

Rolling Hills Public Charter School

[Note: Charter School personnel contracts are no longer required to be on a form approved by the State Superintendent of Public Instruction. However, employment of charter school teachers must be on written contract conditioned upon a valid certificate being held by such professional personnel. If the Charter School chooses not to follow the state contracting forms as outlined below, this policy should be modified to reflect the Charter School's contract specifications.]

PERSONNEL

5105

Certificated Personnel Employment

Definitions

Category 1 Certificated Employees: Certificated personnel hired on a limited one year contract after August 1st or the spouse of a Director 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.

Category 3 Certificated Employees: Certificated personnel in the third year of continuous employment by the same school.

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 Charter School, for the next school year, by timely returning their contract.

The Charter School 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 charter school or who has out-of-state experience which would otherwise qualify the certificated employee for renewable contract status in Idaho. Alternatively, the Charter School 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 Charter School 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 1st 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 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 evaluation. In no case shall the 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 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.
5. Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the Charter School to terminate the contract at the conclusion of the contract year.

Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts are may be issued for, an assignment which is not part of a certificated employee's regular teaching duties. A 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.

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 Charter School. 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).

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 Charter School delivers contracts via electronic means, with return electronic receipt, and the Charter School has not received a returned signed contract and has not received an electronic read receipt from the employee, the Charter School 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 Charter School shall have _____ days [**no less than ten 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 if 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 Principal AND/OR Human Resources Director 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 Policy 6100	Evaluation of Certificated Personnel Principal
Legal Reference	I.C. § 33-507 I.C. § 33-513 I.C. § 33-514 I.C. § 33-514A I.C. § 33-515 I.C. § 33-515A	Limitation upon Authority of Trustees Professional Personnel Issuance of Annual Contracts – Support programs – Categories of Contracts – Optional Placement Issuance of Limited Contract – Category 1 Contract Issuance of Renewable Contracts Supplemental Contracts

Policy History:

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