

TEXAS SCHOOL FOR THE DEAF

AT-WILL EMPLOYMENT: TERMINATION

DCDC

DEFINITION OF TEACHER AND CLASSIFIED EMPLOYEE

“Teacher” means a principal, supervisor, classroom teacher, school counselor, or other full-time professional employee who is required to hold a certificate issued under Subchapter B or a nurse. The term does not include a superintendent or a person who is not entitled to a probationary, continuing, or term contract under Section 21.002, an existing contract, or district policy. (Tex. Educ. Code § 21.101).

INVOLUNTARY TERMINATION

“Classified Employee” shall mean all employees of the Texas School for the Deaf not a teacher as herein defined.

An involuntary termination of employment, including reductions in force, is a management-initiated dismissal and is not governed by this Policy DCDC.

Involuntary terminations may result when an employee, other than a teacher, is unable to perform the essential functions of his or her job with or without a reasonable accommodation. An employee may also be discharged for any legal reason, e.g., misconduct, tardiness, absenteeism, unsatisfactory performance or inability to perform. A teacher may be terminated, discharged or non-renewed pursuant to Texas Education Code Chpt. 21.

In some cases progressive discipline may be used, prior to termination, to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate suspension, with or without pay, dismissal without prior use of progressive discipline. However, the suspension or termination of a teacher shall be in accordance with Chapter 21 of the Texas Education Code.

Supervisors are responsible for providing a completed termination report to Human Resources for inclusion in the employee’s personnel file.

INVOLUNTARY TERMINATION NOTIFICATION

A dismissal action against a regular classified employee as defined in policy DCD shall become final when the employee receives written notice from the Superintendent or his/her designee of the dismissal.

If notice is not provided to the classified employee by hand, notice shall be deemed sufficient if sent by certified mail, return receipt requested, to the address for the employee on file with the School and shall be effective, unless another operative time is specifically set forth in the written notice, on the date of delivery or the date of the first attempt at delivery, whichever first occurs.

An appeal by a classified employee to the superintendent or his/her designee does not stay the effective date of the dismissal. However, if the Superintendent does reverse the determination to terminate the classified employee, the

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employee shall be reinstated retroactively to the date of the reversed termination and the Superintendent may, in his/her sole and absolute discretion, grant the employee all, or part, of the back pay and benefits lost during the period from the termination until the reinstatement.

A dismissal action against a temporary or substitute employee shall become final upon approval by the Superintendent or his/her designee of the administrative recommendation for dismissal.

VOLUNTARY TERMINATION

A voluntary termination occurs when an employee not governed by Tex. Educ. Code Chpt. 21 informs his or her supervisor of the employee's resignation. Employees who are not teachers as defined in Tex. Educ. Code § 21.101 should provide a written resignation letter.

Non-chapter 21 employees are requested to provide a minimum of two weeks' notice of their intent to separate from the School. Upon receipt of an employee's resignation, the supervisor will notify Human Resources by sending the original resignation letter for inclusion in the employee's personnel file.

A teacher employed may relinquish his or her position and leave the employment of the district at the end of a school year without penalty by filing with the board of trustees or its designee a written resignation not later than the 45th day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the president of the board of trustees or the board's designee at the post office address of the district is considered filed at the time of mailing.

(b) A teacher may resign, with the consent of the board of trustees or the board's designee, at any other time. (Tex. Educ. Code § 21.105 & 21.210).

EXIT INTERVIEWS

Human Resources shall provide each employee who leaves employment with the School voluntarily with access to and information on completing an exit interview questionnaire through the State Auditor's website.

Exiting employees may complete the exit survey on their last day using a School computer. The exit interview shall be conducted in a manner that allows the employee alone to describe the employee's reason for leaving employment. The School may not alter the description stated by the employee.

Government Code 651.007 (b), (c)

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