

SECTION 24: TERMS AND CONDITIONS OF EMPLOYMENT

Esperanza Elementary is an Equal Opportunity Employer and does not discriminate based on disability, race, creed, color, gender, sexual orientation, national origin, religion, or ancestry. Esperanza Elementary follows all requirements of ADA regarding job application procedures, hiring, advancement and discharge of employees, worker's compensation, job training, and other terms, conditions, and privileges of employment. Esperanza Elementary shall provide reasonable accommodations to all disabled employees.

At Will Status

Under Utah State Law, Esperanza Elementary is exempt from the Utah Orderly Termination Act. All Esperanza Elementary employees are at-will employees and have no expectation of continued employment. Esperanza Elementary desires to dismiss employees only when it is in the best interest of the school's mission, its educational philosophy and its students.

Employment

Esperanza Elementary will make every attempt to publicize and attract applicants who are qualified and exhibit passion and aptitude for teaching in its language-immersion program and its school community that includes Glasser's Quality School model and Purkey's Invitational School principles. In all cases, Esperanza Elementary will select its personnel directly and in compliance with all Federal and State rules and regulations. As charged by the Board, Esperanza's CEO/Director in collaboration with the Principal/Instructional Leader is responsible for the hiring, supervision, evaluation, and termination of the school's staff, or the delegation thereof.

Offers of employment are made in writing which, if accepted, are signed and returned to Esperanza Elementary. Accepted offers establish and acknowledge an agreement to an employment relationship between the employee and Esperanza Elementary. This agreement outlines the job requirements as well as compensation and benefits. Employment offers may be renewed yearly for all employees, including the CEO/Director. Esperanza Elementary will ensure that the Employment Agreement does not eliminate the school's At-will status and will have Utah Risk Management deliver an opinion on the document before it is put to full use.

All employees of Esperanza Elementary are expected to conduct themselves in a professional manner. Employees of Esperanza Elementary shall:

- Maintain current licenses for any positions held.
- Pass a background check as often as State Statute requires and provide accurate and true school records including application for employment.
- Have only appropriate and professional relationships with students.
- Treat all students fairly.
- Ensure confidentiality of student information.

- Take personal responsibility for teaching individual students.
- Work towards continual improvement in using the tools and strategies that best meet the needs of diverse students.
- Be in attendance and punctual for required meetings and trainings
- Have an attitude of encouragement and providing aid that enhances the work performance of others.
- Comply with dress standards.
- Not use, possess or unlawfully distribute illegal or unauthorized drugs.
- Act in accordance with other accepted professional standards.

Corrective Action, Disciplinary Action, Termination

Esperanza Elementary values differences and believes in excellence. The school will work to create a culture where peer and supervisor critique is expected and welcomed. In the event of corrective action, Esperanza Elementary will make a good faith effort to help the employee improve before termination, so long as such actions will not have a significant negative impact on students or overall staff morale.

The following list of reasons for termination or discipline is not all-inclusive. The Board and CEO/Director retain the right to terminate employment with or without cause and to determine whether cause for termination or discipline exists, regardless of whether such cause is included in this list.

- Falsification of information supplied to the school, including but not limited to application information, employment data, reports, and testing data;
- Insubordination, which is defined as "Refusal to obey a directive which a supervisor is entitled to give and have obeyed";
- Disclosing or using confidential or proprietary information without authorization;
- Improper or unlawful physical contact with students;
- Manufacturing, possessing, using, dispensing, distributing, selling, and/or engaging in any transaction or action to facilitate the use, dispersal, or distribution of any illicit (as opposed to authorized) drugs or alcoholic beverages on school premises or as a part of any school activity;
- Possessing, viewing, or distributing pornographic material in any form.
- Possessing a firearm or other weapon on school property or while conducting school business;
- Failure to report within five days to the school any charge or conviction under any criminal, drug, state or felony arrest;
- Failure to obtain or maintain an appropriate license;

- Theft or destruction of any kind, including school property;
- Inability, incapability, or failure to perform essential job functions despite reasonable accommodations;
- Evident unfitness to perform teaching duties;
- Violation of school policy which is of sufficient gravity to warrant disciplinary action or termination;
- Conviction of a crime which has a rational nexus to education;
- Conduct which is harmful to students and which is of such a negative nature that it warrants disciplinary action or termination;
- Discourtesy to students, parents, peers, and or supervisors or any type of harassment;
- Sleeping on the job or leaving the job without authorization; and
- Any reason the Board or its Designees(s) in its sole discretion deems reasonable and appropriate and as pertains to the Vision and Mission of Esperanza Elementary.

Nothing contained in this section is intended to create, or can create, any contractual or other legal rights. Employment by Esperanza Elementary remains at-will. Any procedure or practice, whether set forth herein or not, is employed at the discretion of the Board of Trustees and its designee(s). Either party may terminate employment at any time, with or without cause, warning or notice. Nothing contained herein creates any expectation of continued employment.