

**BOARD OF EDUCATION  
ADMINISTRATIVE PERSONNEL  
TERMINATION**

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**BLC**

**1. CAUSE FOR TERMINATION**

Any administrator may be dismissed for good cause before the completion of the term fixed in the contract. (Contracts for Administrators shall be on a yearly basis unless otherwise specified.) The following list of actions may result in dismissal:

- A. Deficiencies pointed out as part of the appraisal or evaluation process of any other communications.
- B. Failure to fulfill duties or responsibilities.
- C. Incompetence or inefficiency in the performance of required or assigned duties.
- D. Insubordination or failure to comply with official directives.
- E. Neglect of duties.
- F. Conducting personal business during school hours.
- G. Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other controlled substances.
- H. The possession, use, or being under the influence of alcohol, alcoholic beverages, or controlled substances while on school property, working in the scope of the employee's duties, or attending any school sponsored activity.
- I. Disability, not otherwise protected by law, that impairs performance of required duties.
- J. Immorality, which is conduct the Tintic School Board of Education determines is not in conformity with the accepted moral standards of the community encompassed by the District.
- K. Reasons specified in individual employment contracts reflecting special conditions of employment.
- L. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- M. Assault on a District employee or student.
- N. Falsification of records or other documents related to the District's activities.
- O. Misrepresentation of facts to the Superintendent or other District official in the conduct

of District business.

P. Failure to fulfill or maintain requirements for certification.

Q. Any other reason justifying termination of employment for cause.

## **2. NOTICE**

Before any Administrator is dismissed, the Administrator shall be given reasonable notice in writing of the proposed action and the grounds, set out in sufficient detail to *fairly* enable the Administrator to show any error that may exist. This is to occur no less than 15 days prior to the proposed date of termination. The Administrator shall be advised of the names of adverse witness and the nature of their testimony.

## **3. RIGHT TO HEARING**

If the Administrator desires a hearing, he or she shall notify the Board in writing within ten days of receiving the notice of anticipated termination or non-renewal. Upon such request, the Board or its designee shall within 10 days hold a hearing at which the Administrator shall be given a fair opportunity to refute the reasons given for the anticipated termination or non-renewal. The Board or its designee may, but is not required to, modify its decision with respect to the status of the employee's contract.

The Board may conduct the hearing in open session or in closed session if the meeting is properly closed under policy BEC, unless the Administrator requests a public hearing, in which case the hearing shall be open to the public.

## **4. RIGHT TO COUNSEL**

At the hearing before the Board, the Administrator may employ counsel. The Administrator also has the right to hear the evidence upon which the charges are based, to cross-examine all adverse witness, and to present evidence of innocence or extenuating circumstances. Prior to dismissal, the Board shall determine the existence of good cause for termination. Such determination shall be based solely on the evidence presented in the hearing. The Board shall notify the Administrator of its decision in writing within 10 days after the hearing.

## **5. SUSPENSION**

The Administrator may be suspended with or without pay pending the outcome of the dismissal hearing.

## **6. NON RENEWAL OF CONTRACT**

The Board may decide not to renew the contract of any Administrator serving a probationary period.

The Board, after receiving the recommendation of the Superintendent, may choose not to renew the employment of any Principal, supervisor, classroom teacher, counselor, or other full-time professional employee, except paraprofessional personnel, who is employed under a term contract. Such action shall be effective at the end of the contract period.

The reasons for non-renewal may include, but are not limited to, the reasons set forth in this section.

**7. NOTICE OF NEEDED IMPROVEMENT**

In the event the employment of a regular status Administrator is in question, the Administrator shall be notified in writing one month prior to being issued a terminations notice that continued employment is in question and the reasons therefore and given an opportunity to improve.

**8. PROVISIONAL STATUS**

Persons employed by the Tintic School District less than three consecutive years are provisional employees without expectation of continued employment beyond the end of the current contract term. A provisional employee is not employed for a succeeding contract term unless otherwise notified in writing by the Board of Education or its authorized agent. Not having an expectation of continued employment in a subsequent contract term, a provisional employee does not have a right to a hearing before the Tintic Board of Education to complain of failure of the Board to offer a subsequent contract.

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