

- 3.2. Any employee subject to disciplinary action which might result in loss of pay or employment shall have the right to be represented by their association representative or council at his/her own expense in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action.

4. PROVISIONAL AND CAREER STATUS

4.1. Minimum Years of Service

A provisional employee must work for the District on at least a half-time basis (calculated on an eight (8) hour work day) for three (3) consecutive full contract years to obtain career employee status. An employee working for the District in more than one position where the assignments are substantially different will be identified as provisional or career in relation to each assignment separately.

4.2. Extension of Provisional Status

~~4.2.1.~~ *District Extension.* The District may extend the provisional status of an employee up to an additional two (2) consecutive years when the provisional employee exhibits job performance concerns which may be defined as unsatisfactory performance or for cause or misses extensive days of work in a contract term. If the provisional status of an employee is to be extended, the employee shall be notified in writing as early as possible but no later than the end of the contract term, which is June 30 in most instances.

~~4.2.2. *State Licensing Extension.* An educator employed as a Level 1 teacher who fails to meet the requirements to move to a Level 2 license shall remain in a provisional status. (See; U.A.C. R277-522-4. Satisfaction of Entry Years Enhancements.)~~

4.3. Extra-Duty Assignment Not Applicable

An employee who is given extra-duty assignments in addition to a primary assignment, is a temporary employee in those extra-duty assignments and may not acquire career status beyond the primary assignment. Extra-duty assignments may be modified or changed at any time.

4.4. Transfer Positions

4.4.1. *Substantially Different Assignment:* An employee who has achieved career status and subsequently accepts another position that is substantially different from the position in which career status was achieved will begin a new three (3) year provisional period as required in 4.1 above. Should job performance concerns arise in the substantially different position during the new provisional period, the employee may be transferred or reassigned by the District to a position similar to his/her original assignment. The right to a fair hearing shall not apply when such transfers or reassignments are made by the District.

4.4.2. *Grant or Soft Funding Assignment:* A career employee who agrees to take a different assignment with the District that is funded by a grant or other "soft" money does not relinquish career status, and should funding for the position end, the employee will be eligible for transfer under the involuntary transfer procedures of the applicable employee agreement.

4.5. Reemployment Following Voluntary or Involuntary Termination

If an employee leaves employment with the District and subsequently returns to employment with the District, regardless of whether the individual works for another education entity during the interim, the employee will be considered a provisional employee upon return and be subject to the same requirements as a new employee with regard to obtaining career status.

4.6. Years of Service and/or Career Status with Other Education Entity

Years of successful service or having obtained career employee status while employed

with an entity other than the District will not be considered in determining the career or provisional status of a new employee.

4.7. Ineligible for Career Status

A person is an at-will employee and is not eligible for career employee status if the person:

- 4.7.1. is an unlicensed educator who holds ~~an administrative/supervisory letter of authorization~~ **District-specific license**; or
- 4.7.2. is a temporary employee as defined by this policy.

5. CAREER EMPLOYEE EXHIBITING BOTH UNSATISFACTORY PERFORMANCE AND FOR CAUSE CONDUCT

5.1. If a career employee exhibits both unsatisfactory performance as described in Section 2.11 and conduct described in Section 2.5; the District:

5.1.1. may:

- (a) attempt to remediate the conduct of the career employee; or
- (b) terminate the career employee for cause if the conduct merits dismissal in accordance with the procedures of this policy; and

5.1.2. is not required to develop and implement a plan of assistance for the career employee as provided in Section 7.1.3.

5.2. If the conduct of a career employee described in Subsection 5.1 is satisfactorily remediated, and unsatisfactory performance issues remain, the District shall develop and implement a plan of assistance for the career employee, as provided in Subsection 7.1.3.

5.3. If the conduct of a career employee described in Subsection 5.1 is not satisfactorily remediated, the District:

- 5.3.1. may dismiss the career employee for cause in accordance with the procedures of Section 9 of this policy; and
- 5.3.2. is not required to develop and implement a plan of assistance for the career employee as provided in Subsection 7.1.3.

6. FOR CAUSE – Discipline

The District may proceed with one or more of the following disciplinary actions against an employee whose behavior or conduct qualifies as for cause. The District may elect to exclude any or all of the following actions and proceed directly with termination for cause. The decision to implement any of the following disciplinary actions shall in no way prejudice the right of the District to include additional disciplinary actions or proceed with termination for cause or non-renewal on the same facts which gave rise to the progressive disciplinary action.

6.1. Verbal Warning.

6.2. Written Warning.

6.3. Disciplinary Suspension With or Without Pay. The District may impose in good faith an unpaid suspension for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, or drug or alcohol use, or for violations of state or federal laws. This provision refers to serious misconduct, not performance issues or attendance issues.

6.4. Termination for Cause.

6.5. Other disciplinary actions. The District may take other disciplinary actions not specified in this policy.

7. UNSATISFACTORY PERFORMANCE – Discipline

If the District intends to non-renew or terminate during the contract term a career employee's contract for unsatisfactory performance, the individual responsible for evaluating the employee shall proceed as follows: