

Certificated Personnel Reemployment

Definitions:

Category 1 Certificated Employees—certificated personnel hired on a limited one-year contract after August 1st.

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.

Notice:

1. **Category 1 Certificated Employees**
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.
2. **Category 2 Certificated Employees**
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**
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 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 (1) evaluation. In no

case shall the probationary period be less than eight (8) 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. Renewable Contract

The Board may provide written notification to each person entitled to be employed on a renewable contract in May. 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.

Supplemental Contracts

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.

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 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 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 5340	Evaluation of Certificated Personnel
	Policy 6100	Superintendent
Legal Reference	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:

Adopted on: March 14, 2016

Revised on: