from North Carolina, 18% from Ohio, and 2% from South Carolina.

4.5 Data Collection

The authors sent 6,932 emails to the Southeastern states. For the Midwestern states, 12,154 emails were sent. The data bases were imperfect, however, because they sometimes contained data a year or two old, leaving recently appointed principals out of the population. Additionally, school district filters and spam controls prevented some principals from receiving the email. The researchers did not seek permission from specific school districts to survey principals, consequently many principals were forbidden by district policies to respond to the survey. Additionally, some of the email addresses were not accurate or had changed as 968 emails were returned to the researchers as undelivered from the Southeastern states. In the Midwestern states, 1,161 emails were returned as undelivered. The aforementioned limitations to the population did not allow the researchers to earn full principal participation in this study; however the 1,465 respondents met the studies’ objective to learn the snapshot view of principals in two geographic regions of the United States.

4.6 Analysis Procedures

Survey results were analyzed and are reported descriptively and by statistical significance. The ordinal nature of the data gathered dictated comparisons among two regions, Midwest and Southeast, using a nonparametric test (Mann Whitney U). These tests are similar to their parametric counterparts which allow for comparison of two independent samples respectively but do not rely on normality distribution assumptions. A Mann-Whitney U was employed to determine whether regions were significantly different. Noteworthy findings are discussed in text and displayed in table format.

5 Results

5.1 Overview

Content in this section is organized by region, beginning with the Southeast. The Midwest is then developed, followed by the comparative results from the two regions. Descriptive tables are included in each section, including statistical results in the comparative results section.

5.2 Southeast Results

A compilation of results for survey question seven is available in Table 1. Southeastern principals in this study selected “ethical violations and inappropriate conduct” (median rating 7.0) and “incompetence” (median rating 6.0) as the two “most likely” reasons to recommend a contract non-renewal.

Table 1

Reasons Which Lead to Contract Non-Renewal (Number of Responses, Southeast Principals)

Criteria	Second						
	Most unlikely	Very Unlikely	Unlikely	Likely	Very Likely	most likely	Most Likely
Absenteeism/ tardiness	180 (36.7%)	116 (23.7%)	75 (15.3%)	60 (12.2%)	38 (7.8%)	13 (2.7%)	8 (1.6%)
Classroom management	42 (8.4%)	95 (19.1%)	96 (19.3%)	107 (21.5%)	106 (21.3%)	40 (8.0%)	12 (2.4%)
Ethical violations and inappropriate conduct	4 (0.8%)	9 (1.8%)	14 (2.9%)	18 (3.7%)	29 (5.9%)	92 (18.7%)	325 (66.2%)
Incompetence	3 (0.6%)	14 (2.8%)	24 (4.9%)	42 (8.5%)	77 (15.6%)	219 (44.3%)	115 (23.3%)
Professional demeanor	128 (26.9%)	103 (21.6%)	112 (14.5%)	69 (14.5%)	41 (8.6%)	21 (4.4%)	2 (0.4%)
Insubordination	20 (3.9%)	62 (12.1%)	64 (12.5%)	87 (17.0%)	148 (29.0%)	84 (16.4%)	46 (9.0%)
Lack of student achievement	60 (11.9%)	61 (12.1%)	90 (17.9%)	130 (25.8%)	88 (17.5%)	50 (9.9%)	25 (5.0%)

Researchers had anticipated that the recent emphasis of accountability measures for student learning and standardized testing would register as an important criterion in principals' decision-making regarding teacher contract non-renewals. The majority of Southeastern principals placed "lack of student achievement" in the moderate intensity range ("unlikely," "likely," and "very likely" responses).

In survey question eight, principals' prioritized the importance of certain criteria in deciding whether to recommend contract non-renewal of probationary teachers. Answer choices provided were "subject content knowledge," "instructional skills," and "disposition." Table 2 displays the results.

"Instructional skills" was the most frequently selected criterion reported as "most important" in deciding whether to recommend contract non-renewal. The "least important" criterion, according to the Southeastern principals, was "disposition".

Table 2

Importance of Criteria in Deciding Whether to Recommend Non-renewal of a Non-tenured Teacher (Southeast)

Criteria	Least important	Important	Most important	Mean (Std)	Median
Subject content knowledge	124 (23.2%)	280 (52.4%)	130 (24.3%)	2.01 (.690)	2.00
Instructional skills	15 (2.7%)	168 (30.9%)	359 (66.2%)	2.63 (.536)	3.00
Disposition	388 (71.9%)	96 (17.8%)	55 (10.2%)	1.38 (.664)	1.00

In survey question number nine, principals identified which behaviors they observed most frequently from ineffective probationary teachers. The answer choices included “lack of subject content knowledge,” “lack of instructional skills,” and “unacceptable disposition.” Table 3 displays the results. Southeastern principals selected “lack of instructional skills” most frequently and “unacceptable disposition” least frequently.

Table 3
Behaviors Observed Most Frequently From Ineffective Teachers (Southeast)

Criteria	Observed least frequently	Observed second most frequently	Observed most frequently	Mean (Std)	Median
Lack of subject content knowledge	219 (41.3%)	253 (47.7%)	58 (10.9%)	1.70 (.657)	2.00
Lack of instructional skills	12 (2.2%)	129 (23.9%)	398 (73.8%)	2.72 (.498)	3.00
Unacceptable disposition	299 (55.7%)	152 (28.3%)	85 (15.8%)	1.60 (.747)	1.00

In survey question 10, Southeastern principals selected from a list of eight criteria those that “complicate your opportunity to deal with ineffective teachers...” Response totals are available in Table 4. Consistent with the literature (Nixon, Packard, Dam, 2011; Painter, 2000), Southeastern principals identified “time” as their primary obstacle while “laws protecting teachers” was identified as the next most frequent response to “strongly agree.”

Table 4
Reasons Which Complicate Opportunity to Deal with Ineffective Teachers (Southeast)

Criteria	Strongly disagree	Disagree	Agree	Strongly agree	Mean (Std)	Median
Time	41 (7.5%)	126 (23.1%)	225 (41.3%)	138 (25.3%)	2.87 (.890)	3.00
Teacher union	278 (51.0%)	132 (24.2%)	65 (12.5%)	45 (8.3%)	1.76 (.976)	1.00
Inadequate support from the superintendent	262 (48.1%)	194 (35.6%)	42 (7.7%)	32 (5.9%)	1.71 (.854)	2.00
Inadequate support from the board of education	223 (40.9%)	216 (39.6%)	63 (11.6%)	29 (5.3%)	1.81 (.849)	2.00
High cost of litigation	162 (29.7%)	225 (41.3%)	113 (20.7%)	34 (6.2%)	2.04 (.877)	2.00
Desire to avoid conflict and confrontation	203 (37.2%)	226 (41.5%)	93 (17.1%)	10 (1.8%)	1.83 (.777)	2.00
Laws protecting teachers	93 (17.1%)	174 (31.9%)	183 (33.6%)	82 (15.0%)	2.48 (.953)	2.00
Collective bargaining agreement	274 (50.3%)	167 (30.6%)	44 (8.1%)	16 (2.9%)	1.60 (.779)	1.00

Midwest Results

Results for survey question seven are available in Table 5. Midwestern principal responses are similar to the Southeastern as “ethical violations and inappropriate conduct” was the most selected criterion.

Table 5

Reasons Which Lead to Contract Non-Renewal (Number of Responses, Midwest Principals)

Criteria	Second						
	Most unlikely	Very Unlikely	Unlikely	Likely	Very Likely	most likely	Most Likely
Absenteeism/ Tardiness	351 (43.5%)	176 (21.8%)	132 (16.4%)	84 (10.4%)	47 (5.8%)	8 (1.0%)	8 (1.0%)
Classroom Management	37 (4.5%)	137 (16.5%)	173 (20.9%)	178 (21.5%)	169 (20.4%)	103 (12.4%)	32 (3.9%)
Ethical violations and inappropriate conduct	5 (0.6%)	19 (2.3%)	22 (2.6%)	48 (5.7%)	57 (6.8%)	158 (18.8%)	532 (63.3%)
Incompetence	11 (1.3%)	12 (1.4%)	34 (3.9%)	57 (6.6%)	157 (18.1%)	366 (42.3%)	229 (26.4%)
Professional Demeanor	181 (22.9%)	199 (25.2%)	170 (21.5%)	110 (13.9%)	94 (11.9%)	29 (3.7%)	7 (0.9%)
Insubordination	40 (4.6%)	91 (10.5%)	131 (15.2%)	191 (22.1%)	217 (25.1%)	140 (16.2%)	53 (6.1%)
Lack of Student achievement	102 (12.0%)	131 (15.5%)	159 (18.8%)	206 (24.3%)	138 (16.8%)	77 (9.1%)	34 (4.0%)

In survey question eight, Midwestern principals’ prioritized the importance of certain criteria in deciding whether to recommend contract non-renewal of probationary teachers. Answer choices provided were “subject content knowledge,” “instructional skills,” and “disposition.” Table 6 displays the results for the Midwest. “Instructional skills” were selected as “most important.”

Table 6

Importance of Criteria in Deciding Whether to Recommend Non-renewal of a Non-tenured Teacher (Midwest)

Criteria	Least Important	Important	Most Important	Mean	
				(Std.)	Median
Subject content					
knowledge	288 (32.2%)	493 (55.1%)	114 (12.7%)	1.81(642)	2.00
Instructional skills					
	24 (2.7%)	198 (22.0%)	678 (75.3%)	2.73 (.502)	3.00
Disposition					
	575 (63.3%)	216 (23.8%)	117 (12.9%)	1.50 (.713)	1.00

In survey question number nine, principals identified which behaviors they observed from ineffective probationary teachers. The answer choices included “lack of subject content knowledge,” “lack of instructional skills,” and “unacceptable disposition.” Table 7 displays the results. Midwestern principals selected “lack of instructional skills” as the behavior observed “most frequently.”

Table 7
Behaviors Observed Most Frequently From Ineffective Teachers (Midwest)

Criteria	Observe least	Observed second	Observed most	Mean	Median
	frequently	most frequently	frequently		
Lack of subject					
content knowledge	474 (51.6%)	379 (41.2%)	51 (5.5%)	1.53 (.602)	1.00
Lack of instructional					
skills	18 (2.0%)	182 (19.8%)	712 (77.5%)	2.76 (.471)	3.00
Unacceptable					
disposition	406 (44.2%)	351 (38.2%)	151 (16.4%)	1.72 (.732)	2.00

In survey question 10, principals selected from a list of eight criteria those that “complicate your opportunity to deal with ineffective teachers...” Response totals are available in Table 8. Unlike their counterparts in the Southeast, a large percentage of Midwestern principals strongly agreed that several of the criteria complicated their opportunity to deal with ineffective teachers. These included “time,” “teacher union,” “collective bargaining agreement,” “high cost of litigation,” and “laws protecting teachers.”

Table 8
Reasons Which Complicate Opportunity to Deal with Ineffective Teachers (Midwest)

Criteria	Strongly disagree		Agree	Strongly agree		Mean (Std)	Median
	disagree	Disagree		agree	agree		
Time	92 (10.0%)	206 (22.4%)	357 (38.8%)	241 (26.2%)	2.83 (.940)	3.00	
Teacher union	107 (11.9%)	225 (25.1%)	280 (31.3%)	284 (31.7%)	2.83 (1.008)	3.00	
Inadequate support from the superintendent	411 (44.7%)	356 (38.7%)	84 (9.1%)	43 (4.7%)	1.73 (.821)	2.00	
Inadequate support from the board of education	371 (40.4%)	388 (42.2%)	91 (9.9%)	44 (4.8%)	1.73 (.821)	2.00	
High cost of litigation	172 (18.7%)	366 (39.8%)	250 (27.2%)	103 (11.2%)	1.79 (.817)	2.00	
Desire to avoid conflict and confrontation	294 (32.0%)	402 (43.7%)	175 (19.0%)	25 (2.7%)	1.92 (.794)	2.00	
Laws protecting teachers	96 (10.4%)	295 (32.1%)	333 (36.2%)	172 (18.7%)	2.65 (.909)	3.00	
Collective bargaining agreement	121 (13.2%)	241 (26.2%)	291 (31.7%)	172 (18.7%)	2.70 (.997)	3.00	

Comparative Statistical Results

Principal responses were tested using the Mann-Whitney U comparison. For survey question 7, the answer selection “absenteeism/tardiness” was found to be significant, with Southeastern principals identifying this criterion as more likely to lead to a contract non-renewal than their Midwestern counterparts. The “classroom management” criterion was identified as more likely to lead to a contract non-renewal in the Midwest than the Southeast.

Table 9

Reasons Which Lead to Contract Non-Renewal (Both Regions)

Criteria	Region	N	Mean Rank	Z	sig
Absenteeism/tardiness	South ₁	490	684.10	2.793	.005**
	Mid-West ₂	806	626.86		
Classroom management	South ₁	498	624.28	2.977	.003**
	Mid-West ₂	829	687.86		
Ethical violations and inappropriate conduct	South ₁	491	680.78	1.215	.224
	Mid-West ₂	841	658.16		
Incompetence	South ₁	494	663.44	1.276	.202
	Mid-West ₂	866	690.23		
Professional demeanor	South ₁	476	618.75	1.139	.255
	Mid-West ₂	790	642.39		
Insubordination	South ₁	511	712.20	1.809	.070
	Mid-West ₂	863	672.87		
Lack of student achievement	South ₁	504	696.79	1.536	.125
	Mid-West ₂	847	663.63		

1. South Region: Alabama, Georgia, North Carolina, & South Carolina
 2. Mid-West Region: Illinois, Indiana, Iowa, & Ohio
- ** sig at .01

Regarding survey question 8, each answer criterion was significant as displayed in Table 10. “Subject content knowledge” was selected as more important by Southeastern principals. Midwestern principals ranked “instructional skills” and “dispositions” as more important than Southeastern principals.

Table 10
Importance of Criteria in Deciding Whether to Recommend Non-renewal of a Non-tenured Teacher (Both Regions)

Criteria	Region	N	Mean Rank	Z	sig
Subject content knowledge	South ₁	534	785.21	5.510	.000***
	Mid-West ₂	895	673.11		
Instructional skills	South ₁	542	681.54	3.615	.000***
	Mid-West ₂	900	745.56		
Disposition	South ₁	539	685.29	3.260	.001***
	Mid-West ₂	908	746.98		

1. South Region: Alabama, Georgia, North Carolina, & South Carolina
 2. Mid-West Region: Illinois, Indiana, Iowa, & Ohio
- *** sig at .001

In question nine, two of the three answer criteria were significant. Southeastern principals noted that they observed “lack of subject content knowledge” more frequently than their Midwestern counterparts as shown

in Table 11. Midwestern principals reported observing “unacceptable disposition” more than Southeastern principals.

Table 11
Behaviors Observed Most Frequently From Ineffective Teachers (Both Regions)

Criteria	Region	N	Mean Rank	Z	sig
Lack of subject content knowledge	South ₁	530	776.30	4.600	.000***
	Mid-West ₂	904	683.03		
Lack of instructional skills	South ₁	539	706.84	1.818	.069
	Mid-West ₂	912	737.32		
Unacceptable disposition	South ₁	536	678.66	3.355	.001***
	Mid-West ₂	908	748.38		

1. South Region: Alabama, Georgia, North Carolina, & South Carolina
2. Mid-West Region: Illinois, Indiana, Iowa, & Ohio

*** sig at .001

Finally regarding survey question 10, five answer choices were significant. Midwestern principals placed more importance on five criteria than their Southern counterparts as displayed in Table 12. The answer criteria were “teacher union,” “high cost of litigation,” “laws protecting teachers,” “collective bargaining agreement,” and “desire to avoid conflict and confrontation.” In each of the statistically significant areas, Midwestern principals expressed stronger intensity (strongly agree) in their answers.

Table 12
Reasons Which Complicate Opportunity to Deal with Ineffective Teachers (Both Regions)

Criteria	Region	N	Mean		
			Rank	Z	sig
Time	South ₁	530	719.63	0.456	.649
	Mid-West ₂	896	709.88		
Teacher union	South ₁	520	469.07	17.342	.000***
	Mid-West ₂	896	847.45		
Inadequate support from the superintendent	South ₁	530	699.47	1.007	.314
	Mid-West ₂	894	720.22		
Inadequate support from the board of education	South ₁	531	716.81	0.292	.770
	Mid-West ₂	894	710.74		
High cost of litigation	South ₁	534	636.92	5.701	.000***
	Mid-West ₂	891	758.60		
Desire to avoid conflict and confrontation	South ₁	532	686.45	2.128	.033*
	Mid-West ₂	896	731.16		
Laws protecting teachers	South ₁	532	671.15	3.210	.001***
	Mid-West ₂	896	740.24		
Collective bargaining agreement	South ₁	501	433.56	18.667	.000***
	Mid-West ₂	875	834.47		

1. South Region: Alabama, Georgia, North Carolina, & South Carolina

2. Mid-West Region: Illinois, Indiana, Iowa, & Ohio

* sig at .05; *** sig at .001

6 Discussion

6.1 Non-Renewal Reasons

In response to reasons which lead to contract non-renewal recommendations, principals in both the Midwest and Southeast apparently feel mandated by specific teacher actions to act, while viewing other non-renewal criteria as not so immediately urgent or serious. Consequently, ethical violations and inappropriate conduct were selected as most likely reasons to initiate a contract non-renewal. A related reason that principals selected ethical violations and inappropriate conduct so frequently may be due to greater confidence in a successful outcome compared to other criteria. These findings are consistent with three earlier studies (Nixon, Dam, & Packard, 2010; Nixon, Packard, & Dam, 2011; Nixon, Packard, & Douvanis, 2010).

Southeastern principals expressed a statistically significant importance regarding teacher “absenteeism and tardiness” as a reason to initiate a contract non-renewal. Likewise, Midwestern principals selected “classroom management” significantly more than their Southeastern counterparts. It is difficult to conceive of reasons why these statistical differences exist, yet both of these reasons for contract non-renewal on the surface are minimally required performance expectations.

The authors wondered if Midwestern principals were limited regarding which criteria they could answer as likely reasons to recommend contract non-renewal. It is possible that respondent answers were restricted or limited because of collective bargaining agreements that prohibit contract non-renewal in some criterion areas.

Principals from both regions expressed the importance of “instructional skills” in teacher contract non-renewals. Southeastern principals placed stronger importance on “subject content knowledge”; whereas Midwestern principals rated “unacceptable dispositions” much more strongly than Southeastern principals. With many areas of the Southeast growing rapidly, researchers wonder whether finding certified teachers in high-need content areas like math or science may provide an explanation for the Southeastern emphasis on subject content knowledge.

Apparently subject content knowledge, pedagogical content knowledge, and dispositions each has some level of importance in teacher contract non-renewals. While it is likely that the vagueness and lack of clarity regarding the meaning of dispositions may have been a factor in principal selections, the implications of this finding may be considerable for the courses of study in university teacher preparation programs and for targeting professional development needs of in-service teachers.

6.2 Non-Renewal Teacher Behaviors

Clear differences between the Midwestern and Southeastern principals emerge in responses to survey questions which deal with the behavior of ineffective teachers. Consistently, Southeastern principals selected “subject content knowledge” more than their counterparts in the Midwest—in this context identifying “lack of subject content knowledge” as viewed most frequently from ineffective teachers. The authors wonder if high poverty southern areas have struggled more to hire highly qualified teachers. It also leads to questions regarding specific certification requirements in the various states in this study. This response raises concerns about teacher pre-service programs in the Southeast and may call into question the current composition of teacher pre-service curricula. Similarly, Southeastern principals professional development needs are apparently different than their counterparts in the Midwest. While not answered in this study, the authors wonder whether teacher certification requirements are largely the same or different in these two regions? More research is recommended to explain this phenomenon.

Another of the clear differences between the principal geographic groups is the greater importance that Midwestern principals place on teacher dispositions and instructional skills. Because Midwestern principals do not appear to possess the same level of concern with subject content knowledge, they seem to be able to focus on different, more complex teacher competencies than their Southeastern counterparts.

6.3 Non-Renewal Barriers

The strongest differences in principal responses center on the identified barriers to dealing with ineffective teaching. Midwestern principals have reported more barriers in dealing with ineffective teaching; however both Southeastern and Midwestern principals identified “time” as a primary barrier. Responses “teacher union,” “high cost of litigation,” “laws protecting teachers,” “desire to avoid conflict and confrontation,” and “collective bargaining agreements” registered high intensity of response only with the Midwestern principals. These results reasonably lead to a conclusion that the requirement to collectively bargain has significantly increased the complexity of the teacher contract non-renewal process. Parents, stakeholders, and others who want school principals to aggressively deal with ineffective teachers should recognize the extra barriers that Midwestern principals have reported. Legitimate questions regarding the balance of reasonableness are raised with these results. It appears more difficult to address ineffective teaching in collective bargaining states.

7 Conclusions and Recommendations

Apparently, Midwestern principals have more challenging barriers to overcome in dealing with ineffective teachers than their Southeastern counterparts. Principals' selected ethical violations and inappropriate conduct as the most likely reasons to initiate a teacher contract non-renewal. One finding is that principals are most willing to proceed to a contract non-renewal when there has been a specific, significant act involving ethics or misconduct. Evidently, events which are easier to quantify than "lack of student achievement" are more likely to lead to actions by principals. Future research may illustrate whether lack of student achievement grows in importance in teacher contract non renewals over time.

The unwillingness or inability of school principals to aggressively address incompetent teaching harms some students. However, given the legal complexities, political realities, emotional aspects, and other barriers which are a part of teacher contract non-renewals, placing shame and blame on principals is a stretch. Until a more supportive, reasonable, and less cumbersome teacher contract non-renewal processes is developed, principals will be saddled with incompetent teaching. This is particularly true in the Midwestern states as found in this study. A recommendation is to review the legal requirements for teacher evaluation, such as those in Illinois, which requires that non probationary teachers be evaluated every two years. Individual school district master agreements, however, may mandate even fewer teacher evaluations for tenured teachers. Until we truly have valid and reliable teacher evaluations, teacher contract non-renewals will continue as precarious propositions for principals. However, principals consistently identified time as a barrier so the authors wonder whether the opportunity to conduct valid and reliable teacher evaluations is realistic.

A reasonable balance between teacher due process and simplifying the process can be found. Principals may be intimidated, lack knowledge or confidence, act out of self-preservation, have a lack of support, or simply avoid the teacher non-renewal process. Perhaps this course of action is so distasteful and complex that endurance through the contract non-renewal becomes a secondary issue to personal job survival and emotional coping. Given the intensity of Midwestern principal responses to the barriers to dealing with ineffective teaching, another recommendation is to prioritize and improve the skills and knowledge that principals have of the non-renewal process. Whether during their university preparation, or as a part of the school district professional development opportunities, many principals could benefit from additional education in the teacher contract non-renewal area. Because of the disturbing nature of the non-renewal process, extra technical and emotional support from central office personnel is recommended. The non-renewal legal procedures are cumbersome and time-consuming, yet they are well within the scope of expected professional competence of principals. The non-renewal process is complicated—more so in the Midwestern states, however it appears a myth that the process is beyond the ability to navigate. However, state legislators should consider whether the protections afforded by collective bargaining ensure the presence of ineffective teachers in the classroom.

Another conclusion from this study is that teacher pedagogical skills, subject-content knowledge, and dispositions each received some level of weight from principals in teacher contract non-renewals. This tends to affirm the view that quality pre-service teacher development programs are on the right track in requiring teacher development across all three areas. Similarly, the implications are the same for in-service teacher professional development. More research can be completed to better gauge the appropriate amount of weight to place on each of these criteria.

There are clear differences in responses of principals from the Midwest and Southeast. One finding that is substantial and contributes to the literature is the consistent and emphatic manner that Midwestern principals identified the barriers of "teacher union," "high cost of litigation," "laws protecting teachers," "desire to avoid conflict and confrontation," and "collective bargaining agreements" in their dealings with ineffective teachers. A recommendation is to follow these responses with interviews to probe these responses more deeply. States that are serious about improving the quality of education should strongly consider providing relief to principals in these areas.

Certainly there are cultural, socio-economic, and legal differences between the Midwestern and Southeastern states included in this study. A sharp difference in responses, however, exists in the importance that Southeastern principals consistently placed on subject-content knowledge. Southern principals also were

more willing to consider teacher absenteeism and tardiness as reasons for initiating a contract non-renewal. Punctuality, timeliness, and consistent attendance may be more valued constructs in the culture of the Southeast than in the Midwest. If such a cultural importance exists, then the lack of adherence to it is easily quantified and documented, making proof relatively simple. Further study of these issues is warranted.

There are not many jobs in education tougher than the school principalship. Arming school principals with a few more available tools seems essential if they are to fulfill their responsibilities of ensuring effective teachers in every classroom. The education profession must find a way to protect the legitimate rights of teachers while simplifying and demystifying the teacher contract non-renewal process. The laws, rights, and legal statutes surrounding collective bargaining and fair dismissal have created a quagmire of circumstances that make the removal of ineffective teachers challenging, even for the most skilled principals. The focus must be kept unerringly on the real stakeholders: the students who can reap the great benefits of effective teachers or suffer the staggering deficits of ineffective teaching.

8 References

- Alabama Code. (2011). Retrieved from <http://alisondb.legislature.state.al.us/acas/CodeofAlabama/1975/coatoc.htm>²
- Alexander, K., & Alexander, M. D. (2009). *American public school law* (7th ed.). Belmont, CA: Wadsworth.
- Bridges, E. M. (1992). *The incompetent teacher*. Bristol, PA: Falmer Press.
- Bridges, E. M. (1993). *The incompetent teacher: Managerial responses. A revised and extended edition. The Stanford series on public policy*. Bristol, PA: Falmer Press.
- Bridges, E. M., & Groves, B. R. (1999). The macro and micropolitics of personnel evaluation: A framework. *Journal of Personnel Evaluation in Education*, 13(4), 321-337.
- Cook, C., Heath, F., & Thompson, R. (2000). A meta-analysis of response rates in web or internet surveys. *Educational & Psychological Measurement*, 60(6), 821-36.
- Frels, K., & Horton, J. (2007). *A documentation system for teacher improvement or termination* (6th ed.). Dayton, OH: Education Law Association.
- Georgia Code. (2011). Retrieved from <http://www.lexisnexis.com/hottopics/gacode/>³
- Illinois Code. (2011). Retrieved from <http://www.ilga.gov/legislation/ilcs/ilcs.asp>⁴
- Indiana Code. (2011). Retrieved from <http://www.in.gov/legislative/ic/code/>⁵
- Iowa Code. (2011). Retrieved from <http://www.legis.state.ia.us/IowaLaw.html>⁶
- Kaplowitz, M., Hadlock, T., & Levine. (2004). A comparison of web and mail survey response rates. *Public Opinion Quarterly*, 68(1), 94-101.
- Lavelly, C., Berger, N., & Follman, J. (1992). Actual incidence of incompetent teacher. *Educational Research Quarterly*, 15(2), 11-14.
- Lawrence, C. E., Vachon, M. K., Leake, D. O., & Leake, B. H. (2005). *The marginal teacher: A step by step guide to fair dismissal for identification and dismissal* (3rd ed.). Thousand Oaks, CA: Corwin Press.
- McCarthy, M. M., & Cambron-McCabe, N. H. (1987). *Public school law: Teachers' and students' rights* (2nd ed.). Boston: Allyn Bacon.
- Menuey, B. (2005). Teacher perceptions of professional incompetence and barriers to the dismissal process. *Journal of Personnel Evaluation in Education*, 18, 309-325.
- Nixon, A., Dam, M., & Packard, A. (2010). Teacher dispositions and contract non-renewal. *Planning and Changing*, 41(3/4), 210-219.
- Nixon, A., Packard, A., & Dam, M. (2011). School principals and teacher contract non-renewal. *International Journal of Educational Leadership Preparation*, 6 (3), ISSN 2115-9635.

²<http://alisondb.legislature.state.al.us/acas/CodeofAlabama/1975/coatoc.htm>

³<http://www.lexisnexis.com/hottopics/gacode/>

⁴<http://www.ilga.gov/legislation/ilcs/ilcs.asp>

⁵<http://www.in.gov/legislative/ic/code/>

⁶<http://www.legis.state.ia.us/IowaLaw.html>

- Nixon, A., Packard, A., & Douvanis, G. (2010). Non renewal of probationary teachers: Negative retention. *Education*, 131(1), 43-53.
- North Carolina Code. (2011). Retrieved from <http://www.ncga.state.nc.us/gascripts/statutes/statutes.asp>⁷
- Ohio Code. (2011). Retrieved from <http://codes.ohio.gov/orc>⁸
- Painter, S. R. (2000). Principals' perceptions of barriers to teacher dismissal. *Journal of Personnel Evaluation in Education*, 14(3), 253-264.
- Patterson, J. C. (2000). When you have to fire a teacher. *Curriculum Administrator*, 36(10), 42-46.
- Rossow, L., & Parkinson, J. (1992). *The law of teacher evaluation*. NOLPE monograph/book series no. 42. Topeka, KS: National Organization on Legal Problems of Education.
- Schweizer, P. (1998). Firing offenses. *National Review*, 50(15), 27-29.
- Tucker, P. (2001). Helping struggling teachers. *Educational Leadership*, 58(5), 52-55.
- South Carolina Code. (2011). Retrieved from <http://www.scstatehouse.gov/code/statmast.htm>⁹
- Van Berkum, D. W., Richardson, M. D., Broe, K., & Lane, K. (2008). Teacher dismissal. In K. E. Lane, M. A. Gooden, J. F. Mead, P. Pauken, & S. Eckes (Eds.), *The principal's legal handbook* 4th ed. (pp. 361-381). Dayton, OH: Education Law Association.
- Waintroob, A. R. (1995). Don't fool with incompetent teachers. *Education Digest*, 61(2), 36-40.
- Whitaker, T. (1999). *Dealing with difficult teachers*. Larchmont, NY: Eye on Education.
- Zirkel, P. (2010). Teacher tenure is not the real problem. *Phi Delta Kappan*, 92(1), 76-77.

⁷ <http://www.ncga.state.nc.us/gascripts/statutes/statutes.asp>

⁸ <http://codes.ohio.gov/orc>

⁹ <http://www.scstatehouse.gov/code/statmast.htm>