

IN THE SENATE

SENATE BILL NO. 1108

BY EDUCATION COMMITTEE

AN ACT

1 RELATING TO EDUCATION; AMENDING SECTION 33-513, IDAHO CODE, TO REVISE
2 PROVISIONS RELATING TO CERTAIN BOARDS OF TRUSTEES' POWERS AND DUTIES
3 RELATING TO PROFESSIONAL PERSONNEL AND TO MAKE TECHNICAL CORRECTIONS;
4 AMENDING SECTION 33-514, IDAHO CODE, TO REVISE PROVISIONS RELATING TO
5 CERTAIN CATEGORIES OF CONTRACTS, TO REVISE PROVISIONS RELATING TO RE-
6 NEWABLE CONTRACTS AND TO REVISE PROVISIONS RELATING TO EVALUATIONS;
7 AMENDING SECTION 33-514A, IDAHO CODE, TO REMOVE LANGUAGE RELATING TO
8 CERTAIN CONTRACTS AND TO PROVIDE PROVISIONS RELATING TO EMPLOYMENT PUR-
9 SUANT TO CATEGORY A OR B CONTRACTS; AMENDING SECTION 33-515, IDAHO CODE,
10 TO REVISE PROVISIONS RELATING TO RENEWABLE CONTRACTS, TO PROVIDE THAT
11 NO BOARD OF TRUSTEES SHALL HAVE THE AUTHORITY TO ENTER INTO RENEWABLE
12 CONTRACTS, TO PROVIDE EXCEPTIONS, TO PROVIDE FOR THE APPLICATION OF
13 LAW, TO PROVIDE PROVISIONS RELATING TO REASSIGNMENT OF CERTAIN EMPLOY-
14 EES, TO REVISE PROVISIONS RELATING TO THE DISCHARGE OF CERTAIN PERSONS,
15 TO DELETE LANGUAGE RELATING TO A DECLARATION AND TO PROVIDE PROVI-
16 SIONS RELATING TO A GRANDFATHERED RENEWABLE CONTRACT; AMENDING SECTION
17 33-515A, IDAHO CODE, TO REVISE PROVISIONS RELATING TO SUPPLEMENTAL CON-
18 TRACTS; AMENDING CHAPTER 5, TITLE 33, IDAHO CODE, BY THE ADDITION OF A
19 NEW SECTION 33-515B, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO CON-
20 TRACT TERMINATION, REDUCED ENROLLMENT AND SEVERANCE PAYMENTS; AMENDING
21 SECTION 33-516, IDAHO CODE, TO REVISE PROVISIONS RELATING TO A CERTAIN
22 RENEWABLE CONTRACT AND TO MAKE A TECHNICAL CORRECTION; AMENDING SECTION
23 33-521, IDAHO CODE, TO REVISE PROVISIONS RELATING TO CERTAIN SEVERANCE
24 PAYMENTS AND TO MAKE A TECHNICAL CORRECTION; AMENDING SECTION 33-522,
25 IDAHO CODE, TO DELETE PROVISIONS RELATING TO FINANCIAL EMERGENCY AND
26 TO PROVIDE PROVISIONS RELATING TO REDUCTIONS IN FORCE; AMENDING CHAP-
27 TER 5, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-523,
28 IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO A PRINCIPAL'S PERMISSION
29 IN DETERMINING NEW STAFF; AMENDING CHAPTER 5, TITLE 33, IDAHO CODE,
30 BY THE ADDITION OF A NEW SECTION 33-524, IDAHO CODE, TO PROVIDE PROVI-
31 SIONS RELATING TO SCHOOL DISTRICTS INFORMING EMPLOYEES OF PROFESSIONAL
32 LIABILITY INSURANCE PROVIDERS; AMENDING SECTION 33-1003, IDAHO CODE,
33 TO REVISE PROVISIONS RELATING TO SPECIAL APPLICATIONS OF EDUCATIONAL
34 SUPPORT PROGRAM AND TO MAKE TECHNICAL CORRECTIONS; REPEALING SECTION
35 33-1004G, IDAHO CODE, RELATING TO EARLY RETIREMENT INCENTIVE; AMENDING
36 SECTION 33-1004H, IDAHO CODE, TO REVISE PROVISIONS RELATING TO SCHOOL
37 DISTRICTS EMPLOYING RETIRED TEACHERS AND ADMINISTRATORS; AMENDING
38 SECTION 33-1271, IDAHO CODE, TO REVISE PROVISIONS RELATING TO BOARDS
39 OF TRUSTEES OR DESIGNATED REPRESENTATIVES OF SUCH, PROFESSIONAL EM-
40 PLOYEES, LOCAL EDUCATION ORGANIZATIONS OR DESIGNATED REPRESENTATIVES
41 OF SUCH AND NEGOTIATION AGREEMENTS AND TO MAKE TECHNICAL CORRECTIONS;
42 AMENDING CHAPTER 12, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW
43 SECTION 33-1271A, IDAHO CODE, TO PROVIDE FOR LEGISLATIVE FINDINGS RE-
44 LATING TO EVERGREEN OR CONTINUATION CLAUSES IN CERTAIN CONTRACTS OR
45

1 AGREEMENTS AND TO PROVIDE THAT IT IS THE INTENT OF THE LEGISLATURE THAT
 2 CERTAIN CONTRACTS OR AGREEMENTS SHALL BE SUBJECT TO THE TERMS OF THIS
 3 ACT; AMENDING SECTION 33-1272, IDAHO CODE, TO REVISE DEFINITIONS AND
 4 TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1273, IDAHO CODE,
 5 TO REVISE PROVISIONS RELATING TO THE SELECTION AND DESIGNATION OF REP-
 6 PRESENTATIVES FOR CERTAIN EMPLOYEES FOR PURPOSES OF NEGOTIATIONS AND TO
 7 REVISE PROVISIONS RELATING TO NEGOTIATIONS; AMENDING CHAPTER 12, TITLE
 8 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1273A, IDAHO CODE, TO
 9 PROVIDE THAT CERTAIN NEGOTIATIONS OR MEETINGS SHALL BE OPEN AND AVAIL-
 10 ABLE FOR THE PUBLIC TO ATTEND AND TO PROVIDE FOR APPLICATION OF CERTAIN
 11 DISCLOSURE LAWS; AMENDING SECTION 33-1274, IDAHO CODE, TO PROVIDE PRO-
 12 VISIONS RELATING TO MEDIATION AND TO PROVIDE PROVISIONS RELATING TO
 13 ESTABLISHING COMPENSATION UPON A FAILURE TO AGREE; AMENDING CHAPTER 12,
 14 TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1274A, IDAHO
 15 CODE, TO PROVIDE PROVISIONS RELATING TO PROCEDURE IN THE EVENT CERTAIN
 16 PARTIES AGREE AND TO PROVIDE PROVISIONS RELATING TO CERTAIN PARTIES
 17 FAILING TO RATIFY AND APPROVE AN AGREEMENT; AMENDING SECTION 33-1275,
 18 IDAHO CODE, TO DELETE LANGUAGE RELATING TO MEDIATION, FACT-FINDING AND
 19 CERTAIN HEARINGS AND TO PROVIDE PROVISIONS RELATING TO THE TERMS OF CER-
 20 TAIN AGREEMENTS OR CONTRACTS; AMENDING SECTION 33-1276, IDAHO CODE, TO
 21 PROVIDE FOR THE INTENT OF THE ACT, TO PROVIDE THAT EACH SCHOOL DISTRICT
 22 BOARD OF TRUSTEES IS ENTITLED TO TAKE CERTAIN ACTION DUE TO SITUATIONS
 23 OF EMERGENCY OR ACTS OF GOD AND TO MAKE A TECHNICAL CORRECTION; AMEND-
 24 ING SECTION 33-402, IDAHO CODE, TO REMOVE A REFERENCE TO A FINANCIAL
 25 EMERGENCY AND TO MAKE TECHNICAL CORRECTIONS; PROVIDING SEVERABILITY,
 26 DECLARING AN EMERGENCY AND PROVIDING EFFECTIVE DATES.

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

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

30 33-513. PROFESSIONAL PERSONNEL. The board of trustees of each school
 31 district including any specially chartered district, shall have the follow-
 32 ing powers and duties:

33 1. To employ professional personnel, on written contract in form ap-
 34 proved by the state superintendent of public instruction, conditioned upon
 35 the provisions of section 33-523, Idaho Code, and a valid certificate being
 36 held by such professional personnel at the time of entering upon the duties
 37 thereunder. Should the board of trustees fail to enter into written contract
 38 for the employment of any such person, the state superintendent of public in-
 39 struction shall withhold ensuing apportionments until such written contract
 40 be entered into. When the board of trustees has delivered a proposed con-
 41 tract for the next ensuing year to any such person, such person shall have a
 42 period of time to be determined by the board of trustees in its discretion,
 43 but in no event less than ten (10) days from the date the contract is deliv-
 44 ered, in which to sign the contract and return it to the board. If the board
 45 of trustees does not make a determination as to how long the person has to
 46 sign and return the contract, the default time limit shall be twenty-one (21)
 47 days after it is delivered to the person. Delivery of a contract may be made
 48 only in person or by certified mail, return receipt requested. When delivery

1 is made in person, delivery of the contract must be acknowledged by a signed
 2 receipt. When delivery is made by certified mail, delivery must be acknowl-
 3 edged by the return of the certified mail receipt from the person to whom the
 4 contract was sent. Should the person willfully refuse to acknowledge re-
 5 ceipt of the contract or the contract is not signed and returned to the board
 6 in the designated period of time, or if no designated period of time is set by
 7 the board, the default time, the board may declare the position vacant.

8 (a) The board of trustees shall withhold the salary of any teacher who
 9 does not hold a teaching certificate valid in this state. No teacher
 10 whose salary is withheld pursuant to this provision shall have the right
 11 to any amounts owed, notwithstanding the provisions of the Idaho wage
 12 claims act or any other provision of law.

13 (b) The board of trustees ~~It~~ shall not contract to require any teacher
 14 to make up time spent in attending any meeting called by the state board
 15 of education or by the state superintendent of public instruction; nor
 16 while attending regularly scheduled official meetings of the state
 17 teachers' association.

18 2. In the case of school districts other than elementary school dis-
 19 tricts, to employ a superintendent of schools for a term not to exceed three
 20 (3) years, who shall be the executive officer of the board of trustees with
 21 such powers and duties as the board may prescribe. The superintendent shall
 22 also act as the authorized representative of the district whenever such is
 23 required, unless some other person shall be named by the board of trustees to
 24 act as its authorized representative. The board of trustees shall conduct
 25 an annual, written formal evaluation of the work of the superintendent of
 26 the district. The evaluation shall indicate the strengths and weaknesses
 27 of the superintendent's job performance in the year immediately preceding
 28 the evaluation and areas where improvement in the superintendent's job
 29 performance, in the view of the board of trustees, is called for. For all
 30 evaluations conducted after June 30, 2012, at least fifty percent (50%) of
 31 the evaluation shall be based on objective measure(s) of growth in student
 32 achievement, as determined by the board of trustees.

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

38 4. To employ assistant superintendents, directors, and principals and
 39 other district administrative employees for a term not to exceed two (2)
 40 years. Service performed under such contract shall be included in meeting
 41 the provisions of section 33-515, Idaho Code, as a teacher and persons eligi-
 42 ble for a renewable contract as aA teacher holding renewable contract status
 43 in Idaho pursuant to section 33-515, Idaho Code, immediately previous to
 44 such administrative employment shall retain such eligibility. The super-
 45 intendent, the superintendent's designee, or in a school district that does
 46 not employ a superintendent, the board of trustees, shall conduct an annual,
 47 written evaluation of each such employee's performance. For all evaluations
 48 conducted after June 30, 2012, at least fifty percent (50%) of the evaluation
 49 shall be based on objective measure(s) of growth in student achievement, as
 50 determined by the board of trustees. In addition, input from the parents

1 and guardians of students shall be considered as a factor in the evaluation
2 of principals and any other school-based administrative employees' evalu-
3 ation.

4 5. To suspend, grant leave of absence, place on probation or discharge
5 certificated professional personnel for a material violation of any lawful
6 rules or regulations of the board of trustees or of the state board of edu-
7 cation, or for any conduct which could constitute grounds for revocation of
8 a teaching certificate. Any certificated professional employee, except the
9 superintendent, may be discharged during a contract term under the following
10 procedures:

11 (a) The superintendent or any other duly authorized administrative of-
12 ficer of the school district may recommend the discharge of any certifi-
13 cated employee by filing with the board of trustees written notice spec-
14 ifying the alleged reasons for discharge.

15 (b) Upon receipt of such notice the board, acting through their duly
16 authorized administrative official, shall give the affected employee
17 written notice of the allegations and the recommendation of discharge,
18 along with written notice of a hearing before the board prior to any de-
19 termination by the board of the truth of the allegations.

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

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

26 (e) All testimony at the hearing shall be given under oath or affirma-
27 tion. Any member of the board, or the clerk of the board, may administer
28 oaths to witnesses or affirmations by witnesses.

29 (f) The employee may be represented by legal counsel and/or by a repre-
30 sentative of a local or state teachers association.

31 (g) The chairman of the board or the designee of the chairman shall con-
32 duct the hearing.

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

37 (i) At the hearing the superintendent or other duly authorized adminis-
38 trative officer shall present evidence to substantiate the allegations
39 contained in such notice.

40 (j) The employee may produce evidence to refute the allegations. Any
41 witness presented by the superintendent or by the employee shall be sub-
42 ject to cross-examination. The board may also examine witnesses and be
43 represented by counsel.

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

47 (l) Within fifteen (15) days following the close of the hearing, the
48 board shall determine and, acting through their duly authorized ad-
49 ministrative official, shall notify the employee in writing whether
50 the evidence presented at the hearing established the truth of the

1 allegations and whether the employee is to be retained, immediately
2 discharged, or discharged upon termination of the current contract.

3 (m) If the employee appeals the decision of the board of trustees to the
4 district court, the district court may affirm the board's decision or
5 set it aside and remand the matter to the board of trustees upon the fol-
6 lowing grounds, and shall not set the same aside for any other grounds:

7 (i) That the findings of fact are not based on any substantial,
8 competent evidence;

9 (ii) That the board of trustees has acted without jurisdiction or
10 in excess of its authority;

11 (iii) That the findings by the board of trustees as a matter of law
12 do not support the decision.

13 (n) The determination of the board of trustees shall be affirmed un-
14 less the employee's substantial rights, as that term is used in section
15 67-5279, Idaho Code, are violated.

16 6. The board of trustees has the authority to grant any employee's re-
17 quest for a leave of absence. The board may also delegate this authority
18 to the district superintendent or any other individual so designated by the
19 board.

20 7. The board of trustees has the authority to delegate its authority
21 to the district superintendent or any other individual so designated by the
22 board. If the board delegates this authority to the district superinten-
23 dent or any other individual, the board shall ratify or nullify the action
24 of placing an employee on a period of suspension, or involuntary leave of
25 absence at the next regularly scheduled board meeting or at a special board
26 meeting should the next regularly scheduled board meeting not be within a pe-
27 riod of twenty-one (21) days from the date of such action.

28 (a) Should an employee of the district be in a position where there is
29 a court order preventing the employee from being in the presence of mi-
30 norors or students, the district may place such an employee on a period of
31 unpaid leave of absence or probation due to the employee's inability to
32 perform the essential functions of the employee's position.

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

35 33-514. ISSUANCE OF ANNUAL CONTRACTS -- SUPPORT PROGRAMS -- CATE-
36 GORIES OF CONTRACTS -- OPTIONAL PLACEMENT -- WRITTEN EVALUATION. (1) The
37 board of trustees shall establish criteria and procedures for the super-
38 vision and evaluation of certificated employees who are not employed on a
39 renewable contract, as provided for in section 33-515, Idaho Code.

40 (2) There shall be ~~three~~ two (3~~2~~) categories of annual contracts avail-
41 able to local school districts under which to employ certificated personnel:

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

44 ~~(b) A category 2 contract is one (1) year contract for certificated~~
45 ~~personnel in the first and second or greater years of continuous em-~~
46 ~~ployment with the same school district. Upon the decision by a local~~
47 ~~school board not to reemploy the person for the following year, the cer-~~
48 ~~tificated employee shall be provided a written statement of reasons for~~
49 ~~non-reemployment by no later than May 25 July 1. Provided however, that~~

1 no such decision shall be made until after the completion of the writ-
2 ten evaluation required by subsection (4) of this section, unless such
3 decision is being made pursuant to a reduction in force. No property
4 rights shall attach to a category 2 A contract and therefore the em-
5 ployee shall not be entitled to a review by the ~~local~~ board of trustees
6 of the reasons or decision not to reemploy.

7 (eb) A category 3 ~~contract is for certificated personnel during the~~
8 ~~third year of continuous employment by the same school district. Dis-~~
9 ~~trict procedures shall require at least one (1) evaluation prior to the~~
10 ~~beginning of the second semester of the school year and the results of~~
11 ~~any such evaluation shall be made a matter of record in the employee's~~
12 ~~personnel file. When any such employee's work is found to be unsatis-~~
13 ~~factory a defined period of probation shall be established by the board,~~
14 ~~but in no case shall a probationary period be less than eight (8) weeks.~~
15 ~~After the probationary period, action shall be taken by the board as~~
16 ~~to whether the employee is to be retained, immediately discharged,~~
17 ~~discharged upon termination of the current contract or reemployed at~~
18 ~~the end of the contract term under a continued probationary status.~~
19 ~~Notwithstanding the provisions of sections 67-2344 and 67-2345, Idaho~~
20 ~~Code, a decision to place certificated personnel on probationary status~~
21 ~~may be made in executive session and the employee shall not be named in~~
22 ~~the minutes of the meeting. A record of the decision shall be placed~~
23 ~~in the employee's personnel file. This procedure shall not preclude~~
24 ~~recognition of unsatisfactory work at a subsequent evaluation and the~~
25 ~~establishment of a reasonable period of probation. In all instances,~~
26 ~~the employee shall be duly notified in writing of the areas of work~~
27 ~~which are deficient, including the conditions of probation. Each such~~
28 ~~certificated employee on a category 3 contract shall be given notice,~~
29 ~~in writing, whether he or she will be reemployed for the next ensuing~~
30 ~~year. Such notice shall be given by the board of trustees no later than~~
31 ~~the twenty-fifth day of May of each such year. If the board of trustees~~
32 ~~has decided not to reemploy the certificated employee, then the notice~~
33 ~~must contain a statement of reasons for such decision and the employee~~
34 ~~shall, upon request, be given the opportunity for an informal review of~~
35 ~~such decision by the board of trustees. The parameters of an informal~~
36 ~~review shall be determined by the local board B contract is a limited~~
37 ~~two (2) year contract that may be offered at the sole discretion of the~~
38 ~~board of trustees for certificated personnel in their fourth or greater~~
39 ~~year of continuous employment with the same school district. The board~~
40 ~~of trustees may, at its sole discretion, add an additional year to such~~
41 ~~a contract upon the expiration of the first year, resulting in a new two~~
42 ~~(2) year contract. The board of trustees may, at its sole discretion,~~
43 ~~terminate the second year of a category B contract upon the conclusion~~
44 ~~of the first year, in the event of a reduction in force. Upon the de-~~
45 ~~cision by a board of trustees not to reemploy the person employed on a~~
46 ~~category B contract for the following year, the certificated employee~~
47 ~~shall be provided a written statement of reasons for non-reemployment~~
48 ~~by no later than July 1. The employee shall, upon request, be given~~
49 ~~the opportunity for an informal review of such decision by the board of~~
50 ~~trustees. The parameters of an informal review shall be determined by~~

1 the local board. Provided however, that no such decision shall be made
 2 until after the completion of the written evaluation required by sub-
 3 section (4) of this section, unless such decision is being made pursuant
 4 to a reduction in force. No property rights shall attach to a category
 5 B contract and therefore the employee shall not be entitled to a formal
 6 review by the board of trustees of the reasons or decision not to reem-
 7 ploy.

8 (3) School districts hiring an employee who has been on renewable con-
 9 tract status as provided in section 33-515, Idaho Code, with another Idaho
 10 district or has out-of-state experience which would otherwise qualify the
 11 certificated employee for renewable contract status in Idaho, shall have the
 12 option to immediately grant renewable contract status, or to place the em-
 13 ployee on a category 3 annual A or B contract. Such employment on a category
 14 3 contract under the provisions of this subsection may be for one (1), two (2)
 15 or three (3) years A certificated instructional employee hired with previous
 16 out-of-state experience shall not be eligible to receive a renewable con-
 17 tract, but may be offered a category A or B contract, based on the employee's
 18 years of experience, including out-of-state years of experience as if such
 19 years had been worked in Idaho.

20 (4) There shall be a minimum of ~~two~~ one (21) written evaluations in each
 21 of the annual contract years of employment, and at least one (1) evaluation
 22 the first portion of which shall be completed before ~~January~~ February 1 of
 23 each year, and shall include input from parents and guardians of students as
 24 a factor. The provisions of this subsection (4) shall not apply to employees
 25 on a category 1 contract A second portion shall be included for all evalua-
 26 tions conducted after June 30, 2012. This second portion shall comprise at
 27 least fifty percent (50%) of the total written evaluation and shall be based
 28 on objective measure(s) of growth in student achievement. The requirement
 29 to provide at least one (1) written evaluation does not exclude additional
 30 evaluations that may be performed. No civil action for money damages shall
 31 arise for failure to comply with this subsection.

32 SECTION 3. That Section 33-514A, Idaho Code, be, and the same is hereby
 33 amended to read as follows:

34 33-514A. ISSUANCE OF LIMITED CONTRACT -- TRANSITION TO CATEGORY 1 A
 35 AND B CONTRACTS. After August 1, the board of trustees may exercise the op-
 36 tion of employing certified personnel on a one (1) year limited contract,
 37 which may also be referred to as a category 1 contract consistent with the
 38 provisions of section 33-514, Idaho Code. Such a contract is specifically
 39 offered for the limited duration of the ensuing school year, and no further
 40 notice is required by the district to terminate the contract at the conclu-
 41 sion of the contract year (1) Any certificated employee employed pursuant to
 42 a category 1 or 2 contract, as defined by sections 33-514 and 33-514A, Idaho
 43 Code, as such sections existed on January 31, 2011, who will be offered an em-
 44 ployment contract by the same school district for the ensuing school year,
 45 shall be employed pursuant to a category A contract.

46 (2) Any certificated employee employed pursuant to a category 3 con-
 47 tract, as defined in section 33-514, Idaho Code, as such section existed
 48 on January 31, 2011, who will be offered an employment contract by the same

1 school district for the ensuing school year, shall be employed pursuant to a
 2 category A or B contract, as determined by the board of trustees.

3 SECTION 4. That Section 33-515, Idaho Code, be, and the same is hereby
 4 amended to read as follows:

5 33-515. ISSUANCE OF RENEWABLE CONTRACTS. (1) ~~During the third full~~
 6 ~~year of continuous employment by the same school district, including any~~
 7 ~~specially chartered district, each certificated employee named in subsec-~~
 8 ~~tion (16) of section 33-1001, Idaho Code, and each school nurse and school~~
 9 ~~librarian shall be evaluated for a renewable contract and shall, upon having~~
 10 ~~been offered a contract for the next ensuing year, having given notice of~~
 11 ~~acceptance of renewal and upon signing a contract for a fourth full year, be~~
 12 ~~placed on a renewable contract status with said school district subject to~~
 13 ~~the provisions included in this chapter~~ It is the intent of the legislature
 14 that after January 31, 2011, no new employment contract between a school
 15 district and a certificated employee shall result in the vesting of tenure,
 16 continued expectations of employment or property rights in an employment
 17 relationship. Therefore, no board of trustees shall have the authority to
 18 enter into any renewable contract with any certificated or other employee
 19 hired by such district, except as specifically addressed by this section
 20 and section 33-514(3), Idaho Code. For any certificated employees already
 21 holding renewable contract status with a district as of January 31, 2011, the
 22 provisions of this section shall apply.

23 (2) ~~After the third full year of employment and a~~ At least once annually,
 24 the performance of each such certificated employee, school nurse, or school
 25 librarian employed pursuant to a grandfathered renewable contract shall
 26 be evaluated according to criteria and procedures established by the board
 27 of trustees in accordance with section 33-514(4), Idaho Code, and general
 28 guidelines approved by the state board of education. Except as otherwise
 29 provided, that person the employee employed pursuant to a grandfathered
 30 renewable contract shall have the right to the continued automatic renewal
 31 of that employee's employment contract by giving notice, in writing, of
 32 acceptance of renewal. Such notice shall be given to the board of trustees
 33 of the school district then employing such person not later than the first
 34 twentieth day of June preceding the expiration of the term of the current
 35 contract July. Except as otherwise provided by this paragraph, the board of
 36 trustees shall notify each person entitled to be employed on a grandfathered
 37 renewable contract of the requirement that such person must give the no-
 38 tice hereinabove and that failure to do so may be interpreted by the board
 39 as a declination of the right to automatic renewal or the offer of another
 40 contract. Such notification shall be made, in writing, not later than the
 41 fifteenth first day of May July, in each year, except to those persons to whom
 42 the board, prior to said date, has sent proposed contracts for the next ensu-
 43 ing year, or to whom the board has given the notice required by this section.
 44 These deadlines may not be altered by contract, including any currently
 45 existing or future negotiated agreement or master contract entered into
 46 pursuant to the professional negotiations act, sections 33-1271 through
 47 33-1276, Idaho Code. Should any existing negotiated agreement or master
 48 contract contain such a provision as of January 31, 2011, such provision is
 49 declared to be null and void and of no force and effect as of January 31, 2011.

1 (3) Any contract automatically renewed under the provisions of this
2 section shall be for the same length as the term stated in the current con-
3 tract and at a salary no lower than that specified therein, to which shall
4 be added such increments as may be determined by the statutory or regulatory
5 rights of such employee by reason of training, service, or performance, ex-
6 cept where a board of trustees has declared a financial emergency pursuant
7 to section 33-522, Idaho Code may be renewed for a shorter term, longer term
8 or the same length of term as the length of term stated in the current con-
9 tract, and at a greater, lesser or equal salary to that stated in the current
10 contract.

11 (4) Should the board of trustees determine to reassign an administra-
12 tive employee who, prior to being employed as an administrative employee was
13 employed pursuant to a renewable contract to a nonadministrative position,
14 the board of trustees, at its discretion, shall employ such nonadministra-
15 tive employee pursuant to a grandfathered renewable contract. Such contract
16 shall be deemed to have continued in place as if the nonadministrative em-
17 ployee was employed by the district pursuant to a renewable contract since
18 January 31, 2011. Such grandfathered renewable contract is subject to the
19 provisions of this section.

20 (a) If the board of trustees reassigns an administrative employee to
21 a nonadministrative position, the board shall give written notice to
22 the employee which contains a statement of the reasons for the reassign-
23 ment. The employee, upon written request to the board, shall be enti-
24 tled to an informal review of that decision. The process and procedure
25 for the informal review shall be determined by the board of trustees.

26 (4b) Nothing in this section shall prevent the board of trustees from
27 offering a renewed grandfathered renewable contract increasing the
28 salary of any certificated person, or from reassigning an adminis-
29 trative employee to a nonadministrative position with appropriate
30 reduction of salary from the preexisting salary level. In the event the
31 board of trustees reassigns an administrative employee to a nonadminis-
32 trative position, the board shall give written notice to the employee
33 which contains a statement of the reasons for the reassignment. The
34 employee, upon written request to the board, shall be entitled to an
35 informal review of that decision. The process and procedure for the
36 informal review shall be determined by the local board of trustees who
37 is eligible to receive such a contract.

38 (5) Before a board of trustees can determine not to renew for reasons
39 of an the unsatisfactory report of the performance of any certificated per-
40 son whose who holds a grandfathered renewable contract would otherwise be
41 automatically renewed, or to renew the contract of any such person at a re-
42 duced salary, such person shall be entitled to a reasonable period of proba-
43 tion lasting at least six (6) instructional weeks, following an observation,
44 evaluation or partial evaluation. This period of probation shall be pre-
45 ceded by a written notice from the board of trustees or its designee with rea-
46 sons for such probationary period and with provisions for adequate supervi-
47 sion and evaluation of the person's performance during the probationary pe-
48 riod. Such period of probation shall not affect the person's grandfathered
49 renewable contract status. Consideration of probationary status for cer-
50 tificated personnel is consideration of the status of an employee within the

1 meaning of section 67-2345, Idaho Code, and the consideration and decision
2 to place an employee on probation may be held in executive session. If the
3 consideration results in probationary status, the individual on probation
4 shall not be named in the minutes of the meeting. A record of the decision
5 shall be placed in the teacher's personnel file.

6 (6) If the board of trustees takes action to immediately discharge or
7 discharge upon termination of the current contract a certificated person
8 whose contract would otherwise be automatically renewed, or to renew the
9 contract of any such person at a reduced salary, the action of the board
10 shall be consistent with the procedures specified in section 33-513(5),
11 Idaho Code, and furthermore, the board shall notify the employee in writing
12 whether there is just and reasonable cause not to renew the contract or to
13 reduce the salary of the affected employee, and if so, what reasons it relied
14 upon in that determination.

15 (7) If the board of trustees takes action after the declaration of a fi-
16 nancial emergency pursuant to section 33-522, Idaho Code, and such action is
17 directed at more than one (1) certificated employee and, if mutually agreed
18 to by both parties, a single informal review shall be conducted. Without
19 mutual consent of both parties, the board of trustees shall use the follow-
20 ing procedure to conduct a single due process hearing within sixty-seven
21 (67) days of the declaration of financial emergency pursuant to section
22 33-522(2), Idaho Code, or on or before June 22, whichever shall occur first:

23 (a) The superintendent or any other duly authorized administrative of-
24 ficer of the school district may recommend the change in the length of
25 the term stated in the current contract or reduce the salary of any cer-
26 tificated employee by filing with the board of trustees written notice
27 specifying the purported reasons for such changes.

28 (b) Upon receipt of such notice, the board of trustees, acting through
29 its duly authorized administrative official, shall give the affected
30 employees written notice of the reductions and the recommendation of
31 the change in the length of the term stated in the current contract or
32 the reduction of salary, along with written notice of a hearing be-
33 fore the board of trustees prior to any determination by the board of
34 trustees.

35 (c) The hearing shall be scheduled to take place not less than six (6)
36 days nor more than fourteen (14) days after receipt of the notice by the
37 employees. The date provided for the hearing may be changed by mutual
38 consent.

39 (d) The hearing shall be open to the public.

40 (e) All testimony at the hearing shall be given under oath or affirma-
41 tion. Any member of the board, or the clerk of the board of trustees, may
42 administer oaths to witnesses or affirmations by witnesses.

43 (f) The employees may be represented by legal counsel and/or by a repre-
44 sentative of a local or state education association.

45 (g) The chairman of the board of trustees or the designee of the chair-
46 man shall conduct the hearing.

47 (h) The board of trustees shall cause an electronic record of the hear-
48 ing to be made or shall employ a competent reporter to take stenographic
49 or stenotype notes of all the testimony at the hearing. A transcript of

1 the hearing shall be provided at cost by the board of trustees upon re-
2 quest of the employee.

3 ~~(i) At the hearing the superintendent or other duly authorized admin-
4 istrative officer shall present evidence to substantiate the reduction
5 contained in such notice.~~

6 ~~(j) The employees may produce evidence to refute the reduction. Any
7 witness presented by the superintendent or by the employees shall be
8 subject to cross-examination. The board of trustees may also examine
9 witnesses and be represented by counsel.~~

10 ~~(k) The affected employees may file written briefs and arguments with
11 the board of trustees within three (3) days after the close of the hear-
12 ing or such other time as may be agreed upon by the affected employees
13 and the board of trustees.~~

14 ~~(l) Within seven (7) days following the close of the hearing, the board
15 of trustees shall determine and, acting through its duly authorized ad-
16 ministrative official, shall notify the employees in writing whether
17 the evidence presented at the hearing established the need for the ac-
18 tion taken.~~

19 The due process hearing pursuant to this subsection (7) shall not be required
20 if the board of trustees and the local education association reach an agree-
21 ment on issues agreed upon pursuant to section 33-522(3), Idaho Code unless
22 the decision to discharge upon termination has been made as part of a reduc-
23 tion in force, or the decision to immediately discharge has been made pur-
24 suant to section 33-515B, Idaho Code.

25 ~~(87) If the board of trustees, for reasons other than unsatisfactory
26 service, for the ensuing contract year, determines to change the length of
27 the term stated in the current contract, or reduce the salary or not renew the
28 contract of a certificated person whose contract would otherwise be is be-
29 ing automatically renewed, nothing herein shall require any due process pro-
30 ceedings or probationary period.~~

31 ~~(8) If the board of trustees, for reason of a reduction in force, for the
32 ensuing contract year determines not to renew the grandfathered renewable
33 contract of a certificated person whose contract would otherwise be automat-
34 ically renewed, nothing herein shall require any probationary period.~~

35 SECTION 5. That Section 33-515A, Idaho Code, be, and the same is hereby
36 amended to read as follows:

37 33-515A. SUPPLEMENTAL CONTRACTS. (1) In addition to the provisions
38 of sections 33-514, ~~33-514A~~ and 33-515, Idaho Code, a board of trustees
39 may enter into supplemental contracts to provide extra duty assignments
40 for certificated employees. An extra duty assignment is, and supplemental
41 contracts may be used for, an assignment which is not part of a certifi-
42 cated employee's regular teaching duties. Any such supplemental extra duty
43 contract shall be separate and apart from an annual, a category A, B or a
44 grandfathered renewable or a limited one (1) year contract, and no property
45 rights shall attach to a supplemental extra duty contract. The supplemental
46 extra duty contract shall be in a form approved by the state superintendent
47 of public instruction.

48 (2) ~~If a board of trustees determines not to reissue a supplemental
49 contract, the board shall give written notice to the employee describing~~

1 reasons for the decision not to reissue. The employee, upon written request
2 to the board, shall be entitled to an informal review. The process and pro-
3 cedure for the informal review shall be determined by the local board of
4 trustees. Within fifteen (15) days following the meeting with the employee,
5 the board shall notify the employee of its final decision in the matter.
6 Should a school district provide for additional procedures, nothing in this
7 statute shall be interpreted to limit those procedures. In addition to the
8 provisions of sections 33-514 and 33-515, Idaho Code, a board of trustees
9 may enter into supplemental contracts to provide extra day assignments for
10 certificated employees. An extra day assignment is an assignment of days of
11 service in addition to the standard contract length used for the majority
12 of certificated employees of the district. Such additional days may or may
13 not be in service of the same activities of the employee's regular teaching
14 duties. Any such contract shall be separate and apart from a category A, B or
15 a grandfathered renewable contract and no property rights shall attach to a
16 supplemental extra day contract. The supplemental extra day contract shall
17 be in a form approved by the state superintendent of public instruction.

18 SECTION 6. That Chapter 5, Title 33, Idaho Code, be, and the same is
19 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
20 ignated as Section 33-515B, Idaho Code, and to read as follows:

21 33-515B. REDUCED ENROLLMENT -- CONTRACT TERMINATION AND SEVERANCE
22 STIPEND. (1) Each certificated employee contract shall include a provision
23 allowing the board of trustees to terminate the contract in the event of a re-
24 duction in student enrollment of greater than one percent (1%). The percent
25 of certificated employees that may be so terminated shall be limited to the
26 percent that enrollment decreased beyond said one percent (1%) reduction.
27 The enrollment figures used for such calculations shall be the same as those
28 used for the calculation of emergency levies pursuant to section 33-805,
29 Idaho Code.

30 (2) The school district shall notify those employees whose contracts
31 are being terminated by no later than October 1. Such termination shall be
32 effective as of a date specified by the board of trustees, but shall be no
33 earlier than two (2) weeks after the date that the employee received notifi-
34 cation, and no later than the end of the current term. No other notification,
35 hearing or other process shall be required to terminate the contracts of em-
36 ployees pursuant to this section.

37 (3) Selection of which employee contracts are to be terminated shall be
38 at the sole discretion of the board of trustees, provided however, that the
39 board of trustees shall not use seniority or contract status as a factor in
40 making such determinations.

41 (4) Employees whose contracts are terminated under the provisions of
42 this section shall receive a severance payment from the school district
43 equal to ten percent (10%) of the moneys that had yet to be earned under the
44 contract for the remainder of the school year.

45 (5) School districts shall furnish the state department of education
46 with a list of employees whose contracts were terminated pursuant to this
47 section, the dates on which such terminations were effective and the per-
48 centage of salary that had yet to be earned under the contract for the remain-
49 der of the school year. The state department of education shall calculate

1 the salary-based apportionment and state-paid employee benefit amounts for
2 each such employee, and, after reducing this allocation to account for the
3 percent of the employee's salary that had already been earned for the school
4 year, distribute ten percent (10%) of the remaining allocation to the school
5 district as a reimbursement for severance payments made, from moneys appro-
6 priated to the educational support program.

7 SECTION 7. That Section 33-516, Idaho Code, be, and the same is hereby
8 amended to read as follows:

9 33-516. RIGHT TO RENEWABLE CONTRACT WHEN DISTRICT IS DIVIDED, CONSOL-
10 IDATED OR REORGANIZED. If, by reason of the division of a school district,
11 including any specially chartered district, or by reason of the consoli-
12 dation of such a district with another district, or other districts, or by
13 reason of the reorganization of such a district, the position held by any
14 teacher entitled to a grandfathered renewable contract is transferred from
15 the control of one (1) board of trustees to the control of a new or different
16 board of trustees, the right to automatic renewal is not thereby lost, and
17 such new or different board of trustees shall be subject to all of the provi-
18 sions of this chapter with respect to such teacher in the same manner as if
19 such teacher were its employee and had been its employee during the time such
20 teacher was actually employed by the board of trustees from whose control the
21 position was transferred.

22 SECTION 8. That Section 33-521, Idaho Code, be, and the same is hereby
23 amended to read as follows:

24 33-521. EMPLOYEE SEVERANCE IN CONSOLIDATED DISTRICT. The board of
25 trustees of any school district newly formed within the last twelve (12)
26 months through the consolidation of two (2) or more school districts may of-
27 fer a one (1) time severance payment to a maximum of ten percent (10%) of the
28 employees that were previously employed by the separate school districts.
29 Such severance offers shall be made entirely at the discretion of the board
30 of trustees, and shall not be bound by custom, seniority or contractual com-
31 mitment. Employees are under no obligation to accept a severance offer. Any
32 employee accepting a severance payment shall not be eligible for reemploy-
33 ment by the school district for a one (1) year period thereafter.

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

42 SECTION 9. That Section 33-522, Idaho Code, be, and the same is hereby
43 amended to read as follows:

44 33-522. FINANCIAL EMERGENCY REDUCTIONS IN FORCE. ~~(1) Prior to declar-~~
45 ~~ing a financial emergency, the board of trustees shall hold a public meeting~~

1 ~~for the purpose of receiving input concerning possible solutions to the fi-~~
2 ~~ancial problems facing the school district.~~

3 ~~(2) If the state department of education certifies that one (1) or more~~
4 ~~of the conditions in paragraph (a), (b) or (c) of this subsection are met,~~
5 ~~then the board of trustees may declare a financial emergency if it determines~~
6 ~~that the condition in paragraph (f) of this subsection is also met. Alterna-~~
7 ~~tively, the board of trustees may declare a financial emergency if it deter-~~
8 ~~mines that either of the conditions in paragraph (d) or (e) of this subsec-~~
9 ~~tion are met and the state department of education certifies that the condi-~~
10 ~~tion set forth in paragraph (f) of this subsection is also met.~~

11 ~~(a) Any of the base salary multipliers in section 33-1004E, Idaho Code,~~
12 ~~are reduced by one and one-half percent (1 1/2%) or more from any prior~~
13 ~~fiscal year.~~

14 ~~(b) The minimum instructional salary provision in section 33-1004E,~~
15 ~~Idaho Code, is reduced by one and one-half percent (1 1/2%) or more from~~
16 ~~any prior fiscal year.~~

17 ~~(c) The amount of total general fund money appropriated per support~~
18 ~~unit is reduced by greater than three percent (3%) from the original~~
19 ~~general fund appropriation per support unit of any prior fiscal year.~~

20 ~~(d) The amount of property tax revenue to be collected by the school~~
21 ~~district that may be used for any general fund purpose, with the excep-~~
22 ~~tion of any emergency levy funds, is reduced from the prior fiscal year,~~
23 ~~and the amount of said reduction represents more than five percent (5%)~~
24 ~~of the school district's general fund budget for combined state and lo-~~
25 ~~cal revenues from the prior fiscal year.~~

26 ~~(e) The school district's general fund has decreased by at least three~~
27 ~~percent (3%) from the previous year's level due to a decrease in fund-~~
28 ~~ing or natural disaster, but not as a result of a drop in the number of~~
29 ~~support units or the index multiplier calculated pursuant to section~~
30 ~~33-1004A, Idaho Code, or a change in the emergency levy.~~

31 ~~(f) The school district's unrestricted general fund balance, which ex-~~
32 ~~cludes funds restricted by state or federal law and considering both an-~~
33 ~~ticipated expenditures and revenue, is less than five and one-half per-~~
34 ~~cent (5 1/2%) of the school district's unrestricted general fund budget~~
35 ~~at the time the financial emergency is declared or for the fiscal year~~
36 ~~for which the financial emergency is declared.~~

37 ~~(3) Upon its declaration of a financial emergency, the board of~~
38 ~~trustees shall:~~

39 ~~(a) Have the power to reopen the salary and benefits compensation as-~~
40 ~~pects of the negotiated agreement, including the length of the certifi-~~
41 ~~cated employee contracts and the amount of compensation and benefits;~~
42 ~~and~~

43 ~~(b) If the parties to the negotiated agreement mutually agree, reopen~~
44 ~~other matters contained within the negotiated agreement directly af-~~
45 ~~fecting the financial circumstances in the school district.~~

46 ~~If the board of trustees exercises the power provided in this subsection con-~~
47 ~~sistent with the requirements of subsection (2) of this section, both the~~
48 ~~board of trustees and the local education association shall meet and confer~~
49 ~~in good faith for the purpose of reaching an agreement on such issues.~~

1 ~~(4) If, after the declaration of a financial emergency pursuant to~~
2 ~~subsection (2) of this section, both parties have met and conferred in good~~
3 ~~faith and an agreement has not been reached, the board of trustees may impose~~
4 ~~its last, best offer, following the outcome of the due process hearing held~~
5 ~~pursuant to section 33-515(7), Idaho Code.~~

6 ~~(5) A financial emergency declared pursuant to subsection (2) of this~~
7 ~~section shall be effective for only one (1) fiscal year at a time and shall~~
8 ~~not be declared by the board of trustees for a second consecutive year, un-~~
9 ~~less so qualified by additional reductions pursuant to the conditions listed~~
10 ~~in subsection (2) of this section.~~

11 ~~(6) The time requirements of sections 33-514(2) and 33-515(2), Idaho~~
12 ~~Code, shall not apply in the event a financial emergency is declared pur-~~
13 ~~suant to subsection (2) of this section~~ The decision to institute a reduction
14 in force, and the selection of employee(s) subject to such reduction, shall
15 be at the sole discretion of the board of trustees, except for the following
16 limitation: The decision as to which employee(s) shall be subject to such
17 reduction shall be made without consideration of employee seniority or con-
18 tract status.

19 SECTION 10. That Chapter 5, Title 33, Idaho Code, be, and the same is
20 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
21 ignated as Section 33-523, Idaho Code, and to read as follows:

22 33-523. PRINCIPALS TO DETERMINE NEW STAFFING. The legislature finds
23 that in order to fairly evaluate the performance of principals based on the
24 growth in student performance at their schools, it is necessary to grant
25 them more control over the hiring and assignment of certificated employees
26 to their schools. To this end, no certificated employee shall be trans-
27 ferred to a principal's school without the principal's permission, unless
28 the transfer is being made due to shifting student population levels, nor
29 shall a certificated individual who the board of trustees wishes to hire be
30 assigned to the principal's school without the principal's permission. As
31 a consequence of this requirement, no new certificated individual shall be
32 considered hired, nor shall a contract be issued to such individual, until
33 a principal has given permission for the assignment to their school. In the
34 case of a transfer that is being made due to shifting student population
35 levels, the principal shall be provided with a choice of at least two (2)
36 individuals to be transferred for each position to be filled, unless there is
37 only one (1) individual whose certificates or endorsements qualify them for
38 the position. For the purposes of this section, the term "principal" also
39 means the head of school of a public charter school.

40 SECTION 11. That Chapter 5, Title 33, Idaho Code, be, and the same is
41 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
42 ignated as Section 33-524, Idaho Code, and to read as follows:

43 33-524. LIABILITY INSURANCE. The legislature finds and declares:
44 (1) Educators make decisions everyday that may affect their families'
45 financial future and therefore finds a need for educators to have accessible
46 information about providers of professional liability insurance for educa-
47 tors.

1 (2) School districts seek to protect their employees from harmful li-
2 ability and are also in the best position to inform employees about protec-
3 tions available to them.

4 (3) All employees of a school district shall be informed of all of their
5 options in regards to professional liability insurance for educators. To
6 that end school districts shall disclose to all employees a professional li-
7 ability insurance for educators provider list. Districts shall encourage
8 employees who have interaction with students to have such insurance although
9 no employee is required to carry such insurance.

10 (4) School districts shall create a list for such disclosure. Any
11 provider authorized by the state shall be added to the school district's list
12 by request, if the insurance provided is underwritten by a licensed insur-
13 ance company with an A.M. Best rating of B+ or better. No provider shall be
14 denied if the provider is properly authorized within the state and meets the
15 provisions of this section.

16 (5) Providers are required to submit complete and accurate information
17 regarding their insurance to each school district in the state by June 30 in
18 order for information to be included on the list for the ensuing school year.
19 School districts receiving information regarding insurance after June 30
20 shall not be required to include the information in the list of insurance
21 options.

22 (6) "Complete and accurate information" is defined as name of provider,
23 business mailing address, telephone number and website information.

24 (7) School districts shall provide name of provider, business mailing
25 address, telephone number and website information to all employees. School
26 districts shall not endorse any provider, product or service.

27 (8) School districts are hereby required to provide all employees with
28 a list of insurance options on the first day all teachers and staff are re-
29 quired to report back to school for the start of the school year. All employ-
30 ees shall be required to sign a form indicating that they have received in-
31 formation about their insurance options. School districts shall require em-
32 ployees to review and sign the disclosure each year he or she is employed with
33 the district. Disclosure forms shall list the names of insurance providers
34 disclosed to employees and remain on file with the school district. The dis-
35 closure forms shall be held for a period of three (3) years and shall be ac-
36 cessible to the public by request.

37 (9) School districts are required to provide substitute teachers and
38 pre-service teachers with a list of insurance options prior to their first
39 day of teaching in the school district. Substitute teachers and pre-service
40 teachers will be required to sign a form indicating that they have received
41 information about their insurance options. This form shall list the names of
42 insurance providers disclosed to employees.

43 (10) Each school district shall have an updated list available upon re-
44 quest from an employee of that district. School districts may post such in-
45 formation on a staff website or the intranet.

46 (11) For the purposes of this section, "providers" refers to any
47 provider of professional liability insurance for educators. "Employees"
48 refers to all certificated and noncertificated staff in a school district.
49 "List" refers to the document containing a description of all providers of-
50 fering professional liability insurance for educators to employees of the

1 school district. "Form" refers to a document to be signed by school district
2 employees who acknowledge such disclosure.

3 SECTION 12. That Section 33-1003, Idaho Code, be, and the same is hereby
4 amended to read as follows:

5 33-1003. SPECIAL APPLICATIONS OF EDUCATIONAL SUPPORT PROGRAM. (1)
6 ~~Decrease in Average Daily Attendance. -- Any school district which has a~~
7 ~~decrease in total average daily attendance of one percent (1%) of its average~~
8 ~~daily attendance in the then current school year from the total average daily~~
9 ~~attendance used for determining the allowance in the educational support~~
10 ~~program for the school year immediately preceding, the allowance of funds~~
11 ~~from the educational support program may be based on the average daily atten-~~
12 ~~dance of the school year immediately preceding, less one percent (1%). When~~
13 ~~this provision is applied, the decrease in average daily attendance shall be~~
14 ~~proportionately distributed among the various categories of support units~~
15 ~~that are appropriate for the district.~~

16 (2) Application of Support Program to Separate Schools/Attendance
17 Units in District.

18 (a) Separate Elementary School. -- Any separate elementary school
19 shall be allowed to participate in the educational support program as
20 though the school were the only elementary school operated by the dis-
21 trict.

22 (b) Hardship Elementary School. -- Upon application of the board of
23 trustees of a school district, the state board of education is empow-
24 ered to determine that a given elementary school or elementary schools
25 within the school district, not otherwise qualifying, are entitled
26 to be counted as a separate elementary school as defined in section
27 33-1001, Idaho Code, when, in the discretion of the state board of edu-
28 cation, special conditions exist warranting the retention of the school
29 as a separate attendance unit and the retention results in a substantial
30 increase in cost per pupil in average daily attendance above the average
31 cost per pupil in average daily attendance of the remainder of the dis-
32 trict's elementary grade school pupils. An elementary school operating
33 as a previously approved hardship elementary school shall continue to
34 be considered as a separate attendance unit, unless the hardship status
35 of the elementary school is rescinded by the state board of education.

36 (c) Separate Secondary School. -- Any separate secondary school shall
37 be allowed to participate in the educational support program as though
38 the school were the only secondary school operated by the district.

39 (d) Elementary/Secondary School Attendance Units. -- Elementary
40 grades in an elementary/secondary school will be funded as a separate
41 attendance unit if all elementary grades served are situated more than
42 ten (10) miles distance from both the nearest like elementary grades
43 within the same school district and from the location of the office
44 of the superintendent of schools of such district, or from the office
45 of the chief administrative officer of such district if the district
46 employs no superintendent of schools. Secondary grades in an elemen-
47 tary/secondary school will be funded as a separate attendance unit if
48 all secondary grades served are located more than fifteen (15) miles by

1 an all-weather road from the nearest like secondary grades operated by
2 the district.

3 (e) Hardship Secondary School. -- Any district which operated two (2)
4 secondary schools separated by less than fifteen (15) miles, but which
5 district was created through consolidation subsequent to legislative
6 action pursuant to chapter 111, laws of 1947, and which school buildings
7 were constructed prior to 1935, shall be entitled to count the schools
8 as separate attendance units.

9 (f) Minimum Pupils Required. -- Any elementary school having less than
10 ten (10) pupils in average daily attendance shall not be allowed to par-
11 ticipate in the state or county support program unless the school has
12 been approved for operation by the state board of education.

13 (32) Remote Schools. -- The board of trustees of any Idaho school dis-
14 trict which operates and maintains a school which is remote and isolated from
15 the other schools of the state because of geographical or topographical con-
16 ditions may petition the state board of education to recognize and approve
17 the school as a remote and necessary school. The petition shall be in form
18 and content approved by the state board of education and shall provide such
19 information as the state board of education may require. Petitions for the
20 recognition of a school as a remote and necessary school shall be filed annu-
21 ally at least ninety (90) days prior to the date of the annual meeting of the
22 board of trustees as established in section 33-510, Idaho Code.

23 Within forty-five (45) days after the receipt of a petition for the
24 recognition of a remote and necessary school, the state board of educa-
25 tion shall either approve or disapprove the petition and notify the board
26 of trustees of its decision. Schools which the state board of education
27 approves as being necessary and remote shall be allowed adequate funding
28 within the support program for an acceptable educational program for the
29 students of the school. In the case of a remote and necessary secondary
30 school, grades 7-12, the educational program shall be deemed acceptable
31 when, in the opinion of the state board of education, the accreditation stan-
32 dard relating to staff size, established in accordance with section 33-119,
33 Idaho Code, has been met. The final determination of an acceptable program
34 and adequate funding in the case of a remote and necessary elementary school
35 shall be made by the state board of education.

36 (43) Support Program When District Boundaries are Changed.

37 (a) In new districts formed by the division of a district, the support
38 program computed for the district, divided in its last year of opera-
39 tion, shall be apportioned to the new districts created by the division,
40 in the proportion that the average daily attendance of pupils, elemen-
41 tary and secondary combined, residing in the area of each new district
42 so created, is to the average daily attendance of all pupils, elementary
43 and secondary combined, in the district divided in its last year of op-
44 eration before the division.

45 (b) When boundaries of districts are changed by excision or annexation
46 of territory, the support program of any district from which territory
47 is excised for the last year of operation before such excision shall be
48 divided, and apportioned among the districts involved, as prescribed in
49 ~~subsection (4) paragraph~~ (a) of this ~~subsection~~.

1 (c) In new districts formed by consolidation of former districts after
2 January 1, 2007, the support program allowance, for a seven (7) year pe-
3 riod following the formation of the new district, shall not be less than
4 the combined support program allowances of the component districts in
5 the last year of operation before consolidation. After the expiration
6 of this period, the state department of education shall annually cal-
7 culate the number of support units that would have been generated had
8 the previous school districts not consolidated. All applicable state
9 funding to the consolidated district shall then be provided based on a
10 support unit number that is halfway between this figure and the actual
11 support units, provided that it cannot be less than the actual support
12 units.

13 SECTION 13. That Section 33-1004G, Idaho Code, be, and the same is
14 hereby repealed.

15 SECTION 14. That Section 33-1004H, Idaho Code, be, and the same is
16 hereby amended to read as follows:

17 33-1004H. EMPLOYING RETIRED TEACHERS AND ADMINISTRATORS. (1)
18 Notwithstanding the provisions of section 33-514, 33-1271 or 33-1273, Idaho
19 Code, school districts may employ certificated school teachers and admin-
20 istrators who are receiving retirement benefits from the public employee
21 retirement system of Idaho, except those who received benefits under the
22 early retirement program previously provided in section 33-1004G, Idaho
23 Code, by the state in positions requiring such certification, as at-will
24 employees. Any employment contract between the retiree and the school dis-
25 trict shall be separate and apart from the collective bargaining agreement
26 of the school district.

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

32 (3) School districts are not required to provide health insurance or
33 life insurance benefits to persons employed under this section. Post-ter-
34 mination benefits may be negotiated between the school district and the cer-
35 tificated employee at the time of rehiring but in no event can the parties
36 affect or attempt to affect the provisions governing the public employee re-
37 tirement system.

38 SECTION 15. That Section 33-1271, Idaho Code, be, and the same is hereby
39 amended to read as follows:

40 33-1271. SCHOOL DISTRICTS -- PROFESSIONAL EMPLOYEES -- NEGOTIATION
41 AGREEMENTS. The board of trustees of each school district, including spe-
42 cially chartered districts, or the designated representative(s) of such
43 district, is hereby empowered to and shall, upon its own initiative or upon
44 the request of a local education organization representing a majority of
45 the professional employees, enter into a negotiation agreement request
46 negotiations with the local education organization or the designated repre-

1 sentative(s) of such organization on behalf of the professional employees
2 employed by the school district and negotiate with such party in good faith
3 on those matters specified in any such negotiation agreement between the
4 local board of trustees and the local education organization related to
5 compensation of professional employees. A request for negotiations may be
6 initiated by either party to such negotiation agreement the local education
7 organization or entity seeking to be designated the local education organi-
8 zation, or the board of trustees.

9 (1) Accurate records or minutes of the proceedings shall be kept, and
10 shall be available for public inspection at the offices of the board of edu-
11 cation during normal business hours.

12 (2) Joint ratification of all final offers of settlement shall be made
13 in open meetings and notice of the ratification activity shall be provided to
14 the parties to the agreement.

15 (3) As the subject matter of negotiations is compensation provided
16 through public funding, all negotiation sessions of the parties shall be
17 conducted in open session, with all members of the public able to attend.

18 SECTION 16. That Chapter 12, Title 33, Idaho Code, be, and the same is
19 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
20 ignated as Section 33-1271A, Idaho Code, and to read as follows:

21 33-1271A. EXISTING AGREEMENTS. The legislature finds the inclusion
22 of evergreen or continuation clauses in master contracts or negotiated
23 agreements to be against the public policy of the state of Idaho. Such
24 clauses purport to bind in perpetuity the actions of future elected boards
25 of trustees, subvert the ability of the people to direct their own affairs
26 through the free election of trustees, and are contrary to the tenets of
27 a free republic. Therefore, it is the intent of the legislature that any
28 master contract or negotiated agreement, by any name or title, existing as
29 a result of negotiations between a board of trustees and a local education
30 organization shall be subject to the terms of this act, regardless of any
31 evergreen or continuation clause included in such contract or agreement.

32 SECTION 17. That Section 33-1272, Idaho Code, be, and the same is hereby
33 amended to read as follows:

34 33-1272. DEFINITIONS. Definition of terms as used in this act:

35 1. "Professional employee" means any certificated employee of a school
36 district, including charter districts; provided, however, that superinten-
37 dents, supervisors or principals may be excluded from the professional em-
38 ployee group if a negotiation agreement between the board and local educa-
39 tion organization so specifies.

40 2. "Local education organization" means any local district organiza-
41 tion duly chosen and selected by a majority of the professional employees as
42 their representative organization for negotiations under this act. For the
43 purposes of this definition, "majority" shall mean one (1) certificated pro-
44 fessional employee more than fifty percent (50%) or greater of the profes-
45 sional employees in the district.

46 3. "Negotiations" means meeting and conferring in good faith in open
47 session by a local board of trustees and the authorized local education or-

1 organization, or the respective designated representatives of both parties,
 2 for the purpose of reaching an agreement, ~~upon matters and conditions sub-~~
 3 ~~ject to negotiations as specified in a negotiation agreement between said~~
 4 ~~parties~~ related to the compensation of professional employees.

5 4. "Compensation" means salary and benefits for the professional em-
 6 ployee.

7 5. "Benefits" includes employee insurance, leave time and sick leave
 8 benefits.

9 SECTION 18. That Section 33-1273, Idaho Code, be, and the same is hereby
 10 amended to read as follows:

11 33-1273. ~~SCHOOL DISTRICTS -- PROFESSIONAL EMPLOYEES -- NEGOTIATIONS~~
 12 ~~DESIGNATION OF THE LOCAL EDUCATION ORGANIZATION -- DESIGNATION OF REPRESEN-~~
 13 ~~TATIVES -- OBLIGATION TO NEGOTIATE.~~ (1) The local education organization
 14 selected by a majority of the qualifying professional employees shall be the
 15 exclusive representative for all professional employees in that district
 16 for purposes of negotiations.

17 (a) At the commencement of each school year, the local education as-
 18 sociation identified in the agreement from the prior year, if such
 19 existed, shall certify to the board of trustees that the local education
 20 association has been selected and designated as the local education
 21 organization for the professional employees of the district. This cer-
 22 tification shall be provided in writing on a form agreed upon between
 23 the parties as one (1) of the options detailed below. The purpose of
 24 such certification is to provide the district's administration and
 25 board with notice of the appropriate entity for the administration and
 26 board to work with relating to personnel matters.

27 (b) Within ten (10) days of the date a request for negotiations is
 28 initiated by either the local education organization or the board of
 29 trustees or its designee, the local education organization must provide
 30 proof that it has been duly chosen by a majority of the professional
 31 employees of the district as their representative organization for ne-
 32 gotiations under this act. Such proof may be:

33 (i) A list of certificated professional employees, who would be
 34 subject to the agreement, who are members of the local education
 35 organization as of the date that the request for negotiations is
 36 initiated; or

37 (ii) Other evidence that the professional employees have chosen
 38 and selected the local education organization as their represen-
 39 tative organization as of the date that the request for negotia-
 40 tions is initiated.

41 (c) If the local education organization or entity seeking to be de-
 42 clared the local education organization cannot provide evidence that
 43 the majority of the professional employees have chosen and selected it
 44 as the representative organization, the district shall have no obliga-
 45 tion or authority to enter into negotiations as provided in this act.

46 (2) The individual or individuals selected to negotiate for the profes-
 47 sional employees shall be a member of the organization designated to repre-
 48 sent the professional employees and shall be a certificated professional em-
 49 ployee of the local school district. However, in the event a local board of

1 trustees chooses to designate any individual(s) other than the superinten-
 2 dent or elected trustee(s) of the school district as its representative(s)
 3 for negotiations, the local educational organization is authorized to des-
 4 ignate any individual(s) of its choosing to act as its representative(s) for
 5 negotiations. A local board of trustees or its designated representative(s)
 6 shall negotiate matters covered by a negotiations agreement pursuant to sec-
 7 tion 33-1272, Idaho Code, only with the local education organization or its
 8 designated representative(s).

9 (3) Should there be no entity that qualifies as a local education organ-
 10 ization by May 10, the board has no obligation or authority to negotiate as
 11 required under this act, and may establish compensation for professional em-
 12 ployees for the ensuing school year as it deems appropriate.

13 SECTION 19. That Chapter 12, Title 33, Idaho Code, be, and the same is
 14 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 15 ignated as Section 33-1273A, Idaho Code, and to read as follows:

16 33-1273A. NEGOTIATIONS IN OPEN SESSION. Any other provision of law
 17 notwithstanding, including any provisions to the contrary in section
 18 67-2345, Idaho Code, all negotiations or meetings allowed or required pur-
 19 suant to this act shall be in open session and shall be open and available
 20 for the public to attend. In addition, all documentation exchanged between
 21 the parties during negotiations, including all offers, counteroffers and
 22 meeting minutes shall be subject to public writings disclosure laws.

23 SECTION 20. That Section 33-1274, Idaho Code, be, and the same is hereby
 24 amended to read as follows:

25 33-1274. APPOINTMENT OF MEDIATORS -- COMPENSATION MEDIATION -- ESTAB-
 26 LISHMENT OF COMPENSATION TERMS UPON FAILURE TO AGREE. (1) In the event the
 27 parties in negotiations are not able to come to an agreement upon ~~items sub-~~
 28 ~~mitted for negotiations under a negotiations agreement between the parties,~~
 29 ~~one or more mediators may be appointed. The issue or issues in dispute shall~~
 30 ~~be submitted to mediation at the request of either party in an effort to in-~~
 31 ~~duce the representatives of the board and the local education organization~~
 32 ~~to resolve the conflict. The procedures for appointment of and compensa-~~
 33 ~~tion for the mediators shall be determined by both parties~~ compensation for
 34 professional employees by May 10, if agreed to by both parties, a mediator
 35 may be appointed. The issue or issues in dispute shall be submitted to me-
 36 diation in an effort to induce the representatives of the board of trustees
 37 and the local education organization to resolve the conflict. The procedure
 38 for appointment of and compensation for the mediator shall be determined by
 39 both parties. Mediation is nonbinding, and the recommendation or recommen-
 40 dations of the mediator, if any, shall not be construed as having any force or
 41 effect.

42 (2) If no agreement regarding compensation has been reached by the par-
 43 ties on or before June 10, the board of trustees, at a meeting held no later
 44 than June 22, shall establish compensation for professional employees for
 45 the ensuing school year as it deems appropriate.

46 (3) If the board of trustees establishes compensation pursuant to sub-
 47 section (2) of this section, no hearing need be held by the board.

1 (4) The dates of June 10 and June 22 are not arbitrary or discretionary
 2 dates that may be modified by agreement of the parties. The only instance
 3 in which the days may be extended is if June 10 or June 22 fall on a Sunday.
 4 In such situation the board of trustees may, at its discretion, extend these
 5 days to June 11 or June 23.

6 SECTION 21. That Chapter 12, Title 33, Idaho Code, be, and the same is
 7 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 8 ignated as Section 33-1274A, Idaho Code, and to read as follows:

9 33-1274A. PROCEDURES UPON AGREEMENT. (1) In the event the parties in
 10 negotiations agree regarding compensation of professional employees at any
 11 time prior to June 10, such agreement shall be placed in writing by the per-
 12 sons who negotiated on behalf of the board of trustees and the local educa-
 13 tion organization. Such written agreement shall be offered for approval and
 14 ratification by the local education organization at an open meeting on or be-
 15 fore June 15. If such written agreement is approved and ratified by the local
 16 education organization on or before June 15, it shall thereafter be approved
 17 or disapproved by the board of trustees at a board meeting held on or before
 18 June 22.

19 (2) Should the local education association or the board of trustees
 20 fail to ratify and approve the written agreement as provided for in this
 21 section, the board of trustees shall establish other compensation terms, as
 22 independently determined by the board and not controlled by the terms which
 23 failed ratification, for professional employees as provided in section
 24 33-1274, Idaho Code.

25 SECTION 22. That Section 33-1275, Idaho Code, be, and the same is hereby
 26 amended to read as follows:

27 33-1275. ~~FACT-FINDERS -- APPOINTMENT -- HEARINGS~~ TERMS OF AGREE-
 28 MENTS. 1. ~~If mediation fails to bring agreement on all negotiable issues,~~
 29 ~~the issues which remain in dispute may be submitted to fact-finding by re-~~
 30 ~~quest of either party. One or more fact-finders shall be appointed by the~~
 31 ~~parties by mutual agreement. If such agreement cannot be reached within~~
 32 ~~thirty (30) days of the request for such appointment, the state superinten-~~
 33 ~~dent of public instruction shall make such appointment. The fact-finder~~
 34 ~~shall have authority to establish procedural rules, conduct investigations~~
 35 ~~and hold hearings during which each party to the dispute shall be given an~~
 36 ~~opportunity to present its case with supporting evidence~~ (1) All negotiated
 37 agreements or master contracts, by any name or title, entered into pursuant
 38 to the provisions of this act, shall have a term of July 1 through June 30 of
 39 the ensuing fiscal year. The board of trustees shall not have the authority
 40 to enter into any agreement negotiated under the provisions of this act that
 41 has any clause or provision which allows for such agreement to be in any force
 42 or effect for multiple years or indefinitely, or otherwise does not expire on
 43 its own terms on or before June 30 of the ensuing fiscal year.

44 ~~2. Within thirty (30) days following designation of the fact-finder,~~
 45 ~~he shall submit a report in writing to the respective representatives of~~
 46 ~~the board and the professional employees, setting forth findings of fact~~
 47 ~~and recommendations on the issues submitted~~ (2) Any agreement or contract

1 previously entered pursuant to the provisions of sections 33-1271 through
 2 33-1276, Idaho Code, shall be deemed to expire as of June 30, 2011, re-
 3 gardless of any evergreen, continuation or other clause included in such
 4 contract which provides for continuation beyond June 30, 2011. In addition,
 5 any term of any existing agreement which conflicts with the current provi-
 6 sions of title 33, Idaho Code, is hereby declared void and unenforceable from
 7 the date of July 1, 2011.

8 SECTION 23. That Section 33-1276, Idaho Code, be, and the same is hereby
 9 amended to read as follows:

10 33-1276. INTENT OF ACT. Nothing contained herein is intended to or
 11 shall conflict with, or abrogate, the powers or duties and responsibili-
 12 ties vested in the legislature, state board of education, and the board of
 13 trustees of school districts by the laws of the state of Idaho. Each school
 14 district board of trustees is entitled, ~~without negotiation or reference to~~
 15 ~~any negotiated agreement,~~ to take action that may be necessary to carry out
 16 its responsibility due to situations of emergency or acts of God.

17 SECTION 24. That Section 33-402, Idaho Code, be, and the same is hereby
 18 amended to read as follows:

19 33-402. NOTICE REQUIREMENTS.

20 ~~(1) (a) (b) (c) (d) (e) (f) (g) (2) a b c d e (3) (4) (5)~~
 21 ~~(6)~~ Notice of annual meeting of elementary school districts as provided for
 22 in section 33-510, Idaho Code, and of intent to discontinue a school, as pro-
 23 vided for in section 33-511, Idaho Code, and annual budget hearing as pro-
 24 vided for in section 33-801, Idaho Code, shall be given by posting ~~(2)~~ for
 25 not less than ten (10) days, and publishing once in a newspaper as provided
 26 in section 60-106, Idaho Code, published within the district, or, if there
 27 be none, then in a newspaper as provided in section 60-106, Idaho Code, pub-
 28 lished in the county in which such district lies. If more than one (1) news-
 29 paper is printed and published in said district or county, then in the news-
 30 paper most likely to give best general notice of the election within said
 31 district; provided that if no newspaper is published in the said district or
 32 county, then in a newspaper as provided in section 60-106, Idaho Code, most
 33 likely to give best general notice of the election within the district. ~~If~~
 34 ~~a financial emergency has been declared pursuant to section 33-522, Idaho~~
 35 ~~Code, the notice of annual meeting and the notice of the annual budget hear-~~
 36 ~~ing shall be posted pursuant to subsection (2) of this section, for not less~~
 37 ~~than five (5) days, and by such further notice as shall provide reasonable~~
 38 ~~notice to the patrons of the school district if publication in a newspaper is~~
 39 ~~not feasible.~~

40 ~~(7)~~ Notices calling for bids for the acquisition, use, or disposal of
 41 real and personal property as provided for in section 33-601, Idaho Code, and
 42 contracting for transportation services as provided for in section 33-1510,
 43 Idaho Code, shall be given in a newspaper of general circulation as required
 44 by chapter 1, title 60, Idaho Code, except that the notice for contracting
 45 for transportation services shall be made not less than four (4) weeks before
 46 the date of opening bids.

1 (83) Proof of posting notice shall be upon the affidavit of the person
2 posting the same; and proof of publication shall be upon the affidavit of
3 the publisher of the newspaper or newspapers respectively. Such affidavits
4 shall be filed with the board by the clerk responsible for the posting and the
5 publishing of said notice.

6 SECTION 25. SEVERABILITY. The provisions of this act are hereby de-
7 clared to be severable and if any provision of this act or the application
8 of such provision to any person or circumstance is declared invalid for any
9 reason, such declaration shall not affect the validity of the remaining por-
10 tions of this act.

11 SECTION 26. An emergency existing therefor, which emergency is hereby
12 declared to exist, Sections 1, 2, 3, 4, 5, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19,
13 20, 21, 22, 23, 24 and 25 of this act shall be in full force and effect on and
14 after passage and approval. Sections 6, 10, 11 and 12, shall be in full force
15 and effect on and after July 1, 2011.