

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 163

BY EDUCATION COMMITTEE

AN ACT

1 RELATING TO EDUCATION; AMENDING SECTION 33-513, IDAHO CODE, TO CLARIFY THE  
2 NUMBER OF DAYS TO SIGN AND RETURN A CONTRACT, TO ESTABLISH PROVISIONS  
3 RELATING TO A DEFAULT TIME, TO REVISE PROVISIONS RELATING TO THE DELIV-  
4 ERY OF A CONTRACT AND ACKNOWLEDGMENT OF SUCH DELIVERY, TO REVISE PROVI-  
5 SIONS RELATING TO DECLARING A POSITION VACANT, TO MAKE A CODIFIER'S COR-  
6 RECTION AND TO MAKE TECHNICAL CORRECTIONS; AND DECLARING AN EMERGENCY.  
7

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

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

11 33-513. PROFESSIONAL PERSONNEL. The board of trustees of each school  
12 district, including any specially chartered district, shall have the fol-  
13 lowing powers and duties:

14 1. To employ professional personnel, on written contract in form ap-  
15 proved by the state superintendent of public instruction, conditioned upon  
16 a valid certificate being held by such professional personnel at the time of  
17 entering upon the duties thereunder. Should the board of trustees fail to  
18 enter into written contract for the employment of any such person, the state  
19 superintendent of public instruction shall withhold ensuing apportionments  
20 until such written contract be entered into. When the board of trustees has  
21 delivered a proposed contract for the next ensuing year to any such per-  
22 son, such person shall have a period of time to be determined by the board  
23 of trustees in its discretion, but in no event less than ten (10) calendar  
24 days from the date the contract is delivered, in which to sign the contract  
25 and return it to the board. If the board of trustees does not make a deter-  
26 mination as to how long the person has to sign and return the contract, the  
27 default time limit shall be twenty-one (21) calendar days after the contract  
28 is delivered to the person. Delivery of a contract may be made only in person  
29 or by certified mail, return receipt requested or electronically, return  
30 receipt requested. When delivery is made in person, delivery of the contract  
31 must be acknowledged by a signed receipt. When delivery is made by certified  
32 mail or electronically, delivery must be acknowledged by the return of the  
33 certified mail receipt or return electronic receipt from the person to whom  
34 the contract was sent. If the delivery is made electronically, with return  
35 electronic receipt, and the district has not received a return of a signed  
36 contract and has not received an electronic read receipt from the employee,  
37 the district shall then resend the original electronically delivered con-  
38 tract to the employee via certified mail, return receipt requested, and  
39 provide such individual with a new date for contract return. Should the per-  
40 son willfully refuse to acknowledge receipt of the contract or the contract  
41 is not signed and returned to the board in the designated period of time or if

1 no designated period of time is set by the board, the default time, the board  
2 or its designee may declare the position vacant.

3 The board of trustees shall withhold the salary of any teacher who does  
4 not hold a teaching certificate valid in this state. It shall not contract  
5 to require any teacher to make up time spent in attending any meeting called  
6 by the state board of education or by the state superintendent of public in-  
7 struction; nor while attending regularly scheduled official meetings of the  
8 state teachers' association.

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

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

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

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

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

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

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

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

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

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

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

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

14 (i) At the hearing, the superintendent or other duly authorized admin-  
15 istrative officer shall present evidence to substantiate the allega-  
16 tions contained in such notice.

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

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

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

30 SECTION 2. An emergency existing therefor, which emergency is hereby  
31 declared to exist, this act shall be in full force and effect on and after its  
32 passage and approval.