

Supplemental Contracts and Assignments

The Board may enter into a Supplemental Contract with a teacher to provide for an extra duty assignment. An “extra-duty assignment” is defined as any assignment which is not part of a teacher’s regular teaching duties. A contract (“Supplemental Contract”) for an extra-duty assignment shall be separate and apart from a teacher’s regular teaching contract, irrespective of employment as an annual contract teacher, a renewable contract teacher or employed pursuant to a limited one (1) year contract.

A teacher shall have no property rights in an extra-duty assignment regardless of the period of employment or the descriptions and terms set forth therein and such extra-duty assignment shall be considered in all respects “employment at will” subject to termination by the Board at any time with or without cause.

If the Board determines to terminate the teacher’s extra-duty assignment during the contract period or not to reissue a Supplemental Contract for an extra-duty assignment for the ensuing school year, the Board or its designee, shall provide the teacher with written notice of such action setting set forth the reasons for such action.

The teacher may within five (5) days of receipt of said Notice request, in writing, an Informal Review before the Board. The Board shall hold the Informal Review no more than thirty (30) days after receipt of such request and shall inform the teacher of the date, time and place of the Informal Review.

The procedures for said informal review shall be as follows:

1. The Informal Review shall be held in executive session;
2. The Board, or its appointed Hearing Officer, shall preside over the Informal Review;
3. The Informal Review shall be orderly;
4. The purposes of the Informal Review are to provide the teacher with an opportunity to address the Board informally and to present to the Board the reasons why the teacher should be reissued a Supplemental Contract for the extra-duty assignment or why the teacher’s Supplemental Contract should not be terminated during the contract term, whatever the case may be and for the Board to deliberate and reevaluate its previous decision;

5. The teacher may be represented by legal counsel and/or by a representative of the local or state teachers association;
6. The teacher may have other persons address the Board on the teacher's behalf and/or submit documentation for the Board's review;
7. The Administrative Staff, may but is not required to, present witnesses, submit documentation and/or make rebuttal statements during the Informal Review;
8. The Board or the Administrative Staff may question the teacher about matters relating to the Supplemental Contract for an extra-duty assignment;
9. Within fifteen (15) days following the Informal Review, the Board shall notify the teacher in writing of its final decision in the matter.

If a teacher does not plan to continue in an extracurricular position for the ensuing year, but continue to teach in the district, he/she shall request such change in writing to the Superintendent of Schools by April 1. This provides the opportunity to find a qualified replacement and be fair to students involved in the program. After a supplemental contract has been signed and returned, a request for release will only be approved if a replacement acceptable to the Principal and Superintendent can be found. In each case, the district will work with employees in special circumstances to find solutions best for the employee and the students in the activity.

The Superintendent may assign a teacher who has satisfactory proficiency for the assignment to coaching or other extracurricular duties.

Legal reference: I.C. 33-515A

Policy History:

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Revised on:

Previous policy IV-CC.