

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 111

BY EDUCATION COMMITTEE

AN ACT

1 RELATING TO SCHOOL PERSONNEL; AMENDING SECTION 33-514, IDAHO CODE, TO PRO-  
2 VIDE THAT CERTAIN PERSONS SHALL BE HELD AT CATEGORY 3 CONTRACT STATUS  
3 AND TO MAKE A TECHNICAL CORRECTION; AND AMENDING SECTION 33-515, IDAHO  
4 CODE, TO REVISE PROVISIONS REGARDING RENEWABLE CONTRACTS.  
5

6 Be It Enacted by the Legislature of the State of Idaho:

7 SECTION 1. That Section 33-514, Idaho Code, be, and the same is hereby  
8 amended to read as follows:

9 33-514. ISSUANCE OF ANNUAL CONTRACTS -- SUPPORT PROGRAMS -- CATE-  
10 GORIES OF CONTRACTS -- OPTIONAL PLACEMENT. (1) The board of trustees shall  
11 establish criteria and procedures for the supervision and evaluation of  
12 certificated employees who are not employed on a renewable contract, as pro-  
13 vided for in section 33-515, Idaho Code.

14 (2) There shall be three (3) categories of annual contracts available  
15 to local school districts under which to employ certificated personnel:

16 (a) A category 1 contract is a limited ~~one-year~~ one (1) year contract as  
17 provided in section 33-514A, Idaho Code.

18 (b) A category 2 contract is for certificated personnel in the first and  
19 second years of continuous employment with the same school district.  
20 Upon the decision by a local school board not to reemploy the person for  
21 the following year, the certificated employee shall be provided a writ-  
22 ten statement of reasons for non-reemployment by no later than the first  
23 day of July. No property rights shall attach to a category 2 contract  
24 and therefore the employee shall not be entitled to a review by the local  
25 board of the reasons or decision not to reemploy.

26 (c) A category 3 contract is for certificated personnel during the  
27 third year of continuous employment by the same school district. Any  
28 employee who has not completed nontraditional route program require-  
29 ments while on a three (3) year interim certificate and has reached a  
30 category 3 contract status may not advance beyond a category 3 contract  
31 status and will be held at the category 3 status, regardless of having  
32 been continuously employed by the same school district for more than  
33 three (3) years, until such time as the nontraditional route program  
34 requirements have been met and a five (5) year renewable certificate has  
35 been issued. When any ~~such~~ category 3 contract employee's work is found  
36 to be unsatisfactory, a defined period of probation shall be estab-  
37 lished by the board, but in no case shall a probationary period be less  
38 than eight (8) weeks. After the probationary period, action shall be  
39 taken by the board as to whether the employee is to be retained, immedi-  
40 ately discharged, discharged upon termination of the current contract  
41 or reemployed at the end of the contract term under a continued pro-  
42 probationary status. Notwithstanding the provisions of sections 74-205

1 and 74-206, Idaho Code, a decision to place certificated personnel on  
2 probationary status may be made in executive session and the employee  
3 shall not be named in the minutes of the meeting. A record of the deci-  
4 sion shall be placed in the employee's personnel file. This procedure  
5 shall not preclude recognition of unsatisfactory work at a subsequent  
6 evaluation and the establishment of a reasonable period of probation.  
7 In all instances, the employee shall be duly notified in writing of the  
8 areas of work that are deficient, including the conditions of proba-  
9 tion. Each such certificated employee on a category 3 contract shall be  
10 given notice, in writing, whether he or she will be reemployed for the  
11 next ensuing year. Such notice shall be given by the board of trustees  
12 no later than the first day of July of each such year. If the board of  
13 trustees has decided not to reemploy the certificated employee, then  
14 the notice must contain a statement of reasons for such decision and the  
15 employee shall, upon request, be given the opportunity for an informal  
16 review of such decision by the board of trustees. The parameters of an  
17 informal review shall be determined by the local board.

18 (3) School districts hiring an employee who has been on renewable con-  
19 tract status with another Idaho district, or has out-of-state experience  
20 which would otherwise qualify the certificated employee for renewable con-  
21 tract status in Idaho, shall have the option to immediately grant renewable  
22 contract status, or to place the employee on a category 3 annual contract.  
23 Such employment on a category 3 contract under the provisions of this subsec-  
24 tion may be for one (1), two (2) or three (3) years.

25 (4) There shall be a minimum of one (1) written evaluation in each of the  
26 annual contract years of employment, which shall be completed no later than  
27 June 1 of each year. The evaluation shall include a minimum of two (2) doc-  
28 umented observations, one (1) of which shall be completed prior to January 1  
29 of each year. The requirement to provide at least one (1) written evaluation  
30 does not exclude additional evaluations that may be performed. No civil ac-  
31 tion for money damages shall arise for failure to comply with the provisions  
32 of this subsection.

33 SECTION 2. That Section 33-515, Idaho Code, be, and the same is hereby  
34 amended to read as follows:

35 33-515. ISSUANCE OF RENEWABLE CONTRACTS. (1) During the third full  
36 year of continuous employment by the same school district, including any  
37 specially chartered district, each certificated employee named in sub-  
38 section (32) of section 33-1001, Idaho Code, and each school nurse and  
39 school librarian who has obtained a professional endorsement under section  
40 33-1201A, Idaho Code, shall be evaluated for a renewable contract and shall,  
41 upon having been offered a contract for the next ensuing year, and upon sign-  
42 ing and timely returning a contract for a fourth full year, be placed on a  
43 renewable contract status with said school district entitling such individ-  
44 ual to the right to automatic renewal of contract, subject to the provisions  
45 included in this chapter, provided that instructional staff who have not  
46 obtained a professional endorsement under section 33-1201A, Idaho Code, may  
47 not be placed on a renewable contract status, provided however, if the career  
48 ladder pursuant to section 33-1004B, Idaho Code, is not funded, then a pro-  
49 fessional endorsement shall not be required. Additionally, any individual

1 who has not successfully completed the three (3) year nontraditional route  
2 program while on a three (3) year interim certificate and has not yet been  
3 issued a five (5) year renewable certificate may not be placed on a renewable  
4 contract. Such individual will remain on a category 3 contract, even after  
5 serving three (3) continuous years of employment with the same school dis-  
6 trict.

7 (2) At least once annually, the performance of each renewable contract  
8 certificated employee, school nurse, or school librarian shall be evaluated  
9 according to criteria and procedures established by the board of trustees in  
10 accordance with general guidelines approved by the state board of education.  
11 Such an evaluation shall be completed no later than June 1 of each year. The  
12 evaluation shall include a minimum of two (2) documented observations, one  
13 (1) of which shall be completed prior to January 1 of each year.

14 (3) Any contract automatically renewed under the provisions of this  
15 section may be renewed for a shorter term, longer term or the same length  
16 of term as stated in the current contract and at a greater, lesser or equal  
17 salary as that stated in the current contract. Absent the board's applica-  
18 tion of a formal reduction in force, renewals of standard teacher contracts  
19 may be for a shorter term, longer term or the same length of term as stated  
20 in the current standard teacher contract and at a greater, lesser or equal  
21 salary, and shall be uniformly applied to all employees based upon the dis-  
22 trict's adopted salary schedule to the extent allowable in section 33-1004E,  
23 Idaho Code.

24 (a) Contracts issued pursuant to this section shall be issued on or be-  
25 fore the first day of July each year.

26 (b) At the discretion of the board, the district may issue letters of  
27 intent for employment for the next ensuing school year to renewable  
28 contract status employees during May of each school year. Such let-  
29 ter of intent shall not state a specific duration of the contract or  
30 salary/benefits term for the next ensuing school year.

31 (c) Unless otherwise negotiated and ratified by both parties pursuant  
32 to sections 33-1271~~7~~ et seq., Idaho Code, standard teacher renewals for  
33 terms shorter in length than that stated in the current standard con-  
34 tract of renewable certificated employees, should be considered and im-  
35 plemented only after the district has determined that the salary-based  
36 apportionment reimbursement that it estimates it will receive for the  
37 ensuing school year is less than the sum the district would otherwise be  
38 paying for salaries for certificated professional employees.

39 (4) Nothing in this section shall prevent the board of trustees from of-  
40 fering a renewed contract increasing the salary of any certificated person,  
41 or from reassigning an administrative employee to a nonadministrative posi-  
42 tion with appropriate reduction of salary from the preexisting salary level.  
43 In the event the board of trustees reassigns an administrative employee to a  
44 nonadministrative position, the board shall give written notice to the em-  
45 ployee that contains a statement of the reasons for the reassignment. The  
46 employee, upon written request to the board, shall be entitled to an informal  
47 review of that decision. The process and procedure for the informal review  
48 shall be determined by the local board of trustees.

49 (5) Before a board of trustees can determine not to renew for reasons of  
50 an unsatisfactory report of the performance of any certificated person whose

1 contract would otherwise be automatically renewed, such person shall be en-  
2 titled to a reasonable period of probation. This period of probation shall  
3 be preceded by a written notice from the board of trustees with reasons for  
4 such probationary period and with provisions for adequate supervision and  
5 evaluation of the person's performance during the probationary period. Such  
6 period of probation shall not affect the person's renewable contract status.  
7 Consideration of probationary status for certificated personnel is consid-  
8 eration of the status of an employee within the meaning of section 74-206,  
9 Idaho Code, and may be held in executive session. If the consideration re-  
10 sults in probationary status, the individual on probation shall not be named  
11 in the minutes of the meeting. A record of the decision shall be placed in the  
12 teacher's personnel file.

13 (6) If the board of trustees takes action to immediately discharge  
14 or discharge upon termination of the current contract a certificated per-  
15 son whose contract would otherwise be automatically renewed, the action  
16 of the board shall be consistent with the procedures specified in section  
17 33-513(5), Idaho Code, and, furthermore, the board shall notify the employee  
18 in writing whether there is just and reasonable cause not to renew the con-  
19 tract or to reduce the salary of the affected employee, and, if so, what  
20 reasons it relied upon in that determination.

21 (7) If the board of trustees takes action after the declaration of a fi-  
22 nancial emergency pursuant to section 33-522, Idaho Code, and such action is  
23 directed at more than one (1) certificated employee, and if mutually agreed  
24 to by both parties, a single informal review shall be conducted. Without  
25 mutual consent of both parties, the board of trustees shall use the follow-  
26 ing procedure to conduct a single due process hearing within sixty-seven  
27 (67) days of the declaration of financial emergency pursuant to section  
28 33-522(2), Idaho Code, or on or before June 22, whichever shall occur first:

29 (a) The superintendent or any other duly authorized administrative of-  
30 ficer of the school district may recommend the change in the length of  
31 the term stated in the current contract or reduce the salary of any cer-  
32 tificated employee by filing with the board of trustees written notice  
33 specifying the purported reasons for such changes.

34 (b) Upon receipt of such notice, the board of trustees, acting through  
35 its duly authorized administrative official, shall give the affected  
36 employees written notice of the reductions and the recommendation of  
37 the change in the length of the term stated in the current contract or  
38 the reduction of salary, along with written notice of a hearing be-  
39 fore the board of trustees prior to any determination by the board of  
40 trustees.

41 (c) The hearing shall be scheduled to take place not less than six (6)  
42 days nor more than fourteen (14) days after receipt of the notice by the  
43 employees. The date provided for the hearing may be changed by mutual  
44 consent.

45 (d) The hearing shall be open to the public.

46 (e) All testimony at the hearing shall be given under oath or affirma-  
47 tion. Any member of the board, or the clerk of the board of trustees, may  
48 administer oaths to witnesses or affirmations by witnesses.

49 (f) The employees may be represented by legal counsel and/or by a repre-  
50 sentative of a local or state education association.

1 (g) The chairman of the board of trustees or the designee of the chair-  
2 man shall conduct the hearing.

3 (h) The board of trustees shall cause an electronic record of the hear-  
4 ing to be made or shall employ a competent reporter to take stenographic  
5 or stenotype notes of all the testimony at the hearing. A transcript of  
6 the hearing shall be provided at cost by the board of trustees upon re-  
7 quest of the employee.

8 (i) At the hearing, the superintendent or other duly authorized admin-  
9 istrative officer shall present evidence to substantiate the reduction  
10 contained in such notice.

11 (j) The employees may produce evidence to refute the reduction. Any  
12 witness presented by the superintendent or by the employees shall be  
13 subject to cross-examination. The board of trustees may also examine  
14 witnesses and be represented by counsel.

15 (k) The affected employees may file written briefs and arguments with  
16 the board of trustees within three (3) days after the close of the hear-  
17 ing or such other time as may be agreed upon by the affected employees  
18 and the board of trustees.

19 (l) Within seven (7) days following the close of the hearing, the board  
20 of trustees shall determine and, acting through its duly authorized ad-  
21 ministrative official, shall notify the employees in writing whether  
22 the evidence presented at the hearing established the need for the ac-  
23 tion taken.

24 The due process hearing pursuant to this subsection shall not be required if  
25 the board of trustees and the local education association reach an agreement  
26 on issues agreed upon pursuant to section 33-522(3), Idaho Code.

27 (8) If the board of trustees, for reasons other than unsatisfactory  
28 service, for the ensuing contract year, determines to change the length of  
29 the term stated in the current contract, reduce the salary or not renew the  
30 contract of a certificated person whose contract would otherwise be automat-  
31 ically renewed, nothing herein shall require a probationary period.

32 (9) If the board of trustees, for reasons other than unsatisfactory  
33 service, for the ensuing contract year, determines to change the length  
34 of the term stated in the current contract or reduce the salary of a cer-  
35 tificated person whose contract would otherwise be automatically renewed,  
36 nothing herein shall require any individualized due process proceeding. In  
37 such circumstance, the board shall hold a single informal review for all im-  
38 pacted employees. The process and procedure for the single informal review  
39 shall be determined by the local board of trustees.