



# NEBO SCHOOL DISTRICT BOARD OF EDUCATION POLICIES AND PROCEDURES

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**SECTION:** G - Personnel  
**POLICY TITLE:** Employee Discipline, Administrative Leave, and Orderly Termination  
**FILE No.:** GCPD  
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### 1. PURPOSE AND PHILOSOPHY

The Nebo School District Board of Education recognizes the need to provide orderly procedures for administrative leave, discipline, and Termination of Employees and hereby delegates to the District Administration the responsibility for establishing and following such procedures. This policy is established in accordance with the Public Education Human Resource Management Act, Utah Code Ann., Section 53A-8a-101, et seq.

### 2. DEFINITIONS

- 2.1. **“At-Will Employee”** means an individual employed by the District whose employment may be Terminated at any time, with or without cause. Any Classified Employee, as defined in the Classified Employee Memorandum of Understanding, employed at less than twenty (20) hours per week in any position is an At-Will Employee in that position. Any Certified or Administrative Employee, as defined in the Certified Employee Agreement or Management Team Memorandum of Understanding, employed at less than 0.5 FTE is an At-Will Employee. At-Will Employees are not eligible for Career Employee status. The orderly dismissal procedures outlined in Section 7 below do not apply to At-Will Employees, and At-Will Employees are not entitled to the pre- and post-disciplinary hearings outlined in Section 8 below.
- 2.2. **“Career Employee”** means an Employee of the District who has obtained a reasonable expectation of continued employment based upon Utah Code Ann., Section 53A-8a-201 and District practice, policy, or employee handbook. Except as provided in Section 7.2 of this policy, an Employee must work for Nebo School District on at least a half-time basis for at least three (3) consecutive years to obtain Career Employee status.
- 2.3. **“Contract Term”** means the one-year period of time during which a Career or Provisional Employee is engaged by the District under a contract of employment, whether verbal or written. Unless expressly identified otherwise, this period is from July 1 through June 30.

- 2.4. **“Dismissal”** or **“Termination”** means termination of the employment status or position of an Employee, including failure to renew or continue the employment contract of a Career Employee beyond the current school year.
- 2.5. **“Employee”** means a Career Employee, Provisional Employee, Temporary Employee, or At-Will Employee of Nebo School District but does not include the District Superintendent or the District Business Administrator.
- 2.6. **“Provisional Employee”** means an individual, other than a Career Employee, a Temporary Employee, or an At-Will Employee, who is employed by Nebo School District on at least a half-time basis. Provisional Employees do not include Classified Employees employed at less than twenty (20) hours per week or Certified or Administrative Employees employed at less than 0.5 FTE. Provisional Employees are hired on individual one-year contracts and have no expectation of continued employment beyond the current one-year Contract Term. Provisional Employees may be Terminated during the Contract Term only for cause and according to the procedures outlined in this policy. The contract of a Provisional Employee may be non-renewed with or without cause.
- 2.7. **“Temporary Employee”** means an individual employed on a temporary basis as defined in an employment agreement or memorandum of understanding with the Employee or the Employee’s association, District practice, or policy. Temporary Employees are At-Will Employees and have no expectation of continued employment. They may be Terminated at any time with or without cause. The orderly dismissal procedures outlined in Section 7 below do not apply to Temporary Employees, and Temporary Employees are not entitled to the pre- and post-disciplinary hearings outlined in Section 8 below.
- 2.8. **“Unsatisfactory Performance”** means a deficiency in performing work tasks which may be: (a) due to insufficient or undeveloped skills, or a lack of knowledge or aptitude; and (b) remediated through training, study, mentoring, or practice. Unsatisfactory Performance does not include conduct designated in Section 4 below as a cause for disciplinary action.

### 3. ADMINISTRATIVE LEAVE

- 3.1. The District may place any Employee on paid administrative leave for health, safety, investigative, or other concerns. Administrative leave may be invoked when the Employee’s continued presence at work may negatively impact students, the school environment, or the operation of the school, or may otherwise be harmful to students or to the District. The decision to place an Employee on administrative leave, and the terms of such leave, is at the sole and absolute discretion of the District and must be authorized by the Director of Human Resources.
- 3.2. Administrative leave may be invoked when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment or discipline of an Employee. If the District determines that allegations of misconduct against an Employee are more likely true than not, the Employee should not be placed on administrative leave but instead should be suspended without pay, in which case the disciplinary procedures outlined in this policy must be followed.

### 4. CAUSES FOR DISCIPLINARY ACTION

Disciplinary action, up to and including nonrenewal of a Career Employee’s contract or Termination during the Contract Term of a Career Employee or Provisional Employee, may be taken against any Employee for any of the following:

- 4.1. Violation of District policy; contract; or state or federal law, rule, or regulation, reasonably related to the Employee’s job.
- 4.2. Conduct that may be harmful to students or to the District.

- 4.3. Improper or unlawful physical contact with students.
- 4.4. Dishonesty.
- 4.5. Theft.
- 4.6. Dangerous or disorderly conduct.
- 4.7. Immoral conduct.
- 4.8. Child sexual or physical abuse.
- 4.9. Commission or conviction, including entering a plea of guilty or no contest, of a felony or misdemeanor reasonably related to the Employee's job.
- 4.10. Discrimination or harassment.
- 4.11. Use of District property for personal gain.
- 4.12. Negligent or willful damage to District property.
- 4.13. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.).
- 4.14. Neglect of duty, including but not limited to, unauthorized absences, excessive tardiness, excessive absences, abuse of benefits (including sick leave, health insurance, etc.), and failure to supervise students.
- 4.15. Insubordination or failure to comply with directives from supervisors within the scope of employment.
- 4.16. Failure to maintain certification/licensure.
- 4.17. Use, possession, sale, distribution, or being under the influence of any of the prohibited substances identified and defined in Nebo School District Policy #GBCC – Alcohol and Drug-Free Workplace, while on school or District property; at a school or District sponsored activity; or at any time while on duty, supervising students, or otherwise acting within the scope of employment as defined by that policy.

## 5. EMPLOYEE SEARCHES

In order to preserve a safe environment for all students and Employees, the Board of Education recognizes that supervisors and administrators must have the authority to conduct reasonable searches of Employees and the workplace. In general, supervisors and administrators may access areas where Employees have no reasonable expectation of privacy. Evidence of a policy or contract violation in plain sight may be seized by the supervisor or administrator. A search of an area in which an Employee has a reasonable expectation of privacy must conform to the guidelines set forth in this section.

- 5.1. A search of an area in which an Employee has a reasonable expectation of privacy must be reasonable at its inception and in its scope.
  - 5.1.1. A search is reasonable at its inception when the Employee's conduct creates a reasonable suspicion that the Employee is in violation of District policy or contract, and reasonable grounds exist for suspecting that the search will turn up evidence of the violation.

- 5.1.2. A search is reasonable in scope when the means and method of the search are reasonably related to the objective of the search and are not excessively intrusive in light of the nature of the suspected violation.

## 6. DISCIPLINARY ACTIONS

The District may proceed with one or more of the following disciplinary actions against an Employee for any conduct listed in Section 4 above. The District may elect to exclude any or all of the following actions and proceed directly with Termination for cause. Proceeding with any of the following disciplinary actions does not prejudice the right of the District to include additional disciplinary actions or proceed with Termination for cause on the same facts that gave rise to the initial disciplinary action. **Prior to taking any disciplinary action beyond a verbal directive/written summary, the District must provide Career Employees and Provisional Employees with notice of the reasons for the action and an opportunity to be heard.** See Cleveland Board of Education v. Loudermill, 470 U.S. 532 (1985). In addition, Employees against whom disciplinary action beyond a verbal directive/written summary is taken may appeal the disciplinary action through the grievance procedure as provided in the applicable employee agreement or memorandum of understanding.

- 6.1. Verbal directive / written summary - A verbal directive may be used by the immediate supervisor to assist the Employee in correcting the conduct in question at the lowest possible level. No record of a verbal directive is placed in the Employee's personnel file at the District Office, but the supervisor may keep in a school/department file a written summary of each verbal directive to document attempts to assist the Employee in correcting the conduct in question.
- 6.2. Written warning and directive - A written warning, which gives the Employee notice that his/her conduct is in question or in violation of policy, may be issued by the immediate supervisor or District Administrator. This warning does not prejudice the right of the District to proceed with Termination for cause on the same set of facts that gave rise to the warning or new facts should any misconduct continue. A copy of the written warning shall be placed in the Employee's personnel file at the District Office.
- 6.3. Written reprimand and directive - A written reprimand, which rebukes the Employee and warns that his/her contract is in danger of being Terminated, may be issued by the immediate supervisor or District Administrator. This reprimand does not prejudice the right of the District to proceed with Termination for cause on the same set of facts that gave rise to the reprimand or new facts should any misconduct continue. A copy of the written reprimand shall be placed in the Employee's personnel file at the District Office.
- 6.4. Probation - The Superintendent or his/her designee may place the Employee on probation. Probation is a period during which the Employee's compliance with District policy, contract, or law is subject to critical and frequent examination and evaluation. The Employee may lose certain privileges, benefits, and/or responsibilities during the probation, and additional terms and conditions may be imposed on the Employee. Probation may be imposed in lieu of more severe disciplinary action based on the Employee's admission of wrongdoing and demonstrated commitment to compliance. Failure to comply with the terms and conditions of probation may subject the Employee to further disciplinary action. The Superintendent /or designee retains sole authority for determining the length and terms and conditions of the probation. Probation shall not prejudice the right of the District to proceed with Termination for cause on the same facts that gave rise to the probation or new facts should any misconduct continue. A written record of the probation shall be placed in the Employee's personnel file at the District Office.
- 6.5. Disciplinary transfer – The Superintendent or his/her designee may transfer the Employee to a new location or new assignment. Disciplinary transfer of an Employee shall not prejudice the right of the District to proceed with additional disciplinary action, including Termination for cause on the same facts that gave rise to the transfer or new facts should any misconduct

continue. A written record of the transfer shall be kept in the Employee's personnel file at the District Office.

- 6.6. Suspension - The Superintendent or his/her designee may place the Employee on suspension without pay. Suspension is a period in which the Employee is prohibited from reporting to work or performing any employment responsibilities. A suspended Employee receives no compensation for the period of suspension. The Superintendent or designee retains sole authority for determining the duration of the suspension. An Employee may be suspended pending further investigation when allegations of misconduct are more likely true than not. An Employee may be suspended for the purpose of awaiting the outcome of criminal charges pending against the Employee. The fact that criminal charges against an Employee may be resolved in favor of the Employee shall not preclude the District from initiating further disciplinary action, including Termination, against the Employee based all or in part upon the same facts that gave rise to the criminal charges. Suspension of an Employee shall not prejudice the right of the District to proceed with Termination for cause on the same facts that gave rise to the suspension or new facts should any misconduct continue. A written record of the suspension shall be kept in the Employee's personnel file at the District Office.
- 6.7. Reduction in pay or hours – The Superintendent or his/her designee may reduce the pay or hours of the Employee. The reduction in pay or hours shall not prejudice the right of the District to proceed with additional disciplinary action, including Termination for cause on the same facts that gave rise to the reduction or new facts should any misconduct continue. A written record of the reduction shall be kept in the Employee's personnel file at the District Office.
- 6.8. Dismissal/Termination for cause - An Employee may be dismissed if other disciplinary action fails to cause correction of the Employee's misconduct or if the seriousness of the misconduct warrants Termination without prior corrective action. An Employee may not be dismissed without first being offered minimal due process as outlined in Section 7 below. An Employee who has been dismissed from employment may appeal such action within the grievance procedure as provided in the applicable employment agreement or memorandum of understanding.
- 6.9. Other disciplinary actions – The District may take other disciplinary actions not specified in this policy.

## 7. ORDERLY DISMISSAL PROCEDURES

### 7.1. Non-Renewal or Termination of Career Employee Contract for Unsatisfactory Performance

7.1.1. The District may Terminate or non-renew a Career Employee's contract for Unsatisfactory Performance. If the District intends to do so, the District shall:

- 7.1.1.1. Provide the Career Employee with written documentation of the deficiencies in performance and discuss the deficiencies with the Employee;
- 7.1.1.2. Provide written notice that the Career Employee's contract is subject to nonrenewal or Termination if, following completion of a Plan of Assistance as described in Section 7.1.2 below, the Employee's performance is determined to still be unsatisfactory;
- 7.1.1.3. Develop and implement a Plan of Assistance as described in Section 7.1.2 below to allow the Career Employee an opportunity to improve performance;
- 7.1.1.4. Reevaluate the Career Employee's performance as part of the Plan of Assistance; and

**7.1.1.5.** If the Career Employee's performance remains unsatisfactory, give notice of intent to non-renew or Terminate the contract in accordance with Section 7.3 below.

**7.1.2.** Prior to Terminating or non-renewing the contract of a Career Employee for Unsatisfactory Performance, the District shall develop and implement a Plan of Assistance to allow the Career Employee an opportunity to improve performance.

**7.1.2.1.** The Plan of Assistance will identify:

**7.1.2.1.1.** Specific, measurable, and actionable deficiencies;

**7.1.2.1.2.** The available resources for improvement; and

**7.1.2.1.3.** A course of action to improve the Career Employee's performance.

**7.1.2.2.** The period of time for implementing the Plan of Assistance:

**7.1.2.2.1.** Begins when the Career Employee receives the written notice provided under Section 7.1.1.2 above and should be sufficient to successfully complete the plan.

**7.1.2.2.2.** Will not exceed one-hundred twenty (120) school days unless:

**7.1.2.2.2.1.** The Career Employee is on leave and the leave was approved and scheduled before the written notice was provided; or

**7.1.2.2.2.2.** The leave is otherwise specifically approved by the Board of Education.

**7.1.2.2.3.** May continue into the next school year.

**7.1.2.2.4.** Ends when the District either: (a) determines that the Career Employee has successfully remediated the deficiency; or (b) gives notice of intent to non-renew or Terminate in accordance with Section 7.3 below.

**7.1.3.** The District may Terminate the contract of a Career Employee whose performance is found satisfactory following successful completion of a Plan of Assistance if within the three-year period after the initial documentation of Unsatisfactory Performance for the same deficiency the Career Employee's performance is again found to be unsatisfactory. The District will then provide notice in accordance with Section 7.3 below.

**7.2.** Non-Renewal or Extension of Provisional Employee Contract

**7.2.1.** Non-Renewal

**7.2.1.1.** The Department of Human Resources may choose not to offer a subsequent contract to (i.e., non-renew the contract of) a Provisional Employee. The District is not required to provide a cause for not offering a subsequent contract to a Provisional Employee.

**7.2.1.2.** If the District intends to not offer a contract for a subsequent Contract Term to a Provisional Employee, the District shall give notice of that intention to

the Employee at least sixty (60) calendar days before the end of the Employee's Contract Term.

**7.2.1.3.** In the absence of the notice required in Section 7.2.1.2, a Provisional Employee is considered employed for the next Contract Term with a salary based upon the applicable salary schedule. When a Provisional Employee completes the required number of years of service, as provided below, the Provisional Employee becomes a Career Employee.

**7.2.1.3.1.** Provisional employees with no immediate prior experience at another school district must work for Nebo School District on at least a half-time basis for three (3) consecutive years to obtain Career Employee status as defined in this policy and in the Public Education Human Resource Management Act, Utah Code Ann. §53A-8a-102.

**7.2.1.3.2.** Provisional Employees with one or more years of previous employment with a school district immediately prior to being hired at Nebo School District may be awarded Career Employee status after two (2) consecutive years of District employment.

**7.2.2.** Extension

**7.2.2.1.** The Department of Human Resources may extend the provisional status of an employee in one-year increments for up to two (2) additional years, for a total of five (5) years as a Provisional Employee. Circumstances under which an employee's provisional status may be extended include the following:

**7.2.2.1.1.** Any unsatisfactory rating on an employee performance evaluation, that may include Utah Effective Teaching Standards, Student Learning Objectives or student growth measurements, Stakeholder Input Survey, EMS Performance Rating, etc.; or

**7.2.2.1.2.** Receipt of complaint or expression of concern from a parent, co-worker, supervisor, or member of the community that creates uncertainty about the employee's professionalism, performance, or character.

**7.3.** Termination During the Contract Term

**7.3.1.** The District may Terminate the employment of a Career or Provisional Employee for cause at any time.

**7.3.2.** If the District intends to Terminate a Career or Provisional Employee's contract during the Contract Term for cause or non-renew a Career Employee's contract for cause, the District shall give the Employee a written notice of intent at least thirty (30) calendar days prior to the proposed date of Termination. The notice shall be served by personal delivery or certified mail addressed to the Employee's last-known address and shall state the date of Termination and the detailed reasons for Termination.

**7.3.3.** The notice shall advise the Employee that the Employee has a right to a fair hearing and that the hearing is waived if it is not requested within fifteen (15) calendar days after the notice of Termination was either personally delivered or mailed. The notice shall state that failure of the Employee to request a hearing constitutes a waiver of that right and that the District may then proceed with Termination without further notice.

- 7.3.4. The District shall provide a written notice of Termination, which shall include findings of fact upon which the Termination is based.

## 8. PRE- AND POST-DISCIPLINARY HEARINGS

Upon being apprised of Employee misconduct or violation of District or school policy that may lead to disciplinary action, the administrator at the lowest appropriate level shall promptly and thoroughly investigate the alleged misconduct and document the findings.

### 8.1. Required Pre-Disciplinary Hearing

- 8.1.1. The affected Employee must be provided minimal due process prior to discipline beyond a verbal directive. The supervisor shall give the Employee notice of the accusation, evidence of the misconduct, and the opportunity to present the Employee's side of the story to the supervisor. The notice and informal hearing must precede the imposition of disciplinary action. See Cleveland Board of Education v. Loudermill, 470 U.S. 532 (1985).

- 8.1.2. Should the disciplinary action involve Termination, the notice and informal hearing shall be referenced in any further correspondence to the Employee related to the Termination. Notice requirements and other specific procedures related to Termination shall be followed as outlined in Section 7 above and in the applicable employment agreement or memorandum of understanding and District policies.

### 8.2. Required Post-Disciplinary Hearing (Grievance)

- 8.2.1. An Employee receiving discipline beyond a verbal directive may request a grievance hearing to dispute the discipline. Procedures for requesting and holding such hearings are outlined in the applicable employment agreement or memorandum of understanding, and District policies.

- 8.2.2. Notice requirements shall be followed as outlined in Section 7 above and in the applicable employment agreement or memorandum of understanding, and District policies. Terminated Employees are typically entitled to representation. At a hearing before the Board of Education or a hearing officer or panel, Employees may call and cross examine witnesses. Other specific hearing procedures may be set by the District.

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### EXHIBITS

None

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### REFERENCES

Utah Code Ann. §53A-8a-101, et seq.  
Cleveland Board of Education v. Loudermill, 470 U.S. 532 (1985)  
Nebo School District Policy #GCPF – Reduction in Force  
Nebo School District Policy #GBCC – Alcohol and Drug-Free Workplace  
Nebo School District Certified Employee Handbook  
Nebo School District Classified Employee Handbook  
Nebo School District Management Team Handbook

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### FORMS

None

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