

PROPOSED REVISIONS

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH (LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

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13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
19. Use of profanity 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.
20. Falsification of records or other documents related to the District's activities.
21. Falsification or omission of required information on an employment application.
22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
23. Failure to fulfill requirements for Superintendent certification.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Super-

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intendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. **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 Superintendent shall receive notice of whether the Board or an independent hearing examiner appointed by the Commissioner will conduct the hearing.** This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

All notices, procedures, and time lines required in the Superintendent's employment contract shall also be observed.

**REQUEST FOR
APPOINTMENT OF
HEARING EXAMINER**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the Superintendent shall notify the Board in writing and file a written request with the Commissioner for an independent hearing examiner not later than the 15th day after receiving the notice of proposed action.

**HEARING
EXAMINER**

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at BJCF(EXHIBIT).

BOARD DECISION

Following the hearing, the Board shall take appropriate action in accordance with BJCF(EXHIBIT).

**REQUEST FOR
BOARD HEARING**

**HEARING
PROCEDURE**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, 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 Superintendent shall be given notice of the hearing date as soon as it is set.

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. 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.

The conduct of the hearing shall be under the Board President's control 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 Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent'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.

HEARING

~~Unless otherwise directed by the Board, the independent hearing examiner process described at DFD(LEGAL) shall be used when a hearing is requested by the Superintendent after receiving notice of proposed nonrenewal of the Superintendent's term employment contract. [See DFD] If specifically directed by the Board, the hearing may be conducted by the Board itself. The procedures to be followed if the hearing is conducted by the Board are listed below.~~

~~If the Superintendent desires a hearing after receiving written notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the written notice. When the Board receives a timely request for a hearing on a proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties agree to a different date. The Superintendent shall be given notice of the hearing date as soon as it is set. If the Superintendent fails to make a timely written request for a hearing, the Board may proceed to make a determination on its proposed action not later than the 30th day after the date the Board sends the Superintendent notice of the proposed nonrenewal.~~

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HEARING
PROCEDURE

~~If the Board chooses to conduct the hearing, the hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. 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.~~

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- ~~2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.~~
- ~~3. The Superintendent may cross-examine any witnesses for the Board.~~
- ~~4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.~~
- ~~5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent'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.~~

BOARD DECISION

The Board may consider only such evidence as is 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 Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent 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.

NO HEARING

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent

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**in writing of that action not later than the 30th day after the
date the notice of proposed nonrenewal was sent.**