

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 117

BY EDUCATION COMMITTEE

AN ACT

1 RELATING TO EDUCATION; AMENDING SECTION 33-513, IDAHO CODE, TO  
2 REVISE A PROVISION RELATING TO A TERM OF EMPLOYMENT AND TO  
3 MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-514, IDAHO  
4 CODE, TO REVISE DATES RELATING TO CERTAIN CONTRACTS; AMENDING  
5 SECTION 33-515, IDAHO CODE, TO REVISE A NOTIFICATION DATE, TO  
6 REVISE PROVISIONS RELATING TO CERTAIN CONTRACTS, TO PROVIDE FOR  
7 NOTICE AND TO PROVIDE FOR A HEARING; AMENDING SECTION 33-521,  
8 IDAHO CODE, TO REVISE PROVISIONS RELATING TO CERTAIN SEVERANCE  
9 PAYMENTS; AMENDING SECTION 33-1004, IDAHO CODE, TO REVISE  
10 PROVISIONS RELATING TO THE DETERMINATION OF CERTAIN ALLOWANCES  
11 AND TO REVISE A MULTIPLIER; AMENDING SECTION 33-1004A, IDAHO  
12 CODE, TO REVISE PROVISIONS RELATING TO A CERTAIN EXPERIENCE  
13 FACTOR AND TO REVISE MULTIPLIERS FOR CERTAIN EDUCATION FACTORS;  
14 REPEALING SECTION 33-1004G, IDAHO CODE, RELATING TO EARLY  
15 RETIREMENT INCENTIVE; AMENDING SECTION 33-1004H, IDAHO CODE, TO  
16 REVISE PROVISIONS RELATING TO EMPLOYING RETIRED TEACHERS AND  
17 ADMINISTRATORS; AMENDING SECTION 33-1271, IDAHO CODE, TO PROVIDE  
18 THAT CONTRACTS RESULTING FROM A CERTAIN RATIFICATION SHALL END  
19 AT A CERTAIN TIME AND TO MAKE A TECHNICAL CORRECTION; AMENDING  
20 SECTION 33-1276, IDAHO CODE, TO PROVIDE FOR CERTAIN POWERS OF  
21 THE BOARD OF TRUSTEES UPON A DECLARATION OF A FINANCIAL  
22 EMERGENCY BY THE STATE; DECLARING THAT THE LEGISLATURE  
23 RECOGNIZES THAT SCHOOL DISTRICTS AND PUBLIC CHARTER SCHOOLS  
24 WILL RECEIVE REDUCED FUNDING AND ENCOURAGES THE DISTRICTS AND  
25 PUBLIC CHARTER SCHOOLS TO ACCOMMODATE SUCH REDUCTIONS; AND  
26 DECLARING AN EMERGENCY.  
27

28 Be It Enacted by the Legislature of the State of Idaho:

29 SECTION 1. That Section 33-513, Idaho Code, be, and the same is hereby amended to  
30 read as follows:

31 33-513. PROFESSIONAL PERSONNEL. The board of trustees of each school district,  
32 including any specially chartered district, shall have the following powers and duties:

33 1. To employ professional personnel, on written contract in form approved by the state  
34 superintendent of public instruction, conditioned upon a valid certificate being held by such  
35 professional personnel at the time of entering upon the duties thereunder. Should the board  
36 of trustees fail to enter into written contract for the employment of any such person, the state  
37 superintendent of public instruction shall withhold ensuing apportionments until such written  
38 contract be entered into. When the board of trustees has delivered a proposed contract for the

1 next ensuing year to any such person, such person shall have a period of time to be determined  
 2 by the board of trustees in its discretion, but in no event less than ten (10) days from the date  
 3 the contract is delivered, in which to sign the contract and return it to the board. Delivery of  
 4 a contract may be made only in person or by certified mail, return receipt requested. When  
 5 delivery is made in person, delivery of the contract must be acknowledged by a signed receipt.  
 6 When delivery is made by certified mail, delivery must be acknowledged by the return of  
 7 the certified mail receipt from the person to whom the contract was sent. Should the person  
 8 willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned  
 9 to the board in the designated period of time, the board may declare the position vacant.

10 The board of trustees shall withhold the salary of any teacher who does not hold a  
 11 teaching certificate valid in this state. It shall not contract to require any teacher to make  
 12 up time spent in attending any meeting called by the state board of education or by the state  
 13 superintendent of public instruction; nor while attending regularly scheduled official meetings  
 14 of the state teachers' association.

15 2. In the case of school districts other than elementary school districts, to employ a  
 16 superintendent of schools for a term not to exceed three (3) years, who shall be the executive  
 17 officer of the board of trustees with such powers and duties as the board may prescribe.  
 18 The superintendent shall also act as the authorized representative of the district whenever  
 19 such is required, unless some other person shall be named by the board of trustees to act as  
 20 its authorized representative. The board of trustees shall conduct an annual, written formal  
 21 evaluation of the work of the superintendent of the district. The evaluation shall indicate the  
 22 strengths and weaknesses of the superintendent's job performance in the year immediately  
 23 preceding the evaluation and areas where improvement in the superintendent's job performance,  
 24 in the view of the board of trustees, is called for.

25 3. To employ through written contract principals who shall hold a valid certificate  
 26 appropriate to the position for which they are employed, who shall supervise the operation and  
 27 management of the school in accordance with the policies established by the board of trustees  
 28 and who shall be under the supervision of the superintendent.

29 4. To employ assistant superintendents and principals for a term not to exceed ~~two~~ one  
 30 (2) years. Service performed under such contract shall be included in meeting the provisions  
 31 of section 33-515, Idaho Code, as a teacher and persons eligible for a renewable contract as a  
 32 teacher shall retain such eligibility.

33 5. To suspend, grant leave of absence, place on probation or discharge certificated  
 34 professional personnel for a material violation of any lawful rules ~~or regulations~~ of the board of  
 35 trustees or of the state board of education, or for any conduct which could constitute grounds  
 36 for revocation of a teaching certificate. Any certificated professional employee, except the  
 37 superintendent, may be discharged during a contract term under the following procedures:

38 (a) The superintendent or any other duly authorized administrative officer of the school  
 39 district may recommend the discharge of any certificated employee by filing with the  
 40 board of trustees written notice specifying the alleged reasons for discharge.

41 (b) Upon receipt of such notice the board, acting through their duly authorized  
 42 administrative official, shall give the affected employee written notice of the allegations  
 43 and the recommendation of discharge, along with written notice of a hearing before the  
 44 board prior to any determination by the board of the truth of the allegations.

1 (c) The hearing shall be scheduled to take place not less than six (6) days nor more than  
 2 twenty-one (21) days after receipt of the notice by the employee. The date provided for  
 3 the hearing may be changed by mutual consent.

4 (d) The hearing shall be public unless the employee requests in writing that it be in  
 5 executive session.

6 (e) All testimony at the hearing shall be given under oath or affirmation. Any member of  
 7 the board, or the clerk of the board, may administer oaths to witnesses or affirmations by  
 8 witnesses.

9 (f) The employee may be represented by legal counsel and/or by a representative of a  
 10 local or state teachers association.

11 (g) The chairman of the board or the designee of the chairman shall conduct the hearing.

12 (h) The board shall cause an electronic record of the hearing to be made or shall employ  
 13 a competent reporter to take stenographic or steno-type notes of all the testimony at the  
 14 hearing. A transcript of the hearing shall be provided at cost by the board upon request  
 15 of the employee.

16 (i) At the hearing the superintendent or other duly authorized administrative officer shall  
 17 present evidence to substantiate the allegations contained in such notice.

18 (j) The employee may produce evidence to refute the allegations. Any witness presented  
 19 by the superintendent or by the employee shall be subject to cross-examination. The  
 20 board may also examine witnesses and be represented by counsel.

21 (k) The affected employee may file written briefs and arguments with the board within  
 22 three (3) days after the close of the hearing or such other time as may be agreed upon by  
 23 the affected employee and the board.

24 (l) Within fifteen (15) days following the close of the hearing, the board shall determine  
 25 and, acting through their duly authorized administrative official, shall notify the employee  
 26 in writing whether the evidence presented at the hearing established the truth of the  
 27 allegations and whether the employee is to be retained, immediately discharged, or  
 28 discharged upon termination of the current contract.

29 SECTION 2. That Section 33-514, Idaho Code, be, and the same is hereby amended to  
 30 read as follows:

31 33-514. ISSUANCE OF ANNUAL CONTRACTS – SUPPORT PROGRAMS –  
 32 CATEGORIES OF CONTRACTS – OPTIONAL PLACEMENT. (1) The board of trustees shall  
 33 establish criteria and procedures for the supervision and evaluation of certificated employees  
 34 who are not employed on a renewable contract, as provided for in section 33-515, Idaho Code.

35 (2) There shall be three (3) categories of annual contracts available to local school  
 36 districts under which to employ certificated personnel:

37 (a) A category 1 contract is a limited one-year contract as provided in section 33-514A,  
 38 Idaho Code.

39 (b) A category 2 contract is for certificated personnel in the first and second years of  
 40 continuous employment with the same school district. Upon the decision by a local  
 41 school board not to reemploy the person for the following year, the certificated employee  
 42 shall be provided a written statement of reasons for non-reemployment by no later than  
 43 ~~May 25~~ July 1. No property rights shall attach to a category 2 contract and therefore the  
 44 employee shall not be entitled to a review by the local board of the reasons or decision  
 45 not to reemploy.

1 (c) A category 3 contract is for certificated personnel during the third year of continuous  
 2 employment by the same school district. District procedures shall require at least one  
 3 (1) evaluation prior to the beginning of the second semester of the school year and  
 4 the results of any such evaluation shall be made a matter of record in the employee's  
 5 personnel file. When any such employee's work is found to be unsatisfactory a defined  
 6 period of probation shall be established by the board, but in no case shall a probationary  
 7 period be less than eight (8) weeks. After the probationary period, action shall be taken  
 8 by the board as to whether the employee is to be retained, immediately discharged,  
 9 discharged upon termination of the current contract or reemployed at the end of the  
 10 contract term under a continued probationary status. Notwithstanding the provisions of  
 11 sections 67-2344 and 67-2345, Idaho Code, a decision to place certificated personnel  
 12 on probationary status may be made in executive session and the employee shall not  
 13 be named in the minutes of the meeting. A record of the decision shall be placed  
 14 in the employee's personnel file. This procedure shall not preclude recognition of  
 15 unsatisfactory work at a subsequent evaluation and the establishment of a reasonable  
 16 period of probation. In all instances, the employee shall be duly notified in writing of  
 17 the areas of work which are deficient, including the conditions of probation. Each such  
 18 certificated employee on a category 3 contract shall be given notice, in writing, whether  
 19 he or she will be reemployed for the next ensuing year. Such notice shall be given by the  
 20 board of trustees no later than the ~~twenty-fifth~~ first day of ~~May~~ July of each such year.  
 21 If the board of trustees has decided not to reemploy the certificated employee, then the  
 22 notice must contain a statement of reasons for such decision and the employee shall, upon  
 23 request, be given the opportunity for an informal review of such decision by the board of  
 24 trustees. The parameters of an informal review shall be determined by the local board.

25 (3) School districts hiring an employee who has been on renewable contract status  
 26 with another Idaho district, or has out-of-state experience which would otherwise qualify  
 27 the certificated employee for renewable contract status in Idaho, shall have the option to  
 28 immediately grant renewable contract status, or to place the employee on a category 3 annual  
 29 contract. Such employment on a category 3 contract under the provisions of this subsection  
 30 may be for one (1), two (2) or three (3) years.

31 (4) There shall be a minimum of two (2) written evaluations in each of the annual  
 32 contract years of employment, and at least one (1) evaluation shall be completed before January  
 33 1 of each year. The provisions of this subsection (4) shall not apply to employees on a  
 34 category 1 contract.

35 SECTION 3. That Section 33-515, Idaho Code, be, and the same is hereby amended to  
 36 read as follows:

37 33-515. ISSUANCE OF RENEWABLE CONTRACTS. During the third full year of  
 38 continuous employment by the same school district, including any specially chartered district,  
 39 each certificated employee named in subsection (16) of section 33-1001, Idaho Code, and each  
 40 school nurse and school librarian shall be evaluated for a renewable contract and shall, upon  
 41 having been offered a contract for the next ensuing year, having given notice of acceptance of  
 42 renewal and upon signing a contract for a fourth full year, be placed on a renewable contract  
 43 status with said school district subject to the provisions included in this chapter.

44 After the third full year of employment and at least once annually, the performance of  
 45 each such certificated employee, school nurse, or school librarian shall be evaluated according

1 to criteria and procedures established by the board of trustees in accordance with general  
 2 guidelines approved by the state board of education. Except as otherwise provided, that person  
 3 shall have the right to automatic renewal of contract by giving notice, in writing, of acceptance  
 4 of renewal. Such notice shall be given to the board of trustees of the school district then  
 5 employing such person not later than the first day of June preceding the expiration of the term  
 6 of the current contract. Except as otherwise provided by this paragraph, the board of trustees  
 7 shall notify each person entitled to be employed on a renewable contract of the requirement  
 8 that such person must give the notice hereinabove and that failure to do so may be interpreted  
 9 by the board as a declination of the right to automatic renewal or the offer of another contract.  
 10 Such notification shall be made, in writing, not later than the ~~fifteenth~~ first day of ~~May~~ July,  
 11 in each year, except to those persons to whom the board, prior to said date, has sent proposed  
 12 contracts for the next ensuing year, or to whom the board has given the notice required by this  
 13 section.

14 ~~Any contract automatically renewed under the provisions of this section shall be for~~  
 15 ~~the same length as the term stated in the current contract and at a salary no lower than that~~  
 16 ~~specified therein, to which shall be added such increments as may be determined by the~~  
 17 ~~statutory or regulatory rights of such employee by reason of training, service, or performance.~~

18 Nothing herein shall prevent the board of trustees from offering a renewed contract  
 19 increasing or reducing the salary of any certificated person, or from increasing or decreasing  
 20 the length of term stated in the current contract or from reassigning an administrative employee  
 21 to a nonadministrative position with appropriate reduction of salary from the preexisting  
 22 salary level. In the event the board of trustees reassigns an administrative employee to a  
 23 nonadministrative position, the board shall give written notice to the employee which contains  
 24 a statement of the reasons for the reassignment. The employee, upon written request to the  
 25 board, shall be entitled to an informal review of that decision. The process and procedure for  
 26 the informal review shall be determined by the local board of trustees.

27 Before a board of trustees can determine not to renew for reasons of an unsatisfactory  
 28 report of the performance of any certificated person whose contract would otherwise be  
 29 automatically renewed, or to renew the contract of ~~any~~ such person for such reasons at a  
 30 reduced salary, such person shall be entitled to a reasonable period of probation. This period  
 31 of probation shall be preceded by a written notice from the board of trustees with reasons for  
 32 such probationary period and with provisions for adequate supervision and evaluation of the  
 33 person's performance during the probationary period. Such period of probation shall not affect  
 34 the person's renewable contract status. Consideration of probationary status for certificated  
 35 personnel is consideration of the status of an employee within the meaning of section 67-2345,  
 36 Idaho Code, and may be held in executive session. If the consideration results in probationary  
 37 status, the individual on probation shall not be named in the minutes of the meeting. A record  
 38 of the decision shall be placed in the teacher's personnel file.

39 If the board of trustees, for reasons of unsatisfactory service, takes action to immediately  
 40 discharge or discharge upon termination of the current contract a certificated person whose  
 41 contract would otherwise be automatically renewed, or to renew the contract of any such person  
 42 at a reduced salary, the action of the board shall be consistent with the procedures specified in  
 43 section 33-513(5), Idaho Code, and furthermore, the board shall notify the employee in writing  
 44 whether there is just and reasonable cause not to renew the contract or to reduce the salary of  
 45 the affected employee, and if so, what reasons it relied upon in that determination.

1 If the board of trustees, for reasons other than unsatisfactory service, for the ensuing  
 2 contract year, determines to change the length of the term stated in the current contract, reduce  
 3 the salary or not renew the contract of a certificated person whose contract would otherwise  
 4 be automatically renewed, nothing herein shall require a probationary period. In the event the  
 5 board of trustees determines to reduce the length of the term of a new contract from the length  
 6 of term stated in the current contract or reduce the salary of a new contract from the amount  
 7 in the current contract, the board shall give written notice to the affected employees which  
 8 contains a statement of the reasons for the reduction. The affected employees, upon written  
 9 request to the board by any affected employee, shall be entitled to an informal review of that  
 10 decision, at a single hearing addressing each and every affected employee. The procedure for  
 11 the informal review shall be determined by the local board of trustees.

12 SECTION 4. That Section 33-521, Idaho Code, be, and the same is hereby amended to  
 13 read as follows:

14 33-521. EMPLOYEE SEVERANCE IN CONSOLIDATED DISTRICT. The board of  
 15 trustees of any school district newly formed within the last twelve (12) months through the  
 16 consolidation of two (2) or more school districts may offer a one (1) time severance payment  
 17 to a maximum of ten percent (10%) of the employees that were previously employed by the  
 18 separate school districts. Such severance offers shall be made entirely at the discretion of  
 19 the board of trustees, and shall not be bound by custom, seniority or contractual commitment.  
 20 Employees are under no obligation to accept a severance offer. Any employee accepting a  
 21 severance payment shall not be eligible for reemployment by the school district for a one (1)  
 22 year period thereafter.

23 The severance payment shall consist of fifty-five percent (55%) of the salary-based  
 24 apportionment funds allocated for the employee in the last year, plus any applicable state paid  
 25 employee benefits. ~~Such severance shall be reduced by one half (1/2) for any employee who is~~  
 26 ~~simultaneously receiving a disbursement of early retirement incentive funds, pursuant to section~~  
 27 ~~33-1004G, Idaho Code.~~ The state department of education shall reimburse eligible school  
 28 districts for one hundred percent (100%) of such costs, upon application by the school district.

29 SECTION 5. That Section 33-1004, Idaho Code, be, and the same is hereby amended to  
 30 read as follows:

31 33-1004. STAFF ALLOWANCE. For each school district, a staff allowance shall be  
 32 determined as follows:

33 (1) Using the daily attendance reports that have been submitted for computing  
 34 the February 15 apportionment of state funds as provided in section 33-1009, Idaho  
 35 Code, determine the total support units for the district in the manner provided in section  
 36 33-1002(6)(a), Idaho Code;

37 (2) Determine the instructional staff allowance by multiplying the support units by 1.1.  
 38 A district must demonstrate that it actually employs at least ninety-five percent (95%) of the  
 39 number of certificated instructional staff allowed. If the district does not employ at least  
 40 ninety-five percent (95%) of the number allowed, the staff allowance shall be reduced to  
 41 the difference between ninety-five percent (95%) of the number allowed and the actual number  
 42 employed;

1 (3) Determine the administrative staff allowance by multiplying the support units by  
2 .0715;

3 (4) Determine the classified staff allowance by multiplying the support units by .375;

4 (5) Additional conditions governing staff allowance:

5 (a) In determining the number of staff in subsections (2), (3) and (4) of this section,  
6 a district may contract separately for services to be rendered by nondistrict employees  
7 and such employees may be counted in the staff allowance. A "nondistrict employee"  
8 means a person for whom the school district does not pay the employer's obligations for  
9 employee benefits. When a district contracts for the services of a nondistrict employee,  
10 only the salary portion of the contract shall be allowable for computations.

11 (b) If there are circumstances preventing eligible use of staff allowance to which a  
12 district is entitled as provided in subsections (2) and (3) of this section, an appeal may be  
13 filed with the state department of education outlining the reasons and proposed alternative  
14 use of these funds, and a waiver may be granted.

15 (c) For any district with less than forty (40) support units:

16 (i) The instructional staff allowance shall be calculated applying the actual  
17 number of support units. If the actual instructional staff employed in the school  
18 year is greater than the instructional staff allowance, then the instructional staff  
19 allowance shall be increased by one-half (1/2) staff allowance; and

20 (ii) The administrative staff allowance shall be calculated applying the actual  
21 number of support units. If the actual administrative staff employed in the school  
22 year is greater than the administrative staff allowance, then the administrative staff  
23 allowance shall be increased by one-half (1/2) staff allowance.

24 (iii) Additionally, for any district with less than twenty (20) support units, the  
25 instructional staff allowance shall be calculated applying the actual number of  
26 support units. If the number of instructional staff employed in the school year is  
27 greater than the instructional staff allowance, the staff allowance shall be increased  
28 as provided in paragraphs (i) and (ii) of this subsection, and by an additional  
29 one-half (1/2) instructional staff allowance.

30 (d) For any school district with one (1) or more separate secondary schools serving  
31 grades nine (9) through twelve (12), the instructional staff allowance shall be increased by  
32 two (2) additional instructional staff allowances for each such separate secondary school.

33 (e) Only instructional, administrative and classified personnel compensated by the  
34 school district from the general maintenance and operation fund of the district shall be  
35 included in the calculation of staff allowance or in any other calculations based upon  
36 staff, including determination of the experience and education multiplier, the reporting  
37 requirements, or the district's salary-based apportionment calculation. No food service  
38 staff or transportation staff shall be included in the staff allowance.

39 (6) In the event that the staff allowance in any category is insufficient to meet  
40 accreditation standards, a district may appeal to the state board of education, demonstrating the  
41 insufficiency, and the state board may grant a waiver authorizing sufficient additional staff to  
42 be included within the staff allowance to meet accreditation standards. Such a waiver shall be  
43 limited to one (1) year, but may be renewed upon showing of continuing justification.

44 SECTION 6. That Section 33-1004A, Idaho Code, be, and the same is hereby amended  
45 to read as follows:

33-1004A. EXPERIENCE AND EDUCATION MULTIPLIER. Each instructional and administrative staff position shall be assigned an appropriate multiplier based upon the following table:

EXPERIENCE AND EDUCATION								
	MA	MA + 12	MA + 24	MA + 36	MA + 48	MA + 60	MA + 36	
Years	BA	BA + 12	BA + 24	BA + 36	BA + 48	BA + 60	ES/DR	
0	1.00000	1.03750	1.07640	1.11680	1.15870	1.20220	1.24730	1.24730
1	1.03750	1.07640	1.11680	1.15870	1.20220	1.24730	1.29410	1.29410
2	1.07640	1.11680	1.15870	1.20220	1.24730	1.29410	1.34260	1.34260
3	1.11680	1.15870	1.20220	1.24730	1.29410	1.34260	1.39290	1.39290
4	1.15870	1.20220	1.24730	1.29410	1.34260	1.39290	1.44510	1.44510
5	1.20220	1.24730	1.29410	1.34260	1.39290	1.44510	1.49930	1.49930
6	1.24730	1.29410	1.34260	1.39290	1.44510	1.49930	1.55550	1.55550
7	1.29410	1.34260	1.39290	1.44510	1.49930	1.55550	1.61380	1.61380
8	1.34260	1.39290	1.44510	1.49930	1.55550	1.61380	1.67430	1.67430
9	1.39290	1.44510	1.49930	1.55550	1.61380	1.67430	1.73710	1.73710
10	1.39290	1.49930	1.55550	1.61380	1.67430	1.73710	1.80220	1.80220
11	1.39290	1.49930	1.55550	1.61380	1.73710	1.80220	1.86980	1.86980
12	1.39290	1.49930	1.55550	1.61380	1.73710	1.86980	1.93990	1.93990
13 or more	1.39290	1.49930	1.55550	1.61380	1.73710	1.86980	2.01260	2.01260

In determining the experience factor, the actual years of teaching or administrative service in a public school, in an accredited private or parochial school, or beginning in the 2005-06 school year and thereafter in an accredited college or university shall be credited, minus one (1); provided however, that the experience factor cannot be less than zero (0).

In determining the education factor, only credits earned after initial certification, based upon a transcript on file with the teacher certification office of the state department of education, earned at an institution of higher education accredited by the state board of education or a regional accrediting association, shall be allowed. Instructional staff whose initial certificate is an occupational specialist certificate shall be treated as BA degree prepared instructional staff. Credits earned by such occupational specialist instructional staff after initial certification shall be credited toward the education factor.

In determining the statewide average multiplier for instructional staff, no multiplier in excess of ~~1.59092~~ 1.56274 shall be used. If the actual statewide average multiplier for instructional staff, as determined by this section, exceeds ~~1.59092~~ 1.56274, then each school district's instructional staff multiplier shall be multiplied by the result of ~~1.59092~~ 1.56274 divided by the actual statewide average multiplier for instructional staff.

In determining the statewide average multiplier for administrative staff, no multiplier in excess of ~~1.86643~~ 1.83881 shall be used. If the actual statewide average multiplier for administrative staff, as determined by this section, exceeds ~~1.86643~~ 1.83881, then each school district's administrative staff multiplier shall be multiplied by the result of ~~1.86643~~ 1.83881 divided by the actual statewide average multiplier for administrative staff.

1 SECTION 7. That Section 33-1004G, Idaho Code, be, and the same is hereby repealed.

2 SECTION 8. That Section 33-1004H, Idaho Code, be, and the same is hereby amended  
3 to read as follows:

4 33-1004H. EMPLOYING RETIRED TEACHERS AND ADMINISTRATORS. (1)  
5 Notwithstanding the provisions of section 33-514, 33-1271 or 33-1273, Idaho Code, school  
6 districts may employ certificated school teachers and administrators who are receiving  
7 retirement benefits from the public employee retirement system of Idaho, except those who  
8 received benefits under the early retirement program previously provided in section 33-1004G,  
9 ~~Idaho Code,~~ by the state in positions requiring such certification, as at-will employees. Any  
10 employment contract between the retiree and the school district shall be separate and apart from  
11 the collective bargaining agreement of the school district.

12 (2) Retirees employed under this section shall accrue one (1) day per month of sick  
13 leave, with no annual sick leave accumulation unless additional sick leave is negotiated  
14 between the candidate and the school district at the time of employment. No sick leave accrued  
15 under this section qualifies for unused sick leave benefits under section 33-1228, Idaho Code.

16 (3) School districts are not required to provide health insurance or life insurance benefits  
17 to persons employed under this section. Post-termination benefits may be negotiated between  
18 the school district and the certificated employee at the time of rehiring but in no event can  
19 the parties affect or attempt to affect the provisions governing the public employee retirement  
20 system.

21 SECTION 9. That Section 33-1271, Idaho Code, be, and the same is hereby amended to  
22 read as follows:

23 33-1271. SCHOOL DISTRICTS – PROFESSIONAL EMPLOYEES – NEGOTIATION  
24 AGREEMENTS. The board of trustees of each school district, including specially chartered  
25 districts, or the designated representative(s) of such district, is hereby empowered to and shall,  
26 upon its own initiative or upon the request of a local education organization representing  
27 professional employees, enter into a negotiation agreement with the local education  
28 organization or the designated representative(s) of such organization and negotiate with such  
29 party in good faith on those matters specified in any such negotiation agreement between the  
30 local board of trustees and the local education organization. A request for negotiations may  
31 be initiated by either party to such negotiation agreement. Accurate records or minutes of the  
32 proceedings shall be kept, and shall be available for public inspection at the offices of the board  
33 of education during normal business hours. Joint ratification of all final offers of settlement  
34 shall be made in open meetings. All contracts resulting from such ratification shall end at  
35 the conclusion of each school district's fiscal year and no terms or conditions thereof shall be  
36 carried forward.

37 SECTION 10. That Section 33-1276, Idaho Code, be, and the same is hereby amended to  
38 read as follows:

39 33-1276. INTENT OF ACT. Nothing contained herein is intended to or shall conflict  
40 with, or abrogate the powers or duties and responsibilities vested in the legislature, state  
41 board of education, and the board of trustees of school districts by the laws of the state of

1 Idaho. Each school district board of trustees is entitled, without negotiation or reference to any  
2 negotiated agreement, to take action that may be necessary to carry out its responsibility due to  
3 situations of emergency or acts of God. In addition, upon declaration of a financial emergency  
4 by the state of Idaho, and after the expiration of contracts that had been under term at the time  
5 of such declaration, the board of trustees shall have the power to impose a reduction in force,  
6 to freeze or reduce some or all salaries in the school district, and to reduce the number of days  
7 of any contract.

8 SECTION 11. The Legislature recognizes that school districts and public charter schools  
9 will receive reduced funding for salaries in Fiscal Year 2010, and encourages school districts  
10 and public charter schools to accommodate such reductions by either reducing the amount  
11 paid per employee, reducing the number of contract days, or both. Those choosing to reduce  
12 contract days shall make such reductions without impacting student-teacher contact time.

13 SECTION 12. An emergency existing therefor, which emergency is hereby declared to  
14 exist, Sections 1, 2, 3, 4, 7, 8, 9 and 10 of this act shall be in full force and effect on and after  
15 passage and approval.