
RECENT CASES

CONSTITUTIONAL LAW — CONTRACT CLAUSE — NORTH CAROLINA SUPERIOR COURT HOLDS THAT LAW ELIMINATING TEACHER TENURE VIOLATES TENURED TEACHERS' CONSTITUTIONALLY PROTECTED CONTRACTUAL RIGHTS. — *North Carolina Ass'n of Educators, Inc. v. State*, No. 13 CVS 16240, 2014 WL 4952101 (N.C. Super. Ct. June 5, 2014).

Teacher tenure has had a long¹ and often controversial² history in this country. Most states provide for some form of protection against the summary dismissal of public school teachers, although the nature and eligibility requirements of this protection vary widely.³ In the past several years, antitenure advocates have turned to both litigation and legislation in an effort to undermine tenure.⁴ Recently, however, in *North Carolina Ass'n of Educators, Inc. v. State*,⁵ a North Carolina Superior Court held that a state law that would have stripped tenured teachers of their tenure rights violated the Contract Clause of the U.S. Constitution.⁶ By recognizing that tenure can be conferred by constitutionally protected contract, and by highlighting the role that tenure can play in the recruitment and retention of public school teachers, the court's decision may caution against efforts to abolish tenure in other states.

Under North Carolina's teacher tenure law (Career Status Law), public school teachers with "career status"⁷ may only be dismissed for one of fifteen statutorily enumerated causes — such as "[i]nadequate performance"⁸ and "[n]eglect of duty"⁹ — and not without written notice and opportunity for review by the local school board.¹⁰ The law

¹ For example, New York's teacher tenure laws date back to the early twentieth century. *See* Act of June 8, 1917, § 1, 1917 N.Y. Laws 2501, 2510.

² *E.g.*, William R. Hazard, *Tenure Laws in Theory and Practice*, 56 PHI DELTA KAPPAN 451, 451 (1975) ("Tenure laws have been controversial since the beginning and seem to spark periodic state and national debates whenever school funds are short and the teacher supply is long.").

³ *See Teacher Tenure — Requirements for Earning Nonprobationary Status*, EDUC. COMM'N OF THE STATES (May 2014), <http://ecs.force.com/mbdata/mbquestRTL?rep=TT01> [<http://perma.cc/Y8ZM-3AMX>]; *see also* Laura McNeal, *Total Recall: The Rise and Fall of Teacher Tenure*, 30 HOFSTRA LAB. & EMP. L.J. 489, 491–92 (2013).

⁴ *See, e.g.*, *Vergara v. State*, No. BC484642 (Cal. Super. Ct. Aug. 27, 2014); JENNIFER THOMSEN, EDUC. COMM'N OF THE STATES, *TEACHER PERFORMANCE PLAYS GROWING ROLE IN EMPLOYMENT DECISIONS 2–3* (2014), <http://www.ecs.org/clearinghouse/01/12/42/11242.pdf> [<http://perma.cc/779L-GC7U>] (describing state legislative efforts to scale back or eliminate tenure).

⁵ No. 13 CVS 16240, 2014 WL 4952101 (N.C. Super. Ct. June 5, 2014).

⁶ *Id.* at *4–5.

⁷ N.C. GEN. STAT. § 115C-325(a)(1a)a (2013).

⁸ *Id.* § 115C-325(e)(1)a.

⁹ *Id.* § 115C-325(e)(1)d.

¹⁰ *See id.* § 115C-325(e)(1)–(2).

also provides that teachers without career status — known as “[p]ro probationary teacher[s]”¹¹ — may become eligible for career status after four consecutive years of teaching service.¹²

In July 2013, the North Carolina General Assembly passed legislation to effectively eliminate career status (Career Status Repeal).¹³ First, the law phased out career status for all teachers by 2018, including for those who had already received career status.¹⁴ The law further required local superintendents to award four-year contracts and \$500 raises to twenty-five percent of teachers who had taught in their school districts for at least three consecutive years, provided that they exhibited “effectiveness” in the classroom.¹⁵ Teachers who accepted such contracts, however, would thereby waive their rights to career status.¹⁶ Finally, the law prohibited the granting of career status to probationary teachers.¹⁷

The North Carolina Association of Educators challenged the Career Status Repeal in North Carolina Superior Court on behalf of itself and six North Carolina teachers.¹⁸ The complaint alleged that by preventing probationary teachers from receiving career status, and by revoking career status from those who had already earned it, the Career Status Repeal ran afoul of the U.S. Constitution’s Contract Clause,¹⁹ which prohibits states from “pass[ing] any . . . Law impairing the Obligation of Contracts.”²⁰

In a written order considering the plaintiffs’ motion for summary judgment, Judge Hobgood applied the three-pronged test for Contract Clause violations of government contracts as derived from the Supreme Court’s decision in *United States Trust Co. of New York v. New Jersey*.²¹ This test requires courts to consider “(1) whether a contrac-

¹¹ *Id.* § 115C-325(a)(5) (internal quotation marks omitted).

¹² *Id.* § 115C-325(c)(1).

¹³ Current Operations and Capital Improvements Appropriations Act of 2013, pt. IX, 2013 N.C. Sess. Laws 995, 1082–116 (to be codified in scattered sections of N.C. GEN. STAT.).

¹⁴ *See id.* § 9.6(i), 2013 N.C. Sess. Laws at 1103.

¹⁵ *See id.* § 9.6(g)–(h), 2013 N.C. Sess. Laws at 1103.

¹⁶ *See id.* § 9.6(g), 2013 N.C. Sess. Laws at 1103.

¹⁷ *See id.* § 9.6(f), 2013 N.C. Sess. Laws at 1103.

¹⁸ *See* Complaint at 2–5, *N.C. Ass’n of Educators*, 2014 WL 4952101 (No. 13 CVS 16240). Five of the six teachers had already received career status; one was not yet eligible for career status at the time that the Career Status Repeal was signed into law. *See id.* at 3–5. All of the teachers had been previously recognized for their effective performance in the classroom, having received distinctions such as “Northampton County Teacher of the Year,” *id.* at 3, and the “Chapel Hill-Carrboro City Schools’ District Excellence in Equity Teaching Award,” *id.* at 4. *See id.* at 3–5.

¹⁹ *Id.* at 12.

²⁰ U.S. CONST. art. I, § 10, cl. 1. The complaint also alleged that the Career Status Repeal violated the North Carolina Constitution’s Law of the Land Clause, N.C. CONST. art. I, § 19, which states that “[n]o person shall be . . . in any manner deprived of his . . . liberty[] or property, but by the law of the land,” *id.* *See* Complaint, *supra* note 18, at 10–12.

²¹ 431 U.S. 1 (1977); *see N.C. Ass’n of Educators*, 2014 WL 4952101, at *4.

tual obligation is present, (2) whether the state's actions impaired that contract, and (3) whether the impairment was reasonable and necessary to serve an important public purpose."²² First, Judge Hobgood determined that career status teachers "have contractual rights in that status and to the protections established by the Career Status Law."²³ Second, he noted that "eliminating [career status] protections . . . substantially impair[ed] the contractual rights of career status teachers."²⁴ Finally, Judge Hobgood asserted that the repeal of career status was "not reasonable [or] necessary to serve an important public purpose," particularly because under the current Career Status Law, "school administrators already ha[d] the ability to dismiss career status teachers for inadequate performance whenever necessary."²⁵ Even if "school administrators [needed] to have greater latitude to dismiss ineffective career status teachers," Judge Hobgood reasoned that "that objective could have been accomplished through less drastic means, such as by amending the grounds for dismissing teachers for performance-related reasons."²⁶ Furthermore, the judge observed that "eliminating career status [would actually] hurt[] North Carolina public schools by making it harder for school districts to attract and retain quality teachers."²⁷ Thus, finding that the Career Status Repeal violated the Contract Clause as it pertained to teachers who had already been granted career status,²⁸ Judge Hobgood permanently enjoined the enforcement of those provisions applying to career status teachers.²⁹

In *North Carolina Ass'n of Educators*, the court properly recognized that career status is an employment benefit conferred by contract. In so doing, and by identifying a key policy justification for preserving teacher tenure, the court's decision may counsel against the complete abolition of tenure in other states.

Although the Supreme Court has more commonly analyzed tenure rights through the lens of due process,³⁰ New Deal-era precedent rec-

²² *Bailey v. State*, 500 S.E.2d 54, 60 (N.C. 1998) (citing *U.S. Trust Co.*, 431 U.S. 1).

²³ *N.C. Ass'n of Educators*, 2014 WL 4952101, at *4.

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.* at *5.

²⁷ *Id.* at *4.

²⁸ *Id.* at *5. Judge Hobgood also concluded that abolishing career status without compensation violated the Law of the Land Clause of the North Carolina Constitution, noting that "[t]his clause has long been interpreted to incorporate a protection against the taking of property by the State without just compensation," and that "[c]ontract rights, including those created by statute, constitute property rights that are within the Law of the Land Clause's guarantee against uncompensated takings." *Id.*

²⁹ *Id.* at *6. Judge Hobgood held that probationary teachers — as opposed to career status teachers — do not "have contractual rights that are protected by the Contract Clause or the Law of the Land Clause." *Id.* at *5.

³⁰ See *Perry v. Sindermann*, 408 U.S. 593, 601 (1972) ("A written contract with an explicit tenure provision clearly is evidence of a formal understanding that supports a teacher's claim of enti-

ognizes that constitutionally protected contractual rights may inhere in the legislative grant of teacher tenure. In *Indiana ex rel. Anderson v. Brand*,³¹ the Court reviewed the termination of a tenured public school teacher under an Indiana law that repealed tenure in township schools.³² The Court declared that while “[t]he principal function of a legislative body is not to make contracts but to make laws which declare the policy of the state,” it is possible for “a legislative enactment . . . [to] contain provisions which, when accepted as the basis of action by individuals, become contracts between them and the State . . . within the protection of [the Contract Clause].”³³ The Court ultimately relied on the language and “tenor”³⁴ of the Indiana tenure law in recognizing that the petitioner’s grant of tenure was conferred by contract,³⁵ emphasizing that such a determination “involves an appraisal of the statutes of the State and the decisions of its courts.”³⁶ Accordingly, in *North Carolina Ass’n of Educators*, the question of whether the abolition of career status implicated the Contract Clause at all appeared to turn on the language of the statute and the treatment of similar employee benefits by North Carolina state courts.³⁷

To that end, Judge Hobgood’s recognition of career status as an employment benefit conferred by contract is in keeping with both the relevant statute and North Carolina state court precedent. Unlike the tenure-granting statute in *Brand*, the Career Status Law is not explicitly couched in terms of contract.³⁸ However, North Carolina courts have for several decades recognized contractual obligations where the state — through legislation — offers employment benefits in exchange

tlement to continued employment unless sufficient ‘cause’ is shown.”); *Bd. of Regents v. Roth*, 408 U.S. 564, 577 (1972) (recognizing a constitutionally protected property interest where teachers have a “legitimate claim of entitlement to [a teaching position]”). While it has been suggested that the emergence of Due Process Clause jurisprudence may have rendered the Contract Clause obsolete, see Robert L. Hale, *The Supreme Court and the Contract Clause: III*, 57 HARV. L. REV. 852, 890–91 (1944) (“[T]he results might be the same if the contract clause were dropped out of the Constitution, and the challenged statutes all judged as reasonable or unreasonable deprivations of property.”), the Supreme Court has forcefully replied to the contrary, see *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 241 (1978) (“[T]he Contract Clause remains part of the Constitution. It is not a dead letter.”).

³¹ 303 U.S. 95 (1938).

³² See *id.* at 97–98.

³³ *Id.* at 100.

³⁴ *Id.* at 105.

³⁵ See *id.* at 104–05.

³⁶ *Id.* at 100.

³⁷ See *N.C. Ass’n of Educators*, 2014 WL 4952101, at *4–5. This analysis is consistent with the Fourth Circuit’s decision in *Kestler v. Board of Trustees of North Carolina Local Governmental Employees’ Retirement System*, 48 F.3d 800 (4th Cir. 1995), where the court held that “whether a contract right exists is governed by state law, while federal law governs a determination that a contract has been impaired under the Contract Clause.” *Id.* at 803.

³⁸ See N.C. GEN. STAT. § 115C-325 (2013).

for the fulfillment of specific conditions.³⁹ Judge Hobgood correctly recognized that career status is one such benefit. When a teacher is granted career status by a local school board pursuant to the terms of the Career Status Law,⁴⁰ his or her rights to career status become vested, and a contract between the teacher and the state is formed.⁴¹

North Carolina is not alone in recognizing that contractual rights may inhere in the grant of employment benefits by statute, even where the statute is silent to that effect. Arizona,⁴² Georgia,⁴³ and Pennsylvania⁴⁴ each apply a “strict contract theory”⁴⁵ to state pension obligations despite a lack of express statutory language indicating the legislature’s intent to enter into a contract.⁴⁶ Courts in various other states also recognize a contractual relationship under such conditions,⁴⁷ but allow for “reasonable unilateral modifications”⁴⁸ similar to those already approved by the Supreme Court’s decision in *United States Trust Co. of New York*.⁴⁹

³⁹ In *Simpson v. North Carolina Local Government Employees’ Retirement System*, 363 S.E.2d 90 (N.C. Ct. App. 1987), *aff’d per curiam* 372 S.E.2d 559 (N.C. 1988), the North Carolina Court of Appeals held that “members of the [retirement system] . . . had a contractual right to rely on the terms of the retirement plan as these terms existed at the moment their retirement rights became vested.” *Id.* at 94.

⁴⁰ See N.C. GEN. STAT. § 115C-325(c).

⁴¹ That the Career Status Law does not explicitly refer to career status as a contract is not controlling in this case; in *Faulkenbury v. Teachers’ & State Employees’ Retirement System*, 483 S.E.2d 422 (N.C. 1997), the North Carolina Supreme Court held that even where “there is nothing in the statutes that shows the General Assembly intended to offer the benefits as a part of a contract,” *id.* at 427, the provision of benefits in exchange for the fulfillment of a condition suffices to demonstrate the intent to form a contract, *see id.*

⁴² See, e.g., *Yeazell v. Copins*, 402 P.2d 541, 546 (Ariz. 1965) (en banc) (“[A]ppellant had the right to rely on the terms of the legislative enactment of the Police Pension Act of 1937 as it existed at the time he entered the service of the City of Tucson and . . . the subsequent legislation may not be arbitrarily applied retroactively to impair the contract.”).

⁴³ See, e.g., *Burks v. Bd. of Trs. of Firemen’s Pension Fund*, 104 S.E.2d 225, 227 (Ga. 1958) (“[A] pension is not a gratuity, but a contract based upon a consideration, and . . . such [a] contract can not be modified, repealed, or defeated by subsequent acts of the General Assembly after its creation.”).

⁴⁴ See, e.g., *Ass’n of Pa. State Coll. & Univ. Faculties v. State Sys. of Higher Educ.*, 479 A.2d 962, 965 (Pa. 1984) (recognizing the “contractual rights” of public employees to retirement benefits).

⁴⁵ John J. Dwyer, Note, *Til Death Do Us Part: Pennsylvania’s “Contract” with Public Employees for Pension Benefits*, 59 TEMP. L.Q. 553, 572 (1986).

⁴⁶ See *id.* at 572–73, 572 n.157.

⁴⁷ See, e.g., *Betts v. Bd. of Admin. of the Pub. Emps.’ Ret. Sys.*, 582 P.2d 614, 617 (Cal. 1978) (en banc) (“A public employee’s pension constitutes an element of compensation, and a vested contractual right to pension benefits accrues upon acceptance of employment.”); *Singer v. City of Topeka*, 607 P.2d 467, 474 (Kan. 1980) (“[T]he employee has vested contract rights [to his pension] prior to actual retirement.”); *Pub. Emps.’ Ret. Bd. v. Washoe Cnty.*, 615 P.2d 972, 974 (Nev. 1980) (“The modern and better-reasoned view recognizes that employees accept their positions, perform their duties, and contribute to the retirement fund in reliance upon the governmental employer’s promise to pay retirement benefits and permit early retirement if certain conditions are met.”).

⁴⁸ Dwyer, *supra* note 45, at 574.

⁴⁹ See *U.S. Trust Co. of N.Y. v. New Jersey*, 431 U.S. 1, 25 (1977) (“[A]n impairment may be constitutional if it is reasonable and necessary to serve an important public purpose.”).

Certainly, some factual distinctions may be drawn between tenure and pensions — namely, that a pension is a purely financial benefit, and that pension plans often require employees to make financial contributions to the relevant pension fund. Yet two points bear mention here. First, even in noncontributory pension systems, courts that have considered the issue have held that an employee's right to his or her pension cannot be limited or withdrawn by legislation once it has vested.⁵⁰ The focus, therefore, is on whether an employee is presently owed the benefit, and tenured teachers are owed the benefit of tenure as soon as they are granted it. Second, the constitutions of some states, including North Carolina,⁵¹ expressly prohibit the state from awarding gratuities.⁵² Thus, for the grant of tenure in such states to have been constitutionally permissible in the first place, the accrual of the requisite years of teaching service likely must have been adequate consideration in and of itself, even though such consideration is of course not strictly financial in nature.

Therefore, in states where courts have recognized that public employees maintain contractual rights to employment benefits granted by statute, the decision in *North Carolina Ass'n of Educators* may discourage legislative attempts to strip tenured teachers of their status. Such a complete abrogation of tenured teachers' contractual rights would have to clear particularly high bars of necessity and reasonableness in order to pass constitutional muster.⁵³ Presuming that the "public purpose" of eliminating tenure is to ensure that "school administrators . . . have the ability to dismiss career status teachers for inadequate performance whenever necessary,"⁵⁴ states would have to show that the least drastic means of achieving such a purpose would be to revoke tenure from those who have already earned it. The court's decision in *North Carolina Ass'n of Educators* suggests that meeting this burden is not a readily accomplishable task.

⁵⁰ See R.D. Hursh, Annotation, *Vested Right of Pensioner to Pension*, 52 A.L.R.2d 437, § 2(b) n.12 (1957); cf. Terry L. Lantry, *The End of Status Benefits? Will Traditional Contract Principles Prevail?*, 26 AM. BUS. L.J. 363, 370 (1988) ("Initially, courts distinguished between employee contract rights created under [private] noncontributory plans from those created under plans where the employee makes a financial contribution. Later, it was recognized that there was little basis for such a distinction.")

⁵¹ N.C. CONST. art. I, § 32 ("No person or set of persons is entitled to exclusive or separate emoluments or privileges from the community but in consideration of public services.")

⁵² See, e.g., GA. CONST. art. III, § 6, para. 6 ("[T]he General Assembly shall not have the power to grant any donation or gratuity . . .").

⁵³ In *United States Trust Co. of New York*, the Court made clear that the "total repeal of [a] covenant [must be] essential" to accomplish the stated public purpose, 431 U.S. at 29–30 (emphasis added); where the end may be achieved through a "less drastic modification," *id.* at 30, or even no modification at all, then "a State is not free to impose [the more] drastic impairment," *id.* at 31.

⁵⁴ *N.C. Ass'n of Educators*, 2014 WL 4952101, at *4.

North Carolina Ass'n of Educators may also give pause to those seeking to eliminate tenure in any respect, and not just as it pertains to already tenured teachers. In his written order, Judge Hobgood noted that “eliminating career status [would] . . . mak[e] it harder for school districts to attract and retain quality teachers.”⁵⁵ Especially in a field as traditionally underpaid and underappreciated as public school teaching,⁵⁶ tenure may represent an important means of recruiting and retaining qualified individuals to the profession.⁵⁷ Indeed, preliminary evidence suggests that career status is of significant value to North Carolina educators. In the wake of the Career Status Repeal, researchers at the University of North Carolina at Wilmington conducted a survey of more than six hundred North Carolina public school teachers and administrators.⁵⁸ Only 7.3% of teacher respondents indicated that per the terms of the Career Status Repeal, they would accept the four-year contract and \$500 raise in exchange for giving up their rights to career status.⁵⁹ While some of the respondents’ hesitation appears to have arisen out of concern over the effect of such an arrangement on teacher morale and intraschool cohesion,⁶⁰ others noted that shifting to a public school teacher-employment scheme of limited-term contracts would “create[] more stress in a profession that is already very stressful,”⁶¹ and suggested that eliminating career status would make it more difficult to “attract young college graduates to enter the field with no pay raise in years and no chance to advance your salary unless you leave the profession.”⁶² At minimum, this evidence indicates that many

⁵⁵ *Id.*

⁵⁶ *See, e.g.*, DANA GOLDSTEIN, *THE TEACHER WARS* 263–65 (2014) (discussing public school teachers’ relatively low salaries); *id.* at 5–6 (describing the American public’s general lack of regard for public school teachers).

⁵⁷ The National Board for Professional Teaching Standards has certified more teachers in North Carolina than in any other state. *North Carolina*, NAT’L BD. FOR PROF’L TEACHING STANDARDS, <http://www.nbpts.org/north-carolina> (last visited Nov. 23, 2014) [<http://perma.cc/WW25-DMYK>]. The North Carolina Supreme Court has also previously acknowledged that certain public employee benefits serve a public purpose by helping the state to “attract and keep quality public servants in spite of the generally lower wage paid to state and local employees.” *Bailey v. State*, 500 S.E.2d 54, 65 (N.C. 1998).

⁵⁸ SCOTT IMIG & ROBERT SMITH, *LISTENING TO THOSE ON THE FRONT LINES* 17 (2013), <http://people.uncw.edu/imigs/documents/SmithImigReport.pdf> [<http://perma.cc/A43R-RGVX>].

⁵⁹ *Id.* at 6. Of respondents, 64.4% indicated that they would not accept the term contract and bonus, and 28.3% indicated that they were not sure if they would. *Id.*

⁶⁰ One respondent insisted that encouraging school districts to award bonuses to 25% of teachers, and only to those deemed “effective,” as the Career Status Repeal purported to do, “will do nothing but put teacher against teacher,” *id.* (internal quotation mark omitted), while another argued that the 25% initiative “will further cause worsening morale problems and friction among teachers,” *id.*

⁶¹ *Id.* (internal quotation mark omitted).

⁶² *Id.*; *cf.* CHARLES T. GOODSSELL, *THE CASE FOR BUREAUCRACY* 109 (1983) (“The important issue is whether the flow of antibureaucracy diatribe actually damages the quality of performance in government. It may, for example, induce young people to seek more appreciated careers outside the public sector.”). Furthermore, in response not only to the Career Status Repeal, but also

North Carolina teachers consider career status to be a valuable term of their employment, and that abolishing tenure may affect not only whether teachers decide to stay in the classroom, but also whether they would be inclined to begin working in the classroom in the first place.

Therefore, in order to maintain a quality teacher workforce, states that eliminate tenure may have to incur considerable financial expense to offset potential negative effects on teacher recruitment and retention. Notably, following Judge Hobgood's decision, the North Carolina Senate attempted to incentivize career status teachers to voluntarily relinquish their career status rights in exchange for modest pay increases.⁶³ That lawmakers in North Carolina pegged a monetary figure to career status further establishes the cognizable value of tenure. Thus, it may be unwise to revoke teachers' tenure rights — whether retroactively, prospectively, or both — as doing so would likely require a significant financial outlay on the part of the state to ensure that its ability to attract and retain effective educators is not severely impaired.

In *North Carolina Ass'n of Educators*, the court correctly held that the grant of career status creates a constitutionally protected contractual right. In states where courts have recognized that contractual rights inhere in the legislative grant of employment benefits, the Contract Clause may thus provide a shield against lawmakers' efforts to strip tenured teachers of their tenure rights. And even in states where courts do not recognize the contractual nature of tenure, Judge Hobgood's decision offers a compelling policy argument in favor of maintaining tenure for public school teachers. Rather than attempt to jettison such a valued — and valuable — job protection, opponents of tenure in its current form should consider working alongside teachers and teachers unions to contemplate a more measured approach to tenure reform. Recent legislative developments in California⁶⁴ and New York⁶⁵ suggest that such an approach is certainly possible.

to other legislative changes that brought about “the end of additional compensation for teachers who earn a graduate degree, removal of class size caps, and implementation of a voucher program,” IMIG & SMITH, *supra* note 58, at 2, almost three-fourths of respondents “indicated that . . . they were less likely to continue working as a teacher/administrator” in North Carolina, *id.* at 3.

⁶³ See S. 744, 2013 Gen. Assemb., Reg. Sess. § 9.1(a) (N.C. 2014). The effort eventually failed. See Current Operations and Capital Improvements Appropriations Act of 2014, § 9.1(a), 2014 N.C. Adv. Legis. Serv. ch. 100.

⁶⁴ See Act of June 25, 2014, 2014 Cal. Legis. Serv. ch. 55 (West) (to be codified in scattered sections of CAL. EDUC. CODE) (streamlining the process for firing teachers accused of egregious misconduct).

⁶⁵ See Act of Mar. 30, 2012, pt. B, 2012 N.Y. Laws 476, 498–503 (codified at N.Y. EDUC. LAW § 3020-a (McKinney Supp. 2014)) (streamlining the disciplinary hearing process for tenured teachers).