

Cache County School District

Policy Series 5000: Personnel

Policy No. 5140

Employment Provisions and Orderly Termination

A. Definitions

1. For purposes of this policy, the following definitions apply:

a. “Career Employee”

(1) An employee of the Cache County School District who has a reasonable expectation of continued employment. An employee working for the District on at least a half-time salaried contract (.50 Full-Time Equivalent) or 30 hours per week in an hourly paid position and eligible for employer-paid benefits becomes a career employee after successfully completing at least three (3) full consecutive academic years as a provisional employee. The Cache County School District may extend this three-year provisional status up to an additional two (2) consecutive years. If a provisional employee begins after the start of the school year, that school year does not count toward "career employee" status. Successful completion is determined based on the performance of all contractual duties within standards acceptable to the Cache County School District.

(2) An employee who has obtained a reasonable expectation of continued employment under this policy and then accepts a position with the District that is substantially different from the position in which career status was obtained shall become a conditional employee in the new position for two years. If the conditional employee is not successful in the new position, they will be returned to their original position as a career employee. An employee with career status who is separated from employment with the District and later returns to work with the District shall, upon return, be a provisional employee.

2. “Provisional Employee”

Any employee who has not achieved career employee status is a “Provisional Employee.” A provisional employee is an employee who works for the Cache County School District on at least a half contract (.50 FTE or higher) basis or 30 hours or more per week in an hourly paid position and is eligible for employer-paid benefits, hired on an individual, one-year contract, and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will, and their employment can

be terminated at the discretion of the Board of Education, except that provisional employees can only be discharged during the term of each contract for cause. The Cache County School District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 60 days before the end of the contract term of that individual. Some circumstances under which an employee's provisional status may be extended include:

- (1) inadequate score on a performance evaluation or insufficient progress in working towards career status; or
- (2) declining student enrollment in the district or in a particular program or class;
- (3) discontinuance or substantial reduction of a particular service or program; or
- (4) budgetary constraints.

3. “Temporary Employee”

- a. Temporary employees are all employees employed on a temporary basis. Temporary employees include educators with a contract of less than 0.50 FTE and educational support staff with regularly scheduled hours of less than 30 hours per week. Temporary employees may also include individuals hired for a specified time period. Generally, temporary employees do not qualify for any employer-paid benefits. Temporary employees also include those seasonal employees employed for less than the entire academic year. Temporary employees are employed at the will of the District and have no expectation of continued employment, and their employment may be terminated at any time without cause. Temporary employees are not career or provisional employees as defined by the policies of the District.

4. “Contracted Service Providers”

- a. Contracted Service Providers are individuals, regardless of employment status (full or part-time), who are paid by contract to provide specific types of services for the District but who are not employees, are not on the District payroll, and do not receive the same benefits offered to regular employees of the District.

5. “Extra Duty Contracts”

- a. An employee given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment. There is no right to a due process hearing if a person is released from coaching or an extra duty position. A person may be released from a coaching or extra duty position at the school and/or the District administration’s discretion.

6. “Employee”

- a. A person other than the District Superintendent or Business Administrator who is a career or provisional employee of the District. Employee does not include temporary employees.

7. “Contracted Term or Term of Employment”

- a. The term of employment is the period during which an employee is engaged by the District under a contract of employment, whether oral or written. Employment is subject to policies of the Cache County School District and applicable federal, state, and local laws.

8. “Dismissal or Termination”

- a. An employee shall be deemed to be discharged upon the occurrence of any of the following events:
 - (1) Termination of the status of employment of an employee;
 - (2) Failure to renew the employment contract of a career employee;
 - (3) Reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee’s contract term; or
 - (4) Change of assignment of an employee with an accompanying reduction in pay unless the assignment change and salary reduction are agreed to in writing.
- b. Nothing in this policy shall prevent the ability of employees to include representation during meetings involved in potential discipline, performance, or termination situations.

9. “Unsatisfactory performance”

- a. A deficiency in performing work tasks, which may be:
 - (1) due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and
 - (2) remediated through training, study, mentoring, or practice.
- b. Does not include the following conduct that is designated as a cause for termination or a reason for license discipline:

- (1) a violation of work policies;
- (2) a violation of District policies, Utah State Board of Education rules, or law;
- (3) a violation of standards or ethical, moral, or professional conduct; or
- (4) insubordination.

B. Causes for Dismissal or Non-Renewal

1. Any employee may be suspended or discharged during a contract term for any of the following:
 - a. Insubordination or failure to comply with directives from supervisors;
 - b. Incompetence;
 - c. Conviction, including entering a plea of guilty or nolo contendere (no contest) of a felony or misdemeanor involving violence;
 - d. Conduct which may be harmful to students or the District;
 - e. Improper or unlawful physical contact with students;
 - f. Violation of the District's Employee Code of Conduct;
 - g. Violation of district policy, Utah State Board of Education rules, or law;
 - h. Unprofessional conduct not characteristic of or befitting a District employee, including a violation of standards of ethical, moral, or professional conduct;
 - i. Manufacturing, possessing, using, dispensing, distributing, selling, and/or engaging in any transaction or action to facilitate the use, dispersal, or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a part of any District activity;
 - j. Current addiction to or dependency on a narcotic or other controlled substance that impacts an employee's performance and/or work duties;
 - k. Dishonesty or falsification of any information supplied to the District, including

data on application forms, employment records, or other information given to the District;

- l. Engagement in sexual harassment or other unlawful harassment of a student or employee of the District;
- m. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies or failure to maintain necessary certification;
- n. Deficiencies pointed out as part of any appraisal or evaluation;
- o. Failure to fulfill duties or responsibilities or a violation of work rules;
- p. Inability to maintain discipline in the classroom or at assigned school-related functions;
- q. Use of alcoholic beverages or controlled substances that impact job responsibilities;
- r. Acceptance of employee onto the District's Long-Term Disability (LTD) plan;
- s. Failure to maintain an effective working relationship or to maintain good rapport with parents, co-workers, the community, or colleges;
- t. Failure to maintain requirements for licensure or certification;
- u. Unsatisfactory performance;
- v. For any other reason justifying termination of employment for cause.

C. Termination for Unsatisfactory Performance – Procedural Due Process Notice to Career Employee of Unsatisfactory Performance

1. If the District intends not to renew the contract of a career employee for reasons of unsatisfactory performance, it shall:
 - a. Notify the employee at least 30 days prior to issuing a notice of intent not to renew the employee's contract that continued employment is in question and the reasons for anticipated non-renewal;

- b. The principal or designee shall provide and discuss with the employee written documentation identifying the deficiencies in performance;
- c. The principal or designee shall develop and implement a plan of assistance in accordance with procedures and standards established by current evaluation procedures to allow the employee an opportunity to improve performance;
- d. Provide to the employee a sufficient period to complete the plan of assistance of at least 30 days but not more than 120 days in which to correct the deficiencies; except the 120-day limit may be extended when:
 - (1) an employee is on leave from work during the period the plan of assistance is scheduled to be implemented, and the leave was not approved and scheduled before the written notice of intent not to renew was provided; or
 - (2) the Board specifically approves the leave.
- e. The time period to correct the deficiencies may continue into the next school year;
- f. The time period to implement the plan of assistance and correct the deficiencies shall begin when the employee receives the written notice and end when the determination is made that the employee has successfully remediated the deficiency or notice of intent not to renew or terminate the employee's contract is given.
- g. The principal or designee shall reevaluate the employee's performance.
- h. If, upon a reevaluation of the employee's performance, the District determines the employee's performance is satisfactory, and within three years after the initial documentation of unsatisfactory performance for the same deficiency, the employee's performance is determined to be unsatisfactory, the District may elect not to renew or terminate the employee's contract.
- i. If the employee's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent not to renew or terminate the employee's contract, which shall include written documentation of the employee's deficiencies in performance.
- j. Nothing in this Policy shall be construed to require compliance with or completion

of evaluations prior to non-renewal of a career employee's contract.

- k. An employee whose performance is unsatisfactory may not be transferred to another school unless the District explicitly approves the transfer of the employee.

D. Notice of Intent not to Renew Contract of Career Employee

1. If the District intends not to renew the contract of employment of a career employee after giving notice that continued employment is in question, it shall:
 - a. Give notice that a contract of employment will not be offered for the following school year to the individual;
 - b. Issue notice at least 30 days before the end of the individual's contract term; and
 - c. Serve notice by personal delivery or certified mail to the employee's most recent address on the District's personnel records.

E. Notice of Intent to Terminate Employment During Term of Contract

1. If the District intends to terminate an employee's contract during the contract term, the District shall:
 - a. Give written notice of that intent to the employee;
 - b. Serve the notice by personal delivery or by certified mail addressed to the individual's last known address;
 - c. Serve the notice at least 30 days before the proposed date of termination;
 - d. State the date of termination and detailed reasons for termination;
 - e. Give notice of the individual's right to appeal the decision to terminate employment and the right to a hearing and the right to legal counsel, to present evidence, cross-examine witnesses, and present arguments at the hearing; and
 - f. Notify the employee that failure to request a hearing within 15 days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records shall constitute a waiver of the right to contest the decision to terminate.

F. Notice of Intent Not to Offer a Contract to a Provisional Employee

1. If the District intends not to offer a contract of employment for the succeeding school year to a provisional employee, it shall give notice at least 60 days before the end of the provisional employee's contract term that the employee will not be offered a contract for the following term of employment. Because provisional employees do not have an expectation of continued employment, they do not have the right to grieve the decision not to renew their employment and do not have the right to a hearing.

G. Expectation of Continued Employment in Absence of Notice

1. In the absence of a notice, a career or provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employees into which the individual falls.
2. This provision does not preclude the dismissal of a career or provisional employee for cause during the contract term.

H. Right to an Informal Conference

1. A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must advise the individual that they may request an informal conference before the Superintendent or Superintendent's designee. The request for an informal conference must be made in writing and delivered to the Superintendent within 10 days of the date on the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practicable. Suspension pending a hearing may be without pay if the Superintendent or a designee determines, after the informal conference or after the employee has had an opportunity to have an informal conference, that it is likely that the reasons for cause will result in termination.

I. Employee's Right to Hearing

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

J. Appointing a Hearing Examiner

1. If the Board of Education/Superintendent determines that a hearing examiner shall conduct the hearing, they will appoint an independent hearing examiner.
2. In appointing a hearing examiner, the Board of Education may delegate its authority to the hearing officer to make findings and decisions relating to the employee's employment that are binding upon both the employee and the Board of Education. In the absence of an express delegation, the Board retains the right to make its own decision based on the hearing examiner's factual findings.

K. Rights of Employee at a Hearing

1. At the hearing, the employee and administration have the right to counsel, produce witnesses, hear testimony, cross-examine witnesses, and examine documentary evidence.

L. Hearing Record

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

M. Decision

1. Within 30 days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery.
2. If the board or hearing officer decides not to terminate the employee's employment, the employee shall be reinstated, and back pay shall be paid if the employee was suspended without pay pending a hearing.

N. Appeal of Decision

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

O. Suspension During Investigation

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

P. Necessary Staff Reduction Not Precluded

1. Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:
 - a. Declining student enrollments in the district;
 - b. The discontinuance or substantial reduction of a particular service or program;
 - c. The shortage of anticipated revenue after the budget has been adopted or
 - d. School consolidation.
2. If staff reduction is necessary, the District will not use a last-hired, first-fired layoff policy when terminating school district employees.
 - a. To the greatest extent possible, the District will utilize natural attrition to meet staff requirements.
 - b. If natural attrition is not expected to meet staff reduction requirements, the district will establish an orderly procedure for staff reduction and recall.
 - c. To the greatest extent possible, the District will include representatives from affected employees, community stakeholders, relevant employee associations, and the school Board in determining staff reduction criteria.
 - d. The District will utilize criteria such as, but not limited to, qualifications, assignments, district staffing needs, competence, and seniority to rank employees for staff reduction.
 - e. Employees will be notified of their ranking and the total number of anticipated staff reductions as early as practicable.
 - f. Employees selected for reduction in force will be notified of their reduction no less than 60 days prior to their anticipated last day of employment.
3. All employees subject to staff reduction will be recalled at the earliest possible opportunity. No new employee will be hired while a qualified employee is awaiting rehire.

Approved by the Board of Education: November 20, 2025

**Replaced policies 5140, 5170, 5175, 5180, and 5280.*