

This policy was updated to include optional extra duty and extra day contracts and the right associated with those contracts as set forth in HB537.

This district may enter into supplemental contracts with certificated employees for extra duty or extra day assignments.

## **EXTRA DUTY CONTRACTS**

An extra duty assignment is, and extra duty supplemental contracts may be used for, an assignment which is not part of a certificated employee's regular teaching duties. *Extra duty assignments include, but are not limited to, coaching, directing or otherwise advising extracurricular activities.*

Any extra-duty assignment will be made on an annual basis and is limited to the duration of the school year or other relevant time period as set forth on the supplemental contract. The supplemental contract is separate and apart from the certificated employee's underlying contract and must be in a form approved by the state superintendent of public instruction. *Compensation will be paid for the employee's services as set forth on the supplemental contract and approved by the board. Determining the qualifications for extra-duty assignments and selecting individuals to fulfill each extra-duty assignment is the responsibility of the superintendent or designee.*

Employees do not have a property right to an extra duty assignment and are not entitled to automatic reappointment for the next year or season. If the board does not reissue a supplemental extra duty contract to a certificated employee who was last appointed the extra duty assignment, the board will give written notice to the employee describing reasons for the decision not to reissue the contract. The employee, upon written request to the board, will be entitled to an informal review.

*The employee must request an informal review within ten (10) calendar days of the date notice of the intent to not reissue the supplemental contract is mailed or hand delivered to the employee. The employee will be given an opportunity to meet with the board in executive session within fifteen (15) calendar days of the date the request for informal review is filed and explain why he/she disagrees with the board's decision. The employee does not have the right to be represented by an attorney or a representative of the local or state, teachers association, present evidence and/or cross-examine witnesses.* The board will notify the employee, of its final decision in the matter within fifteen (15) calendar days of the date of the informal review.

*In the event no certificated employees apply and/or qualify for a particular extra-duty assignment, the administrator may accept applications from non-certificated employees and/or other individuals.* Any individual who is assigned an extracurricular assignment shall be required to comply with all applicable district policies and IHSAA regulations, and shall undergo a criminal history check.

**EXTRA DAY CONTRACTS**

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 in the District. Such additional days may be in service of the same activities as the certificated 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 contract). The contract shall be in a form approved by the state superintendent of public instruction.



**LEGAL REFERENCE:**

Idaho Code Sections

33-511 – Maintenance

33-515A – Supplemental Contracts

**ADOPTED: June 21, 2011**

**AMENDED: October 23, 2013, January 25, 2017**