

POLICY—410.14—TERMINATION OF EMPLOYMENT (LICENSED PERSONNEL)		
	<i>DISTRICT CODE:</i> 410.14	<i>ADOPTED:</i> 6.12.07 (NEG)
	<i>RESCINDS:</i> GCQFA	<i>ADOPTED:</i> 6.12.07
<u>BOARD POLICY</u>		
<ol style="list-style-type: none"> 1. The Board recognizes the need to provide orderly procedures for termination of Canyons School District educators in accordance with state law (See Utah Orderly School Termination Procedures Act). 2. The Board authorizes the Superintendent and District Administration to develop administrative regulations consistent with this policy. 		
	<i>ADMIN-REG:</i> 410.14-1	<i>APPROVED:</i> 6.12.07
<u>ADMINISTRATIVE REGULATION—410.14-1:</u>		
<ol style="list-style-type: none"> 1. The procedures for nonrenewal of a contract of a provisional and a career educator and termination of an educator's contract during the contract term shall be administered according to the accompanying regulations. 		
<u>Definitions:</u>		
<ol style="list-style-type: none"> 1. For purposes of this administrative regulation, the term “educator” refers to an employee who holds a license issued by the State Board of Education with the exception of the Superintendent of Schools and those licensed employees who are required to hold an administrative credential in order to function in the position for which they are employed. 2. Career Educator: A career educator is a licensed employee, other than the District superintendent, who holds a position requiring a valid license issued by the State Board of Education and is not a provisional employee as defined in District Policy—410.8—Provisional Status Licensed Personnel. Career educators have expectations of continued employment and can only be terminated for cause, declining enrollment, or reduction in funding. 3. Provisional Educator: Any educator employed by the District who has not achieved status as a career educator and has no expectation of continued employment or issuance of a contract for a subsequent contract term as defined in District Policy—410.8—Provisional Status Licensed Personnel. 4. Probationary Educator: Any educator employed by the District who has been advised by the District that his/her performance is inadequate and has been placed on probation. 5. "Temporary employee" means an individual who is employed by the District on a 		

temporary basis. Temporary employees include but are not necessarily limited to the following: substitute teachers, employees hired under contracts for one (1) year only or for less than one (1) year; employees whose positions are funded by grants and/or yearly allocated state or federal monies; and employees whose positions are authorized for no more than twelve (12) months.

6. Educator: All licensed personnel as defined above.

ADMIN-REG:
410.14-2

APPROVED:
6.12.07

ADMINISTRATIVE REGULATION—410.14-2: (Causes for Disciplinary Action or Contract Non-Renewal; Disciplinary Actions; Causes for Contract Termination)

1. Causes for Disciplinary Action or Contract Non-Renewal: The District may determine not to renew the contract of an educator for any of the following reasons:

- 1.1. Immorality.
- 1.2. Insubordination, which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior.
- 1.3. Incompetence.
- 1.4. Mental or physical incapacity.
- 1.5. The need to reduce staff size due to a drop in student enrollment, program or service discontinuance, a shortage of anticipated revenue after the budget has been adopted, or school consolidation.
- 1.6. Conviction of a felony or misdemeanor involving moral turpitude.
- 1.7. Conduct which may be harmful to students or the District.
- 1.8. Improper or unlawful physical contact with students.
- 1.9. Repeated violation of District policy.
- 1.10. Unprofessional conduct not characteristic of or befitting a Canyons District educator.
- 1.11. Unsatisfactory compliance with terms of probation (see District policy Policy—410.8—Provisional Status Licensed Personnel).
- 1.12. Any reason that the District in its sole discretion deems reasonable and appropriate (applies to provisional employees only).
- 1.13. Performance, attitude, or other employment attribute which is substantially below the performance reasonably expected from other educators having similar responsibilities and duties as determined by District Policy—400.31—Evaluation of Licensed Personnel.

2. Disciplinary Actions

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

disciplinary action.

- 2.1. Oral Reprimand: Oral reprimand may be issued by the immediate supervisor.
- 2.2. Written Reprimand: Written reprimand is issued by the immediate supervisor or District Administration which warns the employee that adverse employee actions which may include contract termination may be taken.
 - 2.2.1. This warning is active for a two-year period and may remain in either the school file or in the employee's district personnel file.
 - 2.2.2. The warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
- 2.3. Probation: The District may elect, but is not required to place the employee on probation for misconduct which could be grounds of termination during the contract year.
 - 2.3.1. The District is solely responsible for determining the length and terms of probation except under the provisions of District Policy—400.31—Evaluation of Licensed Personnel.
 - 2.3.2. Probation shall not prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the probation.
- 2.4. Suspension: The District may, at its discretion, place the employee on suspension.
 - 2.4.1. The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension.
 - 2.4.2. Suspension may, among other reasons, be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of an employee or for the purpose of awaiting the outcome of criminal charges pending against an employee.
 - 2.4.3. Suspension of a teacher shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.
 - 2.4.4. Furthermore, the fact that pending criminal charges against a teacher may be resolved in favor of the teacher shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the teacher based all or in part upon the same facts which gave rise to the criminal charges.
- 2.5. Any employee subject to disciplinary action shall be given the opportunity to be represented in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action.

3. Causes for Contract Termination

- 3.1. The District may terminate the employment of any educator during the term of the educator's contract for any of the reasons listed above under items 1.1 through 1.13.

- 3.2. The District may terminate the employment of any educator during the term of the educator's contract for any act, failure to act, or conduct which constitutes a breach of the educator's employment contract.

ADMIN-REG:
410.14-3

APPROVED:
6.12.07

ADMINISTRATIVE REGULATION—410.14-3: (Procedures for Contract in Question, Contract is Not Renewed; and Contract Will Not Be Issued)

1. Procedures When Renewal of the Contract of a Career Educator is in Question

- 1.1. When continued employment of a career educator is in question, the career educator shall be informed in writing at least three (3) months before the end of the contract term.
- 1.1.1. The reasons why continued employment is in question shall be specified.
 - 1.1.2. The career educator shall be provided an opportunity to correct the deficiencies which are causing continued employment to be in question. Assistance may be granted the educator to correct the deficiencies including informal conferences and services of school personnel.

2. Procedures When the Contract of a Career Educator Will Not Be Renewed.

- 2.1. When the contract of a career educator will not be renewed, the career educator shall be notified in writing at least forty (40) working days before the end of the contract term.
- 2.2. The notice shall state the date of termination and set forth the reasons for contract nonrenewal.
- 2.3. The notice shall include a date for an informal conference with the Legal Counsel or designee, a timeline for a hearing before an independent hearing officer, and a timeline for a hearing before the Board of Education.
- 2.3.1. The hearing shall be scheduled at intervals of ten (10) working days.
 - 2.3.2. A recommendation shall be required from the hearing examiner within ten (10) working days of the date of the hearing.
- 2.4. The career educator shall be notified of the right to have the conference and hearings scheduled. If the educator elects not to attend, the dates will be cancelled.
- 2.5. The career educator shall be informed of the right to be represented at the hearing(s) by a representative of his/her choice.
- 2.6. The notice shall be delivered to the career educator personally or sent by certified mail to the educator's most recent address as shown on the District personnel records.

- 2.7. The employee must give notice of appeal in writing to the Director of Human Resources within ten (10) working days after receiving the recommendation of Legal Counsel or designee. Failure to request such an appeal in writing shall constitute a waiver of the right to appeal the recommendation of Legal Counsel or designee.

3. Procedures When Provisional Contract Will Not Be Issued

- 3.1. Provisional educators, as defined under District Policy—410.8—Provisional Status Licensed Personnel, are not entitled to employment beyond the end of the term of the present contract, and may not reasonably expect continued employment in succeeding years.
- 3.2. When the District determines not to issue a contract of employment to a currently employed provisional educator, the educator shall be notified in writing at least forty (40) working days prior to the end of the traditional school year.
- 3.3. When the District decides to terminate the employment of a provisional educator during the contract term, the employee is entitled to a fair hearing (see item 410.14-4, 1.4).

ADMIN-REG:
410.14-4

APPROVED:
6.12.07

ADMINISTRATIVE REGULATION—410.14-4: (Procedures for Termination During Contract Term)

1. Notice

- 1.1. When an educator is to be terminated during a contract term, the District shall notify the educator in writing of the intent to terminate.
- 1.2. The notice shall be delivered to the individual personally or sent by certified mail to the individual's last-known address as shown on the personnel records of the District at least thirty (30) days prior to the proposed date of termination.
- 1.3. The notice shall state the date of termination and set forth the reasons for termination.
- 1.4. The notice shall advise the individual that he or she has a right to a fair hearing and that the hearing process outlined below is waived if a hearing is not requested within fifteen (15) days after the notice of termination was either personally delivered or mailed to the individual's most recent address as shown on the District personnel records. The hearing process includes the right to an informal conference with the administration, the right to a hearing before an independent hearing officer, and the right to a hearing before the Board of Education.
- 1.4.1. The hearings shall be scheduled at intervals of ten (10) working days whenever possible.
- 1.4.2. A recommendation shall be required from the hearing examiner within ten (10) working days of the date of the hearing.

- 1.5. The notice shall also inform the educator of the right to be represented at the hearing(s) by a representative of his/her choice.
- 1.6. The employee must give notice of appeal in writing to the Director of Human Resources within ten (10) working days after receiving the recommendation of Legal Counsel or designee. Failure to request such an appeal in writing shall constitute a waiver of the right to appeal the recommendation of Legal Counsel or designee.
- 2. Suspension Pending a Hearing**
 - 2.1. Suspension pending a hearing may be without pay if an authorized representative of the District determines, after providing the employee with an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the employee are true and will result in termination.
 - 2.2. If termination is not subsequently ordered, the employee shall receive back pay from the period of suspension without pay.
- 3. Continued Educator Service**
 - 3.1. After notice of termination, the educator, at the option of the superintendent, may remain on the job, be reassigned to another licensed position, or be subject to other reasonable personnel actions.
 - 3.2. If the superintendent finds that continued employment may be harmful to students or the District, the educator shall be suspended with pay pending termination. No more than thirty (30) days of salary shall be provided to employees who are on suspension.
 - 3.2.1. The District shall notify the educator of the suspension in writing.
 - 3.2.2. The District notice shall include findings of fact as to why harm may result to students or the District if active service is allowed to continue.
- 4. Hearing Cancelled or Not Requested**
 - 4.1. If a hearing is cancelled or not requested by the educator, the written notice of intention to terminate employment will serve as written notice of final termination by the Board.
 - 4.2. The cause(s) of termination are those contained in the notice of intention to terminate employment.
- 5. Appointment of Hearing Examiner**
 - 5.1. Hearing examiners shall be persons who will conduct hearings in a fair and neutral manner. Hearing examiners may either be District hearing examiners or non-district employee hearing examiners.
 - 5.2. Hearing Examiners.
 - 5.2.1. District hearing examiners include not fewer than five (5) employees of the District selected annually by the Director of Human Resources. The employee who is the subject of the appeal may select any one individual from the pool of hearing examiners to hear the appeal of the employee.

5.2.2. Non-District Employee Hearing Examiners. If a non-school employed hearing examiner is utilized at the request of the employee, the costs associated with the hearing examiner shall be shared equally by the District and the individual employee. The District may require the posting of a bond or letter of credit or the deposit of sufficient cash by the employee to assure payment by the employee or the employee's association or representative of the foregoing expenses.

5.3. The employee agent and the District may agree to use the American Arbitration Association (AAA) for Level IV hearings. This includes following the rules and procedures as outlined by the AAA.

6. Conduct of the Hearing

6.1. The educator may be represented by counsel and may call witnesses, hear accusing testimony, cross examine witnesses, and examine documentary evidence.

6.2. The District shall make available District employees if needed as witnesses for either party.

6.3. Parties shall exchange documentary evidence at least two (2) working days before the scheduled hearing.

6.4. The hearing shall be conducted informally, and the rules of evidence used in courts of law need not be strictly observed.

6.5. The hearing proceedings shall be recorded and preserved in a manner to assure completeness and accuracy; i.e., electronic tape recording. Stenographic recording shall not be required.

7. Hearing Examiner's Decision

7.1. After hearing all of the evidence, the hearing examiner may render an oral decision immediately following the conclusion of the proceeding. The hearing examiner shall within ten (10) working days of the hearing, render a written decision supported by findings of fact.

7.2. The decision may recommend to the Board that the proposed action be taken or that the proposed action not be taken or that other action less severe than the proposed action be taken.

7.3. The decision of the hearing examiner, together with the findings of fact, shall be sent by certified mail to the educator's last known address. A copy shall be mailed to the educator's representative, if any.

8. Request for Board Review

8.1. The educator shall have the right to request a Board review of the decision of the hearing examiner.

8.2. A written request for a Board review must be received by the President of the Board of Education within ten (10) working days of the date the hearing examiner's decision is postmarked.

8.3. The Board review shall be upon the record made in the hearing before the hearing examiner, except that the Board may, at its discretion, hear additional

testimony or argument.

9. Board Review Not Requested or Decision Favors Educator

- 9.1. If a request for review is not received or if the decision of the hearing examiner is in favor of the educator, the Board shall determine whether or not to adopt the decision of the hearing examiner.
- 9.2. If the Board adopts the decision of the hearing examiner, the findings of fact prepared by the hearing examiner, if any, shall be deemed the findings of fact made by the Board. The District shall notify the educator of the Board's decision by certified mail.
- 9.3. If the Board determines not to adopt the decision of the hearing examiner, the Board shall review the matter based upon the record made in the hearing before the hearing examiner, except that the Board, at its discretion, may hear additional testimony or argument.
 - 9.3.1. The administration will notify the educator if the Board determines to hear additional testimony or argument.

10. Board Decision

- 10.1. Within five (5) working days of receiving the hearing examiner's decision, the Board shall render a decision that the originally proposed action be taken, that the originally proposed action not be taken, or that other action less severe than the originally proposed action be taken.
- 10.2. The Board shall issue findings of fact that support the decision or may adopt the findings of fact prepared by the hearing examiner. The educator shall be notified of the decision of the Board and the findings of fact by certified mail addressed to the educator's last known address. A copy shall be sent to the educator's representative, if any.

11. Finality

- 11.1. The decision of the Board in all cases is final.
- 11.2. A rehearing shall not be allowed.

12. Appeal

- 12.1. Upon the timely filing of an appeal of the decision of the Board in an appropriate court of law, the Board shall cause to be prepared, certified, and transmitted to the court, the decision of the Board, the findings of fact of the Board, and the record of the hearing before the hearing examiner or Board or both.

13. Restoration of Records and Benefits

- 13.1. If the final decision is made in favor of the educator, the charge(s) shall be expunged from the educator's record except when substantive problems exist but the recommendation to terminate was dismissed or modified because of procedural errors.
- 13.2. If the final decision is made in favor of the educator, the educator shall be reimbursed for salary and benefits lost during suspension, if any.

EXHIBITS



**CANYONS SCHOOL DISTRICT
POLICY MANUAL**

<u>REFERENCES</u> None
<u>FORMS</u> None
<i>CANYONS BOARD OF EDUCATION</i>

This online presentation is an electronic representation of the Canyons School District's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent located at 9361 South 300 East Sandy, UT 84070.