

TEXAS SCHOOL FOR THE DEAF

**SUPERINTENDENT
DISMISSAL**

BJCE

- METHOD OF DISMISSAL** If the Board enters into an at-will employment relationship with the Superintendent, the provisions of TSD Board Policy relating to the dismissal of noncontract employees apply to the dismissal of the Superintendent.
- If the Board employs the Superintendent by contract, the terms of the contract control the method of dismissing the Superintendent and the following provisions apply:
- SUSPENSION WITHOUT PAY** The Board may, for good cause as determined by the Board, suspend the Superintendent without pay pending discharge or in lieu of termination. The suspension may not extend beyond the end of the school year.
- BACK PAY** If no discharge occurs subsequent to a suspension without pay, the Superintendent is entitled to back pay for the period of suspension.
- GROUND'S FOR DISMISSAL** A superintendent may be dismissed for good cause before the completion of the term fixed in the contract.
- An attempt by the Superintendent to encourage or coerce a child to withhold information from the child's parent is grounds for discharge or suspension without pay.
- NOTICE**
1. Before dismissal for good cause, the Superintendent shall be given reasonable notice in writing of the charges against him or her and an explanation of the School's evidence, set out in sufficient detail to fairly enable the Superintendent to show any error that may exist.
- Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 105 S.Ct. 1487 (1985)**
- HEARING**
2. If, upon written notification, the Superintendent desires to be heard and contest the proposed action of the Board, the Superintendent shall give the Board written notice within 15 days after the date of the receipt of the Board's official notification of dismissal. The hearing shall be set on a date that affords the Superintendent reasonable time to prepare an adequate defense.
- Cleveland Bd. of Educ. v. Loudermill, 105, S. Ct. 1487 (1985); Bexar Cty. Sheriff's Civ. Serv. v. Davis, 802 S.W.2d 659 (Tex. 1990); Wells v. Dallas ISD, 793 F.2d 679 (5th Cir. 1986)**
- SUSPENSION WITH PAY** The Superintendent may be suspended with pay pending the outcome of the dismissal hearing.
- Moore v. Knowles, 482 F.2d 1069 (1973)**
- EMPLOYMENT BEYOND TERM OF CONTRACT** The Superintendent has no property right beyond the term of the contract. After the term of the Superintendent's contract has expired, the Board may choose to issue another employment contract to the Superintendent, continue the Superintendent's employment without a contract, or terminate the Superintendent's employment.

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02.25.22