



EMPLOYEE CORRECTIVE ACTION, DISCIPLINE, & SEPARATION POLICY

PURPOSE

At Promontory, we are committed to fostering a culture of continuous growth, collaboration, and excellence. Our goal is to retain high-quality, committed professionals who support student success. At times, this may require corrective and/or disciplinary measures. We also recognize that staff changes happen each year and are a natural part of the employment process.

POLICY

School administration shall establish procedures for corrective and disciplinary action, and for employee separation. Discipline and corrective action shall be applied fairly and consistently. No employees shall be disciplined for an unlawful or discriminatory purpose. The school prohibits unlawful discrimination, harassment, and retaliation in all employment practices.

To protect the privacy and dignity of Promontory personnel, performance matters—including but not limited to performance reviews, disciplinary actions, and employment decisions—are strictly confidential. These matters will only be discussed with individuals who have a legitimate need to know in order to fulfill their professional responsibilities.

Corrective Action

Employees are expected to meet performance and professionalism standards, in addition to embracing and modeling the Promontory mission, including our RISE FAR values.

Promontory communicates and trains employees on conduct, compliance expectations, and performance standards. Employees are responsible for being familiar with and abiding by all relevant expectations and standards, including but not limited to:

- State laws and regulations, particularly those related to educators, schools, and minor children
- Professional standards and ethics applicable to job duties, licenses, and certifications
- School policies, procedures, and handbooks
- Reasonable directives issued by supervisors

Performance evaluations by the administration will happen in accordance with applicable law. It is the employees' responsibility to request an evaluation if they do not feel they have been sufficiently evaluated. Any written feedback of these evaluations is not a contract of continued employment or compensation.



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Promontory is committed to communicating concerns in a timely manner whenever possible and to providing employees with clarity regarding expectations. Employees who fail to meet expectations or standards may be subject to corrective action. When performance concerns arise, we aim to begin with a foundation of support and partnership. Corrective action may range from coaching and redirection to non-renewal at the end of the school year or termination during the employment term.

Disciplinary Action

Disciplinary action may be implemented when conduct or performance concerns, violations, or deficiencies occur. The more serious and/or persistent the concern, the more severe the corrective or disciplinary actions may be. Formal corrective or disciplinary measures may include, but are not limited to: warnings, reprimands, improvement plans, probation, suspension, administrative leave, non-renewal and/or termination.

Disciplinary action may be progressive in nature; however, Promontory reserves the right to determine the appropriate level of action based on the severity of the situation. Nothing in this policy requires Promontory to use corrective or progressive discipline before implementing disciplinary action, up to and including termination. Discipline issues may also be referred to appropriate third-party agencies, such as law enforcement or the Utah Professional Practices Advisory Commission (UPPAC), in accordance with applicable laws and regulations.

At-Will Employment

Promontory School retains the right to make employment decisions, including employee retention and separation. Employment contracts are reviewed and renewed annually, reflecting both employee performance and school needs. The school may take past performance concerns and disciplinary actions into account, particularly where patterns of misconduct or ongoing performance deficiencies have been documented.

Under Utah State Law, Promontory School of Expeditionary Learning is exempt from the Utah Orderly Termination Act. All Promontory School employees are at-will employees and have no expectation of continued employment. However, Promontory School desires to dismiss employees only when it is in the best interest of the school's mission and educational philosophy for the students at the school. Promontory desires the success of all its employees and will work to that end when at all possible.

Employment with Promontory School of Expeditionary Learning is a voluntary one and is subject to termination by the employee or Promontory at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of Promontory employees. This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document.



Employee Separation

Definitions:

- Resignation: Voluntary termination initiated by an employee, which must be submitted in writing.
- Termination: Involuntary termination initiated by Promontory School of Expeditionary Learning.
- Layoff/Non-Renewal: Involuntary termination initiated by Promontory for non-disciplinary reasons.
- Reduction in Force: Involuntary termination initiated by Promontory School due to budgetary constraints.

All employees receive an Employee Agreement annually that outlines the terms of employment. Returning employees may be offered an Assurance or Letter of Intent for the following school year prior to receiving their Employee Agreement; such letters, if offered, do not constitute an employment agreement.

Conversely, employees who are subject to non-renewal, termination, resignation, layoff, or reduction in force will not receive a new Employee Agreement.

School administration shall establish procedures for the orderly renewal, non-renewal, or termination of employment.

The following guidelines shall apply to employee separation:

- Though employment at Promontory School is at-will, employees are requested to provide advance notice of resignation to allow for an orderly transition:
- Nonexempt employees (typically hourly staff) are requested to provide at least two (2) weeks' written notice.
- Exempt employees (typically salaried staff in professional, administrative, or instructional roles) are requested to provide at least four (4) weeks' written notice.
- When an employee resigns or is separated from employment, Promontory will expect that they complete standard exit procedures, as outlined by school administration.
- Any employee who terminates employment with Promontory School Expeditionary Learning shall return all equipment, files, records, keys, and any other materials that are property of Promontory School as specified in the completion of the procedures outlined by administration.
- Final wages will be issued in accordance with Utah law.



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- Costs for unreturned or damaged items may be deducted from the final paycheck only to the extent permitted by law and any written agreements.
- Any outstanding financial obligations owed to Promontory School may also be addressed in accordance with applicable laws and written agreements.
- Some benefits may be continued at the employee's expense (e.g., COBRA) if the employee elects to do so. Employees will be notified of the benefits that may be continued and the applicable terms, conditions, and limitations.

Promontory values honest feedback and understands that departing employees may share their experiences with others. While individuals are free to share their views, Promontory expects that all communications—whether during the separation process or afterward—will remain free from unlawful harassment, discrimination, threats, and/or knowingly false statements. This helps ensure that discussions, even about disagreements or concerns, remain constructive and respectful toward students, families, and staff. Nothing in this policy is intended to limit employees' rights under the National Labor Relations Act (NLRA) to discuss wages, hours, or working conditions, or to engage in other protected concerted activity.

Promontory School may, at its discretion, provide employment references for former employees; Promontory School will provide dates of employment and positions held.