

Liberty Charter School

PERSONNEL

5000

Board Goal/Personnel

The human resources of Liberty Charter School are valuable and significant in creating an effective educational program and learning environment. The Governing Board recognizes that schools function most efficiently and successfully when highly qualified individuals are employed to staff the needs of Liberty Charter School. Opportunities for staff development, including staff development in the Harbor School Method™, should be provided periodically. The Board further recognizes the importance of supervision as specifically defined by the Harbor School Method™, as a necessary, ongoing function of the Charter School's Administrator. The Board seeks to promote an efficient and positive school climate in all educational endeavors, in order that students may work toward their greatest potential, and the community will be proud of its investment.

Nothing contained in the policies or administrative procedures included herein is intended to limit the legal rights of the Board or its agents except as expressly stated.

Should any provision of Board policy or administrative procedure be held to be illegal by a court of competent jurisdiction, all remaining provisions shall continue in full force and effect.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5100

Hiring Process and Criteria

The Principal is responsible for recruiting personnel, in compliance with Board policy, and making hiring recommendations to the Board. Educational support personnel applicants are initially screened by the Principal. Liberty Charter School shall hire highly qualified personnel, consistent with budget and staffing requirements, and shall comply with Board policy and state law on equal employment opportunities. All applicants must complete a Liberty Charter School application form in order to be considered for employment and must also go through the screening process outlined in Idaho Code 33-1210. See 5100P.

Each person hired by Liberty Charter School will undergo a criminal history check consistent with Idaho law. Each newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law. There will be no discrimination in the hiring process. See Policy 5120.

As required in Idaho Code 65-505, Liberty Charter School will observe preference for veterans and disabled veterans when considering hiring employees to fill vacancies, selecting new employees, or implementing a reduction in force.

Certification of Professional Personnel

Liberty Charter School shall require that its contracted certificated staff hold a valid Idaho certificate endorsed for the role and responsibilities for which they are employed. All certificated professional employees must be employed on a written contract in the form approved by the State Superintendent of Public Instruction. Liberty Charter School will withhold the salary of any certificated professional employee who does not hold a valid certificate.

Upon receipt of a proposed contract for the ensuing school year, the person shall deliver the signed contract to the Liberty Charter School within 10 (days) of receipt of the same. Delivery of a contract may be made only in person or by certified mail, return receipt requested. Should any person refuse to acknowledge receipt of a contract or not return a signed contract to Liberty Charter School within the time period set forth herein, the Charter School may declare the position vacant and offer the contract to another person.

The personnel office will retain a copy of each contracted certificated employee's valid certificate in the employee's personnel file.

Cross Reference: 5110
5500

Fingerprinting and Criminal Background Investigations
Personnel Files

Legal Reference: I.C. § 33-130 Criminal history checks for school district employees or applicants for certificates
I.C. § 33-512 Governance of schools
I.C. § 33-513 Professional personnel
I.C. § 33-1210 Information on past job performance

Policy History:

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Liberty Charter School

PERSONNEL

5100F1

Liberty Charter School
 9955 Kris Jensen Lane
 Nampa, ID 83686
 208-466-7952
 Fax: 208-466-7961

**AUTHORIZATION FOR RELEASE OF INFORMATION ON PAST
 EMPLOYMENT WITH SCHOOL EMPLOYERS
 IDAHO CODE 33-1210**

Idaho Law requires Applicants for any position at any Idaho Public School to allow the hiring School Employer to obtain a copy of past public school employer personnel file materials and other documentation relating to the performance of the Applicant when such Applicant was employed by any other public school, whether in Idaho or any other state.

Before hiring an Applicant for any position, Liberty Charter School must request the Applicant sign this form. Should the Applicant refuse or fail to sign this form, Liberty Charter School is not permitted to hire the Applicant for any position. This authorization does not limit any employer from seeking additional information or disclosures from any Applicant.

This form:

1. Authorizes current or past public school employers of the Applicant/undersigned on this form, including Applicants outside of the State of Idaho, to release to Liberty Charter School all information relating to the job performance and/or job related conduct of the Applicant and make available to the hiring School copies of all documents in the previous employer's personnel file, investigative file or other files relating to the job performance of the Applicant; and
2. Releases the Applicant's/undersigned's current and past employers, and employees acting on behalf of the employer, from any liability for providing the above-mentioned information.

§ 33-1210 RELEASE:

I understand that the above requirements are a condition of my obtaining employment with Liberty Charter School and I consent to my current and former employers, both inside and outside the State of Idaho, upon receipt of this signed authorization, to comply with Idaho law. I further consent that such authorization may be provided to Liberty Charter School via electronic means.

 Signature of Applicant

 Date

 Printed Name of Applicant

 Identifying Employee Number/Name of Applicant or other Identifying
 Information for Past Employer

*Information obtained through the use of this Release will be used only for the purpose of evaluating the qualifications of the Applicant for employment. This information will not be disclosed in any manner other than as provided by Statute.

*A copy of this Release and all information obtained through use of this Release will be placed into the Applicant's Personnel File with Liberty Charter School upon employment of the Applicant, if any.

*An Applicant's failure to disclose any former School employer, whether within or outside of the State of Idaho, will serve as the basis for immediate termination and, for certificated personnel, may also result in the Liberty Charter School's reporting of the individual to the Idaho Professional Standards Commission for a potential violation of the Code of Ethics for Professional Educators.

*By accepting an executed copy of this form, Liberty Charter School makes no guaranty or promise of employment to the Applicant. Further, the hiring School may employ the Applicant on a conditional basis pending review of information gathered pursuant to this Release. Such conditional employment is not a guarantee or promise of continued employment with Liberty Charter School for any length of time or pursuant to any additional conditions.

Policy History:

Adopted on: 1/5/2012

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Liberty Charter School

PERSONNEL

5100F2

<p>Liberty Charter School 9955 Kris Jensen Lane Nampa, ID 83686 208-466-7952 Fax: 208-466-7961</p>

REQUEST TO EMPLOYER

IDAHO CODE 33-1210

Idaho Code 33-1210 requires all Idaho School employers to obtain past School employer performance information regarding any individual they are considering for hire, with regard to any position at an Idaho Public School. Specifically, the code section language states:

Before hiring an applicant, a School shall request, in writing, electronic or otherwise, the Applicant’s current or past employers, including out-of-state employers, to provide the information described in subsection (2)(a) of this section, if any.

The aforementioned subsection (2)(a) of the statute requires Applicants to sign a statement “authorizing the applicant’s current and past employers [meaning school employers], including employers outside of the State of Idaho, to release to the hiring School all information relating to the job performance and/or job related conduct, if any, of the applicant and making available to the hiring School copies of all documents in the previous employer’s personnel, investigative, or other files relating to the job performance by the Applicant.”

Enclosed please find a copy of the signed Authorization for Release of Information from _____, an Applicant for employment with Liberty Charter School. This individual has identified your School as a prior employer. Accordingly, we are requesting that you please provide to Liberty Charter School a copy all information relating to this individual’s performance as an employee with your School. In accordance with the terms of the statute in question, we request receipt of this information within twenty (20) business days after receipt of this request. This information may be sent either as written documentation or in electronic format. We would request that you advance this information to:

[Insert Charter School Contact Information Here]

It should be noted that this statute provides that any School or employee acting on behalf of the School, who in good faith discloses information pursuant to this section either in writing, printed material, electronic material or orally is immune from civil liability for the disclosure. An employer is presumed to be acting in good faith at the time of the disclosure under this section unless the evidence establishes one (1) or more of the following: (a) that the employer knew the information disclosed was false or misleading; (b) that the employer disclosed the information with reckless disregard for the truth; (c) that the disclosure was specifically prohibited by a state or federal statute.

Should you have any questions regarding this matter, please contact:
_____ at the above contact information.

Policy History:

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Liberty Charter School

PERSONNEL

5100F3

Liberty Charter School
 9955 Kris Jensen Lane
 Nampa, ID 83686
 208-466-7952
 Fax: 208-466-7961

REQUEST FOR VERIFICATION OF CERTIFICATE STATUS

Attn: Christina P. Linder
 Director of Certification/Professional Standards
 Idaho State Department of Education
 650 W. State Street
 P.O. Box 83720
 Boise, ID 83720-0027

Pursuant to § 33-1210(5), Idaho Code, Liberty Charter School is seeking information regarding the following individual:

Name of Applicant _____
 D.O.B.: _____

Specifically, pursuant to the above-referenced statute, Liberty Charter School is seeking the following information in order to address a hiring decision:

1. Certificate Status.
2. The existence of any past findings or complaints relating to violations of the Code of Ethics for Professional Educators.
3. The existence of any current complaints or investigations relating to alleged violations of the Code of Ethics for Professional Educators.
4. Any information relating to job performance as defined by the State Board of Education, pursuant to Subsection (11) of Idaho Code 33-1210, for any applicants for certificated employment.

Liberty Charter School would greatly appreciate it if this information could be advanced to the attention of Rebecca Stallcop on or before the _____ day of _____ in order to allow a timely decision as to employment matters. This information may be mailed at the above address or sent via electronic format to: rebeccastallcop@libertycharterschool.com.

Sincerely,

Rebecca Stallcop
Administrator
Liberty Charter School

Policy History:

Adopted on: 1/5/2012

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Liberty Charter School

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5100P

Procedures for Obtaining Personnel Records for Applicants

1. Before hiring an applicant for employment in a certificated or non-certificated position Liberty Charter School shall have the applicant sign the statement/release (form 5500F1) and provide a list of their previous school employers (the list may be obtained via resume or application). Liberty Charter School will not hire an applicant who refuses or fails to sign the statement/release.
2. The signed statement/release will then be sent by Liberty Charter School to all of the applicant's current or past, in state or out of state, school employers along with a request for information relating to job performance and/or job related conduct (form 5100F2). Note – Liberty Charter School does not have to request the information for all applicants. Liberty Charter School only has to request the information for the top applicant(s) for the position.
3. Liberty Charter School may follow up with current or past school employers if the information requested has not been received within thirty (30) days from the date the request was sent. Liberty Charter School may hire non-certificated applicants on a conditional basis pending receipt of the information requested. Applicants shall not be prevented from being hired if an out of state current or past school employer refuses to comply with the request. Liberty Charter School will attempt to obtain a written refusal along with the reason for the refusal from the non-compliant out of state school employer. The written refusal shall be kept as a part of the applicant's file.
4. Liberty Charter School shall also request State Department of Education verification of certification status as well as any past or pending violations of the Professional Code of Ethics and information related to the job performance of the applicants for any certificated position (form 5100F3).
5. Liberty Charter School shall use information received from applicant's current or past employers only for the purposes of evaluating an applicant's qualifications for employment in the position for which the applicant has applied. No Board member or Charter School employee shall disclose the information received to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

Cross Reference:	5100	Hiring Process and Criteria
	5100F1	Authorization for Release of Information Form
	5100F2	Request to Employer Form
	5100F3	Request for Verification of Certificate Form

Legal Reference: I.C. § 33-1210 Information on past job performance

Policy History:

Adopted on: 1/5/2012

Revised on:

Reemployment of Certificated Employees

Definitions

Non-Renewable Contract Certificated Employees

Non-renewable contracts shall be issued at the sole discretion of the Governing Board.

Category A Certificated Employees--Certificated personnel hired on a limited one-year contract as provided in I.C. § 33-514.

Category B Certificated Employees—Certificated personnel in the fourth or greater years of continuous employment within the same school as provided in I.C. § 33-514 and who, at the sole discretion of the Board, are eligible to be offered a two (2) year contract. The Board, at its sole discretion, may add an additional year to such a contract upon the expiration of the first year.

Renewable Contract Certificated Employees

Only certificated employees that attained renewable contract status prior to January 31, 2011 shall be employed on a grandfathered renewable contract and shall have the right to continued automatic renewal of their employment contract.

Liberty Charter School shall have the option to grant renewable contract status when it hires a certificated employee who has been on a renewable contract with another Idaho school. Alternatively, Liberty Charter School can place the certificated employee on a Category A or B contract. A certificated employee hired with previous out-of-state experience shall not be eligible for a renewable contract.

Notice

1. **Category A Certificated Employees**
Category A Certificated Employees' contract is a limited one year contract for certificated personnel in their first or greater year of continuous employment with the same school district. Upon a decision by the Board not to reemploy the person for the following year, the certificated employee shall be provided a written statement of reasons for non-reemployment by no later than July 1st.
2. **Category B Certificated Employees**
Category B Certificated Employees shall be provided a written statement of reason for non-reemployment by no later than July 1st.

Category B Certificated Employees shall, upon written request, be given the opportunity for an informal review of such decision by the Board of Directors. The parameters for the informal review will be determined by Liberty Charter School.

3. Grandfathered Renewable Contract

The Board of Directors shall provide written notification to each person entitled to be employed on a renewable contract by July 1st. All employees on grandfathered renewable contracts must give written notice of acceptance of automatic renewal of contract to the Board of Directors no later than July 20th. The employee's failure to provide written acceptance of renewal of 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 grandfathered renewable contracted certificated 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.

4. Principals and Administrators

The Board shall make a determination as to how long administrators have to sign and return their contracts. If the Board makes no such determination the default time limit shall be twenty-one (21) days after the contract is delivered to the administrator.

Supplemental Contracts

The Board shall provide the same rights to due process and procedures for extra day supplemental contracts as those provided by the underlying contract (Category A, Category, B, or grandfathered renewable).

Delivery of Contract

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

Return of the Contract

A person who receives a proposed contract from Liberty Charter School shall have _____ days (no less than ten 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 the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant.

Cross Reference: Policy 5340 Evaluation of Certificated Personnel

Legal Reference I.C. § 33-513 Professional Personnel

I.C. § 33-514 Issuance of Annual Contracts – Support programs –
Categories of Contracts – Optional Placement
I.C. § 33-515 Issuance of Renewable Contracts
I.C. § 33-515A Supplemental Contracts

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Liberty Charter School

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Criminal History / Background Checks

General

It is the policy of Liberty Charter School not to employ or to continue the employment of classified, professional or administrative personnel who may be deemed unsuited for service by reason of arrest and/or criminal conviction. While an arrest or conviction of a crime, in and of itself, may not be an automatic bar to employment, if an arrest or conviction relates to suitability of the individual to perform duties in a particular position, such person may be denied employment or in the case of current employees, may face disciplinary action, up to and including termination.

It is the policy of this Charter School to perform criminal history checks as required by Idaho law and to perform other types of background checks on employees or volunteers including, but not limited to:

1. Contacting prior employers for references;
2. Contacting personal references; and/or
3. Contacting other persons who, in the discretion of Liberty Charter School, could provide valuable information to the Charter School.

Where a prior conviction is discovered, Liberty Charter School will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which application is sought, or the person is employed. Any individual convicted of a felony offense listed in I.C. § 33-1208(2) shall not be hired.

If an applicant or employee makes any misrepresentation or willful omissions of fact regarding prior criminal history, such misrepresentation or omission shall be sufficient cause for disqualification of the applicant or termination of employment.

Initial Hires

In order to protect the health, safety and welfare of the students of Liberty Charter School, Idaho law requires the following employees to subject to criminal history checks:

- (1) Certificated and noncertificated employees;
- (2) All applicants for certificates;
- (3) Substitute staff;
- (4) Individuals involved in other types of student training such as practicums and internships; and
- (5) All individuals who have unsupervised contact with students.

A criminal history check shall be based on a complete ten (10) finger fingerprint card or scan and include, at a minimum, the following:

- (1) Idaho bureau of criminal identification;
- (2) Federal bureau of investigation (FBI) criminal history check; and
- (3) Statewide sex offender register.

Employees will be required to undergo a criminal history check within five (5) days of starting employment or unsupervised contact with students, whichever is sooner.

The fee charged to an employee shall be forty dollars (\$40.00). All criminal history check records will be kept on file at the state department of education. A copy of the records will be given to the employee upon request.

Employee Arrest or Conviction

All employees shall have the continuing duty to notify Liberty Charter School of any arrest or criminal conviction that occurs subsequent to being hired by Liberty Charter School. In the event that any employee, whether full-time or part-time, probationary or non-probationary, classified or certified, is arrested, charged or indicted for a criminal violation of any kind, whether misdemeanor or felony, with the exception of minor traffic infractions, he/she is required to report such arrest promptly to the employee's supervisor or department head within one (1) business day unless mitigating circumstances exist. This reporting requirement applies regardless of whether such arrest has occurred on-duty or off-duty. Failure to comply with this reporting requirement shall be grounds for disciplinary action, up to and including termination.

Additionally, if an employee has a protection order served against him/her, the employee shall follow the same reporting requirements as outlined above.

Supervisors shall contact the Principal or designee upon receiving notification that an employee has been arrested or has a protection order served against him/her. Liberty Charter School reserves the right to determine appropriate disciplinary action in such cases, up to and including termination, depending upon the facts and circumstances surrounding the incident.

It is the discretion of Liberty Charter School to terminate or take other action against any employee that has either been convicted of one (1) or more of the felony offenses set forth in I.C. § 33-1208 or made a material misrepresentation or omission on their job application.

Other employees

Liberty Charter School may require that any employee be subjected to criminal history checks. If required, Liberty Charter School will pay the costs of such checks.

Volunteers

Any volunteer in Liberty Charter School who has regular unsupervised access to students, as determined by the Principal or the Principal's designee, shall submit to a fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration for volunteering in the schools of this Charter School.

Any requirement of a volunteer to submit to a fingerprint background check shall be in compliance with the Volunteers for Children Act of 1998 and applicable federal regulations. If a volunteer has any prior record of arrest or conviction by any local, state, or federal law enforcement agency for an offense other than a minor traffic violation, the facts must be reviewed by the Principal, who shall decide whether the volunteer is suitable to be in the presence of the students in Liberty Charter School. Arrests resolved without conviction shall not be considered in the hiring process unless the charges are pending.

Contractors

Liberty Charter School maintains a safe environment for students by developing a system that cross-checks all contractors or other persons who have irregular contact with students against the statewide sex offender register.

Confidentiality

Outstanding warrants, criminal charges and/or protective orders may be confidential. An employee who is provided access to such information relating to another employee shall ensure that the information remains confidential. If an employee discloses such information without authorization, the employee shall be subject to disciplinary action.

Legal Reference: I.C. § 33-130 Criminal history checks for school district employees or applicants for certificates
I.C. §33-512 Governance of schools
I.C. §9-340(C) Records Exempt from Disclosure
Public Law 105-251, Volunteers for Children Act

Policy History:

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Liberty Charter School

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Reporting New Employees

The Idaho Legislature has established an automated state directory of new hires to be administered by the Idaho department of labor (herein after “department”). The state directory of new hires provides a means for employers to assist in the state’s efforts to prevent fraud in the welfare, worker’s compensation, and unemployment insurance programs, to locate individuals to establish paternity, to locate absent parents who owe child support, and to collect support from those parents by reporting information concerning newly hired and rehired employees directly to a centralized state database.

The charter school will report the hire or rehire of an individual by submitting to the department a copy of the employee’s completed and signed United States internal revenue service form W-4 (employee’s withholding allowance certificate). Before submitting the W-4 form, the charter school will ensure that the W-4 form contains the following information:

1. The employee’s name, address, and social security number;
2. The charter school’s name, address, and federal tax identification number;
3. The charter school’s Idaho unemployment insurance account number, which must be designated at the bottom of the form; and
4. The employee’s date of hire or rehire, which must be designated at the bottom of the form.

This charter school will report the hiring or rehiring of any individual to the department within twenty (20) calendar days of the date the employee actually commences employment for wages or remuneration. The report will be deemed submitted on the postmarked date or, if faxed or electronically submitted, on the date received by the department. A copy of the report will be retained by the school, and the copy will set forth the date on which the report was mailed, faxed, or electronically transmitted.

Should the charter school choose to file its report electronically, the district will comply with the department’s regulations of such transmissions. Electronically transmitted reports will be filed by two monthly transmissions, if necessary, not less than twelve (12) days apart and not more than sixteen (16) days apart.

The charter school is not liable to the employee for the disclosure or subsequent use of the information by the department or other agencies to which the department transmits the information.

Legal Reference: I.C. § 72-1601*et seq.* State Directory of New Hires

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Liberty Charter School

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Applicability of Personnel Policies

Except where expressly provided to the contrary, personnel policies apply uniformly to the employed staff of the Charter School.

Classified employees are employed at will and the charter school policy manual is not intended to express a term of an employment agreement. The provisions of this policy manual do not create a property right which would modify the Charter School's right to terminate the employment relationship of classified employees at will.

Legal Reference: Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989).

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Liberty Charter School

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Job Descriptions

There shall be written job descriptions for all positions and for all employees of Liberty Charter School. The "job description" will describe the essential characteristics, requirements, and general duties of the job or position. All personnel shall be subject to the requirements delineated in the job descriptions so that they may effectively contribute to the goals and purposes for Liberty Charter School. The descriptions shall not be interpreted as complete or limiting definitions of any job, and employees shall continue in the future, as in the past, to perform duties assigned by the Board, supervisors, or other administrative authority.

Once each year or as provided by Idaho Code, the supervisors of all employees shall confer with each person under his or her supervision to review the individual's work.

The evaluation shall be documented by use of the Liberty Charter School evaluation form for classified or certified personnel. No evaluation should be signed before it is fully discussed by both the employee and the supervisor. One signed copy will be given to the employee and one signed copy will be given to the Principal to be maintained in the employee's personnel file.

Cross Reference: 5500 Personnel Records

Legal Reference: I.C. § 33-514 Issuance of Annual Contracts
 I.C. § 33-515 Issuance of Renewable Contracts
 I.C. § 33-517 Noncertificated Personnel

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Work Day

Length of Work Day - Certified

The length of a work day for a certified employee shall be seven and one-half (7 1/2) hours for a full-time certified employee. The work day is generally exclusive of lunch and extracurricular assignments but inclusive of preparation time and assigned duties. Arrival time shall generally be one-half (1/2) hour before classes begin or as directed by the administrator.

Length of Work Day - Classified

The length of a classified work day is governed by the number of hours for which the employee is assigned. A "full-time" employee shall be considered to be an eight-(8)-hour per day/forty (40)-hour per week employee. The work day is exclusive of lunch but inclusive of breaks unless otherwise and specifically provided for by the individual contract. The schedule will be established by the supervisor.

Liberty Charter School will not hire full-time classified employees except in unusual circumstances and when consistent with the Harbor Method™.

Breaks

A daily morning and afternoon rest period of fifteen (15) minutes may be available to all full-time, classified employees. Hourly personnel may take one (1) fifteen-(15)-minute rest period for each four (4) hours that are worked in a day. Breaks will normally be taken approximately in mid-morning and mid-afternoon and should be scheduled in accordance with the flow of work and with the approval of the employee's supervisor.

Legal Reference: 29 USC 201 to 219
29 CFR 516, et seq.

Fair Labor Standards Act of 1985
FLSA Regulations

Policy History:

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Liberty Charter School

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Assignments, Reassignments, Transfers

All staff shall be subject to assignment, reassignment and/or transfer of position and duties by the Administrator. Teachers shall be assigned at the levels and in the subjects for which their certificates are endorsed. The Administrator shall provide for a system of assignment, reassignment and transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy shall prevent the reassignment of a staff member during the school year.

Classified Staff

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

Teaching

All teachers shall be given notice of their teaching assignments relative to grade level and subject area before the beginning of the school year.

Provisions governing vacancies, promotions and voluntary or involuntary transfers may be found in _____.

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Accommodating Individuals With Disabilities

Individuals with disabilities shall be provided a reasonable opportunity to participate in all school-sponsored services, programs, or activities on an equal basis to those without disabilities and will not be subject to illegal discrimination. The Charter School will provide auxiliary aids and services where necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Principal is designated the Americans With Disabilities Act, Title II Coordinator and, in that capacity, is directed to:

1. Oversee the Charter School's compliance efforts, recommend necessary modifications to the Board, and maintain the Charter School's final Title II self-evaluation document and keep it available for public inspection.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Principal or building principal if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the school-sponsored function, program, or meeting.

Cross Reference: 5250 Uniform Grievance Procedure

Legal Reference : Americans with Disabilities Act, 42 U.S.C. §§ 12111, et seq., and 12131, et seq.; 28 C.F.R. Part 35.

Policy History:

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Revised on:

Sexual Harassment/Sexual Intimidation in the Workplace (Title IX)

According to the Equal Employment Opportunity Commission, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including unwanted touching, verbal comments, sexual name calling, gestures, jokes, profanity, and spreading of sexual rumors.

Liberty Charter School shall do everything in its power to provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal law. In addition, Principals and Supervisors are expected to take appropriate steps to make all employees aware of the contents of this policy. A copy of this policy will be given to all employees.

Charter School employees shall not make sexual advances or request sexual favors or engage in any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms "intimidating", "hostile", or "offensive" include, but are not limited to, conduct which has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all of the circumstances.

Aggrieved persons who feel comfortable doing so, should directly inform the person engaging in sexually harassing conduct or communication, that such conduct or communication is offensive and must stop.

Employees who believe they may have been sexually harassed or intimidated should contact the Title IX coordinator or an administrator, who will assist them in filing a complaint. An individual with a complaint alleging a violation of this policy shall follow the Uniform Grievance Procedure.

Investigation. When an allegation of sexual harassment is made of any employee, the designated school officials will take immediate steps to: (1) Protect the grievant from further harassment; (2) Discuss the matter with and obtain a statement from the accused and his representative, if any; (3) Obtain signed statements of witnesses; (4) Prepare a report of the investigation.

Confidentiality Due to the damage that could result to the career and reputation of any person falsely or in bad faith accused of sexual harassment, all investigations and hearings surrounding such matters will be designed to the maximum extent possible to protect the privacy of, and minimize suspicion towards, the accused as well as the complainant. Only those persons responsible for investigating and enforcing this policy will have access to confidential communications. In addition, all persons involved are prohibited from discussing the matter with co-workers and/or other persons not directly involved in resolving the matter.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

Cross Reference: 5250 Uniform Grievance Procedure

Legal Reference: Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), et seq., 29 C.F.R. §
1604.11
Title IX of Education Amendments, 20 U.S.C. §§ 1681, et seq.
I.C. § 67-5909 Acts Prohibited

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5240F

Sexual Harassment/Intimidation in the Workplace Policy Acknowledgment

I have read and been informed about the content and expectations of the Sexual Harassment/Intimidation in the Workplace Policy. I have received a copy of the policy and agree to abide by the guidelines as a condition of employment and continuing employment by Liberty Charter School.

Employee Signature

Employee Printed Name

Date

Policy History:
Adopted on: 1/5/2012
Revised on:

Certificated Staff Grievances

It is the Governing Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that each certificated employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

Grievance Definition

A grievance pursuant to this policy shall be a written allegation of a violation of Board approved Liberty Charter School policies.

Grievance Procedure

A certified staff member with a grievance is encouraged to first discuss it with their immediate supervisor, the Administrator, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment or violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged harassment. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

If the grievance is not resolved informally, and the grievant wishes to continue to seek to address the grievance, the grievant shall fill the written grievance with the Administrator. The written grievance shall state:

1. the policy or policies the employee believes were violated;
2. the alleged date of violation;
3. the actor involved in the alleged violation; and
4. the remedy requested by the employee.

The written grievance must be filed with the Administrator within ten (10) working days of the date of the initial event allegedly giving rise to the grievance.

The Administrator or designee of the Administrator shall meet with the grievant and shall, at the discretion of the Administrator or designee, conduct whatever additional meetings or investigative activities the principal or designee believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten (10) working days, the Administrator shall provide the grievant with a written response to the grievance of the certificated employee.

If the Administrator or designee does not provide a written response to the grievance at the conclusion of ten (10) working days and no extension of this time period has been agreed to between the grievant and Administrator or designee, the grievance can be advanced to the Board without written response of the Administrator or designee.

Upon receipt of a written appeal of the decision of the Administrator, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

Procedure History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5260

Abused and Neglected Child Reporting

The personal safety and welfare of each child is of paramount concern to the Governing Board, employees and patrons of Liberty Charter School. It is of particular importance that employees within the Charter School become knowledgeable and thoroughly educated as to their legal and ethical responsibilities on observation and reporting of suspected child abuse, child abandoned or child neglect. The Administrator shall review with staff the legal requirements concerning suspected child abuse at the commencement of each year.

"Abuse" is defined in I.C. § 16-1602 of the Idaho Code as any case in which a child has been the victim of conduct or omissions resulting in skin bruising, bleeding, malnutrition, burns, fracture of any bone, subdural hematoma, soft tissue swelling.....sexual conduct including rape, molestation, incest, prostitution, obscene or pornographic photographing, filming or depiction for commercial purposes, or other similar forms of sexual exploitation harming or threatening the child's health or welfare or mental injury to the child abandonment or neglect.

"Abandoned" means the failure of the parent to maintain a normal parental relationship with his child including, but not limited to, reasonable support or regular personal contact. Failure to maintain this relationship without just cause for a period of one (1) year shall constitute prima facie evidence of abandonment. I.C. § 16-1602(2).

"Neglected" means a child: Who is without proper parental care and control, or subsistence, education, medical or other care or control necessary for his well-being because of the conduct or omission of his parents, guardian or other custodian or their neglect or refusal to provide them; See I.C. § 16-1602(25).

A Liberty Charter School employee who has reasonable cause to suspect that a student may be an abused, abandoned or neglected child or who observes a child being subjected to conditions which would reasonably result in abuse, abandonment or neglect shall report or caused to be reported such a case to local law enforcement or the Department of Health and Welfare within twenty four (24) hours.

The Charter School employees shall notify the Administrator immediately of the case. The Administrator or the Administrator's designee, shall in turn report or caused to be reported the case to local law enforcement or the Department of Health and Welfare.

Any person who has reason to believe that a child has been abused, abandoned or neglected and, acting upon that belief, makes a report of abuse, abandonment or neglect as required in Idaho Code § 16-1605 shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports in bad faith or with malice is not entitled to

immunity from any civil or criminal liability that might otherwise be incurred or imposed. I.C. § 16-1606.

In addition, “any person who makes a report or allegation of child abuse, abandonment or neglect knowing the same to be false or who reports or alleges the same in bad faith or with malice shall be liable to the party or parties against whom the report was made for the amount of actual damages sustained or statutory damages of five hundred dollars (\$500), whichever is greater, plus attorney's fees and costs of suit. If the court finds that the defendant acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater.” I.C. § 16-1607

Any Liberty Charter School employee who fails to report a suspected case of abuse, abandonment or neglect to the Department of Health and Welfare or local law enforcement, or who prevents another person from doing so, may be civilly liable for the damages proximately caused by such failure or prevention, and is guilty of a misdemeanor. The employee will also be subject to disciplinary action up to and including termination.

Legal Reference:	I.C. § 16-1605	Reporting of Abuse, Abandonment or Neglect
	I.C. § 16-1606	Immunity
	I.C. § 16-1607	Reporting in Bad Faith-Civil Damages
	I.C. § 16-1602	Definitions

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5270

Report of Suspected Child Abuse, Abandonment or Neglect

Original to: Local Law Enforcement ____
Department of Health and Welfare ____
Copy to: Administrator ____

From: _____ Title:

School: _____ Phone:

Persons contacted: Principal Teacher School Nurse Other

Name of Minor: _____ Date of Birth:

Address: _____ Phone:

Date of Report: _____ Attendance Pattern:

Father: _____ Address: _____ Phone:

Mother: _____ Address: _____ Phone:

Guardian or Step-Parent: _____ Address: _____ Phone:

Any suspicion of injury/neglect to other family members:

Nature and extent of the child's injuries, including any evidence of previous injuries, and any other information which may be helpful in showing abuse or neglect, including all acts which lead you to believe the child has been abused, abandoned and/or neglected:

Previous action taken, if any:

Follow-up by Local Law Enforcement / Department of Health and Welfare (copy to be completed and returned to the Administrator):

Date Received: _____ Date of Investigation:

Liberty Charter School

PERSONNEL

5280

Personal Conduct

Employees are expected to maintain high standards of honesty, integrity and impartiality in the conduct of Liberty Charter School business and required to comply and conform to the Idaho law and the Code of Ethics of the Idaho Teaching Profession.

In addition to the conduct enumerated in Idaho law and the Code of Ethics of the Idaho Teaching Profession, an employee should not dispense or utilize any information gained from employment with Liberty Charter School, accept gifts or benefits or participate in business enterprises or employment which create a conflict of interest with the faithful and impartial discharge of the employee's Charter School duties. (This policy does not preclude employees from accepting modest gifts from students.) A Liberty Charter School employee may, prior to acting in a manner which may impinge on any fiduciary duty, disclose the nature of the private interest which creates a conflict. Care should be taken to avoid using, or avoid the appearance of using, official positions and confidential information for personal advantage or gain.

Further, employees should hold confidential all information deemed to be not for public consumption as determined by law and Board policy. Employees shall also respect the confidentiality of people served in the course of the employee's duties and use information gained in a responsible manner. Discretion should be employed even within the school's own network of communication.

The Administrator(s) may set forth specific rules and regulations governing an employee's conduct on the job. The Administrator may also set forth specific behavioral expectations consistent with the Harbor School Method governing an employee's conduct on the job. The cornerstone to the Harbor Method is the culture which expects all employees to model what is expected from students in terms of attitude and effort. Gossip has no place in a Harbor School.

Legal Reference: I.C. § 33-1208 Revocation, Suspension or Denial of Certificate – Grounds
Code of Ethics of the Idaho Teaching Profession

Policy History:

Adopted on: 1/5/2012

Revised on:

***Professional Standards Commission (PSC)
Code of Ethics***

This version of the Code of Ethics for Idaho Professional Educators was developed by the Professional Standards Commission in September, 2003; approved by the Idaho State Board of Education in November, 2003; and approved by the Idaho legislature in March, 2004. (IDAPA 08.02.02.076) It has since been amended and approved by the State Board of Education. The date of approval follows the IDAPA subsection.

The Idaho Code of Ethics consists of Ten (10) Principles. Below is a summary of those principles - please refer to the complete document for details

Code of Ethics: The Ten Principles (Summary)

- **Principle I:** A professional educator abides by all federal, state, and local laws and statutes.
- **Principle II:** A professional educator maintains a professional relationship with all students, both inside and outside the classroom.
- **Principle III:** A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice.
- **Principle IV:** A professional educator exemplifies honesty and integrity in the course of professional practice.
- **Principle V:** A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility.
- **Principle VI:** A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation.
- **Principle VII:** A professional educator complies with state and federal laws and local school board policies relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law.
- **Principle VIII:** A professional educator fulfills all terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract.
- **Principle IX:** A professional educator reports breaches of the Code of Ethics for Idaho Professional Educators, and submits reports as required by Idaho Code.
- **Principle X:** A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, professional rights and responsibilities while following recognized professional principles.

**IDAPA 08
TITLE 02
CHAPTER 02**

08.02.02 - RULES GOVERNING UNIFORMITY

076. CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS (SECTIONS 33-1208 AND 33-1209, IDAHO CODE).

Believing in the worth and dignity of each human being, the professional educator recognizes the supreme importance of pursuing truth, striving toward excellence, nurturing democratic citizenship and safeguarding the freedom to learn and to teach while guaranteeing equal educational opportunity for all. The professional educator accepts the responsibility to practice the profession according to the highest ethical principles. The Code of Ethics for Idaho Professional Educators symbolizes the commitment of all Idaho educators and provides principles by which to judge conduct. (3-20-04)

01. Aspirations and Commitments. (3-20-04)

a. The professional educator aspires to stimulate the spirit of inquiry in students and to provide opportunities in the school setting that will help them acquire viable knowledge, skills, and understanding that will meet their needs now and in the future. (3-20-04)

b. The professional educator provides an environment that is safe to the cognitive, physical and psychological well-being of students and provides opportunities for each student to move toward the realization of his/her goals and potential as an effective citizen. (4-11-06)

c. The professional educator, recognizing that students need role models, will act, speak and teach in such a manner as to exemplify nondiscriminatory behavior and encourage respect for other's cultures and beliefs. (3-20-04)

d. The professional educator is committed to the public good and will help preserve and promote the principles of democracy. He will provide input to the local school board to assist in the board's mission of developing and implementing sound educational policy, while promoting a climate in which the exercise of professional judgment is encouraged. (4-11-06)

e. The professional educator believes the quality of services rendered by the education profession directly influences the nation and its citizens. He strives, therefore, to establish and maintain the highest set of professional principles of behavior, to improve educational practice, and to achieve conditions that attract highly qualified persons to the profession. (4-11-06)

f. The professional educator regards the employment agreement as a pledge to be executed in a manner consistent with the highest ideals of professional service. He believes that sound professional personal relationships with colleagues, governing boards, and community members are built upon integrity, dignity, and mutual respect. The professional educator encourages the practice of the profession only by qualified persons. (4-11-06)

02. Principle I. A professional educator abides by all federal, state, and local laws and statutes. Unethical conduct may include the conviction of any felony or misdemeanor offense as defined by Section 18-110 and Section 18-111, Idaho Code. All infractions (traffic) as defined by Section 18-113A, Idaho Code, are excluded. (3-20-04)

03. Principle II. A professional educator maintains a professional relationship with all students, both inside and outside the classroom. Unethical conduct includes, but is not limited to: (3-20-04)

- a. Committing any act of child abuse, including physical or emotional abuse; (3-20-04)
- b. Committing any act of cruelty to children or any act of child endangerment; (3-20-04)
- c. Committing or soliciting any sexual act from any minor or any student regardless of age; (3-20-04)
- d. Committing any act of harassment as defined by district policy; (4-11-06)
- e. Soliciting, encouraging, or consummating a romantic or inappropriate relationship (whether written, verbal, or physical) with a student, regardless of age; (3-20-04)
- f. Using inappropriate language including, but not limited to, swearing and improper sexual comments (e.g. sexual innuendoes or sexual idiomatic phrases); (3-20-04)
- g. Taking inappropriate pictures (digital, photographic, or video) of students; (3-20-04)
- h. Inappropriate contact with any minor or any student regardless of age using electronic media; (4-11-06)
- i. Furnishing alcohol or illegal or unauthorized drugs to any student or allowing or encouraging a student to consume alcohol or unauthorized drugs except in a medical emergency; and (4-11-06)
- j. Conduct that is detrimental to the health or welfare of students. (4-11-06)

04. Principle III. A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice. Unethical conduct includes, but is not limited to: (3-20-04)

- a. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming illegal or unauthorized drugs; (3-20-04)
- b. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming alcohol; (3-20-04)
- c. Inappropriate or illegal use of prescription medications on school premises or at any school-sponsored events, home or away; (4-11-06)
- d. Inappropriate or illegal use of drugs or alcohol that impairs the individual's ability to function; and (4-11-06)
- e. Possession of an illegal drug as defined in Chapter 27, Idaho Code, Uniform Controlled Substances. (3-20-04)

05. Principle IV. A professional educator exemplifies honesty and integrity in the course of professional practice. Unethical conduct includes, but is not limited to: (3-20-04)

- a. Fraudulently altering or preparing materials for licensure or employment; (3-20-04)
- b. Falsifying or deliberately misrepresenting professional qualifications, degrees, academic awards, and related employment history when applying for employment or licensure; (3-20-04)
- c. Failure to notify the state at the time of application for licensure of past revocations or suspensions of a certificate or license from another state; (3-20-04)
- d. Failure to notify the state of past criminal convictions at the time of application for licensure; (3-20-04)

e. Falsifying, deliberately misrepresenting, or deliberately omitting information regarding the evaluation of students or personnel, including improper administration of any standardized tests (changing test answers; copying or teaching identified test items; unauthorized reading of the test to students, etc.); (4-11-06)

f. Falsifying, deliberately misrepresenting, or deliberately omitting reasons for absences or leaves; (3-20-04)

g. Falsifying, deliberately misrepresenting, or deliberately omitting information submitted in the course of an official inquiry or investigation; and, (3-20-04)

h. Falsifying, deliberately misrepresenting, or deliberately omitting material information on an official evaluation of colleagues. (3-20-04)

06. Principle V. A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes, but is not limited to: (3-20-04)

a. Misuse, or unauthorized use, of public or school-related funds or property; (3-20-04)

b. Failure to account for funds collected from students or parents; (3-20-04)

c. Submission of fraudulent requests for reimbursement of expenses or for pay; (3-20-04)

d. Co-mingling of public or school-related funds in personal bank account(s); (3-20-04)

e. Use of school computers for a private business; (3-20-04)

f. Use of school computers to deliberately view or print pornography; and, (3-20-04)

g. Deliberate use of poor budgeting or accounting practices. (3-20-04)

07. Principle VI. A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation. Unethical conduct includes, but is not limited to: (3-20-04)

a. Unauthorized solicitation of students or parents of students to purchase equipment or supplies from the educator who will directly benefit; (3-20-04)

b. Acceptance of gifts from vendors or potential vendors for personal use or gain where there may be the appearance of a conflict of interest; (3-20-04)

c. Tutoring students assigned to the educator for remuneration unless approved by the local board of education; and, (3-20-04)

d. Soliciting, accepting, or receiving a pecuniary benefit greater than fifty dollars (\$50) as defined in Section 18-1359(b), Idaho Code. (3-20-04)

08. Principle VII. A professional educator complies with state and federal laws and local school board policies relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law. Unethical conduct includes, but is not limited to: (3-20-04)

a. Sharing of confidential information concerning student academic and disciplinary records, personal confidences, health and medical information, family status or income, and assessment or testing results with inappropriate individuals or entities; and (3-20-04)

b. Sharing of confidential information about colleagues obtained through employment practices with inappropriate individuals or entities. (3-20-04)

09. Principle VIII. A professional educator fulfills all terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes, but is not limited to: (3-20-04)

- a. Abandoning any contract for professional services without the prior written release from the contract by the employing school district or agency; (3-20-04)
- b. Willfully refusing to perform the services required by a contract; and, (3-20-04)
- c. Abandonment of classroom or failure to provide appropriate supervision of students at school or school-sponsored activities to ensure the safety and well-being of students. (3-20-04)

10. Principle IX. A professional educator reports breaches of the Code of Ethics for Idaho Professional Educators and submits reports as required by Idaho Code. Unethical conduct includes, but is not limited to:(3-20-04)

- a. Failure to comply with Section 33-1208A, Idaho Code, (reporting requirements and immunity); (3-20-04)
- b. Failure to comply with Section 16-1605, Idaho Code, (reporting of child abuse, abandonment or neglect); (4-11-06)
- c. Failure to comply with Section 33-512B, Idaho Code, (Suicidal tendencies and duty to warn); and (4-11-06)
- d. Having knowledge of a violation of the Code of Ethics for Idaho Professional Educators and failing to report the violation to an appropriate education official. (3-20-04)

Principle X. A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, professional rights and responsibilities while following generally recognized professional principles. Unethical conduct includes, but is not limited to: (4-11-06)

- a. Any conduct that seriously impairs the Certificate holder's ability to teach or perform his professional duties; (3-20-04)
- b. Committing any act of harassment toward a colleague; (4-11-06)
- c. Conduct that is offensive to the ordinary dignity, decency, and morality of others; (4-11-06)
- d. Failure to cooperate with the Professional Standards Commission in inquiries, investigations, or hearings; (3-20-04)
- e. Using institutional privileges for the promotion of political candidates or for political activities, except for local, state or national education association elections; (4-11-06)
- f. Deliberately falsifying information presented to students; (4-11-06)
- g. Willfully interfering with the free participation of colleagues in professional associations; and (4-11-06)
- h. Taking inappropriate pictures (digital, photographic or video) of colleagues. (4-11-06)

077.DEFINITIONS FOR USE WITH THE CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS (SECTIONS 33-1208 AND 33-1209, IDAHO CODE).

01. Administrative Complaint. A document issued by the State Department of Education outlining the specific, purported violations of Section 33-1208, Idaho Code, or the Code of Ethics for Idaho Professional Educators. (3-20-04)

02. Allegation. A purported violation of the Code of Ethics for Idaho Professional Educators or Idaho Code. (3-20-04)

03. Certificate. A document issued by the Department of Education under the authority of the State Board of Education allowing a person to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian (Section 33-1201, Idaho Code).

04. Certificate Denial. The refusal of the state to grant a certificate for an initial or reinstatement application. (3-20-04)

05. Certificate Suspension. A time-certain invalidation of any Idaho certificate as determined by a stipulated agreement or a due process hearing panel as set forth in Section 33-1209, Idaho Code. (3-20-04)

06. Complaint. A signed document defining the allegation that states the specific ground or grounds for revocation, suspension, denial, place reasonable conditions on a certificate or issuance of a letter of reprimand (Section 33-1209(1), Idaho Code). The State Department of Education may initiate a complaint. (4-11-06)

07. Conditional Certificate. Allows an educator to retain licensure under certain stated Certificate conditions as determined by the Professional Standards Commission (Section 33-1209(10), Idaho Code). (3-20-04)

08. Contract. Any signed agreement between the school district and a certificated educator pursuant to Section 33-513(1), Idaho Code. (3-20-04)

09. Conviction. Refers to all instances regarding a finding of guilt by a judge or jury; a plea of guilt by Nolo Contendere or Alford plea; or all proceedings in which a sentence has been suspended, deferred or withheld. (3-20-04)

10. Educator. A person who holds or applies for an Idaho Certificate (Section 33-1001(16) and Section 33-1201, Idaho Code). (3-20-04)

11. Education Official. An individual identified by local school board policy, including, but not limited to, a superintendent, principal, assistant principal, or school resource officer (SRO). (3-20-04)

12. Ethics Committee. A decision-making body comprised of members of the Professional Standards Commission, including the chair and/or vice-chair of the Commission. A prime duty of the Committee is to review purported violations of the Code of Ethics for Idaho Professional Educators to determine probable cause and direction for possible action to be taken against a Certificate holder. (4-11-06)

13. Hearing. A formal review proceeding that ensures the respondent due process. The request for a hearing is initiated by the respondent and is conducted by a panel of peers. (3-20-04)

14. Hearing Panel. A minimum of three (3) educators appointed by the chair of the Professional Standards Commission and charged with the responsibility to make a final determination regarding the charges specifically defined in the Administrative Complaint. (3-20-04)

15. Investigation. The process of gathering factual information concerning a valid, written complaint in preparation for review by the Professional Standards Commission Ethics Committee, or following review by the Ethics Committee at the request of the deputy attorney general assigned to the Department of Education. (4-11-06)

16. Minor. Any individual who is under eighteen (18) years of age. (3-20-04)

17. Not-Sufficient Grounds. A determination by the Ethics Committee that there is not-sufficient evidence to take action against an educator's certificate. (4-11-06)

18. Principles. Guiding behaviors that reflect what is expected of professional educators in the state of Idaho while performing duties as educators in both the private and public sectors. (3-20-04)

19. Reprimand. A written letter admonishing the Certificate holder for his conduct. The reprimand cautions that further unethical conduct may lead to consideration of a more severe action against the holder's Certificate. (3-20-04)

20. Respondent. The legal term for the professional educator who is under investigation for a purported violation of the Code of Ethics for Idaho Professional Educators. (3-20-04)

21. Revocation. The invalidation of any Certificate held by the educator. (3-20-04)

22. Stipulated Agreement. A written agreement between the respondent and the Professional Standards Commission to resolve matters arising from an allegation of unethical conduct following a complaint or an investigation. The stipulated agreement is binding to both parties and is enforceable under its own terms, or by subsequent action by the Professional Standards Commission. (3-20-04)

23. Student. Any individual enrolled in any Idaho public or private school from preschool through grade 12. (3-20-04)

24. Sufficient Grounds. A determination by the Executive Committee that sufficient evidence exists to issue an Administrative Complaint. (3-20-04)

VIOLATIONS OF THE CODE OF ETHICS OF THE IDAHO TEACHING PROFESSION

Under Idaho Code §§ 33-1208; 33-1208A and 33-1209, a violation of the Code of Ethics of the Idaho Teaching Profession may lead to a letter of reprimand, suspension, revocation, or denial of a certificate.

Legal Reference: IDAPA 08.02.02.076

I.C. § 33-1208

I.C. § 33-1208A

I.C. § 33-1209

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5285

Solicitations

Solicitations By Staff Members

Teachers will not sell, solicit for sale, advertise for sale for personal gain any merchandise or service nor will teachers organize students for such purposes without the approval of the Administrator.

Solicitations Of Staff Members

No non-school organization may solicit funds from employees or distribute flyers related to fund drives through the schools without the approval of the Administrator.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5300

Political Activity - Staff Participation

The Governing Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the Charter School may seek an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. Liberty Charter School assumes no obligation beyond making such opportunities available.

No person may attempt to coerce, command or require a public employee to support or oppose any political committee, the nomination or election of any person to public office, or the passage of a ballot issue.

No Charter School employee may solicit support for, or opposition to, any political committee, the nomination or election of any person to public office, or the passage of a ballot issue while on the job or at his place of employment. However, nothing in this section is intended to restrict the right of a Charter School employee to express his personal political views.

No Charter School employee may use public facilities, equipment, including, but not limited to, telephones, fax machines, copy machines, computers, e-mail, etc., or supplies, including, but not limited to, paper clips, staples, pens, pencils, paper, envelopes, tape, etc., that are purchased with public funds for election or political campaigns, private or charitable organizations or foundations or ballot issues.

No Charter School employee may work on election, political campaigns, ballot issues or issues dealing with private or charitable organizations or foundations during the time that they are also working for Liberty Charter School.

Legal Reference: 5 USC 7321, et seq. Hatch Act
Idaho Constitution Article III, Section 1
Idaho Attorney General Opinion No. 95-07

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5325

Employee Use of Social Media Sites, Including Personal Sites

Because of the unique nature of social media sites, including personal sites, and because of Liberty Charter School's desire to protect its interest with regard to its electronic records, the following rules have been established to address social media site usage by all employees:

Protect Confidential and Proprietary Information

Employees shall not post confidential or proprietary information about Liberty Charter School, its employees, students, agents or others. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the Charter School.

Do Not Use Charter School Name, Logos, or Images

Employees shall not use Liberty Charter School logos, images, iconography, etc. on personal social media sites. Nor shall employees use Liberty Charter School name to promote a product, cause or political party or political candidate. However, BMD, Inc. and Harbor School founder Rebecca Stallcop may use the Liberty Charter School name to promote the Harbor School Method™.

Respect Charter School Time and Property

Liberty Charter School computers and time on the job are reserved for Liberty Charter School-related business. Employees shall not use Charter School time or property on personal social media sites.

On Personal Sites

If you identify yourself as Liberty Charter School employee online, it should be clear that the views expressed, posted or published are not necessarily those of the Charter School.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5325P

Recommended Practices for Use of Social Media Sites, Including Personal Sites

Think Before Posting

Privacy does not exist in the world of social media, therefore Liberty Charter School recommends that employees consider what could happen if a post becomes widely known or how that may reflect on the poster or Liberty Charter School. Search engines can turn up posts years after they are created, and comments can be easily forwarded or copied. If you would not say it at a Board Meeting or to a member of the media consider whether you should post it online.

Be Respectful

Posts should be considered carefully in light of how they would reflect on the poster, Liberty Charter School and/or its students and employees.

Remember Your Audience

Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes students, fellow employees, and peers. Consider this before publishing to ensure the post will not alienate, harm or provoke any of these groups.

Charter School Social Media Sites

Notify Liberty Charter School

Employees that have or would like to start a social media page should contact the Administrator or designee. All Liberty Charter School pages must have an appointed employee who is identified as being responsible for content. Charter Schools should outline the duties of the employee responsible for the site, including how often the site must be checked for comments and who is allowed to post to the site. Principals should be aware of the content on the site.)

Have a Plan

Charter Schools should consider their messages, audiences, goals, as well as strategy for keeping information on social media sites up to date.

Protect Liberty Charter School Voice

Posts on social media sites should protect Liberty Charter School's voice by remaining professional in tone and in good taste. Carefully consider the naming of pages or accounts, the selecting of pictures or icons and the determination of content.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5330

Employee Electronic Mail and On-Line Services Usage

Electronic mail (“e-mail”) is defined as a communications tool whereby electronic messages are prepared, sent and retrieved on personal computers. On-line services (i.e., the Internet) are defined as a communications tool whereby information, reference material and messages are sent and retrieved electronically on personal computers.

Because of the unique nature of e-mail/Internet, and because of Liberty Charter School’s desire to protect its interest with regard to its electronic records, the following rules have been established to address e-mail/Internet usage by all employees:

Liberty Charter School e-mail and Internet systems are intended to be used for educational purposes only. No Charter School employee may use Liberty Charter School’s e-mail or Internet systems for the promotion of election or political campaigns, issues dealing with private or charitable organizations or foundations or ballot issues, however, use for other informal or personal purposes is permissible within reasonable limits. All e-mail/Internet records are considered Charter School records and should be transmitted only to individuals who have a need to receive them. Additionally, Charter School records, e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, employees should always ensure that the educational information contained in e-mail/Internet messages is accurate, appropriate and lawful. E-mail/Internet messages by employees may not necessarily reflect the views of Liberty Charter School. Abuse of the e-mail or Internet systems, through excessive personal use, or use in violation of the law or Charter School policies, will result in disciplinary action, up to and including termination of employment.

While Liberty Charter School does not intend to regularly review employees’ e-mail/Internet records, employees have no right or expectation of privacy in e-mail or the Internet. Liberty Charter School owns the computer and software making up the e-mail and Internet system and permits employees to use them in the performance of their duties for the Charter School. E-mail messages and Internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by the Administrator.

Cross Reference: 5290 Political Activity-Staff Participation

Legal Reference: Idaho Constitution Article VIII, Section 2
Idaho Attorney General Opinion No. 95-07
Board of County Commissioners v. Idaho Health Facilities Authority, 96
Idaho 498 (1975)

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5330F

Employee Electronic Mail and On-Line Services Use Policy Acknowledgment

I have read and been informed about the content, procedures, and expectations of the Employee Electronic Mail and On-Line Services Use Policy. I have received a copy of the policy and agree to abide by the guidelines as a condition of employment and continuing employment by Liberty Charter School.

Employee Signature

Employee Printed Name

Date

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5330F

Employee Electronic Mail and On-Line Services Use Policy Acknowledgment

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Employee Signature

Employee Printed Name

Date

Policy History:
Adopted on: 1/5/2012
Revised on:

Liberty Charter School

PERSONNEL

5335

Employee Use of Electronic Communications Devices

The Governing Board recognizes that employees may carry personally owned electronic communications devices and hereby adopts this policy.

Personally-Owned Communications Devices

Employees may carry personally-owned cellular telephones, pagers/beepers, and PDA's or laptops with "beaming capabilities" during the school day on school property. Cellular telephones and pagers/beepers should not be used during the employee's normal duty times to send/receive messages of a personal nature and should be turned off during instructional time or at school-sponsored programs, meetings, in-services, parent/guardian conferences, or any other time when there would be a reasonable expectation of quiet attentiveness unless the administrator grants permission for

Any employee violating the above rules may be subject to disciplinary action.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5340

Evaluation of Certificated Personnel

Liberty Charter School has a firm commitment to performance evaluation of Charter School personnel, whatever their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel in professional development and in achieving Liberty Charter School goals. The procedures outlined in this policy apply to certificated personnel.

Each certificated staff member shall receive at least one (1) written evaluation to be completed by no later than April 10 for each annual contract year of employment.

Objectives

The formal performance evaluation system is designed to:

- Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
- Serve as a systematic guide for supervisors in planning each employee's further training.
- Assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties.
- Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
- Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
- Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

Responsibility

The **Administrator**, or the Administrator's designee, shall have the overall responsibility for the administration and monitoring of the Performance Evaluation Program and will ensure the fairness and efficiency of its execution, including:

- Distributing proper forms in a timely manner.
- Ensuring completed forms are returned for filing by a specified date.
- Reviewing forms for completeness.
- Identifying discrepancies.
- Ensuring proper safeguard and filing of completed forms.
- Creating a plan for ongoing training for evaluators and teachers on the Charter School's evaluation standards, forms, and process. The plan will include identification of the actions, if any, available to the Charter School as a result of the evaluation as well as the procedure(s) for implementing each action.
- Creating a plan for ongoing review of the Charter School's Performance Evaluation Program that includes stakeholder input from teachers, Board members, administrators, and other interested parties.
- Creating a procedure for remediation for employees that receive evaluations indicating that remediation would be an appropriate course of action.

The **Immediate Supervisor** (Evaluator) is the employee's "evaluator" and has the responsibility for:

- Continuously observing and evaluating an employee's job performance.
- Holding periodic counseling sessions with each employee to discuss job performance.
- Completing Performance Evaluation Forms as required.

Procedures

Evaluation Form: An Evaluation Form will be completed for each certificated employee. A copy will be given to the employee. The original will be retained by the immediate supervisor. This form should be reviewed annually and revised as necessary to indicate any significant changes in duties and/or responsibilities. The form is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the immediate supervisor (evaluator) and the employee as to the job description and major performance objectives.

Periodic classroom observations will be included in the evaluation process.

The evaluation form will identify the sources of data used in conducting the evaluation.

The evaluation form will include a section for input received from parents or guardians. Parental or guardian input forms will be made available on the main Charter School webpage.

The evaluation form will be aligned with minimum State standards and based upon Charlotte Danielson's Framework for Teaching and will include, at a minimum, the following general criteria upon which the performance evaluation system will be based:

- Planning and Preparation
- Learning Environment
- Instruction and Use of Assessment
- Professional Responsibilities

Counseling Sessions: Counseling sessions between supervisors and employees may be scheduled periodically. During these sessions, an open dialogue should occur which allows the exchange of performance oriented information. The employee should be informed of how he/she has performed to date. In the case of derogatory comments, the employee should be informed of the steps necessary to improve performance to the desired level. Counseling sessions should include, but not be limited to, the following: job responsibilities, performance of duties, and attendance. A memorandum for record will be prepared following each counseling session and maintained by the supervisor.

Meeting with the Employee

Each evaluation shall include a meeting with the affected employee. At the scheduled meeting with the employee, the supervisor will:

- Discuss the evaluation with the employee, emphasizing strong and weak points in job performance. Commend the employee for a job well done if applicable and discuss specific corrective action if warranted. Set mutual goals for the employee to reach before the next performance evaluation. Recommendations should specifically state methods to correct weaknesses and/or prepare the employee for future promotions.
- Allow the employee to make any written comments he/she desires. Inform the employee that he/she may turn in a written rebuttal of any portion of the evaluation within seven (7) days and outline the process for rebuttal. Have the employee sign the evaluation form indicating that he/she has been given a copy and initial after supervisor's comments.

No earlier than seven (7) days following the meeting, if the supervisor has not received any written rebuttal, the supervisor will forward the original evaluation form in a sealed envelope, marked Personnel-Evaluation Form to the Principal, or the designee, for review. The supervisor will also retain a copy of the completed form.

Rebuttals

Within seven (7) days from the date of the evaluation meeting with their supervisor the employee may file a written rebuttal of any portion of the evaluation form. The written rebuttal shall state the specific content of the evaluation form with which the employee disagrees, a statement of the reason(s) for disagreement, and the amendment to the evaluation form requested.

If a written rebuttal is received by the supervisor within seven (7) days, the supervisor may conduct additional meetings or investigative activities necessary to address the rebuttal. Subsequent to these activities, and within a period of ten (10) working days, the supervisor may provide the employee with a written response either amending the evaluation as requested by the employee or stating the reason(s) why the supervisor will not be amending the evaluation as requested.

If the supervisor chooses to amend the evaluation form as requested by the employee then the amended copy of the evaluation form will be provided to, and signed by, the employee. The original amended evaluation form will then be forwarded to the Administrator, or the designee, for review in a sealed envelope, marked Personnel-Evaluation Form. The supervisor will also retain a copy of the completed form.

If the supervisor chooses not to amend the evaluation form as requested by the employee then the evaluation form along with the written rebuttal, and the supervisor's response, if any, will be forwarded to the Administrator, or the designee, for review in a sealed envelope, marked Personnel-Evaluation Form. The supervisor will also retain a copy of the completed form including any rebuttals and responses.

Action

Should any action be taken as a result of an evaluation to not renew an individual's contract the Charter School will comply with the requirements and procedures established by State law.

Legal Reference: I.C. § 33-514 Issuance of Annual Contracts – Support programs –
Categories of Contracts – Optional Placement – Written
Evaluation
I.C. § 33-515 Issuance of Renewable Contracts
I.C. § 33-518 Employee Personnel Files
IDAPA 08.02.02.120 Local Evaluation Policy

Policy History:

Adopted on: 1/5/2012

Revised on:

Certified Personnel Resignation (Release from Contract)

Applicants for teaching positions with Liberty Charter School who are issued a contract and employees who are on contract should recognize that their contract with the Charter School 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 Principal.

Employees (including those employees who have just signed their first contract) will not be released from contract during the school year or within 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. The request should be submitted to the Charter School 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 Administrator will advise the person submitting the request that he or she will recommend to the Board that the request be denied. The Administrator will also give the person making the request the opportunity to hold the request until finding a suitable replacement is imminent at which time the resignation would then be submitted to the Board. (If no time is specified for the request to be submitted to the Board, it will be submitted when the administration feels that finding a suitable replacement is imminent. The person making the request will be advised of that action.)

A determination of availability of a suitable replacement will be made by the Administrator 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, recommendation will be made that the Board NOT release the employee from contract.

Should any certificated employee desire release from his/her contract after the first day of July, the Governing Board may at its discretion request a hearing before the professional standards commission, alleging that the certificated employee is guilty of unethical and unprofessional practice.

Classified Personnel

Classified Employees not under contract are expected to give due written notice that will permit the Charter School to conduct a search for a suitable replacement. Generally speaking, the Board 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.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5360

Dress and Appearance

“One of the reasons we have schools is for students to learn what is appropriate. Young people learn what is appropriate in society by looking at their adult role models. Your dress and your behavior are what young people will take to be appropriate.” Harry K. Wong

As professionals in our schools, we realize and value the public’s perception of our roles as mentors and models for students. As a “School to Work” school we expect employees to model professional and work appropriate dress. We, therefore, set in policy the following outline of “reasonable expectations” for all professional staff.

The following dress code will apply to all teachers, educational assistants, secretaries, and administrators at Liberty Charter School. It is to be applied for all of the days students are present, parent-teacher conferences, and professional development days.

DRESSING UP IS ENCOURAGED

The following is considered an outline of acceptable dress, unless otherwise specified by the Administrator:

Males

- Pinpoint or button-down dress shirts and necktie
- Slacks or khakis/Docker-type slacks
- Dress shoes, boots, casual shoes
- Socks
- Neckties or turtleneck with blazer
- Business suit
- Sport coat or sweater
- Blue jeans only on Community Service Day or field trip days.

Females

- Business suit
- Jumpers, dresses, skirts (appropriate fit and length) (Denim/Chambray fabric acceptable)
- Slacks or khaki/Dockers-type slacks
- Dress shoes, casual shoes, boots
- Blouses, knit shirts, cotton shirts, sweaters (moderate neckline)
- School polo style knit shirts
- Dress shorts/skorts of appropriate professional fit and length

- Knit dress pants with tunic length top
- Dress “crop slacks” that are loose fitting
- Blue jeans only on Community Service Day or field trip days

Inappropriate/Unacceptable Attire

- Backless, see-through, tight fitting, or low-cut blouses/tops/dresses
- T-shirts, lycra, spandex, midriff tops, tank tops, muscle shirts
- Cut-off/Jeans shorts
- Sweatpants
- Coaching shorts, spandex (shorts or pants) of any length
- Blue Jeans
- Mini-skirts
- Jogging suits
- Denim overalls
- Apparel with offensive logos

EXCEPTIONS

- Gym Teachers: Gym clothing appropriate to activity, shorts restricted to gym or outside PE areas.
- Field Trips/Field Days: Modest, appropriate to activity.
- Special Days: Holiday clothing/school spirit/thematic clothing with Administrator’s permission.
- The Administrator may grant exceptions based on job-related needs.

Any casual dress or accessories not stated above must at all times meet or exceed standards set for our students in each of their respective schools.

ENFORCEMENT

Charter School staff members who do not, in the judgment of the Administrator, reasonably conform to this dress code shall receive a verbal or written notice from the Administrator. Repeated violations could result in disciplinary action by the Administrator against the staff member. In cases where a staff member refuses to comply with the directions of the Administrator, the staff member’s employment could be terminated. The decision of the Administrator is final regarding administration of this policy.

Policy History:

Adopted on: 1/5/2012

Revised on:

Professional Research and Publishing

The Board considers that the school system has proprietary rights to publications, instructional materials and devices prepared by employees during their paid work time. However, the Board also recognizes the importance of encouraging its professionals' writing, research and other creative endeavors.

When original materials are developed by employees or staff committees during working time, or as part of regular or special assignments for which they are paid, the school system will have sole rights in matters of publication or reproduction; however, identity of the employee(s) who created the materials will be clearly recognized and noted.

In situations where the proprietary rights to material is in doubt—as, for example, when original instructional materials have been developed partially during working time or as part of a paid assignment, and partially during the staff member's own time—arrangements will be made for the appropriate assignment of rights and any profits.

Cross-reference: 4250 Educational Research

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5410

Family and Medical Leave

In accordance with the provisions of the Family Medical Leave Act of 1993, a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) the birth of a child; 2) the placement of a child for adoption or foster care; 3) because of a serious health condition that makes the employee unable to perform the functions of the job; 4) to care for the employee's spouse, child or parent with a serious health condition; or 5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months, and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested and if there have been at least fifty (50) Charter School employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the service members.

Employees will be required to use appropriate paid leave while on FMLA Leave. Workers Compensation absences will be designated FMLA Leave.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is the calendar year.

Medical certification shall be required to determine FMLA initial or continued eligibility as well as fitness for duty.

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. Family Medical Leave Act --

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5410P

Family and Medical Leave

Who Is Eligible—Employees are eligible if they have worked for the Charter School for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there have been at least fifty (50) Charter School employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

Benefit—Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12) weeks leave with continuing participation in the Charter School's group insurance plan. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the servicemembers.

Reasons for Taking Leave—Unpaid leave will be granted to eligible employees for any of the following reasons:

- a) to care for the employee's child after birth, or placement for adoption or foster care;
- b) to care for the employee's spouse, child, or parent (does not include parents in-law) who has a serious health condition; or
- c) for a serious health condition that makes the employee unable to perform the employee's job.
- d) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

Substitution of Paid Leave—Paid leave will be substituted for unpaid leave under the following circumstances:

- a) Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in (b) or (c) above.
- b) Accumulated vacation/personal leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in (a) above.
- c) Accumulated sick leave will be utilized concurrently with FMLA leave whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to Charter School policy or an applicable collective bargaining agreement.
- d) Whenever appropriate workers' compensation absences shall be designated FMLA leave.

When Both Parents Are Charter School Employees—If both parents of a child are employed by the Charter School, they each are entitled to a total of twelve (12) weeks of leave per year. However, leave may be granted to only one (1) parent at a time, and only if leave is taken (1) for the birth of a child or to care for the child after birth; (2) for placement of a child for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent-in-law) with a serious health condition.

Advance Notice—Employees must provide thirty (30) days advance notice when the leave is “foreseeable.” In other situations an employee must give notice as soon as practicable. Leave may be allowed in emergency situations when no advance warning is possible. Inexcusable delays in notifying the Charter School may result in the delay or denial of leave.

Requests—A sick leave request form is to be completed whenever an employee is absent from work for more than three (3) days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.

Medical Certification—The Charter School will require medical certification to support a request for leave or any other absence because of a serious health condition (at employee expense), and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work statement.

Intermittent/Reduced Leave—FMLA leave may be taken “intermittently or on a reduced leave schedule” under certain circumstances. Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with the approval of the Charter School. Where FMLA leave is taken to care for a sick family member or for an employee’s own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary. An employee may be reassigned to accommodate intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced leave schedule, increments will be limited to the shortest period of time that the Charter School’s payroll system uses to account for absences or use of leave.

Insurance—An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, but it is incumbent upon the employee to continue paying the usual premiums throughout the leave period. An employee’s eligibility to maintain health insurance coverage will lapse if the premium payment is more than thirty (30) days late. The Charter School will mail notice of delinquency at least fifteen (15) days before coverage will cease.

Return—Upon return from FMLA leave, reasonable effort shall be made to place the employee in the original or equivalent position with equivalent pay, benefits, and other employment terms.

Record Keeping—Employees, supervisors and building administrators will forward requests, forms and other material to payroll to facilitate proper record keeping.

Summer Vacation—The period during the summer vacation or other scheduled breaks (i.e., Christmas) an employee would not have been required to work will not count against that employee's FMLA leave entitlement.

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

Leave More Than Five (5) Weeks Before End of Term—If an instructional employee begins FMLA leave more than five (5) weeks before the end of term, the Charter School may require the employee to continue taking leave until the end of a semester term if:

- (a) the leave is at least three (3) weeks; and
- (b) the employee's return would take place during the last three-(3)-week period of the semester term.

Leave Less Than Five (5) Weeks Before End of Term—If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than five (5) weeks before the end of term, the Charter School may require the employee to continue taking leave until the end of a semester term if:

- (a) the leave is longer than two (2) weeks; and
- (b) the employee's return would take place during the last two-(2)-week period of the semester term.

Leave Less Than Three (3) Weeks Before End of Term—If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than three (3) weeks before the end of term, the Charter School may require the employee to continue taking leave until the end of the academic term if the leave is longer than five (5) days.

Intermittent or Reduced Leave—Under certain conditions, an instructional employee needing intermittent or reduced leave for more than twenty percent (20%) of the total working days over the leave period may be required by the Charter School to:

- (a) Take leave for a period(s) of particular duration not to exceed the duration of treatment; or

(b) Transfer to an alternate but equivalent position.

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. Family Medical Leave Act --
National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181

Procedure History:

Promulgated on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5412

Jury Duty

Serving on a jury is a fundamental responsibility of citizenship, and Liberty Charter School supports this important role in our society. Upon receipt of the initial, official notification, an employee selected for jury duty must submit a copy of such notice to the immediate supervisor and to the district office as soon as possible so that appropriate substitute needs can be met. If the absence would pose a significant hardship for the Charter School, the employee may be asked to request a postponement of jury duty from the court.

Upon being excused from jury service during any day, an employee shall return to complete his/her assignment for the remainder of the regular work day.

Jury duty leave is paid for up to five (5) work days. The Administrator may approve additional days. Employees must submit all compensation paid by the Court to be eligible for compensated jury duty leave.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5413

Witness for Court Appearance Leave

Liberty Charter School employees who are subpoenaed into court as a witness will be allowed leave for required court appearances. Such leave will be without pay or the employee may use sick days. Employees are expected to use only the portion of the work day required for their appearance as a witness. Employees are required to submit a copy of the subpoena and receive prior approval of the Administrator and their immediate supervisor.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5420

Long-Term Illness/Temporary Disability

Employees may use sick leave for long-term illness or temporary disability, and upon the expiration of sick leave and family medical leave, the Board may grant eligible employees leave without pay if requested. Medical certification of the long-term illness or temporary disability shall be required.

Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth and recovery therefrom.

Leave without pay arising out of any long-term illness or temporary disability, including pregnancy, miscarriage, childbirth and recovery therefrom, shall commence only after sick leave and family medical leave has been exhausted.

Cross Reference: 5410 – 5410P

Family Medical Leave

Legal Reference: 29 CFR 825, 29 USC 2601, et seq.

Family Medical Leave Act –
National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181

29 CFR 1604.10

Pregnancy Discrimination Act -
Employment Policies Relating to Pregnancy and Childbirth

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5420P

Long-Term Illness/Temporary Disability

The following procedures will be used when an employee has a long-term illness or temporary disability.

1. When any illness or temporarily disabling condition is “prolonged”, an employee will be asked by the administration to produce a written statement from a physician stating that the employee is temporarily disabled and is unable to perform the duties of his/her position, but at some point in the future will be able to return to work.
2. In the case of any other extended illness, procedures for assessing the probable duration of the temporary disability will vary. The number of days of disability will vary according to different conditions, individual needs and the assessment of individual physicians. Normally, however, the employee should expect to return on the date indicated by the physician unless complications develop which are further certified by a physician.
3. Maternity leave will be treated as any other disability. As a disabling condition, maternity leave is not available to fathers.

Cross Reference: 5410 – 5410P

Family Medical Leave

Legal Reference: 29 CFR 825, 29 USC 2601, et seq.

Family Medical Leave Act –
National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181

29 CFR 1604.10

Pregnancy Discrimination Act -
Employment Policies Relating to Pregnancy and Childbirth

Procedure History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5430

Insurance Benefits for Employees

Newly hired certificated employees will be eligible for insurance benefits offered by Liberty Charter School.

Classified employees who work thirty (30) hours or more per week shall be entitled to group health insurance benefits as applicable to certificated personnel.

Legal Reference: I.C. § 33-517A School districts – Noncertificated employees – Group health insurance
I.C. § 67-5763 Governmental body authorized to make contracts for group insurance for officers and employees

Policy History:

Adopted on: 1/5/2012; Effective 7/1/2012

Revised on:

Liberty Charter School

PERSONNEL

5450

Personal Days/Vacation Leave

Liberty Charter School operates on a modified year-round schedule that allows all employees opportunity to address personal needs. It does not employ 12-month classified or administrative employees. Additionally, Liberty Charter School is a “School to Work” school and recognizes that attendance by employees is essential to providing an exceptional education to its students and that employees model the importance of work attendance for students. Therefore Liberty Charter School does not provide Personal Days or Vacation leave to any of its employees.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5460

Workers' Compensation Benefits

All employees of Liberty Charter School are covered by Workers' Compensation benefits. In the event of an industrial accident, an employee should:

1. attend to first aid and/or medical treatment if emergency prevails;
2. correct, or report as needing correction, the hazardous situation as soon as possible after the emergency is stabilized;
3. report the injury or disabling condition (whether actual or possible) to the immediate supervisor within forty-eight (48) hours; and
4. call or visit the administrative office after medical treatment if needed to complete the necessary report of accident and injury.

The Administrator shall notify the immediate supervisor of the report, and shall include the immediate supervisor in completing the any and all reporting as required.

An employee who is injured in an industrial accident may be eligible for Workers' Compensation benefits.

The Charter School will not automatically and simply defer to a report of industrial accident. The Charter School shall investigate as it deems appropriate to determine (1) whether continuing hazardous conditions exist that need to be eliminated, and (2) whether in fact an accident attributable to the Charter School's working environment did occur as reported. The Charter School may require the employee to authorize the employee's physician to release pertinent medical information to the Charter School or to a physician of the Charter School's choice, should an actual claim be filed against the Workers' Compensation Division which could result in additional fees levied against the Charter School.

Legal Reference: I.C. § 72-101, et seq. Workers' Compensation Act

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5500

Personnel Files

Liberty Charter School maintains a complete personnel record for every employee (certificated and classified). Much of the information contained in employee personnel files is confidential and access to such files should be limited to the Administrator, the employee, the employee's designee or representative, and schools requesting information based upon Idaho Code 33-1210.

A log of those persons other than the Administrator or other administrative staff, will be kept indicating the date and time of inspection, name of person requesting access, description of the records copies, if any, and the initials of the person providing the access and/or copies requested.

In accordance with federal law, the Charter School shall release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request, for any teacher or paraprofessional who is employed by a school receiving Title I funds, and who provides instruction to their child at that school. Access to other information contained in the personnel records of Charter School employees is governed by Policy 4340.

In accordance with state law including Idaho Code 33-1210, not later than twenty (20) days after receiving a request the Charter School shall release information regarding job performance or job related conduct to schools requesting such information for hiring purposes. See Policy 5100 and Procedure 5500P.

Certificated Employees

The Charter School shall maintain official Charter School files for employees.

An employee's official file shall be kept in the administrative office. It shall, at a minimum, the following records:

1. application materials;
2. contracts of employment;
3. communications from the administration;
4. performance evaluations;
5. rebuttals to performance evaluations;
6. parental input materials;
7. written reprimands;
8. original statements/releases to/from hiring school districts;
9. original acknowledgement of receipt of professional liability insurance providers list;
10. a copy of the employee's job description signed by the employee;

11. a signed acknowledgement that the employee has received a copy of the Charter School's sexual harassment policy;
12. a signed acknowledgement that the employee has received a copy of the Charter School's email and internet use policy;
13. documentation of additional training received, course work completed, in-service attended, etc.

The file may contain notes and observations. Letters of recommendation will be kept in a separate, sealed file maintained by the Administrator. Personal notes of supervisors need not be placed in the file, but may be maintained in the Administrator's own file(s).

Each employee will be provided written notice of all materials placed in an employee's personnel file. Notice shall be provided within ten (10) days of placement of information in the employee's file or, if possible, presented to the employee prior to placement in the file. An employee will have the opportunity to attach a rebuttal to any information placed in the employee's personnel file. An employee will have seven (7) days (from the date written notice of placement) to attach a statement or notification of rebuttal.

Upon request, an employee or the employee's designee or representative will have access to the employee's personnel file and will be provided copies, upon request within a reasonable period of time. The request, inspection, and/or copying of the file will be logged indicating the date and time, name of person requesting access, description of the records copied, if any, and the initials of the person providing the access and/or copies requested.

Record Keeping Requirements Under the Fair Labor Standards Act

In addition to the information to be placed in an employee's personnel file set forth hereinabove, any and all payroll information required by the Fair Labor Standards Act shall also be kept for each employee as follows:

1. Records required for ALL employees:
 - a. Name in full (same name as used for Social Security);
 - b. Employee's home address, including zip code;
 - c. Date of birth if under the age of 19;
 - d. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss);
 - e. Time of day and day of week on which the employee's work week begins;
 - f. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);
 - g. Any payment made which is not counted as part of the "regular rate";
 - h. Total wages paid each pay period.
 - i. I-9
2. Additional records required for non-exempt employees:
 - A. Regular hourly rate of pay during any week when overtime is worked;

- B. Hours worked in any work day (consecutive twenty-four-(24)-hour period);
- C. Hours worked in any work week (or work period in case of 207[k]);
- D. Total daily or weekly straight-time earnings (including payment for hours in excess of forty (40) per week, but excluding premium pay for overtime);
- E. Total overtime premium pay for a work week;
- F. Date of payment and the pay period covered;
- G. Total deductions from or additions to wages each pay period;
- H. Itemization of dates, amounts and reason for the deduction or addition, maintained on an individual basis for each employee;
- I. Number of hours of compensatory time earned each pay period;
- J. Number of hours of compensatory time used each pay period;
- K. Number of hours of compensatory time compensated in cash, the total amount paid and the dates of such payments;

Cross Reference:	4130	Public Access to Charter School Records
	5100	Hiring Process and Criteria
	5205	Job Descriptions
	5240F	Sexual Harassment/Intimidation in the Workplace Policy Acknowledgement
	5330F	Employee Electronic Mail and On-Line Services Use Acknowledgment

Legal Reference:	29 USC 201, et seq.	Fair Labor Standards Act
	I.C. § 33-517	Non-certificated personnel
	I.C. § 33-518	Employee personnel files
	I.C. § 33-1210	Information on past job performance

Policy History:

Adopted on: 1/5/2012

Revised on:

Prevention of Disease Transmission

All Charter School personnel shall be advised of routine procedures to follow in handling body fluids. These procedures shall provide simple and effective precautions against transmission of diseases to persons exposed to the blood or body fluids of another. These procedures shall be standard health and safety practices. No distinction shall be made between body fluids from individuals with a known disease or infection and from individuals without symptoms or with an undiagnosed disease.

The administration shall develop, in consultation with public health and medical personnel, procedures to be followed by all staff. The procedures shall be distributed to all staff, and training on the procedures shall occur on a regular basis. Training and appropriate supplies shall be available to all personnel, including those involved in custodial services.

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5710

Teachers' Aides/Paraeducators

Teachers' aides/paraeducators, as defined in the appropriate job descriptions, are under the supervision of a principal and/or a teacher to whom the principal may have delegated responsibility for close direction. The nature of the work accomplished by paraeducators will encompass a variety of tasks that may be inclusive of "limited instructional duties."

Paraeducators are employed by the Charter School mainly to assist the teacher. A paraeducator is an extension of the teacher, who legally has the direct control and supervision of the classroom or playground and responsibility for control and the welfare of the students.

In compliance with applicable legal requirements, the Board shall require all paraeducators with instructional duties, that are newly hired in a Title I school-wide program, to have:

1. Met a rigorous standard of quality, and can demonstrate through a formal state or local academic assessment the knowledge of and ability to assist in the instruction of reading, writing, or mathematics or the instruction of readiness of these subjects.

It is the responsibility of each principal and teacher to provide adequate training for a paraeducator. This training should take into account the unique situations in which a paraeducator works and should be designed to cover the general contingencies that might be expected to pertain to that situation. During the first thirty (30) days of employment, the supervising teacher or administrator shall continue to assess the skills and ability of the paraeducator to assist in reading, writing, and mathematics instruction.

The Principal has developed and implemented procedures for an annual evaluation of teachers' aides/paraeducators. Evaluation results shall be a factor in future employment decisions.

Legal Reference: Public Law 107-110, No Child Left Behind Act of 2001

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5720

Volunteers / Contractors

The Charter School recognizes the valuable contributions made to the total school program by members of the community who act as volunteers. A volunteer by law is an individual who:

1. has not entered into an express or implied compensation agreement with the Charter School;
2. is excluded from the definition of “employee” under the appropriate state and federal statutes;
3. may be paid expenses, reasonable benefits and/or nominal fees in some situations; and
4. is not employed by the Charter School in the same or similar capacity for which he/she is volunteering.

Charter School employees who work with volunteers shall clearly explain duties for supervising children in school, on the playground and on field trips. An appropriate degree of training and/or supervision of each volunteer shall be administered commensurate with the responsibility undertaken.

In order to maintain a safe environment for the students of Liberty Charter School, the names of all contractors (including subcontractors) who perform work on school property will be provided to the Charter School in advance of performing work on school property. The names of contractors will be checked against the statewide sex offender register and any contractor who is listed on such registry will not be allowed to perform work on school property.

Cross Reference: 5110	Fingerprints and Criminal Background Investigations
4600	Volunteer Assistance
4420	Sex Offenders

Legal Reference: I.C. § 33-512 Governance of schools

Policy History:

Adopted on: 1/5/2012

Revised on:

Liberty Charter School

PERSONNEL

5730

VOLUNTEER -- AUTHORIZATION TO RELEASE INFORMATION

TO WHOM IT MAY CONCERN:

I, _____, am seeking a volunteer assignment with Liberty Charter School. I acknowledge that a complete investigation into my background is necessary to protect the safety and welfare of the children in Liberty Charter School. I hereby expressly and voluntarily give Liberty Charter School the right to make a thorough investigation of my past employment, education, and activities. I understand that Liberty Charter School reserves the right to use any lawful method of investigation that, in its sole discretion, it deems reasonable and necessary.

This document is effective until revoked in writing by me.

SIGNATURE

DATE

Print Full Name: _____

Print Full Address: _____

Birth Date: _____

Social Security Number: _____

STATE OF IDAHO)

: ss.

County of _____)

On this ____ day of _____, 200_, before me, a notary public of the State of Idaho, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that _____ executed the same as _____ free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public, State of Idaho

County of _____

My commission expires _____

Liberty Charter School

PERSONNEL

5820

Evaluation of Non-Certified Staff

Each non-certified staff member's job performance shall be evaluated by the staff member's direct supervisor. The evaluation process includes scheduled evaluations, on forms applicable to the job classification and description, and day-to-day appraisals.

The Administrator shall provide a copy of the completed evaluation to the staff member and shall provide an opportunity to discuss the evaluation. The original should be signed by the staff member and filed with the Administrator. If the staff member refuses to sign the evaluation, the Administrator should note the refusal. The employee will be allowed the opportunity to attach a rebuttal to any information contained in the evaluation.

Legal Reference: I.C. § 33-517 Noncertificated Personnel
 I.C. § 33-518 Employee Personnel Files

Policy History:

Adopted on: 1/5/2012

Revised on: