

**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 may be employed under an employment agreement.

The Superintendent has authority to employ persons under an employment agreement in accordance with this policy. The Superintendent shall report new hires to the Board.

Positions subject to employment by an employment agreement may include:

1. Professional employees in positions who are not eligible for a probationary or a term contract;
2. Classroom teachers, librarians, counselors, or school nurses employed after completion of the 97th teacher workday in a school year; and
3. Other professional employees who are required by the District to hold an educator certificate as a teacher, principal, librarian, counselor, or diagnostician and are employed after the 97th teacher workday in a school year.

**Resignation**

An employee may resign during the term of an employment agreement only with the consent of the Board or designee. In considering approval of a resignation during the contract term, the District may consider whether 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 calendar days before the beginning date specified in the agreement.

**Dismissal**

An employee may be dismissed during the term of the employment agreement after providing notice and a hearing, if requested, as described below.

**Notice**

The Superintendent shall give the employee written notice of the intention to terminate the employment agreement in accordance with DCE(LEGAL).

**Hearing**

The employee may request a hearing before the Board by making a written request to the Superintendent within ten calendar days of receipt of the notice. Upon timely request, the Board shall conduct a hearing within 15 calendar days of receiving the request, unless otherwise agreed by the parties. If the employee does not timely request a hearing, the Superintendent shall notify the employee in writing that employment is terminated.

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.

The Board's decision shall be based on the evidence presented at the hearing and shall be effective when it is announced to the employee.

**Suspension Without Pay**

An employee may be suspended without pay for a definite period by following the procedure for dismissal described above.

**Suspension with Pay**

An employee may be suspended with pay at any time during the term of the employment agreement.