

Emery County School District



Policy: GCQ—Professional Staff Orderly Dismissal

Date Adopted: 3 August 1988
Current Review / Revision: 18 June 2013

Definitions

1. *"Contract Term"* or *"Term of Employment"* means the period of time an employee is engaged by the School District under a contract of employment whether oral or written.
2. *"Dismissal"* or *"Termination"* means:
 - a. Any termination of the status of employment of an employee;
 - b. Failure to renew the employment contract of an employee who, pursuant to the employment practices of the School District, has a reasonable expectation of continued employment in successive years;
 - c. Reduction in salary of an employee not generally applied to all employees of the same category in the employ of the School District during such employee's contract term;
 - d. Change of assignment of an employee with an accompanying reduction in pay, unless such assignment change and salary reduction is agreed to in writing.
3. *"Employee"* means a career or provisional employee of the School District, but does not include:
 - a. The Superintendent
 - b. The Business Administrator
 - c. A temporary employee
 - d. An at-will employee
4. *"Career Employee"* means an employee of the School District who has reasonable expectation of continued employment as defined in district policies GCJ and GDI.
5. *"Provisional Employee"* means an employee of the School District who has not obtained career status with the District as defined in District policies GCJ and GDI.
6. *"Probationary Employee"* means an employee who has been placed on intensive assistance (probation) as defined in this policy and in the district evaluation procedures.
7. *"Temporary Employee"* Means an employee who works for the District for a time-limited period or as a substitute employee and has no expectation of continued employment.

8. *"At-Will Employee"* means an employee who works for the district less than half-time during their contract term or term of employment and have no expectation of continued employment.
9. *"Insubordination"* means willful disobedience, by a school district employee, of a District or school policy or a reasonable request or directive of an administrator or supervisor, or an intentional display of disrespect toward a school or district administrator, supervisor or board member, while acting in their capacity as an administrator, supervisor or board member.

Grounds for Non-Renewal or Termination

Grounds for non-renewal or termination include: neglect of employment obligations, in-competency, unprofessional conduct, wanton carelessness or neglect, inability to perform the essential functions of the job - with or without accommodations, employment elsewhere during working hours, failure to report to work without legitimate reason, immoral conduct, breaching confidentiality, dishonesty, insubordination, conviction of a job-related felony, conduct on school premises or with students which violate the criminal laws of the State of Utah, or which demonstrates moral turpitude, etc.

An employee who has been dismissed for any of the above reasons will be ineligible for re-employment. Any person terminated through dismissal for any of the above reasons will forfeit all accrued rights and privileges, including leave entitlement and vacations.

At-Will and Temporary Employees

At-will or temporary employees may be terminated at any time and have no expectation of continued employment.

Non-Renewal of Provisional Employees

All contracts during the provisional period shall be on an annual basis. The District is not required to provide a cause for not offering a contract to a provisional employee. The provisional employee, however, may presume that he/she will be re-employed for successive years unless otherwise notified in writing at least 60 days prior to the end of the contract school year during the qualifying years of employment.

Non-Renewal or Termination of a Career Employee's Contract for Unsatisfactory Performance

- 1) If the District intends to not renew a career employee's contract for unsatisfactory performance or terminate a career employee's contract during the contract term for unsatisfactory performance, the District shall:
 - a) Provide and discuss with the career employee written documentation clearly identifying the deficiencies in performance.
 - b) Provide written notice that the career employees contract is subject to nonrenewal or termination if, upon a reevaluation of the career employee's performance, the career employee's performance is determined to be unsatisfactory.
 - c) Develop and implement a plan of assistance to allow the career employee an opportunity to improve performance.
 - d) Reevaluate the career employee's performance to monitor improvement efforts.

- e) If the career employee's performance remains unsatisfactory, the district shall give notice of intent not to renew or to terminate the career employee's contract in accordance with 53G-11-513.
- 2) The period of time for completing a plan of assistance:
- a) May not exceed 120 school days, except as described in (e) below;
 - b) May continue into the next school year;
 - c) Should be sufficient to successfully complete the plan of assistance;
 - d) Shall begin when the career employee receives the written notice that they are being placed on Intensive Assistance and end when the determination is made that the career employee has successfully remediated the deficiency or notice of intent not to renew or to terminate the career employee's contract in accordance with this policy.
- e) The period of time for completing a plan of assistance may extend beyond the 120 school days if:
- 1. a career employee is on leave from work during the period the plan of assistance is scheduled to be implemented; and
 - 2. the leave is specifically approved by the Board of Education.
- 3) If upon a reevaluation of the career employee's performance, the District determines the career employee's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency, the career employee's performance is determined to be unsatisfactory, the District may elect to not renew or terminate the career employee's contract. If the District intends to not renew or to terminate a career employee's contract, the District shall:
- a) provide written documentation of the career employee's deficiencies in performance; and
 - b) give notice of intent to not renew or to terminate the career employee's contract in accordance with dismissal procedures outline in this policy.

Nonrenewal or Termination Procedures

- 1) If the District intends to not renew or discontinue a career employee's contract or to terminate a career employee or provisional employee's contract during the contract term:
 - a) The District shall give written notice of the intent to the employee;
 - b) The notice shall be served by personal delivery or by certified mail addressed to the employee's last known address as shown on the records of the district;
 - c) The District shall give notice at least 30 days prior to the proposed date of termination;
 - d) The notice shall give the date of termination and detailed reasons for termination;

- e) The notice shall advise the employee that he/she has a right to a fair hearing And that the hearing is waived if it is not requested within 15 days after the notice or termination was either personally delivered or mailed to the employee's last known address as shown on the records of the district; and
 - f) Failure of the employee to request a hearing in accordance with the hearing procedures set forth in the notice constitutes a waiver of that right and the District may proceed with termination without further notice.
- 2) Employees being terminated may, at the discretion of the district, be placed on administrative leave, pending a hearing, if continued employment of the individual may be harmful to students or to the District.
- a) Employees may be placed on administrative leave without pay if the District determines, through investigation and talking with the employee that it is more likely than not that the allegations against the employee are true.
 - b) If termination is not subsequently ordered, the employee shall receive back pay for the period of contract time the employee was on administrative leave without pay.

Appeal Process

- 1) Within fifteen (15) days after receiving notice of non-renewal of a career employee or termination of a career or provisional employee's contract during the contract term, the employee may request a hearing before the Board of Education. If the employee requests a hearing, a time and place for the hearing shall be established by the Superintendent, and the employee shall be given notice thereof. The hearing may be scheduled in conjunction with a regularly scheduled board meeting. The presiding officer of the Board shall direct the hearing. The employee is entitled to have legal counsel, to produce witnesses, to hear testimony against the employee, to cross-examine witnesses, and to examine documentary evidence.
- 2) Within ten (10) days after the hearing, the employee shall receive the decision of the Board. Such notice shall be in writing and be signed by the presiding officer of the Board and the Business Administrator.
- 3) The decision of the Board of Education shall be final but does not limit the right of the board or the employee to appeal to an appropriate court of law.

Necessary Staff Reduction (53G-11-516)

- 1) Nothing in this policy or Utah Code prevents staff reduction if necessary to reduce the number of employees because of the following:
 - a) declining student enrollments in the district;
 - b) the discontinuance or substantial reduction of a particular service or program;
 - c) the shortage of anticipated revenue after the budget has been adopted; or
 - d) school consolidation.

- 2) The school district may not utilize a last-hired, first-fired layoff policy when terminating school district employees.
- 3) The school district may consider the following factors when terminating a school district employee:
 - a) the results of an employee's performance evaluation; and
 - b) a school's personnel needs.