POLICY 3044

Orderly School Termination for Employees

A. Definitions

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

   a. “Career Employee”

      1) An employee of the Box Elder School District who has obtained a reasonable expectation of continued employment. An employee who works for the Box Elder School District on at least a half-time basis or less than 30 hours per week becomes a career employee upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee (The Box Elder School District may extend the three-year provisional status of an employee up to an additional two (2) consecutive years). If the provisional employee starts after the beginning of the school year, that school year does not count toward "career employee" status. Successful completion is determined by performance of all contractual duties within standards acceptable to the Box Elder 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 which is substantially different from the position in which career status was obtained shall become a provisional 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.

      Utah Code § 53G-11-501(3) (2026)
      Utah Code § 53G-11-503 (2018)

2. ”Provisional Employee”

   a. Any employee who has not achieved career employee status is a “Provisional Employee.” A provisional employee is an employee, who works for the Box Elder School District on at least a half-time basis or 30 hours or more per week, 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 be discharged during the term of each

contract only for cause. The Box Elder 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 30 days before the end of the contract term of that individual. Circumstances under which an employee's provisional status may be extended include:

1) less-than-perfect score on a performance evaluation; or

2) receipt of complaint(s) or expression(s) of concern from a parent, co-worker, or member of the community that creates uncertainty about the employee's professionalism, performance, or character;

3) declining student enrollment in the district or in a particular program or class;

4) the discontinuance or substantial reduction of a particular service or program; or

5) budgetary concerns.

Utah Code § 53G-11-501(12) (2026)
Utah Code § 53G-11-503 (2018)

3. "Educational Support Professional Employees"

   a. Educational Support Professional Employees are all non-certified employees of the District.

4. "Temporary Employee"

   a. Temporary employees are all employees employed on a temporary basis. Employees hired after August 1st are also considered Temporary Employees. Temporary employees also include those seasonal employees who are employed for less than the full academic year. An appointment of a temporary employee may not be for a period of time greater than one 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 employees or provisional employees as defined by Utah Code § 53G-11-501 and the policies of this District.

   Utah Code § 53G-11-501(16) (2026)

5. "Contracted Service Providers"

a. Contracted Service Providers are individuals regardless of employment status (full or part-time) who by nature of their profession are not required to hold a professional certificate issued by the Utah State Board of Education who are paid by contract to provide specific types of services for the Box Elder School District but who are not employees, are not on the Box Elder School District payroll and do not receive the same benefits enjoyed by regular employees of the District.

6. "Extra Duty Contracts"

   a. An employee who is 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 are no rights 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 extracurricular position at the discretion of the school with notification to the Board.

7. "Employee"

   a. A person, other than the District superintendent or business administrator, who is a career or provisional employee of the District.

      Utah Code § 53G-11-501(8) (2026)

8. "Contracted Term or Term of Employment"

   a. The term of employment is the period of time during which an employee is engaged by the District under a contract of employment~~, whether oral or written~~. Notwithstanding, all contracts of employment shall be in writing.

9. "Dismissal or Termination"

   a. An employee shall be deemed to be discharged upon 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.

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.

Utah Code § 53G-11-501(6) (2026)

10. "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, State Board of Education rules, or law;

3) a violation of standards or ethical, moral or professional conduct; or

4) insubordination

Utah Code § 53G-11-501(17) (2026)

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 moral turpitude or immoral conduct;

d. Conduct which may be harmful to students or to the District;

e. Improper or unlawful physical contact with students;

f. Any violation of the District's Employee Code of Conduct;

g. Violation of district policy, 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 party of any District activity;

j. Current addiction to or dependency on a narcotic or other controlled substance;

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 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 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. Drunkenness or excessive use of alcoholic beverages or controlled substances;

r. Disability not otherwise protected by law that impairs performance of required job duties;

s. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleagues;

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 clearly 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 Policy 3041 Educator Evaluation or Policy 3042 Educational Support Professionals (ESP or Classified) Employee Evaluation, to allow the employee an opportunity to improve performance;

d. Provide to the employee a sufficient time period to successfully 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 intent not to renew was provided; or

2) the leave is specifically approved by the Board

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 provided in Policy 3041 or Policy 3042, and end when the determination is made that the employee has successfully remediated the deficiency or notice of intent to not renew or terminate the employee's contract is given in accordance with these policies respectively;

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 a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Policy 3041 or Policy 3042, the employee's performance is determined to be unsatisfactory, the District may elect to not 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 to not renew or to 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 Board specifically approves the transfer of the employee.

Utah Code § 53G-11-514 (2018)
Utah Code § 53G-11-517 (2018)

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 contract term of the individual.

    c. Serve notice by personal delivery or certified mail to the employee's most recent address shown on the District's personnel records.

E. Rehire Eligibility of Non-renewed or Resigned in Lieu of Non-renew

1. If an employee's contract is non-renewed, or the employee chooses to resign in lieu of a non-renewable contract, the employee will become eligible for rehire in BESD one fiscal year from the non-renewed contract date with evidence of improvement.

F. 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 prior to 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;

    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.

    Utah Code § 53G-11-513 (2018)

G. 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 a following term of employment. Because provisional employees do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a hearing.

   Utah Code § 53G-11-513 (2018)

H. Notice of Intent to Terminate or Not Offer a Contract to a Temporary Employee

1. Temporary employees will be given notice of a minimum of 10 working days of the termination of their employment. Because temporary employees do not have an expectation of continued employment, they do not have a right to grieve the decision to terminate or not to extend employment and do not have a right to a hearing.

I. 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 during the contract term for cause.

   Utah Code § 53G-11-513 (2018)

J. 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 he or she 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's 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 had an opportunity to have an informal conference, that it is likely that the reasons for cause will result in termination.

   Utah Code § 53G-11-513 (2018)

K. Employee's Right to a 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, he or she must submit written notice to that effect to the Superintendent's office within five (5) days of the informal conference. If the employee wishes to not have an informal conference, but does wish to have a hearing, he or she 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 notify the Board, which will then either appoint a hearing examiner or hearing board or determine to hear the matter itself. The hearing examiner or hearing board will then coordinate with the employee to schedule the date and time of the hearing. The hearing shall be held no later than 60 days from the date of termination, unless extreme extenuating circumstances exist, as determined by the hearing examiner or hearing board. If, after requesting a hearing, the employee fails to respond to the hearing examiner or hearing board for 15 days after the hearing examiner or hearing officer contacted the employee to coordinate a date and time for the hearing, the employee is deemed to have waived their right to a hearing.

2. If the employee does not request a hearing within 15 days of termination, then the employee shall have waived any right to a hearing and to contest the decision.

Utah Code § 53G-11-513 (2018)

L. Appointing a Hearing Examiner

1. If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.

2. In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to make findings and decisions relating to the employment of the employee 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 factual findings of the hearing officer.

Utah Code § 53G-11-515(1) (2021)

M. Rights of Employee at a Hearing

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

   Utah Code § 53G-11-515(2) (2021)

N. Hearing Record

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

   Utah Code § 53G-11-515(4) (2021)

O. Decision

1. Within 15 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. In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.

   Utah Code § 53G-11-513 (2018)

P. Appeal of Decision

1. The final decision or action of the Board may be appealed to the Utah Court of appeals as provided in Utah Code § 53G-11-515(5).

   Utah Code § 53G-11-515(5) (2021)

Q. Suspension During Investigation

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

   Utah Code § 53G-11-513 (2018)

R. 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.

   Utah Code § 53G-11-516 (2018)

S. No Verbal Agreements

1. It is the policy of the District that all agreements with employees must be written; there are no verbal agreements because all agreements must be approved by the Board of Education. Only the Board of Education has authority to hire and fire unless such authority has been expressly delegated in writing.

T. Notification to Utah Professional Practices Advisory Commission

1. The Superintendent shall notify the Utah Professional Practices Advisory Commission ("UPPAC") if an educator is determined, in any judicial or administrative proceeding, to have violated any of the Utah Educator Standards. The Superintendent shall also notify UPPAC within 30 days of receiving an allegation from a parent that an educator has violated any of the Utah Educator Standards.

   a. If possible, the notification shall be made using the form provided by the UPPAC Executive Secretary. The Superintendent shall also notify UPPAC of any criminal charges filed by a prosecuting agency. For each matter about which notice is given, the Superintendent shall also notify UPPAC of the related investigation or proceeding, any disciplinary action taken (or that no action was taken), the evidence supporting that decision, and any evidence that may be relevant if UPPAC chooses to investigate the matter. In submitting the notification to UPPAC, the Superintendent may make a recommendation to the UPPAC Executive Secretary regarding whether UPPAC investigation would be appropriate under the circumstances, taking into consideration any employment action taken by the District.

   Utah Admin. Rules R277-217-5 (November 21, 2025)