



Disciplinary Action, Orderly Termination, Suspension, and Non-Renewal
Policy Series: 5000 Personnel

Policy No. 5280

Overview:

The Provo City School District Board of Education ("Board") recognizes the importance of having a clear process for addressing employee and employment related issues. The Board hereby delegates to the Provo School District Administration ("District") the authority to take disciplinary action, applied fairly and with a progressive, graduated approach (if reasonable under the circumstances).

Note: This policy informs and governs employees of disciplinary authority and procedures without altering at-will employment relationships. Temporary employees and hourly at-will employees do not have the right to the procedures and protections outlined herein, as per [Policy 5020 P3](#). Such employees have no expectation of continued employment and may be terminated at any time, with or without cause.

As described in greater detail herein, the District may take corrective action (including suspension and termination) against an employee. Moreover, the District may choose not to renew a contract provisional employee's position or contract at the end of the term of employment.

~~In doing so,~~ **In taking corrective action,** District administrative personnel act consistently to protect the due process rights of contracted career employees as outlined in applicable laws, regulations, this policy, and accompanying procedures.

The following are general principles, standards, and procedures that will undergird corrective actions under this policy. As a general principle, discipline and corrective action will be issued fairly and consistently according to employment status as set forth in this policy such that employees will:

1. Have appropriate opportunities to respond to allegations that form the basis of disciplinary or corrective action;
2. Have the right to representation at appropriate times in the process;
3. Receive reasonable notice of causes for discipline;

4. Be placed on administrative leave as determined appropriate by Human Resources to facilitate an investigation, maintain the integrity of an investigation, protect the complainant(s), and/or the accused; and
5. Have appropriate opportunities to appeal determinations that might deprive an employee of a protected property interest in employment.

No employee shall be disciplined for an unlawful or discriminatory purpose. The District prohibits unlawful discrimination, harassment, and retaliation in all employment practices.

The District will take past corrective action into account, particularly where patterns of misconduct and ongoing performance deficiencies have been documented.

Adverse employment action that may deprive a contracted career employee of their interest in continued employment shall be made by the Superintendent or other individual specifically designated by the superintendent.

Employees who engage in conduct that violates state criminal law shall be referred to law enforcement. Teachers and other licensed employees shall be referred to an appropriate licensing body if the conduct violates applicable professional standards.

Definitions:[1]

1. "Career Employee"

- a. An employee of the District who has obtained a reasonable expectation of continued employment. An employee who works for the District on at least a half-time basis becomes a career employee upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee. Successful completion is defined as earning an "effective" or "highly effective" rating on their annual evaluation by the end of their final year in provisional status. (The District may extend the three-year provisional status of an employee up to an additional two (2) consecutive years). If the provisional employee starts after the beginning of the school year, that school year does not count toward "career employee" status. Successful completion is determined by performance of all contractual duties, earning an "effective" or "highly effective" rating on their annual evaluation by the end of their final year in provisional status. [2][3]within standards acceptable to the District.
- b. An employee who has obtained a reasonable expectation of continued employment under this policy and then accepts a position with the District which is substantially different from the position in which career status was obtained shall become a provisional employee for a minimum of one (1) year. Examples include but are not limited to the following: a teacher who accepts a position as a Teacher on Special Assignment (i.e. instructional coach), a teacher who changes from a regular education position to a special education position or vice versa, a secondary teacher who accepts a position as an elementary teacher, etc. [4][5] , a teacher who moves into a supervisory position (i.e. to an assistant principal, assistant principal intern, principal, district specialist or director). An employee with career status who is separated from employment with the District and later

returns to work with the District shall upon return be a provisional employee for a minimum of one (1) year. An administrator who changes levels or locations shall become provisional status for a minimum of one (1) year. Supervisors shall determine if provisional status is extended for longer than one year for those moving into a supervisory, specialist, or director role.[6]

2. "Provisional Contracted Employee"

- a. Any employee who has not achieved career employee status is a "Provisional Employee." A provisional employee is an employee, who works for the District on at least a half-time basis, hired on an individual, one-year contract and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will and their employment can be terminated at the discretion of the Board of Education or Designee except that provisional employees can be discharged during the term of each contract only for cause. The District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 30 days before the end of the contract term of that individual. Circumstances under which an employee's provisional status may be extended include but are not limited to: (1) ~~less than perfect score on a performance evaluation~~ an "emerging," or "minimally effective," or "not effective" score on their formal performance evaluation or (2) receipt of documented series of complaint(s) or expression(s) of concern from a parents, coworkers, or members of the community that create uncertainty[7][8] about the employee's professionalism, performance, or character; (3) declining student enrollment in the district or in a particular program or class; (4) the discontinuance or substantial reduction of a particular service or program; or (5) budgetary concerns.
- b. An employee who has prior experience in another state or district who is then hired by Provo City School District is a "provisional employee" for at least one year, demonstrating they can adhere to all contractual obligations and receive an "effective" or "highly effective" rating on their summative evaluation before advancing to career status. No employee with fewer than three years of experience total as a licensed educator will advance beyond "provisional" status.

3. "Education Support Personnel"[9]

- a. Educational Support Personnel employees are all non-certified employees of the District.

4. "Temporary Employee"

- a. Temporary employees are all employees employed on a temporary basis. Temporary employees also include those seasonal employees who are employed for less than the full academic year. An appointment of a temporary employee may not be for a period of time greater than one year. Temporary employees are employed at the will of the District and have no expectation of continued employment and their employment may be terminated at any time without cause. Temporary employees are not career employees or provisional employees as defined by Utah Code § 53G-11-501 and the policies of this District.

5. "Contracted Service Providers"

- 146 a. Contracted Service Providers are individuals regardless of employment status
147 (full or part-time) who by nature of their profession are not required to hold a
148 professional certificate issued by the Utah State Board of Education who are paid
149 by contract to provide specific types of services for the District but who are not
150 employees, are not on the District payroll and do not receive the same benefits
151 enjoyed by regular employees of the District. Contracted Service Providers are
152 required to follow the same federal and state guidelines, policies and procedures
153 as district employees. Failure to comply with relevant guidelines and policies will
154 result in the termination of associated contracts and obligations.
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- 156 6. "Extra Duty Contracts"
- 157 a. An employee who is given extra duty assignments in addition to a primary
158 assignment, such as a teacher who also serves as a coach or activity advisor, is
159 a temporary employee in those extra duty assignments and may not acquire
160 career status beyond the primary assignment. There are no rights to a due
161 process hearing if a person is released from coaching or an extra duty position. A
162 person may be released from a coaching or extracurricular position at the
163 discretion of the Board or Designee.
- 164 b. An employee who "sells" their preparation period to teach an additional class
165 recognizes that this assignment is temporary and may be eliminated at any time
166 as per Policy 5320 Procedure 8.
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- 168 7. "Employee"
- 169 a. A person, other than the District superintendent or business administrator, who is
170 a career or provisional employee of the District.
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- 172 8. "Contract Term or Term of Employment"
- 173 a. The term of employment is the period of time during which an employee is
174 engaged by the District under a contract of employment, whether oral or written.
175 Notwithstanding, all contracts of employment shall be in writing.
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- 177 9. "Dismissal or Termination"
- 178 a. An employee shall be deemed to be discharged upon occurrence of any of the
179 following events:
180 i. Termination of the status of employment of an employee.
181 ii. Failure to renew the employment contract of a career employee.
182 iii. Reduction in salary of an employee not generally applied to all employees
183 of the same category employed by the District during the employee's
184 contract term.
185 iv. Change of assignment of an employee with an accompanying reduction
186 in pay unless the assignment change and salary reduction are agreed to
187 in writing.
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- 189 10. "Unsatisfactory performance"
- 190 a. a deficiency in performing work tasks which may be:
191 i. due to insufficient or undeveloped skills or a lack of knowledge or
192 aptitude; and
193 ii. remediated through training, study, mentoring, or practice.
194 b. does not include the following conduct that is designated as a cause for
195 termination or a reason for license discipline (See Policy 5090):

- i. a violation of work policies;
- ii. a violation of District policies, State Board of Education rules, or law;
- iii. a violation of standards of ethical, moral, or professional conduct; or
- iv. insubordination.

Causes for Dismissal or Non-Renewal

Any employee, service provider, contractor, or volunteer may be suspended or discharged during a contract term for any of the following ([See Policy 5090](#)):

1. Insubordination or failure to comply with directives from supervisors;
2. Incompetence;
3. Conviction, including entering a plea of guilty or no contest, of a felony or misdemeanor involving moral turpitude or immoral conduct;
4. Conduct which may be harmful to students or to the District;
5. Causing, allowing, or failing to report abuse or other harm to a student;
6. Causing, allowing or exposing students to an unsafe environment or condition that could reasonably be foreseen or mitigated but is not;
7. Improper or unlawful physical contact with students;
8. Having improper or unlawful electronic, verbal, or written communication with students;
9. Any violation of the District's Employee Code of Conduct, Policy 5090;
10. Violation of District policy, State Board of Education rules, or law;
11. Unprofessional conduct not characteristic of or befitting a District employee including a violation of standards of ethical, moral, or professional conduct;
12. Manufacturing, possessing, using, dispensing distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a party of any District activity;
13. Current addiction to or dependency on a narcotic or other controlled substance.
14. Dishonesty or falsification of any information supplied to the District; including data on application forms; employment records or other information given to the District;
15. Engagement in sexual harassment of a student or employee of the District;
16. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies ~~or failure to maintain certification~~;
17. Deficiencies pointed out as part of any appraisal or evaluation;
18. Failure to fulfill duties or responsibilities or a violation of work rules;
19. Inability to maintain discipline in the classroom or at assigned school-related functions;
20. Drunkenness or excessive use of alcoholic beverages or controlled substances;
21. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleagues; ([See Policy 7510](#))
22. Failure to maintain requirements for licensure or certification;
23. Failure to promptly notify the District if the employee is arrested for, charged with, or otherwise accused of any offense (including an attempted 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

- 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.
24. 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;
 25. Using district property for personal gain
 26. Negligently or willfully damaging District property;
 27. Unsatisfactory performance that has not improved even with a professional plan of assistance;
 28. For any other reason justifying termination of employment for cause. ([Policy 5090](#))

Termination for Unsatisfactory Performance: Procedural Due Process & Notice to Career Employee of Unsatisfactory Performance

If the District intends not to renew the contract of a career employee for reasons of unsatisfactory performance it shall:

1. Notify the employee at least 30 days prior to issuing a notice of intent not to renew the employee's contract that continued employment is in question and the reasons for anticipated non-renewal;
2. The Principal or designee shall provide and discuss with the employee written documentation clearly identifying the deficiencies in performance;
3. The Principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by [Policy 5240](#), to allow the employee an opportunity to improve performance;
4. Provide to the employee a sufficient time period to successfully complete the plan of assistance of at least 30 days but not more than [120 days](#)^[10] in which to correct the deficiencies; except the 120-day limit may be extended when:
 - a. an employee is on leave from work during the time period the plan of assistance is scheduled to be implemented; and the leave was approved and scheduled before the written notice intent not to renew was provided; or
 - b. the leave is specifically approved by the Board.
5. The time period to correct the deficiencies may continue into the next school year;
6. The time period to implement the plan of assistance and correct the deficiencies shall begin when the employee receives the written notice provided under Subsection (1) and end when the determination is made that the employee has successfully remediated the deficiency or notice of intent to not renew or terminate the employee's contract is given in accordance with Subsection (8);
7. The Principal or designee shall reevaluate the employee's performance;

8. If upon a reevaluation of the employee's performance, the District determines the employee's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Subsection (2), the employee's performance is determined to be unsatisfactory, the District may elect to not renew or to terminate the employee's contract.
9. If the employee's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or to terminate the employee's contract, which shall include written documentation of the employee's deficiencies in performance.
10. Nothing in this Policy shall be construed to require compliance with or completion of evaluations prior to non-renewal of a career employee's contract.^{[11][12]}
11. An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee. If the employee is transferred to another school, the plan of assistance would be transferred with the employee.

Notice of Intent not to Renew Contract of Career Employee

If the District intends not to renew the contract of employment of a career employee after giving notice that continued employment is in question, it shall:

1. Give notice that a contract of employment will not be offered for the following school year to the individual.
2. Issue notice at least 30 days before the end of the contract term of the individual.
3. Serve notice by personal delivery or certified mail to the employee's most recent address shown on the district's personnel records.

Notice of Intent to Terminate Employment During Term of Contract

If the District intends to terminate an employee's contract during the contract term, the District shall:

1. Give written notice of that intent to the employee;
2. Serve the notice by personal delivery or by certified mail addressed to the individual's last known address.
3. Serve the notice at least 30 days prior to the proposed date of termination;
4. State the date of termination and detailed reasons for termination.
5. Give notice of the individual's right to appeal the decision to terminate employment and the right to a hearing and the right to legal counsel not at the district's expense, to present evidence, cross-examine witnesses and present arguments at the hearing.

- 345 6. Notify the employee that failure to request a hearing within 15 days after the notice of
346 termination was either personally delivered or mailed to the employee's most recent
347 address shown on the district's personnel records shall constitute a waiver of the right to
348 contest the decision to terminate.
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350 **Notice of Intent Not to Offer a Contract to a Provisional Employee**

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352 If the District intends not to offer a contract of employment for the succeeding school year to a
353 provisional employee, it shall give notice at least 60 days before the end of the provisional
354 employee's contract term that the employee will not be offered a contract for a following term of
355 employment. Because provisional employees do not have an expectation of continued
356 employment, they do not have a right to grieve the decision not to renew employment and do
357 not have a right to a hearing.
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359 **Notice of Intent to Terminate or Not Offer a Contract to a Temporary Employee**

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362 Temporary employees will be given notice of a minimum of 10 working days of the termination
363 of their employment. Because temporary employees do not have an expectation of continued
364 employment, they do not have a right to grieve the decision to terminate or not to extend
365 employment and do not have a right to a hearing.
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367 **Expectation of Continued Employment in Absence of Notice**

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370 In the absence of a notice, a career or provisional employee is considered employed for the
371 next contract term with a salary based upon the salary schedule applicable to the class of
372 employees into which the individual falls.
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374 This provision does not preclude the dismissal of a career or provisional employee during the
375 contract term for cause.
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377 **Right to an Informal Conference**

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380 A notice of intention not to renew the contract of a career employee or of an intention to
381 terminate the contract of a career or provisional employee during its term must advise the
382 individual that he or she may request an informal conference before the Superintendent or
383 Superintendent's designee. The request for an informal conference must be made in writing and
384 delivered to the Superintendent within 10 days of the date on the notice of intention not to renew
385 or notice of termination during the contract term. The informal conference will be held as soon
386 as is practicable. Suspension pending a hearing may be without pay if the Superintendent or a
387 designee determines after the informal conference, or after the employee had an opportunity to
388 have an informal conference, that it is likely that the reasons for cause will result in termination.
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390 **Employee's Right to Hearing**

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393 A notice of intention not to renew the contract of a career employee or of an intention to
394 terminate the contract of a career or provisional employee during its term must also advise the

individual that if after the informal conference the employee wishes a hearing on the matter, he or she must submit written notice to that effect to the Superintendent's office within five (5) days of the informal conference. If the employee wishes to not have an informal conference, but does wish to have a hearing, he or she must submit written notice to that effect within 15 days of the date on the notice of intent not to renew or notice of termination during the contract term. Upon timely receipt of the notice, the Superintendent will notify the Board, which will then either appoint a hearing examiner or hearing board or determine to hear the matter itself. In either case, the Board will then send notice of the date, time and place of hearing to the Superintendent and to the employee. If the employee does not request a hearing within 15 days, then the employee shall have waived any right to a hearing and to contest the decision.

Appointing a Hearing Examiner

If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.

In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to report ~~make findings and decisions relating to the employment of the employee that are binding upon both the employee and the Board of Education.~~ In the absence of an express delegation, The Board retains the right to make its own decision based on the factual findings of the hearing officer.

Rights of Employee at a Hearing

At the hearing, the employee and administration each have the right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence. The administration would pay for its legal counsel, and the employee would pay for their own legal counsel.

Hearing Record

Hearings before the Board or before a hearing examiner appointed by the Board shall be recorded at the District's expense.

Decision

Within 15 days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery.

In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.

Appeal of Decision

The final decision or action of the Board may be appealed to the Utah Court of Appeals as provided in [Utah Code § 53G-11-515\(5\)](#).

Suspension^[13] During Investigation

The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non-renewal of contract.

Necessary Staff Reduction not Precluded

Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:

1. declining student enrollments in the district;
2. the discontinuance or substantial reduction of a particular service or program;
3. the shortage of anticipated revenue after the budget has been adopted; or
4. school consolidation.

No Verbal Agreements

It is the policy of the District that all agreements with employees must be written; there are no verbal agreements because all agreements must be approved by the Board of Education. Only the Board of Education has authority to hire and fire unless such authority has been expressly delegated in writing.

Notification to Utah Professional Practices Advisory Commission

The Superintendent shall notify the Utah Professional Practices Advisory Commission ("UPPAC") if an educator is determined, in any judicial or administrative proceeding, to have violated any of the Utah Educator Standards. The Superintendent shall also notify UPPAC within 30 days of receiving an allegation from a parent that an educator has violated any of the Utah Educator Standards. If possible, the notification shall be made using the form provided by the UPPAC Executive Secretary. The Superintendent shall also notify UPPAC of any criminal charges filed by a prosecuting agency. For each matter about which notice is given, the Superintendent shall also notify UPPAC of the related investigation or proceeding, any disciplinary action taken (or that no action was taken), the evidence supporting that decision, and any evidence that may be relevant if UPPAC chooses to investigate the matter. In submitting the notification to UPPAC, the Superintendent may make a recommendation to the UPPAC Executive Secretary regarding whether UPPAC investigation would be appropriate under the circumstances, taking into consideration any employment action taken by the District.

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Legal References

[Utah Code § 53G-11-501\(3\) \(2024\)](#)
[Utah Code § 53G-11-503 \(2018\)](#)
[Utah Code § 53G-11-501\(12\) \(2024\)](#)
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[Utah Code § 53G-11-501\(16\) \(2024\)](#)
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[Utah Code § 53G-11-501\(6\) \(2024\)](#)
[Utah Code § 53G-11-501\(17\) \(2024\)](#)
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[Utah Code § 53G-11-515\(1\) \(2021\)](#)
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[Utah Code § 53G-11-515\(4\) \(2021\)](#)
[Utah Code § 53G-11-513 \(2018\)](#)
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[Utah Code § 53G-11-513 \(2018\)](#)
[Utah Code § 53G-11-516 \(2018\)](#)
[Utah Admin. Rules R277-217-5 \(January 10, 2024\)](#)

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