



4165.2: CERTIFICATED STAFF - CONTRACT CANCELLATION, AMENDMENT, RENEWAL, NON-RENEWAL

Employment contracts between the District and administrators or teachers shall be deemed renewed from year to year and shall be amended, canceled, not renewed or terminated as specified below. Contracts of any certificated employee, including probationary teachers, permanent (tenured) teachers, and administrators, may be canceled or amended during the school year by agreement between the certificated employee, Superintendent or designee and approved by a majority of the members of the Board.

I. Renewal of Employment Contracts

A. Each certificated staff member shall be notified of an offer for renewal of his or her contract on or before April 15 of each year as provided by law. Upon receipt of such notice, each certificated staff member shall notify the District Human Resources Office, in writing, or electronic acknowledgement, of the acceptance of the offer to continue the contract of employment for the ensuing school year. Failure to provide written acceptance of the offer of continued employment on or before the date designated in the notice shall be considered as a rejection of the offer of continued employment for the ensuing school year and shall operate as an irrevocable resignation.

B. Release from an employment contract for the ensuing school year requested after April 15 shall not be approved due to the adverse effect upon students and the educational process.

II. Cancellation or Amendment of Contracts During the School Year

A. Contracts of any certificated employee, including probationary teachers, permanent (tenured) teachers, and administrators, may be canceled or amended by a majority of the members of the Board during the school year for any of the reasons provided by law which include:

- 1. Revocation or suspension of a certificate by the State Board of Education of any employee whose duties require a certificate.**
- 2. Breach of a material provision of the teacher's or administrator's contract.**
- 3. For any reasons set forth in the employment contract.**
- 4. Incompetency, neglect of duty, unprofessional conduct, insubordination, immorality or physical or mental incapacity.**

B. The following procedure shall be followed when it is determined that it is appropriate to consider cancellation of the employment contract during the school year:

- 1. Written notice shall be given to the employee that the contract may be canceled and grounds for the cancellation.**
- 2. Within seven (7) calendar days of receipt of the notice, the certificated employee may make a written request in writing for a hearing to the secretary of the Board, Superintendent or Superintendent's designee.**
- 3. Prior to any requested hearing under this Rule, the notice of possible cancellation or amendment and the reasons therefor are deemed a confidential employment matter subject to Nebraska law and shall not be**

disclosed to the public or news media.

4. During the pendency of a decision, a certificated employee may be suspended from duty with pay.

5. A formal due process hearing as set forth in Section IV(C) of this Rule.

III. Probationary Certificated Employees, Probationary Period, Contract Amendment or Non-renewal

A. During the first three years of full-time employment with the District or the part-time equivalent, a certificated employee shall be considered a probationary employee. His/her contract shall be deemed renewed and remain in full force and effect unless amended or not renewed as provided by law. The Board may determine to amend or not renew the contract for any reason it deems sufficient as provided by law, but such nonrenewal shall not be for constitutionally or statutory impermissible reasons. If the Board, Superintendent or Superintendent's designee determines it is appropriate to consider the amendment or nonrenewal of a probationary certificated employee's contract for the ensuing school year, the following procedure shall be followed:

- 1. Written notice shall be given to the employee on or before April 15 that the school Board will consider amendment or non-renewal of the employee's contract for the ensuing school year.**
- 2. Upon request, the reasons for the proposed amendment or the nonrenewal shall be provided in writing.**
- 3. Within seven(7) calendar days after receipt of the written notice, the probationary employee may make a written request for a hearing to the secretary of the Board, Superintendent or Superintendent's designee.**
- 4. Prior to any requested hearing under the Rule, the notice of possible amendment or non-renewal and any reasons therefor shall be considered a confidential employment matter as provided in Nebraska law and shall not be disclosed to the public or news media.**
- 5. An informal hearing as set forth in Section III (B) of this Rule shall be held before the Board within thirty (30) days of the date of the request thereof unless otherwise agreed to by the parties in writing.**
- 6. If a hearing is not requested, the Board shall make a final determination. At any time prior to a hearing or final determination, the probationary employee may submit a letter of resignation which shall be accepted by the Board.**
- 7. Unless otherwise agreed upon by the parties, final action by the Board must be taken on or before May 15.**

B. The procedure for an informal hearing is as follows:

- 1. Notice, in writing, of the date, time and place of hearing shall be given five (5) days prior to the date of the hearing.**
- 2. The probationary employee, Superintendent, or his or her representative, shall have an opportunity to discuss and explain his or her position regarding continued employment, to present information, and to ask questions of those appearing on behalf of the District.**

3. The hearing shall be held in closed session, if requested by the probationary employee and upon affirmative vote by a majority of the Board members present and voting.

4. The formal action of the Board to amend or non-renew shall be taken in open session. Formal action shall be taken by a roll call vote.

IV. Permanent Certificated Employees, Contract Amendment or Termination

A. A certificated employee who has completed the probationary period is a permanent certificated employee. His/her contract shall be deemed continuing and shall be renewed and remain in full force and effect unless amended or terminated as provided by law. The contract of a permanent certificated employee shall be amended or terminated for any of the following reasons by majority vote of the Board:

- 1. Just cause as defined by law.**
- 2. Reduction in force as provided by law or change of leave of absence policies.**
- 3. Failure upon written request of the District by the employee to accept employment for the ensuing school year within the time designated in the request, but not prior to March 15 of each year.**
- 4. Revocation, cancellation, suspension or termination of a certificate by the State Board of Education for an employee whose duties require a certificate.**

B. The procedure to be followed when it is determined that it is appropriate to consider the amendment or termination of the contract, is as follows:

- 1. Written notification that the contract may be amended or terminated, shall be provided on or before April 15.**
- 2. A hearing may be requested in writing to the secretary of the Board, Superintendent or Superintendent's designee within seven (7) calendar days of receipt of written notice.**
- 3. A formal hearing as set forth in Section IV (C) of this Rule shall be held before the Board within thirty (30) days of the date of the request thereof unless otherwise agreed to by the parties in writing.**
- 4. If no request is made, a final determination may be made by the Board.**
- 5. The employee shall be advised at least five (5) days prior to the date of the hearing of the date, time and place, all of which shall be in writing.**
- 6. The parties may extend the time for hearings or final determination by mutual agreement in writing.**
- 7. Final action by the Board must be taken on or before May 15, unless such time is extended by mutual agreement in writing.**
- 8. If a hearing is requested, it shall be a formal due process hearing as set forth in Section IV (C) of this Rule.**

C. The procedure for a formal due process hearing is as follows:

- 1. At least five (5) days prior to the hearing the employee shall be notified in writing of the basis for the proposed termination or amendment of the employee's contract.**
- 2. Upon request, the employee shall be notified at least five (5) days prior to the hearing of witnesses to be called to testify against the employee.**
- 3. Upon request, the employee shall have the opportunity at least five (5) days prior to the hearing to examine any documents that will be presented at the hearing.**
- 4. The employee has the right to be represented.**
- 5. The employee shall have an opportunity to cross-examine all witnesses and to examine all documents.**
- 6. The employee shall have an opportunity to present evidence material to the issues.**
- 7. Upon request of the employee or his or her representative and the affirmative vote of a majority of the Board members, the hearing shall be conducted in a close session. Formal action of the Board shall be taken in open session.**
- 8. The decision to amend, cancel or non-renew of the Board shall be by roll call vote of a majority of members at the meeting based solely upon the evidence produced at the hearing. The majority shall reduce its findings and determinations to writing and provide a written copy to the employee.**
- 9. After the opportunity for a hearing has been provided, except in the case of a reduction in force, and just cause has been shown, sanctions other than termination or amendment may be imposed by the Board as agreed upon by the parties.**
- 10. The Board shall have the power to subpoena and compel the attendance of witnesses for purposes of testifying at the hearing and for the taking of depositions and to issue subpoenas for the production of documents.**

Date of Adoption

August 23, 1982

Date of Revision

August 3, 1992

November 15, 1999

June 4, 2007

October 7, 2013

September 16, 2019

June 6, 2022

March 20, 2023

Related Policies and Rules

[4165: Resignation/Separation](#)

Legal Reference

Neb. Rev. Stat. §§ 84-1410, 79-817 through 79-849, 79-539, 79-8, 109