

ORDERLY TERMINATION OF EMPLOYEES

Purpose:

It is the policy of Nebo School District Board of Education to assist employees in adjusting to their positions and in performing their duties satisfactorily. Every reasonable effort shall be made to avoid the necessity of dismissing employees at any level. This policy establishes standards and procedures which define and protect the rights of employees with respect to suspension and termination of employment. Procedures for termination of employees will comply with Utah Code, Section 53A-8-101 et. Seq. The above referenced sections of the Utah Code are hereby incorporated as a part of this policy by this reference.

The orderly termination procedures provided for hereafter shall not be applicable to provisional employees, except with respect to termination during the contract term. The orderly termination procedures also shall not be applicable to temporary employees, inasmuch as temporary employees work at the will of the employer and have no expectation nor right to continued employment.

Approved: 5-9-01

ORDERLY TERMINATION OF EMPLOYEES

The following information and procedures will be followed in Nebo School District relative to the termination of employees:

DEFINITIONS

1. "Career employee" means an employee of the District who has obtained a reasonable expectation of continued employment based upon Utah Code, Section 53A-8-106, and an agreement with the employee or the employee's association, District practice or policy.
2. "Contract term" or term of employment" means the period of time during which an employee is engaged by the District under a contract of employment whether oral or written. Unless expressly identified otherwise, this period is from July 1 through June 30.
3. "Dismissal" or "Termination" means:
 - (a) termination of the status of employment of an employee;
 - (b) failure to renew the employment contract of a career employee;
 - (c) reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee's contract term; or
 - (d) change of assignment of an employee with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing;

A transfer or reassignment of an employee resulting in a loss of compensation or benefits not affecting base salary shall not be considered a "dismissal" or a "termination."

4. "Employee" means a tenured or a provisional employee of Nebo School District, but does not include the District Superintendent, the District Business Administrator or a temporary employee.
5. "Provisional employee" means an individual, other than a career, tenured or temporary employee, who is employed by Nebo School District. Provisional employees may not be terminated without due process.
6. "School Board" or "Board" means the Nebo School Board of Education in the County of Utah, State of Utah.
7. "School District" or "District" means Nebo School District in the County of Utah, State of Utah.

8. "Temporary employee" means an individual employed on a temporary basis as defined in the professional agreement. Temporary employees are "at will" employees and have no expectation of continued employment. They may be terminated without cause.
9. "Part-time" employee means any employee who is employed by the District for less than forty (40) hours per week.
10. "Probationary employee" means any employee of the District who has been advised by the District that his/her performance as an employee is unsatisfactory. In the case of classified employees, "probationary" also means any employee who has worked for the District for less than one (1) year. Classified "probationary" employees are "at will" employees who may be terminated with or without any cause during the first year of their employment.
11. "Tenured educator" means all licensed educators who have completed the required service as "non-tenured educators" in Nebo School District, as defined in (12) below.
12. "Non-tenured educator" means a licensed educator whose experience falls within one of the following categories:
 - a. An educator with two or more years previous teaching experience outside of Nebo School District shall remain a "non-tenured educator" for one year before being recognized as a "tenured educator." If the principal deems it necessary for the benefit of the District to allow a second year of probation, it may be granted upon the request of the principal and approval of the Superintendent. In this instance, the educator and the Nebo Education Association will be notified by March 15.
 - b. An educator with one year prior experience outside of Nebo School District will remain as a "non-tenured educator" for two years.
 - c. A beginning educator must complete three full years as a non-tenured educator.

DISMISSAL PROCEDURES FOR CAUSE

Any employee may be suspended or dismissed during a contract term for any of the following:

1. Dishonesty/theft;
2. Dangerous disorderly conduct;
3. Immoral conduct;
4. Child sexual or physical abuse;
5. Commission/conviction of criminal act(s), including entering a plea of guilty or no contest, of a felony or misdemeanor involving a moral turpitude;
6. Illegal discrimination or harassment;
7. Breaking the "Alcohol and Drug-Free Workplace Policy";
8. Use of public property for personal gain;

9. Negligent or wilful damage of District property;
10. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.);
11. Repeated unexcused absence/tardiness, wilful misuse/abuse of benefits (including sick leave, health insurance, etc.);
12. Wilful neglect of duty;
13. Insubordination or failure to comply with directives from supervisors;
14. Incompetence where the process outlined in Article 19 of the Nebo Education Association Agreement or Section 26 of the Classified Employee Association Agreement is followed.

DISCIPLINARY ACTIONS

The District may elect to proceed with disciplinary action to warn the employee that his/her conduct places the employee in danger of termination during the contract term. The District may elect to exclude any or all of the following steps and proceed directly with termination for cause. No disciplinary action thereafter will prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the disciplinary action.

1. **Oral warning** - Oral warning may be used by the immediate supervisor to assist the employee in correcting the conduct in question at the lowest possible level.
2. **Oral reprimand** - An oral reprimand may be issued by the immediate supervisor.
3. **Written warning** - A written warning may be issued by the immediate supervisor or District Administration which gives the employee notice that his/her conduct is in question or that it is in violation of policy. This warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
4. **Written reprimand** - A written reprimand may be issued by the immediate supervisor or District administrator which warns the employee that his/her contract is in danger of being terminated. This warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
5. **Probation** - The District may elect, but is not required, to place the employee on probation for misconduct which could be grounds for termination during the contract term. The District is solely responsible for determining the length of the probation. Probation shall not prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the probation.
6. **Suspension** - The District may, as its discretion, place the employee on suspension. The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension. Suspension may be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of an employee or for the purpose of awaiting the outcome of

criminal charges pending against an employee. Suspension of an employee shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date. Furthermore, the fact that criminal charges against an employee may be resolved in favor of the employee shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the employee based all or part upon the same facts which gave rise to the criminal charges.

7. **Dismissal** - Any employee subject to disciplinary action shall be given the opportunity to be represented in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action. A career or tenured employee who has been dismissed or suspended from employment pending further investigation may appeal such action within the grievance procedure as provided in their negotiated agreement.

NOTICE REQUIREMENTS

Contract non-renewal notification requirements

Career or tenured employee:

The District shall inform a career or tenured employee, at least thirty (30) calendar days prior to issuing notice of intent not to renew his/her contract, that continued employment is in question and the reasons for the anticipated non-renewal or discontinuance of contract. The District shall then give the employee an opportunity to correct the problem as agreed in Article 19 of the Nebo Certified Agreement and Section 28 of the Nebo Classified Agreement. The District may grant the career employee assistance to correct the deficiencies, including informal conferences and the services of school personnel within the District and the services of the employee assistance program. If the District intends not to renew or continue the contract of a career or tenured employee, the District shall give notice of that intention to the career or tenured employee at least thirty (30) calendar days before the end of the contract term. The written notice shall be served by personal delivery or by certified mail addressed to the employee's last known address.

The notice shall show the effective date of the termination and contain a clear and concise statement that the career or tenured employee's contract will not be renewed for the next term and the reasons for non-renewal or discontinuance.

Provisional employee:

The District shall notify a provisional employee at least sixty (60) calendar days before the end of the provisional employee's contract if the employee will not be offered a contract for a subsequent term of employment.

In the absence of a notice of intention not to renew, the provisional employee is considered

employed for the next contract term with a salary based upon the salary schedule applicable to the class of employee into which said provisional employee falls within. Nothing in this section shall preclude the dismissal of a provisional employee for cause during the term of employment.

In any non-renewal action pursuant to this section, the provisional employee shall be entitled, upon written request, to an informal meeting with the Superintendent or designee(s). Provisional employees whose contracts are not renewed or whose employment is terminated at the end of the contract term shall not be entitled to a hearing with the Nebo Board of Education.

Termination during the contract term notification requirements:

At any time during the term of employment, the District may terminate an employee for cause upon giving written notice by personal delivery or certified mail to the last known address, stating that employment shall terminate at a time fifteen (15) days or more from the date of notice, and stating the detailed reasons and evidence supporting such reasons.

CONTRACT NON-RENEWAL DUE TO NECESSARY STAFF REDUCTION

In the event a reduction of staff is necessary because of decreasing student enrollment in the District, discontinuance of a particular service, unanticipated shortages of revenue following budget adoption, or school consolidation, the Board may suspend the services of career or tenured employees effective at the end of the contract year.

Notice of such suspension shall be given to the career or tenured employee thus affected on or before April 15 of the applicable school year in the case of certified employees and ten (10) work days in the case of classified employees.

In making such dismissals of tenured certified employees, other personal and professional qualifications being equal, educators shall be dismissed in the inverse order in which they were employed, provided, however, that no tenured educator is dismissed while a non-tenured educator is retained to perform a service which the tenured educator is qualified and competent to render.

Suspended tenured educators shall be reinstated to full employment as tenured personnel when positions for which they are licensed and qualified again become available. Said educators shall remain entitled to reinstatement until such time as he/she shall refuse further employment thus offered after notice of such right to re-employment given to him/her on or before June 1 for the coming school year. Said educator thus re-employed shall retain the status held at the time of suspension.

In making such dismissals of classified staff, the order of reduction within a particular job classification affected will be based upon seniority within that job classification, all things being equal. Seniority is defined as length of continuous service for the Nebo School District.

Classified employees who have been cut back will be able to move into a lower classification within that department according to seniority. All things being equal, the classified employee with the least amount of seniority would be laid off first.

Classified employees who have been laid off have the right, if they so desire, to the first vacancy of equivalent hours per day in any classified department, if qualified.

Provisions of the Nebo Classified Employee Association Agreement and the Nebo Education Association Agreement shall be followed in cases involving staff reduction.

GRIEVANCE PROCEDURE

The Grievance Procedure outlined in Article 18 of the agreement with the Nebo Education Association and Section 28 of the Nebo Classified Employee Association shall be followed, as well as Nebo District Policy GBM.

Approved: 5-9-01

References: Utah Code, Section 53A-8-101 et. seq.
Certified Negotiated Agreement, Articles 18 and 19
Classified Negotiated Agreement, Sections 25, 26, 27, and 28
Nebo School District Policy GBM