

## Homedale Joint School District No. 370

### PERSONNEL

5105

#### Certificated Personnel ~~Reemployment~~Employment

##### Definitions:

**Category 1 Certificated Employees:** Certificated personnel hired on a limited one-year contract after August 1<sup>st</sup> [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:** Upon being offered a contract for a fourth full consecutive year of employment as a certificated teacher, certificated personnel who 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.](#)

##### 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 1<sup>st</sup> 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 1<sup>st</sup> and shall, upon written request, be given the opportunity for an informal review of such 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 a 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 1<sup>st</sup>. All employees on renewable contracts must return their contract within 10 days of receipt. 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. ~~Superintendents, Principals, and Administrators~~ Contracts for retired teaches 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.  
~~The Board shall make a determination as to how long administrators have to sign and return their contracts. If the Board makes no such determination the default time limit shall be twenty one (21) days after the contract is delivered to the administrator.~~

#### Supplemental Contracts

An extra duty assignment is, and ~~E~~extra duty supplemental contracts ~~are~~ may be issued for, an assignment which is not part of a certificated employee's regular teaching duties. Any 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 such 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. When delivery is made in person, delivery of the contract must be acknowledged by a signed receipt. ~~When delivery is made by certified mail or electronically, delivery must be acknowledged by the return of the certified mail receipt or return electronic receipt from the person to whom the contract was sent.~~

If a District delivers contracts via electronic means, with return electronic receipt, and the District has not received a return 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 such individual with a new date for contract return.

#### Return of the Contract

A person who receives a proposed contract from the district shall have ten (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 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 the power, as the designee of the Board, to declare such position vacant should a signed contract not be returned within the designated period.

Cross Reference: Policy 6100 Superintendent

Legal Reference: [I.C. § 33-507](#) [Limitation upon Authority of Trustees](#)  
[I.C. § 33-513](#) Professional Personnel  
[I.C. § 33-514](#) Issuance of Annual Contracts - Support programs -  
Categories of Contracts - Optional Placement  
[I.C. § 33-514A](#) Issuance of Limited Contract - Category 1 Contract  
[I.C. § 33-515](#) Issuance of Renewable Contracts  
[I.C. § 33-515A](#) Supplemental Contracts

#### Policy History:

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