

6. Waivers - Denver Green School

Board Policy Waivers		
Policy Waived	Area of Impact	Replacement Policy and/or Procedure
KHBA: Sponsorship Programs	Budget	<p>The School shall have the ability to request and secure school-based sponsorships independent of the district according to the following policies:</p> <ol style="list-style-type: none"> 1. The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school. 2. The sponsorship will not alter any district owned resources unless permission is granted by the district. 3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff. 4. The sponsorship agreement will be reported to the district budget office at least 30 days before an agreement is to take effect. The budget office will have the ability to refuse the agreement only in situations where said agreement will adversely impact funding arrangements for other schools in the district more than it would benefit DGS or because it would be in conflict with existing fund regulations (such as federal grants).
IC/ICA: School Year/Calendar	Calendar & Schedule	<p>The School has been granted waivers from policy IC/ICA.</p> <p>The Partnership, with input from the Big House and teachers, will determine the following year's school calendar and school day schedule no later than 60 days before the end of the school year. The calendar and schedule will meet or exceed district and state determinations of the length of time during which schools shall be in session during the next school year. Input from parents and teachers will be sought prior to scheduling teacher work days and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. No less than 30 days prior to the end of the school year, the calendars shall include planned work dates for required staff professional development. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. A copy of the</p>

		upcoming school year calendar and school day will be shared with the Instructional Superintendent.
IE: Organization of Instruction	Education Program	DGS has been granted waivers from policy IE in order to have the flexibility to continue to develop its own educational program, including selecting curriculum and textbooks, to enhance, support and extend the focus on sustainability and hands-on, brains-on learning. DGS's education program is aligned to the common core standards with the edition of Education for Sustainability Standards adapted from the Cloud Institute.
IGA: Curriculum Development	Education Program	DGS has been granted waivers from policy IGA. Supplemental curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources. The school curriculum will provide a program of instruction that enables students to meet or exceed the Common Core State Standards. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the Partnership.
IGD: Curriculum Adoption	Education Program	DGS will implement an educational program consistent with its approved innovation plan and utilize curriculum and textbooks that are aligned to the school's core values.
IIA: Instructional Materials (textbooks or their equivalent learning materials)	Education Program	DGS will utilize textbooks and equivalent learning materials by course and grade level in each academic core area that are consistent with its approved innovation plan and aligned to the school's core values. at a minimum as outlined in its innovation plan.
IIA-R: Instructional Materials (textbooks or their equivalent learning materials) Procedures	Education Program	DGS has been granted waivers from policy IIA-R in order to have the flexibility to continue to develop its own educational program, including selecting curriculum and textbooks, to enhance, support and extend the focus on sustainability and hands-on, brains-on learning. DGS's education program is aligned to the common core standards with the edition of Education for Sustainability Standards adapted from the Cloud Institute.

IJJ - Instructional Materials Selection or Adoption	Education Program	Textbooks and instructional materials will be utilized at a minimum as outlined in the innovation plan, based on alignment to the CCSS and CAS and proven results with similar populations of students. Changes to textbooks and instructional materials will be proposed by teachers and approved by the Partnership and inform the District staff consistent with the school's innovation plan. The district will review the school's education plan every three years as part of the school's innovation status.
IJJ-R Instructional Materials Selection of Adoptions Procedures	Education Program	DGS has been granted waivers from policy IJJ-R in order to have the flexibility to continue to develop its own educational program, including selecting curriculum and textbooks, to enhance, support and extend the focus on sustainability and hands-on, brains-on learning. DGS's education program is aligned to the common core standards with the edition of Education for Sustainability Standards adapted from the Cloud Institute.
IKB: Homework	Education Program	The School has been granted waivers from policy IKB. The School has the authority to develop and implement a homework policy that supports the education program described in the Innovation Plan. The policy will meet or exceed the minimum standards of the District and state.
IJOA: Field Trips		DGS will participate in an extensive excursion program which will bring students out into their community and into nature. When the excursion is for an extended period of time or when the expenditure of school funds is significant, the Partnership will review the excursion plan and ensure that it meets the mission, vision, and values of Denver Green School. The allocation of funds to educational experiences outside of the school building will be managed at the school level.

DPS/DCTA Agreement Provisions Waived		
Agreement Articles Waived	Area of Impact	Replacement Policy and/or Procedure
Article 1- 2: Definition of Teacher	Human Resources	The term "teacher" will include teaching personnel who are licensed by the CDE as well as teaching personnel who are not licensed and are providing supplemental or enrichment instruction. All core

		<p>content teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competency for their assignment. (ESEA)</p>
<p>Committees (Articles 5, 8, 13, 29)</p>	<p>5-4 School Leadership Team</p>	<p>The School Leadership Team and the responsibilities outlined in article 5 will be replaced by the Partnership. The Partnership will be responsible to reviewing data and collaborating to create a School Improvement Plan, the schedule for professional development, the budget for expenditures, procedures to communicating with student progress to parents. The Big House Committee will also serve to collaborate on these issues to the extent outlined in the Articles of Partnership.</p>
<p>Article 13-8: Personnel Committee</p>	<p>Human Resources Management: Hiring & Staff Assignments</p>	<p>The Hiring Committee, under the direction of the Partnership, shall be responsible for hiring all staff and shall implement a hiring process that best meets the needs of the innovation school. To the extent possible, the hiring committee shall include representatives from staffing areas that will be affected by the new hire.</p> <p>All candidates must pass a DPS background check, which will be conducted through the district Human Resources process.</p> <p>The Partnership will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. Once receipt of information that reduces the number of teaching assignments at DGS, or after deciding that fewer teaching assignments are needed in a department, grade level or specialty area, the Partnership will identify the most pragmatic reduction in staffing and present this information to be confirmed to our district human resources partner and instructional superintendent to ensure a fair process was followed.</p>

<p>Development Committee (5-4-1)</p>		<p>The Partnership at Denver Green School will take the place of the Professional Development Committee. The Partnership will be responsible to reviewing data and collaborating to create a School Improvement Plan, the schedule for professional development, the budget for expenditures, procedures to communicating with student progress to parents. The Big House Committee will also serve to collaborate on these issues to the extent outlined in the Articles of Partnership.</p>
<p>Professional Standards (Article 8): Sets Teacher Calendar, Work Year, Work Week, Work Day, Class Size and Teaching Load</p>		<p>The Partnership will be responsible for making decisions as noted in Article 8. Decisions may be made by the Partnership to alter the length of the lunch period (Article 8-2) ...only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the faculty. Information about such changes will be sent to the Instructional Issues Council for tracking purposes.</p> <p>8-1 Contract year. The Partnership, with input from the Big House and teachers, will determine the following year's school calendar and school day schedule no later than 60 days before the end of the school year. The calendar and schedule will meet or exceed district and state determinations of the length of time during which schools shall be in session during the next school year. Input from parents and teachers will be sought prior to scheduling teacher work days and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. No less than 30 days prior to the end of the school year, the calendars shall include planned work dates for required staff professional development. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. A copy of the upcoming school year calendar and school day will be shared with the Instructional Superintendent.</p> <p>The schedule for professional development and non-contact days will be determined by the partnership in accordance with the priorities and values outlined in the innovation renewal.</p>

		<p>8-2: Student Scheduled Contact Day shall be 8:00 am to 3:45pm Monday through Thursday and 8:00am to 12:45pm on Fridays. Fridays 12:45 - 3:45pm and Wednesdays 4:00-5:00pm are required work times for teachers, as explained in the DGS Teacher Contract.</p> <p>Denver Green School has the authority to establish class sizes and teaching loads that support the Innovation Plan. The School has the authority to establish any necessary committees that support the Innovation Plan.</p> <p>8-1-Contract Year: The contract year for teachers may be extended to include additional mandatory professional development days prior to the start of the school year. Non student contact days, planning days, assessment days, and professional development days will be determined by the Partnership annually, consistent with the innovation plan, as part of the adoption of the school calendar. Student school contact days will be extended to increase instructional time and the teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time.</p> <p>8-2: The teacher work week will be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time. Evening meetings, Community gatherings, and Demonstration Days can be scheduled, as necessary, to implement the innovation plan in accordance with the innovation plan.</p> <p>8-3: Planning time will be allocated based on the professional development needs of teachers and the professional needs of the school as determined by the Partnership in accordance with our Uniform Improvement Plan.</p> <p>8-7: Teachers will be assigned non-teaching duties, as necessary, to implement the innovation plan with the intent being to maximize the time that the most effective teachers spend teaching students.</p> <p>8-8 The School's teachers will be responsible for lesson plans for the entire length of any absence.</p>
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<p>Article 13: Assignments, Schedules, and Transfer</p>		<p>13-7. Denver Green School will not adhere to the district staffing cycle. It will post vacancies when they become open. DGS will work with the district Human Resources office to post positions through the district website. In addition to this posting, the school will engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels. The school will consider all eligible applicants, including teachers who apply to transfer for vacancies, but will uphold district policy in ensuring mutual consent between principals. Transfers will not receive priority consideration. DGS will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p> <p>13-8. The Partnership shall be responsible for hiring all staff and shall implement a hiring process that best meets the needs of DGS. To the extent possible, the hiring committee shall include representatives from staffing areas that will be affected by the new hire. All candidates must pass a DPS background check, which will be conducted through the district Human Resources process.</p>
<p>Article 14: Summer School Teaching Positions</p>	<p>Human Resource: Staffing</p>	<p>Denver Green School will fill summer school positions with its own teachers to the extent possible. Should additional teachers be necessary, the school will fill those positions with the best possible candidates, not necessarily teachers currently in the District. Teachers will be compensated for summer school time as determined by the Partnership during the budgeting process.</p>
<p>Article 20: Reduction in Force (RIF)</p>		<p>Denver Green School will not participate in the district Reduction in Force process and will not accept direct placement of district employees who have had their contracts canceled. New staff members will be employed at the school based on their qualifications and fit with the school innovation plan and position requirements.</p>
<p>Article 25: Job Sharing and Halftime</p>		<p>Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent teachers who wish to work only half time. Teachers who wish to request job sharing or half-time positions shall submit their request in writing to the Partnership. The Partnership shall review and</p>

		determine whether any requests for job sharing, or converting to half-time positions are approved or denied. All approved job sharing or half-time positions shall be for one (1) year at a time.
Article 32: Extra Duty Compensation		Paraprofessionals, teachers, classified staff, and partners at Denver Green School are eligible to receive additional compensation. Paraprofessionals, teachers, classified staff, and partners at Denver Green School will receive compensation that is greater than or equal to the compensation provided for them from the district. The decision to provide additional compensation will be made by the partnership in accordance with the Compensation Framework.

Statutory Waivers		
State Statute	Area of Impact	Replacement Policy and/or Procedure
§ 22-32-109(1)(f): Local board duties concerning selection of personnel and pay	Human Resource Management: Staff Hiring; Compensation	The Partnership will and has the authority to select teaching staff directly and set rates of pay. The pay will be at or above the district schedule. For all unique jobs descriptions, the partnership shall determine the rate of pay during the budget cycle each Spring for the following year.
§ 22-32-109(1)(g): Handling of Monies	Budget	The school may receive monies and deposit such monies into a school account. The school will establish an account with the district to manage receipt of locally raised money and will have autonomy in making deposits and withdrawals from the account when such actions support the mission, vision, and values of DGS. The school will account for all monies that it receives directly and report such monies to the DPS budget office.

<p>§ 22-32-109(1)(n): Schedule and Calendar</p>	<p>Calendar & Schedule</p>	<p>The school will meet or exceed statutory minimums for calendar. The school shall determine, 60 days prior to the end of the school year, the calendar and the length of time the school will be in session the following school year.</p>
<p>§ 22-32-109(II)(A): Actual hours of teacher-pupil instruction and contact</p>	<p>Calendar & Schedule</p>	<p>The school shall determine, 60 days prior to the end of the school year, the actual teacher-pupil instruction and teacher-pupil contact for following school year. The school will meet or exceed statutory minimums for actual teacher-pupil instruction and teacher-pupil contact.</p>
<p>§ 22-32-109(II)(B): School Calendar</p>	<p>Calendar & Schedule</p>	<p>The Partnership, with input from the Big House and teachers, will determine the following year's school calendar and school day schedule no later than 60 days before the end of the school year. The calendar and schedule will meets or exceed district and state determinations of the length of time during which schools shall be in session during the next school year. Input from parents and teachers will be sought prior to scheduling teacher work days and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. No later than 30 days prior to the end of the year, the calendars shall include planned work dates for required staff professional development.</p>

<p>§ 22-32-109(t): Educational Program and Prescribe Textbooks</p>	<p>Educational Program</p>	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. The school's curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted.</p> <p>The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <p>The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the CSC.</p> <p>Substantive interim changes must be approved by the Principal and District Staff.</p>
<p>§ 22-32-109(1)(aa): Adopt content standards and plan for implementation of content standards</p>	<p>Educational Program</p>	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan.</p>

		<p>The school's curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <p>Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <p>The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the Partnership.</p> <p>Substantive interim changes must be approved by the Partnership.</p>
<p>§ 22-32-109(1)(cc): Adopt dress code for employees</p>	<p>Human Resource Management: Dress Code</p>	<p>All staff at Denver Green School will adhere to the dress code policy outlined in the Denver Green School Book, which is the teacher and staff handbook.</p>
<p>§ 22-32-109(1)(jj): Areas in which the Principal/s Require Training or Development</p>	<p>Human Resource Management: Professional Development</p>	<p>In accordance with the innovation plan, the Lead Partners will participate in district-provided coaching and professional development except when such coaching or professional development</p>

		<p>contradicts the successful implementation of the innovation plan and/or the mission/vision of the school or does not best meet the needs of the Lead Partners and Denver Green School.</p> <p>Lead Partners will utilize professional development from the District when the needs of the school, the Lead Partner, and the professional development offered align. Lead Partners will utilize school-based professional development or external professional development when the needs of the school and the areas of growth for the Lead Partner are better met through opportunities at the school or externally.</p> <p>District professional development for teachers, teacher leaders, and other instructional or operational leaders at PBA will be attended when the Partnership determines that such professional development is in the best interest of the school to successfully implement the innovation plan.</p>
<p>§ 22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel</p>	<p>Human Resource Management: Dismissals</p>	<p>In accordance with the innovation plan, the DPS board delegates the power specified in statute to the school leader. All processes for dismissal must meet the minimum standards established in District policy GDQD and GDQD-R.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-201: Employment-License Required-Exception</p>	<p>Human Resource Management: Hiring and Teacher Qualifications</p>	<p>The school will employ highly qualified and licensed teachers for teaching of core content pursuant to the federal ESEA Act (in conjunction with the District's ESEA Flexibility Request). Core</p>

		<p>content teachers who are the primary providers of instruction will be highly qualified in their particular content area(s), Language Arts; Math; Science; Foreign language; Social Studies (Civics, Government, History, Geography, Economics); Arts (Visual Arts, Music). The school will otherwise meet all Title III licensing expectations.</p> <p>The school may employ non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan.</p> <p>The DPS board may enter into employment contracts with non-licensed teachers and/or administrators at the school as necessary to implement the school's innovation plan.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-202, C.R.S.: Contracts in Writing Duration Damage Provision</p>	<p>Human Resource Management: Contracts and Employment Offer Letters</p>	<p>Denver Green School has authority to issue its own employment offer letters. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>All teachers are hired on annual contracts. Teachers on annual contracts may be dismissed mid-year for cause. Mid-year termination of teachers will follow the dismissal procedures outlined in the DPS policy GDQD and regulation GDQD-R. All contracts will be in writing. The school will provide contract language to the district HR office for feedback before any initial employment contracts are signed if the current contract is altered.</p>

		<p>Mutual terminations will be negotiated between the teacher and the school principal. If a teacher on an annual contract intends to terminate a contract after the beginning of the academic year, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract.</p> <p>The school will not contribute teachers to the district hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-203, C.R.S.: Probationary Teachers – Renewal and Nonrenewal of Employment Contract</p>	<p>Human Resource Management: Dismissals</p>	<p>Teachers are hired on an annual contract. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206, C.R.S.: Transfer of Teachers – Compensation</p>	<p>Human Resource Management: Direct Placement of Teachers</p>	<p>Denver Green School may refuse direct placements or mandatory transfers of teachers from the district. District teachers who are qualified for a vacant position at the school may apply for the position, and, if hired, will be compensated with a salary corresponding to the position and the years of service.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-301: Grounds for Dismissal</p>	<p>Human Resource Management: Dismissal</p>	<p>All teachers are hired on annual contracts. Annual contracts can be non-renewed at the end of the contract term for any reason.</p> <p>In all situations related to teacher dismissal, a teacher on an annual contract may be</p>

		dismissed for cause in accordance with the dismissal policies outlined in the replacement policy for 22-63-302.
Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-302: Procedures for Dismissal of Teachers and Judicial Review	Human Resource Management: Dismissal	Denver Green School will adhere to the district policy for dismissal of teachers during the school year. All teachers at Denver Green School are on one year contracts and the adherence of Denver Green School to the dismissal and judicial review procedures outlined in § 22-63-302 does not preclude Denver Green School from not renewing a contract for the following school year.
Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-401: Teachers Subject to Adopted Salary Schedule	Human Resource Management: Compensation	The School will meet or exceed the DPS salary schedule set in the Collective Bargaining Agreement. The Partnership has the authority to develop a supplemental compensation system separate from district policies to reimburse employees for extra duty pay, and compensating employees based on school priorities including activities such as, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring, professional development or for performance incentive pay.
Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-402: License, Authorization of Residency Required in Order to Pay Teachers	Human Resource Management: Compensation	The school may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA. School district moneys will be used to pay both licensed and non-licensed teachers hired

		<p>to perform services consistent with the innovation plan.</p> <p>Prior to hiring any person, in accordance with state law the district shall conduct background checks.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 § 22-63-403: Payment of Salaries</p>	<p>Human Resource Management: Compensation</p>	<p>The school will use the district salary schedule for determining pay for teachers and staff; however, they will have discretion on how the budget is impacted for paying staff (actuals vs. averages). The school principal reserves the right to develop a supplemental compensation system to reimburse employees for extra duty pay as it may arise for mandated extended school year, mandated PD outside of school year, mandated additional time, or stipends for school identified priorities. This may also include activities such as coaching, tutoring, external professional development or for performance incentive pay.</p>