

# Emery County School District



## Policy: GDQ—Support Staff Orderly Dismissal

Date Adopted: 3 August 1988  
Current Review / Revision: 15 July 2009

### Definitions

- 1) "*Annual Employment Period*" means the period of time an employee is engaged by the School District in an agreement 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 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 annual employment period;
  - 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) "*Career Employee*" means an employee of the School District who has reasonable expectation of continued employment.
- 4) "*Provisional Employee*" means an employee of the School District who has completed less than the years necessary to become a career employee.
- 5) "*Probationary Employee*" means an employee who has been placed on intensive assistance (probation) as defined in policy and in the District evaluation procedures.
- 6) "*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.
- 7) "*At-will Employee*" means an employee who works for the District 29.5 hours a week or less during their annual employment period and has no expectation of continued employment.
- 8) "*Insubordination*" means willful disobedience by an employee, related to a District or school policy or a reasonable request or directive of a supervisor.

## **Grounds for Nonrenewal or Termination**

Grounds for nonrenewal 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 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.

## **Provisional Employees**

Employment during the provisional period shall be on an annual basis. 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 annual employment period during the qualifying years of employment.

## **Non-Renewal of Career Employees**

The employment of a career employee shall be non-renewed only in the following manner:

- 1) Where there is evidence, through a formal evaluation, of failure in his/her regular work, the employee shall be given a written notice at least ninety (90) days prior to the end of the annual employment period, stating clearly his/her deficiencies, and shall be placed on probation. This notice must be in writing, dated, and shall be given to the employee by the employee's immediate supervisor or superintendent, or designee. This notice shall state the reasons for non-renewal and shall offer assistance to correct deficiencies, including informal conferences and the services of school personnel within the District. As part of the corrective program, the employee in question shall have input on the personnel that are to give assistance.
- 2) The District shall notify a career employee, at least 30 days prior to issuing a notice of intent not to renew or continue employment beyond the then-current annual employment period, that continued employment is in question, and the reasons for the anticipated non-renewal or discontinuance.
- 3) If the District intends to discontinue a career employee's employment beyond the then current annual employment period for reasons of unsatisfactory performance, the unsatisfactory performance must be documented in at least two evaluations conducted at any time within the preceding three years.
- 4) Notice of intent not to renew a career employee's employment beyond the then current annual employment period shall be given the individual at least thirty (30) days before the end of the annual employment period. The notice, in writing, shall be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's employment will not be renewed for an ensuing term and the reasons for non-renewal.

## **Termination During the Annual Employment Period**

If the District intends to terminate a career or provisional employee's employment during the annual employment period:

- 1) The District shall give written notice of the intent to the employee;
- 2) The notice shall be served by personal delivery or by certified mail addressed to the individual's last known address;
- 3) Except as provided under # 2 above, the district shall give notice at least 15 days prior to the proposed date of termination;
- 4) The notice shall give the date of termination and detailed reasons for termination; and
- 5) The notice shall advise the employee that he/she has a right to a fair hearing; and
- 6) Failure of the employee to request a hearing in accordance with the hearing procedures outlined in the policy constitutes a waiver of that right and the district may proceed with termination without further notice.

If the District intends to terminate a career employee's employment during its term for reasons of unsatisfactory performance, the unsatisfactory performance must be documented in at least two evaluations conducted at any time within the preceding three years.

An employee may be placed on administrative leave with or without pay by the Board or the Superintendent, pending a hearing, when it appears that the continued employment of that employee may be harmful to students or to the District.

## **Appeal Process**

- 1) Within ten (10) days after receiving notice of non-renewal or termination, the employee may request a hearing before the Board of Education. If the employee elects 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 five (5) 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.