

EMPLOYEES RECEIVING ANNUAL CONTRACTS

Category 1: A limited contract is specifically offered only for the duration of a school year, and this district is under no obligation to give further notice to terminate the contract at the conclusion of the contract year. The district is under no obligation to rehire the employee.

Category 2: If the board decides not to employ the certificated employee for the ensuing school year, the employee will be provided with a written statement of the reasons for non-reemployment on or before May 25. Because no property rights attach to a Category 2 employment contract, the employee is not entitled to a review by the board of the basis for the decision not to reemploy the individual.

Category 3: On or before May 25, the board will give written notice whether the employee will be reemployed for the ensuing school year. If the employee will not be rehired, the employee will be given the opportunity for an informal review of the board's decision, upon submitting a *written* request for an informal review. *The district will follow the procedure for informal review set forth in the policy entitled Certificated Employees: Informal Review Process found in SECTION 400: PERSONNEL.*

Before a Category 3 employee can be considered for discharge as a result of unsatisfactory performance, the employee is entitled to a reasonable period of probation (not less than eight (8) weeks).

EMPLOYEES RECEIVING RENEWABLE CONTRACTS

Before the board can determine not to renew a contract for reasons of an unsatisfactory report of the performance of any certificated person whose contract would otherwise automatically be renewed, or to renew such employee's contract at a reduced salary, the employee will be entitled to a reasonable period of probation. If the discharge is for reasons other than an unsatisfactory report of performance, the board is not required to establish a reasonable period of probation for the employee.

DISCHARGE OR REDUCTION OF SALARY PROCEDURES

When the board: 1) discharges any certificated employee (renewable or annual contract) for any reason during the current contract period; 2) does not renew any renewable contract employee at the end of the contract period, or 3) renews the contract of a renewable contract employee at a reduced salary, the following procedures will be followed:

1. The superintendent or other authorized administrative officer may recommend the discharge of any certificated employee by filing with the board written notice specifying the alleged reasons for discharge.

2. Upon receipt of the notice, the board, acting through its designee, will give the affected employee written notice of the allegations and the recommendation of discharge, along with a written notice of a hearing before the board prior to any determination by the board.
3. The hearing will be scheduled to take place not less than six (6) days nor more than twenty-one (21) days after receipt of the notice by the employee. The date provided for the hearing may be changed by mutual consent.
4. The hearing will be public unless the employee requests in writing that it be in executive session.
5. All testimony at the hearing will be given under oath or affirmation. Any board member, or the clerk of the board, may administer oaths to witnesses or affirmations by witnesses.
6. The employee may be represented by legal counsel and/or by a representative of a local or state teachers association.
7. The chairman of the board or his or her designee will conduct the hearing.
8. The board will cause an electronic record of the hearing to be made, or will employ a competent reporter to take stenographic or steno-type notes of all the testimony at the hearing. A transcript of the hearing will be provided at cost by the board upon request of the employee.
9. At the hearing, the superintendent or duly authorized administrative officer will present evidence to substantiate the allegations contained in the notice received by the board.
10. The employee may produce evidence to refute the allegations. Any witness presented by the superintendent or by the employee will be subject to cross-examination. The board may also examine witnesses and be represented by counsel.
11. The employee may file written briefs and arguments with the board within three (3) days after the close of the hearing or such other time as may be agreed upon by the employee and board.
12. Within fifteen (15) days after the close of the hearing, the board will determine and, acting through an authorized administrator, notify the employee in writing whether the evidence presented at the hearing established the truth of the allegations and whether the employee is to be retained, immediately discharged, or discharged upon termination of the current contract.



LEGAL REFERENCE:

Idaho Code Sections

33-513

33-514

33-514A

33-515

ADOPTED: August 10, 2005

AMENDED:

**Language in text set forth in italics is optional.*