



**Provo City School District
Policy Series 5000: Personnel**

Policy No. 5280 P1

**Procedure 1:
Disciplinary Action, Orderly Termination, Suspension, and Non-renewal**

In the event corrective disciplinary action is warranted, the following procedures will govern such action.

Subsection: Definitions

- A. The following words shall have the same meaning as defined in [Policy 5020 P3](#):
1. “Employee”;
 2. “Contracted Career Employee”;
 3. “Contracted Provisional Employee”;
 4. “Temporary Employee”; and
 5. “Hourly At-Will Employee”.
- B. “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.
- C. “For cause” and “improper conduct” shall synonymously and interchangeably mean conduct that is a cause for disciplinary action up to and including termination of employment and does not meet the definition of unsatisfactory performance, and which includes *but is not limited to*:
1. Violating a work rule, District policy, or any state or federal law or regulation that governs or is reasonably related to the employee’s job;
 2. Violating standards of ethical, moral, or professional conduct, including those identified in [Policy 5090 Code of Conduct](#) and associated procedures;
 3. Failing to promptly notify the District (as soon as reasonably possible) if the employee is arrested for, charged with, or otherwise accused of any offense (including attempted an offense) that can fairly be categorized as a:
 - a. Sex offense (including sexual conduct that might not include physical contact with others, such as lewdness);
 - b. Drug or alcohol-related offense;
 - c. Offense that involves a victim—including any offense described in [Utah](#)

- [Code, Title 76, Chapter 5](#) (offenses against the individual);
- d. Offense involving or related to domestic violence, including, but not limited to, a violation of a protective order;
 - e. Any other type of criminal offense greater than or equal to a class B misdemeanor, if more than one occurrence of the same type of offense occurred within the previous eight years; or
 - f. Any other offense required to be reported by applicable Utah law.
4. Committing or being convicted of a felony or misdemeanor reasonably related to the employee's job;
 5. Entering a guilty plea, a no contest plea, a plea in abeyance, or a diversion agreement for a felony or misdemeanor offense reasonably related to the employee's job;
 6. Having improper or unlawful physical contact with students;
 7. Having improper or unlawful electronic, verbal, or written communication with students;
 8. Engaging in unlawful discrimination or harassment;
 9. Failing to meet a condition of employment or maintain certification or licensure required for job;
 10. Using District property for personal gain;
 11. Negligently or willfully damaging District property;
 12. Engaging in serious misconduct related to an employee's job;
 13. Neglecting employment obligations, including but not limited to, unauthorized or excessive absences or tardiness;
 14. Testing positive for use of a controlled substance or alcohol under [Policy 5200 Drug-Free Workplace](#) and associated procedures;
 15. Intentionally withholding or omitting information requested during the hiring process, during investigations, or in any other required circumstance;
 16. Engaging in any unlawful or fraudulent act related to employment, including falsifying employment related documents, or providing verbal or written misleading employment related information;
 17. Insubordination;
 18. Violating a provision of a negotiated agreement between the Board and a representative association;
 19. Causing, allowing, or failing to report abuse or other harm to a student;

20. Engaging in conduct that exposes the District to censure, damage, ridicule, or reproach;
21. Bringing intoxicants, unprescribed narcotics, or any other unprescribed controlled substances onto school property, consuming the same on school property, or reporting for work under the influence of the same;
22. Intimidating, bullying, demeaning, or otherwise treating other individuals in an unprofessional manner;
23. Causing, allowing, or exposing students to an unsafe environment or condition that could reasonably be foreseen or mitigated but is not;
24. Outside of protecting oneself or someone else from an immediate threat of harm, engaging in improper physical contact, using corporal punishment, using unnecessary force, or restraining a student or other individual in an unlawful manner;
25. Failing to develop effective working relationships or maintaining good rapport with parents, community members, and/or colleagues;
26. Engaging in any other conduct that, in the District's sole discretion, would reasonably justify corrective action up to and including termination of employment.

D. "Insubordination" means the failure to follow a clear and reasonable order, request, or directive of a superior.

E. Termination means:

1. Termination of the status of employment of an employee;
2. Failure to renew or continue the employment contract of a career employee beyond the then-current school year;
3. Reduction in salary of an employee not generally applied to all employees of the same category employed by the school district during the employee's contract term;
4. Change of assignment of an employee with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing.

F. "Unsatisfactory performance" means a deficiency in performing work tasks that may:

1. Be due to insufficient or undeveloped skills or a lack of knowledge or aptitude; or
2. Be remediated through training, study, mentoring, or practice.

Unsatisfactory performance does **not** include the following:

1. Conduct that is defined as a basis for termination "for cause";
2. Conduct that results in license discipline by the state board or Utah Professional Practices Advisory Commission;

3. A violation of a work rule, District policy, or any state or federal law or regulation that governs or is reasonably related to the employee's job;
4. A violation of standards of ethical, moral, or professional conduct, including but not necessarily limited to those identified in Policy 5090 Code of Conduct and associated procedures; or
5. Insubordination.

Subsection Corrective Action for Improper Conduct

- A. All allegations of improper conduct shall be reported and investigated at the school/department level or at the District level. Employees shall have an opportunity to respond to all allegations of improper conduct before discipline is imposed. Findings and conclusions from the investigation shall be documented and communicated to the employee and used as the basis for corrective action.
- B. Based on the nature and recurrence of improper conduct, corrective action can range from coaching and redirection to termination during the contract term. The District may choose to provide remedial training, coaching, and other supportive measures to assist employees subject to corrective action. However, employees who fail to meet expectations and standards shall be subject to corrective action.
- C. Based on the egregiousness and/or pattern of improper conduct, the District will deliver an appropriate level of corrective action. A single instance of misconduct may be sufficiently egregious to warrant immediate termination for cause.
- D. The District may proceed with one or more of the following disciplinary actions in any sequence. The District may elect to exclude any or all of the following actions and proceed directly with termination for cause. The decision to implement any of the following disciplinary actions shall in no way prejudice the right of the District to include additional disciplinary actions or proceed with termination for cause or non-renewal on the same facts which gave rise to the progressive disciplinary action.
 1. Verbal Warning.
 2. Written Warning.
 3. Non-renewal.
 4. Termination for cause.
 5. Other disciplinary actions. The District may take other disciplinary actions not specified in this policy.

Subsection: Notice Requirements for Nonrenewal or Termination

- A. If—after having conducted an informal conference consistent with Subsection 7. Procedures for Conferences and Appeal Hearings—the District intends not to renew or terminate a contracted career employee (or contracted provision employee during the provision contract term), it shall provide a written notice served by personal delivery or by certified mail to the last known address shown on District records.
- B. The notice shall include:
 - 1. Date(s) of nonrenewal or termination, which shall be no less than 30 days after the notice is delivered via hand-delivery or certified mail;
 - 2. Detailed reasons for the nonrenewal or termination; notification of the career employee’s right to request an informal or formal hearing if requested within 15 days after the notice of nonrenewal or termination is delivered or mailed; and
 - 3. Notification that failure to request hearing within time allotted shall constitute a waiver of the right to a hearing to contest the nonrenewal or termination, and that the District shall proceed without further notice to the employee.

Subsection: Suspension Pending Termination

- A. The District may suspend the active service of an employee who has received a notice of termination pending a requested hearing if it appears that the continued employment of the individual may be harmful to students or to the District.
- B. After providing the employee an opportunity for an informal conference with the superintendent or designee to discuss the allegations, suspension pending a hearing may be without pay if the superintendent or designee determines that it is more likely than not that the allegations against the employee are true.
 - 1. If the District determines the suspension without pay is justified, the District shall provide the employee with a written notice of suspension including the facts justifying the suspension without pay.
 - 2. If termination is not subsequently ordered, the employee shall receive back pay for the period of suspension without pay.

Subsection: Corrective Action for Unsatisfactory Performance

- A. If an employee’s performance remains unsatisfactory after the District has complied with [Policy 5240](#), an employee may be disciplined, suspended, nonrenewed, or terminated on the grounds of unsatisfactory performance pursuant to this subsection.
- B. Before the District seeks not to renew a contracted career employee at the end of a school year or terminate a contracted career employee’s contract during the contract term for reasons of unsatisfactory performance, it shall take the following steps:

1. Provide and discuss documentation of multiple measures and lines of evidence identifying the employee's deficiencies in performance and allowing the employee an opportunity to respond, reflect on deficiencies, and improve performance;
 2. Provide written notice the employee's contract is subject to nonrenewal or termination if the employee's performance does not improve and is determined to be unsatisfactory upon reevaluation;
 3. Develop and implement a formal plan of assistance to allow the employee an opportunity to improve performance and correct deficiencies;
 4. Reevaluate the employee's performance;
 5. If the employee's performance remains unsatisfactory, refer to a Director of Human Resources for appropriate discipline up to and including nonrenewal or termination; and
 6. Issue a notice of intent of nonrenewal or termination.
- C. Corrective action based on unsatisfactory performance shall be implemented in accordance with the District's discipline processes and orderly termination procedures and consistent with any professional agreement then in effect. If an employee can improve performance with reflection, coaching, directives, and/or low-level remediation, a plan of assistance and further corrective action shall be unnecessary.
- D. If an employee demonstrates both unsatisfactory performance and improper conduct, the District is not required to develop and implement a plan of assistance and may pursue corrective action on the basis of the improper conduct.
- E. Contracted career employees shall be given reasonable time to complete specific goals in plans of assistance. A plan of assistance may span across two consecutive school years but shall not exceed 120 school days unless the employee is on approved leave. Plans of assistance shall end when a determination is made that the employee has either successfully remediated the deficiency in performance or when the notice of intent not to renew or terminate the employee is delivered.
- F. If an employee is reevaluated and the performance has been successfully remediated, the District may elect not to renew or terminate the employee if the employee's performance is subsequently determined to be unsatisfactory for the same performance deficiencies within a three-year period from the initial documentation of unsatisfactory performance. Before doing so, the District shall provide written documentation of the employee's subsequent deficiencies in performance and give notice of intent not to renew or terminate the employee.
- G. Determinations of nonrenewal, termination, or some other adverse employment action that significantly impacts a contracted career employee's interest in continued employment shall be made by the superintendent or designee.

H. In the absence of a notice of nonrenewal or termination, an employee shall be employed for the following contract term based on District's salary schedule applicable to the position.

Subsection: Non-renewal of Contracted Provisional Employees

- A. The District may choose not to renew a contracted provisional employee's position or contract, with or without cause, including but not limited to unsatisfactory performance, at the end of the term of employment.
- B. The District is not required to provide a rationale for non-renewal of the contract or position for the succeeding school year but must notify the contracted provisional employee sixty (60) calendar days before the end of the current term of employment. In the absence of any applicable notice of non-renewal, an employee is considered employed for the next term of employment with a salary based on the applicable salary schedule.
- C. Contracted provisional employees do not have the right to a formal hearing described below unless the contracted provisional employee is terminated during the provisional contract term.

Subsection: Procedures for Conferences and Appeal Hearings

Conferences – Informal

- A. Determinations regarding termination of employment shall be made by the superintendent or designee.
- B. Such determinations shall be made only after an informal conference with the superintendent or superintendent's designee. The purpose of the informal conference is to inform the employee of the proposed disciplinary action, provide the employee with a detailed explanation of the charges, and to allow the employee the opportunity to respond to findings and conclusions that form the basis of the proposed employment action. During this conference the employee may provide any additional information or evidence the employee believes may be useful in making a final determination regarding disciplinary action. Nothing shall preclude the employee from negotiating a separation from employment by resignation or otherwise.

Formal Hearings

- A. The employee has the right to request a hearing in connection with the termination of employment, provided that such a request is made within 15 days after the notice of termination was either personally delivered or mailed via certified mail to the employee's most recent address shown on the District's personnel records.
- B. Formal hearings shall be held before the Board or an appointed hearing officer. If a formal hearing is requested, the superintendent shall notify the Board, which will then either hear the matter itself or have a fair hearing officer appointed to direct the hearing and make findings,

conclusions, and recommendations.

C. A formal hearing shall include the following basic components:

1. The employee and the District shall each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence, bearing their own costs and expenses;
2. Subpoenas may be issued and oaths administered as provided under [Utah Code §53E-6-606](#);
3. An audio record of the formal hearing shall be made at the District's expense, or, alternatively, the parties may jointly agree to the use of a court reporter to create a written transcript, with costs to be split between the parties;
4. Regardless of whether the formal hearing is conducted by the Board or a fair hearing officer, a hearing report shall be issued within 20 days after the formal hearing containing findings, conclusions, and recommendations;
5. The hearing report shall be delivered to the employee by mail, personal delivery, or other method agreed upon by the employee;
6. Based on the evidence in the case, including the findings, conclusions, and recommendations in the hearing report, the Board shall take final action on the matter by vote in a duly noticed meeting of the Board;
7. Recommendations of the fair hearing officer are not binding on the Board, and the Board shall retain the right to make its own decisions on final action; and
8. The timelines identified in this subsection may be adjusted or extended by written agreement of the parties or by the hearing officer upon petition of either party for good cause shown.

D. Any final action or order of the Board after a formal hearing may be appealed to the Utah Court of Appeals for review, and:

1. Is limited to the record of the Board; and
2. Shall be for the purpose of determining whether the Board exceeded its discretion or authority.

E. If the termination is reversed by the Board or on appeal by the Utah Court of Appeals, the employee shall be reinstated, and lost pay shall be reimbursed if the employee was suspended without pay during the proceedings.

Legal References

Synopsis

[53G-11-501](#)

Definitions

53G-11-512	Local School Board to Establish Dismissal Procedures
53G-11-513	Dismissal Procedures
53G-11-514	Non-renewal or Termination of a Career Employee’s Contract for Unsatisfactory Performance
53G-11-515	Hearings Before District Board or Hearing Officers – Rights of the Board and Employee – Subpoenas – Appeals
Policy 5020 P3	Employee Classifications
Policy 5090 & associated procedures	Code of Conduct
Policy 5200 & associated procedures	Drug-Free Workplace
Policy 5240 & associated procedures	Evaluation of Employee Effectiveness
Utah Code Ann., Title 76, Chapter 5	Offenses against the Individual
Utah Code Ann., Title 76, Chapter 5b	Sexual Exploitation Act
Utah Code § 76-5-415	Educator’s license subject to action for violation of this part.

Approved by Board of Education: June 11, 2024