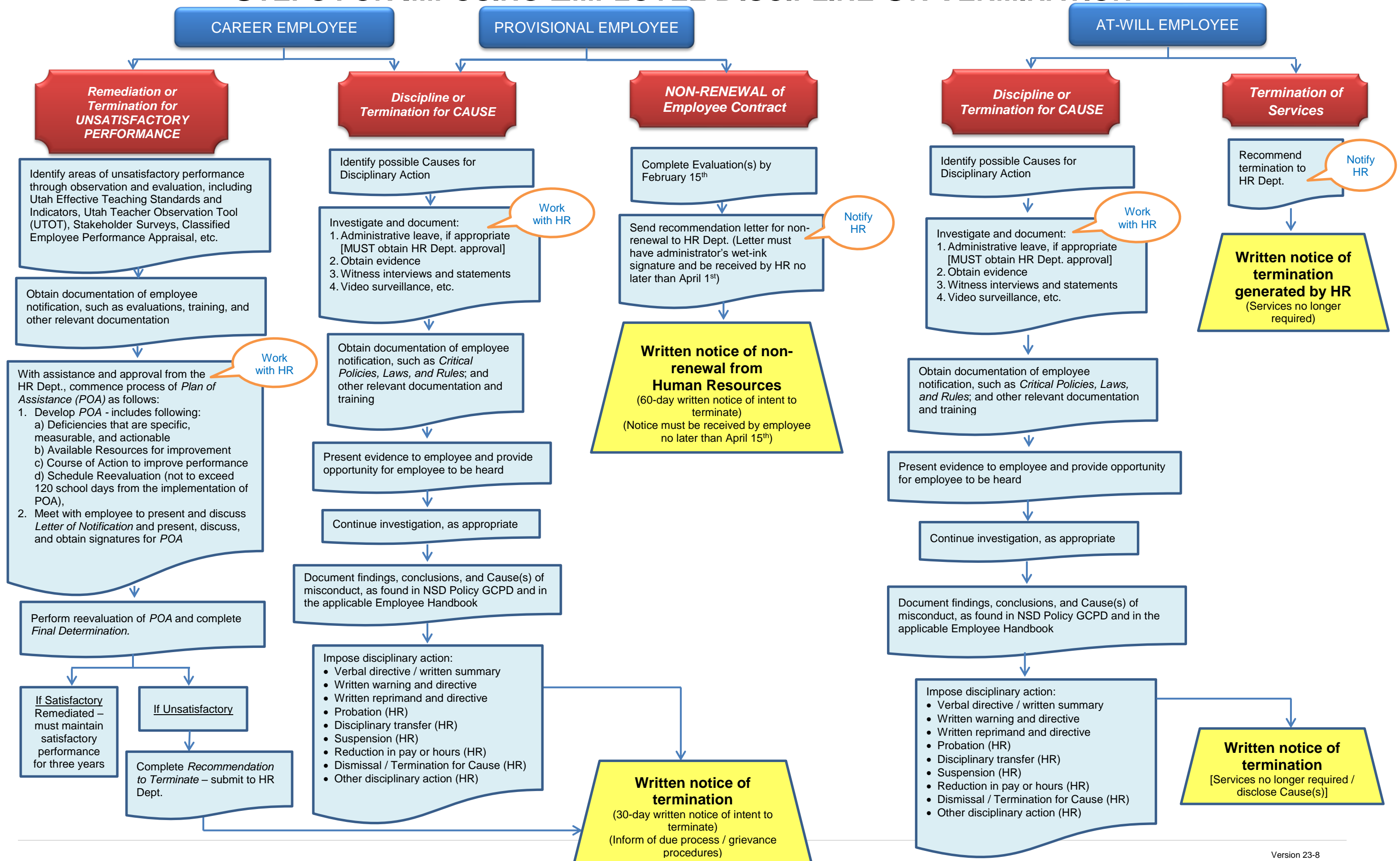




EMPLOYEE RELATIONS AND CORRECTIVE DISCIPLINE HANDBOOK

Version
August 2023

STEPS FOR IMPOSING EMPLOYEE DISCIPLINE OR TERMINATION

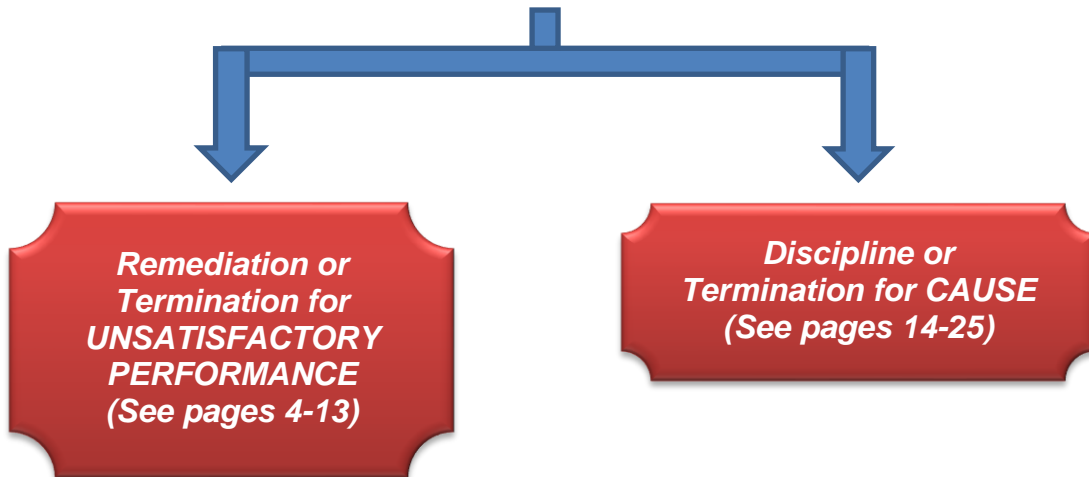


[EMPLOYEE DEFINITIONS TAB]

Employee Definitions

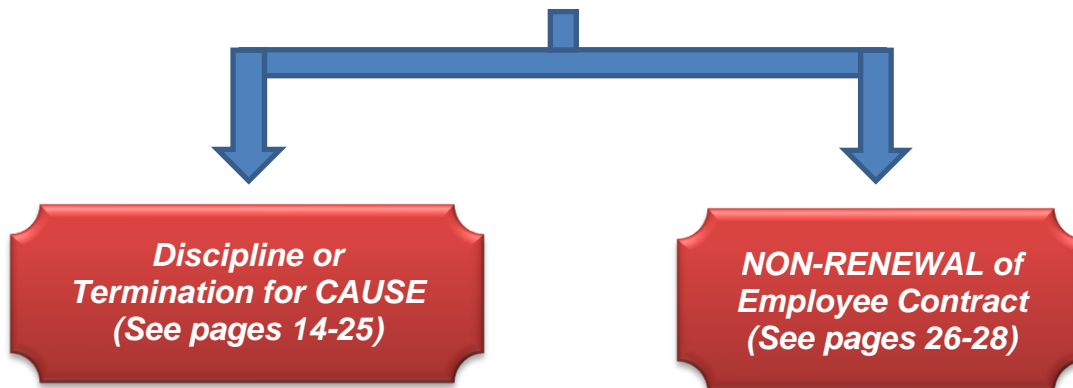
CAREER EMPLOYEE

“Career Employee” means an Employee of the District who has obtained a reasonable expectation of continued employment based upon Utah Code Ann., §53G-11-503 and District practice, policy, or employee handbook. Except as provided in Section 7.2 of Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*, 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.



PROVISIONAL EMPLOYEE

“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.



AT-WILL EMPLOYEE

“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 Handbook, 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 Handbook or Management Team Handbook, 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 of Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*, 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 of said policy.



[UNSATISFACTORY PERFORMANCE TAB]

***Remediation or
Termination for
UNSATISFACTORY
PERFORMANCE***

***Remediation or
Termination for
UNSATISFACTORY
PERFORMANCE***



Identify areas of unsatisfactory performance through observation and evaluation, including Utah Effective Teaching Standards and Indicators, Utah Teacher Observation Tool (UTOT), Stakeholder Surveys, Classified Employee Performance Appraisal, etc.

“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 as a cause for disciplinary action.

For Certified Employees, please refer to the following:

- Utah Effective Teaching Standards
- Effective Counselor Performance Rubric
- Other applicable evaluation tools as provided by the Utah State Board of Education

For Classified Employees, please refer to the following:

- Classified Employee Performance Appraisal
- Other applicable evaluation tools as provided by the Utah State Board of Education

For Administrative Employees, please refer the following:

- Utah State Standards for Educational Leadership
- Other applicable evaluation tools as provided by the Utah State Board of Education

Obtain documentation of employee notification, such as evaluations, training, and other relevant documentation

CERTIFIED EMPLOYEES

1. Orientation: documentation that at least fifteen (15) calendar days before any formal observation the Educator Orientation included an explanation of the process, forms, evaluation instrument, purpose, and method of evaluation was conducted by the principal/supervisor.
2. Documentation that by April 15 of each summative year (which should occur at least every three (3) years) the principal/supervisor has completed an evaluation of each Career Educator as established by the Joint Evaluation Committee and as organized under Section 8 of the Certified Employee Handbook.
3. Documentation of a pre-conference prior to the formal observation. During the pre-conference the date of the observation must be communicated to the educator. The pre-conference is separate from the Orientation.
4. All documentation from the evaluation itself, including the instrument, and recommendations. Documentation of assignments or tasks to be completed and any email or other communications between the Administrator and the Educator including those of a formative nature such as telephone calls, emails, notes from classroom visits, etc.
5. Documentation of trainings, in-service meetings, faculty meetings, college or university courses, or any other instruction wherein the Educator was made aware of the standard for satisfactory performance in the areas deemed unsatisfactory.
6. Documentation of the post-observation conference held within fifteen (15) calendar days of the visit. Educators must be given a copy of the evaluation report and must discuss it with the person preparing it before it is submitted to the District Office for inclusion in the Educator's personnel file. After the review, the educator must affix his/her signature to indicate that he/she is aware of the contents of the report.
7. Evaluation will be based on more than one observation and will include multiple lines of evidence. Where problems are perceived to exist, the written report will include: (a) clear identification of deficiencies; (b) possible resources to improve performance; (c) recommended course of action for improvement; (d) reasonable assistance to be offered by the District staff, AND (e) reasonable expectation and responsibility to improve on the part of the Educator.
8. Documentation that the Educator did not request an outside review of the evaluation within fifteen (15) calendar days after receiving the written evaluation. If a review was requested, provide documentation of any recommendations regarding the evaluation procedures the outside reviewer may have made to the Superintendent regarding the summative evaluation. The Educator is also entitled to submit in writing a response to his/her evaluation.

CLASSIFIED EMPLOYEES

1. A copy of the employee's job description.
2. Documentation of employee evaluations. Evaluations must be related to job performance, professionalism, and attitude, and shall provide information to the employee to assist in increasing his/her work efficiency and effectiveness.
3. Written documentation regarding an employee's unsatisfactory job performance may be maintained and submitted to the Human Resource Department by the Principal/Supervisor whenever the principal/supervisor feels it is necessary.
4. All performance documentation, letters, or reports in the employee's personnel file. Prior to submission to the personnel file, each employee must have an opportunity to review them, sign them, and keep a copy.
5. Documentation of a formative nature such as telephone calls, emails, formative observation of tasks or assignments, etc.

ADMINISTRATIVE EMPLOYEES

1. A copy of the employee's job description.
2. Documentation of employee evaluations. Evaluations must be related to job performance, professionalism, and attitude, and shall provide information to the employee to assist in increasing his/her work efficiency and effectiveness.
3. Written documentation regarding an employee's unsatisfactory job performance may be maintained and submitted to the Human Resource Department by the supervisor whenever the supervisor feels it is necessary.
4. All performance documentation, letters, or reports in the employee's personnel file. Prior to submission to the personnel file, each employee must have an opportunity to review them, sign them, and keep a copy.
5. Documentation of a formative nature such as telephone calls, emails, formative observation of tasks or assignments, etc.



With assistance and approval from the HR Dept., commence process of *Plan of Assistance (POA)* as follows:

1. Develop *POA*:
 - a) Deficiencies that are specific, measurable, and actionable
 - b) Available Resources for improvement
 - c) Course of Action to improve performance
 - d) Schedule Reevaluation (not to exceed 120 school days from the implementation of *POA*),
2. Meet with employee to present and discuss *Letter of Notification* and present, discuss, and obtain signatures for *POA*

Work
with HR

“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 as a cause for disciplinary action.

- Utah law and Nebo School District policy require the District to provide written documentation of the deficiencies in performance and discuss the deficiencies with the employee. This requirement is satisfied following the formal evaluation when the principal/supervisor meets with the employee, presents the employee with the written evaluation instrument showing deficiencies, and discusses those deficiencies.
- Utah law also requires that the District provide the Career Employee with written notice that the Career Employee's contract is subject to nonrenewal or termination if, following completion of a Plan of Assistance, the employee's performance is determined to still be unsatisfactory. This notice provision is satisfied by the *Plan of Assistance – Letter of Notification*.

POA – LETTER OF NOTIFICATION
(Insert School Letterhead)

[Date]

[Name of Employee]
[Street Address]
[City, State, Zip]

RE: Plan of Assistance – Letter of Notification

Certified Employee:

This letter is to inform you that your performance has been found unsatisfactory in one or more formal evaluations. To allow you an opportunity to improve your performance, the following Plan of Assistance has been developed.

This letter also serves as your official notice under Section 8 of Nebo School District Policy GCPD and Utah Code Ann., Section 53G-11-514(1) that if upon reevaluation following completion of this Plan, your performance is determined to still be unsatisfactory, your contract of employment will be subject to non-renewal or termination.

It is my hope that you will be able to successfully complete this Plan of Assistance by using all resources available. Please let me know if you have questions or concerns so I can provide you with any needed assistance.

Sincerely,

[SCHOOL NAME]

[Principal Name]
Principal

I have received a copy of and understand the above letter.

[Employee Name]

Date

cc. Director of Human Resources
cc. Director of Elementary/Secondary Education
cc. District Personnel File

- The Plan must include a Course of Action to improve the employee's performance.
- The Plan must include a reevaluation date and be signed by both the employee and the principal/supervisor. The period of time for implementing the Plan begins when the employee receives the *POA – Letter of Notification*. It must be long enough to successfully complete the Plan, but it cannot exceed 120 school days. The Plan may continue from one school year into the next. It ends when the District either determines that the employee has successfully remediated the deficiency or gives notice of intent to terminate.



PLAN OF ASSISTANCE

Employee's Name	Click here to enter name	Position	Enter position
School	Click here to enter school	Years in current assignment	Enter years
Department	Click here to enter department	Years in Nebo	Enter years
Administrator/ Supervisor	Click here to enter administrator/supervisor	Date Initiated	Click to choose date.

DEFICIENCIES

(specific, measurable, actionable)

[Click here to enter text.](#)

I have seen and understand the list of deficiencies above and they have been personally discussed with me. (Employee initial) _____

AVAILABLE RESOURCES

[Click here to enter text.](#)

I have seen and understand the list of resources available to me and understand that it is my responsibility to access them. (Employee initial) _____

RECOMMENDED COURSE OF ACTION

[Click here to enter text.](#)

I have seen and understand the Recommended Course of Action and it has been discussed with me. (Employee initial) _____

REQUIRED OUTCOMES

(specific, measurable, actionable outcomes linked to list of Deficiencies above)

[Click here to enter text.](#)

I have seen and understand the list of Required Outcomes and it has been discussed with me. (Employee initial) _____

REEVALUATION / FINAL DETERMINATION

The principal/supervisor is responsible to gather formal and informal observation data before the Final Determination date. The Final Determination date must be set to determine whether the Plan of

Assistance has been completed satisfactorily. This date must allow sufficient time for the employee to successfully complete this Plan and shall not exceed 120 school days from the date this Plan was officially discussed with the employee.

Deficiency 1: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 2: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 3: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 4: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 5: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 6: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 7: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 8: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 9: Enter deficiency.	Completion Date: Click to choose a date.
Deficiency 10: Enter deficiency.	Completion Date: Click to choose a date.

FINAL DETERMINATION DATE: [Click to choose a date.](#)

I understand that I must successfully complete the above Course of Action by the Final Determination Date. (Employee initial) _____

I understand that my principal/supervisor will determine if I have successfully completed the above Course of Action by the Final Determination date. (Employee initial) _____

I have been informed of my right to have a review of the Summative Evaluation. (Employee initial) _____

 # Number of additional documents attached. (Employee initial) _____

I have seen and understand this Plan of Assistance and it has been personally discussed with me.

Employee Signature _____ Date _____

Principal/Supervisor Signature _____ Date _____

cc. Director of Human Resources
cc. Director of [Choose a department](#)
cc. District Personnel File

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Perform reevaluation of *POA* and complete
Final Determination

The reevaluation consists of a final formal observation using the same evaluation instrument that was used to identify the areas of Unsatisfactory Performance. For Certified Employees, this will be the Utah Effective Teaching Standards. For Classified Employees, this will be the Classified Employee Performance Appraisal.

Following the final formal observation, the principal/supervisor must present the employee with written documentation of the employee's performance in the areas previously identified as unsatisfactory. This may be accomplished through a post-observation conference with the employee.

At this post-observation conference, the principal/supervisor must complete the Final Determination. The Final Determination must indicate whether the employee's performance was satisfactory or unsatisfactory.

If Satisfactory
Remediated – must
maintain
satisfactory
performance for
three years

If the employee's performance is found satisfactory, the employee must acknowledge that if at any time within three (3) years of the initial documentation of Unsatisfactory Performance, his/her performance is found to be unsatisfactory in the areas identified as unsatisfactory, his/her job can be terminated without an additional Plan of Assistance. The employee must sign and date the Final Determination.

If Unsatisfactory

If the employee's performance is found unsatisfactory, the employee must sign and date the Final Determination. The employee should be informed that the principal/supervisor will be sending a Recommendation to Terminate to the Department of Human Resources.

FINAL DETERMINATION

Employee's Name: [Click here to enter text.](#)

Position: [Click here to enter text.](#) School/Department: [Click to enter text.](#)

Principal/Supervisor: [Click here to enter text.](#)

Initial Date of Plan of Assistance: [Click to enter a date.](#)

The following determination has been made regarding the employee's completion of the above-referenced Plan of Assistance (please check one):

☐ **SATISFACTORY**

I (employee named above) understand that if at any time within three (3) years of the initial documentation of Unsatisfactory Performance, my performance is determined to be unsatisfactory for any deficiency identified in this Plan, my job can be terminated without an additional Plan of Assistance. _____ (initial)

☐ **UNSATISFACTORY**

The principal/supervisor will give a signed copy of this document and a letter containing a recommendation to terminate to the Director of Human Resources. Please list deficiencies not corrected in the section below.

DEFICIENCIES NOT REMEDIED

(Please list and/or attach any documentation or other evidence of deficiencies not corrected supporting the determination that performance remains unsatisfactory.)

[Click here to enter text.](#)

I have seen and understand the Final Determination above and it has been personally discussed with me.

Employee Signature _____ Date _____

Principal/Supervisor's Signature _____ Date _____

cc: Director of Human Resources

cc: Director of [Choose an item.](#)

cc: District Personnel File



Complete Recommendation to Terminate – submit to HR Dept.

If the employee's performance is found to be unsatisfactory, the principal/supervisor must complete the Recommendation to Terminate and send it, along with a copy of the Plan of Assistance and all other relevant documentation, to the Department of Human Resources.

[Insert School/Organization Letterhead]

RECOMMENDATION TO TERMINATE

TO: Director of Human Resources
FROM: [Principal/Supervisor Name]
DATE: [Date]
SUBJECT: Recommendation to Terminate [Name]

After identifying and providing resources and support over the last _____ school/work days for _____ (employee) as part of his/her Plan of Assistance, upon reevaluation, the employee's performance remains unsatisfactory as evidenced by the following deficiencies that have not been corrected:

DEFICIENCIES

As a result, I am recommending him/her for termination. I have enclosed a copy of the signed Plan of Assistance and the Final Determination.

cc. Director of Human Resources
cc. Director of [Elementary/Secondary Education, Operations, Special Education, etc.]
cc. Personnel File

Human Resources Director examines all POA Documents and any/all additional documents and circumstances surrounding employee and makes decision regarding termination.

If Not Terminated at this time, next steps/timeframes determined by HR Director and Applicable Director(s)

If Terminated, Written Notice of Termination Delivered
(30-day written notice of intent to terminate)
(Inform of due process / grievance procedures)

[CAUSE TAB]

***Discipline or
Termination for
CAUSE***

***Discipline or
Termination for CAUSE***



**Identify possible Causes for
Disciplinary Action**

Disciplinary action, up to termination from employment, may be taken against an employee for any of the following Causes:

1. Violation of District policy; contract; or state or federal law, rule, or regulation, reasonably related to the employee's job.
2. Conduct that may be harmful to students or to the District.
3. Improper or unlawful physical contact with students.
4. Dishonesty.
5. Theft.
6. Dangerous or disorderly conduct.
7. Immoral conduct.
8. Child sexual or physical abuse.
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.
10. Discrimination or harassment.
11. Sexual conduct not otherwise prohibited under Policy JDCB/GBEBB, Sexual Harassment, but that may, upon examination of the circumstances, including the items listed in Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination* Sections 4.11.1 – 4.11.12.
12. Use of District property for personal gain.
13. Negligent or willful damage to District property.
14. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.).
15. 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.
16. Insubordination or failure to comply with directives from supervisors within the scope of employment.
17. Failure to maintain certification/licensure.

18. 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.



Investigate and document:

- Administrative leave, if appropriate
[MUST obtain HR Dept. approval]
- Obtain evidence
- Witness interviews and statements
- Video surveillance, etc.

Work
with HR

Depending upon the specific situation and the nature of the possible Cause(s) of misconduct that may lead to disciplinary action or termination of an employee, it may be appropriate at the beginning of the investigation to place the employee on administrative leave. The District may place an 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. 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. 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.



Obtain documentation of employee notification, such as Critical Policies, Laws, and Rules; and other relevant documentation and training

Principal/supervisor needs to obtain a copy of the employee's most recently signed *Critical Policies, Laws & Rules* compliance checklist form. In addition, collect and compile any other documentation or material evidencing employee's notification or training on subjects that are relevant to the alleged misconduct.

ADMINISTRATIVE LEAVE
 [Insert School Letterhead]

[Date]

VIA: [Personal Delivery] -OR-
 [U.S. Certified Mail – Return Receipt No. #### #### ####]

[Name of Employee]
 [Street Address]
 [City, State, Zip]

RE: Administrative Leave

Dear [Name]:

This letter is to confirm, in writing, our conversation on [Date] wherein I placed you on paid administrative leave, until further notice, pending further investigation regarding the possible violation of professional conduct as defined in Section 7 of the Nebo School District Certified Employee Agreement.

Sincerely,

[SCHOOL NAME]

[Principal Name]
 Principal

cc: District Personnel File

[If Personal Delivery, include the following]

My signature below acknowledges that I have received a copy of this letter on the date indicated.

[Employee Name]

Date

The principal/supervisor shall promptly conduct an investigation of the possible Cause(s) of misconduct that may lead to disciplinary action or termination of an employee. The investigation should commence as soon as reasonably possible following receipt of the information.

If at any point during the investigation, the disciplinary action that may be imposed, is reserved for issuance by the Superintendent or designee (H.R.) including one or more of the following: Probation, Disciplinary Transfer, Suspension, Reduction in Pay or Hours, Dismissal/Termination for Cause, or other Disciplinary Action reserved for use by HR, be sure to communicate with the HR Director as soon as possible to determine next steps.

During the investigation, the principal/supervisor shall gather any evidence and pertinent information concerning the alleged misconduct, such as surveillance videos; written records, forms, and documents; computer and electronic records; letters, emails, and other correspondence; witness statements; physical evidence; investigative and police reports; etc.

The principal/supervisor shall also talk with the following persons individually and make a record of their conversations:

- Any person(s) who may be a victim or is making the allegations of misconduct against the employee (e.g., student, parent, employee, etc.);
- Any person(s) who may have witnessed the alleged misconduct; and
- Any person(s) who may have relevant information concerning the alleged misconduct.

Witness Statement

SCHOOL / DEPARTMENT: _____

WITNESS INFORMATION:

Name: _____ Home Address: _____

Home/Mobile Phone: _____ Work Phone: _____ Email: _____

INCIDENT INFORMATION:

Date and time of incident(s): _____

Names of persons involved in incident(s): _____

Location of incident(s): _____

Names of witnesses: _____

Describe the incident(s) as clearly as possible, including what was said (threats, requests, demands, etc.), whether any physical contact occurred, and what force was used (attach additional pages if necessary):

Describe any situations where you have witnessed a hostile or unsafe environment in the school or workplace that has caused an adverse effect on students or employees (attach additional pages if necessary):

I hereby represent that the information provided herein is true, correct, and complete to the best of my knowledge.

Witness signature: _____ Date: _____

If the witness is unable or unwilling to complete and sign this form, provide the following information and sign below.

Name of person completing form: _____ Title: _____

Reason witness did not complete form: _____

Signature of person completing form: _____ Date: _____

Confidentiality

In order to protect the privacy interests of individuals and to ensure the integrity of the investigation, the complaint and investigation are confidential. You are hereby directed to refrain from speaking or disseminating relevant facts or information concerning this matter to others. Disciplinary action may be imposed for violation of this directive.

For School/District Use Only

Maintain original at School/Department of Human Resources/District Civil Rights Coordinator



Present evidence to employee and provide opportunity for employee to be heard

Prior to taking any disciplinary action beyond a verbal directive/written summary, the principal/supervisor shall give the employee notice of the accusation(s), evidence of the misconduct, and the opportunity to be heard (i.e., to respond to the allegations and tell his/her version of the story). This is sometimes referred to as a "Loudermill Hearing." Cleveland Board of Education v. Loudermill, 470 U.S. 532 (1985).



Continue investigation, as appropriate



Document findings, conclusions, and Cause(s) of misconduct, as found in NSD Policy GCPD and in the applicable Employee Handbook

Notify
HR

The principal/supervisor who conducts the investigation is the “finder of fact” and must make and document their findings and conclusions in connection with the Causes listed above. In making these findings and conclusions, the principal/supervisor may take into account:

- The statements made by the persons identified above;
- The details and consistency of each person's account;
- Evidence of how individuals have reacted to alleged incident(s) of misconduct;
- Evidence of any similar past instances of misconduct by the employee;
- Evidence of any past complaints that were found to be true or untrue; and
- Any other physical evidence or pertinent information applicable to the particular situation.

If misconduct by the employee is deemed to be substantiated by the evidence, the principal/supervisor may take into consideration the following in order to judge the severity of the employee's misconduct:

- How the misconduct affected students, parents, employees, patrons, and school/work environment;
- The type, frequency, and duration of the misconduct;
- The number of persons involved;
- The age, maturity, and other pertinent attributes of the persons involved;
- The time, place, and situation where the incident(s) occurred;
- Other incidents at the school/work; and
- Any other physical evidence or pertinent information applicable to the particular situation.

The principal/supervisor must document the findings and conclusions of the investigation concerning the employee's misconduct, and explain how the employee's misconduct violated one or more of the above listed Causes. These Causes are found in Section 4, *Causes for Disciplinary Action*, of Nebo School District Policy GCPD, Section 11, *Termination and Corrective Action*, of the Nebo Certified Employees Handbook; Section 11, *Termination and Corrective Action*, of the Nebo Classified Employees Handbook, and Section 11, *Termination and Corrective Action*, of the Nebo Management Team Handbook.

The principal/supervisor must notify the Director of Human Resources and provide her/him with all the evidence and documentation concerning the employee's misconduct.



Impose disciplinary action:

- Verbal directive / written summary
- Written warning and directive
- Written reprimand and directive
- Probation (HR)
- Disciplinary transfer (HR)
- Suspension (HR)
- Reduction in pay or hours (HR)
- Dismissal / Termination for Cause (HR)
- Other disciplinary action (HR)

The District may proceed with one or more of the following disciplinary actions against an employee for any misconduct that falls within the listed Causes. Discipline should be progressive and appropriate to the misconduct at issue. In matters that involve more serious misconduct, the District may elect to exclude any or all of the following actions and proceed directly with termination for Cause.

1. Verbal directive / written summary - A verbal directive may be used by the principal/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 principal/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.



Verbal Directive/Written Summary

(Retain in Employee File at School/Department Level)

Verbal Directive Given To: _____

Employee Status: ☐ Temporary ☐ At Will ☐ Provisional ☐ Career

Is Employee on Probation? ☐ Yes ☐ No

Verbal Directive Given By: _____ Date _____

Problem Leading to Verbal Directive:

Verbal Directive:

Employee Reaction to Directive:

(No Signature Necessary)

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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 principal/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.

WRITTEN WARNING & DIRECTIVE
[Insert School Letterhead]

[Date]

VIA: Personal Deliver

[Name of Employee]
[Street Address]
[City, State, Zip]

RE: Letter of Warning and Directive

Dear [Name]:

This letter is to summarize and make a matter of record our meeting on [Date]. It is to be considered a formal written warning and includes directives you will be expected to follow. During the meeting we discussed the following:

- Before the bell rang on Friday, [Date], you excused your class stating that you were leaving for lunch. At 10:45 a.m. some of your students went to another teacher's classroom asking if they could come in and join their class. When the teacher asked where they were supposed to be, they indicated that you told them to leave because you were going to lunch. You were also seen leaving the parking lot before the lunch bell. This is not acceptable behavior for any teacher placed in the care and instruction of students in the classroom.

The following direction is being given to you:

- From this time forward, you are expected to teach from bell to bell and supervise the students placed in your classes. You are not to excuse students early and then leave campus.
- If you have a need to leave campus during your contracted time for any reason, you must check out through the office.
- If you have questions regarding procedure or policy, you are encouraged to ask me for clarification and advice.

By this warning, I am giving you an opportunity to correct these deficiencies. Failure to make these corrections and follow the direction given could lead to further discipline up to and including termination.

Sincerely,

[SCHOOL NAME]

[Principal Name]
Principal

cc: District Personnel File

My signature below acknowledges that I have received a copy of this letter on the date indicated. My acknowledgement of receipt of this letter is not to be construed that I agree with all of the content contained therein. I further acknowledge that I have the right and opportunity, if I so desire, to prepare a written response to this letter which shall be attached hereto and placed in my personnel file.

[Employee Name]

Date

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 principal/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.

WRITTEN REPRIMAND & DIRECTIVE
[Insert School Letterhead]

[Date]

VIA: Personal Delivery

[Name of Employee]
[Street Address]
[City, State, Zip]

RE: Letter of Reprimand and Directive

Dear [Name]:

This letter is a follow-up to our meeting with you on Friday, [Date]. That meeting was held in a response to certain allegations concerning your conduct that were received from interviews with students and their parents. The issues raised are of serious concern to the District. They involve the following laws, policies and a memo from the Director of Secondary Education, dated [Date] to which you are subjected. Copies of the memo, the act and the policies are attached for your benefit. This is to be considered a formal letter of reprimand with directives.

The issues that were identified are:

1. Your conduct as it relates to the Utah Family Educational Rights and Privacy Act, (Utah Code Ann., Section 53E-9-202 and 203). You responded in the affirmative to the allegations that you had become involved in discussing and providing information regarding the private marital lives of yourself and one of your student's parents with students. This is in direct violation of the act.
2. Your conduct as it relates to at least three areas discussed in the "Professional Ethics for Teachers" pamphlet published by the Utah Professional Practices Advisory Commission. These areas are:
 - (1) "Your language should be a model for students. Do not use profanity, vulgarity, or slang in front of your students. We are judged by what we speak."
 - (2) "Use caution in the ways you touch your students. This is an area that oftentimes can erupt into a major issue. Touching students may lead to unexpected situations. Use caution! Acceptable ways of showing affection and warmth are by using praise, rewards and smiles."
 - (3) "Keep 'confidential' information on students confidential! Do not discuss personal information about students with other students, parents or even teachers that are not involved in a 'team solution' process. Disclosure of information to persons who do not have both a right and a need to know is a violation of the law. Respect your students; and they will respect you."

There were allegations concerning improper sexual content in conversations with students such as, a question you asked female students, "Is it because I have something between my legs that you guys don't?" Also, you used the word, "bullshit" and other inappropriate language with students and spoke to them in angry and inappropriate ways.

There have been many occasions where you have been alone with female students after school and in a variety of situations, such as in the Gym and in your vehicle while you were taking them home.

There have been a number of occasions when you have hugged and otherwise touched female students. You have shared personal information inappropriate ways.

3. Your conduct as it relates to Nebo School District Policy, #GBHA, "Scope of Employment". You have, on many occasions either been at student's homes in inappropriate situations, or inappropriately invited students to your home or other places in violation of the policy.
4. Your conduct as it relates to the Nebo School District Policy, #GBEB, "Sexual Harassment". Several allegations may be considered to be forms of sexual harassment by the District. Sexual harassment is

defined in Nebo Board Policy File #GBEB as: "Sexual harassment includes, but is not limited to the following: 1. Derogatory, demeaning, or offensive jokes, teasing, or comments of a sexual nature; 2. Graphic remarks or sexual comments about an individual's body; 3. Sexually suggestive or obscene pictures, cartoons, posters or objects; 4. Grabbing, pinching or touching of private areas; 5. Deliberate cornering, shouldering or bumping in hallways; 6. Sexual gestures, unwanted pats, hugs, or any unwanted touching; 7. Any form of sexual threat, intimidation or exploitation; 8. Spreading of sexual rumors; 9. Actual or attempted sexual assault, molestation or rape; 10. Sexist remarks or gender based stereotyping; 11. ~~Panting~~ male or female students, flipping up girls dresses, etc." Comments of a sexual nature, written or spoken to students and discussion of dreams with sexual overtones are inappropriate and considered to be harassment. Your hugs and touches of female students are also inappropriate. Sexual harassment of any kind is in violation of Board Policy. Violation of this policy is one of the behaviors listed in the "Agreement Between the Board of Education of Nebo School District and the Nebo Education Association", Section 11, which are "Good and Sufficient Cause" for termination from Nebo School District.

5. Your conduct as it relates to the memo from the Director of Secondary Education, dated [Date]. You have not avoided the appearance of impropriety with individual students. You have not been careful enough about touching female students. You have not kept appropriate professional distance. You have not modeled proper language.

After investigating, the following direction is being given to you:

1. You are being placed on probation for one calendar year from the date of this letter.
2. You are to abide by all the policies of the District, particularly those listed above and by the memo from the Director of Secondary Education dated [Date].
3. You are to teach your classes and interact with students in a professional and caring manner, but maintaining a professional distance from them.
4. You are not to take any of your students home from school alone in your vehicle or any other vehicle.
5. If there is some legitimate reason for you to meet with students regarding school business off campus and after school, you are to obtain written approval from the principal to do so.
6. You are never to use inappropriate language of a sexual nature to students, even in a joking or teasing manner. You are also never to use inappropriate language around students, such as profanity or vulgarity.
7. You are not to touch students in any way which will make them uncomfortable to be around you or in any way which might be interpreted by them as being of a sexual nature.
8. You are not to ask students about, or discuss with them private issues about either themselves or their families as in enumerated in the "Utah Family Rights and Privacy Act" (copy enclosed).
9. You are directed to abide by the "confidentiality" and "reprisals" sections of the District Sexual Harassment Policy.
10. If it is determined that related incidents occur in the future or that breaches of confidentiality or retaliatory action are taken by you against any person participating in bringing these allegations or their investigation, you may be subject to severe disciplinary action up to and including termination of employment.

The following assistance is provided to you:

1. If you have questions you need answers to, or clarifications to policies, you may either see the principal, the Director of Secondary Education or the Director of Human Resources. We would be happy to speak with you and assist you in any way we can. It is our desire to see you succeed in your profession.
2. You are directed to seek counseling from the District Employee Assistance Program available to you through Blomquist and Hale Consulting Group. The phone number at their Orem office is 801-225-9222 and their Salt Lake number is 801-262-9619.

Your conduct has put you in jeopardy of having your employment terminated with Nebo School District. By this reprimand we give you an opportunity to correct this behavior. Please let us know if we can be of assistance. Should this behavior persist, further disciplinary action will occur, including, but not limited to termination of employment. Should you have any questions concerning your rights as an employee, please consult the Nebo School District Certified Employees Agreement Book and applicable district policies.

Sincerely,

[SCHOOL NAME]

[Principal Name]

Principal

Enc.

cc: District Personnel File

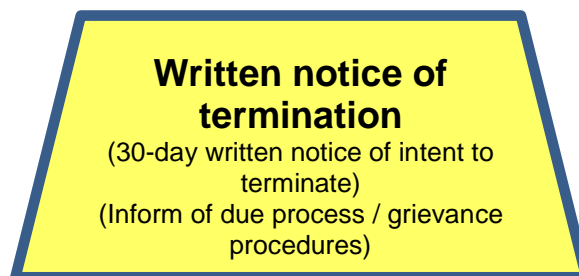
My signature below acknowledges that I have received a copy of this letter on the date indicated. My acknowledgement of receipt of this letter is not to be construed that I agree with all of the content contained therein. I further acknowledge that I have the right and opportunity, if I so desire, to prepare a written response to this letter which shall be attached hereto and placed in my personnel file.

[Employee Name]

Date

4. Probation - The Superintendent or his/her designee (generally the Director of Human Resources) 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.

5. Disciplinary transfer – The Superintendent or his/her designee (generally the Director of Human Resources) 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. Suspension - The Superintendent or his/her designee (generally the Director of Human Resources) 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.
7. Reduction in pay or hours – The Superintendent or his/her designee (generally the Director of Human Resources) 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.
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 8, *Orderly Dismissal Procedures*, in Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*. An Employee who has been dismissed from employment may appeal such action within the grievance procedure as provided in the applicable employment handbook. All dismissals/terminations shall be authorized and handled by the Superintendent or his/her designee (generally the Director of Human Resources).
9. Other disciplinary actions – There may be other disciplinary actions imposed upon an employee. Such other disciplinary actions must be authorized and handled by the Superintendent or his/her designee (generally the Director of Human Resources).



[NON-RENEWAL TAB]

NON-RENEWAL
of
Employee Contract

***NON-RENEWAL of
Employee Contract***



Complete Evaluation(s) by
February 15th

Utah Code Ann., §53G-11-504 requires that each school district employee be evaluated annually. Exemptions from the annual evaluation requirement may be made for At-Will and Temporary Employees.



Send recommendation letter for
non-renewal to HR Dept. (Letter
must have administrator's wet-ink
signature and be received by HR
no later than April 1st)

Notify
HR

Unless an individual contract of employment expressly provides otherwise, a Provisional Employee shall be employed for the contract term and may be terminated during the contract term only for Cause or under the provisions of Nebo School District Policy GCPF, Reduction of Force. Each Provisional Employee will be re-employed for the succeeding year unless given notice as provided below.

Utah Code Ann., §53G-11-503 provides that a Provisional Employee's status may be extended up to an additional two (2) consecutive years (one (1) year at a time). In order to extend a Provisional Employee's status, the principal/supervisor must send to the Director of Human Resources a *Request for Extension of Provisional Status* by April 1st.

REQUEST FOR EXTENSION OF PROVISIONAL STATUS

[Insert School Memorandum Form or Letterhead]

MEMORANDUM

To: [Name], Director of Human Resources
From: [Principal Name]
Date: [Date]
Subject: Requesting Extension of Provisional Status for [Name]

I am recommending that [Name] provisional status be extended through the [School year] school year. [Name] is in his/her third year of teaching, this extension will allow him/her to continue improving on deficiencies identified in his/her evaluation(s). I intend to work closely with [Name] and give him/her an opportunity to be successful in his/her chosen field.

Please Note:

- Memo is retained in Employee's Personnel File at the District Office
- Memo is due to Director of Human Resources by April 1

Under certain circumstances, it may be appropriate to non-renew a Provisional Employee's contract. If the District determines not to re-employ a Provisional Employee for the next contract term, the principal/supervisor must send to the Superintendent a *Request for Non-Renewal* to the Superintendent by April 1st.

REQUEST FOR NON-RENEWAL
[Insert School Memorandum Form or Letterhead]

MEMORANDUM

To: Enter name of director, Director of Human Resources
From: Enter name
Date: Enter date
Subject: Recommendation to Non-Renew Enter employee name

Based upon the provisions outlined in Section 7.2 of Nebo School District Policy GCPD, it is determined that the contract of Enter employee name, a provisional employee, should not be renewed for the Enter year school year.

cc: Personnel File

Please Note:

- Memo is retained in Employee's Personnel File at the District Office
- Memo is due to Director of Human Resources by April 1

Notice of non-renewal shall be given by the Human Resources Department to the Provisional Employee by personal delivery or U.S. Certified Mail by April 15th. This notice shall contain the date of its execution and a clear and concise statement that the Provisional Employee's contract will not be renewed as per Utah Code Ann., § 53G-11-513. Notice will also include a statement allowing for an informal conference with the Director of Human Resources.

**Written notice of non-
renewal from
Human Resources**

(60-day written notice of intent to
terminate)

(Notice must be received by
employee no later than April 15th)

[TERMINATION OF SERVICES TAB]

Termination of SERVICES

