

CERTAIN ASPECTS OF TEACHER TENURE WITH  
EMPHASIS ON OPERATIONS OF THE OHIO LAW

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A Thesis Presented for the  
Degree of Master of Arts

By

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## CHAPTER I

### INTRODUCTION

It is generally agreed that one of the major problems confronting those interested in administration in education today is the problem of tenure. For this study let us define tenure as continuous employment during efficiency.<sup>1</sup> Most educators will agree that some form of tenure is highly desirable. The major problem then seems to arise in attempting to answer the question of what type of tenure is desirable and whether or not our present legislation insures that type. This is a problem faced by administrators in education today.

The writer has developed a very personal interest in tenure due to the fact that he has been directly associated with some of the problems growing out of tenure law in Ohio through having served as an administrator for several years in the school systems of the state.

In view of the fact that many school administrators

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National Education Association, Department of Classroom Teachers, "The Economic Welfare of Teachers," Sixth Year Book, Washington D. C., June, 1931, pp. 39, 40, 45.



are facing problems under the contract law, it seems plausible that a careful study of certain aspects of teacher tenure would be enlightening and vitally beneficial to authorities and school administrators who may come into contact with this phase of education.

It is hoped that the findings made through this study will be of benefit to the school men of Ohio who might be interested in the problems which may arise in this field.

#### Purpose Of The Study

The purpose of this study is to determine how the present contract law operates in Ohio and what the results are through its operation. Still another reason for selection of the study is for the purpose of comparing the laws of other states with the law in operation in Ohio so that we may arrive at some facts which will give us an idea what type of law should be in operation and whether or not the present law is operating as well as those elsewhere in the nation, whether or not the law is beneficial to our educational systems as it now stands.

It is the purpose of these early chapters to furnish a source of immediate information to the reader,

and furnish him with a better understanding of the basic principles and background of teacher tenure. In later chapters the actual operation of the Ohio contract law will be covered

### Overview of The Thesis

1. Introduction and historical background of teacher tenure.
2. Objectives of tenure.
3. Principles underlying teacher tenure.
4. Advantages and disadvantages of tenure.
5. A tabulation of tenure laws in some of the leading states of the nation.
6. Teacher tenure in Ohio previous to the present contract law.
7. The present law and its operational results obtained through a questionnaire sent to the school administrators of Ohio. Particular emphasis will be put upon the dismissal of teachers since the law came into force in this state.

In order that the reader may thoroughly understand the operations under the Ohio law, the writer deems it advisable to set forth in the study, a thorough background of the tenure laws as they operate in other leading

states and in addition give the opinions that should help the reader in better understanding the study.

We find two trends of thought on the topic of tenure.<sup>2</sup> One is that teachers need protection against politicians. Such protection would naturally result in the improvement of the profession and develop better schools. The other trend of thought holds that if teachers are protected in office they lose interest in self-betterment and therefore the tendency is to maintain the status quo or even to retard progress. However scientific studies have failed to show much basis for either position.

At any rate there is a definite trend in favor of indefinite tenure in the United States giving protection to teachers in office after completion of a probationary period. Many of those states which were among the first to enact such laws are revising and amending the original laws while other states are enacting their first laws of this type.<sup>3</sup> However it should be said that in quite a

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National Education Association, Committee on Tenure, Donald DuShane, Chairman, "Opinions on Tenure", Washington D. C., May, 1939, pp. 6-7.

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National Education Association, Research Division, "Tenure Legislation", December, 1939, p. 1.

few cases the bills have been defeated due to various causes. Consequently, a comprehensive study of indefinite tenure is of value not only for revision purposes but also for the purpose of framing new statutes.

Regardless of the final outcome of the problem, if it ever is completely solved, our philosophy should be one which will not only be for the best interests of the teacher, meaning any educational employee who will enjoy the protection under the indefinite tenure statute, but also for the best interests of the pupil and society as a whole.

### History

Historical evidence leads us to the conclusion that indefinite tenure is an application, although a decidedly restricted one, of the civil service principle and that civil service legislation has considerably influenced legislation for the protection of teachers in office.<sup>4</sup> Proponents have long held that teachers are in reality civil servants and therefore are entitled to

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C. W. Scott, Columbia Contributions of Education, No. 613, "Indefinite Teacher Tenure", Bureau of Publications, Teachers College, Columbia University, New York City, 1934, pp. 9-10-11.

protection similar to that afforded recognized members of the civil service. Teachers in European countries are, generally speaking, regarded as civil servants having legal protection in their positions.

The majority of states that have either general or restricted civil service laws also have indefinite tenure laws and, more important, the former antedated the latter in practically all cases. Federal and state civil service laws owe their origin to the spoils system, which grew so objectionable that the public became interested in reform. Indefinite tenure laws have been enacted partly to rid the teaching profession of the evils of political influence, but the menace has never been as great in the public schools as in other fields of governmental service.

The fundamental purpose of civil service has been to establish merit as the basis for service; where-as indefinite tenure, although professing to be a merit system, has neglected this principle. Protection is a secondary aim of civil service and the major goal of indefinite tenure.

The National Education Association has advocated protective tenure ever since eighteen hundred eighty seven. A committee report was filed with the association

at that time urging publicity for tenure, thinking that if the evils were exposed it would result in tenure legislation. It has carried on its work principally through committees whose duty has been to study the problem, prepare reports, and exert its influence to produce legislation. Reports of these committees have been widely circulated and have contained much valuable material.<sup>5</sup>

It should be noted that recent reports have been unbiased and that the Association has been much less aggressive in its support of safeguarded tenure during recent years.

State teachers' associations have beyond a doubt been the most influential of the forces making for protective tenure. Many of the present laws owe their existence in some degree to state associations.<sup>6</sup>

In some states great effort has been expended in the passage of tenure legislation while in others neither passage nor retention of the laws has been difficult.

The American Federation of Teachers has stood for

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<sup>5</sup>  
Ibid., pp. 13-14-15.

<sup>6</sup>  
Ibid., pp. 17-18-19.

protective teacher tenure since its organization in 1916.<sup>7</sup> During much of this time it has maintained a permanent, committee on tenure and has attempted through this body, through its state and local organizations and by means of its official organ the "American Teacher", to bring about the enactment of protective laws. The Federation has been partly responsible for the existence of several state laws since it is relatively strong in certain states such as California and Illinois.

American indefinite tenure states differ considerably from most European countries in most of the various aspects of tenure except tenure status itself.<sup>8</sup> The European countries have established more safeguards for public schools and for the teaching profession in the field of personnel regulations and practices than have the American states. Centralized administration of schools in the foreign countries as opposed to local autonomy in this country is doubtless a major causative

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<sup>7</sup>  
Ibid., pp. 16-17.

<sup>8</sup>  
National Education Association, Committee on Tenure, Donald DuShane, Chairman, "Teacher Tenure in Foreign Countries", A Handbook on Teacher Tenure, Washington D. C., August, 1936, pp. 19, 27.

factor in the situation as it exists. It also seems reasonable to suppose that the greater experience of the European countries with guaranteed tenure is likewise an important factor.

Taken as a whole, the European countries require greater amounts of training for teaching, as measured in American college years, than do the American indefinite tenure states. In general, central authorities for education play an important part in selecting and appointing elementary teachers and exercise almost complete control in the case of secondary teachers abroad. In the United States such control rests with the local authorities. Probationary requirements are quite similar but it is much more difficult for the European to gain permanent status, mainly because of the existence of temporary or non-permanent positions. Prevailing administrative organizations in the European countries make transfers much easier in theory, and to some extent in practice, than is the case in the American states. In this country, transfers within local systems may be difficult to make and no transfers can be made among districts. Tenure status itself differs but little if any in point of security; but the European teacher is often a civil servant and as such may have more



prestige. Finally, most European countries have standardized salary schedules, providing for pay according to length of service while only a few American states have such provisions.

Historical evidence in this country compared with several European countries seems to show that without adequate laws covering matters of units of administration, certification, pensions, and salaries, an indefinite tenure law cannot function so as to protect satisfactorily the interest of teachers, pupils, and society.

In discussing tenure legislation in the United States we find that emphasis was put upon the problem at different intervals. This interest at times grew to the intensity of pressure toward enactment of some type of tenure law. The leading periods are from 1935 to 1937. At least 32 states discussed some form of tenure legislation during this time. In practically all of these states one or more bills were introduced.

During this time the proposed legislation dealt more with imposing or forbidding certain types of requirements for continuing employment rather than attempting to establish safeguards for teachers against unfair dismissal. Nevertheless there was wide spread activity toward investigation and legislation as a

basis for more adequate teacher tenure laws.

In 1937 new tenure provisions were adopted in ten states; California, Florida, Kansas, Michigan, Minnesota, Nebraska, New York, Oklahoma, Pennsylvania, South Carolina and Wisconsin. This legislation extended from permissive legislation in Michigan to continuing contract laws in Minnesota, Nebraska, and South Carolina.<sup>9</sup>

Again, in 1939, tenure bills were introduced into the legislatures of at least 23 states. Six new tenure laws were passed, and tenure laws were amended in five states. Tenure bills were lost in Connecticut, Illinois, Michigan, North Dakota, Ohio, Oklahoma, Oregon, Tennessee, Utah, Texas and Washington. Attempted changes were defeated in California, Michigan, New York and Wisconsin.<sup>10</sup>

A large number of the bills introduced during this year attempted to restrict public employment to single women. At least twenty states considered such legislation. None of these bills passed which was fortunate for all tenure states because this would have weakened

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National Education Association, Committee on Tenure, Donald DuShane, Chairman, "Summary of Tenure Legislation", Teacher Tenure Legislation in 1937 to Date, November, 1937.

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Committee on Tenure, 1939, op. cit., pp. 1, 2.

the tenure status of teachers.

In this chapter an attempt has been made to present the problem and give a short historical background of tenure legislation with some emphasis upon leading organizations supporting tenure legislation, states in which laws have been enacted and during what intervals the most pressure has been exerted in bringing about some type of legislation in the leading states.

## CHAPTER II

### PRINCIPLES UNDERLYING TEACHER TENURE

It seems advisable that we should discuss some of the basic principles underlying the teacher tenure idea, in order that we may be able to get a better understanding of the type of legislation which would be best for the good of our teachers, children and school systems in Ohio. Let us start our discussion with that part of tenure concerning the teachers.

The teacher, we are reminded by A. O. Heck, is not merely an instrument for instructing children; she is the artist who creates idealistic youth.<sup>1</sup> She looks beyond subject matter and sees lives that must be enriched and ennobled.

If we accept this as an enlarged function of the teacher, undoubtedly the teacher cannot be expected to do her most efficient work of enriching and ennobling lives, if she is to be obsessed annually with anxiety as to her re-appointment.

Quoting from Dr. Lewis's "Personnel Problems

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<sup>1</sup>  
A. O. Heck, Administration of Pupil Personnel, Ginn and Company, Columbus, Ohio, 1927, p. 106.

of the Teaching Staff", "Scientific employment, like high wages properly distributed, is in the long run an economy. It is more efficient (and therefore less expensive) to keep trained, experienced, and highly competent teachers, than it is to hire each year less experienced, less trained, and less competent teachers at less salary. It undoubtedly pays to conserve human as well as material resources. ---Turnover in education may be regarded as a professional barometer. There are, in every school system, certain stabilizing influences that build up morale or esprit de corp, that make for contentment and effectiveness. There are also other influences making for disaffection, discontentment, lack of interest, inefficiency, and instability of personnel. It is the function of the personnel management to strengthen the former and to defeat the latter."<sup>2</sup>

Another aspect of instability from the viewpoint of management is further stated by Lewis when he says: "If a teacher does not reach her maximum teaching efficiency until she has had at least five years experience, she does not reach a maximum of efficiency

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E. E. Lewis, Personnel Problems of the Teaching Staff, The Century Company, New York, N. Y., 1925, p. 329.

short of two additional years. It would seem that at least fifty percent of the teachers of the U. S. do not reach their maximum of efficiency before leaving the profession, and that not more than 25% reach it in a given school system. Schools lose 50% to 75% of the efficiency attainable under a policy of continuous service."<sup>3</sup>

To alleviate the inefficiency caused by instability in the teaching profession, and to eliminate injustice to teachers, various plans have been proposed to provide the teacher with greater security of tenure. Obviously, the public is also entitled to protection. The elimination of the incompetent teacher should never be made difficult.

A satisfactory system of tenure must be just to both sides, the teacher and the public; it should relieve the good teacher of anxiety for the future; it should promote contentment and stability; it should protect the efficient teacher and weed out the incompetent; above all, it should, together with other forces, promote and encourage efficiency.

There are many laymen and some educators who

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<sup>3</sup>  
Ibid., p. 330, 331.

maintain that the teaching profession can get the results of tenure legislation without proceeding through legal channels. The development of the following qualities will bring tenure to teachers:

1. Moral character.
2. Literary attainment.
3. Skill and initiative in imparting knowledge.
4. Discipline.
5. Inculcation of truth, honesty, morality, self-control, patriotism.
6. Good health.

Many of these qualities are of such subjective character, that it is quite possible that a really efficient teacher could be dismissed for a mere lack of the proper kind of interpretation of these qualities, providing the "powers that be", wished the dismissal of the teacher. Thus many feel the need for some form of legislative tenure.

Cubberly saw a need for some improvement in the condition of teacher tenure when he wrote,--"Every teacher, regardless of length of service, has been automatically out of a position at the close of each fiscal year. The burden of securing re-employment has

rested with the teacher, rather than the burden resting with the board for dismissal. The teacher, as a natural result of such a condition, has had less certainty of tenure than workers in any other form of public service, aside from temporary workmen".<sup>4</sup>

Cubberly at this point did not advocate the resort to direct controls by legislation, but rather would indirectly control tenure by urging an increase in size of the employing unit.<sup>5</sup> I am not sure that reorganization has brought about any greater stabilization of teacher tenure in the areas where tried.

In 1934 the National Education Association in dealing with the question of teacher tenure, adopted a resolution which reads as follows: "We believe there should be legislation to protect teachers from discharge for political, religious, personal, or other unjust reason, but the laws should not prevent the dismissal of teachers for incompetence, immorality, or unprofessional conduct."<sup>6</sup> Here we see that the resolution was

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<sup>4</sup>E. P. Cubberly, State School Administration, Ginn and Company, New York, N. Y., 1927, pp. 643, 648.

<sup>5</sup>Ibid., p. 646.

<sup>6</sup>Myrtle Hooper Dahl, Chairman. "Report of Committee on Resolutions." Proceedings, 1934, Vol. 72 Washington D. C., National Education Association, 1934, p. 187.



practically stating principles upon which to base a plan of teacher tenure, whether by legislation, or merely through board application in the unit.

A different approach to some sound basic principles is contained in an editorial taken from the Educational Review for December 1923:

"There is a --path which will guard the rights of the teacher and yet insure the schools against deterioration. If, after the first few years of probation, the teachers should be subjected to a revaluation of their services every five or six years, they will have all the advantages of permanency without being tempted to settle back on their oars and drift with the tide. No really live teacher could object to having her work stand on its merit, after sufficient time had passed to show what she was accomplishing. Such a review of one's teaching service should, of course, be based upon some scientific method of rating, and a fair opportunity should be given a teacher who proved to have been retrograding to re-establish her record. That has been successfully accomplished in many places, and renders the suggested plan both safe and effective."<sup>7</sup>

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Frank Pierrepont Graves, Editorial, "The Effect of Permanent Tenure on School Efficiency", Educational Review, Doubleday, Page and Company, Garden City, New York., Vol. 66, copy 2, December, 1923, pp. 285-286.

The above mentioned plan would still be optional in each district. A question arises whether the above principles could be embodied in legislative form.

Before suggesting any legislative form, let us consider the basic principles of teacher tenure legislation as stated by Almack and Lang:

1. "The minimum education and training acceptable for entrance to the teaching profession is four years of high school and at least two additional years of professional training.
2. On entering service, teachers should pass through a probationary period of two or three years, with an opportunity for trying out under a variety of conditions.
3. Following the probationary period, teachers should be appointed for an indefinite period.
4. As a condition to promotion in salary and continued employment, a reasonable program of study should be carried annually.
5. No teacher should be dismissed without being given an opportunity to remedy the deficiencies with which she is charged. Due notice should be given when dismissal is decided upon, and the reasons should be clearly stated in writing.
6. A hearing should be granted any teacher upon dismissal, if she desires it, and full protection should be provided.
7. The right of appeal to a high educational

authority should never be denied."<sup>8</sup>

Cubberly in applying these foundational principles, constructs a plan for teacher tenure as follows:

"A new teacher entering the service of a city or county district should enter on probationary appointment, for say a five year term, with credit for previous experience elsewhere, to be determined at the time of entrance, not to exceed three years in amount. At the completion of the probationary period, if satisfactory, the teacher should be elected to indefinite tenure after which no yearly election would be called for, as long as the teacher met the general requirements of the State as to yearly validation of certificate, and any special city or county requirement as to professional study and improvement. The teacher would then be given virtual life tenure, as long as he, or she, did not fall under some of the legal causes for dismissal from the service, as provided by general State Law.

The causes for dismissal should be of two types, and should be dealt with differently. The first type should include causes requiring immediate attention, such as immorality, insubordination, wilful neglect of duty, and probably certain clearly defined cases of unprofessional conduct. For these, on proper proof, the teacher should be subject, at any time, to suspension by the superintendent, and dismissal by the board of education, always subject to the appeal provided for. The other type of case is incompetency or unfitness for the teaching service. When this is the charge, the teacher should not be brought to trial before the board in an attempt to prove what can seldom be proved, but instead should be transferred back to the probationary class

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Quoted in E. P. Cubberly, op. cit., p. 647.

for teachers for the ensuing year. Her work should then be placed under careful observation, and she should be given any needed help. There should be no reduction in salary, and if the teacher demands it, a change to another school in the city or county school district should be permitted. At the end of the year of probationary service the teacher should be either restored to indeterminate tenure or be dropped from the service. If necessary to assign her again to probationary status, she or he, should be discharged instead. Validity of evidence for dismissal is to be judged by the board of education. There should be provision for an appeal to the State Commissioner of education. There should be laws to compel the board to give proper and early notice of non-retention, and to elect before a certain date." 9

Fred M. Hunter, Superintendent of Schools in Oakland, California, presents the best and most complete summary of underlying factors on teacher tenure. In presenting a committee report to the National Education Association in 1927 on, "What is the Real Problem," he states: "The real problem is to promote a sound and stable teaching force in a manner compatible with the educational interests of society; the welfare and progress of pupils, and justice to teachers. Indefinite tenure

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Cubberly, op. cit., p. 648.

is the best method of solving this problem."<sup>10</sup> The principles thus proposed surrounded the attainment of three main purposes:

1. In all teacher tenure legislation, the interest of children is paramount.
2. All teacher tenure legislation should aim to promote the highest possible standard of teacher service.
3. Justice and protection to meritorious members of the profession are positive agencies in maintaining such a service.

Hunter stated that the committee's twelve principles to control the framing and operation of tenure laws were yet highly tentative. The twelve principles follow:

1. "To get better instruction for children.
2. Tenure laws should be accompanied by law governing training, certification, remuneration, and retirement allowances.
3. Laws are to stimulate better preparation and a more efficient teaching service.
4. Indefinite tenure provided only after preliminary training, successful experience, and professional growth.

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F. M. Hunter, National Education Association, Weekly Proceedings, "The Teachers Economic, Social, and Professional Welfare as Related to Tenure," Vol. 65, 1927, pp. 208-209.

5. Indefinite tenure after successful experience during a probationary period of two or three years.
6. Dismissal to be in the hands of the appointing board.
7. Provide for easy dismissal of unsatisfactory or incompetent teacher for misconduct, unfitness for teaching, refusal to obey laws, rules, neglect of duty, or malfeasance.
8. Dismissal preceded by warning and specific statement in writing.
9. Teacher has right of a hearing.
10. Teacher has right to resign upon reasonable notice to board. Recommends not later than thirty days before beginning of the next term, unless with the consent of the board.
11. Law to include those teachers now in service (six years), even those with law training.
12. Indefinite tenure granted to all classes of certified school employees."<sup>11</sup>

It is not within the realm of this chapter to point out objections to teacher tenure legislation. From what was stated earlier in the presentation, it may be well to note that teachers would not be kept in continuous service within a system by tenure laws.

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<sup>11</sup>

Ibid., pp. 58, 61, 210, 211, 212.

The aforementioned principles recognize the teacher's hope of gain and improvement and therefore the principle of providing that teachers may duly resign. The principles mainly are devoted to the end that a teacher may not be dismissed without good cause.<sup>12</sup>

It is interesting to note principles established by getting the opinions on teacher tenure of 2112 members of the profession and laymen in close touch with schools:

1. "The profession stands for a policy of teacher tenure and the protection of the competent and able teachers in their position.
2. The profession would eliminate the incompetent and unworthy.
3. Profession favored dismissal for such causes as:
  - (a) Physical disability.
  - (b) Proved lapse of moral character.
  - (c) Proved insubordination to reasonable rules of employing authority.
  - (d) Continued inability to maintain discipline in classroom school or system.
4. The laymen would increase the number of causes for dismissal.

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American School Board Journal., "Itinerant Teachers and the Tenure Idea," Bruce Publishing Company, Milwaukee, Wisconsin, Vol. 77, November, 1928. p. 63.

5. Law should provide for the following:

- (a) Probation period 1-3 years.
- (b) Tenure during efficiency and good behavior.
- (c) Dismissal only upon proof of cause and trial in at least two schools-this to apply to any cause except proved immorality.
- (d) Right of the teacher to a hearing."<sup>13</sup>

Most of these sources are in agreement in the foundational principles except in the details as to the number of years for the probationary period, and the number of specific causes for dismissal. This seems to indicate that there are yet some principles that are in the formulation stage awaiting testing in actual embodiment in legislation which will prove the desirability or undesirability of the principle.

In applying these principles we come to the conclusion that a sound plan for teacher tenure should include the following: A new teacher should enter on probationary appointment with credit for service elsewhere not to exceed possibly three years in amount. If

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National Education Association, Research Bulletin, The Problem of Teacher Tenure, "Tabulation of Mass Opinion on Teacher Tenure", Vol. II, No. 5, Washington D. C., November, 1924, p. 164.



the teacher proved satisfactory, then she should be placed upon indeterminate tenure and no further election be called for as long as the teacher meets the state requirements as to validity of certificate. In this way a teacher would fall under virtual life tenure as long as she did not fall under some of the legal causes for dismissal under the state law.

These causes for dismissal according to E. P. Cubberly, would be of two types and should be dealt with differently.<sup>14</sup> The first would include those causes requiring immediate attention, such as immorality, insubordination, or willful neglect of duty. The other type would be incompetency and unfit for the teaching service.

It also stands to reason that in states without a tenure law there should be some legal limitation placed on the action of Boards of Education to compel them to follow reasonable rules and regulations as to retention or dismissal of teachers. As Cubberly says, "There are desirable limitations to be placed upon school boards by the State."<sup>15</sup>

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<sup>14</sup> Cubberly, op. cit., p. 648.

<sup>15</sup> Cubberly, op. cit., p. 650.

Placing before you the aforementioned principles and basic factors on tenure it is hoped that the results will be a better understanding of discussions which are to follow in later chapters of this study.

## CHAPTER III

### ADVANTAGES AND DISADVANTAGES OF TENURE LAWS

The tenure problem has been of interest to teachers and superintendents for quite some time because of the enormous turnover of employees in the teaching profession. Of course, there are natural causes, such as; illness, death, accident, increase and decrease in the supply and demand of teachers, and the matriculation to other lines of work. There are certain other causes which contribute to the enormous teacher turnover which tenure legislation seeks to control.

It is doubtful whether any other profession or even industry has such unstable personnel as that of teaching.

In a survey made by D. H. Cook, in eight states from 1920 to 1928, it was found that from one-fourth to one-half of the teaching staff changed positions each year. He also found that the turnover was higher in rural communities than in city systems and higher among secondary teachers than among elementary teachers.

During 1923, when business was at its peak sixteen percent of the teachers left the teaching profession to take positions in business. This exit from the teaching profession just reversed itself during the depression years. From 1929 to 1932 many people came into teaching from other fields.<sup>1</sup>

Not only is the turnover of teachers a handicap to the teacher, but is usually costly to the school system. Lewis says:

"A new teacher introduced into an organization usually entails an expense greater than what the continued service of a former person would entail although the salary remains the same."<sup>2</sup>

A great percent of this turnover in the teaching profession is due chiefly to many causes over which the teacher has little or no control. The causes for teacher turnover have been classified by Lewis as

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<sup>1</sup> D. H. Cook, Problems of the Teaching Personnel, "Extent of Teacher Turnover", Longmans, Green and Company, New York, N. Y., 1933, p. 79.

<sup>2</sup> E. E. Lewis, Personnel Problems of the Teaching Staff, "Significance of Turnover", The Century Company, New York, N. Y., 1925, p. 329.

follows:<sup>3</sup>

1. Economic factors

- a. Inadequate salaries
- b. High cost of living
- c. Economic fluctuation (war time)
- d. Size and wealth of community
- e. Influence of placement bureaus
- f. Influence of teacher organizations
- g. Attraction to other trades
- h. Economic independence due to inheritance.

2. Political factors

- a. A change in personnel of boards and officers.
- b. Local factionalisms
- c. Needless hiring and firing due to politics and other factors
- d. Annual elections
- e. Home talent competition--Spoils system.
- f. Unsatisfactory employer.

3. Professional factors.

- a. Desire for promotion
- b. Desire for further schooling
- c. Desire to move with superior officers.
- d. Higher standards required
- e. Expiration of certificate
- f. Changes in curriculum, program, etc.
- g. Unsatisfactory condition of work.

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Ibid., Lewis, pp. 331; 332; 333.

#### 4. Individual factors

- a. Desire to change
- b. Age and sex
- c. Marriage
- d. Health--personal and family
- e. Unfitness, incompetence, immorality.
- f. Friendship elsewhere
- g. Desire to start over
- h. Lack of social common sense.

#### 5. Social factors

- a. Religious, political, or economic habits or views
- b. Provincialisms of community
- c. Migration of teacher's family
- d. Restricted social opportunity, especially with reference to marriage
- e. Lack of community appreciation--both ways.
- f. Poor living and working conditions.

#### 6. Geographical factor

- a. Climatic conditions.

It is clearly evident, then, that there are numerous reasons for the teacher turnover in both rural and urban sections. The causes are sometimes due to the teachers themselves and many times to causes which we regret to say are for selfish reasons. A politically-minded board member may think a friend or relative should have a job regardless whether the

change in personnel brings benefit to the pupils or not. The school exists for the pupil and not for the teacher. Often the whole school is disrupted when new board members are elected, not because the school is not functioning properly, but because of the idea that John Brown has had the job long enough. "Someone else should have a chance", is the usual slogan. The writer recalls the situation of a fairly large town in Ohio where the new board decided to clean house. They fired the superintendent, the principal, the heads of the departments and all those who worked with and cooperated with the superintendent. The results were obvious.--A complete breakdown of morale of both staff and pupil personnel.

Probably the protection which the teachers have in the above type of turnover is that of state teacher tenure laws. We shall not in this chapter attempt to explain any tenure laws or enumerate any good or bad state teacher tenure laws, but confine our discussion to unbiased arguments for and against teacher tenure in the United States. We feel, however, that the school is maintained for the pupil and not for the teacher. Therefore, any tenure which does not take into consideration the welfare

of the child as well as the teacher is not indorsed by the author of this study.

The report of the National Education Association Committee on tenure in 1935 gave the following arguments in favor of teacher tenure:<sup>4</sup>

1. To prevent political control of schools and teaching positions.
2. To permit and to encourage teachers to devote themselves to the practice of the profession without fear or favor.
3. To encourage competent and public spirited teachers to remain in the schools.
4. To discourage management based on fear and intimidation.
5. To prevent discharge of teachers for political, religious, personal, or other unjust causes.
6. To protect teachers in their effort to secure well financed and adequate education for the children in their charge.

Numerous accounts could be pointed out showing the

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<sup>4</sup> National Education Association, Committee on Tenure, Donald DuShane, Chairman, "Reasons for Tenure," Washington 6, D. C., Requote from 1935, August, 1936, p. 5.



unnecessary dismissals of teachers for political reasons. One typical example was in Denver where seventy-six were dismissed by the board because they wanted to fill the positions with new teachers.<sup>5</sup> The following are some of the more common reasons why Boards of Education dismiss teachers:

1. Most opinions concerning the teacher are based upon stories carried home by the school children.
2. Strict discipline is likely to be unpopular with school children.
3. Derogatory remarks made by pupils who failed are likely to have some influence on the teacher's dismissal.
4. There is a strong tendency for unmarried teachers.
5. Many feel that one's efficiency decreases with his service.
6. More men would be attracted to the teaching profession as a life occupation if they were not expected to be models of old maidish virtue.
7. Teachers are now the victims of petty factional politics.

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Fred M. Hunter, National Education Association, Addresses and Proceedings, "Teacher Tenure in the United States," Vol. 65, p. 216.

8. Lack of adequate training.
9. It takes politicians rather than good teachers to survive.

Indefinite tenure is in the interest of children, because it decreases the turnover of teachers through avoiding the transient teacher who contributes little to the community. He is usually interested in what he can get from the community rather than what contribution he can make. The permanent teacher tries to build up his community because he feels he owes some contribution to society. He takes pride in things he has accomplished in the improvement of society.

By having indefinite tenure the teacher can take an active part in wholesome community activities for the common good, and use his moral support to further modern issues toward the betterment of government and society; whereas, if he must cater to some politically-minded board member he must please that board member by either taking no active part or by taking part derogatory to his ideals and beliefs. The teacher is usually better informed than most of his community. Why should he not have the privilege of expressing himself in a wholesome manner upon community issues without fear of being dismissed from his position?

Tenure makes teaching attractive through the reduction of fear of annual election and protects the teacher against patronage seekers.

Indefinite tenure permits long time planning by the teacher. What incentive is there for the teacher to make plans for his work for four or five years hence, when he knows that he has a job which is guaranteed for only nine months?

The platform of the National Education Association adopted in 1941 contained the following statement on tenure of service: "Teachers, regardless of position or title, are professional workers in a common cause, and, as such have certain responsibilities and rights."<sup>6</sup>

As professional workers teachers should be protected from dismissal for any unjust cause. This protection may be brought about by the use of tenure laws. Indefinite tenure tends to make board members more careful in selection of teachers and does away with annual elections which are sometimes embarrassing

Adapted from "Tenure of Teachers" and "Tenure of Teachers"

<sup>6</sup> National Education Association., "Platform of the National Education Association." Proceedings, 1941., Washington 6, D. C.: the association, 1941, pp. 908,- 909.

to both board members and superintendents. The modern trend in tenure laws is to make provisions for dismissal of the competent teacher only under extreme circumstances. The general causes for dismissal are: neglect of duty, incompetency, insubordination, and immorality.

It is generally agreed that a good tenure law protects children against incompetent teachers and promotes efficiency among competent teachers by safeguarding them in their efforts to serve the children. It also promotes efficiency by encouraging competent teachers to stay in the schools. It has been proven that tenure is in the interests of the children, because state school systems in which tenure laws have been operative, rank among the highest in professional standards in the United States. Three well known examples are: New Jersey, Massachusetts, and California.

The idea of tenure legislation is not a new one, nor is it untried; it has been in operation for many years in European nations and is being adopted gradually by the American States.

## CHAPTER IV

### STATUS OF TEACHER TENURE IN THE UNITED STATES

The efficiency and quality of a school system are determined not so much by the size and costliness of its buildings and equipment as by the efficiency, morale, and freedom of its classroom teachers. Donald DuShane, Chairman of a committee on Tenure for the National Education Association says:

"The chief function of school boards should be to create favorable teaching conditions in the classroom by providing living salaries, by protecting teachers from injustice and unnecessary restrictions and annoyances, and by freeing them from fear and intimidation, to the end that teachers may devote themselves fully to the task of understanding, training, and inspiring the children in their charge."<sup>1</sup>

If citizens desire better classroom conditions for their children, if they believe children should be taught by teachers free from unnecessary worry and fears,

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<sup>1</sup>National Education Association, Donald DuShane, Chairman, Committee on Tenure, "The Status of Teacher Tenure", Washington 6, D. C., July, 1938, p. 4.

if they feel that teacher morale is one of the determining factors in the quality of education, they should support their state education associations in seeking legislation to protect members of the teaching profession from discharge for political, religious, personal, or other unjust reasons.

"Under typical American tenure laws teachers must serve a probationary period of from one to three years, during which time they may be discharged at the will of the school board. Thereafter they may be discharged only after a public hearing for causes such as incompetence, immorality, or neglect of duty. Tenure seeks to keep the schools free from political, personal, or commercial domination. Tenure protects competent teachers from unjust discharge and permits them to devote themselves wholeheartedly to their profession. Tenure discourages school management based on fear and encourages leadership based on confidence and understanding. Tenure provides a reasonable personal and academic freedom for teachers. Tenure encourages competent, public spirited teachers to stay in the schools".<sup>2</sup>

The turnover among teachers in the public schools is relatively large. This situation is expensive and unsatisfactory because it interferes with the continuity and effectiveness of teachers' efforts both in the

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<sup>2</sup> Donald DuShane, op. cit., p. 4

school and in the community. In many school systems there is serious need for policies governing tenure and promotion which will provide economic security for teachers and thus encourage them to serve their communities for longer periods of time.

The problem of teacher turnover, which is a long standing one, became more acute during the last World War. A report issued by the United States Commissioner of Education gives the following figures: From a sampling of 247 counties and 201 cities for October 1942, it was found that 5289 teachers in the counties and 3675 in the cities were leaving their positions. The rate of teacher turnover was 9.3 percent for counties. The United States as a whole had a turnover of teachers of 17.3 percent. For the entire public elementary and secondary school systems about 137,900 teachers were new to their positions in the fall of 1942; 166,857 for the school year 1943-44, and 127,364 for 1944-45:

Among the reasons given for men leaving the teaching profession were the following: 50.5 percent entered the armed forces, 14.7 percent took over other teaching jobs, 14.1 percent entered war industries, 4.9 percent entered federal employment, and 4.1 percent

entered other positions; for the women, 28.8 percent took other teaching jobs, 19.7 percent married, 8 percent retired, 7.1 percent entered war plants and 5.4 percent entered federal employment.<sup>3</sup> Another study was made in 1944 by the Nations Schools. The results given in this report indicated that 80 percent of the teachers were leaving the profession due to low salaries; 78 percent because of better opportunities elsewhere; 38 percent because of insecurity of tenure.<sup>4</sup> In a study made by Pylman, it was found that only 22.7 percent of the 1920 Michigan trained graduates were still in the profession in 1942.<sup>5</sup> Studies of teacher turnover in other states show similar conditions. This high rate

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United States Office of Education. Federal Security Agency. "Teacher Turnover between School Years." Education for Victory. 1:26, No. 30; May 15, 1943. Requoted in, Review of Education Research, American Educational Research Association, of the N.E.A., "Teacher Tenure", Chapter X, Vol. XVI, No. 3, June, 1946, p. 271.

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Arthur B. Moehlman, "Why Teachers Leave". Nation's Schools, 34: 32; September, 1943. Requoted, Review of Educational Research, "Teacher Tenure", Chapter X, Vol. 16, No. 3, June, 1946, p. 271.

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Jay L. Pylman, "How Stable is the Teaching Profession?" Nation's Schools 35: 30-31; February, 1945. Requoted in, Review of Educational Research, June, 1946, p. 272.



of turnover brought pressure to bear upon the legislatures of the several states for consideration of tenure.

In 1937, at least twenty-eight states discussed legislation affecting various aspects of the teachers' contractual status. In twenty-one of these states one or more tenure bills were presented to the legislature. New tenure laws of varying importance were enacted in several states. DuShane gives some valuable information on the status of tenure legislation adopted in the several states when he says:

"In sixteen states no legislation whatsoever had been passed to protect the teachers' tenure of position. Twenty-six states had laws providing for the employment of teachers beyond the annual contract. In several of these, long-term contracts are permitted but this provision does not always eliminate cases of unfair dismissal. In several states teachers' contracts are continuous from year to year terminable only upon cause, at specified dates, with due notice. In some states teachers are more or less protected by tenure laws of varying provisions.

A number of states have statewide laws providing that teachers are employed from year to year continuously unless notified by a specified date that the contract is not to be renewed for the ensuing year. In one state, Minnesota, the first-class cities are on tenure while the remainder of the state is under provisions for contin-

uing contracts. In one state, Montana, the contract does not become continuous until after a probationary period of two years. Causes for dismissal are not usually included in laws providing for continuing contracts, but the Minnesota law stipulates that teachers on continuing contracts shall not be dismissed for reasons other than those stipulated for the dismissal of tenure teachers in the first-class cities.

Teachers employed under provisions for continuing contracts do not have any redress in case of dismissal, but notice to teachers whose contracts are not to be renewed must be given early enough so that they will have reasonable opportunity to seek employment elsewhere for the ensuing year.

In six states the tenure law is state-wide. In ten states it applied only to certain districts or those, of specified population size. In one state, Michigan, it is merely permissive, to be accepted or not by the voters of local districts.

The school employees covered by the tenure laws are, usually, all certificated employees. Superintendents are included. Sometimes the assistant principal and visiting teachers are specifically mentioned. The Pennsylvania law specified teachers, supervisors, supervising principals, principals, directors of vocational education, dental hygienists, visiting teachers, school secretaries, the selection of whom is on the basis of merit as determined by eligibility lists, school nurses, who are certified as teachers, and any regular full time employee of a school district who is duly certified as a teacher'.

Pennsylvania is the only state which provides tenure from the beginning of

employment without a probationary period. In the other fifteen states teachers must serve satisfactorily during a probationary period of from one to five years before earning protection. In some states teachers are placed on tenure automatically at the end of the probationary period while in other states election of tenure status is required at the end of the probationary years. Under the later conditions school boards are occasionally tempted to dismiss teachers at the end of the probationary periods to avoid placing them on tenure. Michigan has provided for continuing contracts for probationary teachers; Michigan and Kansas stipulate that probationary teachers may not be dismissed except for reasons specified as legal causes for dismissal of the teachers on tenure.

The causes usually specified for legal dismissal of teachers on tenure are immorality, incompetency, inefficiency, insubordination, neglect of duty, conduct unbecoming a teacher, and justifiable decrease in number of teaching positions. In addition, the Oklahoma and Pennsylvania laws mention that tenure shall not interfere with the age for superannuation retirement or the provisions for disability retirement. The California and Indiana laws include the proviso that tenure shall cease at the age of sixty-six--employment in California thereafter to be at the discretion of the employing school board. The Colorado and Oklahoma laws state that dismissal shall not be for religious or political reasons and the Indiana law reads 'political or personal reasons.'

When a teacher under tenure is to be dismissed, he is to be given notice of from ten to ninety days. The New Jersey law mentions only that 'reasonable notice'

be given. The hearing of charges against the teacher follows notice of dismissal automatically in five states, but must be requested by the teacher in ten states. Hearings may be public or private, usually at the option of the teacher. The decision of the school board is final in three states although practice has proved that this limitation does not always preclude civil court action. In three states the teacher may appeal to the state superintendent; in three states a tenure commission is created by the tenure law to serve as a court of appeal. No provision for appeal of cases is included in Colorado, Massachusetts, or Minnesota laws." 6

In 1941 there appeared another wave of enactments of tenure laws. The leading states passing laws during this year were: Arkansas, Connecticut, Illinois, Iowa, Oregon and Washington.<sup>7</sup> Changes were also made in the laws of many states, namely, Michigan changed its law to give special contractual status to administrators. Other laws were changed so that returning military personnel would be restored to their former positions.

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National Education Association, Donald DuShane, Chairman, Committee on Tenure, "The Status of Tenure Legislation", Journal of the National Education Association, Washington 6, D. C., May, 1938, p. 155.

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National Education Association, Teacher Tenure Bulletin, "Teacher Tenure Legislation During 1941", Research Division, Washington 6, D. C., February, 1942, p. 1.

A total of 43 bills were defeated in different state legislatures, which proves that some definite thinking was being done on the subject of tenure.

Even though many states were passing tenure laws and others revising theirs, the laws still varied widely among the several states that adopted legislation.

In a number of states the statutes adopted are silent on the matter of length of contract. In these states local school authorities designate the term of employment using the limits of custom to guide them in most instances. However, in most of these states, it is the practice to limit the teacher's contract period to one year. For example the statutes of Alabama do not require the teacher's contract to be limited to any particular length of time, but the general practice is to limit the contract to one school term. This is the typical procedure in most of the seventeen states and amounts in practice to annual election. However, the state of Rhode Island reports a departure. In that state the lack of provisions for the appointment of teachers for a specified length of time has been interpreted as absence of limitation on duration of contract. A Rhode Island commissioner of education interpreted the law as follows:

"Our statutes, as they are silent, suggest no restriction on school committees. Under our law the practice of establishing tenure has developed steadily, to the extent that our teachers have little reason to believe, after a probationary period, that employment will not be continuous. In most places teachers are placed on the 'permanent list' after one, two, or three years....There might be justification for a general statement that the Rhode Island statute permits tenure and that tenure has been established legally under permissible statute."<sup>8</sup>

Clearly, therefore, the lack of legal provisions for duration of contract is subject to wide range of interpretation. The above examples seem to illustrate the two extremes.

It is probable that the schools in the states having statewide tenure suffered less financially during the depression than a comparable group of non-tenure states and that one of the basic causes of this condition is that the tenure teachers have not been afraid to fight for school support.

The superintendent cannot, single-handed, protect and develop a school system. Superintendents need the support of a fearless body of teachers and tenure makes

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National Education Association, "The Status of Teacher Tenure", op. cit., July, 1938, p. 10.

such support possible. Without tenure, teachers are very much handicapped in opposing practices such as overloading classes, eliminating necessary school subjects, and unjustifiable cutting of salaries.

It is also apparent that the adoption of an actual, rather than a theoretical program by the schools for the preparation of students for a changing society can be possible only under the protection of tenure. That there can be no real academic freedom in the public schools without tenure is admitted by most students of the subject. Donald DuShane supports the need of tenure for the superintendent when he states:

"It is probable that there is no member of the school force so much in need of tenure as the superintendent. The teachers hold him responsible for a professional administration of the schools, and the board members expect him to carry out their desires and wishes. He is always under attack from some quarter. There seems to be an interesting trend at the present time toward including superintendents under tenure. In both Indiana and Massachusetts superintendents are under tenure. The effect has apparently been to improve the relationship between administrative and teacher groups and to present more easily a united front for the protection and improvement of the schools."<sup>9</sup>

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<sup>9</sup> National Education Association, Donald DuShane, "The Superintendent and Tenure", Journal of the National Education Association, 24: 156; May, 1935.

TABLE I

STATE LAWS GOVERNING THE DURATION OF  
TEACHERS' CONTRACTS 10

Types of Provisions	Number of States	Names of States
1	2	3
1. Uniform statewide provisions		
a. No legislation	17	Alabama, Alaska, Georgia, Idaho, Main, New Hampshire, New Mexico, North Carolina, Rhode Island, South Dakota, Utah, Vermont, Virginia,
b. Annual election	6	Arizona, Iowa, Kentucky, Missouri, Washington, West Virginia.
c. Continuing contract	5	Delaware, Montana, Nebraska, Nevada, South Carolina, Ohio.
d. Permanent tenure after probationary period.	6	Hawaii, Louisiana, Maryland, Massachusetts, New Jersey, Wisconsin.

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National Education Association, "The Status of Teacher Tenure", op. cit., July, 1938, p. 11., also see, National Education Association, Teacher Tenure, op. cit., February, 1942, pp. 1-9., also see, American Educational Research Association, a department of the National Education Association, Review of Educational Research, "Teacher Tenure", Washington 6, D. C., Chapter X, Vol. 16, No. 3, June, 1946, p. 271.



TABLE I (Cont'd)

STATE LAWS GOVERNING THE DURATION OF  
TEACHERS' CONTRACTS

Types of Provisions	Number of States	Names of States
1	2	3
e. Permanent tenure without probationary period.	1	Pennsylvania
2. Varying provisions within state		
a. Permanent tenure in some districts, continuing contracts in other areas of state	1	Minnesota
b. Permanent tenure compulsory in some districts, optional in others.	1	California
c. Permanent tenure in certain districts, contracts permitted for more than one year in other districts.	1	Illinois
d. Permanent tenure after probationary period of certain districts with either no provisions or annual election in others	7	Colorado, Florida Indiana, Kansas, New York, Oklahoma, Oregon.

TABLE I (Cont'd)

STATE LAWS GOVERNING THE DURATION OF  
TEACHERS' CONTRACTS

Types of Provisions	Number of States	Names of States
1	2	3
e. Contracts permitted for more than one year in some districts with either no legal provisions or annual election in others	3	Mississippi, North Dakota, Texas.
f. Permanent tenure optional with local voters in each district	1	Michigan

Detailed Analysis of Laws Illustrating  
Several Types of Tenure Protection

Table II indicates the principal provisions of four state laws dealing with tenure of teachers. The New Jersey law is included, because it was the first statewide tenure enactment in the United States (1909). The Pennsylvania law is one of the later (1937) and is the only tenure law eliminating the probationary period.

The Michigan law, also 1937, is included in Table II because of its unique provision regarding local re-tification in each district. The Nebraska law is analyzed in the table for purpose of comparison.

TABLE II

ANALYSIS OF LAWS RELATING TO TEACHER  
TENURE IN FOUR STATES 11

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1. Employees to Whom Law Applies	
New Jersey:	Teachers, principals, supervising principals. Holders of proper teacher certificates in full force and effect.
Michigan:	All certificated persons employed by any board of education or controlling board of any public education institution, provided the qualified electors of the district by a majority vote shall adopt the provisions of the act. The majority vote of the electors in any district having adopted the provisions may cause the act to be no longer in effect in the particular district.
Pennsylvania:	Teachers, supervisors, supervising principals, directors of vocational education, dental hygienists, visiting

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National Education Association, Committee on Tenure, op. cit., July, 1938, pp. 19-20-21-22.

TABLE II (Cont'd)

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Pennsylvania: (Cont'd)	teachers, school secretaries, the selection of whom is on the basis of merit as determined by eligibility lists, school nurses who are certified as teachers, and any regular full-time employee of the school district who is duly certified as a teacher.
Nebraska:	Superintendents, principals, teachers.
	2. Probationary period
New Jersey:	Three consecutive calendar years unless shorter period fixed by employing board, or three consecutive academic years and employed at beginning of next succeeding academic year.
Michigan:	Two years. Teachers under contract at time of enactment who have previously rendered two or more years of service in same school district to be granted tenure immediately upon reappointment except that any controlling board may by unanimous vote refuse to reappoint teacher who has rendered two or more years of service prior to enactment. If vote is not unanimous, teacher shall be considered to be on continuing tenure. A third year of probation may be granted by controlling board upon notice to tenure commission. A teacher on continuing tenure in one district may be placed immediately on tenure in another district, or shall not be subject to another probationary period of more than one year.
Pennsylvania:	None.
Nebraska:	None.

TABLE II (Con'd)

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### 3. Causes for Dismissal

New Jersey:	No provision for probationary teachers. After probation; inefficiency, incapacity, conduct unbecoming to a teacher, and other just causes. Decrease in number of pupils; seniority of service to be observed in abolition of positions. Dismissals due to reduction in number of pupils, not to be by reason of residence, age, sex, marriage, race, religion, or political affiliation; dismissed teachers to be placed on preferred eligibility list in order of length of service for reemployment.
Michigan:	Probationary teachers shall be employed for the ensuing year unless notified otherwise at least 60 days before the close of the school year. After probation; dismissal only for reasonable and just causes.
Pennsylvania:	Immorality, incompetency, intemperance, cruelty, wilful and persistent negligence, mental derangement, persistent and wilful violation of the school laws of the state, or substantial decrease in the number of students due to natural causes. Dismissals for latter cause to be made in inverse order of appointment.
Nebraska:	The school board shall annually consider the success of all teachers and by ballot determine whether any of such teachers' contracts shall be terminated.

### 4. Procedure For Removal From Service

#### a. Manner of preferring charges

TABLE II (Cont'd)

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New Jersey:	In writing, signed by person making charges, filed with secretary or clerk of board of education.
Michigan:	In writing, signed by person making charges, filed with secretary, clerk or other designated officer of controlling board.
Pennsylvania:	In writing.
Nebraska:	No provisions.
	b. Notice to teachers.
New Jersey:	Reasonable notice.
Michigan:	Charges concerning character of professional services shall be filed at least 60 days before close of school year. The controlling board, if it decides to proceed upon the charges, shall furnish teacher with a written statement of the charges and shall at the option of the teacher provide for a hearing to take place not less than 30 nor more than 45 days after filing of charges.
Pennsylvania:	In writing, not less than 10 days nor more than 15 days before hearing; signed by the president and attested to by the secretary of the school board; time and place of hearing to be given.
Nebraska:	Contract shall be deemed renewed and shall remain in full force and effect until a majority of the board vote on or before April first to terminate the contract at the close of the contract period, or until the contract is superseded by a new contract mutually agreed to by the board and the superintendent or teacher.

TABLE II (Cont'd)

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c. Hearing	
New Jersey:	Person charged may have counsel. Witnesses may be subpoenaed by board for either party.
Michigan:	The hearing shall be public or private at the option of the teacher. Teacher and person filing charges may be represented by counsel. Testimony at hearings shall be on oath or affirmation. A full record of the proceedings shall be taken by stenographer employed by the controlling board who shall within 10 days after conclusion of the hearing furnish board and teacher with copy of transcript of record. Controlling board shall subpoena witnesses and documentary evidence on its own motion or at the request of the teacher. If any person shall refuse to appear and testify, the controlling board may petition the circuit court of the county to issue its subpoena commanding person to appear and testify. Any person who refuses to testify may be punished for contempt of court.
Pennsylvania:	Hearings to be public unless otherwise requested by defendant. Evidence to be recorded by competent disinterested public stenographer. Board may issue subpoenas and must do so at request of defendant. If any person shall refuse to appear and testify, the court of common pleas of the county shall issue its subpoena demanding person to appear. Any person refusing to testify shall be held for contempt. Testimony shall be taken under oath which may be administered by any member of board.
Nebraska:	No provisions.

TABLE II (Cont'd)

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	d. Removing agency
New Jersey:	Board of education by majority vote.
Michigan:	Controlling board by majority vote. Decision in writing to be reached within 15 days after termination of hearing. Copy of decision to be furnished teacher affected within 5 days after decision is rendered.
Pennsylvania:	School board by majority vote. No member of board may vote if he is related to the defendant or the parties instituting the complaint. A written notice of the decision to be sent to teacher by registered mail within 10 days after hearing is actually concluded.
Nebraska:	School board by majority vote.
	e. Other miscellaneous provisions.
New Jersey:	None.
Michigan:	State tenure commission to be appointed by the governor as follows: one classroom teacher, one member of a board of education of a graded or city school district, and one person not a member of a board of education or a teacher. State superintendent of public instruction and attorney general shall be ex officio members of commission. Term of appointment to be five years after first commission. Not more than one member from any one school district. After 1938 the teacher member must be on tenure. Compensation of members to be five dollars a day while hearing cases plus expenses.



TABLE II (Cont'd)

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Pennsylvania:	Contract form for the employment of professional employees included in act. Contracts with present employees to be executed within 30 days of enactment of tenure law.
Nebraska:	Election shall be by ballot and no person shall be declared elected except he receive a vote of a majority of all members of the board, except that no member of board may cast a vote in the election of any teacher in favor of said teacher when such a member of the board is related by blood or marriage to teacher within third degree.
	5. Procedure Governing Appeal
New Jersey:	Commissioner of education. Further appeal to state board of education and then to Supreme Court and Court of Errors and Appeals.
Michigan:	State tenure commission which shall provide for a hearing to be within 60 days from the date of appeal. Notice of the hearing before the state tenure commission and the conduct thereof shall be the same as provided in original hearing, with the addition of such other rules and regulations as the tenure commission may adopt.
Pennsylvania:	Court of Common Pleas of County; to be filed within 30 days of receipt of written notice of decision of board.
Nebraska:	No provisions.
	6. Miscellaneous Provisions
	a. Suspension

TABLE II (Cont'd)

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New Jersey:	Superintendent of schools in city school districts with approval of board of education may suspend any assistant superintendent, principal, or teacher. Such action must be reported to board of education which restores or removes teacher.
Michigan:	On filing of charges (same as for dismissal) controlling board may suspend teacher from active performance of duty until decision is rendered by the controlling board, but the teacher's salary shall continue during such suspension. Upon request leave of absence may be granted for a period not to exceed one year, subject to renewal at the will of the board; provided leave of absence, because of physical or mental disability may be granted by controlling board without request of teacher, and provided that teacher placed on unrequested leave of absence shall have right to hearing as in case of dismissal.
Pennsylvania:	Suspensions on account of decrease in number of pupils must begin with those with least service. No employee so suspended shall be prevented from engaging in other occupation during suspension. Reinstatements shall be made in inverse order of suspension. No new appointments may be made while there are suspended teachers available.
Nebraska:	No provisions.
	b. Demotion
New Jersey:	No provisions

TABLE II (Cont'd)

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Michigan:	Provisions for demotion same as for dismissal.
Pennsylvania:	There shall be no demotion in salary or type of position without consent of employee. If employee refuses consent demotion shall be subject to right of hearing and appeal same as for dismissal.
Nebraska:	No provisions.
	c. Salary changes.
New Jersey:	No provisions.
Michigan:	No provisions.
Pennsylvania:	Salaries may be increased at any time. (See b. above for decreases in salary). There shall be no abatement of salary or compensation if final decision favors teachers.
Nebraska:	No provisions.
	d. Resignation
New Jersey:	Teachers wishing to resign shall give a 60-day notice to employing board unless board approves release on shorter notice. Teacher failing to give notice guilty of unprofessional conduct and commissioner of education authorized to suspend certificate for not more than one year.
Michigan:	No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent, without giving a written notice at least 60 days before September first of the ensuing school year. Any teacher dis-

TABLE II (Cont'd)

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Michigan: (Cont'd)	continuing his services in any other manner shall forfeit his rights to continuing tenure previously acquired under this act.
Pennsylvania:	A 60-day written notice.
Nebraska:	Any employee whose contract is automatically renewed shall within fifteen days file written notice with the secretary of the board of his acceptance of renewed contract. Failure to file such notice (of acceptance) shall be regarded as conclusive evidence of non-acceptance of contract.
	e. Other
New Jersey:	None.
Michigan:	None.
Pennsylvania:	Charges shall be physically expunged from records and sent to acquitted teacher.
Nebraska:	None.

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New Legislation

More recently, laws have been revised somewhat. In 1945, Indiana enacted a law making it impossible for any-

one over sixty-six years of age to teach.<sup>12</sup> In 1944, Kentucky declared that the state must enter into limited continuing contracts for all public school teachers.<sup>13</sup> In 1945, Michigan legislated that all contracts should set forth the restrictions, work, and the requirements of the one under contract. The statute also provides that after a two year probationary period a continuing contract goes into affect.<sup>14</sup> In 1943, Nebraska provided permanent tenure for all teachers in cities with a population of over 40,000. Nothing in the statute prevents suspension of a permanent teacher.<sup>15</sup> Tennessee passed

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Indiana. Laws of the State of Indiana., Indianapolis, Indiana; State of Indiana, 1945, p. 156. Requoted, National Education Association, Review of Educational Research, Ibid., 1946, p. 272.

13

Kentucky. Act of the General Assembly of the Commonwealth of Kentucky, Louisville, Kentucky; State of Kentucky, 1944, p. 179-180. Requoted, Review of Educational Research, February, 1946, p. 271.

14

Michigan. Public and Local Acts of the Legislature of the State of Michigan, Regular Session, 1943, p. 133, Ibid., Requoted, Review of Educational Research, February, 1946, p. 272.

15

Nebraska, Laws Passed by the Legislature of the State of Nebraska, Fifty-Sixth Session, Lincoln, Nebraska; State of Nebraska, 1943, p. 673, 677., Requoted Ibid., Review of Educational Research, February, 1946, p. 272.

a tenure law in 1943 requiring that a thirty-day notice be given any teacher whom the board was considering for dismissal.<sup>16</sup> Since tenure legislation in Ohio is the main topic of concern of this paper, full discussion of the problem there will be set forth in later chapters of this study.

In summary, two facts seem to stand out in the literature relative to teacher tenure in the United States. (a) There is a very great amount of coming and going in the teaching profession; only a small fraction of the profession becomes permanently associated with the communities. (b) Progress is being made in developing means of providing security for the deserving members of the profession.

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16

Tennessee. Public Acts of the State of Tennessee Seventy Third General Assembly. American Educational Research Association of the National Education Association, 1943, p. 399. Requote, Review of Educational Research, Ibid., 1946, p. 272.

## CHAPTER V

### HISTORY OF TENURE LEGISLATION IN OHIO

The first tenure bill introduced in Ohio was in the Eighty-third General Assembly in 1919.<sup>1</sup> Before it was introduced, a committee of the State Department of Education made a study of the tenure laws of all states having tenure. The best features of all the different laws made up House Bill 73 of that year. The original bill consisted of eight sections. The House passed the bill, but it was defeated in the Senate by a close vote.

The Ohio Education Association then became interested in tenure and began to sponsor the legislation. They collected all the material available to prepare a new bill, which later became known as the McCoy-Bender Bill. This bill was placed before the General Assembly in 1921. In this bill, the superintendent was excluded from tenure; the judge of the probate court was to be the final authority upholding the board's dismissal; and any teacher resigning her position after August 1, of a

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<sup>1</sup> W. C. Wenner, Annual Schoolman's Weekly Proceedings, "Teacher Tenure Legislation in Ohio", 1922, pp. 227-230.

school term would be subject to having her certificate revoked by the Board unless the board gave its consent to the resignation. The teachers of the state did not support this bill because of the danger of loss of teaching license. Therefore, it was defeated.

In 1923, Senator Bender sponsored his second tenure bill for teachers, known as Senate Bill No. 3.<sup>2</sup> This bill included administrative personnel and teachers. During the same session, Mrs. Clapp, of Cleveland, also introduced a tenure bill in the House. This bill contained especially favorable clauses for the city systems. However, neither bill was taken up by either branch of the legislature.

The next attempt made to pass tenure legislation was endorsed by the Ohio State Teachers Association and introduced by Senator Loughhead as Senate Bill 172. This time, there were no factions in the Ohio Education Association, as there had been in 1921. A joint commission of five members was appointed to help lobby the bill through the legislature. The bill, which

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<sup>2</sup> W. H. Vance, Ohio Educational Monthly, "Proposed School Legislation Before the Legislature", Ohio State Teachers Association, Columbus, Ohio, Vol. 72, March, 1923, Number 3, p. 81.



originally covered cities of forty thousand or more passed the Senate. But when it reached the House, an amendment was added making it cover all districts. It was at once opposed by the rural representatives and defeated.

A strong bid was made to pass tenure legislation in 1927. Senator Loughhead, of Cincinnati, introduced Senate Bill No. 80,<sup>3</sup> which was similar to the one backed by the National Education Association. This bill met with no better end than those which had preceded it. Again in 1935, two tenure measures were originated. One was introduced in the House by Corey and the other in the Senate by Hunter, known as S. B. 108.<sup>4</sup> This bill would have created a state elected tenure board. However, the question of financing the Foundation Program was so acute at the time that neither measure come up for vote.

In 1934 a committee was appointed by the Ohio Education Association to study tenure laws in the United

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<sup>3</sup> Bertha E. Jacobs, Ohio Schools, "Try, Try Again," Ohio State Teachers Association, Columbus, Ohio, May, 1927, Vol. 5, p. 146.

<sup>4</sup> Walton B. Bliss, Editorial Comment, Ohio Schools, "Legislation of Interest to the Schools", Ohio Education Association, Columbus, Ohio, April, 1935, Vol. 13, pp. 118-119.

States and foreign lands. In 1935 the committee made its report to the Association. A new bill was drafted and introduced in the regular session of the 92nd General Assembly by Senator Zoul of Cuyahoga County. It then became known as Senate Bill No. 110. Since the teachers of the state were divided over the bill it never came up for a vote.

The Ohio Education Association never gave up hope and introduced another bill into both houses in the 93rd General Assembly. In the House the bill was designated H. B. 178 (Day), and in the Senate as S. B. 75 (Pollock).<sup>5</sup> This bill was identical with Senate Bill No. 110, which had met defeat before at the hands of the legislature. This time the Ohio Education Association made a definite effort to pass the bill, but it never reached the Senate floor and ended, as all others had ended, in the Ohio Legislature. Teacher tenure was again defeated for the time being in Ohio. The lack of professionalism among teachers was probably the leading cause for the defeat.

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Pollock, A Bill S. B. No. 75., 93rd General Assembly, Regular Session, 1939-1940. Appendix B., Robert C. Custer, "Teacher Tenure and its Legislative Development in Ohio From 1919 to 1938", p. 83., Unpublished Master's Thesis, Ohio State University, 1939.

In spite of bitter defeats through the years, tenure leaders felt certain the general public was sympathetic toward their efforts.

B. A. Stevens,<sup>6</sup> of the Ohio Education Association, announced that more and more support for tenure was forth coming especially among the rural areas. He found city, exempted village and county superintendents were also supporting tenure. According to him, the strongest obstacle to tenure in Ohio arose as a result of district organization in the state. Opposition came from local Boards of Education who had accumulated some power and did not wish to lose it. Reorganization seemed to be a necessary requisite to successful tenure legislation.

In the face of great obstacles, the struggle for tenure in Ohio continued. In 1941 a concerted effort was made by the Ohio Education Association, teacher groups, and some business groups to secure satisfactory legislation. The outcome of this combined effort was the passage of the present contract law.

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6

B. A. Stevens, Ohio Schools, "Progress of Ohio's Program of Education in 1939", Ohio Education Association, Columbus, Ohio, June, 1939, Vol. 17, p. 274.

It seems advisable at this point to give some discussion to the more essential parts of the Continuing Contract law in its present form.

Essential Content of the Law:

It is often intimated that the Ohio law protects the inefficient teacher. In connection with this statement attention is called to Section: 4842-12,<sup>7</sup> of the Ohio Law. Under this section a teachers contract may be terminated for the following reasons: Immorality; gross inefficiency; for wilful and persistent violations of reasonable rules and regulations of the board of education; or for other good and just cause. Under this section the board of education is required to give the teacher a written notice containing the grounds or charges against her. If the teacher applies for a hearing within ten days she is entitled to a hearing before the board. Both sides may be represented by counsel. The board of education may by majority vote terminate the teachers' contract. The teacher, then, has the right of appeal to the common pleas court. In this case the

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7  
Baldwins, Ohio School Laws, Second Edition  
"Termination of Contract by Board", Banks--Baldwin  
Company, Cleveland, Ohio., Section 4842-12, p. 95.

teacher is only entitled to a review of her case. The decision is final.

This law therefore affords an orderly and effective means for the removal of inefficient teachers. Under a continuing contract the board has the right to discharge a teacher, but must show the specific reason for the action in every specific case. Under a limited contract the only requirement made of the board is a written notice before March 31 of the board's intention of dismissal. The law provides a fair and orderly procedure for dismissal of inefficient teachers and insures, to prevent possible unfair dealing, a proper procedure for hearing and appeal. Thus the interests of both the public and teacher are protected.

Under the law all teachers are extended contracts through the boards of education. These boards fix all salaries. These salaries may be raised but not reduced unless reduced as stated in Section 4842-9 of the law.<sup>8</sup> This part of the law gives the board of education the right to lower salaries if the plan is uniform and covers the entire district.

Contracts under the law are of two types; limited

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<sup>8</sup> Ibid., Section 4842-9, p. 94.

contracts and continuing contracts. A limited contract is defined as being for a term of not to exceed five years. A continuing contract is a contract which shall remain in full force and effect until the teacher resigns, elects to retire, or is retired by the board under the law. This contract is granted only to teachers holding professional, permanent or life certificates.

The term "teacher" as used under the Ohio law includes all persons certified to teach and who are employed in the public schools of the state as instructors, principals, supervisors, superintendents, or in any other educational position for which the employing board requires certification.

Any teacher having taught in the same district for three years is eligible for a continuing contract provided she has the proper certification and is recommended for reemployment by the superintendent. Upon recommendation by the superintendent that a teacher be employed on a continuing contract, the board of education must enter into such a contract unless they reject the recommendation by a three-fourths vote. From the outset the law placed all teachers on tenure holding professional, permanent or life certificates and having taught five years in the same district.

Special provisions have been set up in the law covering the contracting of teachers in school systems which have an average daily attendance of 800 pupils or less. For example:<sup>9</sup>

- (a) A beginning teacher, who has not previously been employed in any school shall be hired for one year.
- (b) New teachers, who have at least one years experience in other schools, shall be employed for a period of time commensurate with the past experience at the discretion of the hiring board of education, provided that the contract does not go beyond five years.
- (c) Upon re-employment after the first contract the new contract shall be not less than two years nor more than five years provided that the teacher's qualifications have been fulfilled and the teacher's work has been satisfactory.
- (d) Upon re-employment after the second contract, the teacher's contract shall be for five years and subsequent renewal thereof shall be for five-year periods, or the board of education may at any time grant a continuing contract. The board may also fail to employ.

The question many times arises as to what may be done with an administrator serving under continuing contract and continues to do inefficient work. Section

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<sup>9</sup> Ibid., Section 484208, p. 93.

4842-9,<sup>10</sup> answers this as follows: A teacher employed as superintendent may be transferred to another position by a majority vote of the board of education. In no case may the board set this teacher's salary lower than the highest for that type of position in the same district, all training and experience being equal with that of other teachers.

The power of a board of education to dismiss has been discussed in this chapter without covering the teacher's part of the contract in regards to resignation. The teacher may not resign from her position after July 10.<sup>11</sup> In case the teacher does resign after this later date without the consent of the board of education effected, this board may complain to the state director of education who may after investigation, terminate the teacher's certificate for not more than one year. Further causes for termination of contracts are:

1. Decreased enrollment.

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<sup>10</sup>

Ibid., Section 4842-9, p. 94.

<sup>11</sup>

Ibid., Section 4842-11, p. 95., also see, Daniels-Cramer Law passed by the Ohio Legislature June, 1947.



2. Suspension of schools.
3. Changes in territory.

A board of education may terminate contracts as described above, but those teachers having continuing contracts and those having seniority must be given preference over other teachers. In cases of centralization, consolidation, or transfer of districts, the teachers on continuing contracts shall retain the same status in the newly created districts. In districts of less than eight-hundred pupils the granting of a continuing contract after the second contract is optional.<sup>12</sup>

After a careful study of the more essential parts of the law it becomes evident that the intent of the law is to give security of position only during efficiency and good behavior on the part of the teacher.

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<sup>12</sup>

Ibid., Section 4842-12-13-14., pp. 95-96.

## CHAPTER VI

### OPERATIONS OF THE OHIO CONTINUING CONTRACT LAW

There are several reasons why the present day is an opportune time to consider the operations of the contract law in Ohio. In the first place teacher shortages continue to exist in Ohio schools today especially in the elementary and vocational fields. There is a particular concern in the field of education over the exodus of a high percentage of teachers during the war period, and their failure to return to teaching. Further, it may be said that inflationary times have caused many teachers to look elsewhere for employment with greater remuneration. They undoubtedly have found the work satisfactory and therefore have failed to return to their former profession. A particular large number left teaching for other employment during the war years. The examination of the enrollment records in teacher training institutions further shows a definite trend away from the teaching field among the competent younger people attending institutions of higher learning.

In the second place, a great amount of teacher

turnover plagues our schools. This turnover usually leaves only one or two experienced teachers in a school system, to carry on the educational program. Competent teachers seek better paying, more responsible positions, causing the efficiency of the school systems they leave to decrease. Thus the question arises as to whether our educational system, as a whole, benefits or stands to lose as a result of tenure legislation. Has tenure legislation increased or decreased such turnover?

Finally, the day to day; operation of the tenure law has increased the problems of school administrators. In a great many cases problems arise under operations of the law which concern the administrator. An exemplary problem is whether the administrator should further recommend a teacher for probationary periods or place the teacher upon contract status. In some cases where a teacher is on the verge of contract status the problem arises whether to employ or not to re-employ. It seems therefore that the chief problem of educators would be to maintain a competent teaching staff under these conditions.

The above conditions if allowed to continue will undoubtedly lead to inefficiency among school systems in the state. It seems to be generally agreed that a competent teaching staff lends to greater efficiency of

a school system. Therefore it seems feasible to believe that our leading educators would be interested in a law which deals directly with the teaching problems. The writer has carried forward this study for the above reasons, hoping that some aid may be given toward the solving of problems faced in education today which are definitely related to operations under the tenure law.

#### The Procedure Used in the Study

Several initial steps were taken before this study was carried forward. In the course of establishing the problem, conferences were held with the adviser and Walton B. Bliss of the Ohio Education Association. At these conferences it was agreed that a definite problem did exist which warranted a study be made of the situation. Following these preliminary conferences, an outline of the proposed work was presented to the adviser for his checking and subsequent approval. At this conference it was decided to use a questionnaire in making a survey in regard to operation of the tenure law in Ohio.

The following procedure was used in constructing the questionnaire. At the suggestion of the adviser personal conferences were held with Ohio school adminis-

trators. At these conferences the administrator was asked to forward any question in which he might be interested in regard to tenure, a question which he deemed of interest to other administrators and would, if answered by enough educational leaders, add something toward the solution of a definite problem under the tenure law. At the end of these conferences, a questionnaire was drawn up consisting of twenty nine questions. These questions were checked several times after which they were presented to the adviser. At this conference it was decided to take the questionnaire before a class of approximately sixty administrators for discussion, suggestions, and possible constructive criticism.

The class of administrators made pertinent comments and suggestions which were later incorporated into the finished product as used in the study.<sup>1</sup> It was also agreed that a letter of explanation accompany the questionnaire. At this meeting it was further decided to whom the questionnaire should be sent. The following were designated.

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<sup>1</sup> Questionnaire, The questionnaire used in this study is presented as Appendix B. The letter of explanation is presented as Appendix A.

1. All city administrators in Ohio.
2. All exempted village administrators in Ohio.
3. All county superintendents in Ohio.
4. One out of every five county local executive school heads in Ohio.

The above procedure brings out the fact the writer did not construct his questionnaire as to a preconceived plan as to how the Ohio law was operating. On the contrary the author worked with an open mind and conducted extensive discussions with fellow colleagues in order to better interpret the results of the study.

In carrying forward the study, questionnaires were mailed as designated above to 113 city administrators, 86 exempted village administrators, 168 county local administrators and 88 county superintendents of the state. The rate of questionnaire return was as follows: city schools, 63; exempted village schools, 56; county superintendents, 27; and the local units returned 86. Closer observation reveals that the return from exempted villages was high with a percentage of 65.1, cities 55.6, local units 50.5 per cent and the county superintendents were low with a percentage of 30.6.

The following table shows the distribution and return of all questionnaires mailed.

TABLE III

SPECIFIC DATA CONCERNING DISTRIBUTION AND RETURN  
OF QUESTIONNAIRE

Type of School	Number Mailed	Number Returned	Percent Returned	Percent not Returned
1	2	3	4	5
City	113	63	55.6	45
Exempted Village	86	56	65.1	34.9
County Superintendents	88	27	30.6	69.4
County Local	168	86	50.5	49.5
Total	455	232	50.27	49.73

The above table shows the low return was made by the County superintendents. As a matter of explanation on the part of the low return made by county superintendents, it might be said that the low return was partly due to the questionnaire. Some of the information called for was not available in county offices. These county men showed interest, however, by volunteering all possible information at hand and returning some questionnaires

with explanations as to the best data available. Since the questionnaires were sent only to one out of every five Local Executive Heads, the information received from County Superintendents made local reports more valid.

It was of particular interest to the writer in making a study of the questionnaires to find that a large number of the administrators had volunteered comments pertaining to the Ohio law beyond answering the questions as covered by the survey. The writer believes that these comments would be of value to the reader of this study in as much as these particular comments deal with operations of some sections of the tenure law.

It is the belief of the writer that these comments further prove the interest and value to administrators of the study, especially since the comments were entirely voluntary. The majority of these show that problems are being faced under the law in some systems while in others the operations of the law are satisfactory. The following are voluntary comments as made by administrators on returned questionnaires:<sup>2</sup>

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<sup>2</sup>  
See Appendix B., of this Thesis for a Sample Copy of the Official Questionnaire used in the Study.



1. "I worked for the continuing contract law but feel that it isn't as satisfactory as it might be. The law penalized good school systems in order to protect teachers in the 'weak', districts. This protection stifles initiative and certainly does not increase professional interest or efficiency.
2. The law protects the weak teacher. It has resulted in dismissal of the average teacher on the verge of a continuing contract. The law has generally weakened the prestige and standards of teachers.
3. The greatest objection of the tenure law as it is now written seems to be the brief period of probation and the feeble requirements which the teacher must meet in order to secure it. However very few teachers will take the line of least resistance just because they are on tenure.
4. Good teachers do not need tenure; poor teachers should not have it.
5. The tenure law has created a negative reaction in our Board of Education.
6. I am opposed to the Continuing Contract law because of the political security it gives teachers.
  - (a) It encourages the enterprising teacher to coast.
  - (b) The law destroys the basic concept of merit.
  - (c) We cannot legislate into security.
7. At the outset of the law many boards were forced to freeze into continuing status teachers not deserving of a continuing contract.
8. Teachers become reluctant to continue graduate work under tenure.
9. Teachers are hesitant to help with additional jobs without pay since they are under tenure status.

10. Compulsory retirement at an early age might help the law.
11. The law protects the competent teacher.
12. The law protects the competent teacher from critical people. Only a small percentage of teachers deserve this criticism.
13. Generally speaking the tenure law has resulted in better mental health and attitude for approximately 90 per cent of all teachers. A greater sense of security produces a better corps spirit, and therefore better results are obtained.
14. The continuing contract law has made little if any, difference in our local school system.

Further value would be received by breaking down the voluntary comments into two categories namely: advantages and disadvantages, as listed by some Ohio administrators:

Disadvantages:

1. The law encourages the normally inefficient teacher to become more inefficient.
2. The enterprising teacher is encouraged to coast.
3. The law destroys the basic concept of merit.
4. The teacher ceases to grow under tenure.
5. The law causes an unusual large amount of dismissal of the teacher on the verge of a continuing contract.

6. The probationary period is much too short.
7. The law does not specify a definite retirement age.
8. The law retards the educational growth of teachers.
9. Teachers in some cases become less cooperative.
10. The teacher shortage has forced boards of education to give continuing contracts to teachers not deserving of continuing status.
11. Some teachers hesitate to help with additional jobs after being given continuing contract status.
12. The law stifles initiative.
13. The law makes it too complicated to dismiss an inefficient teacher.

Advantages:

1. The law is an assured protection to the worthy teachers.
2. Tenure protects teachers from political minded board members.
3. The law brings about a better selection of teachers.
4. Definite causes for dismissal are given.
5. Tenure adds to the prestige of the teacher in her community.
6. Better school spirit is created under the law.
7. The law protects the competent teacher against some over-critical people in the community.

8. The results of tenure are better mental health and attitude on the part of the teacher. Therefore better school results are obtained.

The above listing of advantages and disadvantages lends some validity to the point that Ohio administrators are doing some thinking about the tenure law, and are interested in some of its operational problems. Due to the fact that only a minority percentage of the administrators made comments, listed advantages and disadvantages of the law, makes it impossible to formulate conclusions based upon these comments.

### Specific Data Gathered In The Survey

#### 1. Causes of Dismissal.

The school systems of the grand total survey employ 19,072 teachers. Of this total, 8,761 hold continuing contracts under the Ohio law, or a percentage of 45.09. Only 1.9 per cent of the total teachers listed failed to gain continuing contract status as they became eligible. The reasons why eligible teachers were not given continuing contracts are given in Table IV in order of their frequency used.

TABLE IV

CAUSES AND FREQUENCY OF TEACHER DISMISSAL  
1941-1947

Causes 1	Frequency Used 2
Good and Just Causes	46
Inefficiency	18
Lack of Training	14
Lack of Cooperation	9
Insubordination	4
Immorality	1
Total	92

This table shows that only a small number of eligible teachers fail to receive continuing contract status. It is interesting to note that "good and just cause" is given most for teacher dismissal. Table XV, page 98, shows that 93.4 per cent of the boards of education reported in this study do not formulate a written list of good and just causes.

Since the continuing contract law provides for a probationary period, there seems to be a definite relationship between the number of teachers placed upon continuing contract status and the type of contracts previously awarded to teachers. We shall now present a discussion covering the types of contracts held by Ohio teachers as reported for 1946-1947.

2. Types of Contracts Held By Teachers Reported 1946-1947.

Out of 16,871 teachers reported, 7,509 hold limited contracts or a percentage of 44.5; while 2 per cent are serving as permanent substitutes. 9,026 or 53.5 per cent of the 16,871 teachers reported are under continuing contract status. In examining the following table it should be noted that the difference in the number of teachers reported as compared with the grand total is due to the fact that a number of administrators did not fill in this part of the questionnaire. In order to make this Table valid the calculations are made upon the basis of teachers reported in this particular part of the study.

TABLE V  
 CLASSIFICATION OF TEACHERS REPORTED ACCORDING  
 TO CONTRACTS HELD DURING  
 1946-1947

Contract	Number Holding	Percent
1	2	3
Continuing	9026	53.5
Limited	7509	44.5
Permanent Substitutes	336	2.
Total	16,871	100

The writer believes the facts established by breaking down the data of contract status into city, exempted village, county local, and county system categories would be of interest and value to the reader. These facts are therefore shown in the following tables covering the contract status of Ohio teachers reported.

TABLE VI  
 CLASSIFICATION OF CONTRACTS AS HELD BY CITY TEACHERS  
 1946-1947

Contract	Number Holding	Percent
1	2	3
Limited	2770	30.7
Continuing	6147	67.8
Permanent substitutes	294	1.5
Total	9211	100

A noted difference is shown between the contract status of city school systems and exempted village school systems. A much smaller number of teachers have gained continuing contract status in exempted village systems than city systems. A greater percentage also hold limited contracts in the exempted village systems. The above difference may be attributed to the difference of turnover in the different systems. A great number of teachers were frozen into their jobs at the inception of the law. Since cities had a low turnover many teachers were granted continuing contract status at the outset.

TABLE VII  
CLASSIFICATION OF CONTRACTS HELD BY EXEMPTED  
VILLAGE TEACHERS  
1946-1947

Contracts	Number Holding	Percent
1	2	3
Limited	920	51.9
Continuing	725	48
Permanent Substitutes	25	.1
Total	1770	100



The data gathered by the study further shows a greater percentage of limited contracts in county local units than in either city or exempted village systems. The continuing contract status is also approximately 10 per cent lower in the county local units as compared to exempted village systems, and 28 per cent lower than city systems.

The following tabulation of data shows the classification of contract status for county local systems.

TABLE VIII  
CLASSIFICATION OF COUNTY LOCAL CONTRACT STATUS  
1946-1947

Contract 1	Number Held 2	Percent 3
Limited	923	60.2
Continuing	609	39.8
Permanent Substitutes	0	0
Total	1532	100

The data reported by county superintendents show a further decline in continuing contracts plus an increase in limited contracts over all other systems reporting.

The following table presents specific data concerning county systems.

TABLE IX  
CLASSIFICATION OF TEACHERS' CONTRACTS AS REPORTED  
BY COUNTY SUPERINTENDENTS  
1946-1947

Contracts	Number Holding	Percent
1	2	3
Limited	2896	66.4
Continuing	1420	32.6
Permanent substitutes	42	1
Total	4358	100

The conclusion reached by the above table is that more teachers as reported are serving on continuing contract status than are working out their probationary periods. The tables further show the highest rate of continuing contract status exists in the cities with a percentage of 67.8. It might be said that a large number of these were frozen in under the law at its outset due to less teacher turnover in the cities prior to the contract law. The local units show the lowest percentage of continuing contracts which is definitely related to

teacher turnover in the smaller districts.

### 3. Relationship of Certification to Contract Status.

Since the continuing contract law requires that a teacher must hold a professional or permanent certificate before she is placed upon continuing contract status, a definite relationship is established between the number of teachers gaining continuing contract status with the types of certificates held by the teachers. Tabulations on certification show that 1,676 teachers, out of 12,232 reported, or 13.7 per cent, held temporary certificates, at the time the survey was conducted. 25 per cent held provisional certificates, 2,711, or 22.1 per cent were reported professionally certificated, and 4,785 or 39.2 per cent were working under permanent certification.

The validity of our point that a relationship exists between the types of certificates and continuing contract status is further established by comparing the continuing contract status of 53.5 per cent as given in Table V, page 88, with the percentage of 38.7 per cent temporary and provisional certification of teachers as given in Table X, page 93. The percentage of temporary and provisional certificates places a limit upon the continuing contracts issued to teachers.

In answering this part of the questionnaire, the

administrators reported 12,232 teachers. Therefore the following table is based upon the number of teachers reported.

TABLE X

TYPES OF CERTIFICATES HELD BY 12,232 OHIO TEACHERS AS LISTED BY OHIO ADMINISTRATORS  
1946-1947

Certificate	Number Holding	Percent
1	2	3
Temporary	1676	13.7
Provisional	3060	25
Professional	2711	22.1
Permanent	4785	39.2
Total	12,232	100

The data gathered by the study concerning certification is broken down as follows: city, exempted village, county local and county system reports. The data is presented in tabulated form in the following tables.

TABLE XI

CERTIFICATION OF CITY TEACHERS  
1946-1947

Certificate	Number Holding	Percent
1	2	3
Temporary	388	7.7
Provisional	1421	27.3
Professional	1171	22.5
Permanent	2208	42.5
Total	5188	100

The following conclusions are reached when comparisons are made between city and exempted village systems concerning certification.

1. The percentage of temporary certification is approximately equal.
2. Provisional certification is 7.1 per cent higher in the exempted village systems.
3. The cities lead in professional certification but fall behind by 2.5 per cent under permanent classification.

The following is a tabulation of specific data

covering exempted village systems.

TABLE XII  
 CERTIFICATION OF EXEMPTED VILLAGE TEACHERS  
 1946-1947

Certificate	Number Holding	Percent
1	2	3
Temporary	141	7.2
Provisional	557	31.4
Professional	277	16.4
Permanent	299	45
Total	1774	100

Further tabulation of the data shows the temporary certificates on the increase in county local units over the two preceding systems. The local units lead in professional certification but have a lower percentage of permanent certificated teachers. The table below presents the certification tabulations for county local units.

TABLE XIII  
 CERTIFICATION OF COUNTY LOCAL UNIT TEACHERS  
 1946-1947

Certificate	Number Holding	Percent
1	2	3
Temporary	198	12
Provisional	566	34
Professional	286	17.2
Permanent	613	36.8
Total	1663	100

A definite increase is shown for temporary certification over other systems as reported by county superintendents. Provisional certification is approximately equal. Professional certification shows a higher percentage as reported for county systems than reports show for county local and exempted village systems. The county system reports show a much lower percentage of permanent certification than any other systems.

Specific data tabulation covering county systems is presented in the following table.

TABLE XIV  
 CERTIFICATION OF COUNTY SYSTEM TEACHERS  
 REPORTED BY COUNTY SUPERINTENDENTS  
 1946-1947

Certificate	Number Holding	Percent
1	2	3
Temporary	949	19.6
Provisional	1516	31.6
Professional	977	20.4
Permanent	1365	28.4
Total	4805	100

4. Findings Relative to Board of Education Procedures.

The findings made by the study show that 64 per cent of the boards of education strictly follow the law in the employment of teachers. Even though a high percentage of boards follow the instructions of the law, it is further shown that some of the boards do so with reservations in certain cases. It is shown in the following table that boards of education follow more closely the part of the law dealing with continuing contracts. 90.4 per cent of the boards reporting



follow the law concerning continuing contract status.

The question is often asked do boards of education try to eliminate teachers already placed upon tenure? The following tabulations show that only 17.4 per cent of the boards have attempted to remove teachers already on continuing contract status. Only 86 teachers or 9 per cent of those reported were dismissed after having attained continuing contract status. The causes were previously presented in Table IV, page 86 of this study.

The tabulated total results covering the operations of boards of education under the tenure law are presented in the following table as reported by some Ohio Administrators.

TABLE XV  
OPERATIONS OF OHIO BOARDS OF EDUCATION UNDER THE  
CONTRACT LAW 1941-1947

Question	Yes	Per- cent	No	Per- cent	Per- cent Answer- ing Doubt- ful	Percent of Reser- vations
1	2	3	4	5	6	7
Do boards of education comply with the tenure law?	148	64	69	36	0	0

TABLE XV (Cont'd)

OPERATIONS OF OHIO BOARDS OF EDUCATION UNDER THE  
CONTRACT LAW 1941-1947

Question	Yes	Per- cent	No	Per- cent	Per- cent answer- ing Doubt- ful	Percent of Re- serva- tions
1	2	3	4	5	6	7
Do boards readily approve of the law?	82	94.2	85	50.8	22.7	50.2
Do boards refuse to give competent teachers continuing contracts?	19	9.6	209	90.4	0	0
Would board have granted one year instead of five year contract under law?	49	21.2	182	78.8	0	0
Have boards attempted to eliminate teachers on continuing contracts?	40	17.4	191	82.6	0	0
Do boards have written lists of good and just causes for dismissal?	15	6.6	217	93.4	0	0

TABLE XV (Cont'd)

OPERATIONS OF OHIO BOARDS OF EDUCATION UNDER THE  
CONTRACT LAW 1941-1947

Question	Yes	Per- cent	No	Per- cent	Per- cent answer- ing Doubt- ful	Per- cent of Reser- vations
1	2	3	4	5	6	7
Do boards dis- miss teachers on verge of continuing contract?	11	5	211	95	0	0

The interesting part of the above table is that it shows only 7 per cent of the boards of education reported as formulating written lists of "good and just causes" for dismissal of teachers. One Ohio administrator volunteers the comment, "if an instrument is to be used for teacher dismissal, the teacher should have the right to know what constitutes that instrument".

The following tabulations are presented to show the operations of the boards of education under the different systems. The table immediately following presents data covering the city systems as reported.

TABLE XVI

OPERATIONS OF CITY BOARDS OF EDUCATION UNDER THE  
CONTRACT LAW 1941-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Do boards of education comply with the tenure law?	40	75	12	25
Do boards readily approve the law?	18	40	25	60
Do boards of education refuse to give competent teachers continuing contracts?	3	5	59	95
Would your board have granted one year instead of five year contracts under the law?	9	16	49	84
Have boards of education attempted to eliminate teachers under continuing contracts?	7	11.2	56	88.8
Do boards of education dismiss teachers on verge of continuing contracts?	3	5	57	95

Several facts are established through comparison of the city and exempted village data covering operations of boards of education under the law. The facts established are:

1. City boards adhere more strictly to the law than do exempted village boards.
2. The exempted village systems show a greater approval of the law among boards of education.
3. The two systems are approximately equal in giving continuing contracts as teachers become eligible. Equality is also shown covering the awarding of one or five year contracts.
4. City boards of education lead in attempts to eliminate teachers already having been placed on continuing contract status.
5. Both systems agree on the questions of a written list of "good and just causes" for dismissal and the dismissal of teachers on the verge of continuing contract status.

The following table presents the data as reported for exempted village systems.

TABLE XVII

OPERATIONS OF EXEMPTED VILLAGE BOARDS OF EDUCATION UNDER  
THE CONTRACT LAW 1941-1947

Questions	Yes	Percent	No	Percent
1	2	3	4	5
Do boards of education comply with the tenure law?	36	67.9	17	32.1
Do boards of education readily approve of the law?	22	52.3	20	47.7
Do boards of education refuse to give competent teachers continuing contracts?	3	5.9	53	94.1
Would your board have granted one year instead of five year contracts under the law?	10	15.8	47	84.2
Have boards of education attempted to eliminate teachers under continuing contract?	14	24.6	43	75.4
Do boards of education have written lists of good and just causes for dismissal?	4	7.1	53	92.9
Do boards of education dismiss teachers on verge of continuing contract?	3	5.4	51	94.4

The question often arises as to the operations of the tenure law in the smaller districts compared with the larger districts. The data gathered shows that local unit opinion is in approximate agreement with the larger systems in all but three cases. These cover elimination of teachers already serving on continuing contracts, "written lists of good and just causes" for dismissal, and dismissal of teachers on verge of continuing contract status. In these three classifications the following tabulations will show some differences which should be of interest to the reader.

TABLE XVIII

OPERATIONS OF COUNTY LOCAL BOARDS OF EDUCATION UNDER THE  
TENURE LAW 1941-1947

Questions	Yes	Percent	No	Percent
1	2	3	4	5
Do boards of education comply with the tenure law?	45	61.5	28	38.5
Do boards of education readily approve of the law?	34	55.7	27	44.3
Do boards of education refuse to give competent teachers continuing contracts?	5	7.1	78	93.9
Would your board have granted one year instead of five year contracts under the law?	10	11.8	75	88.2

TABLE XVIII (Cont'd)

OPERATIONS OF COUNTY LOCAL BOARDS OF EDUCATION UNDER THE  
TENURE LAW 1941-1947

Questions	Yes	Percent	No	Percent
1	2	3	4	5
Have boards tried to eliminate teachers on continuing contract status?	5	6	79	94
Do boards have written lists of good and just causes for dismissal?	2	2.4	82	97.6
Do boards dismiss teachers on verge of continuing contracts?	2	2.4	80	97.6

It should be of interest and value to the reader to compare the marked contrast in percentages of opinion as given on one side by local administrators, and on the other side, the opinion as given by county superintendents, on the same question. The most important difference appears on the question of whether or not competent teachers are given continuing contracts and on the question asked covering one or five year contracts.

The following tabulation covers the reports as made by county superintendents.



TABLE XIX

OPERATIONS OF BOARDS OF EDUCATION AS REPORTED BY COUNTY  
SUPERINTENDENTS 1941-1947

Question 1	Yes 2	Percent 3	No 4	Percent 5
Do boards of education comply with the tenure law?	18	56.5	12	43.5
Do boards of education readily approve of the law?	8	38.1	13	61.9
Do boards of education refuse to give competent teachers continuing contracts?	8	26.7	19	70.3
Would your board have granted a one year contract instead of a five year under the law?	18	62.1	11	37.9
Have boards tried to eliminate teachers on continuing contract status?	9	32.2	19	67.8
Do boards have written lists of good and just causes for dismissal?	2	7.2	26	92.8
Do boards dismiss teachers on verge of continuing contracts?	3	11.7	23	88.3

5. Value of the Tenure Law.

A frequently forwarded question concerning the value

of the Tenure law is the following: To whom is the law of most value? The tabulated data in the following tables shows the teacher to be the chief benefactor under the law in the opinion of the administrators reporting. They also agree the law is of value to themselves and the school, but not to such a great degree as the protection given the teacher. These conclusions are based upon the opinions of the majority of school men reporting. The following table will show the further percentages as given by answers to the questionnaire. These may be of interest to the reader for further study.

TABLE XX  
VALUE DISTRIBUTION OF THE TENURE LAW  
1946-1947

Question	Yes	Per- cent	No	Per- cent	Percentage Answering Doubtful
1	2	3	4	5	6
Is the tenure law of value to the teacher?	172	80	43	20	0
Is the tenure law of value to the administrator?	85	36	95	41.1	22.9
Is the tenure law of value to the school?	83	61.4	52	38.6	0

In carrying forward the study concerning the value of the tenure law the writer believes it would be interesting and valuable to the reader if the data were set up under the categories of city, exempted village, county local and county systems. After checking the data covering the opinions of city administrators the fact is established that the law is by far the greatest value to the teacher. The opinion is about equally divided as to the value of the law to the school. The city administrators also place the least value as being that which is rendered to themselves. Tabulated data concerning these questions appear in the following table.

TABLE XXI

VALUE DISTRIBUTION OF THE TENURE LAW IN CITY DISTRICTS  
1946-1947

Question	Yes	Per- cent	No	Per- cent	Percent Answer- ing Doubtful
1	2	3	4	5	6
Is the contract law of value to the administrator?	15	23.4	31	48.5	28.1
Is the law of value to the teacher?	43	75.5	14	24.5	0
Is the law of any value to the school?	16	25.8	15	24.2	50

According to the tabulations under the exempted village returns it is established that the value of the law is approximately equal in exempted village systems to the value received by the city systems. It is shown that the greatest value is received by the teachers in both systems. The following table presents the specific data in tabulated form.

TABLE XXII

VALUE DISTRIBUTION OF THE TENURE LAW IN EXEMPTED VILLAGE DISTRICTS 1946-1947

Question	Yes	Per- cent	No	Per- cent	Percent Answer- ing Doubtful
1	2	3	4	5	6
Is the law of value to the administrator?	16	28.1	25	43.8	28.1
Is the law of value to the teacher?	41	75.4	12	24.6	0
Is the law of any value to the school?	17	28.8	15	25.5	45.7

The county local tabulations show a decided difference as to the opinion concerning the value of the law as compared with the city and exempted village administra-

tors. In the city and exempted village systems the tabulations show that the greater percentage of administrators do not realize too much value from the law. In the county local districts more value is gained for the administrator and school than in the city and exempted village systems. The three systems agree that the value of the law to the teacher is the greater. Specific data covering county local systems is presented in the following table.

TABLE XXIII

VALUE DISTRIBUTION OF THE TENURE LAW IN COUNTY LOCAL DISTRICTS 1946-1947

Question	Yes	Per- cent	No	Per- cent	Percent Answer- ing Doubtful
1	2	3	4	5	6
Is the law of value to the administrator?	36	38.7	30	32.2	29.1
Is the law of value to the teacher?	66	83.5	13	16.5	0
Is the law of value to the school?	36	44.4	16	19.8	35.8

The results of the county system tabulations show a close correlation with the percentages as given by the

county local systems. The data as presented in the table below shows that the law is also of more value to county systems in regard to value rendered administrators and the school systems than it is to the city and exempted village systems. Specific data covering the county systems is shown in the following table.

TABLE XXIV

VALUE DISTRIBUTION OF THE TENURE LAW IN COUNTY SCHOOL SYSTEMS 1946-1947

Questions	Yes	Per- cent	No	Per- cent	Percent Answer- ing Doubtful
1	2	3	4	5	6
Is the law of value to the administrator?	14	43.8	9	28.1	28.1
Is the law of value to the teacher?	22	84.6	4	15.4	0
Is the law of any value to the school?	14	48.3	6	20.6	31.1

6. Specific Data Concerning Teachers.

The opinions of Ohio school men as to whether or not the difficulty of dismissal causes the retention of poor teachers is about equally divided. A small majority

are of the opinion that the requirements under the law are too strict. It is argued further that procedures in court, in case a teacher demands a hearing, is detrimental to the school system.

The question often arises as to what teachers do to improve their standings after they have reached continuing contract status? The following table shows that 67 per cent of all teachers reported are not induced to forward their education due to having attained continuing contract status. The following tabulation is made on the basis of all teachers reported.

TABLE XXV

SPECIFIC DATA CONCERNING RETENTION OF POOR TEACHERS AND  
FORWARDING TEACHER EDUCATION UNDER THE LAW  
1946-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Does difficulty of dismissal cause retention of poor teachers?	107	48.6	113	51.4
Do continuing contracts induce teachers to forward their education?	76	33	155	67

Since the above table gives the data for all teachers reported, the writer feels it of value to further break down the data into categories covering city, exempted village, county local, and county school systems. The following table covering the city data shows that this type of system does have some trouble in dismissing teachers under the law. The data also shows that placing a teacher on continuing contract status does not in most cases induce her to continue her higher education. The opinion reported expresses the belief that this is one of the major weaknesses of the law. This opinion was also supported in voluntary comments made by city administrators in connection with the answering of questionnaires. Tabulation of data covering city districts is presented in the following table.

TABLE XXVI

SPECIFIC DATA CONCERNING RETENTION AND EDUCATION OF CITY  
TEACHERS 1941-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Does difficulty of dismissal cause retention of poor teachers?	38	64.4	22	36.6
Do continuing contracts induce teachers to forward their education?	17	27.8	44	72.2



City and exempted village systems are in agreement with the opinion that the placing of teachers on continuing contract status does not serve as an incentive for teachers to continue their higher education. Exempted villages do not face as great a problem due to difficulty of dismissal under the law as do cities. The opinion of exempted village administrators shows that it is approximately evenly divided as compared to a percentage of 63.4 of the city administrators who thought dismissal under the law was too difficult. Therefore, poor teachers were retained.

TABLE XXVII

SPECIFIC DATA CONCERNING RETENTION AND EDUCATION OF EXEMPTED VILLAGE TEACHERS 1941-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Does difficulty of dismissal cause retention of poor teachers?	29	54.7	24	45.3
Do continuing contracts induce teachers to forward their education?	15	30.7	36	69.3

The tabulations of the county local units show a wide difference of opinion as compared to city and exempted village systems in regard to the retention of

poor teachers due to difficulty of dismissal. A large majority of the county local men reporting do not consider this a cause for retention of incompetent and inefficient teachers. The three systems are in agreement on the question of continued education under contract status. The following tabulation of data covering county local systems will lend validity to the above conclusions.

TABLE XXVIII

SPECIFIC DATA CONCERNING RETENTION AND EDUCATION OF  
COUNTY LOCAL TEACHERS  
1941-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Does difficulty of dismissal cause retention of poor teachers?	25	31.6	54	68.4
Do continuing contracts induce teachers to forward their education?	32	40.3	45	59.7

The county systems show themselves in accord with the city and exempted village systems on the questions of difficulty of dismissal and incentive for continued education under the law. The following table shows that county system opinion is approximately equally divided as to the difficulty of dismissal under the law, with a

majority for less difficult dismissal. The county superintendents as a majority are of the opinion that teachers do not continue their higher education after gaining continuing contract status.

TABLE XXIX

SPECIFIC DATA CONCERNING RETENTION AND EDUCATION OF  
COUNTY SYSTEM TEACHERS 1941-1947

Questions	Yes	Percent	No	Percent
1	2	3	4	5
Does difficulty of dismissal cause retention of poor teachers?	15	53.6	13	46.4
Do continuing contracts induce teachers to forward their education?	7	28	18	72

7. Veteran Status Under the Law.

Two important questions arise during the discussion of the Ohio contract law. First, what is the status of the returning veteran under the law? Second, should the Ohio contract law allow credit for time spent in service, the same as is done under the retirement system of Ohio? These questions are answered in the following table covering data in regard to the returning veteran under the continuing contract law. The following tabulation is based upon total reports made by some Ohio

administrators.

TABLE XXX

SPECIFIC DATA CONCERNING VETERAN STATUS UNDER THE CONTRACT  
LAW 1946-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Are returning veterans given pre-service status under the tenure law?	211	99.4	4	.6
Should the contract law allow credit for time spent in service?	152	66.3	77	33.7

The above tabulations show the opinions of school men definitely on the side of the veteran in helping him re-establish himself in his former position as soon as he so desires, after returning from service. It is also agreed by the majority that the Ohio contract law should also allow for time spent in service the same as is done under the retirement system.

The data returned from city administrators shows the same trend of thought concerning these two important questions. The specific data gathered from city systems is presented in the following table.

TABLE XXXI

SPECIFIC DATA CONCERNING VETERAN STATUS IN CITY DISTRICTS  
1946-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Are returning veterans given pre-service status under the law?	61	96.8	2	3.2
Should the contract law allow credit for time spent in service?	46	73.1	17	26.9

The above table brings out two facts, first; the rate of veteran return is slightly lower in the city systems than the general percentage. Second, the opinion for allowance of service credit runs approximately 10 per cent higher than general opinion of all systems reporting.

In the exempted village systems the opinion reported by administrators is 100 per cent for pre-service status for veterans under the law. They also are favorable toward the question of allowing credit for service training under the Ohio contract law, the same as is done under the retirement law. The following

tabulation is presented for further study.

TABLE XXXII

SPECIFIC DATA CONCERNING VETERANS STATUS UNDER THE TENURE  
LAW IN EXEMPTED VILLAGE DISTRICTS  
1946-1947

Questions	Yes	Percent	No	Percent
1	2	3	4	5
Are returning veterans given pre-service status under the law?	55	100	0	0
Should the contract law allow for time spent in service?	30	54.5	25	45.5

The county local units are strongly in favor of a veteran being placed on pre-service status. There is a stronger sentiment among county local administrators in favor of allowing service credit under the contract law than is found in the exempted village systems. The following table presents the county local data as reported by some administrators.

TABLE XXXIII

SPECIFIC DATA CONCERNING VETERAN STATUS UNDER THE TENURE  
LAW IN COUNTY LOCAL SCHOOL SYSTEMS  
1946-1947

Question	Yes	Percent	No	Percent
1	2	3	4	5
Are returning veterans given pre-service status under the law?	66	97.1	2	2.9
Should the contract law allow for time spent in service?	55	68	27	32

The county superintendents reflect a unanimous opinion on the question of giving veterans pre-service status in their school systems, placing them on an equal basis with the exempted village systems. The county men also are favorable to allowing credit under the contract law for time spent in service. On this question they are approximately equal with city systems but show a slightly stronger favorable percentage than do exempted and local unit systems.

TABLE XXXIV

SPECIFIC DATA CONCERNING VETERAN STATUS IN COUNTY SCHOOL  
SYSTEMS 1946-1947

Question 1	Yes 2	Percent 3	No 4	Percent 5
Are returning veterans given pre-service status under the law?	29	100	0	0
Should the contract law allow for time spent in service?	21	72.5	8	27.5

As a conclusion to this chapter the writer wished to summarize the leading facts established by the study in the preceding discussions. A great amount of interest was shown in the study as proven by the return of 50.27 per cent of all questionnaires mailed. The additional comments made by the administrators also helped to establish facts and show their interests. To prove their interest and present their ideas these comments have been incorporated into the chapter.

The study established the fact that a definite relationship existed between limited and continuing contract status. A large number of teachers are prevented from attaining continuing contract status because they



fail to work out their probationary periods in the same district. The highest percentage of teachers serving on continuing contracts was found to exist in the city systems. In the county local school systems a much higher percentage of the teachers work under limited contracts than do teachers employed in city and exempted village systems.

The percentage of continuing contract status is also determined by the type of certificates held by teachers in a definite school system. Since the Ohio law requires a teacher to hold a professional or permanent certificate as a qualification for continuing contract status. The tabulations of data show that 38.7 per cent of all teachers are prevented from attaining continuing contract status due to holding temporary or provisional certificates. County local units show the lowest percentage of permanent certificates and the highest percentage of temporary certification of any systems reporting.

After tabulation of the data concerning the operations of boards of education under the law, the following conclusions were reached. The data shows 64 per cent of all boards as strictly following the law. Only 17.4 per cent of all the boards reporting have made any attempts

to eliminate teachers having attained continuing contract status. City boards of education lead in making attempts to remove teachers under the law. The cause given most frequently for dismissal was "good and just cause", therefore it is interesting to note that only 6.6 percent of the boards of education establish a written list of good and just causes for teacher dismissal.

The fact was established that the law is of most value to the teacher. It was considered of some value to the administrator and the school systems. The county local units receive the most value from the law in regard to administration and the school system.

The opinion concerning the dismissal of the incompetent Ohio teacher is equally divided among the administrators of all systems. 67 per cent agree that a continuing contract does not induce a teacher to continue her higher education or in-service training. This is considered one of the major weaknesses of the law. The county local units differ with the city and exempted village opinions on the question of difficulty of dismissal. In the cities 63.4 per cent are of the opinion that the law is difficult. The local units do not consider the difficulty of dismissal as a cause for retention of a poor teacher.

One of the most significant questions settled by the study is the one concerning the status of the returning veteran under the law. The veteran is returned to his former position almost without question as long as his efficiency enables him to handle the position. The study shows a percentage return of 99.4 to pre-service status. In addition to being agreed upon pre-service status the majority of administrators are also of the opinion that the Ohio continuing contract law should allow credit for time spent in service the same as is done by the Ohio retirement system.

## CHAPTER VII

### SUMMARIZATION

A marked change has taken place in recent years in the attitude of the American people toward the public schools. From the early history of our country people have believed in and supported public education. In recent years this interest has grown to a great degree as proven by the willingness of people to grant more and more money for the development of school systems and the improvement of teaching.

In former years the people thought it to be the problem of the members of boards of education to worry about the operation of their school systems. Today, people have changed to the degree that nearly everyone has a personal interest in education. These people show their interests by the support given schools through the voting of tax levies and bond issues for permanent improvements.

In one of our earlier chapters it was pointed out that a heavy teacher turnover is extremely costly, not only in money, but in the efficiency of the educational

system. Turnover lessens the effectiveness of the teacher in the school and the community. In many school systems there is a need for tenure and policies which will cause competent teachers to stay in service longer for the benefit of the children and the community.

This study has shown that tenure is spreading from state to state. States already having tenure laws are revamping them and bringing them up-to-date as rapidly as possible. In order to bring them up-to-date, certain fundamental provisions are being embodied in the laws. Among these are: requirements to attain permanent appointment, probationary periods, training requirements and experience. The experience should be gained during the probationary period. The laws should give definite procedures of dismissal and appeal to some higher authority than boards of education. It was also brought out that school administrators alone cannot keep continued efficiency in a school system. Thus, some form of teacher protection is found necessary, preferably based upon the civil service principle.

After finding there was a definite need for tenure, the National Education Association went on record as favoring teacher tenure. Since that time the National Education Association has worked continually on the problem of setting up sound principles, investigating

and maintaining the struggle for sound tenure laws. Aid has been rendered by the State Teachers Associations and the American Federation of Teachers. Through these efforts the leading educational states have all set up some type of tenure laws which are being changed as time requires.

Two states which have unique tenure laws are Pennsylvania and Michigan. The state of Pennsylvania does not require a probationary period before attaining tenure status. In the state of Michigan the law is optional to the different districts. In other states a general trend has been kept in regard to fundamental principles in establishing their tenure laws. Some states accepted the tenure idea readily while others were quite reluctant to do so. Therefore some laws caused extended struggles before their passage.

In Ohio the struggle for tenure began in 1919 and ended with the passage of the present law in 1941.

Some discussion has taken place previously in regard to the advantages or disadvantages of tenure which were brought up in the states where new legislation was up for passage before legislatures. The most important advantages of tenure are:

1. Prevents political control of the educational systems.

2. Permits teachers to teach without fear or favor.
3. Encourages competent teachers to remain in the schools.
4. Protects teachers in securing better education for the children.

**Disadvantages:**

1. Tenure laws serve to guarantee jobs to everyone whether competent or inefficient.
2. Dismissal is difficult; therefore, many inefficient teachers are retained.
3. Security tends to remove the incentive for professional improvement.

General Conclusions

The study has brought forward several very significant conclusions concerning the tenure law in Ohio. A great amount of interest was shown in the study by the return of 50.27 per cent of all the questionnaires mailed. The additional comments made by the administrators also established facts and proved their interest in the study.

The continuing contract law is accepted by the majority of educators reporting but in some cases reservations are included with the acceptance. The greater majority of the boards of education follow the instructions under the law, but do not readily approve of the law as it now stands. The data shows that 64 per cent of the

boards of education strictly follow the law. Only 17.4 per cent of the boards reporting have made any attempt to eliminate teachers already having attained continuing contract status. City boards lead in the number of attempts in trying to remove teachers from their positions under the law. The cause given most frequently for dismissal previously in this study was "good and just cause", therefore it is interesting to note that 93.4 per cent of the boards of education reporting have failed to establish a written list of "good and just cause", for dismissal.

The fact was established that the law is of most value to the teacher. It was considered of some value to the administrators and school systems. Through the establishment of good school systems the law would be of value to children and society as a whole. The county local units receive a greater percentage of value under the law in regard to administration and aid to school systems than do any other systems reporting.

The opinion concerning dismissal of the incompetent teacher is approximately equally divided among the school systems, with a small majority believing that the law is somewhat too difficult for dismissal. In this way the law protects poor teachers in their positions. This is considered as one of the major weaknesses of the law. The county local units do not consider this a difficult



problem as do the administrators in the cities and exempted village systems. For example, in the cities, 63.4 per cent are of the opinion that the law is too difficult in allowing dismissal of an inefficient teacher.

One of the more significant questions settled by the study is the one concerning the status of the returning veteran under the law. The returning veteran is given his former position almost without question. The only question being asked is; does his efficiency prove him capable of handling the position? The average restoration to pre-service status shows a percentage of 99.4. In addition to agreeing upon the question of pre-service status the administrators reporting are also of the opinion, that the Ohio continuing contract law should allow credit for time spent in service.

The greatest dissatisfaction among school men concerning the law is the failure of the law to set a definite retirement age to prevent inefficiency due to over age. It is the opinion of some school men that many teachers remain upon the job after having lost their efficiency due to age. The teachers wish to continue to teach in order that their monthly incomes will not be lowered as they are bound to be upon retirement. Pressure in this case has not been brought by school men due to the present shortage of teachers. This is definitely

to be a problem in the future.

It has been the opinion of some that boards of education would have re-employed teachers for one year but not for a period of five years as designated by the law. The study shows this to be true in only a few cases. 78.8 per cent of the boards of education have not dismissed teachers under this part of the law. This opinion may have been created by some boards of education who wished to dismiss a teacher and do it without trouble on their part.

The specific data concerning the contract status shows a definite relationship between the limited contract or probationary period to the attainment of continuing contract status. A large number of teachers are prevented from attaining continuing contract status due to their failure to work out their probationary periods. In this way the teacher remains on limited contract. Less teacher turnover in this case would tend to decrease limited contracts and increase continuing contracts. The highest percentage of teachers having attained continuing contract status is found to be in the city systems. The county local units have the lowest percentage in this respect.

It was also found that another important factor in determining continuing contract status was the type

of certificate held by the teachers of a school system. The Ohio law requires a teacher to hold a professional or permanent certificate in order to attain continuing contract status. The tabulations of data show that 38.7 per cent of all the teachers reported are prevented from attaining continuing contract status due to holding temporary or provisional certificates. The county local units show the lowest percentage of permanent certification, and the highest percentage of temporary certificates of any system reporting.

The general conclusion is that a competent teacher has nothing to worry about under the tenure law and the inefficient teacher does not deserve protection under the law. It is agreed that the law has been operating as intended with a few exceptions. The corrections of these exceptions will be covered in the following recommendations concerning the law.

#### Recommendations

A consideration of the pertinent opinions, arguments, statistics, and other data supplied in the study calls forth the following suggestions:

1. Establishment of a Retirement Age. A law should be so revised that teachers must retire at a definite age to prevent teachers from continuing to teach

long after they have become inefficient due to age. This age should be determined in relationship to the retirement age in the state.

2. Incentive for Teacher to Grow Educationally.

The law should be revised to provide for some definite incentive to induce the teacher to continue her higher education or in-service training after the teacher reaches continuing contract status. In this way the law would prevent teachers from becoming static in their position.

3. Written Lists of Good and Just Causes. It is further recommended the law be changed to force boards of education to set up written lists of good and just causes for teacher dismissal. This recommendation is supported by the fact that this was the leading cause given for dismissal of teachers even though 93.4 per cent of the boards of education failed to formulate a written list of causes.

4. Teacher Dismissal. In light of the fact that 48.6 per cent of the reporting administrators were of the opinion that difficulty of dismissal caused poor teachers to remain in their positions, recommendation is made that some further study be given this part of the law. It may be said on behalf of this part of the law that it does give an orderly procedure for teacher

dismissal. Since 51.6 per cent were favorable to the law a recommendation for change in this part of the law is not deemed necessary. However, it is recommended that administrators use all the probationary periods before placing a teacher on continuing contract status. In this way the necessity of further trouble with inefficient teachers under the law may be eliminated.

5. Credit for Time Spent in Service. It is recommended the Ohio continuing contract law should be amended to include allowance of credit for time spent in the armed forces, as is done under the Ohio retirement system.

6. Incentive for Teachers to Grow Educationally Before Reaching Continuing Contract Status. The law should be revised to induce teachers to improve their contract status. In this way a larger number of teachers may attain continuing contract status, and by so doing, decrease teacher turnover, and thus increase the efficiency of the school systems.

7. Further Studies Needed. It is the belief of the writer that studies should be made from time to time to determine the efficiency of operation under the continuing contract law as it stands. Further checks should be made as revisions are made in the law.

It is recognized that state legislatures are very

important factors to be considered in the revision of school laws. Therefore, a legislative plan should be developed in the state that would permit the adoption of the above recommended revisions of the tenure law, for the benefit of the teachers, schools, children and society in general.

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## SAMPLE COPY OF LETTER SENT TO ADMINISTRATORS

June 27, 1947

Fellow Administrators:

It seems that at times it becomes necessary for people in the same line of work to call upon some of their fellow workers for help.

I am making a Study of the Ohio Teacher Tenure Law and for this reason need your help. This study is being made under the direction of Dr. E. E. Lewis, of Ohio State University.

Reasons for the study is for my own as well as for the information of fellow administrators and it also partly satisfies the requirements of my work toward a higher Degree here at the University.

I know you are very busy lining up next years work, but would you please just check this Questionnaire and put it into the self-addressed, stamped envelope and return, as it is necessary for me to get this information as soon as possible.

All information as to your personal school system will be held confidential. Its the overall results in which we are interested. We are asking all City Supts, Exempted Village Supts, County Supts, and one out of every five County Administrators in Ohio to check this Questionnaire.

Please check this questionnaire and drop in the mail today. Thanks very much.

Sincerely yours,

Present Address:

56 W. Woodruff Ave.  
Columbus, Ohio

A. O. Gross  
Supt. of Schools  
Bettsville, Ohio

## SAMPLE COPY OF QUESTIONNAIRE USED IN STUDY

QUESTIONNAIRE ON THE TEACHER TENURE LAW

NAME OF  
SCHOOL SYSTEM \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_

ENROLLMENT OF  
SCHOOL \_\_\_\_\_ TYPE OF SCHOOL: EXEMPTED  
CITY \_\_\_\_\_  
VILLAGE \_\_\_\_\_  
COUNTY \_\_\_\_\_

- I. Number of Teachers in your School System \_\_\_\_\_
- II. Number of Teachers who hold Continuing Contracts \_\_\_\_\_
- III. Number who were eligible and were not given the Contract as they became eligible for a Continuing Contract..... \_\_\_\_\_
- IV. If any are listed above who were not given Continuing Contracts, Check reasons why:
1. Inefficiency..... \_\_\_\_\_
  2. Immorality..... \_\_\_\_\_
  3. Lack of cooperation..... \_\_\_\_\_
  4. Insubordination..... \_\_\_\_\_
  5. Teacher refused contract \_\_\_\_\_
  6. Other Reasons..... \_\_\_\_\_
  7. Lack of sufficient training \_\_\_\_\_
- V. Number teachers holding the following Contracts:
1. Limited Contracts..... \_\_\_\_\_
  2. Continuing Contracts \_\_\_\_\_
  3. Permanent Substitutes \_\_\_\_\_
- VI. How many teachers in your system hold the following Certificates:
1. Temporary..... \_\_\_\_\_
  2. Provisional..... \_\_\_\_\_
  3. Professional..... \_\_\_\_\_
  4. Permanent..... \_\_\_\_\_
- VII. Does your Board of Education strictly follow the suggestions under the Continuing Contract Law in regards to years of employment. (Example: 1-2-3-5 Continuing Contract)?.....Yes \_\_\_\_\_ No \_\_\_\_\_
- VIII. Does your Board of Education readily approve of the Continuing Contract law as it now operates?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Reservations \_\_\_\_\_  
Doubtful \_\_\_\_\_
- IX. Is the Continuing Contract Law of value to you as an Administrator? .....Yes \_\_\_\_\_ No \_\_\_\_\_  
Doubtful \_\_\_\_\_



- XX. How many teachers holding Continuing Contracts have been transferred to lesser positions, if any?.....\_\_\_\_\_
- XXI. Has your Board set forth a written list of regulations which they give as reasonable and just cause for dismissal?.....Yes \_\_\_ No \_\_\_  
If, yes, what are the regulations? 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_
- XXII. Does the seeming difficulty of dismissing teachers result in the retention of many who are inefficient and Incompetent?.....Yes \_\_\_ No \_\_\_
- XXIII. Does your Board of Education give its limit of probationary periods and then dismiss the teacher for the simple reason that they do not wish to issue Continuing Contracts?.....Yes \_\_\_ No \_\_\_  
If so, in how many cases has this been done? \_\_\_\_\_
- XXIV. Reasons for dismissal after a Continuing Contract issued to them.....1. \_\_\_\_\_  
2. \_\_\_\_\_
- XXV. Are returning veterans given same contract status they held in the school system before they joined the service?.....Yes \_\_\_ No \_\_\_  
If answer is, no, list reasons: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_
- XXVI. Under the Retirement System of Ohio a veteran is allowed credit for time spent in service. Do you think the Continuing Contract law should allow the same status?.....Yes \_\_\_ No \_\_\_

REMARKS: