The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, genetic information, gender identity, gender expression, and/or sexual orientation or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.

5. Insubordination or failure to comply with official directives.

6. Failure to comply with Board policies or administrative regulations.

7. Excessive, or a pattern of, absences and/or tardiness.

8. Conducting personal business during school hours when it results in neglect of duties.

9. Reduction in force because of financial exigency. [See DFFA]

10. Reduction in force because of a program change. [See DFFB]

11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]

12. Drunkenness or use of alcoholic beverages, or being under the influence of alcohol or alcoholic beverages; or possession of alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

14. Failure to meet the District's standards of professional conduct. [See DH(EXHIBIT)]
15. Failure to report an arrest, indictment, charge, conviction of, or if the employee has been granted probation, deferred adjudication, entered a plea of guilty or nolo contendere to any felony criminal offense or a misdemeanor criminal offense involving moral turpitude. [See DBAA(LOCAL)]

16. Arrest, indictment, or conviction of a felony or misdemeanor crime of moral turpitude if the crime directly relates to children or the employee’s duties and responsibilities or directly relates to, or adversely affects, the mission of the District. [See DBAA(LOCAL)]

17. Failure to comply with District requirements regarding training or professional improvement.

18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.

19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee’s effectiveness in the District.

20. Any breach by the employee of an employment contract or any reason specified in the employee’s employment contract.

21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues. [See also DH(LOCAL) and DH(EXHIBIT)]

22. A lack of significant student progress attributable to the educator.

23. Behavior that presents a danger of physical or mental harm to a student or to other individuals.

24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

25. Use of profanity or lewd, obscene, offensive, or derogatory language in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

26. Falsification of records or other documents related to the District's activities.
27. Falsification, omission, or failure to provide required information or documentation on an employment application or during the employment hiring process.

28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.

30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.

31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.

32. Failure to comply with criminal background checks as required by state law.

33. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

34. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

35. Lack of funding for a federally or categorically funded position.

36. Placement in the excess pool.

37. Any reason constituting good cause for terminating the contract during its term.

38. Failure to successfully fulfill requirements of an intervention plan.

RECOMMENDATIONS FROM ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent of Schools. The Superintendent of Schools shall require that each administrator's recommendation for nonrenewal be accompanied by copies of all pertinent and relevant information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent of Schools. The Employee Relations Department shall track annually the administrative recommendations for nonrenewal by number, date, and outcome.
The Superintendent of Schools shall prepare lists of employees whose contracts are recommended for proposed nonrenewal to the Board. Copies of written evaluations, any other supporting documentation, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

The Board votes to propose nonrenewal, and the Superintendent of Schools or designee shall deliver to the employee written notice of proposed nonrenewal in accordance with the law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether:

1. The Board will hear the nonrenewal [see REQUEST FOR BOARD HEARING, below];

2. An independent hearing examiner appointed by the commissioner of education will hear the nonrenewal [see REQUEST FOR APPOINTMENT OF HEARING EXAMINER, below]; or

3. An attorney designated by the Board will hear the nonrenewal.

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the commissioner, and providing the Board a copy of the request, not later than the 15th day after the date the employee received hand delivery of the notice of proposed nonrenewal or, if notice was sent via certified and regular mail, 15 days after the date of delivery of the notice to the employee’s address of record.

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD(LEGAL) and DFD(LOCAL).

The conduct of the hearing shall be under the control of an independent hearing examiner and in general shall follow the steps listed below:
1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.

2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.

3. The employee may cross-examine any witnesses for the administration.

4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.

5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made, so that a certified transcript can be prepared, if required. Following the hearing, the Board shall take appropriate action in accordance with DFD(LEGAL).

REQUEST FOR BOARD HEARING

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received hand delivery of the notice of proposed nonrenewal or, if notice was mailed, 15 days after delivery of the notice to the employee's address of record.

When a timely request for a hearing on a proposed nonrenewal is received, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING BY THE BOARD

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent of Schools, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including
the name of the representative. Failure to give such notice may result in postponement of the hearing.

**HEARING PROCEDURES**

The conduct of the hearing shall be under the Board President's control or an attorney designated by the Board and in general shall follow the HEARING PROCEDURES steps [see HEARING PROCEDURES, above]:

A record of the hearing shall be made, so that a certified transcript can be prepared, if required.

**BOARD DECISION**

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent of Schools, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the HEARING PROCEDURES steps listed below [see HEARING PROCEDURES, above].

A record of the hearing shall be made, so that a certified transcript can be prepared, if required. Following the hearing, the Board shall take appropriate action in accordance with DFDB(LEGAL).

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

**BOARD REVIEW**

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party
an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and shall notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

ADOPTION OR LAST AMENDMENT DATE

This policy was adopted or last amended on December 14, 2016.