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**Note:** The provisions of this policy apply only to employees hired by the Executive Director.

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**Filling Vacancies**

The Executive Director or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. In accordance with administrative guidelines, current ESC employees are eligible to apply for any vacancy for which they are qualified.

**Applications**

All applicants shall submit a completed application form supplied by the ESC and/or a resume. Information in applications or resumes shall be verified before hiring or as soon as possible thereafter.

[For information related to the evaluation of criminal history records, see DBAA.]

**Criminal History Record**

The ESC shall obtain criminal history record information on a person the ESC intends to employ and routinely on current employees.

**Selection of Personnel**

The Executive Director has authority to employ and dismiss at-will employees and to employ and recommend dismissal of contractual employees.

Except for employees specifically hired under a written contract, all employees of the ESC shall be hired on an at-will basis.

Assignment

All personnel are employed subject to assignment and reassignment by the Executive Director or designee.

Work Schedules

The workweek and daily time schedules shall be determined by the Executive Director or designee.

Supplemental Duties

Assigned supplemental duties for which supplemental pay is received may be modified or discontinued by the ESC at any time. An employee who wishes to relinquish a paid supplemental duty may do so only with the consent of the Executive Director or designee. Paid supplemental duties are not part of the ESC's obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

**Suspension**

The Executive Director may suspend an employee during an investigation of alleged misconduct by the employee or at any time the Executive Director determines that the ESC's best interests will be served by the suspension. Suspension of at-will employees may be with or without pay; suspension of contractual employees shall be

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	with pay, unless the ESC provides appropriate due process as detailed below.
<b>Dismissal of At-Will Employees</b>	The Executive Director may dismiss an at-will employee at any time for any reason not prohibited by law or for no reason.
Appeal	A dismissed at-will employee may request to be heard by the Board in accordance with DGBA(LOCAL).
<b>Dismissal of Contractual Employees</b>	On the recommendation of the Executive Director, the Board or its designee may dismiss or suspend without pay a contractual employee during the term of the contract for good cause as determined by the Board or its designee, in accordance with provisions in the contract and after an opportunity for appropriate due process.
<i>Request for Hearing</i>	After receiving notice of the Board or its designee's intent to dismiss or suspend the employee without pay, the employee may request, in writing to the Executive Director and within 15 days of the notice, a hearing before the Board.
<i>Hearing</i>	The hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Executive Director, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The employee and the Executive Director may each be represented by a representative of each party's choice. Notice including the name of the representative shall be given at least five days in advance of the hearing by each party intending to be represented. Failure to give such notice may result in postponement of the hearing.
<i>Hearing Procedure</i>	The conduct of the hearing shall be under the Board Chair's control and shall generally follow the steps listed below: <ol style="list-style-type: none"><li>1. The hearing shall begin with the Executive Director's presentation, supported by such proof as he or she desires to offer.</li><li>2. The employee may cross-examine any witnesses for the Executive Director.</li><li>3. The employee may then present such testimonial or document proof, as desired, to offer in rebuttal or general support of the contention that the contract be sustained.</li><li>4. The Executive Director may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.</li><li>5. Closing arguments may be made by each party.</li></ol>

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A record of the hearing shall be made so that a certified transcript can be prepared, if required.

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, the Board shall determine if the reason or reasons given in support of the dismissal are lawful, have been proved by a preponderance of the evidence, and are not arbitrary or capricious. The Board shall notify the employee of its decision not later than the 15th day after the conclusion of the hearing.

**At End of Contract** The Board or its designee may dismiss a contractual employee at the end of the contract for any reason not prohibited by law, or for no reason.

*Appeal* The employee may request to be heard by the Board in accordance with DGBA(LOCAL).

**Resignation** All employee resignations shall be submitted in writing to the Executive Director, who shall have authority to accept employee resignations. The employee shall give reasonable notice of the intent to resign. Once submitted and accepted, a resignation may not be withdrawn without the consent of the Executive Director.

**Employment Assistance Prohibited** No ESC employee, contractor, or agent, or ESC shall assist a school employee in obtaining a new job if the individual or ESC knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CHF for prohibition relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics]

**Reduction in Force** Definitions are used in this policy as follows:

- Definitions
1. "Reduction in force" means dismissal of a contract employee before the end of a contract term for reasons of financial exigency or program change. Release or reassignment at the end of a contract term is not a reduction in force as used in this policy.
  2. "Financial exigency" means any decline in the financial resources of the ESC based on available funding or any other actions or events that create a need for the Board to reduce financial expenditures for personnel.
  3. "Program change" means any elimination, curtailment, or reorganization of an ESC program or activity because of a change by the legislature or the Board in either ESC organization or ESC priorities.

EMPLOYMENT PRACTICES

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(LOCAL)

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General Grounds for Dismissal	A reduction in force may take place when the Board determines that a financial exigency or program change requires that the contract of one or more contract employees be terminated. Such a determination constitutes the necessary cause for dismissal.
Board Determination	When a reduction in force is to be implemented, the Executive Director may assist the Board by making recommendations to the Board regarding which employment areas will be affected.
Employment Areas	A reduction in force may be implemented in one, several, or all employment areas. Employment areas are shown in the non-prioritized list of job classifications for the ESC.
Criteria for Decisions	Using the following criteria, the Executive Director shall determine which particular employees shall be dismissed and shall submit his or her recommendations to the Board. The following criteria shall be applied by the Executive Director until the number of staff to be reduced has been identified: <ol style="list-style-type: none"><li>1. Critical positions: Identify positions that are critical to carry out the necessary business of the ESC.</li><li>2. Performance: Employee's effectiveness as reflected by performance.</li><li>3. Professional background or qualifications: Professional education and work experience related to the current assignment as well as abilities and/or certification in multiple areas.</li></ol>
Board Action	After considering the Executive Director's recommendation, the Board shall determine which employees shall be dismissed. Each employee shall be given a statement of the reason(s) requiring dismissal and shall, upon request, be given a hearing in accordance with this policy when an employee is terminated during a contract term.
Appeals	Appeals of a dismissal because of reduction in force shall be handled through the hearing afforded when an employee is terminated during a contract term.
Rights of Employees Subject to Reduction in Force	Any employee dismissed pursuant to this policy who is subsequently reemployed by the ESC shall be credited with the amount of sick leave that had accrued at the time of dismissal.
<b>Notice to Parent of Educator Misconduct</b>	An ESC shall notify a parent of a student with whom an educator is alleged to have engaged in misconduct, informing the parent: <ol style="list-style-type: none"><li>1. As soon as feasible that the alleged misconduct may have occurred;</li></ol>

2. Whether the educator was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the State Board for Educator Certification (SBEC) concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an educator's alleged abuse or commission of an otherwise unlawful act with the student or involvement in a romantic relationship, or soliciting or engaging in sexual contact with the student. [See DC(LEGAL)]