

CHIEF EXECUTIVE OFFICER
TERMINATION OF EMPLOYMENT

BFC
(LEGAL)

Dismissal	<p>The chief executive officer may be dismissed for good cause before the completion of the term fixed in the contract.</p>
Notice	<p>Before the chief executive officer is dismissed, the chief executive officer shall be given reasonable notice in writing of the proposed action and the grounds, set out in sufficient detail to fairly enable him or her to show any error that may exist.</p>
Hearing	<p>If, upon written notification, the chief executive officer desires to be heard and contest the proposed action of the board, the chief executive officer shall give the board written notice. The hearing shall be set on a date that affords the chief executive officer reasonable time to prepare an adequate defense.</p> <p><u>Cleveland Bd. of Educ. v. Loudermill</u>, 470 U.S. 532 (1985); <u>Ferguson v. Thomas</u>, 430 F.2d 852 (5th Cir. 1970); <u>Bexar Cty. Sheriff's Civ. Serv. v. Davis</u>, 802 S.W.2d 659 (Tex. 1990)</p> <p>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. <i>Gov't Code 551.074</i></p> <p>At the hearing before the board, the chief executive officer may employ counsel. The chief executive officer 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. Prior to dismissal, the board shall determine the existence of the good cause for termination. Such determination shall be based solely on the evidence presented in the hearing. <u>Ferguson v. Thomas</u>, 430 F.2d 852 (5th Cir. 1970)</p>
Suspension	<p>The chief executive officer may be suspended with pay pending the outcome of the dismissal hearing. <u>Moore v. Knowles</u>, 482 F.2d 1069 (5th Cir. 1973)</p>
Nonrenewal	<p>The board of trustees may decide by vote or inaction not to offer the chief executive officer further employment with the college district beyond the term of the contract for any reason or no reason. <u>Perry v. Sindermann</u>, 408 U.S. 593 (1972); <u>Board of Regents of State Colls. v. Roth</u>, 408 U.S. 564 (1972)</p>