

Fair Dismissal Procedure for Professional Employees

The Spring Hill School District implements the following procedure for dismissal or termination of an experienced Professional Employee. The provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality instructional performance. Nothing in this article shall deny the Board of Education the ability to terminate a professional employee for cause. This process is specifically for Professional Employees who are not meeting instructional performance expectations.

In continued efforts to make the most thorough and comprehensive employment decisions, for the first three (3) years of professional employment with the district, Professional Employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason, except as protected by Constitutional or other nondiscrimination protections. Starting in year four (4) of teaching with the district, Professional Employees shall have earned non-probationary status.

Non-probationary Professional Employees may be terminated for cause. Probationary Professional Employees may be terminated for cause or may be non-renewed with or without cause. "Cause" is defined as any reason put forward by the administration or Board of Education in good faith and which is not arbitrary, irrational, or irrelevant to the Board of Education's task of building up and maintaining an efficient school system. A Professional Employee who is terminated for cause will be notified in writing of the reason for the termination. A Professional Employee terminated for cause prior to the end of the contract date will not be paid the compensation remaining on the employee's contract after the termination date. A probationary Professional Employee terminated for cause either prior to the end of the contract or at the end of the contractual period may request an informal meeting with the Superintendent and/or the Board of Education prior to the Board of Education's termination action. A Professional Employee may be suspended up to twenty (20) work days with pay during an investigation and may be suspended up to three (3) days without pay.

If the proposed dismissal is based on instructional deficiencies, the non-probationary Professional Employee will be informed that his/her performance is substandard and a plan of improvement will be implemented. The non-probationary Professional Employee will be given no less than 12 weeks to demonstrate improvement to an acceptable level, when the poor job performance is instructional in nature. For non-instructional actions which constitute cause, the Professional Employee may or may not be provided time for corrective action. A non-probationary Professional Employee who is on a plan of improvement shall be evaluated according to Section 1.6 of the Master Agreement for each year following the initiation of the plan of improvement until demonstrated improvement is documented. A plan of improvement and subsequent continued evaluation may last for a period of 12 weeks up to 2 years. If improvement is not documented prior to the end of the plan of improvement, the Professional Employee will be non-renewed prior to the statutory continuing contract date. If a non-probationary Professional Employee is not satisfied that the plan of improvement is developed or implemented properly, the employee may appeal to a Human Resources Administrator to review the plan and make any changes that may be necessary. After review by a Human Resources Administrator, if the Professional employee is still not satisfied that the plan is not developed or implemented properly, the employee may appeal to the Superintendent to review the plan and direct revision. The Superintendent has the authority to revoke, direct revisions, or uphold the plan of improvement.

A Professional Employee whose contract will not be renewed shall be notified in writing of the non-renewal prior to the statutory continuing contract date.

If a non-probationary Professional Employee is non-renewed, the notification shall include the reasons for the non-renewal. Included in this notice shall be a statement that the Professional Employee will be afforded a meeting before the elected Board of Education, if requested. Non-probationary Professional Employees will have fourteen calendar days from the receipt of notice to file a written request with Human Resources for a meeting before the Board of Education. The meeting shall be held in a closed (executive) session. During the meeting, the entire basis for the non-renewal shall be proffered by the district and the Professional Employee may present his/her response.

The meeting shall include the following:

- A. At the request of the Professional Employee, a mutually agreed on third-party mediator may be present during the proceedings to assist in settling the dispute. The cost of the mediator will be equally shared between the employee and the district;
- B. Each party may have counsel of that party's own choice present, and to receive advice of counsel, or other person whom that party may select;
- C. Each party, or such party's counsel, may cross-examine any person who provides information for the consideration of the Board of Education;
- D. Each party may present their own witnesses in person, or present written testimony of a witness. When testimony of a witness is presented in writing, the same shall be served to Human Resources or the Clerk of the Board and upon the Professional Employee in person or by first class mail to the address of the Professional Employee, which is on file with the Board, not less than five (5) calendar days prior to the presentation to the Board of Education;
- E. The Professional Employee may testify on his/her own behalf and provide reasons for his/her conduct, and the Administration may present testimony through such persons as they may call to testify on its behalf;
- F. The meeting shall be orderly;
- G. The decision of the Board of Education shall be fair and impartial based on substantial evidence; and
- H. The Board of Education's decision shall be provided to each party within fourteen (14) calendar days of the meeting

Meetings shall not be bound by the rules of evidence whether statutory, common law or adopted by the rules of court. All relevant evidence shall be admissible; except that the President of the Board of Education, in his/her discretion, may exclude any evidence he/she believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

If, in the opinion of the Board of Education, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the meeting shall be closed at the end of presentations. The decision by the Board of Education shall determine to sustain or reverse the non-renewal (with reinstatement of any lost pay) and shall be rendered in writing to both parties. If the decision is made in favor of the Professional Employee, he/she is reinstated in full. If the decision is made in favor of the Administration, the non-renewal is final. The decision is binding on both parties with no appeal.

It is the intention of the parties that the Board of Education decision will be rendered prior to June 15, and all reasonable efforts should be made to accomplish that goal.

The Professional Employee shall pay his/her expenses, including any witnesses and/or representation.

If the non-renewal is based on a reduction in force, those separate procedures, as outlined in the USD 230 Master Agreement, shall be followed prior to the non-renewal or termination.