

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 104, As Amended

BY EDUCATION COMMITTEE

AN ACT

1  
2 RELATING TO EDUCATION; AMENDING SECTION 33-513, IDAHO CODE, TO PROVIDE THAT  
3 THE BOARD OF TRUSTEES SHALL ENSURE THAT EMPLOYEES EXCLUSIVELY PERFORM  
4 CERTAIN DUTIES, TO PROVIDE THAT EMPLOYEES SHALL NOT BE COMPENSATED FOR  
5 ANY OTHER ACTIVITY, TO PROVIDE EXCEPTIONS, TO PROVIDE THAT THE BOARD  
6 SHALL NOT INCLUDE LABOR UNION OR LABOR ASSOCIATION ACTIVITIES AS PART OF  
7 THE DUTIES OF ANY POSITION AND TO MAKE TECHNICAL CORRECTIONS.

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 person,  
22 such person shall have a period of time to be determined by the board of  
23 trustees in its discretion, but in no event less than ten (10) days from the  
24 date the contract is delivered, in which to sign the contract and return it to  
25 the board. Delivery of a contract may be made only in person or by certified  
26 mail, return receipt requested. When delivery is made in person, delivery  
27 of the contract must be acknowledged by a signed receipt. When delivery is  
28 made by certified mail, delivery must be acknowledged by the return of the  
29 certified mail receipt from the person to whom the contract was sent. Should  
30 the person willfully refuse to acknowledge receipt of the contract or the  
31 contract is not signed and returned to the board in the designated period of  
32 time, the board may declare the position vacant.

33 (a) The board of trustees shall withhold the salary of any teacher who  
34 does not hold a teaching certificate valid in this state.

35 (b) ~~It~~ The board of trustees shall not contract to require any teacher  
36 to make up ensure that employees exclusively perform the duties asso-  
37 ciated with the positions for which they are employed and shall not be  
38 compensated for any other activity, with the exception of time spent in  
39 attending any meeting called by the state board of education or by the  
40 state superintendent of public instruction; nor while attending reg-  
41 ularly scheduled official meetings of the state teachers' association

1           The board shall not include labor union or labor association activities  
2           as part of the duties of any position.

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

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

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

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

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

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

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

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

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

- 1 (f) The employee may be represented by legal counsel and/or by a repre-  
2 sentative of a local or state teachers association.
- 3 (g) The chairman of the board or the designee of the chairman shall con-  
4 duct the hearing.
- 5 (h) The board shall cause an electronic record of the hearing to be made  
6 or shall employ a competent reporter to take stenographic or steno-  
7 type notes of all the testimony at the hearing. A transcript of the hearing  
8 shall be provided at cost by the board upon request of the employee.
- 9 (i) At the hearing the superintendent or other duly authorized adminis-  
10 trative officer shall present evidence to substantiate the allegations  
11 contained in such notice.
- 12 (j) The employee may produce evidence to refute the allegations. Any  
13 witness presented by the superintendent or by the employee shall be sub-  
14 ject to cross-examination. The board may also examine witnesses and be  
15 represented by counsel.
- 16 (k) The affected employee may file written briefs and arguments with  
17 the board within three (3) days after the close of the hearing or such  
18 other time as may be agreed upon by the affected employee and the board.
- 19 (l) Within fifteen (15) days following the close of the hearing, the  
20 board shall determine and, acting through their duly authorized ad-  
21 ministrative official, shall notify the employee in writing whether  
22 the evidence presented at the hearing established the truth of the  
23 allegations and whether the employee is to be retained, immediately  
24 discharged, or discharged upon termination of the current contract.