

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal to the Board in accordance with DGBA(LOCAL).

**Employment
Agreements**

Any professional employee or other employee who is not eligible for a probationary contract or a term contract under DCA(LOCAL) or DCB(LOCAL) and with whom the District desires to establish a mutually binding agreement for a specific period of time shall be employed under an employment agreement.

The Superintendent has the authority to employ persons under an employment agreement and to dismiss persons in accordance with this policy. The Superintendent shall report new hires and dismissals to the Board within a month of the decision.

Positions subject to employment by an employment agreement include:

1. Professional employees in positions requiring certification who are not eligible for a probationary or a term contract; and
2. Principals, classroom teachers, librarians, school counselors, or school nurses employed after October 1. [See DCA(LOCAL)]

Resignation

An employee may resign during the term of an employment agreement by providing at least 45 days' written notice to the Superintendent. Release during the term of an employment agreement under any other circumstance shall require the Superintendent's approval and ordinarily shall not be approved unless a suitable replacement can be found.

An employee who has returned a signed employment agreement may resign before the beginning date of the agreement by providing a written resignation to the Superintendent at least 45 days before the beginning date specified in the agreement.

Dismissal

The Superintendent may dismiss an employee during the term of an employment agreement by providing 45 days' written notice to the employee that the agreement will terminate in 45 days.

The Superintendent may dismiss an employee during the term of the agreement without 45 days' notice by providing notice and a hearing, as described below.

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

Notice	<p>The Superintendent shall give the employee ten days' written notice of the intention to terminate the agreement, including a statement of the reason for the action and an explanation of the District's evidence in enough detail for the employee to show any errors that may exist.</p>
Hearing	<p>The employee may request a hearing before the Superintendent by making a written request to the Superintendent within seven days of receipt of the notice. The Superintendent shall conduct the requested hearing within ten days of receiving the request. If the employee does not timely request a hearing, the Superintendent shall notify the employee in writing that employment is terminated.</p> <p>At the hearing, the employee has the right to be represented by a person of the employee's choice, hear the reasons supporting the cause for the proposed action, ask questions about those reasons, and present evidence in support of the contention that he or she should not be dismissed or suspended without pay.</p> <p>The Superintendent or designee's decision shall be based on the evidence presented at the hearing and shall be effective when it is announced to the employee.</p>
Suspension without Pay	<p>The Superintendent may suspend an employee without pay for a definite period by following the procedure for dismissal, except that the employee shall receive five days' written notice of the intended action and shall have three days to request a hearing, which shall be held within five days after the request is received.</p>
Suspension with Pay	<p>An employee may be suspended with pay from the date of the notice of intent to terminate or suspend without pay until the date of the Superintendent's final action on the matter.</p>