

**POLICY TITLE: Non-Certificated Employees:  
At-Will Employees**

**POLICY NO: 471**

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The board will annually review and determine its staffing needs for non-certificated employees. The board authorizes the superintendent or designee to hire employees to fill open, non-certificated positions in the district, as needed, and create new positions when an emergency arises. Non-certificated personnel will be hired based upon their qualifications for the position.

Non-certificated personnel are at-will employees with no property rights in their employment. Non-certificated personnel are not entitled to any expectations of future employment with the district.

At the time of initial employment, and annually thereafter, all non-certificated employees will receive a letter of appointment. The letter of appointment does not alter the employee's at-will employment status. The letter of appointment is intended to set forth relevant information, including, but not limited to, the non-certificated employee's work schedule, rate of pay, and other benefits; notify the non-certificated employee of the district's requirement that he/she comply with district policy; and notify the employee that the employment is at-will.

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**LEGAL REFERENCE:**

Idaho Code Sections

33-511 – Maintenance of Schools

33-517 – Noncertificated Personnel

**ADOPTED:** September 23, 1998

**AMENDED:** November 16, 2021

## Classified Employee Notice of At-Will Employment Wendell School District No.232

Non-certificated (classified) employees are those persons employed by Wendell School District No. 232, (hereinafter "School District") who are not required to have a teaching certificate to qualify for the position. Non-certificated employees are at-will employees, are not entitled to any expectations of either continuing or future employment with the district, and may be terminated without prior notice or cause at any time.

This Notice of At-Will Employment does not change the non-certificated employee's at-will status; rather, it is intended to provide information pertaining to the work schedule, rate of pay, and benefits, if any. Prior to beginning employment with the School District, the above-named individual has signed Attachment A addressing prior work experience and criminal background. The terms and duties of employment set forth below may change or be terminated at any time.

1. **Terms and Wages.** For the \_\_\_\_\_ school year, the employee is assigned as a \_\_\_\_\_ at \_\_\_\_\_ [school or location]. The employee is expected to report to work at that location for \_\_\_\_\_ hours per day [week][the \_\_\_\_\_ sports season] at the rate of \$\_\_\_\_\_ per hour[season]. The employee is expected to work on school days, as identified by the 200\_ school calendar. [The employee is expected to work for the \_\_\_\_\_ season, beginning \_\_\_\_\_ and continuing through \_\_\_\_\_.] [The employee is expected to work Monday through Friday, with the exception of the School District's Christmas break, spring break, and summer vacation, as identified on the school calendar.] [The employee is expected to work Monday through Friday.] No wages will be earned when the employee is not scheduled to work, unless the hours are specifically authorized by the School District.

Payment will be made monthly [payments will be provided over a 12-month period]. In the event the employee is terminated, he/she will be paid in full for the hours worked, only.

2. **Duties.** The employee agrees to perform such duties at such times and places and in the manner as the School District or its representatives determine, and as set forth in the applicable job description and/or directed by his/her supervisor.
3. **Leave and Holidays.** Each employee regularly working 20 hours or more per week is entitled to sick leave calculated proportionately at one (1) day of leave for every month worked, pursuant to Idaho Code § 33-1216. The employee may be entitled to paid and unpaid leave as set forth in the School District's policies.
4. **Applicable Law, Rules, and Policies.** This at-will employment is subject to the applicable laws of the State of Idaho, the promulgated rules of the State Board of Education, and the policies of the School District, which are incorporated by reference. The employee shall abide by those laws, rules, and policies at all times.

5. **Termination of At-Will Status.** The employee is employed on an at-will basis at the discretion of the School District and this employment may be terminated by either the employee or the employer at any time without prior notice. Nothing provided to the employee is intended to change the employee's at-will status.

DATED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_

By \_\_\_\_\_,  
\_\_\_\_\_, Superintendent  
[Chairman of the Board of Trustees]

cc: Personnel File