

1 **SCHOOL TERMINATION PROCEDURES MODIFICATIONS**

2 2011 GENERAL SESSION

3 STATE OF UTAH

4 **Chief Sponsor: Ronda Rudd Menlove**

5 Senate Sponsor: Howard A. Stephenson

7 **LONG TITLE**

8 **General Description:**

9 This bill amends the Utah Orderly School Termination Procedures Act, which
10 establishes procedures for the termination of employees of a school district or the Utah
11 Schools for the Deaf and the Blind.

12 **Highlighted Provisions:**

13 This bill:

14 ▶ clarifies that a school district or the Utah Schools for the Deaf and the Blind is not
15 required to provide a cause for not offering a contract to a provisional employee;

16 and

17 ▶ makes technical amendments.

18 **Money Appropriated in this Bill:**

19 None

20 **Other Special Clauses:**

21 None

22 **Utah Code Sections Affected:**

23 AMENDS:

24 **53A-8-104**, as last amended by Laws of Utah 2007, Chapter 348

26 *Be it enacted by the Legislature of the state of Utah:*

27 Section 1. Section **53A-8-104** is amended to read:

28 **53A-8-104. Dismissal procedures.**

29 (1) [The] A district shall provide employees with a written statement [of] specifying:

30 (a) the causes under which a career employee's contract may not be renewed or
31 continued beyond the [~~then-current~~] current school year[~~, under which a contract of each class~~
32 ~~of personnel may not be renewed or continued beyond the then-current school year, and under~~
33 ~~which a contract can be otherwise~~];

34 (b) the causes under which a career or provisional employee's contract may be
35 terminated during the contract term[~~;~~]; and

36 (c) the orderly dismissal procedures [which] that are used by the district in cases of
37 contract termination, discontinuance, or nonrenewal.

38 (2) [~~(a)~~] If the district intends to terminate a career employee's contract during its term
39 for reasons of unsatisfactory performance or discontinue a career employee's contract beyond
40 the [~~then~~] current school year for reasons of unsatisfactory performance, the unsatisfactory
41 performance must be documented in at least two evaluations conducted at any time within the
42 preceding three years in accordance with district policies or practices.

43 [~~(b) The~~] (3) (a) A district shall notify a career employee, at least 30 days prior to
44 issuing under Subsection (3)(d) notice of intent not to renew or continue the career employee's
45 contract beyond the [~~then-current~~] current school year, that continued employment is in
46 question and the reasons for the anticipated nonrenewal or discontinuance.

47 (b) If a career employee receives a notice under Subsection (3)(a) that continued
48 employment is in question, the board:

49 [~~(c) The board~~] (i) shall give the career employee an opportunity to correct the
50 problem in accordance with the district evaluation policies[~~;~~]; and

51 [~~(d) The board~~] (ii) may grant the career employee assistance to correct the
52 deficiencies, including informal conferences and the services of school personnel within the
53 district [~~consistent with Subsections 53A-1a-104(7) and 53A-6-102(2)(a) and (b)~~].

54 [~~(3) (a) If the~~] (c) If a career employee does not correct the [problem] deficiencies as
55 determined in accordance with the evaluation and personnel policies of the district and the
56 district intends to not renew or discontinue the contract of employment of [~~a~~] the career
57 employee at the end of the [~~then-current~~] current school year, it shall give notice of that

58 intention to the employee.

59 ~~[(b)]~~ (d) The district shall issue the notice at least 30 days before the end of the career
60 employee's contract term.

61 ~~[(4) A district shall notify a provisional]~~

62 (4) (a) A district is not required to provide a cause for not offering a contract to a
63 provisional employee.

64 (b) If a district intends to not offer a contract for a subsequent term of employment to a
65 provisional employee, the district shall give notice of that intention to the employee at least 60
66 days before the end of the provisional employee's contract ~~[if the employee will not be offered~~
67 ~~a contract for a subsequent term of employment]~~ term.

68 (5) In the absence of a notice, an employee is considered employed for the next
69 contract term with a salary based upon the salary schedule applicable to the class of employee
70 into which the individual falls.

71 (6) If ~~[the]~~ a district intends to not renew or discontinue the contract of a career
72 employee or to terminate a career or provisional employee's contract during the contract term:

73 (a) the district shall give written notice of the intent to the employee;

74 (b) the notice shall be served by personal delivery or by certified mail addressed to the
75 ~~[individual's]~~ employee's last-known address as shown on the records of the district;

76 (c) except as provided under Subsection (3)~~[(b)]~~, the district shall give notice at least
77 30 days prior to the proposed date of termination;

78 (d) the notice shall state the date of termination and the detailed reasons for
79 termination;

80 (e) the notice shall advise the ~~[individual]~~ employee that ~~[he]~~ the employee has a right
81 to a fair hearing and that the hearing is waived if it is not requested within 15 days after the
82 notice of termination was either personally delivered or mailed to the ~~[individual's]~~ employee's
83 most recent address shown on the district's personnel records; and

84 (f) the notice shall state that failure of the employee to request a hearing in accordance
85 with procedures set forth in the notice constitutes a waiver of that right and that the district may

86 then proceed with termination without further notice.

87 (7) ~~(a)~~ The procedure under which a contract is terminated during its term may include
88 a provision under which the active service of the employee is suspended pending a hearing if it
89 appears that the continued employment of the individual may be harmful to students or to the
90 district.

91 ~~[(8)(a)]~~ (b) Suspension pending a hearing may be without pay if an authorized
92 representative of the district determines, after providing the employee with an opportunity for
93 an informal conference to discuss the allegations, that it is more likely than not that the
94 allegations against the employee are true ~~[and will result in termination]~~.

95 ~~[(b)]~~ (c) If termination is not subsequently ordered, the employee shall receive back
96 pay for the period of suspension without pay.

97 ~~[(9)]~~ (8) The procedure under which an employee's contract is terminated during its
98 term shall provide for a written notice of suspension or final termination including findings of
99 fact upon which the action is based ~~[if the suspension or termination is for cause]~~.