

# 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 2012.01.05

Revised on:

## **Liberty Charter School**

### **PERSONNEL**

**5100F2**

#### **Liberty Charter School**

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

### **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:

Adopted on: 2012.01.05

Revised on:



School Specific Teaching Certificates

Liberty Charter School, #458 teachers shall be required to hold a teaching certificate. This may be a standard instructional certificate or interim certificate as described in Idaho Code 33-1201 et seq. and IDAPA 08.02.02 or it may be a charter school-specific teaching certificate. Teachers employed in any special education assignment must have a standard instructional certificate, not a charter school-specific teaching certificate.

To obtain a school-specific teaching certificate with the Liberty Charter School, a teacher must meet the following criteria:

1. Be at least 18 years of age.
2. Be free from contagious diseases. If at any time there is probable cause to believe the person has a contagious disease, the situation shall be addressed as described in Policy 5235.
3. Have on file with the State Department of Education the results of a criminal history check as described in IC 33-130.
4. Have no conviction for a felony listed in IC 33-1208.

The teacher must also hold a bachelor's degree from an accredited institution unless they are teaching career technical education courses and satisfy the following requirements:

1. Hold or have held an approved industry certification in a field closely related to the content area they will teach or demonstrate a minimum of 6,000 hours of professional experience in a field closely related to the content area they will teach; and
2. Complete an educator training program or courses approved by the Division of Career Technical Education.

Whether an industry certification or field of professional experience is closely related to the area to be taught will be as defined by the Division of Career Technical Education.

The School shall apply to the State Board of Education for a school-specific teaching certificate for any teacher it wishes to grant such a certificate to. The State Board of Education may refuse to issue or authorize a certificate to any applicant for any reason that would be grounds for revoking a certificate.

Teachers with a school-specific teaching certificate shall receive mentoring and professional development as approved by the Board of Directors and meet any other requirements imposed by the Board.

The Board of Directors may accept a school-specific teaching certificate issued by another charter school if the requirements to receive that certificate meet or exceed those of the Liberty Charter School’s school specific teaching certificate.

**The Board directs the Administrator to draft requirements for school specific certificate holders’ ongoing education and professional development. These requirements shall include the same number of credit hours is required as that of teachers holding a standard instructional certificate.]**

Holders of school-specific teaching certificates are required to comply with and conform to Idaho law and the Code of Ethics of the Idaho Teaching Profession.

Cross References:	5235	Health Examination
Legal References:	IC § 33-103 IC § 33-1201 et seq. IC § 33-2205  IC § 33-5206(6)  IDAPA 08.02.02	Removal of Members — Cause Teachers State Board to Appoint Administrator — Designation of Assistants — Division of Career Technical Education — Duties and Powers Requirements and Prohibitions of a Public Charter School Rules Governing Uniformity

Policy History:  
Adopted on: 2023.01.18  
Revised on:  
Reviewed on:

Certificated Personnel Employment

Definitions

**Category 1 Certificated Employees:** Certificated personnel hired on a limited one year contract after August 1<sup>st</sup> or the spouse of a Board Member hired under the limited provisions of Section 33-507(3), Idaho Code.

**Category 2 Certificated Employees:** Certificated personnel in the first and second years of continuous employment within the same charter school/school district.

**Category 3 Certificated Employees:** Certificated personnel in the third year of continuous employment by the same charter school/school district.

**Renewable Contract Certificated Employees:** At the Charter School's sole discretion, and with the exception of Interim Certificate holders, upon being offered a contract for a fourth full consecutive year of employment as a certificated teacher, certificated personnel may automatically renew their employment with this Charter School, for the next school year, by timely returning their contract.

The Charter School shall have the option to grant renewable contract status when it hires a certificated employee who had been on a renewable contract with another Idaho charter school/school district or who has out-of-state experience which would otherwise qualify the certificated employee for renewable contract status in Idaho. Alternatively, the Charter School can place the certificated employee on a Category 3 contract. Such Category 3 placement may be for one, two, or three years.

**Retired:** Certificated personnel receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, will be hired as at-will employees on a form contract approved by the Superintendent of Public Instruction for Retired Teachers or Retired Administrators. Retired school employee means any School employee employed as instructional staff, pupil service staff, or professionally endorsed staff and any staff holding a certificate as described in to 33-1210A, Idaho Code, as well as school bus drivers and resource officers.

**Interim Certificate Holder:** A certificated employee who holds an interim certificate while they pursue an alternate route to certification must complete at least nine semester credits annually toward the completion of their alternate route to certification and meet their annual progress goals toward the completion of the alternate route. The Charter School may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and Charter School policy. Personnel who hold an interim certificate

and/or emergency authorization and have not been issued their five year renewable certificate shall not exceed a Category 3 Contract until conditions have been met.

### Notice

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

### Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts may be issued for, an assignment which is not part of a certificated employee's regular teaching duties. A supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category 1, 2, 3 or renewable) and no property rights shall attach. A written notice of

non-reissuance of the extra duty supplemental contract with a written statement of reasons shall be provided. Upon written request, the certificated employee shall be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. The contract should be in a form approved by the State Superintendent of Public Instruction.

An extra day assignment is, and supplemental extra day contracts may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the Charter School. Such additional days may be in service of the same activities as the employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certificated employee's underlying contract (Category 1, 2, 3 or renewable). The contract shall be in a form approved by the State Superintendent of Public Instruction.

#### Delivery of Contract

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

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

#### Return of the Contract

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

#### Failure to Accept or Acknowledge

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

Cross References: 5340  
6100

Evaluation of Certificated Personnel  
Executive Director

Legal References: I.C. § 33-507  
I.C. § 33-513

Limitation upon Authority of Trustees  
Professional Personnel

I.C. § 33-514	Issuance of Annual Contracts – Support Programs –
	Categories of Contracts – Optional Placement
I.C. § 33-514A	Issuance of Limited Contract – Category 1 Contract
I.C. § 33-515	Issuance of Renewable Contracts
I.C. § 33-515A	Supplemental Contracts
I.C. § 33-5206	Requirements and Prohibitions of a Public Charter
	School
I.C. § 59-1302	Definitions

Policy History:

Adopted on: 2012.01.05

Revised on: 2016.09.15

Revised on: 2019.11.13

Revised on: 2020.01.16

Revised on: 2021.08.12

Revised on: 2022.07.14

Equal Employment Opportunity and Non-Discrimination

The Charter School shall provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, sex, gender identity and expression, sexual orientation, age, ancestry, marital status, military status, citizenship status, pregnancy, use of lawful products while not at work, physical or mental handicap or disability if otherwise able to perform the essential functions of the job with reasonable accommodations, and other legally protected categories.

The Charter School will make reasonable accommodation for an individual with a disability known to the School, if the individual is otherwise qualified for the position, unless the accommodation would impose an undue hardship upon the School.

Inquiries regarding discrimination should be directed to the Title IX or Nondiscrimination Coordinator. Specific written complaints should follow the Uniform Grievance Procedure.

In compliance with federal regulations, the Charter School will notify annually all students and applicants of this policy and the designated coordinator to receive inquiries. Notification should include the name and location of the coordinator.

Cross References:	5100	Hiring Process and Criteria
	5250	Certificated Staff Grievances

Legal References:	Pub. L. 99-603	Immigration Reform and Control Act of 1986
	20 U.S.C. §§ 1681 - 1682	Title IX of the Education Amendments of 1972
	29 U.S.C. § 206(d)	Equal Pay Act of 1963 -Prohibition of Sex Discrimination
	29 U.S.C. §§ 621-34	Age Discrimination in Employment Act of 1967
	29 U.S.C. § 701, <i>et seq.</i>	Section 504 of the Rehabilitation Act of 1973
	42 U.S.C. §§ 2000(e), <i>et seq.</i>	Title VII of the Civil Rights Act of 1964
	42 U.S.C. §§ 12101, <i>et seq.</i>	Title I of the Americans with Disabilities Act of 1990
	29 C.F.R. Part 1601	Implementing Title VII of Civil Rights Act
	29 C.F.R. § 1604.10	Pregnancy Discrimination Act -Employment Policies Relating to Pregnancy and Childbirth



34 C.F.R. Part 106

Nondiscrimination on the Basis of Sex in  
Education Programs or Activities Receiving  
Federal Financial Assistance (Implementing  
Title IX)

I.C. § 33-5206

Requirements and Prohibitions of a Public  
Charter School

I.C. § 67-5909

Commission on Human Rights - Acts  
Prohibited

IDAPA 08.02.04.300

Public Charter School Responsibilities

Policy History:

Adopted on: 2012.01.05

Revised on: 2016.02.11

Revised on: 2020.01.16



**Teacher Involvement and Support of School Mission and Vision**

As a charter school and school of choice, Liberty Charter School is in the unique situation whereby the school could fail due to lack of student enrollment and associated funding. Due to this fact, it is critical that the school and its employees serve as positive ambassadors for the school's mission and vision and participate in the school's public relations, and student retention activities.

A fundamental Harbor Method tenant is that "School cultures teach. They teach through the expectations set for them by the people working in them, both children and adults. They teach through the visible and invisible ways that people work together. They teach through the ways in which people treat one another. Safe, supportive school cultures mitigate the potential effect that differences among students could have on their learning."

"The practices and conduct of the adults in the school are expected to be a primary model for students as they learn the character traits and work habits that will be life-long assets to them." Teacher involvement in school-sponsored activities, beyond the classroom, is important not only to every student's academic achievement but also in supporting the school's culture and student retention. Teacher involvement models and supports the caring environment the Harbor Method has created in support of our students. Such involvement is expected from all certificated staff of the school, regardless of primary grade level of student instruction.

**Additional Certificated Job Duties:**

1. As a component of a certificated employee's job duties, each K-12 certificated staff member shall seek out ways to attend, volunteer and/or oversee a minimum of five (5) school activities per school year. Such participation shall be in addition to any event which the teacher may attend associated with their job duties, their child's participation in an event at the school or a spouse's role in an event (i.e. coaching). To fulfill this participation expectation, all certificated employees, regardless of grade of instruction:
  - will attend one performance of either choir/jazz or a play each year;
  - will work at one high school fundraiser; and
  - will attend one sporting event that your child/spouse is not involved.

To assist facilitating such teacher involvement, the school's administration shall develop a procedure for coordinating teacher involvement associated with the various opportunities and duties.

2. A component of the certificated employee's job duties shall include the "Talent Show" or teacher performance function on the last day of the student's school year. Such event is true to the Harbor Method's desire to address the tone and tenor of the educational environment and the end of the school year for its student population.
3. A component of the certificated employee's job duties shall include attendance and participation at the school's annual Open House.

Successfully completing this expectation will be noted on teachers' annual evaluation, Domain 4 Professional Responsibilities, 4d Participation in the Professional Community, Service to the School and Participation in School Projects.

Should any individual teacher experience a situation whereby the teacher will have a problem fulfilling any of the above-identified job duties, in addition to the standard duties involved with their teaching position, an individual conference needs to be held with the teacher's school administrator to address what alternatives, if any, can meet the same objectives and intentions of the job responsibility identified.

This policy and the expectations contained herein emphasize the importance of teachers and administrators in the school's engagement with and commitment to our students. The active involvement of our certificated personnel in the educational and extra-curricular activities of our students supports the mission and vision of the Harbor Method and helps to ensure the longevity of the school's program for both the students it serves and the personnel it employs.

#### Policy History

Adopted on: 2016.02.11

February 11, 2016

Teachers,

Let me first apologize for the long, long email. Print out the email and policy and keep both close to your desk so you can read often to remind you of the content. This policy is for Liberty and Victory, the two K-12 Harbor Schools.

Please see attached policy. It was discussed last fall in the meeting before the new school year the expectations of needing all hands on deck to promote our high school, and to help in the efforts of retaining our k-8 students into high school. It was emphasized that Liberty, as a charter school, is a public school that has no safety net in terms of local property tax \$, emergency bond levies, etc., to bail it out of hard times when/if there are significant enrollment decreases. In other words, Liberty is a school that can fail...go out of business. We were reminded that we all need to be involved in ensuring its on-going success – that by doing so we continue the positive effects we've so far secured for our employees' livelihood and work environment, and for our students' great education and safe learning atmosphere.

But what I realized is the expectations were given at that time without a roadmap to follow. For that, I am very sorry. The attached policy adopted by the Governing Board is the roadmap we need.

We are a K-12 school. So all teachers will take part in the activities at the high school level. The high school teachers have done the work since the high school opened in 2001 to make our high school program attractive to students. They have chaperoned high school fundraisers and dances, attended plays and concerts, worked at games, 4 May Awards evenings, and overseen other, important activities, such as National Honor Society. The high school teachers have added more students per class during the lean years so we wouldn't have to cut all teachers' salaries. Without a high school, we cannot afford the costs of a building, expenses, and certainly salaries.

This is not to take away from the great job the K-8 teachers do in managing their classrooms so as to achieve the highest student academic and behavioral outcomes possible. Our K-8 students are at the highest levels of achievement because of the K-8 teachers' commitment to the Harbor Method. However, if we do not retain the vast majority of our K-8 students who have had the benefit of the Harbor K-8 program, but replace them with struggling students needing substantial remediation, we will not be able to sustain the high expectations of our charter contract & certificate with the state. In plain words, we will go out of business. (Don't get me wrong, I believe we have done remarkable things with students who needed our school environment in order to excel. But if we end up having more of an alternative high school setting, rather than what we've designed -- a college-bound, high-school setting -- we will not fulfill our charter & certificate requirements. To review what those are, you can find our Charter Certificate on the school's website.)

It really does take an all-hands-on-deck approach. Therefore, K-8 teachers will now be able to help their colleagues at the high school level. By doing so, not only are all teachers involved in promoting the school, they are also now invested in our students'

growth through to graduation. The big benefit, for example, when teachers attend a choir/jazz concert, is they can come to school the next student contact day and talk to their kids about the excellent music program at the high school. You can name songs (maybe even hum a few bars), mention students with solos (those the younger ones look up to or their siblings), or share all the various musicianship taking place – from drummers to vocalists to saxophonists -- in other words, you can motivate and encourage your students to want to be part of it. For instance, there are only 2 students in all of Idaho this year who made the 8-state jazz choir after taking part in auditions against a couple thousand other students. Both of them are from Liberty who dual enroll in the fabulous Victory music program, and they get to go to Seattle next month to perform. Our plays are wonderful. When you attend, you will be able to promote our drama program, highlighting students who were excellent. Our younger students need to hear that not only is it fun to go watch the high school basketball and volleyball players, but that these players at our small school are getting some of the same opportunities to play in college that players in larger high schools are getting. Our younger students need to be told of these opportunities -- ones they can also have in our high school if they work hard. Not to mention, the elementary students will love seeing their teachers helping at movie nights and the K-8 teachers will also promote better student behavior at these events. High school students will love seeing their K-8 teachers taking a continued interest in them by taking part at their sporting and activity events. This is a win-win for our school.

You will note that the Teacher Talent Show is now in the same policy. It is an event that benefits the Harbor culture. We send our kids home for the summer smiling. I have said from the beginning that the Harbor Method is 25% classroom instruction and 75% culture. This policy will only make our culture better which will assist learning. Teachers will now have the opportunity to not only model attitude and effort during the school day, but also at after-school activities.

Although, we are many things in this life, a spouse, daughter, son, parent, etc., Liberty (like all businesses) does not hire you for any of those roles. We hire you to be an outstanding employee. Part of that is the responsibility to be part of the team and to take part in continued success.

Again, I am sorry for giving staff expectations without providing a way to make them happen. Please read the policy closely and feel free to talk to the administration if you have questions. The high school teachers and AD will identify the dates of dances, prom, choir/jazz performances, plays, academic events, and sporting events by the time school starts in August. There will be an organizational chart for activities in the office which will be managed by the administration. This way you can easily plan your year to cover your obligations per this policy as well as plan for any other activities that you'd like to attend.

Thank you for all you do and for continuing to provide the best education possible for students.

Becky

## **Liberty Charter School**

### **PERSONNEL**

**5207**

#### **Teacher Communication with Parents**

Too often, teacher communications with parents only involve addressing negative behaviors by the parents' child. For a myriad of reasons, however, it is far more productive for the student, teacher and parents alike, for teachers to communicate with parents about the many positive experiences and interactions the student and teacher have enjoyed together in school.

As a result, and consistent with the school's Harbor Method philosophy of teaching, during each two (2) week period of the school year where classes are in session, all teachers are required to send three (3) positive emails to the parents or guardians of students sharing with them a specific incident, interaction or event in which the student demonstrated positive attributes. The emails should discuss separate, distinct events, and cannot all be sent on the same day, or discuss the same event. The teacher's supervising administrator(s) shall be a cc. recipient of each email.

This requirement will be a teaching expectation and will be noted on the teacher's annual evaluation, Domain 4, Professional Responsibilities, Component 4c, Communicating with families.

Such communication will demonstrate the teacher's dedication to the students and their families by emphasizing their positive experiences and interactions shared with each of their students, and in so doing will enhance the teacher's self-recognition and appreciation of the many positive experiences shared with their students.

#### Policy History:

Adopted on: 2020.11.06

Revised on:

**PERSONNEL**

**Student Escort to Prep Classes**

All first through eighth grade certified teachers will escort their class to lunch and all preps, and remain until the students are seated and quiet.

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**RATIONALE:**

Student behavior problems frequently occur during transition times when students feel less supervised.

The authority a teacher represents encourages better student behavior.

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**Policy History:**

Adopted on: 2024.04.17

Reviewed on:



**PERSONNEL**

**Certified Staff PM Bus Duty**

All first through eighth grade and SPED teachers will supervise the disposition of students at the end of the school day. Teachers will direct the loading of their assigned bus from 2:40 until the bus departs. The schedule will be reviewed each year.

One administrator will manage the morning student drop-off. The other administrator will manage the afternoon student pick-up. The afternoon administrator will direct traffic from the west side of Kris Jensen Lane at the northeast corner of the staff parking lot. Map attached.

**RATIONALE:**

Student safety and correct disposition is critical.

Having a teacher to direct the loading of each bus is efficient and accurate.

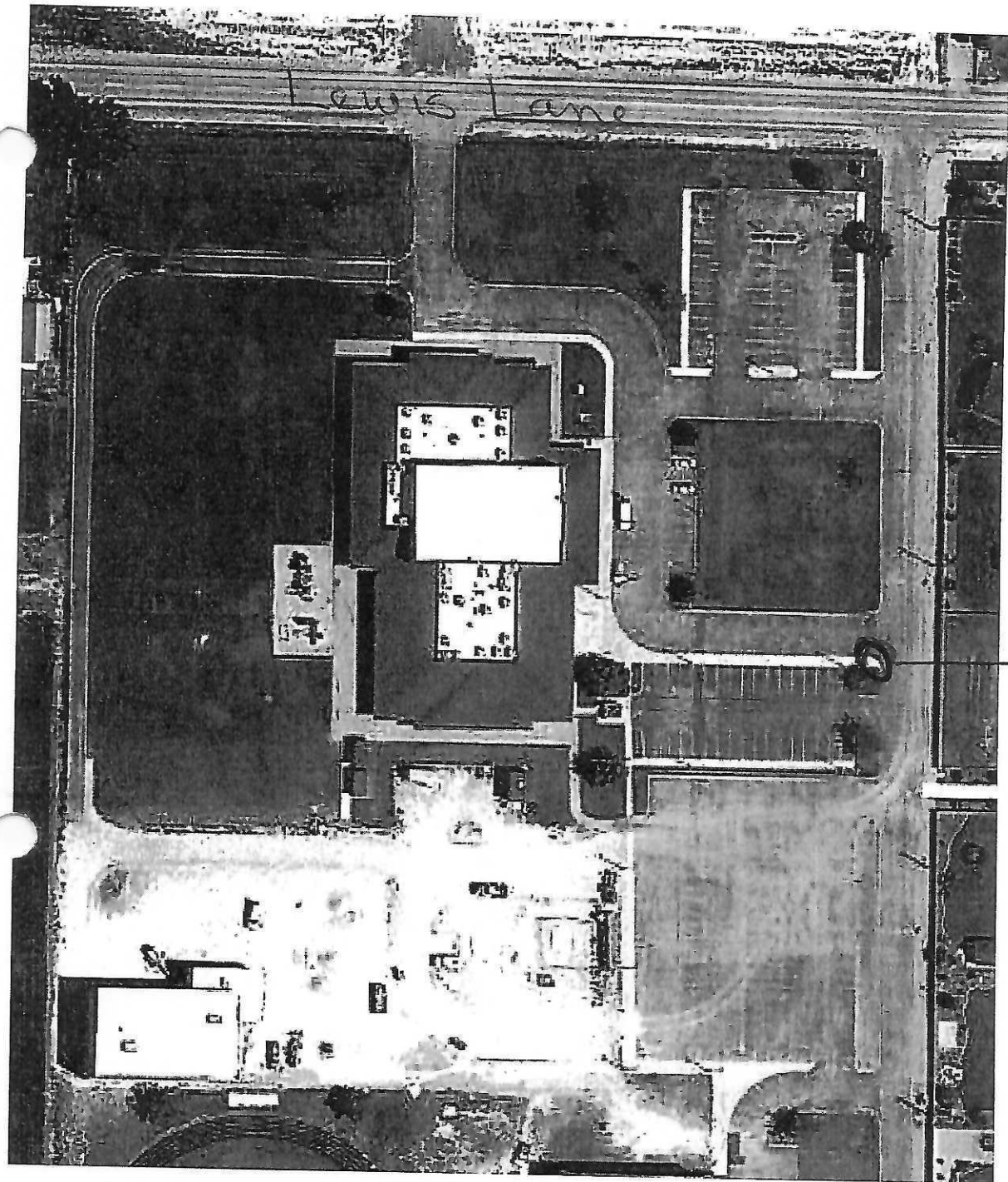
The authority a teacher represents encourages better student and parent behavior.

With administrator and teacher effort, buses, students and parents exit the grounds quickly and safely.

**Policy History:**

Adopted on: 2023.12.06

Reviewed on:



Liberty  
Administrator

Liberty Charter School

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Assignments, Reassignments, Transfers

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

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

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

When the Board reassigns an administrative employee to a non-administrative position, the employee shall be entitled to an informal review.

**Classified Staff**

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

**Teaching**

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

Cross Reference:	5107	Informal Review
	6100-6100P	Principal
	6200	Charter School Organization

Policy History:

Adopted on: 2012.01.05

Revised on: 2019.11.13

Revised on: 2020.01.16

Sexual Harassment/Sexual Intimidation in the Workplace

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.

The 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 address the matter as described in Policy 3085 and Procedure 3085P. An individual with a complaint alleging a violation of this policy which does not fall within the scope of Policy 3085 and Procedure 3085P shall follow the Uniform Grievance Procedure.

## Investigation

If an allegation of sexual harassment is found to not fall within the scope of Policy 3085 and Procedure 3085, but still claims conduct which violates this policy, 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 or her representative, if any;
3. Obtain signed statements of witnesses; and
4. Prepare a report of the investigation.

## Confidentiality

Due to the damage that could result to the career and reputation of any person accused falsely or in bad faith 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, unless otherwise required by Policy 3085 or Procedure 3085P. In addition, all persons involved in an allegation which falls within the scope of this policy, and not within the scope of 3085 or 3085P are prohibited from discussing the matter with coworkers 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	Certificated Staff Grievances
	3085	Sexual Harassment, Discrimination and Retaliation Policy
	3085P	Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions

Legal References:	20 U.S.C. §§ 1681 - 82	Title IX of the Education Amendments of 1972
	42 U.S.C. § 2000(e), <i>et seq.</i>	Title VII of the Civil Rights Act of 1964
	29 C.F.R. § 1604.11	Sexual harassment
	I.C. § 33-5210(3)	Application of School Law - Accountability
		- Exemption from State Rules
	I.C. § 67-5909	Commission on Human Rights - Acts Prohibited

## Policy History:

Adopted on: 2012.01.05

Revised on: 2020.01.16

Revised on: 2020.11.06

Reviewed 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.

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Employee Signature

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Employee Printed Name

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Date

Policy History:

Adopted on: 1/5/2012

Revised on:

Certificated Staff Grievances

It is the 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 written Board approved Charter School policy.

Grievance Procedure

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be addressed according to Policy 3085 and Procedure 3085P, and violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged. 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 file the written grievance with their immediate building principal. The written grievance shall state:

1. The policy employee believes was 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 working days of the date of the initial event allegedly giving rise to the grievance.

The Administrator or his or her designee shall meet with the grievant and shall, at the discretion of the Administrator or designee, seek whatever additional documentation the Administrator deems appropriate, and conduct whatever additional meetings or investigative activities the Administrator or designee believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten working days, the Administrator shall provide the grievant with a written response to the grievance of the certificated employee. If the grievant is not satisfied with the decision of the Administrator, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within five days of receiving the Administrator's decision. The Board is the policy-making body of the Charter School, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Administrator to the Board bears the burden of proving a failure to follow Board policy.

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 so long as received more than three days in advance of such meeting. If such is received within three days of such meeting, the Board may schedule a Special Meeting of the Board or alternatively such matter may be placed on the agenda for the next subsequently following Board Meeting. A decision shall be made and reported in writing to all parties within 30 days of that meeting. The decision of the Board will be final.

Grievances will be processed according to the step-by-step process outlined in the Uniform Grievance Procedure 4120, however, in the case where a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step and the process shall be modified as needed to meet the objectives of the Grievance Procedure. If a grievance is directly based on official Board action, the grievance shall be directed to the Clerk of the Board. The grievance may be heard by the Board at the sole discretion of the Board.

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

Policy History:

Adopted on: 2012.01.05

Revised on: 2019.11.13

Revised on: 2020.11.06

Reviewed on:

Abused and Neglected Child Reporting

The personal safety and welfare of each child is of paramount concern to the Board of Directors, employees, and patrons of the Charter School. It is of particular importance that employees within the School become knowledgeable and thoroughly educated as to their legal and ethical responsibilities regarding observation and reporting of suspected child abuse, child abandonment, 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, or soft tissue swelling. Abuse is further defined in I.C. 16-1602 to include 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. Abuse also includes abandonment and neglect.

"Abandoned" is defined as the failure of the parent to maintain a normal parental relationship with his or her 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 year is evidence of abandonment.

"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 with these items;*

-I.C. § 16-1602(25).

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

Employees of the Charter School shall notify their supervisor immediately of the case. The supervisor shall immediately notify the Administrator or his or her designee, who shall also, 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 is immune from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports that a child has been abused, abandoned, or neglected in bad faith or with malice is not entitled to immunity from any civil or criminal liability that might otherwise be incurred or imposed, per I.C. § 16-1606.

In addition, according to I.C. § 16-1607:

*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.*

Any 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 and if the employee is a certificated professional employee, reporting to the Professional Standards Commission for possible violation of the Code of Ethics for Idaho Professional Educators.

Legal References:	I.C. § 16-1602	Child Protective Act: Definitions
	I.C. § 16-1605	Child Protective Act: Reporting of Abuse, Abandonment or Neglect
	I.C. § 16-1606	Child Protective Act: Immunity
	I.C. § 16-1607	Child Protective Act: Reporting in Bad Faith-Civil Damages
	I.C. § 33-5204A	Applicability of Professional Codes and Standards – Limitations upon Authority
	I.C. § 33-5210	Application of School Law – Accountability – Exemption from State Rules
	IDAPA 08.02.04.300	Public Charter School Responsibilities

Policy History:

Adopted on: 2012.01.05

Revised on: 2020.01.16

Reviewed 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: \_\_\_\_\_

Personal Conduct

Employees are expected to maintain high standards of honesty, integrity, and impartiality in the conduct of 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 the 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. A 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 Charter School's own network of communication.

School employees who are contacted by the media should direct such inquiries to either the individual in question or to the principal, his or her designee, or to **Gayle O'Donahue, 208.466.7952.**

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.

Personnel Conflict of Interest

It is not uncommon for a Charter School to employ people who are related to one another or romantically involved with one another. However, it is inappropriate for one family member or romantic partner to have direct influence over the other's conditions of employment (i.e., salary, hours worked, shifts, evaluation, etc.).

For the purpose of this policy, family member or romantic partners are defined as spouse,

domestic partner, daughter, son, parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, daughter-in-law, or son-in-law.

In any case, when employees are unsure about a potential conflict, they should fully disclose the circumstances in writing to their supervisor. If one family member or romantic partner has influence over another family member or romantic partner's conditions of employment, the following should occur:

1. In collaboration with the supervisor, the involved employees will be provided 30 days to make a decision regarding a change. Options include, but are not limited to:
  - A. One employee applying to transfer to another area; or,
  - B. Revising the reporting structure in the department so that one employee no longer has direct influence over the other employee's conditions of employment; or
2. If a decision is not reached by the end of the thirty-day period, the department head, or next level of administrator, will resolve the situation.

Nothing in this policy shall require the Executive Director or Board, in the case when the conflict of interest directly relates to the Executive Director, to transfer an employee to a different position in an effort to avoid a conflict of interest if doing so would not be in the best interest of the Charter School.

### Insubordinate Conduct

As the Harbor Method of instruction includes high expectations for student behavior as well as emphasizes character education for students, it is critical that all the adults in the school setting model and reinforce appropriate professional interactions. Accordingly, employees shall treat all Directors, Administrators, Supervisors and colleagues in an appropriate and professional manner.

Employees shall comply with all work-related orders, instructions, and directives issued by a proper authority. Insubordination; manifest disrespect; acts or language which hamper(s) the school's ability to control, manage, or function; displays of unacceptable modeling of rules for students or staff; or any other serious breaches involving improper attitudes or improper action toward persons in positions of authority are just cause for and may result in employee discipline, up to and including possible termination.

Examples of improper conduct include, but are not limited to:

1. Disobeying an appropriate order, instruction or directive of a supervising employee or administrator;
2. Refusing to accept a reasonable and proper work assignment or directive of a supervising employee or administrator;

3. Disputing or ridiculing authority;
4. Exceeding authority; and/or
5. Using vulgar or profane language to a supervising employee or administrator.

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: 2012.01.05

Revised on: 2018.06.14

## **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:

Political Activity - Staff Participation

The 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, or advocate for or against a political candidate or ballot measure, provided that the staff member does not campaign during instructional times or while they are responsible for other duties, or while they are in settings where they are likely to have contact with students; and provided all other legal requirements are met. "Ballot measure" includes, but is not limited to, bond or levy elections.

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.

The Charter School shall not restrict constitutionally protected political speech of employees during non-instructional times in non-student contact settings, such as during duty-free periods in faculty break rooms and lounges during the school day or during afterschool events. Nothing in this section is intended to restrict the right of a School employee to express his or her personal constitutionally protected political views.

No Charter School employee may use for election or political campaigns, private or charitable organizations or foundations, or ballot issues any public facilities or 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.

No Charter School employee may work on election, political campaigns, ballot issues, or issues dealing with private or charitable organizations or foundations during the work day.

Legal Reference:      Pub. L. 76-252 The Hatch Act of 1939  
                             Id. Const. art. III, § 1      Initiatives and Referenda  
                             I.C. § 74-601, *et seq.*      Public Integrity in Elections Act

Policy History:

Adopted on: 2011.12.11

Revised on: 2018.11.08

Revised on: 2020.01.16