Board Policy 5105: Certificated Personnel Employment

Status: ADOPTED

Original Adopted Date: 04/09/2013 **| Last Revised Date:** 11/08/2016, 08/20/2019, 12/14/2020, 09/13/2022, 11/10/2026 **| Last Reviewed Date:**

Definitions

Category 1 Certificated Employees: Certificated personnel hired on a limited one-year contract after August 1st or the spouse of a Trustee hired under the limited provisions of Section 33-507(3), Idaho Code.

Category 2 Certificated Employees: Certificated personnel in the first and second years of continuous employment within the same school district.

Category 3 Certificated Employees: Certificated personnel in the third year of continuous employment by the same school district.

Renewable Contract Certificated Employees: With the exception of Interim Certificate holders, upon being offered a contract for a fourth full consecutive year of employment as a certificated teacher, certificated personnel may automatically renew their employment with this District, for the next school year, by timely returning their contract.

The District shall have the option to grant renewable contract status when it hires a certificated employee who has been on a renewable contract with another Idaho school district or who has out-of-state experience which would otherwise qualify the certificated employee for renewable contract status in Idaho. Alternatively, the District can place the certificated employee on a Category 3 contract.

Retired: Certificated personnel receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, hired as at-will employees. Retired school employee means any District employee employed as instructional staff, pupil service staff, or professionally endorsed staff and any staff holding a certificate as described in IC 33-1210A, Idaho Code, as well as school bus drivers and resource officers.

Interim Certificate Holder: A certificated employee who holds an interim certificate while they pursue an alternate route to certification must complete the requirements of their alternate route certification. For an administrator, this shall consist of:

1. Targeted coursework, professional development, or learning experiences consisting of at least six semester credits or the equivalent to address any gaps identified by the District and the State Department of Education in the administrator's knowledge or skills. Such instruction may include but is not limited to school law, public school finance, special education, and instructional leadership.
2. At least 70 hours of mentoring during the first two years of their interim certificate as required by Idaho Code.

3. Achievement of a proficient rating in their performance evaluation conducted by the Board.

For other certificated employees, this shall include:

1. Completing at least nine semester credits annually toward the completion of their alternate route to certification; and
2. Meeting their annual progress goals toward the completion of the alternate route.

The District may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and District policy. Personnel who hold an interim certificate and/or emergency authorization and have not been issued their five-year renewable certificate shall not exceed a Category 3 Contract until conditions have been met.

Notice

1. Category 1 certificated employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

2. Category 2 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and are not entitled to a review of the reasons or decision not to reemploy by the Board.

3. Category 3 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and shall, upon written request, be given the opportunity for an informal review of the decision by the Board. The parameters for the informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of category 3 certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

4. Contracts for all renewable contracted certificated employees shall be issued by July 1st. All employees on renewable contracts must timely return their contract. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

5. Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts may be issued for, an

assignment which is not part of a certificated employee's regular teaching duties. A supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category 1, 2, 3 or renewable) and no property rights shall attach. A written notice of non-reissuance of the extra duty supplemental contract with a written statement of reasons shall be provided. Upon written request, the certificated employee shall be given the opportunity for an informal review of the decision by the Board. The parameters for the informal review will be determined by the Board. The contract shall be in a form approved by the state superintendent of public instruction.

An extra day assignment is, and supplemental extra day contracts, may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the District. Such additional days may be in service of the same activities as the employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certificated employee's underlying contract (Category 1, 2, 3 or renewable). The contract shall be in a form approved by the state superintendent of public instruction.

Delivery of Contract

Delivery of a contract may be made only in person; by certified mail, return receipt requested; or electronically, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

If a District delivers contracts via electronic means, with return electronic receipt, and the District has not received a returned signed contract and has not received an electronic read receipt from the employee, the District shall then resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and provide the individual with a new date for contract return.

Return of the Contract

A person who receives a proposed contract from the District shall have 10 days from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or if the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant. Through this policy the Board delegates to the Superintendent and Human Resources Director the power, as the designee of the Board, to declare such position vacant should a signed contract not be returned within the designated period.

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Legal References	Description
IC § 33-507	Limitation Upon Authority of Trustees
IC § 33-513	Professional Personnel
IC § 33-514	Issuance of Annual Contracts – Supports Programs – Categories of Contracts – Optional Placement
IC § 33-514A	Issuance of Limited Contract – Category 1 Contract
IC § 33-515	Issuance of Renewable Contracts
IC § 33-515A	Supplemental Contracts
IC § 59-1302	Definitions
IC 33-1204A	Alternative Authorization Program – Administrators
IDAPA 08.02.02.016	Idaho Interim Certificate
IDAPA 08.02.02.042	Alternate Routes to Certification

Other References	Description
ISBA Policy Services	https://www.idsba.org/member-services/policy/

Cross References

Code	Description
5107	Informal Review
5340	Evaluation of Certificated Personnel
5340	Evaluation of Certificated Personnel
6100	Superintendent
6100	Superintendent