

Article IX.A.4.c. Corrective Action, Progressive Discipline, and Orderly Termination

A. Statement of Purpose

The Board of Education of Granite School District (Board) seeks to employ and maintain the highest quality workforce available in Granite School District (District). To that end, the District employs processes and procedures to correct improper conduct and improve job performance for all employee groups. These processes and procedures emphasize intervention, support, and growth; are consistent with principles of due process; and are compliant with federal and state laws and regulations.

B. Definitions

1. “Career employee” refers to a non-provisional employee of the District who has worked at least half-time for three or more consecutive years in the same role, has been issued a contract, and/or has a reasonable expectation of continued employment based upon state law.
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.
3. “Improper conduct” refers to a failure to abide by established law, regulation, codes of conduct, ethical standards, policies, memoranda, negotiated agreements, procedural handbooks, and/or directives issued by a supervisor specific to a particular job position, license, or certification.
4. “Negotiated agreement” or “professional agreement” refers to a contract that is executed between the Board and a recognized association with collective bargaining power representing an employee group or classification.<sup>1</sup>
5. “Provisional employee” refers to a District employee who has not received a contract or achieved status as a career employee within the District. An employee is provisional if that employee accepts a different position within the District or transfers from another school district.
6. “Unsatisfactory performance” refers to a deficiency in performing work duties or tasks or otherwise failing to meet applicable performance standards due to insufficient or undeveloped skills, knowledge, aptitude, interest, or effort, all of which may be remediated through training, coaching, study, mentoring, and/or practice.

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<sup>1</sup> Employee groups that do not have collective bargaining status may meet and confer with the District, but do not enter into negotiated agreements or professional agreements.

C. Standards and Objectives

1. Employing a high quality workforce is a shared responsibility between the District and its employees. Supervisors and employees shall seek continuous improvement and build employee capacity through feedback and coaching.
2. The District shall communicate and train employees on conduct and compliance expectations and performance standards. Employees are responsible for being familiar with, and abiding by relevant expectations and standards, including but not limited to the following:
  - a. state laws and regulations (particularly those related to educators, schools, and minor children);
  - b. Board Policies of the District;
  - c. Administrative Memoranda of the District;
  - d. handbooks and rules for applicable District schools or departments;
  - e. professional standards and ethics applicable to job duties, licenses, and certifications; and
  - f. reasonable directives issued by supervisors.
3. The District shall provide remedial training, coaching, and other supportive measures to assist employees. However, employees who fail to meet expectations and standards shall be subject to progressive discipline and corrective action.
4. Based on the nature and recurrence of the improper conduct or poor performance, corrective action can range from coaching and redirection up to nonrenewal at the end of a current school year or termination during the contract term. The more serious and/or persistent the conduct offenses or performance deficiencies, the more severe the corrective actions, subject to due process protections.
5. Subject to the terms of a negotiated agreement, the District will take past corrective action into account, particularly where patterns of misconduct and ongoing performance deficiencies have been documented.
6. Progressive discipline and corrective action shall be issued fairly and consistently according to employment status as detailed in this policy meeting due process requirements. Employees shall have appropriate opportunities to respond to allegations that form the basis of any progressive discipline or corrective action. Employees shall have the right to representation at appropriate times in the process. Employees shall receive reasonable notice of causes for progressive discipline and corrective action and have appropriate opportunities to appeal determinations that significantly impact employment status.
7. No employees shall be disciplined for an unlawful or discriminatory purpose. The District prohibits unlawful discrimination, harassment, and retaliation in all employment practices.

D. Corrective Action for Improper Conduct

1. Employees may be disciplined, suspended, nonrenewed, or terminated “for cause” for engaging in improper conduct during a contract term. The following is a non-exhaustive list of improper conduct:
  - a. violating an established law, regulation, rule, policy, or directive, including all criminal laws of the state or of the United States;
  - b. violating a provision of a negotiated agreement between the Board and a representative association;
  - c. causing, allowing, or failing to report abuse or other harm to a student;
  - d. engaging in sexual misconduct of any kind, committing a boundary violation with a student, or some other conduct prohibited by the employee code of conduct;
  - e. violating standards of ethical, moral, or professional conduct;
  - f. engaging in conduct that exposes the District to censure, damage, ridicule, or reproach;
  - g. 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;
  - h. committing theft, misappropriating public funds or resources, or without authorization, using District property or equipment for personal gain;
  - i. willfully, recklessly, or negligently causing damage or allowing damage to be caused to District property;
  - j. falsifying or intentionally providing false or misleading information in the hiring process or in the performance of job duties including but not limited to information regarding students, timecards, application forms, investigations, complaints, employment records, or any other official records;
  - k. intentionally withholding or omitting information requested during the hiring process, during investigations, or in any other required circumstance;
  - l. engaging in prohibited discrimination or harassment of a student or employee of the District;
  - m. intimidating, bullying, demeaning, or otherwise treating other individuals in an unprofessional manner;
  - n. 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;
  - o. failing to develop effective working relationships or maintaining good rapport with parents, community members, and/or colleagues;
  - p. refusing to comply with reasonable directives from supervisors or engaging in insubordination;
  - q. neglecting job duties, including unexcused absences, excessive tardiness, and abuse of leave policies;

- r. failing to fulfill or maintain appropriate licenses or certifications required for a particular job description or assignment;
  - s. failing to promptly report an arrest, citation, or charge for alleged child abuse, sex offenses, drug-related offenses, alcohol-related offenses, offenses against a person, or other offenses required to be reported by applicable Utah law; and
  - t. engaging in any other conduct that would reasonably justify corrective action up to and including termination of employment.
2. 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. Findings and conclusions from the investigation shall be documented and communicated to the employee and used as the basis for corrective action up to and including suspension, nonrenewal, or termination.
  3. Corrective action based on improper conduct shall be issued in accordance with the District's progressive discipline process and orderly termination procedures consistent with any executed professional agreement. Based on the egregiousness and/or pattern of improper conduct, the District shall deliver an appropriate level of corrective action up to and including suspension, nonrenewal, or termination. A single instance of misconduct may be sufficiently egregious to warrant immediate suspension and/or termination.
  4. Determinations of suspension, termination, or some other adverse employment actions that significantly impacts a contract employee's interest in continued employment shall be made by an assistant superintendent or other individual specifically designated by the superintendent.
  5. Before a career employee is suspended, nonrenewed, or terminated, that employee shall have an informal conference with an assistant superintendent or other individual designated by the superintendent.
  6. Employees who engage in improper conduct that violates state criminal law shall be referred to law enforcement. Further, teachers and other licensed employees shall be referred to an appropriate licensing body if the improper conduct violates defined professional standards.
  7. 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 employee's position.
  8. Provisional employees may be nonrenewed at the end of a provisional year with or without cause according to the procedures outlined in section G.

E. Corrective Action for Unsatisfactory Performance

1. Employees may be disciplined, suspended, nonrenewed, or terminated on the grounds of unsatisfactory performance. Unsatisfactory performance is evaluated through multiple measures and lines of evidence.
2. Before the District seeks to nonrenew a career employee at the end of a school year or terminate a career employee's contract during the contract term for reasons of unsatisfactory performance, it shall take the following steps:
  - a. 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;
  - b. 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;
  - c. develop and implement a formal plan of assistance to allow the employee an opportunity to improve performance and correct deficiencies;
  - d. reevaluate the employee's performance;
  - e. if the employee's performance remains unsatisfactory, refer to an assistant superintendent for appropriate discipline up to and including nonrenewal or termination; and
  - f. issue a notice of intent of nonrenewal or termination.
3. Corrective action based on unsatisfactory performance shall be issued in accordance with the District's progressive discipline process and orderly termination procedures and consistent with an executed professional agreement. 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.
4. 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.
5. If an employee is reevaluated and the performance has been successfully remediated, the District may elect to nonrenew 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 to nonrenew or terminate the employee.

6. Determinations of suspension, nonrenewal, termination, or some other adverse employment action that significantly impacts a career employee's interest in continued employment shall be made by an assistant superintendent or other individual specifically designated by the superintendent.
7. 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 employee's position.
8. Provisional employees may be nonrenewed at the end of a provisional year with or without a plan of assistance according to the procedures outlined in section G.

F. Notice of Nonrenewal or Termination

1. If the District intends to nonrenew or terminate a career employee, it shall provide a written notice served by personal delivery or by certified mail to the last known address shown on District records. The notice shall include:
  - a. date(s) of nonrenewal or termination, which shall be no less than 30 days after the notice is delivered;
  - b. detailed reasons for the nonrenewal or termination;
  - c. 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
  - d. notification that failure to request an informal or formal hearing within time allotted shall constitute a waiver of the right to a hearing to contest the nonrenewal or termination, and the District shall proceed with without further notice to the employee.
2. The District may suspend an employee pending the nonrenewal or termination date and/or a hearing if an assistant superintendent determines that continued employment of the individual may be harmful to students or to the District. Further, the District may suspend the employee without pay pending the termination date and/or a hearing if an assistant superintendent determines that it is more likely than not that the allegations against the employee are true.

G. Nonrenewal of Provisional Employees

1. Provisional employees do not have an expectation of continued employment. The District is not required to provide a cause or rationale for not offering a contract to a provisional employee.
2. If the District intends not to offer a contract of employment for the succeeding school year to a provisional employee, it shall give at least 60 days' notice before the end of a provisional employee's provisional contract term that the employee will not be offered a contract for a following term of employment.

3. Provisional employees do not have the right to a formal hearing described in section H unless the provisional employee is terminated during the provisional contract term. However, provisional employees who receive a nonrenewal notice shall be allowed an informal hearing with an assistant superintendent if the informal hearing is requested within 15 days after the notice has been delivered or sent certified mail. The assistant superintendent's determination is a final agency action.
4. In the absence of notice of a nonrenewal or termination, a provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employment.

#### H. Informal Conferences and Hearings

1. Before an employee is suspended, nonrenewed, or terminated, the employee shall have an opportunity to meet in an informal conference with the appropriate assistant superintendent to discuss findings and conclusions that form the basis of the employment action. In the informal conference, an employee has the right to rebut findings and conclusions that form the basis of the employment action, negotiate a resignation or some other action, and/or provide any additional information that will be useful in making a determination.
2. If an employee believes a determination to suspend, nonrenew, or terminate was not based on the evidence and lacks a rational basis, the employee has the right to request an informal and/or formal appeal within 15 days of receiving the notice. Employees may request an informal hearing with an appropriate superintendent to appeal the determination. Career employees (or provisional employees if terminated during the provisional contract term) may also request a formal hearing to appeal a determination to suspend, nonrenew, or terminate. Formal hearings shall be held before the Board or an appointed hearing officer.
3. In the case of an informal hearing, an assistant superintendent shall meet with the employee and, if requested, the employee's representative. An informal hearing shall include basic components as follows.
  - a. Employees shall have the opportunity to provide further explanation and present additional measures or lines of evidence demonstrating that employment action is unwarranted.
  - b. The assistant superintendent shall consider all the evidence gathered in the matter and either uphold or overturn the agency determination based on a preponderance of the evidence.
  - c. If the agency determination is overturned by an assistant superintendent, the employee shall be reinstated, and shall be reimbursed for lost pay.
4. If a formal hearing is requested, the superintendent shall notify the Board, which will then either hear the matter itself with a quorum of the Board present or have a

fair hearing officer appointed to direct the hearing and make findings, conclusions, and recommendations. In either case, the Board, through the superintendent or designee, will provide notice of the date, time, and place of the hearing to the employee. A formal hearing shall include basic components as follows.

- a. 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.
- b. An audio record of the formal hearing shall be made. If the parties agree to a transcript, the parties shall split the cost of a court reporter.
- c. 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. The hearing report shall be delivered to the employee by mail, personal delivery, or other method agreed upon by the employee.
- e. Considering 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. 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.
- d. In the event the Board reverses a prior determination, the employee shall be reinstated, and lost pay shall be reimbursed if the employee was suspended without pay pending the hearing.



## **HISTORY**

Revised July 2023 – combined Articles IX.A.2.m.; IX.A.3.n.; IX.A.4.c.; IX.A.5.q.

## **REFERENCES**

U.S. Const. amend. V

U.S. Const. amend. XIV

U.S. Code 42 U.S.C. § 1983

*Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985)

Utah Code §53G-11-501 and § 53G-11-512 to 515 *et seq.*, School District and Utah Schools for the Deaf and the Blind Employee Requirements

Utah Admin. Code R277-217, Educator Standards and LEA Reporting

Utah Admin. Code R277-323, Public Educator Evaluation

Utah Admin. Code R277-330, Utah Effective Educator

Article V.C.1. Prohibition of Discrimination, Harassment, and Retaliation

Article V.C.14. Employee Code of Conduct

Article IX.A.1.b. Drugs, Alcohol, and Tobacco

Article IX.A.1.v. Self-Reporting Requirements and Background Checks

Article IX.A.1.x. Reduction in Force of Non-Certified Employees

Article IX.A.4.d. Performance Standards for Educators

Article IX.A.4.e. Teacher Evaluation

Professional Agreement between the Board of Education of Granite School District and the Granite Education Association, Inc.