

SECTION 19: EDUCATOR QUALIFICATIONS

Esperanza Elementary’s policy in regards to teacher licensure requirements will follow the Division of Administrative Rules outlined in R277-520(3). To meet the standards:

- All early childhood teachers (K-3) will hold a level 1, 2, or 3 license with an Early Childhood Endorsement
- All elementary teachers (1-8) will hold a level 1, 2, or 3 license with elementary education as area of concentration

All teachers who have a Level 1 license will be expected to be mentored by qualified mentor (a licensed level 2 teacher who has attended the mentor training) and complete all EYE requirements by the end of his/her 3rd year of teaching.

As required by the State of Utah, all of our teachers will meet highly qualified standards and will be licensed, certified teachers or be qualified to teach under the USOE's Alternative Route to Licensure Program, or otherwise authorized through the State Board of Education. In other words, teacher’s qualifications will match the NCLB requirements of content expertise for the assignment. To meet these requirements Esperanza teachers will have the following:

K-3 early childhood teachers:

- Bachelor’s degree
- Educator license with an early **childhood area of concentration**
- A passing score at the level designated by the USOE on a Board-approved subject area list

1-8 elementary teachers:

- Bachelor’s degree
- Educator license with an elementary area of concentration
- Passing score at the level designated by the USOE on a Board-approved subject area list

NOTE: We would like our specialists (art, music, P.E., etc.) that we hire to also meet these requirements. Our reading specialist(s) will also need to meet these requirements **and** obtain an early childhood endorsement.

Special education teacher(s):

- Bachelor’s degree
- Educator license with a special education area of concentration
- Passing score on a Board-approved elementary content test or a university major degree, masters degree, doctoral degree, or National Board Certification and an endorsement in the content area or a course work equivalent of a major degree (30 semester or 45 quarter hours) and an endorsement in the content area or a passing score at the level designated by the USOE on a Board-approved subject area test and an endorsement in the content area.

NOTE: Esperanza's violin/mariachi teacher and the chess teacher will be hired based on their expertise. They will also need to meet the same requirements and qualifications of volunteers as noted below in the Volunteer section.

NOTE: Those educators [from Mexico, Spain, and other Spanish speaking countries] here serving as international guest teachers are deemed highly qualified under the terms of our agreements with the home countries and the terms of the special international guest teacher license they are given. This information came from Robert Austin at USOE via email on 8-26-10.

NOTE: Our policy will be to limit the number of ARL teachers. They will be expected to complete their requirements for licensure within 3 years of teaching.

LEA Esperanza Elementary Highly Qualified Teacher Plan:

- By the end of the first week of school each teacher will have met with the administration to make sure CACTUS information is updated and correct.
- Each teacher will have an individual file that will include credential information as well as goals the teacher will complete during the year towards becoming highly qualified. If the teacher is already highly qualified, he/she will set professional growth goals. The goals will be reviewed with an administrator at the beginning of the year, middle of the year, and at the end of the year.

Because we are dual immersion school we have some extra requirements for all our teachers:

- Complete the Dr. Martin Haberman STAR teacher assessment
- Have an ESL/Bilingual Endorsement
- Pass TOEFL English test (this can be waived for teachers who arrange for an English speaking teacher to teach the designated English portion of the day)
- Participate in Dr. Martin Haberman's Masters of Education Interdisciplinary Studies – Action Research and Assessment and/or National Board Certification for English as a New Language/ Early and Middle Childhood
- Our reading specialist(s) need to have a Level 2 Reading Endorsement including specialized training in Spanish literacy
- Special Ed teacher(s) will need to have specialized training in how to provide bilingual special education. (Resource: Dr. Leonard Baca)

PARAPROFESSIONALS

We would like to eventually hire at least one **bilingual/biliterate** paraprofessional for each two teachers at every grade level. Their duties will include working under the close and frequent proximity and supervision of the teacher to carry out lesson plans the teacher has designed. This may include individual or small group assistance or tutoring when students would not otherwise be receiving instruction from the teacher. They may also assist with classroom organization and management. Their duties will also include the supervision for students in non-instruction settings such as recess. Some—if not all--will also be trained to administer assessments such as

UALPA and QIA. One paraprofessional will be designated as a parent liaison with Hispanic families and carry out duties associated with this responsibility.

To be in compliance with R277-524 all our paraprofessionals will meet the following qualifications:

- Have earned a secondary school diploma or a recognized equivalent
- Completed at least two years (minimum of 48 semester hours) at an accredited higher education institution or obtained an associates (or higher) degree from an accredited higher education institution or satisfied a rigorous state or local assessment about the individual's knowledge of an ability to assist students in core courses under NCLB.
- Satisfactorily complete a criminal background check

NOTE: Our paraprofessionals will be required to receive ongoing training and professional development for paraprofessionals. This will include attending the annual state paraprofessional conference as well as inhouse training using the book *Paraprofessionals in the Classroom* by Betty Ashbaker. Some of the training will be for the teachers on how to best use their paraprofessionals. Paraprofessionals will also be invited to attend many of the professional development training that teachers receive. Title I funds can be used to help support their training.

VOLUNTEERS

Volunteer Opportunities

A volunteer is defined as an individual who performs a service to the school and/or the school's students without compensation. A volunteer need not be a parent of a student enrolled in the school.

Volunteer opportunities include but are not limited to: field trip chaperones (day and overnight); mentoring; tutoring; assisting in a classroom, library, office, or on a playground or other designated duties. Participation in school advisory committees, parent organizations, or similar activities that involve the monetary responsibility or activities that involve students apply to this guideline.

The school reserves the right to deny or discontinue volunteer opportunities to an individual at the principal's discretion.

Volunteer Responsibilities and Qualifications

Volunteers are volunteers of the school and work under the direction of the school's administration.

It is strongly advised that volunteers conduct volunteer activities with another volunteer or school employee present when students are present.

Volunteers shall comply with the policies and procedures outlined by the school, state and federal law and any other school policy that governs interaction with the school's students, including but not limited to:

- Be at least 18 years old to volunteer; 21 years old to drive students

Exception: Middle school and/or high school students may volunteer in special tutoring programs under the supervision of a staff member from their school.

- Sign in at the office and wear an identification badge
- Refrain from tobacco and alcohol use during volunteer service
- Arrange childcare for younger children so that volunteer time is dedicated to the school
- Set a good example for students in dress, language and conduct
- Treat all students fairly, equally and positively
- Comply with the school's parent-student handbook
- Complete an [Authorization and Release form](#) to consent to a background check

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.