



# Regulation 0401-18

## Certificated Personnel

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### Certified Personnel Transfers

#### Voluntary Transfers

Building positions are filled on the basis of the certified personnel's certification and endorsements. An open position is defined as a position unfilled after the building's master schedule is completed. All open positions will be posted on the district's web page under "Join Our Team".

1. Voluntary Transfer applicants interested in moving from one building to another, must log onto the district's online application system, attach a current resume and cover letter to the internal application and apply for transfer to the specified job within the seven (7) day vacancy posting. Internal applications without a resume and cover letter, or who apply for multiple internal positions and decline more than three (3) interviews/offers, may be rejected.
2. A transfer request does not facilitate a request to change one's assignment from teacher to counselor, teacher to administrator or to any other specialized assignment.
3. If there are five (5) or fewer transfer applicant requests to be considered for an opening, a hiring manifest consisting of voluntary transfer applicants and other qualified applicants from the Involuntary Transfer pool and/or general applicant pool will be created by the Human Resources Department. If there are five (5) or more transfer applicants to be considered for an opening, transfer applicants will be placed as priority on the hiring manifest. The three highest ranked external applicants may be included on this hiring manifest.
4. If there are more than seven (7) transfer applicants for any one position, a minimum of seven (7) applicants from the Voluntary Transfer List or Involuntary Transfer pool will be placed on the hiring manifest for any one open position. If more than one position for which the applicant is qualified is available at a building, a single interview will suffice.
5. Teachers on an improvement plan or probation can only be considered for transfer if both principals agree to the transfer. The improvement plan will be reviewed and may be modified by the new principal and/or the improvement team.
6. None of the provisions of the voluntary transfer will be applicable after the third (3rd) Friday in July for the following school year.

#### Involuntary Transfers

The involuntary transfer procedure applies to personnel identified as certified personnel in excess of FTE allocation in a given school, department/content certification within department, or program (i.e, special education, Gifted and Talented, Federal Programs, Math, ELA, etc). This procedure only applies when a certified personnel member must transfer to another

building. Elementary involuntary transfers will give priority consideration to like-grade levels (i.e., K – 2, 2 – 4, 4 – 5). Certified personnel placement within a building is at the principal's discretion.

1. Nothing in this policy prohibits voluntary transfers from occurring if the person holding the eliminated position followed the voluntary transfer procedures as described above, so long as it applies prior to the third (3rd) Friday of July.
2. Involuntary transfers will be placed at a school with an available vacancy that aligns with their teaching endorsement. Grade levels will also be taken into consideration.

Involuntary transfers may include the reassignment of personnel, regardless of any reduction in FTE, when necessary to meet the needs of the district or individual schools.

## **Involuntary Transfer Procedure**

When the District determines that there is a surplus of certificated staff in a building, the person with the least building seniority in the identified surplus certification area will be transferred to another school in the district where there is an appropriate vacancy. For elementary schools, if it is in the best interest of students and teacher success, grade level seniority and grade level vacancies will receive priority consideration when determining placement. If a tiebreaker is required, district seniority will take precedence. In the event of a tie in district seniority, the date of initial job acceptance will be used.

## **Building Seniority Defined**

Building seniority is defined as continuous years in a building with the following exceptions:

1. Employees transferring to another building in the district shall be credited with as much as three (3) years of their district experience to be applied to their building seniority.
2. Employees that have contract or health leave and return to the same building will retain their years of service in the building.

## **New Schools**

When opening a new school, the following criteria will apply:

1. No more than 40% of certified personnel from any one grade level (K-6), department (7-12), or program (K-12) within an existing school may transfer to the new school if there are three (3) or more personnel currently assigned.
2. No more than 50% of certified personnel from any one grade level (K-6), department (7-12), or program (K-12) within an existing school may transfer to the new school if there are two (2) personnel currently assigned.
3. 100% of certified personnel from any one grade level (K-6), department (7-12), or program (K-12) within an existing school may transfer to the new school if there is only one (1) personnel currently assigned.

Exceptions to the above criteria will be determined by the Chief Human Resources Officer due to extenuating circumstances.

## **Assignments/Certification**

In the event a certificated personnel must be placed in a certification area for which they are certified but has not had teaching experience or major preparation, they will have the opportunity to request a different assignment the following year by following the voluntary transfer process.

Personnel shall not be assigned to a position outside the area(s) authorized by certification requirements of the Idaho Department of Education. If no appropriate vacancy is available for a person on the involuntary transfer list, then personnel will be placed in a position they are qualified for as the individual's primary assignment will be initiated.

## **Secondary School Exceptions**

Personnel assigned as head coaches, choir, band, cheerleading, student council, drama, debate, speech, newspaper, yearbook, drill team, athletic trainer in the secondary schools and middle school athletic/activity coordinator shall be exempt from this regulation and will continue to be assigned by the Chief Human Resources Officer.

## **Certificated Personnel Scholarship Program**

Certified personnel currently under contract may apply to the District for reimbursement. The District will pay up to \$65.00 per credit for the tuition for courses taken for re-certification and/or for courses taken to fulfill a degree program. A maximum of \$1,000.00 per certified personnel per year will be distributed. Scholarship reimbursement is provided for the cost of credits only, not books or fees. Claims for reimbursement should be submitted as soon as the final grades are posted. Funds will be distributed on a first come first serve basis. To receive the reimbursement payment the personnel must provide copies of the class description, proof of successful completion, and receipts showing expenses incurred. June classes will be eligible for reimbursement during the next school year. When the budget for scholarship is exhausted, no additional funds will be paid for the remainder of the fiscal year.

## **Meetings and Trainings**

General faculty meetings, whether operational or instructional focused, convened by the administration, may be scheduled during school hours. Meetings are intended to support professional growth, collaboration, and alignment with district goals and priorities.

Trainings and faculty meetings may cover a range of topics, including but not limited to:

- Curriculum updates
- Instructional best practices
- Data-driven response
- Operations, safety protocols and emergency preparedness
- Compliance with state and federal education mandates
- Technology integration and training
- Policy change and application in schools

Attendance is expected unless otherwise specified, and personnel are encouraged to engage actively and contribute professionally.

## **Certified Personnel Student Teachers**

Qualified students of an institution of higher learning who are registered for practice teaching at the elementary or secondary level may use district schools for classes in observation and practice teaching.

The practice teaching program shall be under the supervision of the Administrator of Recruitment and Retention.

College instructors in charge of teacher training are granted the privilege of visiting student teachers working in the district schools, at a time selected by the supervisory instructor.

The Administrator of Recruitment and Retention will develop student teaching training procedures with the individual in charge of teacher training in each institution of higher learning.

## Assignment Of Student Teachers

A maximum of one (1) student per teacher per year is recommended. Teachers wishing more than one (1) student teacher a year will consult their principal to determine whether or not this is advantageous.

The principal shall consult with teacher well in advance of assigning a student teacher.

## Fingerprinting/Criminal Records Check

All student teachers are required to submit to the Federal Bureau of Investigation and Idaho State Department of Education, criminal background history records and fingerprinting prior to starting their assignment.

The Administration believes that it is most desirable for a certificated, non-administrative personnel and the principal or supervisor to resolve problems through free and informal communication prior to initiating the grievance process.

The purpose of this process is to secure equitable solutions to problems which may, from time to time, arise and cannot be resolved informally. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

## Certified Grievance Procedure

### Definitions

A **grievance** shall be defined as a written allegation of a violation of Idaho State Code, the Negotiated Agreement, a violation of current Board approved written district policy, or Administrative Regulation directly impacting certified personnel. Certificated personnel may not grieve a written evaluation.

A **day**, as used in this grievance procedure for certificated personnel, shall be defined as a working calendar day for certificated personnel. If the grievance extends beyond the regular school year, a **day** means any day, Monday through Friday, exclusive of holidays.

### Guidelines

If a certificated personnel chooses to file a grievance, the personnel shall submit the grievance in writing to the Human Resources Director. This must be completed within fifteen (15) days of the personnel action giving rise to the grievance, or no grievance will be processed in accordance with this policy. A written grievance shall meet the following specifications:

- It shall be specific.
- It shall contain a synopsis of the facts giving rise to the violation of Idaho State Code, the Negotiated Agreement, current Board approved written district policy, or Administrative Regulation.
- It shall contain the specific section of Idaho State Code, the Negotiated Agreement, current Board approved written district policy, or Administrative Regulation which has allegedly been violated.
- It shall state the relief requested.
- It shall contain the date of the alleged violation.
- It shall be signed by the certificated personnel filing the grievance.

The Human Resources Director shall review the written grievance with the immediate supervisor and schedule a meeting with the certificated personnel filing a grievance within five (5) days of receipt of the written grievance to provide a verbal and written response.

If the certificated personnel is not satisfied with the response of the Human Resources Director or if there is no response within the timelines, the personnel may appeal the grievance to the Chief Human Resources Officer. This must be done within five (5) days of the meeting to provide a verbal and written response or within five (5) days from the date the Human Resources Director last had to respond if the certificated personnel received no verbal or written response. Failure to meet this time limitation will result in the conclusion of the processing of the grievance and no further action will be taken.

Within five (5) days of an appeal, the Chief Human Resources Officer shall communicate with the certificated personnel and shall provide a written response to the certificated personnel. If the certificated personnel is not satisfied with the response of the Chief Human Resources Officer, or if there is no response by the Chief Human Resources Officer within the time frame provided in this section, the certificated personnel may request a review of the grievance by a hearing panel within six (6) days from receipt of the response, or six (6) days from the date the Chief Human Resources Officer last had to respond if the certificated personnel received no written response. Within ten (10) days of receipt of an appeal, a panel will be gathered consisting of three (3) persons; one (1) designated by the Superintendent, one (1) designated by the personnel, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Within ten (10) days following completion of the review, the panel shall submit its decision in writing to the certified personnel, the Superintendent, and the Board of Trustees.

The panel's decision shall be the final and conclusive resolution of the grievance unless the Board of Trustees considers the matter on the assent of the Board Chair or two Trustees. If the grievant wishes to appeal the panel's decision to the Board of Trustees, the grievant shall submit a request to the Board Clerk for consideration within six (6) days from notification of the panel's decision. If the Board declines to consider the appeal, the panel's decision is final.

## **Representation**

A certificated personnel filing a grievance shall be entitled to a representative of the personnel's choice at each step of the grievance procedure. The immediate supervisor, Human Resources Director, or Chief Human Resources Officer shall also be entitled to a representative at each step of the grievance process.

## **Timelines**

The timelines of the grievance process may be waived or modified by written mutual agreement.

## **Legal Appeal**

Utilization of the grievance process shall not constitute a waiver of any right of appeal available pursuant to law or regulation.

## **Retaliation**

No member of the Administration shall take reprisals affecting the employment status of any party in interest, unless such individual, through the use of the grievance process, is discovered to have engaged in conduct which justifies disciplinary action (i.e. the person against whom a grievance was filed has engaged in inappropriate conduct which served as the subject matter of the grievance). The grievant likewise shall take no reprisals against any individual involved in the grievance process.

## **Revision**

The District will work collaboratively with the association should a revision to this Administrative Regulation be necessary.