

# TEXAS SCHOOL FOR THE DEAF

## EMPLOYMENT PRACTICES: OTHER TYPES OF CONTRACTS

DCE

APPLICABILITY	This policy applies only to professionals under contracts whose contracts are not governed by Chapter 21 of the Education Code.
DEFINITION OF TEACHER	<p>In this policy, "teacher" means a principal, supervisor, classroom teacher, counselor, or other full-time professional who is required to hold a certificate issued under Education Code Subchapter B, chapter 21, except the term does not include a superintendent, or any employee who does not provide direct and regular services to students at the School.</p> <p>Education Code 30.024(a)(b)</p>
WRITTEN CONTRACT – NON-EDUCATOR	<p>A contract of employment with the School creates a property interest in the position only for the period of time stated in the contract. No property interest of any kind exists beyond the period of time stated in the contract.</p> <p><u>Perry v. Sindermann, 408 U.S. 593 (1972); Bd. of Regents of State Colleges v. Roth, 408 U.S. 564 (1972)</u></p>
ONE-YEAR TERM	Contracts with professionals other than teachers shall not exceed a term of one school year.
PRIOR APPROVAL	Prior to issuing an employment contract to any employee other than a teacher, the Superintendent shall submit for Board approval the title of the non-teacher position proposed for employment by contract.
TERMINATION AT END OF CONTRACT	<p>The Board may decide by vote, or inaction, not to offer any professional under contract, other than a teacher, further employment with the School beyond the term of the contract for any reason, or no reason.</p> <p><u>Perry v. Sindermann, 92 S. Ct. 2694 (1972); Board of Regents of State Colleges v. Roth, 92 S. Ct. 2701 (1972)</u></p>
TERMINATION DURING CONTRACT TERM	A professional under contract may be dismissed for good cause before the completion of the term fixed in his, or her, contract.
PROCEDURE FOR TERMINATION DURING CONTRACT TERM	<p>Before any professional under contract not governed by Chapter 21 of the Education Code is dismissed, the professional shall be given reasonable notice of the cause, or causes, for the termination set out in sufficient detail to fairly enable him, or her, to show any error that may exist and the names and the nature of the testimony of the witnesses against him.</p> <p>Ferguson v. Thomas, 430 F. 2d 852 (5th Cir. 1970)</p>
HEARING FOR TERMINATION DURING CONTRACT TERM	<p>If a professional under a contract not governed by Chapter 21 of the Education Code is dismissed and requests a hearing, the Board may conduct the hearing in open session, or in closed session, unless the professional requests a public hearing, in which case the hearing shall be open to the public.</p> <p>Gov't Code 551.074</p>
SUSPENSION	The professional may be suspended with pay pending the outcome of the dismissal hearing.

Moore v. Knowles, 486 F.2d 531 (5th Cir. 1972)

The professional may be suspended without pay so long as the suspension is temporary and the professional receives a due process hearing.

Gilbert v. Homar, 117 S. Ct. 1807, 1814 (1997)

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