

GRAND ISLAND PUBLIC SCHOOLS

6460 TERMINATION OF EMPLOYMENT FOR CERTIFIED STAFF

The Superintendent or designee shall, not later than April 15, notify each certified administrator or non-probationary teacher in writing of any conditions of unsatisfactory performance or other conditions, because of a reduction of staff members, or change of leave of absence policies of the Board of Education, which the Board considers may be just cause to either terminate or amend the contract for the ensuing school year.

As used in this policy the term "just cause" shall mean incompetence, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, or other conduct which interferes substantially with the continued performance of duties or a change of circumstances necessitating a reduction in the number of administrators or teachers to be employed by the Board of Education.

No member of the board shall enter into or execute on behalf of the district any contract with any teacher or administrator related to them by blood or marriage.

It shall be the policy of the Grand Island Public Schools to comply with all requirements of due process in considering the cancellation, amendment, or termination of a permanent certificated staff member's contract of employment. After compliance with the requirements of due process, the board of education may cancel, amend or terminate the contract of employment of a permanent certificated staff member for reasons of just cause as provided in statute, contract, or school board policy.

The Superintendent of schools may notify a permanent certificated staff member that their employment contract may be canceled, amended, or terminated. In the event of consideration of mid-term amendment or cancellation of a certificated staff member's employment contract, the affected staff member shall be provided:

- a) A written statement of the alleged grounds for cancellation or amendment of the contract and that such certificated staff member's contract may be canceled or amended mid-term as well as the information set out in subsections c) and d) of this policy.

In the event of consideration of amendment or termination of a permanent certificated staff member's employment contract at the close of the school year, the affected staff member shall be provided:

- b) Written notice of the alleged grounds for the proposed action in the initial notice or, in the alternative, notice of consideration of amendment or termination and, if requested by the staff member, written notice of the alleged grounds for the proposed action at least five (5) days prior to the hearing.

In the event of the proposed cancellation, amendment, or termination of a permanent certificated staff member's employment contract, whether mid-term or at the close of the contract year, the affected staff member shall be provided:

- c) Written notice that they are entitled to a hearing before the board of education prior to any final decision on the proposed contract action. To secure such a hearing, the staff member must submit a written request to the superintendent or designee within (7) calendar days of receipt of notice of possible cancellation, amendment, or termination.
- d) Upon request of the certificated staff member, a notification, at least five (5) days prior to the hearing, of the names of any witnesses who will be called to testify against the certificated staff member as well as the general areas of their testimony and an opportunity to examine any documents that will be presented at the hearing.

Due and proper notice of the board hearing regarding any permanent certificated staff shall be given in accordance with the Nebraska Public Meeting Law (Neb. Rev. Stat., §§ 84-1408 to 84-1414). Staff shall have the right to be represented at the hearing and shall be given an opportunity to cross-examine all witnesses and to examine all documents and to present evidence material on the issues.

GRAND ISLAND PUBLIC SCHOOLS

A decision to cancel, amend, or terminate a permanent certificated staff member's contract shall be based solely upon the evidence produced at the hearing and must be agreed to by a majority of the members of the school board (5 members). If the board of education cancels, amends, or terminates a certificated staff member's contract, it shall reduce its findings and determinations to writing and shall deliver a written copy thereof to the certificated staff member.

Legal References: Neb. Statute §79-12,110
 §79-12,112
 §79-12,114
 §79-12,115

 Neb. Rev. Statute
 79-1249
 §§84-1408 through 84-1414

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