Note: *This policy applies only to employees whose contracts are not governed by Chapter 21 of the Education Code.*

WRITTEN CONTRACT—NON-EDUCATOR

A contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract. *Perry v. Sindermann, 408 U.S. 593 (1972); Bd. of Regents of State Colleges v. Roth, 408 U.S. 564 (1972)*

TERMINATION

END OF CONTRACT

The Board may decide by vote or inaction not to offer any employee on a contract not governed by Chapter 21 of the Education Code further employment with the District beyond the term of the contract for any reason or no reason. *Perry v. Sindermann, 408 U.S. 593 (1972); Bd. of Regents of State Colleges v. Roth, 408 U.S. 564 (1972)*

MIDCONTRACT

An employee may be dismissed for good cause before the completion of the term fixed in his or her contract.

PROCEDURE

Before any employee on a contract not governed by Chapter 21 of the Education Code is dismissed, the employee 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.

Ferguson v. Thomas, 430 F.2d 852 (5th Cir. 1970)

HEARING

The Board may conduct the hearing in open session or in closed session unless the employee requests a public hearing, in which case the hearing shall be open to the public. *Gov't Code 551.074*

SUSPENSION

The employee may be suspended with pay pending the outcome of the dismissal hearing. *Moore v. Knowles, 512 F.2d 72 (5th Cir. 1975)*

The employee may be suspended without pay, so long as the suspension is temporary, and the employee receives a due process hearing. *Gilbert v. Homar, 524 U.S. 924 (1997)*