

# Written Understanding (SLASA) 2022-2023

Salt Lake City Board of Education  
&  
The Salt Lake Association of School  
Administrators

No district employee or student shall be subjected to discrimination in employment or any district program or activity on the basis of age, color, disability, gender, gender identity, genetic information, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status. The district is committed to providing equal access and equal opportunity in its programs, services and employment including its policies, complaint processes, program accessibility, district facility use, accommodations and other Equal Employment Opportunity matters. The district also provides equal access to district facilities for all youth groups listed in Title 36 of the United States Code, including scouting groups. The following person has been designated to handle inquiries and complaints regarding unlawful discrimination, harassment, sexual harassment, and retaliation: Tina Hatch, Compliance Officer/Title IX Coordinator, 440 East 100 South, Salt Lake City, Utah 84111, (801) 578-8388. You may also contact the Office for Civil Rights, Denver, CO, (303) 844-5695.

## Table of Contents

PURPOSE.....	3
DEFINITION.....	3
RECOGNITION OF THE ASSOCIATION .....	3
POLICY FOR ADMINISTRATIVE PERSONNEL .....	4
MEET AND CONFER.....	4
ADMINISTRATORS WRITTEN UNDERSTANDING.....	5
I.    COMPENSATION.....	5
II.   RETIREMENT .....	6
III.  WORKING CONDITIONS.....	7
IV.  POSITION CONTINUITY.....	8
V.   WORK SCHEDULE .....	8
VI.  ACCOUNTABILITY.....	8
VII. PROFESSIONAL COMMUNICATION.....	8
VIII. CONVENTIONS AND PROFESSIONAL MEETINGS.....	9
IX.  LEAVE .....	10
X.   ADMINISTRATIVE VACANCIES, TRANSFERS AND ROTATIONS .....	13
XI.  PERFORMANCE AND EVALUATION.....	16
XII. TERMINATION .....	22

## **PURPOSE**

The purpose of the Written Understanding between the Salt Lake Association of School Administrators (SLASA) and the Salt Lake City Board of Education (Board) through their representative, the Superintendent of schools (Superintendent), is to provide expectations, guidelines and procedures that reflect the goal of performing at a high level of integrity in all aspects of our professional work, and to establish a respectful relationship between and amongst administrators. The Written Understanding is intended to reflect our commitment to the collective good of students and the District.

Principals are given and must assume administrative authority; they are the educational administrators and managers of their schools. Subject to the superintendent's direction, principals are responsible for the operation and management of their schools and school property, and the evaluation and supervision of the school's instructional programs. Supporting students in achieving academic excellence requires that principals work collaboratively to lead and nurture all members of the school staff and to communicate effectively with parents, members of the community, and colleagues in other schools. A principal's responsibilities include planning, curriculum development, program evaluation, extracurricular activities, personnel management, financial management, emergency procedures, resource scheduling, and facilities operation.

## **DEFINITION**

For purposes of representation, an administrator is a contract District employee paid on the administrators' salary schedule (8).

The Superintendent and Business Administrator are administrators, but negotiate their salaries and certain other benefits directly with the Board. The only items in this agreement which apply to these employees are specifically identified.

## **RECOGNITION OF THE ASSOCIATION**

The Superintendent and the Board recognize SLASA as the body to represent the administrators of the District. SLASA will be represented on

District level committees. This recognition will continue as long as SLASA represents a majority of the District's administrators.

## **POLICY FOR ADMINISTRATIVE PERSONNEL**

It is the policy of the Board that procedures in the following areas will be established in an agreement between SLASA and the Superintendent:

- I. Compensation
- II. Retirement
- III. Working Conditions
- IV. Position Continuity
- V. Work Schedule
- VI. Accountability
- VII. Professional Communication
- VIII. Conventions and Professional Meetings
- IX. Leave
- X. Administrative Vacancies, Transfers and Rotations
- XI. Performance and Evaluation
- XII. Termination

## **MEET AND CONFER**

Using an interest based approach, the Superintendent and a SLASA subcommittee will meet throughout the school year as necessary to discuss any modifications, additions, or deletions to the Written Understanding. Any changes that are mutually agreed upon will be automatically made part of the document which will be updated and posted online as needed by the department of Human Resource Services (HRS).

## ADMINISTRATORS WRITTEN UNDERSTANDING

### I. COMPENSATION

- A. Administrators are entitled to the health, accident, major medical, dental and life insurance policies available to all District contract employees. In addition, administrators receive a group-term life insurance benefit paid by the District.
- B. Salary Advancement: Administrators are compensated according to Board adopted salary schedule which includes Masters +20, Masters +40 and Doctorate lanes. Compensation also includes the administrators' insurance, and an early retirement incentive program. Administrators who qualify will also receive longevity pay\*, wellness incentive, and additional administrative pay for 15+ years or 30+ years of service (see salary schedule).

\*A 2% salary increase based on longevity will occur in the year following, if the administrator has reached the following criteria:

*Administrators with ten (10) consecutive years in the District AND twenty-five (25) years in the Utah Retirement System OR administrators with ten (10) consecutive years in the District AND have reached fifty five (55) years of age will receive longevity pay which shall be 2% of the salary schedule only (not including other TSA or administrative pay.*

- C. Step and Lanes: Step increases for administrators may be awarded annually depending on available funding and Board approval. Salary, step and lane, compensation for educational attainment, and administrative pay will increase by a percentage equal to the cost of living allowance as agreed through negotiations. Administrators performing satisfactorily are advanced one (1) salary schedule step each year to the top of the schedule if approved by the Board through negotiations.
- D. Administrators newly appointed in this District are initially placed on the salary schedule as individually determined by the Superintendent. Administrator salary placements will be restricted to the approved salary schedule and lane.
- E. An administrator desiring to qualify for a lane change credit must submit to HRS a list of credits justifying the lane change on the form provided by HRS. Supportive documentation will include (a) university transcripts documenting higher education credits, and /or (b) a Utah State Board of Education (USBE) printout documenting in-service credits, and/or (c) documenting in-service credits, and/or District or USBE credits.

Adjustment in salary lane requested will be approved the first (1<sup>st</sup>) day of the following month. Such requests must be filed by the fifth (5) day of the month in order to be processed.

Request for salary lane adjustments will be approved based on the credits that are appropriately documented and approved by HRS.

F. Insurance

The District will fund the amount agreed to through negotiations in the District's portion of the insurance premium on medical and dental insurance. SLASA agrees to keep the insurance benefits coverage period to coincide with the respective employee's contract period. However, while co-premium deductions will continue to be made on a monthly basis, any co-premium increase that is recommended by the Insurance Design Committee and ratified by SLASA will not take place until the District actually has to pay this increase and will continue at the increased rate until a new co-premium has to be recommended and ratified. This increase has generally occurred in September of each year and has coincided with the District's contractual arrangements with the present benefits provider.

## II. RETIREMENT

A. Any administrator paid from the administrators salary schedule (including those positions whose salaries are set by the Board) employed by the District for at least ten (10) years and who qualifies for State retirement benefits may choose to receive District early retirement benefit until qualified for Medicare coverage or for a maximum of seven (7) years, whichever comes first. There will be no limit to the number of administrators who can retire with this benefit.

1. The early retirement benefit shall be the continuation of an employee's health/major medical and life insurance plans for the employee and their qualified dependents. The insurance coverage shall be the same benefit provided to active employees. Any premium payments paid by active employees will also be paid by the retiree according to the rates at the time of payment. Starting with the 2022-23 contract year, for early retirees and their dependents under the age of 65, any new retiree participating in the early retirement insurance program will pay 125% of the employee premium amount for their enrolled plan.

B. Any administrator (including those positions whose salaries are set by the Board) who retires according to the provisions of the Utah State

Retirement System (URS) will self-pay the monthly premiums to continue participation in the District's health/major medical and life insurance programs until the employee qualifies for Medicare.

This benefit would take effect following the District's paid insurance benefit as listed in "A" above.

- C. Separation from Service:
  - 1. Upon separation, accrued personal leave will be paid at 100% value.
  - 2. If an eligible administrator (hired prior to 2002) elects to maintain up to the 26 days accrued vacation, they will be paid 100% of the value or the total value will be placed in a 401K of the employee's choice.

### III. WORKING CONDITIONS

- A. Administrators are defined exempt employees, and are not entitled to overtime pay under the Fair Labor Standards Act.
- B. No administrative position which requires administrative certification may be filled by a person who does not hold a current administrative certificate, or is not capable of completing their certification within a three (3) year period of time.
- C. Twelve (12) month administrators are contracted to work two hundred twenty two (222) days per fiscal year.
- D. Reduced Administrative Contracts
  - 1. Any administrator on a full-time contract may request a reduced contract. The written petition must be made to the Superintendent and include specific reasons for making the request.
  - 2. The terms of a reduced contract must be agreed to by the administrator and the Superintendent. If approved, the administrator shall be offered a new contract which identifies the reduced work schedule.
  - 3. If the administrator is to return to a full-time contract status, the administrator's reduced contract must specify in writing when full-time employment is guaranteed.

#### **IV. POSITION CONTINUITY**

- A. General contract duties or responsibilities of any administrator in the District will not be substantially altered without prior notification to the individual. If assignment alterations are not acceptable to the administrator, the administrator may request SLASA's representation to meet with the Superintendent. Administrators performing satisfactorily may presume to continue as administrators or to continue in their present position until one or more of the following conditions occur:
1. a reduction in force affecting the administrator's position;
  2. a modification in organization including the closing of school; or
  3. a situation arises which in the best interest of the District makes it necessary to affect a reassignment.

#### **V. WORK SCHEDULE**

Work schedules are in accord with District calendars which are adopted by the Board.

- A. All absences of half ( $\frac{1}{2}$ ) day or longer increments should be reported to the administrator's immediate supervisor and documented in KRONOS.
- B. Additional paid days/hours authorized to be worked beyond the District calendar should be approved by the Superintendent or immediate supervisor under the provisions set forth in board policy P-9
- C. An unpaid leave of absence for renewal purposes of up to one (1) year may be granted to one (1) administrator each year. In order to qualify, the individual must have been an administrator in the District for at least five (5) years. HRS and the Superintendent must review and approve any requests for this benefit. Requests must be received and approved by January 15.

#### **VI. ACCOUNTABILITY**

All administrators serve under the direction of the Superintendent or the Superintendent's designee.

All administrators are responsible for being aware of the content of State law, Board and administrative policy, budgets, and goals of the District. Administrators will be accountable for assignments made to them by their supervisors and the Superintendent.

#### **VII. PROFESSIONAL COMMUNICATION**

The Board acts officially as a body governing the District with the assistance of



the Superintendent. Administrators, while encouraged to be helpful and encouraging to Board members will not respond to direction from individual Board members except through the Superintendent. It is inappropriate for administrators to lobby Board members or to seek to individually influence them in District matters. District administrators govern themselves by the Utah Educator Standards and the Public Employees Ethics Act.

## **VIII. CONVENTIONS AND PROFESSIONAL MEETINGS**

Administrators are encouraged to participate in local educational organizations and stay current in their field. Working with their supervisor and identifying appropriate local budget resource, administrators may pay for membership in appropriate professional organizations and may attend a reasonable number of local conferences each year. This does not supersede the established rotation schedule for professional conferences.

The District participates in sending administrators to professional conferences that benefit the District in so far as resources allow. A rotation schedule will be available for planning purposes.

- A. The District's contribution includes:
1. The registration fee.
  2. Transportation and lodging costs according to current Board policy (discounted air coach fare or mileage for the driver, whichever is less).
  3. Per Diem cost as established by District policy not to exceed five (5) days.
  4. Usual salary for conference time and necessary travel that occurs on the administrator's regular work calendar.  
(Conference attendance and necessary travel that occurs on non-contract days is not eligible for additional compensation.)
- B. The District's participation in professional meetings may be increased or decreased because of the availability of funds and the needs of the District. Also, the Superintendent may assign administrators to attend particular professional meetings, when the administrator's attendance meets some special District need. The availability of categorical funds does not automatically justify attendance at professional meetings. If there is a carryover budget from unused principal travel from year to year; principals will be allowed to apply for additional travel.

The application process would include decisions made by a committee of School Leadership and Performance team and current SLASA president.

## IX. LEAVE

### A. Sick Leave:

1. All contract administrators employed by the District and paid from the administrators' salary schedule shall be entitled to sick leave benefits herein-after stated for personal illness or serious illness in the immediate family. Immediate family is defined as (1) spouse or domestic partner, (2) son or daughter, (3) father or mother, (4) any other person who may have assumed one of the roles indicated in (1), (2) or (3).
2. Administrators on 222-day contracts accrue 104 hours of sick leave each year.

### B. Bereavement Leave:

All administrators employed by the Board shall be entitled to a nondeductible leave of absence for the death of a member of one's own immediate family, of one's spouse's or domestic partner's immediate family, for up to forty (40) hours. These family members include spouse, children, grandchildren, parents, grandparents, and siblings.

### C. Wellness Incentive Pay:

The Wellness Incentive Program (WIP) is based on the amount of sick leave an employee has accumulated as of June 30 of each year. Employees who were eligible for WIP as of July 1, 2021 will continue in the program and receive payments from this program. Employees must maintain the minimum balance to stay at a particular level in the program. The sooner an employee enters the program the more Wellness Pay can be earned during a career. As of July 1, 2022, employees who are not in the WIP and qualify for the Step One (1%) incentive will be presented with the following options, by Human Resource Services, pending a 30 day waiting period from the start of the employee's first contract day of the year. Once a selection of the below options has occurred, the selection will be valid with the employee for the duration of the employment and cannot be changed. Employees who do not make a selection will default to Option B:

#### Option A:

Wellness Incentive Pay is based on the amount of sick leave an employee has accumulated as of June 30th of each year. Administrators with the minimum required balance as of that date shall receive the incentive during the following year. Administrators must maintain the minimum balance to stay at a particular level in the program. The sooner an administrator enters the program the more Wellness Incentive Pay can be earned during a career. Wellness Incentive Pay will be paid as follows:

<b>ACCRUED HOURS:</b>	<b>PERCENTAGE PAY:</b>
936-1351	1% of annual salary
1352-1767	2% of annual salary
1768-2183	3% of annual salary
2184	4% of annual salary

Option B: Sick leave payout. Upon retirement under the Utah Retirement System (URS) provisions, be paid an amount of money equal to 19% of the value of his/her accumulated leave at the time of retirement. A maximum of one (1) year equivalent of contract hours will be used to calculate payment.

**D. Short-Term Disability:**

Short Term Disability (STD) is designed to provide continued income only after ALL accrued sick leave, personal leave, vacation days, and non-contract days have been used and after a waiting period without pay. The length of the waiting period without pay depends upon the number of unused sick leave, personal leave, vacation and non-contract days the employee is able to apply to the temporary disability involved. (See chart below)

STD shall be seventy (70%) of contract salary not to exceed a period of six (6) months. Benefits will only be paid for days within that six-month (6) period designated by the Board as working days for the employee involved.

Employees returning to work from STD will return to their current position or another administrative position for which the employee is qualified based on individual circumstances. If the new administrative appointment is at a lower salary, then the current salary will be maintained for one (1) year.

Administrators would be allowed to access STD once for each occurrence.

Sick Leave & Vacation/Personal Leave Hours Applied to this Short-Term Disability	Waiting Period – Contract Days Without Pay
0 - 39	10
40 - 79	8
80 - 199	6
120 - 159	4
160 - 319	2
320 +	0

**F. Personal Leave**

- Administrators earn 8 hours of personal leave each year. (One day = 8 hours for employees contracted to work full time. Employees working less than full time will have the number of hours earned prorated according to the number of hours worked/FTE.)

Administrators may accumulate up to five (5) fully paid days/40 hours of personal leave. After an administrator has accumulated five (5) days/40 hours, each additional unused personal leave day/8 hours will be added to the administrator’s accumulated sick leave. (One day = 8 hours for employees contracted to work full time. Employees working less than full time will have the number of hours earned prorated according to the number of hours worked/FTE.)

- G. Paid Parental Leave:** All contract administrators employed by the board with at least one full contract year in the district shall be eligible for up to four weeks (160 Hours) paid parental leave prorated per FTE, to be available immediately following the birth or adoption of a child or children, and to be used consecutively within the first year following the birth or adoption of a child or children. Paid parental leave is in addition to any other leave the educator may be entitled to and will be paid at their regular rate.

**G. Long-Term Leave:**

- Administrators will be granted a long-term leave of absence for up to one (1) year for the following reasons: illness or recuperation not covered by medical leave, child rearing, transfer of spouse, further study and/or other reasons as approved by the Superintendent.

2. The administrator desiring a leave of absence must submit a written request to the immediate supervisor and the Superintendent.
3. The administrator who is granted a Long Term Leave of absence shall, upon return to work, be reinstated to the position from which he/she takes leave, if pre-approved by the Superintendent.
4. The administrator hired to fill the vacancy created by a long term leave of absence shall be employed on a one-year (1) contract.

## **X. ADMINISTRATIVE VACANCIES, TRANSFERS AND ROTATIONS**

SLASA recognizes the ability of the Superintendent to appoint qualified individuals to fill vacant administrative positions, but it is preferred that there is an open and transparent process first allowing all administrators to apply.

### **ANNOUNCEMENT:**

- A. Notification sent to all current administrators regarding administrative positions, hiring process and general timeline.
  - B. All current administrators interested in a transfer will submit an application through the District's application software. The application will include a letter expressing interest in a specific transfer and explaining their reasoning.
  - C. HRS will recruit administrative applicants from within and outside the District to generate a pool of qualified applicants for each position.
  - D. All submitted applications will be reviewed for completeness, minimum qualifications, and desirability based on preferred qualifications.
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- A. Notification sent to all current administrators regarding administrative positions, hiring process and general timeline.
  - B. All current administrators interested in a transfer will submit an application through the District's application software, which will include a letter of interest expressing interest in a transfer and the reasons why, and the assignment desired.
  - C. HRS will recruit administrative applicants from within and outside the District to generate a pool of qualified applicants for all possible positions.
  - D. All submitted applications will be reviewed for completeness, minimum qualifications, and desirability. Selected applicants will then be invited to a preliminary screening interview, under the direction of the HRS Administrator.

- E. Generally, no additional out-of-District advertising of specific positions will occur unless it is deemed that the pool of qualified applicants, including current District administrative applicants is insufficient.

#### **TRANSFERS:**

- A. The District encourages administrators to seek a different assignment periodically over his/her career. In determining whether to rotate an administrator, the District will consider the length of appointment, interests of the administrator, and needs of the District.

#### **APPOINTMENTS:**

- A. The Superintendent may appoint administrators to any position.
- B. The Superintendent may appoint interim administrators to any position on a temporary basis as needed.
  - 1. Interim administrators will return to their previous position or to a similar position at the end of the temporary appointment.
  - 2. Interim administrators may compete for the position for which they are appointed.
- C. A meeting with the Superintendent or designee will be held with any administrator under consideration for an appointment to gather their interest before any appointment is finalized.

#### **DISTRICT LEVEL VACANCIES:**

- A. The process for filling District level administrative vacancies will be under the direction of the HRS Administrator and will be communicated to all current administrators via district email or the equivalent electronic system.
- B. District level vacancies will be communicated to current administrators and remain open for a minimum of ten (10) working days. In the event a shorter timeline is warranted, the HRS administrator will coordinate with the SLASA president.
- C. All interested administrators shall submit a complete application for posted vacancies.
- D. The HRS Administrator will review all applications to determine whether the application meets the minimum qualifications identified in the job description.

- E. The hiring supervisor and interview committee will screen applicants using a rubric.
- F. An interview committee coordinated by the hiring supervisor and the HRS Administrator will be formed to conduct interviews and make a recommendation to the hiring supervisor regarding the successful applicants. The interview committee will include a representative from SLASA.
- G. The hiring supervisor will make a final recommendation for appointment to Human Resources Services.

#### **SCHOOL BASED VACANCIES:**

- A. Principals:
  - 1. The process for filling principal vacancies will be under the direction of the HRS Administrator.
  - 2. As positions become available all principal vacancies will be communicated to all current administrators, may be posted internally and externally, and will remain open for ten (10) working days. In the event a shorter timeline is warranted, the HRS administrator will coordinate with the SLASA president.
  - 3. All interested administrators shall submit a complete application for posted vacancies.
  - 4. The hiring supervisor will organize a selection team, including a representative of SLASA, their supervisor(s), with ideally no more than 10 individuals.
  - 5. The interview committee will compile a list of characteristics and qualities desired in a new principal. The list should reflect the interests of the various stakeholders. The hiring supervisor will compile the qualities list and share with the interview committee, HRS, the Executive Director of SL&P, and the Superintendent.
  - 6. The interview committee shall screen applicants using a rubric, develop interview questions, conduct interviews, and recommend two or more finalists to the Superintendent along with the overall ranking of candidates interviewed.
  - 7. Superintendent shall interview the finalists and select one for recommendation to Human Resource Services.

**B. Assistant Principals:**

1. The process for filling assistant principal vacancies will be under the direction of the HRS Administrator.
2. As positions become available all assistant principal vacancies will be communicated to all current administrators, may be posted internally and externally, and will remain open for a minimum of ten (10) working days.
3. All interested administrators shall submit a complete application for known or anticipated vacancies.
4. The hiring supervisor will organize an interview committee, including a representative from SLASA .
5. The interview committee shall screen applicants using a rubric, conduct interviews, and make a recommendation to the hiring supervisor.
  6. The hiring supervisor will make a final recommendation for appointment to Human Resources Services.

**XI. PERFORMANCE AND EVALUATION**

The purpose of evaluating performance is to celebrate accomplishments, encourage continual professional growth, support successful performance and outcomes, and provide assistance where needed.

**Administrator** means any individual, except the Superintendent and the business administrator, employed by the District who is paid on any administrative salary schedule, including administrators who are not required by the USBE to hold a professional certificate. It does not include those employed for less than three (3) hours per day or for less than half of a school year.

**Career administrator** means an administrator entitled to rely upon continued employment under Utah law and District policies.

**Provisional administrator** means an administrator employed by the District who has not achieved status as a career administrator within the District. Business, interim, and acting administrators are not included.

- A. All Administrators are expected to:



1. Support the Board and the Superintendent;
2. Follow State and Federal laws, District policies and procedures; Shared Governance, and site-based decision making process;
3. Behave in a professional and ethical manner;
4. Articulate their vision and goals and work toward their accomplishments in alignment with the District's vision and strategic plan;
5. Collaborate with parents, teachers, students, staff, colleagues and supervisors;
6. Stay abreast of current professional research and practices; and
7. Facilitate decisions in a manner that is consistent with the District's Shared Governance and site-based decision making with active participation and open dialogue.

B. Elements of Administrator Supervision

Administrators will be evaluated annually based on the following components in accordance with UT Code , Board Policy P- 10, and the Administrator Evaluation Program (AEP) guidelines:

1. Student achievement indicators emphasizing learning growth and proficiency;
2. The results of an evaluation tool utilized by the local school Board that includes input from employees, parents, and students;
3. The effectiveness of evaluating employee performance in a school or District for which the school or District administrator has responsibility

C. An administrator's supervisor will collect evidence to support evaluation ratings of the Utah Educational Leadership Standards through; direct observation of job performance, review of applicable documents and interviews with stakeholders and the administrator.

1. Annually the supervisor and/or designee will provide the following as part of the Administrator Evaluation Program for all administrators:

- a. An orientation to the methods and purposes of the evaluation program;
  - b. Communication and contact to the administrator; and
  - c. Guidance, information, resources and feedback to assist the administrator in being successful on the job.
2. The evaluation for all administrators will include:
- a. The completion of a Professional Growth Plan (PGP) that includes:
    - i. Self-assessment of performance on the Utah Educational Leadership Standards
    - ii. Creation of professional goal(s) geared toward improving professional practice
    - iii. Review of school wide student growth data
    - iv. Response to stakeholder input from previous year
  - b. Professional conferences with the supervisor to be held a minimum of three (3) times during the year
  - c. Administrators will be evaluated annually based on the following three components in accordance with the Administrator Evaluation Program (AEP) guidelines and Board Policy P-10:
    - i. Observations of professional performance
    - ii. Student growth and learning
    - iii. Stakeholder input
  - d. Provisional administrators will be evaluated a minimum of two times annually under the same conditions as listed above.
3. Provisional administrators
- a. The supervisor and/or designee will provide:
    - i. a job description
    - ii. a mentor
    - iii. a review of the methods and purposes of evaluation
    - iv. guidance, information, resources, and written feedback at least twice per year, to assist the administrator in being successful on the job. Supervisors are to use the online evaluation application for providing feedback;

- v. notification to the administrator and to the Human Resource administrator sixty (60) days prior to the end of the contract year (no later than April 30<sup>th</sup>), if either;
  - a) The administrator's performance is not satisfactory ,  
or
  - b) The administrator's contract will not be renewed and
- vi. A minimum of two (2) observations i.e., at meetings, professional development activities, committee work, site visits.
- b. The mentor shall provide:
  - i. a review of the job description;
  - ii. a minimum of two (2) contacts per year; and
  - iii. support (i.e., guidance, information, idea sharing, explanations and problem solving about the job, procedures, policies, and expectancies).
- c. Terms of Provisional Status:
  - i. Administrators hired into their first administrative assignment within the District will remain on provisional status for three (3) years before attaining career administrator status.
  - ii. Career administrators hired from within the District into a new administrative assignment with an increased level of responsibilities within the District will remain on provisional status for two (2) years before attaining career administrator status.
  - iii. Administrators hired into a new administrative position which requires return to provisional status (see description in article d. below) will generally remain on provisional status for two years before becoming a career administrator. However, if the administrator has prior successful administrative experience, the supervisor can recommend for the approval of the Superintendent, that a provisional administrator be moved to career administrator status after one year of successful administration in the District.
- d. A provisional administrator who has attained career administrator status in a prior administrative assignment in the District and (1) has been assigned to a new level of administrative responsibility; (2) is assigned to a significantly different administrative job description; or (3) is placed on a higher salary schedule, *in this District*, who is notified of nonrenewal of contract in the new position, shall retain

their prior career administrator status for one (1) year.

C. Right to review and appeal

An administrator who disagrees with a midyear or summative evaluation may request a review within fifteen days after receiving the written report. (See Board Policy P-10 for details)

1. An Administrator who disagrees with the evaluation may request an informal appeal. The informal appeal must be requested in writing within five (5) working days of receiving the evaluation. The informal appeal shall include:
  - a. Be based on new or additional documentation that was not previously considered.
  - b. The evaluating administrator shall meet with the administrator to review the new documentation.
  - c. The evaluating administrator shall provide in writing a decision to the informal appeal within ten (10) working days.
2. An administrator who disagrees with the decision to the informal appeal may request a formal appeal. The formal appeal must be requested in writing within five working days of receiving the informal appeal decision. The request should identify the specific concern, the response to the informal appeal decision, a copy of the initial evaluation report, and any other supporting documentation.
  - a. The administrator reviewing the formal appeal is the next level administrator who was not the administrator who issued the evaluation.
  - b. The administrator will determine what additional information is needed to render a decision which may or may not include a meeting with the administrators involved.
  - c. A written decision shall be rendered within fifteen (15) working days.
  - d. The written decision is final.

D. Informal Assistance

For Provisional and Career Administrators, the evaluation program shall provide the following:

1. Career Administrators and Provisional Administrators who had formerly attained career status in this district:
  - a. In the event that a career, or provisional who had formerly attained career status in this district, administrator's performance is not satisfactory, the supervisor or designee

will notify the administrator (using online evaluation application and/or informal verbal conference) and the Human Resource Administrator. The supervisor and the administrator will work collaboratively to develop an informal assistance plan with at least these elements

- i. the issues or concerns;
- ii. how the administrator will show the supervisor there is improvement,
- iii. what support is needed to assist the administrator in improving;
- iv. time frame for improvement minimum of thirty (30) calendar days;
- v. a conclusion to the plan indicating one (1) of the following:
  - a) improvement was sufficient and the administrator is no longer on an informal assistance plan.
  - b) Improvement was evident, but an informal assistance plan will continue, or
  - c) Improvement was not sufficient and the administrator will be placed on remediation.

2. Provisional Administrators –refer to Utah Code §53G-11-513

E. Remediation (Career Administrators only)

1. In the event that a career administrator's performance on an informal assistance plan is not satisfactory, the supervisor or designee will:
  2. Inform the Human Resource Services Administrator;
  3. Inform the administrator of the right to be assisted by SLASA;
  4. Give the administrator written notification of remediation status (UT Code);
  5. Give notification, at least thirty (30) calendar days prior to issuing notice of intent not to renew the administrator's contract, that continued employment is in question and will give the reasons for the anticipated non-renewal (UT code; and
  6. In collaboration with career administrator provide a written plan identifying deficiencies to improve the administrator's performance (UT Code).
  7. Central office administrators will be named by the Superintendent to serve as needed to assist principals in buildings where a building administrator is on remediation.

- F. The written remediation plan will give the administrator an opportunity to correct the problem.

It will be developed collaboratively with the administrator and will include at least these elements: (per UT code)

1. Clear description of the concerns or deficiencies as they relate to the administrator expectancies;
2. Specific steps or actions for improvement with expected and measurable outcomes;
3. Resources and assistance available to the administrator including informal conferences and the services of personnel within the District;
4. Time frame for improvement (minimum of thirty (30) calendar days) and
5. Written conclusion of the plan indicating one of the following:
  - a. Improvement was sufficient and the administrator is no longer on remediation status or an assistance plan;
  - b. Improvement was evident, but remediation status and an assistance plan will continue for a specified time period; or
  - c. Improvement was not sufficient and the administrator will be terminated.

## **XII. TERMINATION**

- A. Non-renewal of Contract

1. If the career administrator does not correct identified problems in accordance with a remediation plan, and the District intends not to renew the contract, it will give written notification of at least sixty (60) calendar days before the end of the contract year (no later than April 30<sup>th</sup>). [per UT Code]; or
2. If the District intends not to renew the contract of a provisional administrator who has not attained career status in a prior administrative position in Salt Lake City School District, it will give written notification of at least sixty (60) calendar days before the end of the contract year (no later than April 30<sup>th</sup>). [UT Code ]

- B. Termination during the Contract Term [per UT Code]

If termination occurs during the contract term, the supervisor or designee will:

1. give the provisional or career administrator written notice at least thirty (30) calendar days prior to the proposed date of termination and will State the reasons for termination; [per UT Code ]
2. advise the administrator that he/she has a right to a fair hearing. Active service may be suspended pending a hearing if it appears continued employment may be harmful to students or to the District; [per UT Code ] and
3. serve the notice in person or by certified mail.

**Notes:** Utah Code is noted when it is the source. References are not direct quotations.

No district employee or student shall be subjected to discrimination in employment or any district program or activity on the basis of age, color, disability, gender, gender identity, genetic information, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status. The district is committed to providing equal access and equal opportunity in its programs, services and employment including its policies, complaint processes, program accessibility, district facility use, accommodations and other Equal Employment Opportunity matters. The district also provides equal access to district facilities for all youth groups listed in Title 36 of the United States Code, including scouting groups. The following person has been designated to handle inquiries and complaints regarding unlawful discrimination, harassment, sexual harassment, and retaliation: Tina Hatch, Compliance Officer/Title IX Coordinator, 440 East 100 South, Salt Lake City, Utah 84111, (801) 578-8388. You may also contact the Office for Civil Rights, Denver, CO, (303) 844-5695.