

- 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 ~~required or assigned~~ 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; ~~illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act.~~ **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, ~~or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics as defined by the Texas Controlled Substances Act,~~ while on school property, working in the scope of the employee's duties, or

~~attending any school or District-sponsored activity.~~
manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other controlled substance regulated by state statutes.

10. Conviction of any felony or any crime involving moral turpitude; **conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. [See DH]**
11. Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH]
12. Failure to meet the District's standards of professional conduct.
13. Failure to comply with reasonable District professional requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, ~~that impairs performance of required duties.~~ **that prevents the Superintendent from performing the essential functions of the job.**
15. ~~Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, or indicative of corruption, indecency, or depravity.~~
16. 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.
17. ~~Reasons specified in the individual employment contract reflecting special conditions of employment.~~ **Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.**
18. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.

19. Assault ~~on an employee or student.~~ **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.**
20. **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.**
21. Falsification of records or other documents related to the District's activities.
22. Falsification **or omission** of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill requirements for Superintendent certification.
25. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
26. **Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.**
27. Any reasons constituting good cause for ~~dismissing the Superintendent during the contract term.~~ **terminating the contract during its term.**

NOTICE

If a majority of the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. 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.

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board 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.

HEARING The conduct of the hearing shall be under the Board President's control
PROCEDURE 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.

BOARD The Board may consider only such evidence as is presented at the
DECISION 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.

DATE ISSUED: ~~02/05/2004~~ **04/26/2005**

UPDATE ~~65-73~~

BJCF(LOCAL)-A

This online presentation of your district's policy is an electronic representation of TASB's record of the district's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent. [See BF (LOCAL) for further information.]