

Dallas ISD  
057905

TERM CONTRACTS:  
NONRENEWAL

DFBB  
(LOCAL)

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REASONS

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, disability, ~~or~~ age, **genetic information or based on gender identity, gender expression, and/or sexual orientation**. 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, or receiving an evaluation with a "below expectations" in three or more domains, or one "below expectations" and one "unsatisfactory" in one or more domains.
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 tardies.**
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(LOCAL)}
10. A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
11. Drunkenness or ~~excessive~~-use of alcoholic beverages; ~~or possession, use~~, or being under the influence of alcohol or alcoholic beverages; or possession of 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.
12. 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. ~~Conviction of a felony or of 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}
13. ~~Failure to report any arrest, conviction, or —deferred adjudication for any felony or any crime —involving moral turpitude as required by policy. —~~{See DH}
13. Failure to meet the District's standards of professional conduct. See DH(Exhibit)
14. Failure to report an arrest, indictment, charge, conviction of, or if they have 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)
15. Conviction of a felony or misdemeanor if the crime directly relates to the employee's duties and

**responsibilities or directly relate to, or adversely affect, the mission of the District. See DBAA(LOCAL)**

16. Failure to comply with ~~reasonable~~ District requirements regarding **advanced training coursework** or professional improvement. **and growth**
17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
18. 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 District.
19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues. **See also DH(Local)(Exhibit)**
21. A **significant** lack of **significant** student progress attributable to the educator.
22. Behavior that presents a danger of physical **or mental** harm to a student or to other individuals.
23. 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.
24. 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.
25. Falsification of records or other documents related to the District's activities.

26. Falsification, ~~or~~ omission, or failure to provide of required information or documentation on an employment application or during the employment hiring process.
27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
28. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
29. Failure to comply with criminal background checks as required by state law.
30. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
31. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Lack of funding for a federally or categorically funded position.
35. Residency in the Permanent Substitute Pool for a period exceeding 180 calendar days.
36. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent **of Schools**. The Superintendent **of Schools** shall require that each administrator's recommendation for non-renewal be accompanied by copies of all pertinent information necessary

to a decision to recommend proposed non-renewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent of Schools.

SUPERINTENDENT  
OF SCHOOL'S  
RECOMMENDATION

The Superintendent of Schools shall prepare lists of employees whose contracts are recommended for ~~renewal or~~ proposed non-renewal ~~by to~~ the Board. Copies of written evaluations, and any other supporting documentation, ~~if any~~, and reasons for the recommendation shall be submitted for each employee recommended for proposed non-renewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed non-renewal and shall then act on all recommendations.

NOTICE OF  
PROPOSED  
~~RENEWAL OR~~  
NONRENEWAL

The Superintendent of Schools or designee shall deliver to the employee by hand ~~or certified mail at the employee's campus~~, ~~return receipt requested~~, written notice of proposed ~~renewal or~~ non-renewal not later than the 10<sup>th</sup> 45<sup>th</sup> day before the last day of instruction required in the contract. If the employee is not present on the campus on the date hand delivery is attempted, the notice will be mailed by pre-paid ~~or certified mail~~ or delivered by express delivery service to the employee's address of record with the District. The notice shall indicate whether the District will use the independent hearing examiner process or whether the hearing will be conducted by the Board. If the notice of proposed non-renewal does not contain a statement of the reason or all of 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 non-renewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR  
HEARING

If the employee desires a hearing after receiving the notice of proposed non-renewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed non-renewal. When a timely request for a hearing on a proposed nonrenewal is received by the Board President, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree, in writing, to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING  
PROCEDURE

The hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Superintendent, their

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 employee and the administration may each be represented by a representative of each party's choice. 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 **Presiding Officer's** ~~Board President's~~ control and in general shall follow the steps listed below:

1. After consultation with the parties, the **Board President Presiding Officer** 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.

#### 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 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 EXAMINER The Board may use the independent hearing examiner procedure described in Subchapter F, Chapter 21 of the Texas Education Code and in policy DFD(LEGAL), instead of the procedure described above. If the Board uses the To comply with the independent hearing examiner process, the employee must file a written request with the Commissioner of Education not later than the 15th day after receiving the notice of the proposed non-renewal. The employee must provide a copy of the request to the Superintendent of Schools or designee.

**BOARD DECISION:**  
**INDEPENDENT**  
**HEARING**  
**EXAMINER**  
**PROCEDURE**

**If the Board uses the Independent Hearing Examiner procedure described in Subchapter F Chapter 21 of the Texas Education Code, a subcommittee of no less than three Trustees, as designated by the Board, shall consider the recommendation and record of the hearing examiner. The meeting must be held at the first Board meeting for which notice can be timely posted, and in any event no later than the 20th day after the date that the President of the Board receives the hearing examiner's recommendation and the record of the hearing. See DFD(LEGAL)**

**At the meeting, the subcommittee shall consider the hearing examiner's recommendation and shall allow each party to present oral argument to the subcommittee. Oral argument shall be limited to ten minutes per party, excluding questions by the subcommittee. The subcommittee reserves the right to grant additional time in equal amounts to both parties, depending on the complexity of the issues, and solely at the subcommittee's discretion. A certified shorthand reporter shall record the oral argument before the subcommittee. The subcommittee may obtain advice concerning legal matters from an attorney who has not been involved in the proceedings. The subcommittee's decision will serve as the final decision of the Board.**

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