

**TERM CONTRACTS:
SUSPENSION/TERMINATION DURING CONTRACT**

SUSPENSION WITH
PAY

A term contract employee may be suspended with pay and placed on administrative leave by the Superintendent or designee during an investigation of alleged misconduct by the employee or at any time the Superintendent or designee determines that the School's best interest will be served by the suspension.

SUSPENSION
WITHOUT PAY

The Board may, for good cause as determined by the Board, suspend a contract employee without pay pending discharge or in lieu of termination. The suspension may not extend beyond the end of the school year.

Education Code 21.211(b)

BACK PAY

If no discharge occurs subsequent to a suspension without pay, the employee is entitled to back pay for the period of suspension.

Education Code 21.211(c)

TERMINATION
DURING CONTRACT

The recommendation to the Board and its decision to terminate 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, religions, sex, national origin, disability, or age but shall comply with all due process requirements in the law.

Reasons for proposed termination of an employee's term contract may include but shall not be limited to the following:

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 absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. 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 sponsored activity.
11. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
12. Use of a computer, school mail, or any other means of communication in a manner that is harassing, offensive, or disruptive to school operations.
13. Failure to meet the professional standards in the Code of Ethics.
14. Failure to report 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]
15. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH (LOCAL); and conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
16. Misappropriation of public funds.
17. Theft of school property.

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18. Failure to comply with reasonable School requirements regarding advanced coursework, certification requirements or professional improvement and growth.
19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the School.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator.
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. 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.
26. 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.
27. Falsification of records or other documents related to the School's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other School official in the conduct of School business.
30. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
31. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
32. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
33. Abandonment of contract with the School.
34. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other School personnel.
35. The solicitation, encouragement, insinuation, or consummation of an inappropriate written, verbal, or physical relationship with a student.
36. Violation of the privacy rights of students under the federal Family Educational Rights and Privacy Act (FERPA).
37. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
38. Any reason constituting good cause for terminating the contract during its term.

Education Code 21.211(a)

**RECOMMENDATION
FROM
ADMINISTRATION**

Administrative recommendations for termination of professional/administrative employee contracts shall be submitted to the Superintendent.
Each administrator's recommendation shall be subject to legal review and supported by any relevant documentation necessary to support a decision to recommend proposed termination. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

**SUPERINTENDENT'S
RECOMMENDATION**

The Superintendent shall prepare a list of employees whose contracts are recommended for proposed termination and provide the list to the Board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed termination.

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The Board shall consider such information, as appropriate, in support of recommendations for proposed termination and shall then act on all recommendations.

NOTICE

Before any term contract employee is dismissed for good cause, the employee shall be given at least ten (10) day’s notice, in writing, of the charges against him/her and an explanation of the School's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist.

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985)

HEARING

A term contract employee desiring a hearing before an independent hearing examiner must file a written request with the Commissioner not later than the 15th day after the date the employee receives notice of the proposed termination or suspension without pay. The term contract employee must provide the School with a copy of the request.

The School and the employee may agree in writing to extend the deadline for requesting a hearing. The extension may not exceed ten (10) days.

Education Code 21.251(a), .253 (See Policy DFD)

FINANCIAL EXIGENCY

An employee whose term contract has been proposed for termination due to a financial exigency declared under Education Code 44.011 (see CEA) which requires a reduction in force must submit written notification of protest to the board not later than the tenth day after the date the employee received notice of the proposed action.

The employee is entitled to a hearing as described in Education Code 21.207 for nonrenewal of a term contract (see DFBB) or a hearing under Education Code Chapter 21, Subchapter F, as determined by the board.

Education Code 21.159

NOTICE TO THE COMMISSIONER

See policy DF regarding circumstances in which a certified employee’s dismissal will be reported to the Commissioner of Education.

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