

TERM CONTRACTS
TERMINATION MID-CONTRACT

DMAA
(LOCAL)

Grounds for
Dismissal

~~An employee may be terminated mid-contract for good cause as determined by the Board following a hearing held for that purpose in accordance with law.~~

~~The following constitute good cause for dismissal:~~

Any contract employee may be dismissed for good cause before the completion of the term date identified in his or her contract.

Reasons for
Termination

Good cause for dismissal includes, but is not limited to, the following:

1. Deficiencies ~~pointed out~~ documented in observation reports, appraisals or evaluations, supplemental memoranda, or other communications;
2. Neglect of duties and/or ~~F~~ failure to fulfill duties or responsibilities;
3. Incompetency or inefficiency in the performance of required or assigned duties;
4. Insubordination or failure to comply with official directives;
5. Failure to comply with Board policies or administrative regulations;
6. Physical violence, completed or attempted, of another on College District property;
7. Violation of established Board policies;
8. Offering or receiving money or other valuable consideration in exchange for altering student grades, a better job, or any advantage in working conditions;
9. Making fraudulent records;
10. Intentional or reckless damage or destruction of property of other employees, students, or the College District;
11. Bringing firearms, ammunition, explosives, or prohibited weapons on College District property except as expressly allowed under the laws of the State of Texas or College District policy;
12. The unlawful manufacture, delivery, possession, sale, or use of controlled substances on College District property or at a College District-sponsored event, and/or the manufacture,

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sale, use, or possession of alcoholic beverages or other intoxicants on College District property or at a College District-sponsored event;

13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on College District property, while working in the scope of the employee's duties, or while attending any College District or College District-sponsored activity, except as permitted under College District policies or otherwise specifically sanctioned by the College President or designee;
14. Organizing, encouraging, or participating in any activity that forcibly prevents the operation of the College District or the attendance of classes by any student;
15. Theft of College District property;
16. Misuse of College District resources for personal gain or benefit;
17. Reasons specified in individual employment contracts reflecting special conditions of employment;
18. Excessive absences;
19. Conducting personal business during ~~school work/duty hours~~scheduled work hours/duty assignments when it results in neglect of duties;
20. Failure to meet the College District's standards of professional conduct;
21. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony or any crime involving moral turpitude;
22. Conviction of a felony or any crime that involves moral turpitude or that is pertinent to the employee's fitness to perform his or her position.
- ~~22-23.~~ Failure to comply with reasonable College District requirements regarding advanced coursework or professional improvement and growth;
- ~~23-24.~~ Disability, not otherwise protected by law, which prevents the employee from performing the essential functions of the job;

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~~24-25.~~ Any activity, College District-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 College District;

~~25-26.~~ Failure to maintain an effective working relationship, or maintain good rapport, with students, the community, or colleagues;

~~26-27.~~ 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;

~~27-28.~~ Knowing or intentional misrepresentation of facts to a supervisor or other College District official in the conduct of College District business;

~~28-29.~~ Engaging in conduct that would tend to injure or impair the College District's interests, reputation, or operations;

~~29-30.~~ Engaging in conduct that is contrary to the mission and values of the College District or that is inconsistent with the employer/employee relationship; or

~~30-31.~~ Other good cause in accordance with the law.

Burden of Proof

**Administrative
Review for
Termination of
Contract**

~~The burden of proof shall be on the institution.~~

Before proceeding with a recommendation to terminate a contract, the employee's supervisors within the relevant chain of command shall review the grounds and evidence in support of the recommendation. If the proposal is based on an allegation of misconduct, the supervisors shall consider the nature and severity of the misconduct and the outcome of any investigation pertaining to the allegation. If the proposal is based on alleged deficiencies in the employee's performance, the supervisors shall consider the nature of the deficiency, and whether the employee received notice of the deficiency and had a reasonable opportunity to address the deficiency. The recommendation and any supporting documentation shall be reviewed by the Executive Director of Human Resources or designee to ensure compliance with Board policy and applicable law. The recommendation shall be submitted to the President or his or her designee. The President or designee shall determine whether to authorize the issuance of a notice of proposed termination.

**Notice of
Termination**

Before any contract employee is dismissed during the term of the contract, the employee shall be given reasonable notice in writing of the proposed action and the grounds, set out in sufficient detail

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**Requesting a
Hearing Before the
Board**

to fairly enable him or her to show any error that may exist.

The notice shall inform the affected employee of his or her right to a hearing under this policy. The notice of proposed termination shall be provided to the employee via hand delivery, electronic mail, or certified mail (return receipt requested).

If, upon written notification, a contract employee desires to contest the proposed recommendation to terminate his or her employment, he or she must submit a written request for a hearing before the Board. The request must be submitted to the Board Chair and College President within ten business days after receipt of the written notice. The request for a hearing must state the reasons the employee disagrees with administration's recommendation and include whether the employee is represented by counsel. The name, address and contact information of the employee's counsel must be included.

If no request for a hearing is made within ten business days after receipt of the notice, the College President or designee may recommend that the Board approve and implement the termination.

The hearing on the proposed termination shall be closed to the public unless the employee requests in writing that the hearing be held in public.

Hearing Procedures

The Board shall set the date, time, and location for the hearing and notify the affected employee and administration. The hearing shall be set on a date that affords the employee reasonable time to prepare an adequate defense.

The employee may employ counsel to represent him or her at the hearing at his or her own cost. The employee also has the right to hear the evidence upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence of innocence or extenuating circumstances.

Additional procedures shall be as follows:

1. The presiding officer may set reasonable time limits and guidelines for the hearing.
2. At least three business days prior to the hearing, the administration and the employee shall submit and identify in writing all of their proposed exhibits and the names of the witnesses they wish to call, along with the nature of their testimonies. The parties shall provide their exhibit and witness lists to each other and the Board's designated legal counsel.

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3. The Board shall make a record of the hearing either by tape recording or by court reporter. The College District shall bear the cost of creating a record of the hearing.
4. The administration bears the burden of proof by a preponderance of the evidence.
5. The Board Chair or his or her designee may permit breaks or recesses at his or her discretion.
6. The Board Chair or his or her designee, shall rule on objections.
7. Reasonable cross examination germane to the issues shall be permitted. The strict rules of evidence shall not apply, although all evidence should be relevant. The Board may impose time restrictions regarding the presentation of evidence and may exclude cumulative or duplicative testimony.
8. The hearing will begin with each party presenting opening statements. Administration will then present evidence supporting the termination. The employee shall have the right to cross examine the administration's witnesses. Then, the employee may present his or her defense (e.g., presenting documentary evidence and relevant witness testimony). The administration shall have the right to cross examine the employee's witnesses. After both parties have presented their evidence, Board members may ask questions to clarify points made by each side before the parties make their closing statements.
9. The deliberations of the Board shall be held in private.
10. The Board shall consider the findings of facts and the evidence presented during the hearing and determine the existence of good cause for termination. Such determination shall be based solely on the evidence presented in the hearing.
11. The Board will provide written notification of their determination to the employee within 10 business days.
12. The Board Chairman or designee shall submit a copy of the written determination and all documentary evidence from the hearing to the Human Resources Office.

Appeals

Appeals related to this policy may be submitted through DGBA(LOCAL) beginning at the appropriate level. Board decisions are final and may not be appealed.

**Faculty Members –
Grievance Filed
Under Education
Code 51.960**

A faculty member shall be given written notice prior to any recommendation by the College President to the Board that the faculty member be terminated for cause mid-contract under this policy. The written notice shall set forth the charges and the nature of the evidence giving rise to the proposed decision to terminate. A copy

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~~of that notice shall be promptly provided to the faculty member's division chair and dean, vice president of instruction, and director of human resources.~~

The faculty member may, upon the receipt of the written notice of intent to terminate employment, first present a grievance under Education Code 51.960 and this policy to the Executive Director of Human Resources on an issue related to the proposed dismissal. The faculty member must present a grievance to the Executive Director of Human Resources within ten business days after receiving notice of the proposed decision, or the College President may then proceed with making a recommendation of termination to the Board. In presenting a grievance, the faculty member must set forth in writing the basis of his or her disagreement with the proposed decision to terminate and the nature of supporting evidence. If the faculty member does not present a grievance to the Executive Director of Human Resources, the faculty member shall still be entitled to a hearing before the Board consistent with this policy.

Upon receipt of a grievance, the Executive Director of Human Resources shall:

1. Schedule a conference with the faculty member no earlier than four and no later than ten business days of receipt of the grievance;
2. Consider the entire written record, including the notice of intent to recommend termination, the faculty member's written response, and if the same or similar factual allegations arose in a grievance previously presented by the faculty member under DGBA_(LOCAL), the written record from those proceedings;
3. Respond to the grievance in writing within ten business days after the conference stating the Executive Director of Human Resources' recommendation as to the outcome of the grievance and setting forth the factual information and the conclusions on which the determination is based; and
4. Present such to both the faculty member and the College President. The Executive Director of Human Resources may have up to an additional ten business days to respond to the grievance if reasonably necessary under the circumstances.

The College President shall have ten business days to accept or reject the recommendation of the Executive Director of Human Resources and, ~~regardless of the director's recommendation~~, to

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make an independent decision as to whether to grant or deny ~~re-~~
~~commend~~ the faculty member's ~~termination to the Board~~ appeal.
The College President, shall and to notify the faculty member of
that decision in writing with an explanation of the factual infor-
mation and the conclusions therefrom on which the College Presi-
dent's determination is based.

~~If the College President recommends to the Board that the faculty
member's contract be terminated pursuant to this policy, the faculty
member may then present his or her grievance to the Board under
the procedures described at Level Four in DGBA(LOCAL). The
provisions in DGBA(LOCAL) shall also control notice to and the
provision of the written record to the Board, notice to the faculty
member of the Board's meeting, the presentation of a complaint at
a Board meeting, any hearing by the Board or its designee, and
whether the hearing is to be open or closed.~~

If the faculty member disagrees with the College President's deci-
sion, the faculty member may present his or her grievance to the
Board under the procedures described above.

TERM CONTRACTS
NONRENEWAL

DMAB
(LOCAL)

Nonrenewal

~~An employee may be nonrenewed by the Board at the end of the employee's contract term on the recommendation of the College President. The employee may be nonrenewed for any reason or no reason provided that the decision shall not be based on the employee's exercise of rights guaranteed by law or be based unlawfully on the employee's race, color, religion, sex, national origin, disability, or age.~~

~~A non-faculty employee may request an appearance before the Board providing that a request for such appearance is made in writing to the College President within ten days of the employee's receipt of the letter of nonrenewal. The College President shall notify such employee of the date of the appearance and the procedures to be followed. Notice shall be given at least ten days prior to the scheduled appearance.~~

An employee's contract expires at the end of the contract term.

The College District is not obligated to renew any employee contract. The College District may allow the contract of any full-time employee to expire by its own terms and may choose not to offer further employment for any reason or no reason, provided the decision does not violate laws regarding discrimination or other protected rights. Good cause is not required for nonrenewal of an employee's contract. Such decision shall be at the sole discretion of the College District and shall be exercised if, in its sole judgment, the best interest of the College District will be served by such non-renewal.

**Notice of
Nonrenewal**

Each employee whose contract will not be renewed shall be notified in writing by the College President, or designee, of the College District's intent not to offer the employee a contract for the upcoming academic year at least 15 business days before the expiration of the current contract term.

The written notice of nonrenewal will inform the employee that he/she has the right to grieve issues related to the nonrenewal of his/her contract.

The notice of nonrenewal shall be provided to the employee via hand delivery, electronic mail, or certified mail (return receipt requested).

**Appeals Procedure
for All Contractual
Employees**

Appeals related to ~~this policy~~ a notice of nonrenewal may be submitted through the employee grievance process outlined in DGBA(LOCAL) beginning at the appropriate level.

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Faculty Members =
Grievance Under
Education Code
51.960

If no grievance or hearing request is timely received, the nonrenewal is effective at the end of the contract term. If an appeal is timely filed, the employee will not receive a new contract, and has no expectation of continued employment, unless and until the employee prevails on their appeal.

~~A faculty member shall be given written notice prior to any recommendation by the College President to the Board that the faculty member be nonrenewed under this policy. The written notice shall set forth the charges and the nature of the evidence giving rise to the proposed decision to nonrenew. A copy of that notice shall be promptly provided to the faculty member's division chair and dean, vice president of instruction, and director of human resources.~~

The faculty member may, upon the receipt of the written notice of intent to nonrenew, first present a grievance under Education Code 51.960 and this policy to the ~~d~~Executive Director of ~~h~~Human ~~R~~Resources on an issue related to the proposed nonrenewal. The faculty member ~~shall~~must present a grievance to the Executive Director of ~~h~~Human ~~R~~Resources within ten business days after receiving notice of the proposed decision, ~~or the College President may then proceed with making a recommendation of nonrenewal to the Board.~~ In presenting a grievance, the faculty member must set forth in writing the basis of his or her disagreement with the proposed decision to nonrenew and the nature of supporting evidence. ~~If the faculty member does not present a grievance to the director of human resources, the faculty member shall still be entitled to a hearing before the Board consistent with this policy.~~

~~When the grievance is presented to the director of human resources for review and consideration, that individual shall:~~ Upon receipt of a grievance, the Executive Director of Human Resources shall:

1. Schedule a conference with the faculty member no earlier than four and no later than ten business days of receipt of the grievance;
2. Consider the entire written record, including the notice of intent to ~~recommend~~ nonrenewal, the faculty member's written response, and if the same or similar factual allegations arose in a grievance previously presented by the faculty member under DGBA (LOCAL), the written record from those proceedings;
3. Respond to the grievance in writing within ten business days after the conference stating the ~~Executive~~Executive Director of ~~h~~Human ~~R~~Resource's recommendation as to the outcome of the

grievance and setting forth the factual information and the conclusions on which the determination is based; and

4. Present such to both the faculty member and the College President. The Executive Director of Human Resources may have up to an additional ten business days to respond to the grievance if reasonably necessary under the circumstances.

The College President shall have ten business days to accept or reject the recommendation of the Executive Director of Human Resources and, ~~regardless of the director's recommendation,~~ to make an independent decision as to whether to recommend grant or deny the faculty member's appeal. ~~nonrenewal to the Board, and to The College President shall~~ notify the faculty member of that decision in writing with an explanation of the factual information and the conclusions therefrom on which the College President's determination is based.

~~If the College President recommends to the Board that the faculty member's contract be nonrenewed pursuant to this policy, the faculty member may then present his or her grievance to the Board under the procedures described at Level Four in DGBA(LOCAL). The provisions in DGBA(LOCAL) shall also control notice to and the provision of the written record to the Board, notice to the faculty member of the Board meeting, the presentation of a complaint at a Board meeting, any hearing by the Board or designee, and whether the hearing is to be open or closed.~~

If the faculty member disagrees with the College President's decision, the faculty member may appeal the decision to the Board pursuant to DGBA (Local).

If the faculty member does not present a grievance to the Executive Director of Human Resources, the faculty member shall still be entitled to request a hearing before the Board consistent with this policy. The faculty member may present a timely filed grievance to the Board under the procedures described in DGBA (Local).