



539 North 870 West | Hurricane Utah 84737 | 435.635.7815 | Fax: 435.705.7576 | www.valleyacademycharter.com

Employee Discipline, Administrative Leave, and Orderly Termination

I. Purpose

The purpose and intent of the policies stated herein are to:

- a. Promote and maintain a high level of acceptable behavior on the part of all employees, with the ultimate goal of creating the most productive working climate for employees and the best possible learning environment for students.
- b. Correct remediable or substandard performance on the part of employees and, in those instances where such conduct is irremediable, pursue steps required for the orderly dismissal of such employee.
- c. Provide a meaningful level of communication with employees by which employees will know what is expected of them, to provide remediation where possible in those cases where it is needed, and to provide a process for discipline and discharge where that becomes necessary.
- d. Assure consistent application of rules, notifications of substandard work and ways it can be corrected, careful investigation of facts, open dialogue to give both sides an opportunity to state respective positions, and provide a level of discipline that is consistent with the level of the alleged infraction.

II. Definitions

- a. **“At-Will Employee”** means an individual employed by Valley Academy whose employment may be terminated at any time, with or without cause. Any Classified Employee 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 employed at less than 0.5 FTE is at will.
- b. **“Temporary Employee”** means an individual employed on a temporary basis as defined in an employment agreement or memorandum of understanding with the Employee or the Employee’s association, school practice, or policy. Temporary Employees are At-Will Employees and have no expectation of continued employment. They may be terminated at any time with or without cause. The orderly dismissal procedures outlined in Section 6 below do not apply to Temporary Employees, and Temporary Employees are not entitled to the pre- and post-disciplinary hearings outlined in Section VI below.
- c. **“Unsatisfactory Performance”** means a deficiency in performing work tasks which may be: (a) due to insufficient or undeveloped skills, lack of knowledge or aptitude, poor attitude, or insufficient effort; and (b) remediated through training, study, mentoring, practice, or greater effort. Unsatisfactory Performance does not include conduct designated in Section IV below as a cause for disciplinary action.

III. **Administrative Leave**

- a. Valley Academy may place any 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 School. The decision to place an Employee on administrative leave, and the terms of such leave, is at the sole and absolute discretion of the Administration and must be authorized by the Director of Human Resources.
- b. 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. If the School determines that allegations of misconduct against an Employee are more likely true than not, the Employee should not be placed on administrative leave but instead should be suspended without pay, in which case the procedures outlined in Section V below must be followed.

IV. **Causes for Disciplinary Action**

- a. Violation of school policy
- b. Conduct that may be harmful to students or to the School
- c. Improper or unlawful physical contact with students
- d. Dishonesty
- e. Theft
- f. Dangerous or disorderly conduct
- g. Immoral conduct
- h. Child sexual or physical abuse
- i. Commission or conviction of criminal act(s), including entering a plea of guilty or no contest, of a felony or misdemeanor reasonably related to the Employee's job
- j. Discrimination or harassment
- k. Use of School property for personal gain
- l. Negligent or willful damage to School property
- m. Negligent or willful waste of School supplies or equipment
- n. Falsification of information supplied to the S (such as applications, employment data, reports, required documents, test data, etc.)
- o. Neglect of duty, including but not limited to, unexcused absences, excessive tardiness, excessive absences, abuse of benefits (including sick leave, health insurance, etc.), and failure to supervise students
- p. Insubordination or failure to comply with directives from supervisors
- q. Failure to maintain certification/licensure

V. **Disciplinary Actions**

The School may proceed with disciplinary action against an Employee for any conduct listed in Section IV above. The School may elect to exclude any or all of the following actions and proceed directly with Termination for cause. Proceeding with any of the following disciplinary actions does not prejudice the right of the School to proceed with Termination for cause on the same facts that gave rise to the disciplinary action.

- a. **Verbal directive / written summary:** A verbal directive may be used by the immediate 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,

but the 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.

- b. **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 immediate supervisor or Administrators. This warning does not prejudice the right of the School 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.
- c. **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 immediate supervisor or Administrators. This warning does not prejudice the right of the School to proceed with termination for cause on the same set of facts or new facts should any misconduct continue. A copy of the written reprimand shall be placed in the Employee's personnel file.
- d. **Probation:** The Administration may place the Employee on probation. The Administration retains sole authority for determining the length and terms of the probation. Probation shall not prejudice the right of the School 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.
- e. **Suspension:** The Administration may place the Employee on suspension without pay. The Administration 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 School 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 School 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.
- f. **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 6 below. An Employee who has been dismissed from employment may appeal such action within the grievance procedure as provided in the applicable employment agreement or memorandum of understanding.

VI. **Pre- and post-disciplinary hearings**

Upon being apprised of Employee misconduct or violation of School policy that may lead to disciplinary action, the administrator at the lowest appropriate level shall promptly and thoroughly investigate the alleged misconduct and document the findings.

a. **Required Pre-Disciplinary Hearing**

- i. The affected Employee must be provided minimal due process prior to discipline

beyond a verbal directive. The supervisor shall give the Employee written notice of the accusation, evidence of the misconduct, and the opportunity to present the Employee's side of the story to the supervisor. The notice and informal hearing must precede the imposition of disciplinary action.

- ii. Should the disciplinary action involve Termination, the notice and informal hearing shall be referenced in any further correspondence to the Employee related to the Termination. Notice requirements and other specific procedures related to Termination shall be followed as outlined in Section V above and in the applicable employment agreement or memorandum of understanding and School policies.

b. Required Post-Disciplinary Hearing (Grievance)

- i. An Employee receiving discipline beyond a verbal directive may request a grievance hearing to dispute the discipline. Procedures for requesting and holding such hearings are outlined in the applicable employment agreement or memorandum of understanding, and School policies.
- ii. Notice requirements shall be followed as outlined in Section VI above and in the applicable employment agreement or memorandum of understanding, and School policies. Terminated Employees are typically entitled to representation. At a hearing before the Board of Education or a hearing officer or panel, Employees may call and cross examine witnesses. Other specific hearing procedures may be set by the School.