

**STATE OF IDAHO: CATEGORY 1 CERTIFIED PERSONNEL CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho ("the District"), and \_\_\_\_\_ ("the Certified Personnel").

**WITNESSETH:**

- 1. The District hereby employs the Certified Personnel pursuant to Section 33-514(2)(a), and 33-514A, Idaho Code, on a limited one school-year basis, solely for the duration of the \_\_\_\_\_ school year, consisting of a period of \_\_\_\_\_ days, and agrees to pay the Certified Personnel for said services a sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of which \_\_\_\_\_ shall be payable on the \_\_\_\_\_ day(s) of the months \_\_\_\_\_, year of \_\_\_\_\_, to \_\_\_\_\_, year of \_\_\_\_\_, inclusive, and such other monetary benefits as accorded to its certificated employees by the District.
- 2. Assignment(s): \_\_\_\_\_ and such other duties as may be assigned by the District for which the Certified Personnel is properly certified and endorsed.
- 3. The parties hereto agree that this is a one-year Contract entered into pursuant to Section 33-514 and 33-514A, Idaho Code, which is limited in duration to the school year set forth above, and that no property rights attach to this Contract beyond the term of this Contract. No further notice is required by the District to terminate the Contract at the conclusion of the school year, and such Contract will automatically terminate at the end of the school year. A full year under this Contract will count towards renewable contract status, in accordance with Section 33-515, Idaho Code.
- 4. The Certified Personnel agrees to perform all assignments made by the District in accordance with the highest professional standards and to have and maintain the legal qualifications required for certification or to teach in the aforesaid grades or subjects during all times that performance is required hereunder.
- 5. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the District which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein.
- 6. Any material false statement knowingly made in the written application for a position with the District shall constitute sufficient ground for voiding this Contract.
- 7. It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this Contract.
- 8. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of a Master Contract, if any, applicable for the same school year as this Contract, including, but not limited to, amendments or modifications made pursuant to Section 33-522, Idaho Code.

IN WITNESS WHEREOF the District has caused this Contract to be executed in its name by its proper officials and the Certified Personnel has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES), STATE OF IDAHO

\_\_\_\_\_ CERTIFIED PERSONNEL

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ SUPERINTENDENT OR CLERK

*This contract form was prepared pursuant to Section 33-513, Idaho Code, and approved by the State Superintendent of Public Instruction. Any other form must be approved by the State Superintendent and reviewed for reapproval every three years.*

**STATE OF IDAHO: CATEGORY 2 CERTIFIED PERSONNEL CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho ("the District"), and \_\_\_\_\_ ("the Certified Personnel").

**WITNESSETH:**

- 1. The District hereby employs the Certified Personnel pursuant to Section 33-514(2)(b), Idaho Code, for the duration of the \_\_\_\_\_ school year, consisting of a period of \_\_\_\_\_ days, and agrees to pay the Certified Personnel for said services a sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of which \_\_\_\_\_ shall be payable on the \_\_\_\_\_ day(s) of the months \_\_\_\_\_, year of \_\_\_\_\_ to \_\_\_\_\_ year of \_\_\_\_\_, inclusive, and such other monetary benefits as accorded to its certificated employees by the District.
- 2. Assignment(s): \_\_\_\_\_ and such other duties as may be assigned by the District for which the Certified Personnel is properly certified and endorsed.
- 3. The Certified Personnel agrees to perform all assignments made by the District in accordance with the highest professional standards and to have and maintain the legal qualifications required for certification or to teach in the aforesaid grades or subjects during all times that performance is required hereunder.
- 4. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the District which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein, and that no property rights attach to this Contract beyond the term of this Contract.
- 5. A full year under this Contract will count towards renewable contract status, in accordance with Section 33-515, Idaho Code.
- 6. Any material false statement knowingly made in the written application for a position with the District shall constitute sufficient ground for voiding this Contract.
- 7. It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this Contract.
- 8. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of a Master Contract, if any, applicable for the same school year as this Contract, including, but not limited to, amendments or modifications made pursuant to Section 33-522, Idaho Code.

IN WITNESS WHEREOF the District has caused this Contract to be executed in its name by its proper officials and the Certified personnel has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES), STATE OF IDAHO

\_\_\_\_\_ CERTIFIED PERSONNEL

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ SUPERINTENDENT OR CLERK

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**STATE OF IDAHO: CATEGORY 3 CERTIFIED PERSONNEL CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho ("the District"), and \_\_\_\_\_ ("the Certified Personnel").

**WITNESSETH:**

- 1. The District hereby employs the Certified Personnel pursuant to Idaho Code § 33-514(2)(c) for the duration of the \_\_\_\_\_ school year, consisting of a period of \_\_\_\_\_ days, and agrees to pay the Certified Personnel for said services a sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of which \_\_\_\_\_ shall be payable on the \_\_\_\_\_ day(s) of the months \_\_\_\_\_, year of \_\_\_\_\_ to \_\_\_\_\_ year of \_\_\_\_\_, inclusive, and such other monetary benefits as accorded to its certificated employees by the District.
- 2. Assignment(s): \_\_\_\_\_ and such other duties as may be assigned by the District for which the Certified Personnel is properly certified and endorsed.
- 3. The Certified Personnel agrees to perform all assignments made by the District in accordance with the highest professional standards and to have and maintain the legal qualifications required for certification or to teach in the aforesaid grades or subjects during all times that performance is required hereunder.
- 4. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the District which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein, and that no property rights attach to this Contract beyond the term of this Contract and the non-renewal procedures provided in Section 33-514(2)(c) Idaho Code.
- 5. A full year under this Contract will count towards renewable contract status, in accordance with Section 33-515, Idaho Code.
- 6. Any material false statement knowingly made in the written application for a position with the District shall constitute sufficient ground for voiding this Contract.
- 7. It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this Contract.
- 8. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of a Master Contract, if any, applicable for the same school year as this Contract, including, but not limited to, amendments or modifications made pursuant to Section 33-522, Idaho Code.

IN WITNESS WHEREOF the District has caused this Contract to be executed in its name by its proper officials and the Certified personnel has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES) STATE OF IDAHO

\_\_\_\_\_ CERTIFIED PERSONNEL

\_\_\_\_\_ CHAIRMAN BOARD OF TRUSTEES

Attest: \_\_\_\_\_ SUPERINTENDENT OR CLERK

*This contract form was prepared pursuant to Section 33-513, Idaho Code, and approved by the State Superintendent of Public Instruction. Any other form must be approved by the State Superintendent, and reviewed for reapproval every three years.*

**STATE OF IDAHO: RENEWABLE CERTIFIED PERSONNEL CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho ("the District"), and \_\_\_\_\_ ("the Certified Personnel").

**WITNESSETH:**

- 1. The District hereby employs the Certified Personnel pursuant to Section 33-515, Idaho Code, for the duration of the \_\_\_\_\_ school year, consisting of a period of \_\_\_\_\_ days, and agrees to pay the Certified Personnel for said services a sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of which \_\_\_\_\_ shall be payable on the \_\_\_\_\_ day(s) of the months \_\_\_\_\_, year of \_\_\_\_\_ to \_\_\_\_\_ year of \_\_\_\_\_, inclusive, and such other monetary benefits as accorded to its certificated employees by the District.
- 2. Assignment(s): \_\_\_\_\_ and such other duties as may be assigned by the District for which the Certified Personnel is properly certified and endorsed.
- 3. The Certified Personnel agrees to perform all assignments made by the District in accordance with the highest professional standards and to have and maintain the legal qualifications required for certification or to teach in the aforesaid grades or subjects during all times that performance is required hereunder.
- 4. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the District which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein.
- 5. Any material false statement knowingly made in the written application for a position with the District shall constitute sufficient ground for voiding this Contract.
- 6. The District Board of Trustees may terminate or reduce the full-time equivalency status of this contract upon conclusion of the school year stated in Section 1 of this contract, without owing any further compensation, in the event that the Board institutes a reduction in force pursuant to Section 33-522A, Idaho Code, resulting in the termination or reduction of the employment relationship between the District and the Certified Personnel.
- 7. It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this Contract.
- 8. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of a Master Contract, if any, applicable for the same school year as this Contract, including, but not limited to, amendments or modifications made pursuant to Section 33-522, Idaho Code.

IN WITNESS WHEREOF the District has caused this Contract to be executed in its name by its proper officials and the Certified Personnel has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES), STATE OF IDAHO

\_\_\_\_\_ CERTIFIED PERSONNEL

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ SUPERINTENDENT OR CLERK

This contract form was prepared pursuant to Section 33-513, Idaho Code, and approved by the State Superintendent of Public Instruction. Any other form must be approved by the State Superintendent, and reviewed for reapproval every three years.

**STATE OF IDAHO: RETIRED CERTIFIED PERSONNEL CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho ("the District"), and \_\_\_\_\_ ("the Certified Personnel"), provided that the Certified Personnel certifies that he or she has not received any state-funded early retirement benefit. Past receipt of such benefit makes the Certified Personnel ineligible for employment in a certificated capacity, pursuant to Section 33-1004H, Idaho Code, and automatically renders this Contract null and void.

**WITNESSETH:**

- 1. The District hereby employs the Certified Personnel pursuant to Section 33-1004H, Idaho Code, on a limited on school-year at-will basis, solely for the duration of the \_\_\_\_\_ school year, consisting of a period of \_\_\_\_\_ days, and agrees to pay the Certified Personnel for said services a base sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of which \_\_\_\_\_ shall be payable on the \_\_\_\_\_ day(s) of the months \_\_\_\_\_, year of \_\_\_\_\_ to \_\_\_\_\_ year of \_\_\_\_\_, inclusive, and such other benefits as indicated herein.
- 2. Assignment(s): \_\_\_\_\_ and such other duties as may be assigned by the District for which the Certified Personnel is properly certified and endorsed.
- 3. The parties hereto agree that this is a one-year Contract entered into pursuant to Section 33-1004H, Idaho Code, which is limited in duration to the school year set forth above, and that no property rights attach to this Contract beyond the term of this Contract. No further notice is required by the District to terminate the Contract at the conclusion of the school year, and such Contract will automatically terminate at the end of the school year.
- 4. The Certified Personnel will accrue one (1) day of sick leave per month of the contract period. Sick leave will \_\_\_\_ will not \_\_\_\_ accumulate beyond the contract period for use in subsequent contracts entered into with the District by the Certified Personnel. No sick leave accrued pursuant to this Contract shall qualify for the unused sick leave benefit as provided in section 33-1228, Idaho Code.
- 5. The District will provide the following benefits to the Certified Personnel during the contract period:  
 \_\_\_\_ Health Insurance    \_\_\_\_ Life Insurance    \_\_\_\_ Other ( \_\_\_\_\_ )
- 6. The Certified Personnel agrees to perform all assignments made by the District in accordance with the highest professional standards and to have and maintain the legal qualifications required for certification and/or to teach the assigned grades or subjects during all times that performance is required hereunder.
- 7. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the District which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein.
- 8. Any material false statement knowingly made in the written application for a position with the District shall constitute sufficient ground for voiding this Contract.
- 9. It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this Contract.

This contract form was prepared pursuant to Section 33-513, Idaho Code, and approved by the State Superintendent of Public Instruction. Any other form must be approved by the State Superintendent, and reviewed for reapproval every three years.

10. The terms of this Contract are separate and apart from, and do not include or incorporate, any terms of any Master Contract.

IN WITNESS WHEREOF the District has caused this Contract to be executed in its name by its proper officials and the Certified personnel has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES), STATE OF IDAHO

\_\_\_\_\_ CERTIFIED PERSONNEL

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ SUPERINTENDENT OR CLERK

**STATE OF IDAHO: SUPERINTENDENT CONTRACT**

THIS CONTRACT, Made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho in \_\_\_\_\_ County(ies), State of Idaho (hereinafter called the District), and \_\_\_\_\_ (hereinafter called the Superintendent),

**WITNESSETH:**

- 1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho in \_\_\_\_\_ County(ies), State of Idaho, for a period of \_\_\_\_\_ years (twelve months per year), beginning \_\_\_\_\_, in the year of \_\_\_\_\_, and extending to June 30 in the year of \_\_\_\_\_, at a salary of \_\_\_\_\_ (\$ \_\_\_\_\_) the first year, with \_\_\_\_\_ (\$ \_\_\_\_\_) increment for each of the succeeding years until this Contract has been fulfilled. Said salary shall be paid in equal monthly installments on the \_\_\_\_\_ day of each month for such services, the first payment to be made on \_\_\_\_\_ in the year of \_\_\_\_\_.
- 2. In consideration of the promises and agreement of the District hereinbefore recited, the Superintendent agrees to assume the duties of Superintendent of Schools at \_\_\_\_\_, Idaho on \_\_\_\_\_ in the year of \_\_\_\_\_, and to faithfully perform and discharge the same to the best of his/her ability as directed by the Board of Trustees, and to comply with the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education, and such regulations, directives and policies as the Board of Trustees may legally prescribe which are, by reference, incorporated in and made a part of this contract as though fully set forth herein.
- 3. It is further agreed that the Superintendent will have authorization to attend, at District expense, all meetings of the State Board of Education or the State Superintendent of Public Instruction to which the Superintendent is invited, and that the Board of Trustees will adopt policies pertaining to attendance at other professional meetings and conferences including expenses of travel.
- 4. It is hereby mutually stipulated and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, otherwise than is herein expressly stated, and that no property rights attach to this Contract beyond the term of this Contract.
- 5. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of any negotiated agreement between the parties as long as those terms do not conflict with the terms of this Contract.

IN WITNESS WHEREOF the District has caused this instrument to be executed in its name by its proper officials and the Superintendent has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES), STATE OF IDAHO

\_\_\_\_\_ SUPERINTENDENT

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ CLERK, BOARD OF TRUSTEES

This contract form was approved by the State Superintendent of Public Instruction. Any other form must be approved by the State Superintendent and reviewed for reapproval every three years. A "Benefits Addendum" approved by the district board of trustees shall be attached to the contract.

**STATE OF IDAHO: STANDARD ADMINISTRATOR CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, by and between \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_, Idaho ("the District"), and \_\_\_\_\_ ("the Administrator").

**WITNESSETH:**

1. That the District hereby employs said Administrator to perform the duties of \_\_\_\_\_ so designated by the District and to perform such other duties as specified by the District at any time during the term hereof, provided that the Administrator is properly certified and endorsed to perform said duties for a period of \_\_\_\_\_ years (\_\_\_\_\_ months or days per year), beginning in the month and day of \_\_\_\_\_, year of \_\_\_\_\_, through the month and day of \_\_\_\_\_, year of \_\_\_\_\_, at a base salary of \_\_\_\_\_ (\$ \_\_\_\_\_) per year, plus any additional annual increments, and such other monetary benefits accorded by the District to employees under contract for this position which may be described in a separate addendum. Said salary shall be paid in equal monthly installments in the amount of \$ \_\_\_\_\_ on the \_\_\_\_\_ day(s) of each month beginning in \_\_\_\_\_, year of \_\_\_\_\_, to \_\_\_\_\_, year of \_\_\_\_\_, inclusive.
2. In consideration of the promises and agreement of the District herein before recited, the Administrator agrees to assume the duties above recited at \_\_\_\_\_, Idaho on \_\_\_\_\_, in the year \_\_\_\_\_, and to faithfully perform and discharge the same to the best of his/her ability and as directed by the District and to comply with the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education, and such regulations, directives and policies as the Board of Trustees may legally prescribe which are, by reference, incorporated in and made a part of this agreement the same as if set forth herein.
3. The District shall review this Contract during the \_\_\_\_\_ year of performance hereunder to consider employing the Administrator beyond the last year designated in this contract. If the District elects to employ the Administrator beyond the last year designated in this Contract, it shall offer the Administrator a new Contract that reflects the new terms of employment, unless one of the parties notifies the other party by the sooner of the date this Contract expires or the July 1<sup>st</sup> following the last school year of employment under this Contract, of the intent to discontinue employment.
4. It is hereby mutually stipulated and agreed by and between the parties hereto that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, otherwise than is herein expressly stated, and that no property rights attach to this Contract beyond the term of this Contract.
5. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of any negotiated agreement between the parties as long as those terms do not conflict with the terms of this Contract.

IN WITNESS WHEREOF the District has caused this Contract to be executed in its name by its proper officials and the Administrator has executed the same all on the date first above written.

\_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ in \_\_\_\_\_ COUNTY(IES), STATE OF IDAHO

\_\_\_\_\_ ADMINISTRATOR

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ SUPERINTENDENT OR CLERK