

TEXAS SCHOOL FOR THE DEAF

**TERM CONTRACTS
NONRENEWAL**

DFBB

**GROUND
S FOR
NONRENEWAL
REASONS**

The Board may terminate a term contract for a financial exigency in accordance with DFBC.

The recommendation to the Board and the Board's decision not to renew the contract under this policy of a professional employee shall not be based on an employee's exercise of rights guaranteed by the Constitution, or based unlawfully on an employee's race, color, religion, sex, national origin, handicap, or age. Reasons for nonrenewal of a professional certified employee's contract shall be:

1. Deficiencies pointed out as part of the appraisal or evaluation process or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of required or assigned duties.
4. Inability to maintain discipline in the classroom or at assigned School related functions where the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive Absences
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction of personnel through loss of enrollment, loss of funding, or change in programs. In identifying the employees recommended nonrenewal under this reason, the School shall target employment areas and apply criteria for decisions from policy DFBC. No other section of that policy shall apply. If at the time of the hearing, there exists a vacancy for which the employee is qualified, the employee shall be considered for the position.
10. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on School property, while working in the scope of an employee's duties, or while attending a School sponsored activity.

11. The illegal possession, use, manufacture or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by the Texas controlled Substances Act, while on School property, working in the scope of the employee's duties, or attending any School-sponsored activity.
12. Use of a computer, school mail, or any other means of communication in a manner that is harassing, offensive, or disruptive to school operations.
13. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
14. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
15. Misappropriation of public funds.
16. Theft of School property.
17. Failure to comply with reasonable School requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the School.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical or emotional harm to a student or to other individuals.

24. Assault on a person on TSD property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to TSD activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other school official in the conduct of TSD business.
29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by TSD, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Abandonment of contract with TSD.
33. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other TSD personnel.
34. The solicitation, encouragement, insinuation, or consummation of an inappropriate written, verbal, or physical relationship with a student.
35. Violation of the privacy rights of students under the federal Family Educational Rights and Privacy Act (FERPA).
36. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
37. Failure to meet the School's standards of professional conduct.
38. Failure to comply with reasonable School professional requirements regarding advanced coursework or professional improvement and growth.

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39. Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the School. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, indicative of corruption, indecency, or depravity.

40. Reasons constituting good cause for dismissing the employee during the contract term.

EVALUATIONS

Before making a decision not to renew a term contract, the board shall consider the most recent evaluations if the evaluations are relevant to the reason for the board's action. Education Code 21.203(a)

In the case of a classroom teacher, the School shall use the teacher's consecutive appraisals from more than one year, if available, in making employment decisions. Education Code 21.352(e)

NOTICE

Not later than the tenth day before the last day of instruction in a school year, the board shall notify in writing each employee whose contract is about to expire whether the board proposes to renew or not renew the contract.

The notice must be delivered personally by hand delivery to the employee on the campus at which the employee is employed. If the employee is not present on the campus on the date that hand delivery is attempted, the notice must be mailed by prepaid certified mail or delivered by express delivery service to the employee's address of record with the district. Notice that is postmarked on or before the tenth day before the last day of instruction is considered timely for these purposes.

**FAILURE TO
PROVIDE
TIMELY
NOTICE**

The board's failure to give timely notice of a proposed renewal or nonrenewal constitutes an election to employ the contract employee in the same professional capacity for the following school year.

Education Code 21.206

**REQUEST FOR
HEARING**

If the employee desires a hearing after receiving notice of the proposed nonrenewal, the employee shall notify the board in writing not later than the 15th day after:

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1. The date the employee receives hand delivery of the notice of proposed nonrenewal; or
2. The date the notice is delivered to the employee's address of record with the district, if the notice is mailed by prepaid certified mail or delivered by express delivery service.

The board shall provide for a hearing to be held not later than the 15th day after receiving written notice from the employee requesting a hearing unless the parties agree in writing to a different date. The hearing shall be closed unless the employee requests an open hearing and shall be conducted in accordance with rules adopted by the board.

Education Code 21.207(a)

HEARING
OFFICER

The Board shall use the process described at Policy DFD.

Education Code 21.205, 21.207, 21.208

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

Education Code 21.207, 21.208

APPEALS

An employee aggrieved by a decision of the Board to nonrenew a term contract may appeal to the commissioner for a review of the Board's decision.

Education Code 21.209

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