

MEMORANDUM

To: Board of Trustees
Twin Falls School District 411
From: Eva Craner, Director of Public Relations
Re: Policy Updates
Date: Oct. 10, 2022

First Reading:

ISBA Updates:

5105 Certified Personnel Employment

Administrative Updates:

3507 Student Activities during Poor Air Quality, Lightning, and Severe Weather

5220 Assignments, Reassignments & Transfers

5350 Certified Personnel Resignations (Release of Contract) and Classified Personnel Resignations

5800 Classified Employment, Assignment & Grievance

Definitions

Category 1 Certified Employees: Certified personnel hired on a limited one-year contract after August 1st or the spouse of a Trustee hired under the limited provisions of Section 33-507(3), Idaho Code.

Notice: This type of contract is specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

Category 2 Certified Employees: Certified personnel in the first and second years of continuous employment within the same school district.

Notice: These employees shall be provided a written statement of the reason for non-reemployment no later than July 1st. Category 2 Certified Employees are not entitled to a review of the reasons or decision not to reemploy by the Board.

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

Prior to the decision to not renew a contract for the unsatisfactory performance of category 3 certified employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient. The written notice will also include provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

Notice: These employees shall be provided a written statement of the reason for non-reemployment no later than July 1st. Upon written request, the employee shall be given the opportunity for an informal review of such a decision by the Board. The parameters for the informal review will be determined by the Board.

Renewable Contract Certified Employees: With the exception of Interim Certificate holders, certified personnel in the fourth year of continuous employment within the same school district.

After receiving a contract for a fourth full consecutive year of employment as a certified teacher, certified personnel may automatically renew their employment with this District, for the next school year, by returning their contract in a timely manner, as detailed below.

The District shall have the option to grant renewable contract status when it hires a certified employee who has been on a renewable contract with another Idaho school district or who has out-of-state experience which would otherwise qualify the certified employee for renewable

contract status in Idaho. Alternatively, the District can place the certified employee on a Category 3 contract.

Prior to the decision to not renew a contract for the unsatisfactory performance of renewable contract certified employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient. The written notice will also include provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

Notice: These contracts shall be issued by July 1st. All employees on renewable contracts must return their contract within 10 days. The employee's failure to timely return a renewable contract, may cause the Board to interpret such an action as the employee declining the right to automatic renewal or the offer of another contract.

Retired-Return to Work Employees: Certified personnel employed as instructional staff, pupil service staff, or professionally endorsed staff and any personnel holding a certificate as described in 33-1210A, Idaho Code, receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, hired as at-will employees.

Notice: Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

Interim Certificate Holder: A certified employee who holds an interim certificate while they pursue an alternate route to certification.

These employees must complete at least nine-semester credits annually toward the completion of their alternate route to certification and meet their annual progress goals ~~toward the completion of the alternate route~~. The District may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and District policy. Personnel who hold an interim certificate and/or emergency authorization and have not been issued their five-year renewable certificate shall not exceed a Category 3 Contract until conditions have been met.

Notice

- ~~1. Category 1 certified employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.~~

2. ~~Category 2 certified employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and are not entitled to a review of the reasons or decision not to reemploy by the Board.~~
3. ~~Category 3 certified employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of category 3 certified employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.~~
4. ~~Contracts for all renewable contracted certified employees shall be issued by July 1st. All employees on renewable contracts must return their contract within 10 days. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certified employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.~~
5. ~~Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.~~

Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts may be issued for, an assignment ~~which that~~ is not part of a certified employee's regular teaching duties. A supplemental contract for extra duties shall be separate and apart from the certified employee's underlying contract (Category 1, 2, 3 or renewable) and the employee shall have no property rights to the supplemental contract. ~~no property rights shall attach.~~ The District shall provide a written notice of non-reissuance ~~including of the extra duty supplemental contract with a written statement of reasons shall be provided~~ in the event that the contract will not be reissued. Upon written request, the certified employee shall be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. The contract shall be in a form approved by the state superintendent of public instruction.

An extra day assignment is, a supplemental extra day contracts may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of certified

employees of the District. Such additional days may be in service of the same activities as the employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certified employee's underlying contract (Category 1, 2, 3 or renewable). The contract shall be in a form approved by the state superintendent of public instruction.

Delivery of Contract

Delivery of a contract may be made only in person, by certified mail, return receipt requested, or electronically, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

If a District delivers contracts via electronic means, with return electronic receipt, and the District has not received a returned signed contract and has not received an electronic read receipt from the employee, the District shall then resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and provide such individual with a new date for contract return.

Return of the Contract

A person who receives a proposed contract from the District shall have 10 days from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or if the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant. Through this policy the Board delegates to the Superintendent and/or Human Resources Director the power, as the designee of the Board, to declare such position vacant should a signed contract not be returned within the designated period.



Cross Reference: 5340 Evaluation of certified Personnel
6100 Superintendent

Legal Reference: I.C. § 33-507 Limitation upon Authority of Trustees
I.C. § 33-513 Professional Personnel
I.C. § 33-514 Issuance of Annual Contracts – Support programs –
Categories of Contracts – Optional Placement
I.C. § 33-514A Issuance of Limited Contract – Category 1 Contract
I.C. § 33-515 Issuance of Renewable Contracts
I.C. § 33-515A Supplemental Contracts

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 6/13/16
10/10/16
8/12/19
1/10/22

District and school administration will monitor the National Weather Service and will initiate notifications and communication throughout the district when poor air quality, lightning, or severe weather is present. These conditions can change rapidly, and employees should keep a close eye on changing weather conditions to be prepared to take action if necessary. This policy applies to all Twin Falls School District outdoor events on or off school campus including recess.

Air Quality

To determine air quality, district administration will utilize the closest Department of Environmental Quality (DEQ) monitoring station to the school or event. If an event is being held in a location that is between multiple monitoring stations, an average of those station's air quality will determine the air quality for the location.

Air Quality 51 to 100: Outdoor activities are permissible, paying close attention to those students that are unusually sensitive to air pollution.

Air Quality 101 to 150: Outdoor activities are permissible only when additional rest periods are provided for students. Administration will confer with the school's Athletic Trainer, Certified (ATC), school nurses, or other medical personnel to determine appropriate additional rest periods. School personnel will closely monitor all students, particularly those groups that are sensitive to poor air quality.

Air Quality over 150: All students and staff will remain indoors, and outdoor activities are not permissible. In the event an activity has begun and during the event the air quality rises above 150 all participants will be moved indoors until the air quality decreases to below 150 or the event will be canceled or postponed as determined by district administration in charge of the event. Prior to a scheduled outdoor event, when air quality is over 100, the administration may determine to postpone, move, or cancel the outdoor activity.

Lightning

Administrators will monitor lightning activity during outdoor events. When lightning-detection devices or mobile apps are available, this technology can be used to determine the proximity of lightning strikes. The preferred app for this purpose will be Lightning Tracker & Alerts. However, hearing thunder and seeing lightning should take precedence over lightning-detection devices or mobile apps and play shall be suspended. In the event that thunder is heard, a cloud-to-ground lightning bolt is seen, the leading edge of the thunderstorm is close enough to strike the event location, or a lightning strike has occurred within a 10-mile radius as determined by a lightning-detection device, within the previous 30 minutes during an outdoor event, administration will direct all students, staff, and spectators to move indoors and remain indoors. Upon administrative

approval, the outdoor event will convene once there has not been a lightning strike within a 10-mile radius within the previous 30 minutes.

Hazardous Weather

In the event a hazardous weather condition, as determined by the National Weather Service, has been identified in the area of an outdoor activity, all students and staff will be moved indoors and remain indoors until the National Weather Service has determined the hazard has passed and the administration has determined it is safe to return outdoors. Administration will keep in mind that during one of these events there may be power outages, downed power lines, floods, etc. which would make it unsafe to return outdoors. Students and staff shall stay away from windows and exterior doors during a hazardous weather event and remain by an interior wall. Hazardous conditions, such as tornadoes/thunderstorms/severe wind, can develop in seconds and not allow for formal means of communication. In the event an employee feels that weather is immediately threatening, they will instruct students, employees, and others to take immediate cover near an interior wall indoors.

Extreme Temperatures

In the event of extreme cold and/or high wind, Administrators may move all students and staff indoors. When the combined wind speed and actual air temperature create a wind chill index of 10 degrees Fahrenheit or below administrators will keep students inside for recess time and will allow students to enter the building before school has commenced, after an acceptable drop off time as determined by school administrators. In addition, administrators may keep students inside during recess if the student is not dressed appropriately for the current weather conditions.



Policy History

ADOPTED: 8/12/19

TFSD

REVISED:

All staff shall be subject to assignment, reassignment, and transfer of position and duties by the Board, Superintendent, supervisor, and/or other administrative staff member. Changes in assignment may also be made at the request of an employee. Assignment shall be based upon the qualifications of the candidate and the philosophy and needs of the District.

If a change of assignment was not requested by the employee, he or she should be consulted and have an opportunity to express his or her preferences. However, the final decision on transfer or alteration of any assignment rests with the Board of Trustees for certified staff members and the Superintendent for classified staff members.

Certified Staff

Teachers shall be assigned at the levels and in the subjects for which their certificates are appropriate and allowable for the certificates and endorsements they hold. The Superintendent shall provide for a system of assignment, reassignment, and transfer of certified staff, including voluntary transfers and promotions consistent with this policy and State law. Nothing in this policy shall prevent the reassignment of a staff member during the school year.

When the Board reassigns an administrative employee to a non-administrative position, the employee shall be entitled to an informal review as described in Policy No. 5107.

Classified Staff

The right of assignment, reassignment, and transfer shall remain that of the Board and/or Superintendent. Written notice of a reassignment or involuntary transfer shall be given to the employee. Opportunity shall be given for the staff member to discuss the proposed transfer or reassignment with the Superintendent.

Teaching

All teachers shall be given notice of their teaching assignments relative to grade level, building, and subject area before the beginning of the school year, recognizing that such placement could change subsequent to this initial notice including during the course of the school year.



Cross Reference:	5107	Informal Review
	5220P	Assignment and Transfer of Certificated Personnel
	6100-6100P	Superintendent
	6200	District Organization

Legal Reference:	I.C. § 33-513	Professional Personnel
	I.C. § 33-515	Issuance of Renewable Contracts

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 8/12/19

Certified Employees

Applicants for teaching positions with Twin Falls School District who are issued a contract and employees who are on contract should recognize that their contract with the District carries responsibilities. Certified personnel will generally be expected to fulfill the terms of their contract unless (1) there are clearly compelling, mitigating circumstances which prevent the certified or exempt individual from doing so; and (2) until such time as the Board releases the certified individual from the terms of the contract upon the recommendation of the Superintendent.

Employees seeking release from their District contracts (including those employees who have just signed their first contract) will not be released from contract during the school year or within forty-five (45) days of the start of the school year unless a suitable replacement can be found. The Board may make exceptions to this rule for serious health problems or if a replacement can be found to fill the position being vacated.

The Employee may make a written request for release from contract during the school year or immediately prior to the start of the school year, stating the date of requested release along with the rationale for release. The request should be submitted to the Human Resources office so that a search for a suitable replacement can be initiated. The request for release will be submitted to the Board at the time specified by the employee. If finding a replacement is not imminent, the Human Resources office will advise the person submitting the request that their request for release will be presented to the Board of Trustees for approval the administration will recommend to the Board that the request be approved pending a suitable replacement.

A determination of availability of a suitable replacement, approved by the building principal as per Idaho Code, will be made by the administration before recommendation will be made to the Board that the employee be released from contract. If, in the judgment of the administration, there is not a suitable replacement, and/or if retention of a new employee is not approved by the building principal, recommendation will be made that the Board NOT release the employee from contract.

Should any certificated employee abandon the contract of employment with the District without the prior written release from the contract by the Board, the Board of trustees will report such event to the Professional Standards Commission, alleging that the certificated employee is guilty of unethical practices and has violated the Code of Ethics for Idaho Professional Educators. In addition, should any certificated employee abandon the contract of employment with the District without the prior written release from the contract by the Board, the District and/or Board may, in its discretion, pursue any and all available legal remedies, including damages to recoup all losses caused by such breach of contract, including without limitation costs for substitutes, recruiting, loss of state funding, legal fees, etc.

Classified Personnel

Classified Employees not under contract are expected to give due written notice that will permit the District to conduct a search for a suitable replacement. Generally speaking, the ~~Board~~ District expects a two-week notice.

All resignations should be in writing. ~~Requests for resignation shall be transmitted to the Board as part of the regular personnel report.~~

Any classified personnel who, without approval or without taking leave, does not show up for work for more than three (3) consecutive days will be considered to have abandoned his or her position, and shall be deemed to have resigned.



Legal Reference I.C. § 33-524 Principals to Determine New Staffing
 I.D.A.P.A. 08-02.02.076.09 Code of Ethics for Idaho Professional
 Educators
 I.C. § 72-1366 Personal Eligibility Conditions

Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

Classified employees are ~~District employees who~~ ~~those non-certificated employees who are~~
~~employed by the District or personnel hired in positions which~~ do not require certification.

With the exception of those classified employees specifically hired ~~by the Board~~ as holding a status of not at-will, all classified employees shall be regarded as “at-will” employees and may be dismissed at the will of either party and the employment relationship may be terminated at any time for any or no reason, so long as the same does not violate public policy or violate any other provision of law. Such at-will designation will be included in all job descriptions as mandated by I.C. § 33-517 and related written documentation, should the same be implemented by the District. An employment period, as well as other terms and conditions of employment set forth in a job description and/or written documentation shall not create a property rights as such are included for the specific purpose only of providing notice to the employee of the service and expectations of the District so long as the employment relationship continues.

Classified employees shall have no expectation of continued employment, unless so expressly specified in individual employment contracts ~~by the District’s Board~~. The District reserves the right to change employment conditions affecting the employee’s duties, assignment, supervisor, or grade.

~~The Board shall determine the salary and wages for classified personnel.~~

The grievance procedure for classified employees shall be the procedure set forth in Idaho Code. Classified employees may file a written grievance alleging a violation of current, written District-approved policy, procedure, or employee handbook, a condition or conditions that jeopardize the health or safety of the employee or another, or tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training. However, neither the rate of pay nor the decision to terminate an employee during the initial one hundred and eighty (180) days of employment shall be regarded as a proper grievable matter.



Cross Reference:	3085	Sexual Harassment, Discrimination and Retaliation Policy
	3085P	Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions
	5800P	Classified Employee Grievance Procedure

Legal References: I.C. § 33-517 Non-Certificated Personnel
I.C. § 33-1201 Certificate Required
Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989)

Policy History

ADOPTED: 10/13/14
ISBA

REVISED: