

EMPLOYMENT PRACTICES:  
PROBATIONARY CONTRACTS

DCA  
(LOCAL)

REQUIRED  
PROBATIONARY  
PERIOD

Unless limited to a single full-year probationary contract based on years of experience before District employment, all professional employees in positions eligible to receive a probationary contract must complete at least three complete one-year probationary contracts before they are eligible to receive a term contract.

LATE HIRES

Professional employees in positions eligible to receive a probationary contract who are hired after the first day of instruction but not later than \_\_\_\_\_ will receive a probationary contract; however, no portion of service under that contract will fulfill any portion of a probationary contract period required as a prerequisite to the issuance of a term contract. Professional employees in positions eligible to receive a probationary contract who are hired after that date will be initially employed by Employment Agreement. (See DCE)

ELIGIBLE  
POSITIONS

As of the effective date of this policy, \_\_\_\_\_, the Board shall employ under probationary contracts only the following categories of professional employees:

1. Classroom teachers, i.e., those educators who teach in an academic instructional setting or a career and technology instructional setting not less than an average of four hours each day.
2. Principals, i.e., those educators assigned to be the instructional leader of a campus.
3. Librarians, i.e., those educators assigned as full-time librarians to one or more campuses.
4. Counselors, i.e., those educators assigned as full-time counselors to one or more campuses.
5. Nurses, i.e., those registered nurses assigned as full-time nurses to one or more campuses.

TRANSITION

Employees assigned or employed in categories or positions other than those listed above and who are employed under a probationary contract on the effective date of this policy may be affected as follows:

1. Employees who, because of their years of experience in public education, are limited to a one-year probationary period and who are otherwise recommended to continue in employment shall receive a term contract for the following school year.
2. Employees who are serving a third one-year probationary contract, about whom there are no doubts regarding receipt of a term contract, and who are otherwise recommended to continue in employment shall receive a term contract for the following school year.
3. Employees who, because of their years of experience in public education, would have been eligible under prior policy to be employed under probationary contracts for more than one year prior to the adoption of this policy and who are otherwise recommended to continue in District employment for the following school year shall be terminated from the probationary contract at the end of current contract period, in accordance with Education Code 21.103(a), and shall be offered employment under an Employment Agreement. [See DCE(LOCAL)].

EMPLOYMENT PRACTICES:  
TERM CONTRACTS

DCB  
(LOCAL)

ELIGIBLE  
POSITIONS

As of the effective date of this policy, \_\_\_\_\_, the Board shall employ under term contracts only the following categories of employees:

1. Classroom teachers, i.e., those educators who teach in an academic instructional setting or a career and technology instructional setting not less than an average of four hours each day.
2. Principals, i.e., those educators assigned to be the instructional leader of a campus.
3. Librarians, i.e., those educators assigned as full-time librarians to one or more campuses.
4. Counselors, i.e., those educators assigned as full-time counselors to one or more campuses.
5. Nurses, i.e., those registered nurses assigned as full-time nurses to one or more campuses.
6. Employees designated as eligible to receive a term contract under the TRANSITION provisions of this policy or DCA (LOCAL).

TRANSITION

Those term contract employees who are assigned or employed in categories or positions other than those listed in items 1-5 above on the effective date of this policy and who are otherwise recommended to continue in District employment shall continue to be eligible to receive a term contract. All term contracts remain subject to nonrenewal in accordance with the requirements of DFBB (LEGAL) and DFBB (LOCAL).

At an employee's option, s/he may timely resign from a term contract and accept employment under an Employment Agreement, as provided in DCE (LOCAL).

EMPLOYMENT PRACTICES:  
SEMESTER OR ANNUAL EMPLOYMENT

DCE  
(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 Board desires to establish a mutually binding agreement for a specific period of time shall be employed under an Employment Agreement. 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.
2. Athletic Director.
3. Business Manager.
4. Directors of support services areas, such as transportation, food service, and maintenance/custodial.
5. Classroom teachers, librarians, counselors, or school nurses employed after \_\_\_\_\_ *[the same date that is in DCA (LOCAL)]*.

RESIGNATION

An employee may resign during the term of an Employment Agreement by providing at least 60 days written notice to the Superintendent. Release during the term of an Employment Agreement under any other circumstance shall require Board 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 Board may dismiss an employee during the term of an Employment Agreement by providing 60 days written notice to the employee that the Agreement will terminate in 60 days.

The Board may dismiss an employee during the term of the Agreement without 60 days notice, by providing notice and a hearing, as described below.

NOTICE

The Superintendent, after consulting with the Board, shall give the employee 10 days written notice of the Board's intention to terminate the agreement, including a statement of the cause for the action and an explanation of the District's evidence, in enough detail for the employee to show any errors that may exist.

HEARING

The employee may request a hearing before the Board by making a written request to the Superintendent within seven days of receipt of the notice. The Board shall conduct a requested hearing within 15 days of receiving the request. If the employee does not timely request a hearing, the Board shall take the appropriate action and shall notify the employee in writing of that action within seven days.

At a hearing, the employee has the right to be represented by a person of the employee's choice, hear the evidence supporting the cause for termination or suspension without pay, cross-examine adverse witnesses, and

EMPLOYMENT PRACTICES:  
SEMESTER OR ANNUAL EMPLOYMENT

DCE  
(LOCAL)

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. In addition, the Board shall notify the employee in writing of its decision within seven days.

SUSPENSION  
WITHOUT PAY

The Board may suspend an employee without pay for a definite period by following the procedure for dismissal, except that the employee will receive five days written notice of the intended action and has three days to request a hearing, which will be held within 10 days after a request is received.

SUSPENSION WITH  
PAY

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 Board's final action on the matter.