



# EMPLOYEE RIGHTS

*A Summary of  
Arizona Law*

*[aeahelpdesk.org](http://aeahelpdesk.org)*



Arizona  
Education  
Association



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## Introduction

Arizona teachers often have questions about their employment rights. Many teachers come to Arizona from other states and assume that they have the same employment rights they had in their home states. That is a false assumption. Each state has its own laws regarding teachers, and those laws vary greatly. Information about teacher rights in other states may not apply in Arizona.

This booklet contains the questions most frequently asked by teachers and brief answers according to Arizona law. Each answer summarizes a law or laws found in Title 15 of the Arizona Revised Statutes (A.R.S.). Laws are often complex, and the summaries in this booklet cannot list every detail and exception in each cited law. You can review a specific law by asking your local association representative, [aeahelpdesk.org](http://aeahelpdesk.org) or your AEA Organizational Consultant. Many school district offices and all AEA Organizational Consultants have copies of these laws. You can also search online for Arizona statutes at [www.azleg.gov](http://www.azleg.gov).

For more information and assistance, contact your local association, AEA Organizational Consultant or [aeahelpdesk.org](http://aeahelpdesk.org).

For over 100 years, the Arizona Education Association has been committed to helping Arizona educators. This booklet is part of that continuing effort.



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## Looking for Rights

### Where should Arizona teachers look to determine their employment rights?

Most employment rights of Arizona teachers are found in individual contracts, district policies, and district agreements with local associations. These contracts, policies, and agreements vary greatly from district to district.

Some districts distribute this information to teachers in an employee handbook or consensus agreement. Other districts keep district policies and agreements in administrative offices or libraries. This information is public and should be available upon request. *Please Note* that teachers are expected to follow district policies, whether or not they have received a copy of them.

Some state and federal laws provide rights to many employees, not just teachers. For example, federal laws require most employers to provide reasonable accommodation to qualified disabled individuals (Americans with Disabilities Act) and provide up to 12 weeks of unpaid leave for personal and family illnesses (Family and Medical Leave Act). This booklet does not summarize these laws that apply to broad groups of employees.

However, some Arizona laws only apply to teachers employed by public school districts. These laws primarily are found in Title 15, Chapter 5, of the Arizona Revised Statutes (A.R.S.). This booklet summarizes many of the laws that apply only to Arizona public school teachers. Another resource is the *Arizona Revised Statutes Reference Guide*, which is available from AEA staff.

Teachers seeking answers to employment questions generally should seek answers in:

1. Their contracts, district policies, and district agreements with their local association;
2. The specific Arizona laws for teachers that are summarized in this booklet; and
3. General state and federal laws that apply to many employees.

For assistance and information, teachers should contact their local association representatives, *aeahelpdesk.org*, and AEA Organizational Consultants.

### How can teachers find district policies?

If your district uses Arizona School Boards Association (ASBA) policies, then you may be able to read those policies on the ASBA website, *www.azsba.org*. Choose your school district from the list. Section G contains most of the personnel policies. The district's policies and regulations also may be on the district's Web page, usually under the "Governing Board" section.

## How can teachers find Arizona statutes on the Web?

Go to [www.azleg.gov](http://www.azleg.gov); click on Legislative Council and then click on “Arizona Revised Statutes.”

## Continuing Status and Probationary Status

### Who are “continuing” teachers?

Teachers employed by a school district for the major portion of more than three years, who have not been rated as ineffective, have “continuing status” (Arizona’s version of tenure), and all other teachers have “probationary” status. These terms describe the legal rights of these two different types of teachers. “Continuing”

Teachers are teachers who meet all of the following requirements:

1. Hold a certificate from the Arizona Board of Education;
2. Are employed under contract in a school district;
3. Are employed in a position which requires certification (excluding psychologists and administrators unless they teach at least 50% of their time);
4. Have been employed full-time in the same school district for the major portion of 3 consecutive years (employed for a full school day or full class load for 51% of the school days);
5. Have completed the third consecutive school year without receiving a notice of intent not to re-employ. See A.R.S. § 15-501; *and*
6. Have *not* been rated “ineffective” for the previous school year. See A.R.S. § 15-538.01(C) and (D).

### Who are “probationary” teachers?

“Probationary” Teachers:

1. Hold a certificate from the Arizona Board of Education;
2. Are employed under contract in a school district;
3. Are employed in a position which requires certification (excluding psychologists and administrators unless they teach at least 50% of their time); and
4. Have been employed by the school district for less than 3 consecutive school years or have been employed on a part-time basis (less than a full class load for 51% of the school days); or
5. Were designated as an ineffective teacher on a performance evaluation in the previous school year. See A.R.S. §§ 15-538.01(C) and 15-536(D).



### **Are substitute teachers “probationary” teachers?**

No. Substitute teachers work on a day-to-day basis without a contract and have no legal rights to continued employment. In contrast, probationary teachers work under contract, usually for a full school year.

### **Can part-time teachers earn continuing status?**

Though most part-time teachers do not earn continuing status, a few part-time teachers can earn continuing status by working a full school day or having a full class load for 51% of the school days for 3 consecutive years. For example, teachers who work full days on Mondays, Wednesdays, and Fridays for over 3 consecutive years will earn tenure, but teachers who work less than a full school day for 10 years will not earn continuing status. See A.R.S. § 15-501(3), (6).

### **Can teachers retain their continuing status if they work part-time or take a leave of absence?**

After obtaining continuing status, teachers may teach part-time without losing their continuing status. They must work at least 40% of the school day or have 40% of the normal class load. See A.R.S. § 15-502(D).

Teachers also retain their continuing status after they return from a leave or sabbatical granted by their school district governing board. School district governing boards can grant teachers a leave of absence or sabbatical for up to one year. See A.R.S. § 15-510.

### **Can teachers at charter schools earn continuing status?**

No. Charter schools are exempt from the Arizona laws that provide for continuing status teacher protections. See A.R.S. § 15-183(E)(5). The answers in this booklet do not apply to teachers at charter schools. Charter school teachers have the employment rights described in their contracts or in the school’s policies, employee handbooks, and charter. Some charter school teachers have contract rights similar to probationary or tenured teachers. Many charter school teachers, however, have minimal employment rights and can be fired “at-will,” without reason or notice.

However, if your district school becomes a charter school, then the law is not clear about what statutory rights apply to district employees teaching at district-run charters. If this applies to you, please submit your inquiry to [aeahelpdesk.org](http://aeahelpdesk.org).

### **Can administrators and psychologists earn continuing status?**

No. Administrators and psychologists are not continuing unless they devote at least 50% of their time to teaching. School district governing boards can nonrenew the contracts of administrators and psychologists by giving them a nonrenewal notice on or before April 15 of the last year of their contracts. Superintendents can receive



contracts for up to three years in duration. Three year contracts are only available to principals in the two highest performance categories based on the school district incentives. Multiyear contracts for superintendents and principals will not be extended or negotiated until May of the year preceding the final year of the contract. See A.R.S. §§ 15-501(2), 15-502(A), 15-503(B), 15-503(D).

### **Can continuing status teachers be transferred to another school?**

Yes, but there may be limits on transfers. For example, any school district policy concerning teacher transfer from one school to another school within a school district must consider the current distribution of teachers across all the performance classifications and the needs of the students in the school district. See A.R.S. § 15-537(K).

Also, a continuing teacher rated in the lowest performance classification for two consecutive school years cannot be transferred to another school in that school district unless the school district has done all of the following:

1. Issued a notice of inadequacy of classroom performance (PNICP);
2. Approved a performance improvement plan for the teacher; and
3. The governing board has approved the new placement as in the best interests of the school's students.

A teacher can only be transferred once pursuant to this section. See A.R.S. § 15-537(E).

## **Contracts**

### **When are teacher contracts offered?**

The law used to have specific dates to offer contracts, but since November 24, 2009, there are no statutory deadlines for issuing contracts. Some school district policies may establish deadlines, so check your district's policies and agreements. Unless there is a policy or agreement saying otherwise, districts must offer written contracts for the following year to all probationary and continuing teachers, unless:

1. The probationary teachers have received a notice of intent not to reemploy (nonrenewal notice);
2. The continuing teachers have received a notice of intent to dismiss (dismissal notice); or
3. The teachers have received notice of a reduction in personnel (RIF).

See A.R.S. §§ 15-536(A), 15-538.01, 15-544.



### How can teachers accept contracts?

Within 15 business days from receipt of the written contract, teachers accept a contract from a school district by either:

1. Signing and returning it within 15 business days; or
2. Sending a written letter accepting the terms of the contract to the governing board.

Receipt occurs when the contract is personally delivered, placed in the teacher’s school-provided mailbox (including electronic mail), or 2 days after mailing. See A.R.S. § 15-536(A); A.R.S. § 15-538.01(B).

If teachers do not accept within 15 business days, the district has no obligation to employ them. If teachers add terms to the written contract, then they have not accepted the contract, and the district has no obligation to honor the amended contract. See A.R.S. §§ 15-536, 15-538.01.

### Remember

Once teachers sign a contract, they are obligated to fulfill the contract unless the governing board approves a resignation. Resigning without governing board approval is unprofessional and the penalty can be up to revocation of your certificate. See A.R.S. §§ 15-545.

### How long are teacher contracts?

Teacher contracts are for one year. Teachers may receive multiyear contracts for up to three years in duration, as an incentive for obtaining the highest performance classification. However, if offered a multiyear contract, the teacher may accept a multiyear contract offer or decline and accept a one year contract. See A.R.S. §15-537(C)(1).

## Performance Evaluations

### What are the four performance categories?

Teachers and principals are classified as “highly effective,” “effective,” “developing,” and “ineffective” based on their evaluations. See A.R.S. §§ 15-537(A).

### How often must teachers be evaluated?

All teachers must be evaluated annually. An evaluation consists of at least two actual classroom observations of complete and uninterrupted lessons. There must be at least 60 calendar days between the first and last observation. Within 10 business days after each observation, the teacher’s qualified evaluator shall provide written feedback to the evaluated teacher. See A.R.S. § 15-537(F). Districts can waive the second observation for effective or highly effective teachers with continuing status, but they do not have to do so.

## Who can evaluate teachers?

Only qualified evaluators can evaluate teachers. A “qualified evaluator” is a school principal or other person who is trained to evaluate teachers and who is designated by the governing board to evaluate the school district’s certificated teachers. See A.R.S. § 15-501(8).

## What are the requirements for a school district’s teacher performance evaluation system?

The school district governing board must adopt a system for evaluating teacher performance. See A.R.S. § 15-537. Arizona law requires that the governing board involve its certificated teachers in the development and periodic evaluation of the teacher performance system. The nature of the teachers’ involvement is not specified. The teacher performance evaluation system must include the following:

1. At least two actual classroom observations, at least 60 calendar days apart, of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by the qualified evaluator. The governing board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance for the current school year is in one of the two highest performance classifications, unless the teacher requests a second observation;
2. Specific and reasonable plans for the teacher’s improvement;
3. Training requirements for qualified evaluators;
4. A plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers;
5. Appeal procedures if the evaluation is used as a factor in establishing compensation;
6. Incentives for teachers:
  - a. In the highest performance classification, which may include multiyear contracts not to exceed three years, and
  - b. In the two highest performance classifications working at schools graded “D” or “F.”
7. The results of the annual evaluation must be provided in writing or electronically, and given to the teacher within 5 days after the evaluation. Teachers can submit a written response or rebuttal to the evaluation. See A.R.S. § 15-537(F), (H);
8. Protections for teachers:
  - a. Transferred to D or F schools, and
  - b. Whose principal is designated as ineffective;
9. The policies shall also describe:
  - a. Performance improvement plans for teachers designated in the lowest performance classification, and



- b. Dismissal or nonrenewal procedures for teachers no later than the second consecutive year that the teacher is designated in one of the two lowest performance classifications (developing and ineffective), *unless* the teacher is in the first two years of employment with the school district or has been reassigned to teach a new subject or grade level for the preceding or current school year.

### **What happens if a teacher receives a poor evaluation?**

If areas of improvement are noted in an evaluation, then the qualified evaluator or another “board designee” (usually a principal or other administrator) must:

1. Confer with the teacher to make specific recommendations about areas of improvement;
2. Provide professional development opportunities for the teacher to improve performance; and
3. Follow up after a reasonable period to ascertain whether the teacher is demonstrating adequate performance. **See** A.R.S. § 15-537(I).

### **What can teachers do if they receive an inaccurate evaluation?**

Teachers can and should write a response or rebuttal to an inaccurate evaluation. **See** A.R.S. § 15-537(H). The rebuttal should be concise, factual, and well-written. An AEA member should ask their local association or an AEA Organizational Consultant to review the rebuttal before it is submitted, as they often have additional suggestions and materials to help teachers respond to poor or inaccurate evaluations.

In most districts, teachers may grieve errors in the evaluation’s procedure but cannot grieve or appeal the evaluation’s substance, unless there is a district policy saying otherwise. However, teachers can appeal an evaluation if it is used to determine compensation. Teachers should check their district’s policies or contact their local association or an AEA Organizational Consultant and review district policies to determine their rights to appeal or grieve an unfair evaluation.

If the evaluation is vague or difficult to understand, a teacher should ask the qualified evaluator for clarification and request the specific criteria that will be used to measure satisfactory performance. In extreme situations leading towards nonrenewal or dismissal, teachers should consider requesting an independent qualified evaluator instead of or in addition to the designated qualified evaluator. A local association representative or the AEA Organizational Consultant can help teachers with these problems. Another resource is the booklet *Evaluation Issues*, which is available from AEA staff.

If you don’t know the contact information for your Local Association or Organizational Consultant, please go to [aeahelpdesk.org](http://aeahelpdesk.org).

## Who can see my evaluation?

Evaluations and performance classifications are private and not releasable except to:

1. The evaluated teacher;
2. Authorized district employees for personnel issues; or
3. School districts and charter schools interested in employing an evaluated teacher.

(A school district or charter school must use this information only for employment purposes and cannot release the information.) See A.R.S. § 15-537(J).

## Minor Discipline

### What procedures govern minor disciplinary actions against teachers?

The governing board adopts policies and procedures for minor disciplinary actions against teachers, including suspensions without pay lasting no more than 10 days. The policies and procedures may vary from district to district, but must include notice, hearing, and appeal provisions. See A.R.S. § 15-341(A)(21). The superintendent or assistant superintendent is often the final hearing officer for discipline up to a 10-day suspension. A local association representative or an AEA Organizational Consultant can assist teachers with minor disciplinary problems.

If you don't know the contact information for your Local Association or Organizational Consultant, please go to [aeahelpdesk.org](http://aeahelpdesk.org).

## Dismissals, Nonrenewals, and Suspensions Beyond 10 Days

### How can teachers be fired for inadequate performance?

A district must observe the teacher for at least one uninterrupted lesson. If the performance meets the district's definition of inadequacy, the governing board or its representative must give teachers a written preliminary notice of inadequacy of classroom performance (PNICP). The PNICP must specify the nature of the inadequacies with such particularity so that the teacher has an opportunity to correct the deficiencies and "maintain adequate classroom performance." See A.R.S. § 15-536(B) and 15-538(A).

When the district issues the PNICP, the district must also provide the teacher with a 45-instructional-day performance improvement plan that was designed to help the teacher correct inadequacies and demonstrate adequate classroom performance. See A.R.S. § 15-538(A). At the conclusion of the plan, the district must again observe the teacher for at least one complete and uninterrupted lesson.



If after that observation the performance is still inadequate, then the district can do one of the following:

1. Issue a Notice of Nonrenewal of contract to a probationary teacher for the following school year:
  - a. In this case, probationary teachers who receive a nonrenewal notice will have jobs until the end of the school year, but will not receive contracts for the following school year. The governing board must vote to issue the nonrenewal notices, which must be personally delivered to the teacher or sent by registered or certified mail.
  - b. Probationary teachers do not have the right to a hearing to object to a nonrenewal. **See** A.R.S. § 15-536(C).
2. Issue a Notice of Dismissal to a continuing status teacher at anytime or to a probationary teacher, if the dismissal is mid-year:
  - a. In these cases, if, after the improvement period, the teacher fails to “demonstrate adequate classroom performance,” then the superintendent can present to the governing board a statement of charges alleging inadequacy of classroom performance. The governing board votes on whether to issue a notice of intent to dismiss at the expiration of 10 days after the notice is served on the teacher. The teacher may appeal and request a hearing within the 10-day period after being served the notice. **See** A.R.S. §§ 15-539, 15-541.
  - b. For probationary teachers, districts usually issue notices of nonrenewal for the next year, but if the district issues a mid-year **dismissal** to a probationary teacher, then that probationary teacher has similar hearing and procedural rights as provided to all dismissed continuing teachers.
3. Revert a teacher’s continuing status to probationary status:
  - a. A continuing teacher who has been designated after an evaluation to be in the lowest performance classification for the current school year shall become a probationary teacher as defined in A.R.S. § 15-536 for the subsequent school year.
  - b. That teacher shall remain a probationary teacher until that teacher’s performance classification is designated in either of the two highest performance classifications. **See** A.R.S. §§ 15-536(D) and 15-538.01(C).

Any teacher given a PNICP should immediately contact his/her local association or [aeahelpdesk.org](http://aeahelpdesk.org) for assistance. *Please Note:* a school district cannot issue either a notice of the governing board’s intention to dismiss or a notice not to reemploy for inadequacy of classroom performance until the district has completed an observation at the conclusion of a 45-instructional-day performance improvement plan that was designed to help the teacher correct inadequacies and demonstrate adequate classroom performance. **See** A.R.S. § 15-538(A).

### **What constitutes inadequacy of classroom performance?**

It is sometimes difficult to determine what conduct constitutes “classroom performance,” requiring notice and an opportunity to improve. The Arizona Supreme Court has decided that “classroom performance...does not define the place where the activity occurs, but instead includes those factors which pertain to teaching ability, technique, and effectiveness. It encompasses the broad scope of a teacher’s professional activities that enhance or detract from the instructional process.” *Wheeler v. Yuma Sch. Dist. No. One*, 156 Ariz. 102, 107, 750 P.2d 860, 865 (1988). The Arizona Supreme Court concluded that communication skills with parents are part of “classroom performance.”

Each governing board, in consultation with its certificated teachers, must adopt a definition of “inadequacy of classroom performance” that aligns with the four performance classifications. Consultation with teachers may occur by holding a public hearing, by forming an advisory committee, or by giving teachers an opportunity to respond to a proposed definition. See A.R.S. § 15-538(C).

Various measures of inadequacy exist across districts. In some districts, one “unsatisfactory” mark constitutes inadequacy. In others, two “needs improvement” marks constitute inadequacy. In other districts, inadequacy requires “below minimum standard” marks in three areas. Refer to your district’s evaluation policy for the applicable definition. The district’s definition of inadequacy must be met in order to dismiss a teacher or nonrenew a teacher’s contract for inadequacy of classroom performance.

### **How can a district nonrenew the contracts of probationary teachers for reasons other than inadequate classroom performance?**

A governing board can issue a notice of intent not to reemploy (a nonrenewal notice) to probationary teachers. This nonrenewal notice must be personally delivered or sent by registered or certified mail. The nonrenewal notice must incorporate a statement of reasons for the nonrenewal, but districts have broad discretion in determining the reasons. See A.R.S. § 15-536. There is no statutory deadline for sending a nonrenewal notice. Some school district policies may provide a deadline.

Some probationary teachers’ contracts are not renewed due to serious misconduct. Many probationary teachers’ contracts, however, are not renewed because the teachers simply do not “fit” in particular schools or districts. These probationary teachers often achieve success elsewhere the following year, once they find a setting more suited to their qualifications, personality, or educational philosophy.

Probationary teachers are not entitled to a hearing to contest their contract nonrenewal. Teachers who receive a nonrenewal notice remain employed until the end of the school year, but they do not receive a contract for the following school year.



Occasionally, districts seek to fire probationary teachers mid-year, during their contract periods. For these mid-year dismissals, districts must use similar procedures that apply to continuing teacher dismissals. Typically, the governing board votes to issue a notice of intent to dismiss 10 days after the date of service of its notice. The teachers may appeal and must request in writing a hearing within those 10 days. Teachers who request a hearing will remain employed until completion of the hearing process. See A.R.S. § 15-539 (F).

### **Can a district nonrenew the contracts of continuing teachers?**

No. Notices of intent not to re-employ (nonrenewal notices) apply only to probationary teachers.

### **When do teachers have the right to a formal hearing and decision by the governing board?**

Continuing teachers may request a formal hearing and a decision by the governing board for dismissals and suspensions longer than 10 school days. See A.R.S. § 15-541.

Probationary teachers only have the right to request a formal hearing and a decision by the governing board when a district seeks to suspend them for more than 10 school days or dismiss during the school year contract term. See A.R.S. § 15-539. Probationary teachers have no statutory right to a hearing to contest a nonrenewal notice that denies a contract for the following school year.

Each district adopts its own procedures for minor disciplinary matters. Usually these procedures include informal hearings, without the governing board's involvement.

### **What procedures govern teacher dismissals and suspensions beyond 10 days?**

Arizona law specifies the procedures applying to teacher dismissals and suspensions lasting longer than 10 school days. These procedures apply to both continuing and probationary teachers during the school year contract period.

Prior to dismissal or suspension lasting longer than 10 days, the superintendent must present a statement of charges to the governing board for approval. The charges must allege good and just cause for the dismissal or suspension. Usually, the charges involve unprofessional conduct, violations of district rules or policies, or inadequacy of classroom performance.

The statement of charges must specify the relevant facts for each allegation so the teacher can prepare a defense. The statement of charges must also list the laws or district policies that the teacher has allegedly violated. See A.R.S. § 15-539(D).

After reviewing the statement of charges, the governing board almost always votes to issue a notice of intent to dismiss or to suspend, effective 10 days after the notice's date of service. Teachers may appeal the board's decision by submitting a



written request for a hearing within 10 days after the notice's service. Dismissals and suspensions lasting longer than 10 school days do not become effective until the hearing is completed and the board has voted to dismiss or suspend. Teachers continue to be paid until completion of the hearing. See A.R.S. § 15-539(F). Districts often place teachers on paid administrative leave pending the final decision. See A.R.S. § 15-540.

The hearing must be held 15 to 30 days after the teacher requests it, unless the parties agree to another date. Teachers must receive at least 3 days advance notice of the hearing date. See A.R.S. § 15-541(A).

The governing board can hold the hearing, or it can designate a hearing officer to preside, hear the evidence, and make a recommendation. If the governing board appoints a hearing officer, the parties must agree on the hearing officer. If they cannot agree, then the governing board may select a hearing officer from a panel provided by the Arizona Department of Education or the American Arbitration Association. The hearing officer must make a recommendation to the governing board within 10 days after the hearing. Parties may object to the hearing officer's findings, and present oral and written arguments to the governing board. See A.R.S. § 15-541(A).

At the hearing, the district must present evidence to support each alleged charge. Attorneys can represent teachers at the hearings. The teachers (usually through their attorneys) can cross-examine the district's witnesses and can also present their own witnesses, evidence, and statements to refute each of the district's allegations.

The governing board, whether or not a hearing officer was appointed, makes the final decision. The governing board must determine "whether there existed good and just cause for the notice of dismissal or suspension." See A.R.S. § 15-541(A). The governing board must render its decision within 10 days after the hearing officer submits his/her recommendation or, if the governing board holds the hearing, within 10 days of completing the hearing.

### **Can teachers appeal the governing board's decision in a dismissal hearing?**

Yes, but it is very difficult to succeed. Teachers can appeal the governing board's decision to superior court within 30 days of the decision date. See A.R.S. § 15-543(A). The court does not provide a new trial for the teacher. Instead, the court looks at the dismissal hearing record and determines whether the governing board abused its discretion or acted in an arbitrary or capricious (unreasonable) manner. This is a very high standard to overcome because the court gives great deference to the governing board. Typically, the teacher must convince the court that no credible evidence supported the governing board's decision or that there were significant procedural errors that deprived the teacher of a fair hearing.



## Who can see teacher discipline records?

All public employee discipline is a public record. Thus, anyone can request to see the discipline records for any Arizona public employee.

## Resignation

### Should teachers resign if they are facing nonrenewal, suspension, or dismissal?

Many teachers choose to resign and seek more pleasant working situations rather than stay where they are having problems. Other teachers fight to prove their innocence. Before resigning, teachers should ask their local association representative, [aeahelpdesk.org](http://aeahelpdesk.org), or an AEA Organizational Consultant for advice. Review the booklet *Resigning: Frequently Asked Questions* which is available from AEA staff. At times, AEA can also help negotiate a resignation or refer members for a legal consultation.

Although teachers can always opt to resign effective at the school year's end, it is unprofessional conduct for contracted teachers to resign mid-year without governing board approval. Mid-year resignations without board approval may result in a report to the Arizona Department of Education for investigation and possible serious disciplinary action including suspension or revocation of a teacher's certificate. See A.R.S. § 15-545.

## Salary or Staff Reductions

### Can a district reduce teachers' salaries or eliminate positions?

Yes. A governing board may reduce salaries or eliminate teachers in a school district "in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of the schools." See A.R.S. § 15-544 (A).

Arizona law prohibits school districts from adopting Reduction in Force (RIF) policies based on teacher seniority or continuing status. See A.R.S. § 15-502 (H). Arizona law provides no recall rights for RIFFed teachers. Some districts provide recall rights by contract, policy, or practice.



## A Final Note

For more information and assistance, contact your local association, [aeahelpdesk.org](http://aeahelpdesk.org), or your AEA Organizational Consultant.

**[aeahelpdesk.org](http://aeahelpdesk.org)**  
**(877) 828-1983**



This brochure is a general guide for AEA members and is not intended to provide complete information or legal advice on specific problems. Changes in laws and cases may modify the information provided. To find Arizona statutes on the Internet, go to [www.azleg.gov](http://www.azleg.gov).



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