

<b>DESCRIPTOR TERM:</b>  <b>Personnel and Employment</b>	<b>Millard District Policy</b> <b>File Code: 4440</b>  <b>Approved: 09-10-20</b>
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## **ORDERLY SCHOOL TERMINATION FOR EMPLOYEES**

### ***Purpose***

Under the Utah Orderly School Termination Procedures Act [53G-11-512](#), the Millard School District Board of Education is authorized to establish procedures for the termination of employees in an orderly manner without discrimination.

### **A. Definitions**

For purposes of this policy, the following definitions apply:

#### **1. Career Employee**

- a. An employee of the Millard School District who has obtained a reasonable expectation of continued employment. Positions eligible for career employee status in the District include: half-time (or more) licensed educators, full-time (7.5 hours/daily or more) maintenance, custodial, transportation, lunch and secretarial workers. Career Employee status is obtained upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee (the 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 District.
- b. 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-11-410 \(2020\)](#)

[Utah Code § 53G-11-502 \(2018\)](#)

## 2. **Provisional Employee**

Any employee who has not achieved career employee status is a "Provisional Employee." A provisional employee is an employee, who works for the District on at least a half-time basis, 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 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, coworker, 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-11-410 \(10\) \(2020\)](#)

[Utah Code § 53G-11-502 \(2018\)](#)

## 3. **Classified Employee**

Any non-licensed educator employee of the District.

## 4. **Temporary Employee**

Any employee employed on a temporary basis. 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-11-410 \(14\) \(2020\)](#)

5. **Contracted Service Providers**

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 District but who are not employees, are not on the District payroll and do not receive the same benefits enjoyed by regular employees of the District.

6. **Extra Duty Contracts**

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 Board.

7. **Employee**

A person, other than the District Superintendent or Business Administrator, who is a career or provisional employee of the District.

[Utah Code § 53G-11-410 \(7\) \(2020\)](#)

8. **Contract Term or Term of Employment** means the period of time during which an employee is engaged by the District under a written contract of employment.

9. **Dismissal or Termination** occurs when an employee is discharged upon occurrence of any of the following events:

- a. termination of the status of employment of an employee;
- b. failure to renew the employment contract of a career employee beyond the then-current school year;
- c. 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; or
- d. 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-11-410 \(5\) \(2020\)](#)

10. **Last-hired, First-fired Layoff Policy** means a staff reduction policy that mandates the termination of an educator who started to work for the District most recently before terminating a more senior educator.
11. **Plan of Assistance** is a written document that: (1) identifies a career educator's specific, measurable, and actionable deficiencies that constitute unsatisfactory performance, and (2) details recommendations and strategies for improvement, including available resources that will be provided for improvement (including a mentor) and a recommended course of action that will improve the educator's performance.
12. **Remediation Assistance Team** refers to a District committee appointed to assist a career educator whose job performance is unsatisfactory, prompting a possible termination or non-renewal of contract.
13. **School Board or Board** refers to the Millard School District Board of Education.
14. **School District or District** refers to the Millard School District.
15. **Unsatisfactory Performance**
  - a. a deficiency in performing work tasks which may be:
    - i. due to insufficient or undeveloped skills, lack of knowledge or aptitude; and
    - ii. 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:
    - i. a violation of work rules;
    - ii. a violation of local school board policies, State Board of Education rules, or law;
    - iii. a violation of standards of ethical, moral, or professional conduct; or
    - iv. insubordination.

[Utah Code § 53G-11-410 \(15\) \(2020\)](#)

**B. Causes for Dismissal or Non-Renewal**

Employees may be suspended or discharged during a contract term for any of the following:

1. immorality: (conduct which violates community standards of morality);
2. insubordination or failure to comply with directive from supervisors;
3. incompetence;
4. conviction, including entering a plea of guilty or nolo contendere (no contest), of a felony or misdemeanor involving moral turpitude or immoral conduct;
5. conduct which may be harmful to students or to the district;
6. improper or unlawful physical contact with students or employees;
7. any violation of the District's Employee Code of Conduct
8. violation of District policy, State Board of Education rules, or law;
9. unprofessional conduct not characteristic of or befitting a District employee including a violation of standards of ethical, moral, or professional conduct;
10. 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 part of any District activity;
11. current addiction to or dependency on a narcotic or other controlled substance;
12. dishonesty or falsification of any information supplied to the District; including data on application forms; employment records; or other information given to the District;
13. engagement in sexual harassment of a student or employee of the District;
14. neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies;

15. deficiencies pointed out as part of any appraisal or evaluation;
16. failure to fulfill duties or responsibilities or a violation of work rules;
17. inability to maintain discipline in the classroom or at assigned school-related functions;
18. drunkenness or excessive use of alcoholic beverages or controlled substances, including bringing alcohol or any other intoxicant onto school property unless approved for instructional purposes with appropriate safeguards; consuming or using alcohol or any other intoxicant on school property; or reporting for work under the influence of alcohol or any other intoxicant;
19. possession or use of a non-prescribed drug, narcotic, or other controlled substance on school property; or reporting for work under the influence of a non-prescribed drug, narcotic, or other controlled substance;
19. disability not otherwise protected by law that impairs performance of required job duties;
20. failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community, or colleagues;
21. failure to maintain requirements for licensure or certification;
22. unsatisfactory performance; or
23. for any other reason justifying termination of employment for cause.

### **C. Termination Procedures**

1. In the event the District intends to terminate, discontinue, or non-renew an employee's contract, the District shall provide the employee with a written statement specifying:
  - a. the causes under which the career-employee's contract may not be renewed or continued beyond the current school year;
  - b. the causes under which the career or provisional employee's contract may be terminated during the contract term; and

- c. the orderly termination procedures that are used by the District in cases of contract termination, discontinuance, or nonrenewal.
2. A career employee's contract may be terminated during its term for reasons of unsatisfactory performance or discontinued beyond the current school year for reasons of unsatisfactory performance as provided in Subsection E below.
3. The District is not required to provide a cause for not offering a contract to a provisional employee. If the District intends to not offer a contract for a subsequent term of employment to a provisional employee, the District shall give notice of that intention to the employee at least sixty (60) calendar days before the end of the provisional employee's contract term (June 30<sup>th</sup>). 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. In the absence of a notice, the provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employee into which the individual falls.
4. Temporary employees will be given notice of a minimum of ten (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.
5. In the event that the District intends to not renew or discontinue the contract of a career employee or to terminate a career or provisional employee's contract during the contract term:
  - a. the District shall give written notice of the intent to the employee;
  - b. the notice shall be served by personal delivery or by certified mail addressed to the employee's last known address as shown on the records of the District;
  - c. the District shall give notice at least thirty (30) calendar days prior to the proposed date of termination;
  - d. the notice shall state the date of termination and the detailed reasons for termination;

- e. the notice shall advise the employee that he/she has a right to a fair hearing and that the hearing is waived if it is not requested within fifteen (15) calendar days after the notice of termination was either personally delivered or mailed to the employee's most recent address as shown on the District's personnel records; and
  - f. the notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the District may then proceed with termination without further notice.
6. The procedure under which a contract is terminated during its term may include a provision under which the active service of the employee is suspended pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District.
- a. Suspension pending a hearing may be without pay if an authorized representative of the District determines, after providing the employee with an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the educator are true.
  - b. If termination is not subsequently ordered, the employee shall receive back pay for the period of suspension without pay.
7. The procedure under which an employee's contract is terminated during its term shall provide for a written notice of suspension or final termination including findings of fact upon which the action is based.

[Utah Code Ann. § 53A-8a-502 \(2012\)](#)

**D. Termination for Unsatisfactory Performance—Procedural Due Process—Notice to Career Employee of Unsatisfactory Performance—**

If the District intends not to renew the contract of a career employee for reasons of unsatisfactory performance it shall:

- 1. 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;



2. The Principal or designee shall provide and discuss with the employee written documentation clearly identifying the deficiencies in performance;
3. The Principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by this policy, to allow the employee an opportunity to improve performance;
4. 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:
  - a. an employee is on leave from work during the time period the plan of assistance is scheduled to be implemented; and the leave was approved and scheduled before the written notice intent not to renew was provided; or
  - b. the leave is specifically approved by the Board.
5. The time period to correct the deficiencies may continue into the next school year;
6. The time period to implement the plan of assistance and correct the deficiencies shall begin when the employee receives the written notice provided under Subsection (1) 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 Subsection (8);
7. The Principal or designee shall reevaluate the employee's performance;
8. 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 Subsection (2), the employee's performance is determined to be unsatisfactory, the District may elect to not renew or to terminate the employee's contract.
9. 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.
10. 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.

11. 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 \(2018\)](#)

**E. Notice of Intent not to Renew Contract of Career Employee—**

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:

1. Give notice that a contract of employment will not be offered for the following school year to the individual.
2. Issue notice at least 30 days before the end of the contract term of the individual.
3. Serve notice by personal delivery or certified mail to the employee's most recent address shown on the district's personnel records.

**F. Notice of Intent to Terminate Employment During Term of Contract—**

If the District intends to terminate an employee's contract during the contract term, the District shall:

1. Give written notice of that intent to the employee;
2. Serve the notice by personal delivery or by certified mail addressed to the individual's last known address.
3. Serve the notice at least 30 days prior to the proposed date of termination;
4. State the date of termination and detailed reasons for termination.
5. 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.
6. 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—**

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—**

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—**

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.

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—**

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 Hearing—**

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. In either case, the Board will then send notice of the date, time and place of hearing to the Superintendent and to the employee. If the employee does not request a hearing within 15 days, 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—**

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.

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 \(2018\)](#)

**M. Rights of Employee at a Hearing—**

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 \(2018\)](#)

**N. Decision—**

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.

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 \(2018\)](#)

**O. Suspension During Investigation—**

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 \(2018\)](#)

**P. Necessary Staff Reduction Not Precluded—**

Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:

1. declining student enrollments in the district;
2. the discontinuance or substantial reduction of a particular service or program;
3. the shortage of anticipated revenue after the budget has been adopted; or
4. school consolidation.

[Utah Code § 53G-11-516 \(2018\)](#)

**Q. Restriction on Transfer of Employees with Unsatisfactory Performance**

An employee whose performance is unsatisfactory may not be transferred to another school within the District unless the local Board of Education approves the transfer of the employee.

[Utah Code § 53G-11-517 \(2018\)](#)

**R. Restriction on Last-hire, first fired**

The District may not utilize a last-hired, first-fired layoff policy when terminating school District employees.

[Utah Code § 53G-11-516 \(2018\)](#)

**S. No Verbal Agreements—**

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—**

The Superintendent shall notify the Utah Professional Practices Advisory Commission if an educator is determined, pursuant to an administrative or judicial action, to have had disciplinary action taken for, or to have engaged in:

1. immoral behavior
2. unprofessional conduct, or professional incompetence which results in suspension for more than one week or termination, requires mandatory licensing discipline under R277-515, or which otherwise warrants Commission review.

**U. Plan of Assistance**

If the District intends to not renew a career employee's contract for unsatisfactory performance or terminate a career employee's contract during the contract term for unsatisfactory performance, the District shall develop and implement a Plan of Assistance, in accordance with the procedures and standards outlined below to allow the career employee an opportunity to improve performance.

1. A Remediation Assistance Team will be formed to assist in the development of the Plan of Assistance and shall consist of the following: (1) a District specialist, (2) the career employee's principal or supervisor, and (3) an employee advocate/mentor. A grade level/subject matter educator may be appointed to assist an educator if necessary, but will not be considered an official team member. The specific role of each Remediation Assistance Team member is outlined as follows:

**The District Specialist:**

- a. is appointed by the superintendent;
- b. is chairman of the Remediation Assistance Team;
- c. reviews the documentation alleging unsatisfactory performance, resulting in the intent not to renew or terminate the career employee's contract;
- d. facilitates the development of a Plan of Assistance for the career employee; which includes, but is not limited to:
  - (1) specific, measurable, and actionable deficiencies;
  - (2) the available resources that will be provided for improvement, including a mentor; and

- (3) a recommended course of action that will improve the employee's performance.
- e. writes periodic reviews which the employee and all team members receive;
- f. assists the employee upon his/her request;
- g. attends all periodic review meetings as deemed necessary by the employee and/or Remediation Assistance Team;
- h. at the conclusion of the remediation process, composes a letter detailing the Remediation Assistance Team's recommendations. All team members receive a copy of this letter, as well as the employee on remediation.

**The Principal or Supervisor (or appointed designee):**

- a. initiates assistance and/or remediation procedures;
- b. completes all necessary letters and forms in full compliance with Millard School District policy;
- c. defines the need for remediation with supporting documents;
- d. provides insight in the development of a Plan of Assistance for the career employee; which includes, but is not limited to:
  - (1) specific, measurable, and actionable deficiencies;
  - (2) the available resources that will be provided for improvement, including a mentor; and
  - (3) a recommended course of action that will improve the employee's performance.
- e. writes periodic reviews which the employee and all team members receive;
- f. assists the employee upon his/her request;
- g. attends all periodic review meetings as deemed necessary by the employee and/or Remediation Assistance Team;

- h. makes the final decision regarding continued employment, termination, or continued remediation of the career employee.

**The Employee Advocate/Mentor:**

- a. is an employee recommended by the career employee whose performance has been deemed unsatisfactory and the Remediation Assistance Team Supervisor and approved by the superintendent;
- b. reviews the documentation alleging unsatisfactory performance, resulting in the intent not to renew or terminate the career employee's contract;
- c. becomes familiar with the Plan of Assistance that has been developed to assist the career employee, seeking input and clarification from the District specialist and the supervisor as needed;
- d. is a master employee and mentor who can teach and model proper employee competencies;
- e. serves as a liaison between the administration and the employee;
- f. writes periodic reviews which the employee and all team members receive;
- g. attends all periodic review meetings as deemed necessary by the employee and/or the Remediation Assistance Team;
- h. assists the employee; and
- i. assures that the remediation process is fair and equitable for the career employee.

**The Grade Level/Subject Matter Educator:**

- a. is an educator recommended by the career educator whose performance has been deemed unsatisfactory and the Remediation Assistance Team Supervisor and approved by the superintendent;
- b. is not an official member of the Remediation Assistance Team;



- c. is utilized only if deemed appropriate by the District specialist; and
  - d. works directly with the educator in the classroom.
2. The District specialist shall convene the Remediation Assistance Team.
3. A plan of assistance will be developed by the career employee and the remediation assistance team which will include periodic reviews.
4. Periodic written reports of progress will be given to the career employee and the supervisor.
5. The career employee is responsible for improving his or her performance, including using any resources identified by the District, and demonstrating acceptable levels of improvement in the designated areas of deficiencies. Failure to make improvement may result in probation or termination.
6. All plans of assistance, team meeting minutes, reviews, evaluations, recommendations, etc. completed as part of this remediation process shall be forwarded to the superintendent at the conclusion of the review.

## **V. Procedures for Informal Remediation**

An administrator/supervisor who has concerns about a career employee's performance may choose to first implement informal remediation procedures in lieu of the more formal Plan of Assistance. Informal remediation is directed toward the career employee's performance of duties in his/her assignment.

1. The administrator/supervisor:
  - a. informs the career employee by conference and in written form the reasons for initiating informal remediation;
  - b. specifies in the written notification, the period of time that the career employee will be on informal remediation (a minimum of thirty (30) school days);
  - c. observes and informs the career employee by conferences and in writing, recommendations and strategies for improvement;

- d. actively assists the career employee on informal remediation by providing mentoring, peer coaching, modeling, visits to other programs, etc.; and
    - e. conferences with the career employee at least four (4) times during the remediation period to discuss performance.
  2. Informal remediation may be terminated by mutual consent at any time during the remediation period established in K1b above.
  3. The administrator/supervisor makes the final decision in regard to the outcome of the informal remediation process and informs the career employee by conference and in writing. Possible outcomes of informal remediation include:
    - a. discontinuation of informal remediation;
    - b. continuation of informal remediation for another specified period of time; or
    - c. implementation of the Plan of Assistance as outlined in Section J above.
  4. Nothing in this section prevents the employee and/or administrator/supervisor from agreeing to another method of review.