

APPENDIX E WAIVER REQUESTS – Green Valley Elementary

APPENDIX E BOARD POLICY WAIVERS

Policy	Board Policy: BDF-R4	Collaborative School Committees – School Governance
Policy Language	<p>There shall be at each school a Collaborative School Committee (CSC).</p> <p>Membership: Each CSC shall consist of at least</p> <ul style="list-style-type: none"> • three parents or legal guardians of students enrolled in the school • one teacher who provides instruction at the school • the principal or the principal's designee • one person from the community • one adult member of an organization of parents, teachers and students recognized by the school <p>The number of members of each CSC shall be determined by the principal. If the CSC has more than the above-described members, the CSC shall ensure that the number of parents elected to the committee exceeds the number of representatives from the group with the next highest representation.</p> <p>A person may not serve more than one of the required membership roles on the CSC. If, after making good-faith efforts, a principal or an organization of parents, teachers and students is unable to find a sufficient number of persons who are willing to serve on the CSC, the principal, with advice from the organization of parents, teachers and students, may establish an alternate membership plan for the CSC. Such alternate plan shall reflect the required representation stated above as much as practicable.</p> <p>To the extent practicable, each CSC shall represent a cross-section of the school community that it represents in terms of sex, race, age, occupation, socioeconomic status, geographical location and other appropriate factors.</p> <p>Election of Members: Each school shall hold elections in the month of May for the following school year or within the first two weeks of school in order to appoint the parent/guardian and teacher members to the CSC. The community member shall be appointed by the other members of the CSC.</p> <p>If a vacancy arises on the CSC, the remaining members of the CSC shall fill the vacancy by majority vote.</p> <p>In accordance with state statute, the CSC shall:</p> <ol style="list-style-type: none"> 1. Act as the school accountability committee for the school. 	

2. Recommend to the principal priorities for spending school moneys. The principal shall consider the CSC's recommendations regarding spending state, federal, local, or private grants and any other discretionary moneys and take them into account in formulating budget requests for presentation to the Board of Education, if the school is a District-run school, other than a charter school, or in creating the school budget if the school is a charter school. The CSC for a District-run school shall send a copy of its recommended spending priorities to the District Accountability Committee and the Board of Education.

3. Advise the principal, and if the school is a District run school, the Instructional Superintendent, concerning the preparation of a school improvement plan, and submit recommendations to the principal and the Instructional Superintendent, if applicable, concerning the contents of the school improvement plan.

4. Advise the Board of Education concerning the preparation of a school priority improvement or turnaround plan, if either is required, and submit recommendations to the Board of Education concerning the contents of the school priority improvement or turnaround plan, if either is required.

5. Provide input and recommendations on an advisory basis to the District Accountability Committee and the Instructional Superintendent concerning principal development plans for the principal and principal evaluations.

6. Increase the level of parent engagement in the school, especially the engagement of parents of students in the populations described in [C.R.S. 22-11-401\(1\)\(d\)](#). The committee's activities to increase parent engagement must include, but need not be limited to:

Publicizing opportunities to serve and soliciting parents to serve on the CSC. In soliciting parents to serve on the CSC, the CSC shall direct the outreach efforts to help ensure that the parents who serve on the CSC reflect the student populations that are significantly represented within the school;

Assisting the District in implementing at the school the parent engagement policy adopted by the Board of Education;

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Assisting school personnel to increase parents' engagement with teachers, including but not limited to parents' engagement in creating students' READ plans, in creating individual career and academic plans, and in creating plans to address habitual truancy.

The CSC will not:

1. participate in the day-to-day operations of the school;
2. be involved in issues relating to individuals (staff, students, or parents) within the school; or
3. be involved in personnel issues (the School Personnel Committee will stand alone according to the current DPS/DCTA contract).

Meetings

The CSC shall publicize and hold a public CSC meetings at least every quarter to discuss whether school leadership, personnel and infrastructure are advancing or impeding implementation of the school's performance, improvement, priority improvement, or turnaround plan, whichever is applicable.

	<p>If applicable, the CSC will publicize a public hearing to discuss strategies to include in a public school priority improvement or turnaround plan and to review a written public school priority improvement or turnaround plan. A member of the CSC is encouraged to attend the public hearing regarding the written priority improvement or turnaround plan.</p>	
<p>Replacement Language</p>	<p>As described in the Innovation Plan, the School’s Collaborative School Committee will be replaced by the School Governance Committee to support the implementation of the Innovation Plan.</p> <p>The SGC at GVE is comprised of parents, teacher leaders, classified staff, and community partners. The SGC will be comprised at a minimum of 2 teachers, 3 parents or guardians, a PTA parent representative, the principal and assistant principals and a community member. Terms will be limited to 2 years for parents and 1 year for teachers.</p> <p>The SGC has a primary focus on monitoring the effectiveness of the UIP at the school. The SGC will collaborate with administration to align resources to support the UIP and the school’s program design; provide guidance, evaluation and approval for the UIP; provide feedback for the annual school budget provided by administration; establish relationships with parents, community members, civic, service and neighborhood organizations to increase involvement in the school and provide a forum for community input; participate in the principal-selection process by recommending candidates to the superintendent; participate in the principal’s annual evaluation as it relates to the School Governance Committee process; review and when appropriate, approve discipline and safety procedures; in collaboration with administration, make recommendations regarding any changes to the school design.</p> <p>The goal of the SGC is to support the community in establishing a positive school/community culture; increase student achievement through UIP initiatives; and establish relationships with neighborhood organizations that will support increased parent involvement and school design initiatives.</p> <p>The SGC will engage in collaborative decision making with administration around the areas listed above. Final decisions will be based on majority vote and in case of a split vote, the Principal will make the final decision.</p> <p>The SGC will meet monthly and possibly more during critical times of the year.</p>	
<p>Policy</p>	<p>Board Policy: IKE/IKE-R</p>	<p>Promotion/Retention</p>
<p>Policy Language</p>	<p>The Board of Education recognizes that high expectations and standards for student achievement are necessary to ensure that students are well prepared for the next level of their education. The Board believes that early identification</p>	

	<p>of students who are not making adequate progress toward achieving standards or who are making progress faster than their peers and effective intervention are crucial.</p> <p>Definitions:</p> <ol style="list-style-type: none"> 1. "Promotion" means the process of advancing a student to the next grade at the end of the current school year. 2. "Retention" means the process of having a student repeat a grade. 3. "Acceleration" means the process of moving a student ahead one or more grades. <p>Determining Whether to Retain or Accelerate a student A student shall be promoted each year unless a decision to retain or accelerate the student was made in accordance with the regulation accompanying this policy. Retention and acceleration shall be used sparingly when special circumstances warrant, and retention due to social, emotional or physical immaturity shall be used on a very limited basis.</p> <p>The procedure to retain a student in kindergarten, first, second, or third grade due to the student's significant reading deficiency shall be in accordance with Board Policy ILBC, Superintendent Regulation ILBC-R, and applicable law.</p>
<p>Replacement Policy Language</p>	<p>Leadership at GVE will have decision making authority over student retention and promotion. When grade retention or acceleration of a student is considered as provided for in Policy IKE, procedural guidelines are as follows:</p> <ul style="list-style-type: none"> • The teacher will confer with the parents at least four months before the end of the school year about the reasons that grade retention or acceleration may be recommended. • The parents, principal, teacher, and other appropriate staff will confer about the student's educational needs at least three months before the end of the school year. If retention or acceleration is to be a consideration, academic interventions to address the student's needs will be developed and implemented. • The principal, teacher, and parents will confer prior to the end of the school year about the student's progress. Based on this, the student will be retained or accelerated if the principal and parents concur that it is in the best interests of the student. In such instances, an academic plan will be prepared that includes the following: <ul style="list-style-type: none"> ○ A summary of the school's interventions during the current year to meet the student's academic needs ○ The interventions to be implemented during the next school year to meet the student's academic needs. • If the principal approves the grade retention or acceleration of the student and the parents do not concur, a letter stating the principal's recommendation and rationale will be placed in the student's record, and the student will not be retained or accelerated.

Policy	Board Policy: GCF/GDF	Staff Recruiting/ Hiring
Policy Language	<p>Hiring There shall be no discrimination in the hiring process on the basis of genetic information, race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, ancestry, age, marital status, veteran status or disability. All candidates shall be considered on the basis of their merits, qualifications and the needs of the school district. For teaching and paraprofessional positions, the Board directs that recruitment procedures will give preference to candidates who meet the definition of highly qualified pursuant to the Elementary and Secondary Education Act.</p> <p>All interviewing and selection procedures shall ensure that the administrator directly responsible for the work of a staff member has an opportunity to aid in the selection and that, where applicable, the school principal has an opportunity to consent to the selection. The Superintendent shall have the authority to make employment decisions, including hiring, for all district employees, except for teaching personnel and school leaders. Nominations of teaching personnel and administrators shall be made at meetings of the Board of Education. The vote of a majority of the Board shall be necessary to approve the appointment of teachers and administrators in the school district. Upon the hiring of any employee, information required by federal and state child support laws will be timely forwarded by the district to the appropriate state agency.</p> <p>Background checks Prior to hiring any person, in accordance with state law the district shall conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment. In all cases where credit information or reports are used in the hiring process, the district shall comply with the Fair Credit Reporting Act and applicable state law.</p>	
Replacement Language	<p>GVE will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar. GVE will work with the district HR office to post teaching positions through the district website. The school will also engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels, but will require that any interested candidates apply through the district site. All eligible applications for posted teaching positions will be provided to the School Leader (Administration) for selection using locally-designed processes. GVE will receive applications and consider candidates from the direct placement process; however, the school shall</p>	

	<p>not be required to select teachers through direct placement or to alter the hiring schedule or selection process in a way that gives preference to direct placement teachers.</p> <p>The GVE School Governance Committee will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate.</p> <p>Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate but all core content and legally required teaching positions shall be Highly Qualified Teachers.</p> <p>Background checks will be administered using the existing systems and processes for the district.</p>
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APPENDIX E DPS/DCTA COLLECTIVE BARGAINING AGREEMENT WAIVERS

Articles Waived	Article 8	Professional Standards (Article 8): Sets Teacher Calendar, Work Year, Work Week, Work Day, Class Size and Teaching Load
Policy Language		<p>Article 8 - Professional Standards School Leadership Team. Each school will have a School Leadership Team as described in 5-4. The SLT will be responsible for making decisions as noted in Article 8. Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) or Secondary Teaching Load (Article 8-5-1) 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>Contract year. The contract year shall be one hundred eighty-four (184) days. If a teacher is required to extend his/her contract year and is continuing to do the work he/she performed during the contract year, he or she shall be paid at their regular scheduled rate per day. Regular scheduled rate per day is the teacher's salary divided by the number of days in the contract year. 8-1-1 In addition to the one hundred eighty-four (184) days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 32. New teachers will be paid for orientation meetings on the next practical payday. Teachers hired after the orientation process will be afforded comparable training opportunities to that offered during orientation. 8-1-2 The length of the contract year for teachers shall be one hundred eighty-four (184) days. Except as otherwise determined by the SLT, non-student contact days shall include the equivalent of four and one half (4.5) full self-directed teacher planning days to be distributed in meaningful increments, and three (3) full professional days to be directed by the principal and one parent conference day. If the District continues the benchmark assessment program, three (3) or more days shall be set aside to grade and analyze data from benchmarks and other related assessments. The SLT may determine when the days will be scheduled during the predetermined non-contact days. Of the six (6) total planning days, two full days (one at the beginning of each semester) shall be entirely reserved for self-directed teacher planning 8-1-2-1 The assessment day will be used to administer, grade and analyze data</p>

	<p>from benchmarks and other related assessments. 8-1-2-2 Schools may modify the daily schedule on the parent/teacher conference days to meet the needs of the Community.</p> <p>There is an expectation that teachers will attend beyond the contract year for professional development determined by the principal if: a. the program needs to be scheduled outside the contract year, b. no programs will be scheduled for the last two weeks of June and the first two weeks of July, c. written notice is given ninety (90) days prior to the end of the school year, d. the educational reason is sound, DPS / DCTA Agreement Version 5.1 – October 9, 2008 e. teachers attending are paid in accordance with Article 32, f. adequate alternate opportunities to learn the content are provided. 8-1-3-1 Teachers who cannot attend will need to discuss reasons with their administrator. 8-1-3-2 Schools may seek a waiver from this Agreement, as in Article 2-4-1, if the training cannot be scheduled during the week prior to or after the school year. In such cases attendance would be voluntary. Under no circumstances, will a waiver be granted if training is also being held before or after the school year, as in Article 8-1-3.</p>
<p>Replacement Language</p>	<ul style="list-style-type: none"> • The School has the authority to establish its own calendar and daily schedule, provided it meets or exceeds minimum statutory standards. • The School has the authority to establish any necessary committees, which may include replacing the Professional Standards Committee, that support the Innovation Plan. As described in the Innovation Plan, School Leadership Team will replace the Professional Standards Committee. • Contract Year: The contract year for teachers will be extended to include additional mandatory professional development days prior to the start of the school year. In addition, the contract year for some teachers will be extended to provide a summer school for students who are not yet achieving at grade level. The contract year will not exceed 205 days without a full staff vote. Teachers will be compensated for additional days via a stipend that is determined based on the average rate of pay for similar extended time in other district schools. Non student contact days, planning days, assessment days, and professional development days will be determined by the SGC 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, but not exceed 50 hours in a given week, to include extended student time as well as additional collaborative planning and professional development time. • The teacher work week may be extended beyond 40 hours, but not exceed 50 hours in a given week, to include extended student time as well as additional collaborative planning and professional development time. The principal shall have authority to permit teachers to diverge from the regular school day. Evening meetings will be scheduled, as necessary, to implement the innovation plan, in accordance with the innovation plan.

	<ul style="list-style-type: none"> • GVE 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. Teachers will be given 50 minutes of daily planning time. <ul style="list-style-type: none"> ○ One planning time each week will be an admin facilitated data team meeting ○ One planning time each week will be a undirected planning time ○ The remaining 3 planning times will be common planning times by grade level. • 	
Article	Article 10:	Teacher Evaluation
<p style="text-align: center;">Article Language</p>	<p>10-3 <u>Types of Evaluations and Observations.</u></p> <p>10-3-1 The District has three types of evaluations:</p> <ul style="list-style-type: none"> • Probationary evaluations are conducted on an annual basis during the teacher’s probationary employment. • Non-probationary evaluations are conducted once every three (3) years for teachers who have successfully completed their probationary period. • Special evaluations are conducted when a supervisor determines that a teacher requires assistance in a non-evaluation year. <p>10-3-2 The District has two types of observations:</p> <ul style="list-style-type: none"> • A formal observation is scheduled in advance, is recommended to be at least twenty (20) minutes in length and includes a pre-observation conference and a post-observation conference. • An informal observation does not include the requirements of the formal observation and may occur at any time. Informal observations are conducted yearly in non-evaluation years for non-probationary teachers. <p>10-4 <u>Evaluators.</u></p> <p>10-4-1 The school principal is responsible for all evaluations in the school building. When a teacher is assigned to more than one building, the home school principal must coordinate the evaluation with the appropriate principals or supervisors. As necessary, the principal will identify a designated evaluator for each teacher, as well as other administrators who may be asked to conduct classroom observations. Designated evaluators work at the direction of the principal, and they are solely responsible to the principal.</p> <p>10-4-2 Under state law, evaluators must be trained and thoroughly familiar with the evaluation process.</p> <p>10-7 <u>Remediation Plan.</u> A teacher whose performance is deemed unsatisfactory shall be given a copy of the written evaluation report of the deficiencies that led to the unsatisfactory rating. A remediation plan to correct said deficiencies shall be jointly developed by the evaluator and the teacher.</p> <p>10-7-1 The remediation plan shall:</p>	

- address not more than three identified deficiencies at any time.
- state the behaviors expected to remedy each deficiency;
- include a reasonable period of time of not less than thirty (30) nor more than ninety (90) school days to remedy the deficiencies. (The remediation plan begins when the peer assistant(s) have the first meeting with the teacher or when the teacher signs the form to deny peer assistance.);
- identify the resources and assistance that are available to remedy the deficiencies.

10-7-2 A copy of the remediation plan shall be sent to the appropriate Area/Assistant Superintendent who may recommend changes to the teacher and the evaluator.

10-7-3 Peer assistance will be part of the remediation plan unless the teacher declines in writing to the evaluator. A peer assistance request/denial form must be filed by the principal with the Department of Human Resources. Peer assistance shall be provided by not more than three teachers who are specifically trained to provide assistance. Data gathered by peer assistant(s) shall not be or become part of the evaluation. Data from other resources can become part of the evaluation. Peer assistant(s) will provide progress reports and recommendations to the teacher within ten (10) days of the initial meeting. Recommended strategies shall be shared with the evaluator. For a probationary teacher on a remediation plan, the principal may request a peer assistant to aid in remedying deficiencies in addition to any other means of assistance.

10-7-4 During the implementation of the plan, the evaluator shall continue to conduct observations and conferences. At the end of the remediation period, the evaluator will complete the written evaluation report and one (1) of three (3) options is possible:

- The teacher is no longer rated unsatisfactory on any criterion. No further action shall be taken and the individual shall be returned to the regular cycle. An annual observation shall be conducted the following semester.
- Progress has been made but the evaluator still rates the teacher's performance as unsatisfactory but the evaluator may continue the remediation plan for an additional specified period;
- The teacher has made insufficient progress and is still being rated unsatisfactory. In this case, the procedures referred to in Articles 10-7-5 or 10-7-6 will be followed.

10-9 Evaluation procedures to be used in the District shall be developed by the Advisory District Personnel Performance Evaluation Council (1338 Committee) subject to approval by the Board.

10-9-1 The procedures shall be published and available for review by all teachers and a copy will be given to each teacher prior to any scheduled evaluations.

10-9-2 Teacher representatives on the 1338 Committee, which the Board is required to appoint under the provision of C.R.S. 22-9-107, shall be nominated by the Association.

	<p>10-9-3 The 1338 Committee will revise the appraisal processes for teachers and specialized service providers in order to base them on standards for professional practice. They will recommend changes to the District and Association no later than September 1, 2003.</p> <p>10-9-4 In September 2002, the 1338 Committee will revise the appraisal processes for teachers and specialized service providers in order to base them on standards for professional practice. They will recommend changes to the District and Association no later than September 1, 2003.</p>
<p>Replacement Language</p>	<p>Teacher Evaluation – At GVE the following language replaces these articles:</p> <p>10-3 The school has only one type of evaluation which applies to all teachers as all teachers are employed at will. All teachers will be evaluated at least once annually.</p> <p>10-4 Evaluator refers to supervisor who is responsible for the evaluation of personnel. While the School Leader (Administration) will oversee all evaluations in the building, other School Leaders will have primary evaluation responsibilities for some personnel.</p> <p>10-3-1: The School will participate in District compensation systems, with additional salaries or stipends provided under the Compensation Replacement Policy.</p> <p>10-4-1 The School Leader (Administration) will oversee all evaluations to ensure the appropriate standards are being used. As necessary, the School Leader (Administration) will identify a designated evaluator for each teacher from amongst other members of the School Leadership Team.</p> <p>10-4-2 Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p> <p>10-7: Remediation Plan GVE and the Denver Public Schools have the right to terminate employment from GVE at any time in accordance with personnel policies in the GVE Innovation Plan and Employee Handbook. At any time when it is determined that a teacher is not meeting performance expectations through classroom observations conducted by the Principal and/or Assistant Principal, the teacher will be placed on a Plan of Improvement. The duration of the plan of improvement will be no less than thirty (30) days, but may not be limited to thirty (30) days as determined by the Principal and/or Assistant Principal. The teacher will be required to show improvement under the Principal and/or Assistant Principal’s supervision within the designated period of time. The plan of improvement will list the performance deficiencies that the teacher will be required to improve on to the satisfaction of the Principal and/or Assistant Principal or be terminated from employment from GVE. Resources and supports will be made available to the teacher in an effort to assist the teacher in correcting the performance concerns by the Principal and/or Assistant principal. The teacher will be provided written feedback of all observation and status meetings conducted during the plan</p>

	of improvement timeframe. If, at the end of a plan, a teacher has not made sufficient progress, employment may be terminated.	
Article(s)	Articles 5, 13, 29 Committees	Committees (Articles 5, 13, 29): Development Committee (5-4-1) and Personnel Committee (13-8) Governance & Human Resource Management: Leadership Structure
Article(s) Language	<p>5-4 School Leadership Team - Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives who should represent a cross section of the faculty including grade levels, specials, department chairs and special service providers. These (SLT) members are elected annually by a majority of the faculty voting by secret ballot. The SLT will seek to operate in an environment marked by mutual support and respect. The SLT will make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision. The SLT will meet regularly. Their responsibilities shall include: a. Review data and collaborate in the development of the School Improvement Plans; b. Review and collaborate on the design of and schedule for the professional development plan within the 40 hour work week. The SLT shall take into consideration other professional development and teacher obligations in scheduling this time; c. Review and collaborate on the implementation of the District’s instructional program as it specifically applies to classrooms and grades at the school including prioritizing and sequencing activities within the teacher work week; d. Collaborate to identify strategies for increasing enrollment at the school; e. Collaborate to develop communication strategies for regularly reporting student progress to parents; f. Collaborate to implement best instructional practices; g. Perform additional duties as outlined in Article 8.</p> <p>13-8 Personnel Committee. 13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and Reduction in Building Staff (RIBS) at the school building. 13-8-2 The Personnel Committee will be composed of the principal and three (3) teachers chosen by a vote of the faculty, and may have no more than two (2) parent(s) as member(s) appointed by the Collaborative School Committee. 13-8-3 Teacher members will be chosen by the faculty. The Personnel Committee may have one (1) or more of the teacher assignments filled, on a rotating basis, by (a) teacher(s) in the grade, team, or department in which the vacancy exists. The Personnel Committee will determine whether more than one (1) Personnel Committee is necessary to meet the needs of the school. 13-8-4 The Personnel Committee will make decisions by consensus. If the Personnel Committee is unable to reach a decision by consensus, the principal shall make an impasse decision. 13-8-4-1 A consensus decision is either unanimous or a majority decision that the entire Committee (including the dissenters) will support. 13-8-4-2 The District in collaboration with the Association will establish and provide resources for training and effective functioning of the Personnel Committee. 13-8-</p>	

5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance. 13-8-6 In determining the most suitable candidate for a vacant position or reducing a member of the staff, the Personnel Committee shall consider the following criteria: • instructional practices, • classroom management, • appropriateness of academic preparation, DPS / DCTA Agreement Version 5.1 – October 9, 2008 • teaching experience in the subject areas of the assignment and/or grade level, • participation in school activities beyond the classroom, • appraisals and relevant information in the central personnel file, • other criteria specific to the position as stated in the job posting, • building level interview, • references. 13-8-7 The Personnel Committee shall operate during the school year. During the assignment of unassigned non-probationary teachers, the principal will communicate with the Personnel Committee without the necessity of an interview process. Outside of the school year the principal may fill positions without the requirement of consultation with the Personnel Committee.

Article 29 Task Force on School and District Climate A positive school climate and good teacher morale contribute to higher student achievement. It is the shared responsibility of the District and the Association to work together to enhance morale and construct a positive school climate that supports improved job satisfaction and employee retention in the Denver Public Schools. The District and the Association will convene a Task Force within the District to analyze the factors that influence and impact school climate and teacher morale and their effects on student achievement. The District and the Association have commissioned a comprehensive research study concerning the “Recruiting and Retaining of DPS Teachers.” The Task Force shall receive the DPS / DCTA Agreement Version 5.1 – October 9, 2008 results of the research study and put forth a plan of action to implement the findings and recommendations within the District. The Task Force will serve at the direction of the Superintendent and the President of the Association. It will be comprised of a representative body of the Denver Public Schools Community including but not limited to parents, teachers, and administrators. Staff support in conducting the Task Force’s activities will be provided by the Department of Human Resources. Additional resource support will be provided by the Association as required and available to ensure the success of the Task Force. The Task Force will continue to conduct and receive research information to assess, identify and track emerging employee morale and school climate issues. They will report back to the District and the Association on an annual basis pertaining to the District’s overall school climate. The report will provide an update/progress on employee morale and school climate as compared to the baseline findings. The report will also identify interventions that have had a significant impact on the issues. Additionally, the Task Force will identify continuing problem areas that remain to be addressed by the District and report back to the District and the Association on a periodic basis as required.

Replacement Language	<p>The school has the authority to create committees that align with the Innovation Plan. As described in the Innovation Plan, the School will create the following committees:</p> <ul style="list-style-type: none"> • Parent Engagement • Social • Culture and Equity • Technology • Health and Wellness • Peace for Kids • Parent Learning • Personnel Committee • School Leadership Team 	
Article	Article 11	Complaints Against Teachers/Administrative Leave/Corrective Action
Article Language	<p>Article 11 - Complaints Against Teachers/Administrative Leave/Corrective Action</p> <p>11-1 When a person makes a written or verbal complaint against a teacher, the principal or designee shall promptly notify the teacher of the complaint, the identity of the complainant, and the teacher shall be given the opportunity to respond. The DPS / DCTA Agreement Version 5.1 – October 9, 2008 principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate.</p> <p>11-1-1 If appropriate, the principal or designee shall arrange a meeting with the complainant, the teacher and the principal or designee in an attempt to resolve the situation.</p> <p>11-1-2 If any record of the complaint, or its formal or informal resolution, is placed in the teacher's files, the teacher shall have the right to file a written response within twenty (20) school days.</p> <p>11-2 Administrative Leave. If a principal decides to place a teacher on administrative leave for the purpose of further investigation, the principal or designee shall meet with the teacher to give specific allegation(s) and the basic reason why the administrative leave for investigation is necessary, when possible.</p> <p>11-2-1 The meeting shall take place at the end of the school day or whenever it is appropriate.</p> <p>11-2-2 The principal shall provide the teacher a copy of the administrative leave checklist and review it with the teacher. The teacher shall sign the form only as acknowledgement of receipt and be given a copy of it for informational reference.</p> <p>11-2-3 At the teacher's request a meeting will be held within three (3) school days. The purpose of the meeting is to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting. 11-2-4 The investigation will be completed as expeditiously as possible. If an investigation must extend beyond seven (7) calendar days, or if the administrative leave must be extended, the teacher</p>	

	<p>and the Association will be notified by phone calls from the Department of Human Resources or designee the reasons for the extension and the expected date of completion of the investigation and/or leave.</p> <p>11-2-5 During the investigation, the teacher placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.</p> <p>11-2-6 Following the completion of the investigation, the principal or designee shall meet with the teacher to share the results of the investigation and to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting. The principal or designee shall determine appropriate resolution of the matter.</p> <p>11-2-7 Administrative leave should be considered as an option to be used only when necessary to protect the students or staff or to conduct an appropriate investigation. Administrative leave is not a punitive action and there will be no record of the leave in a teacher's personnel file. DPS / DCTA Agreement Version 5.1 – October 9, 2008</p> <p>11-2-8 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves for the prior year to ensure that the above procedures have been implemented appropriately.</p> <p>11-3 Corrective Action. Before taking a corrective action against a teacher, the principal shall investigate the situation, meet with the teacher and give the teacher an opportunity to respond.</p> <p>11-3-1 If a principal or designee determines it may be necessary to take a corrective action, the principal shall inform the teacher of his/her intent to consider potential corrective action measures and allow the teacher the opportunity to have either another teacher or representation from the Association present at this meeting.</p> <p>11-3-2 The principal or designee shall follow the procedures established in the District document “Basic Fairness and Due Process, A Guide for Corrective Discipline.”</p> <p>11-3-3 Neither a letter of warning nor a letter of reprimand shall be issued, nor shall a teacher be suspended without pay, except for just cause.</p>	
Replacement Language	In issuing corrective action, the School will follow the District’s Basic Fairness and Due Process guidelines.	
Article	Article 20	Reduction in Force (RIF): Procedures for Conducting Reduction in Force
Article Language	<p>20-1 Reduction in Force shall be defined as the cancellation of an employment contract as a result of a necessary reduction in the work force due to decreased student enrollment, shortage of revenue or as otherwise provided in Colorado Revised Statutes. Such reductions shall be done in compliance with federal and state statutes, any existing court orders upon the District, and in a manner that will maintain the best educational program for the District.</p>	

20-1-1 If the District anticipates a reduction in staff, the Executive Director of Human Resources, prior to formal action, shall consult with the Association and provide information relative to the number, kind and reason for the anticipated staff reduction.

20-1-2 Normal attrition shall precede any reduction in force of regularly assigned teachers.

20-1-3 Required staff reductions should be done by endorsement area in reverse order of being hired as a teacher.

20-1-3-1 If hiring dates are identical, the tie shall be eliminated using the following criteria in descending order: The District contract experience in the subject area of program to be reduced; and, Highest degree held.

20-1-4 Upon final decision that a reduction of force will occur, the District shall provide the Association with data relative to the status of each bargaining unit employee whose job will be reduced. Such data shall include the name, certification and endorsement information, and hiring date.

20-1-5 Whenever possible, reductions in force will be limited to the end of the semester or school year. Affected teachers shall receive thirty (30) days written notice.

20-1-6 Upon the written request of the teacher identified for job reduction, the administration shall investigate all possible assignments for which the teacher is eligible. If the hiring date, certification and endorsement are in accord, the teacher shall be reassigned to another position for which qualified.

20-1-7 All staff members subject to cancellation of employment contracts shall not lose their prorated fringe benefits or salary afforded them under this Agreement. Neither shall other individual or supplemental employment opportunities or contracts be denied or negated.

20-2 No new staff members shall be employed by the District so long as there remain employees of the District whose contracts have been canceled unless those employees do not have proper certification, endorsement and qualifications to fill the vacancies which may occur. Such priority consideration will be for a period of three (3) years following the reduction.

20-2-1 Teachers will be hired in reverse order of reduction provided the teacher is certified and endorsed for the vacancy.

20-2-2 The District will send a registered or certified letter to the teacher's last known permanent address. It shall be the teacher's responsibility to notify the District of any change in the permanent address.

20-2-3 Teachers must accept the assignment within ten (10) days of the postmark date of the recall notice or the position will be offered to the next certified and endorsed teacher. The liability of the District to recall employees whose employment contracts have been canceled shall terminate if the employee does not accept re-employment.

20-2-4 When the former employee is re-employed, all accrued benefits at the time of the non-renewal shall be restored, including all eligible credit on the salary schedule.

	<p>20-3 Rights of Probationary Teachers in the event of a Reduction in Force. Should the District be forced to non-renew any probationary teacher in the event of a reduction in force, they will have the right to be considered for interviews for any previously posted and unfilled positions, and will be given preference over similarly qualified teachers without District teaching experience. Probationary teachers will have preference for a period of fifteen (15) months following the non-renewal of their contracts. In order to be notified of any such available positions, the probationary teacher whose teaching contract was non-renewed is required to notify the personnel office on a monthly basis of their availability for such interviews.</p>	
<p>Replacement Language</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 20. • The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school’s leadership and be made in accordance with School policies and the Employee Handbook. • GVE will not accept the placement of an unassigned, non-probationary Limited Term Assignment teacher unless by agreement. 	
<p>Article</p>	<p>Article 32</p>	<p>Extra Duty Compensation</p>
<p>Article Language</p>	<p>Extra Duty Compensation 32-1 In accordance with the provisions for work week and work year found in Articles 8-1 and 8- 2, any time a teacher agrees to perform work for the District beyond the work week or work year, that teacher will be compensated as described in this Article.</p> <p>32-2 Substitute Pay Retired Classroom Teachers who substitute for the District will earn \$110.01 per day and upon attaining sixty days during any school year will receive a daily rate of \$154.50/day - \$77.25/half day for any additional days worked that school year. Daily Substitutes who substitute for the District will earn \$93.51 per day and upon attaining sixty days during any school year will receive a daily rate of \$141.11/day - \$70.55/half day for any additional days worked that school year. In addition to the rate changes outlined above, the District will take the following actions: 1. Links will be added to the District’s Substitute website directing interested parties to professional development opportunities with the District. DPS / DCTA Agreement Version 5.1 – October 9, 2008 2. The District will perform an analysis of the substitute tracking data to look for potential trends or issues. The data will be made available to DCTA during the annual collective bargaining process. 3. Substitute teachers will be surveyed by March 1, 2009 to determine if there are other potential issues that can assist with retention. 32-3 Hourly and Daily Rates. Duty Rate Curriculum Development Assignments \$33.19/hr. Summer School Teaching \$33.19/hr. In-Service Education \$21.57/hr. Hourly Teacher \$21.57/hr) Long-Term Substitute \$168.55/day Daily Substitute \$93.51/day Daily Substitute identified in the District substitute system as a retired teacher from Denver or any other district \$110.01/day Daily Substitute – Hard to Serve Schools \$145.00/day Teachers for Homebound \$33.19/hr. Senior High Stage Manager (max. 100 hours per building) \$33.19/hr. Senior High Supervision at Afternoon Event \$18.79/event</p>	

	<p>Senior High Supervision at Evening Event \$31.30/event In-Service Presenter Assignments \$33.19/hr. Mentor Assignments \$220.03/semester for 1 mentee \$412.56/semester for 2 mentees \$453.94/semester for 3 or more mentees DPS / DCTA Agreement Version 5.1 – October 9, 2008 Assistance Team Member \$561.06 for each of one or two 30-working day period(s) Assistance Team Chairperson \$759.09 for each of one or two 30 working-day period(s)</p> <p>32-3-1 Principals have the right to ask other teachers and appropriate personnel to supervise activities for compensation if they are unable to secure enough teachers from their own building.</p>
<p>Replacement Language</p>	<p>The SLT will bring recommendations to the GVE School Governance Committee to approve teacher and staff compensation/stipends for teachers serving an extended day and year, additional roles and responsibilities. The SLT will bring recommendations to the GVE School Governance Committee to approve extra duty compensation rates and schedules during the budgeting process each spring for the following school year, in no event shall this determination be made later than March 15th for the following school year. Additionally, these recommendations will follow the submitted district Compensation Replacement Policy.</p>

APPENDIX E STATUTORY WAIVERS – GREEN VALLEY ELEMENTARY

State Statute	C.R.S. 22-9-106	Human Resource Management: Teacher Evaluations
Statute Language	<p>22-9-106. Local boards of education - duties - performance evaluation system - compliance - rules. (1) All school districts and boards of cooperative services that employ licensed personnel, as defined in section 22-9-103 (1.5), shall adopt a written system to evaluate the employment performance of school district and board of cooperative services licensed personnel, including all teachers, principals, and administrators, with the exception of licensed personnel employed by a board of cooperative services for a period of six weeks or less. In developing the licensed personnel performance evaluation system and any amendments thereto, the local board and board of cooperative services shall comply with the provisions of subsection (1.5) of this section and shall consult with administrators, principals, and teachers employed within the district or participating districts in a board of cooperative services, parents, and the school district licensed personnel performance evaluation council or the board of cooperative services personnel performance evaluation council created pursuant to section 22-9-107. The performance evaluation system shall address all of the performance standards established by rule of the state board and adopted by the general assembly pursuant to section 22-9-105.5, and shall contain, but need not be limited to, the following information: (a) The title or position of the evaluator for each licensed personnel position to be evaluated; (b) The licensed personnel positions to be evaluated, which shall include all licensed personnel, all part-time teachers as defined in section 22-63-103 (6), and all administrators and principals; (c) The frequency and duration of the evaluations, which shall be on a regular basis and of such frequency and duration as to ensure the collection of a sufficient amount of data from which reliable conclusions and findings may be drawn. At a minimum, the performance evaluation system shall ensure that:</p> <p>(I) Probationary teachers receive at least two documented observations and one evaluation that results in a written evaluation report pursuant to subsection (3) of this section each academic year. Probationary teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.</p> <p>(II) Nonprobationary teachers receive at least one observation each year and one evaluation that results in a written evaluation report pursuant to subsection (3) of this section every three years; except that, beginning with the 2012-13 academic year, nonprobationary teachers shall receive a written evaluation report pursuant to subsection (3) of this section each academic year according to the performance standards established by rule of</p>	

the state board and adopted by the general assembly pursuant to section 22-9-105.5. Nonprobationary teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.

(III) Principals shall receive one evaluation that results in a written evaluation report pursuant to subsection (3) of this section each academic year according to the performance standards established by rule of the state board and adopted by the general assembly pursuant to section 22-9-105.5.

(IV) (Deleted by amendment, L. 2010, (SB 10-191), ch. 241, p. 1063, 7, effective May 20, 2010.) (d) The purposes of the evaluation, which shall include but need not be limited to: (I) Providing a basis for the improvement of instruction; (II) Enhancing the implementation of programs of curriculum; (III) Providing the measurement of satisfactory performance for individual licensed personnel and serving as documentation for an unsatisfactory performance dismissal proceeding under article 63 of this title; (IV) Serving as a measurement of the professional growth and development of licensed personnel; and (V) (A) Repealed.

(B) Measuring the level of effectiveness of all licensed personnel within the school district. This sub-subparagraph (B) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs. (e) (I) Repealed. (II) The standards set by the local board for effective performance for licensed personnel and the criteria to be used to determine whether the performance of each licensed person meets such standards and other criteria for evaluation for each licensed personnel position evaluated. One of the standards for measuring teacher effectiveness shall be directly related to classroom instruction and shall require that at least fifty percent of the evaluation is determined by the academic growth of the teacher's students. The district accountability committee shall provide input and recommendations concerning the assessment tools used to measure student academic growth as it relates to teacher evaluations. The standards shall include multiple measures of student performance in conjunction with student growth expectations. For the purposes of measuring effectiveness, expectations of student academic growth shall take into consideration diverse factors, including but not limited to special education, student mobility, and classrooms with a student population in which ninety-five percent meet the definition of high-risk student as defined in section 22-7-604.5 (1.5). The performance evaluation system shall also ensure that the standards and criteria are available in writing to all licensed personnel and are communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation. This subparagraph (II) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation

and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs.

(f) The methods of evaluation, which shall include, but shall not be limited to, direct observations by the evaluator and a process of systematic data-gathering. (1.5) (a) A local board or board of cooperative services may adopt the state model performance evaluation system established by the rules promulgated by the state board pursuant to section 22-9-105.5 or may develop its own local licensed personnel evaluation system that complies with the requirements established pursuant to this section and the rules promulgated by the state board. If a school district or board of cooperative services develops its own local licensed personnel evaluation system, the local board or board of cooperative services or any interested party may submit to the department, or the department may solicit and collect, data related to said personnel evaluation system for review by the department. (b) The department shall monitor school districts' and boards of cooperative services' implementation of the requirements for local licensed personnel evaluation systems. If, upon initial review by the department, the data submitted or collected pursuant to paragraph (a) of this subsection (1.5) indicates that a school district or board of cooperative services is unable to implement a local licensed personnel evaluation system that meets the objectives of this article, the department shall conduct a more thorough review of the school district's or board of cooperative services' processes and procedures for said evaluation system to ensure that it is professionally sound; results in fair, adequate, and credible evaluations; satisfies the quality standards established by rule of the state board in a manner that is appropriate to the size, demographics, and location of the local board or board of cooperative services; and is consistent with the goals, objectives, and intent of this article. (c) (I) Pursuant to section 22-11-206 (4) (b), if the department has reason to believe that a local licensed personnel evaluation system developed by a local board or board of cooperative services is not in substantial compliance with one or more of the applicable statutory or regulatory requirements of this article, the department shall notify the local board or board of cooperative services that it has ninety days after the date of the notice to bring its local licensed personnel evaluation system into compliance. The department shall work collaboratively with the school district or board of cooperative services during the ninety-day period to bring the local licensed personnel evaluation system into compliance with the applicable statutory or regulatory requirements. (II) If, at the end of the ninety-day period, the department finds that the local licensed personnel evaluation system is not substantially in compliance with the applicable statutory or regulatory requirements, the department shall determine the appropriate remedies to correct the identified areas of noncompliance, including but not limited to: (A) Extending the time frame for compliance; (B) Imposing interventions specified in article 11 of this title; or (C) As a last resort, requiring the school district or board of cooperative services to implement some or all of the state model system. A school district or board of cooperative services shall only be required to implement those aspects of the state model system that are deemed necessary to bring the local licensed personnel evaluation system into compliance. (III) If the department determines that the noncompliance is substantial enough to call into question the validity of the

educator evaluation ratings, the department may take appropriate action that may include invalidating the school district's or board of cooperative services' educator ratings for the evaluation cycles in question. If the department determines that the noncompliance requires invalidating the school district's or board of cooperative services' educator ratings: (A) A teacher who received a rating of effective or highly effective shall retain that rating; and (B) A teacher who received a rating of partially effective or ineffective shall receive a "no score" rating for the year in question. However, if in the following academic year, the department determines that the school district's or board of cooperative services' local licensed personnel evaluation system is compliant with the requirements of this article and the teacher receives a performance evaluation rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating. (d) The general assembly finds that, for purposes of section 17 of article IX of the state constitution, the review of local licensed personnel evaluation systems as provided for in this subsection (1.5) is an important component of an accountable program to meet state academic standards and, therefore, may be funded from moneys in the state education fund created in section 17 (4) of article IX of the state constitution. (2) In implementing such evaluation system and procedures, the school district or board of cooperative services shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be gathered by electronic devices without the consent of the licensed personnel. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate such evaluation. (2.5) (a) Repealed. (b) (I) The council shall actively participate with the local board in developing written standards for evaluation that clearly specify performance standards and the quality standards and the criteria to be used to determine whether the performance of each licensed person meets such standards pursuant to paragraph (e) of subsection (1) of this section. Except as provided in subparagraph (II) of this paragraph (b), this paragraph (b) takes effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs. (II) Repealed. (c) Notwithstanding any provision of paragraph (e) of subsection (1) of this section or subsection (7) of this section to the contrary: (I) A local board may use the results of the state assessments administered pursuant to section 22-7-1006.3 in the 2014-15 school year only as baseline data for measuring student academic growth in the 2015-16 school year and school years thereafter; and (II) A local board may use the results of state assessments administered pursuant to section 22-7-1006.3 as a measure of student academic growth for evaluations prepared for the school year in which the assessments are administered only if the local board receives the results by the date by which probationary teachers and nonprobationary teachers must receive the written evaluation report as provided in paragraph (c) of subsection (1) of this section. If a local board does not receive the results of state assessments in time to use them in the written evaluation report prepared for the school year in which the

assessments are administered, the local board shall use the results of the state assessments as measures of student academic growth for educator evaluations and professional development in the school year following the school year in which the assessments are administered. In any year in which a local board does not receive the state assessment results by the deadline for the written evaluation reports, the local board must use alternate measures of student academic growth, including the results of local assessments if available. (3) An evaluation report shall be issued upon the completion of an evaluation made pursuant to this section and shall: (a) Be in writing; (b) Contain a written improvement plan, that shall be specific as to what improvements, if any, are needed in the performance of the licensed personnel and shall clearly set forth recommendations for improvements, including recommendations for additional education and training during the teacher's or the principal's license renewal process; (c) Be specific as to the strengths and weaknesses in the performance of the individual being evaluated; (d) Specifically identify when a direct observation was made; (e) Identify data sources; (f) Be discussed and be signed by the evaluator and the person being evaluated, each to receive a copy of the report. The signature on the report of any person shall not be construed to indicate agreement with the information contained in the report. If the person being evaluated disagrees with any of the conclusions or recommendations made in the evaluation report, the person may attach any written explanation or other relevant documentation that the person deems necessary. (g) Be reviewed by a supervisor of the evaluator, whose signature shall also appear on said report. (3.2) (a) In addition to the items specified in subsection (3) of this section, the evaluation of a teacher may include any peer, parent, or student input obtained from standardized surveys. (b) In addition to the items specified in subsection (3) of this section, each principal's evaluation shall include input from the teachers employed in the principal's school and may include input from the students enrolled in the school and their parents. Each school district shall specify the manner in which input from teachers and from students and parents, if any, is collected but shall ensure that the information collected remains anonymous and confidential. (3.3) Each principal or administrator who is responsible for evaluating licensed personnel shall keep records and documentation for each evaluation conducted. Each principal and administrator who is responsible for evaluating licensed personnel shall be evaluated as to how well he or she complies with this section and with the school district's evaluation system. (3.5) (a) Repealed. (b) (I) A teacher or principal whose performance is deemed to be ineffective pursuant to paragraph (e) of subsection (1) of this section shall receive written notice that his or her performance evaluation shows a rating of ineffective, a copy of the documentation relied upon in measuring his or her performance, and identification of deficiencies. (II) Repealed. (III) This paragraph (b) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs. (IV) Repealed. (4) (a) Except as provided in paragraph (b) of

this subsection (4), no person shall be responsible for the evaluation of licensed personnel unless the person has a principal or administrator license issued pursuant to article 60.5 of this title or is a designee of a person with a principal or administrator license and has received education and training in evaluation skills approved by the department of education that will enable him or her to make fair, professional, and credible evaluations of the personnel whom he or she is responsible for evaluating. No person shall be issued a principal or administrator license or have a principal or administrator license renewed unless the state board determines that such person has received education and training approved by the department of education. (b) A local board of education shall have the authority to evaluate the performance of the superintendent of the school district. The responsibility for conducting the performance evaluation of the superintendent shall rest exclusively with the local board of education. (4.3) Notwithstanding any provision of this section to the contrary, a person who is employed in multiple roles simultaneously may receive a single evaluation that takes into account the person's performance of his or her responsibilities in each role. The person's supervisor shall conduct the evaluation or, if the person is employed as a school district superintendent, the local board of education shall conduct the person's evaluation. (4.5) (a) Repealed. (b) Any person whose performance evaluation includes a remediation plan shall be given an opportunity to improve his or her effectiveness through the implementation of the plan. If the next performance evaluation shows that the person is performing effectively, no further action shall be taken concerning the original performance evaluation. If the evaluation shows the person is still not performing effectively, he or she shall receive written notice that his or her performance evaluation shows a rating of ineffective, a copy of the documentation relied upon in measuring the person's performance, and identification of deficiencies. Each school district shall ensure that a nonprobationary teacher who objects to a rating of ineffectiveness has an opportunity to appeal that rating, in accordance with a fair and transparent process developed, where applicable, through collective bargaining. At a minimum, the appeal process provided shall allow a nonprobationary teacher to appeal the rating of ineffectiveness to the superintendent of the school district and shall place the burden upon the nonprobationary teacher to demonstrate that a rating of effectiveness was appropriate. The appeal process shall take no longer than ninety days, and the nonprobationary teacher shall not be subject to a possible loss of nonprobationary status until after a final determination regarding the rating of ineffectiveness is made. For a person who receives a performance rating of ineffective, the evaluator shall either make additional recommendations for improvement or may recommend the dismissal of the person, which dismissal shall be in accordance with the provisions of article 63 of this title if the person is a teacher. This paragraph (b) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs. (5) The school district or board of cooperative services licensed personnel performance

	<p>evaluation system, processes, and procedures must be in accord with the rules adopted by the state board. The system shall be developed after consultation with the school district or board of cooperative services licensed personnel performance evaluation council created pursuant to section 22-9-107 with regard to the planning, development, adoption, and implementation of such system, and said council shall conduct a continuous evaluation of said system. (6) Pursuant to subsection (1.5) of this section, the department shall approve any school district's or board of cooperative services' local licensed personnel performance evaluation system and related processes and procedures to determine whether such system, processes, and procedures are consistent with this article. (7) Every principal shall be evaluated using multiple fair, transparent, timely, rigorous, and valid methods. The recommendations developed pursuant to this subsection (7) shall require that at least fifty percent of the evaluation is determined by the academic growth of the students enrolled in the principal's school. For principals, the quality standards shall include, but need not be limited to: (a) Achievement and academic growth for those students enrolled in the principal's school, as measured by the Colorado growth model set forth in section 22-11-202; (b) The number and percentage of licensed personnel in the principal's school who are rated as effective or highly effective; and (c) The number and percentage of licensed personnel in the principal's school who are rated as ineffective but are improving in effectiveness. (8) On or before August 1, 2014, each local board of education shall develop, in collaboration with a local teachers association or, if none exists, with teachers from the district, an incentive system, the purpose of which shall be to encourage effective teachers in high-performing schools to move to jobs in schools that have low performance ratings</p>	
<p>Replacement Language</p>	<p>The School requests a waiver from Section 22-9-106. The school will implement the District's evaluation system (LEAP) as described in the Innovation Plan, provided the system does not infringe upon the School's employment and remediation terms and conditions. Any modification to LEAP or alternative evaluation system used by the School will be approved by the District and will be meet the criteria of SB 191.</p>	
<p>State Statute</p>	<p>CRS 22-32-109 (1) (n) (I)</p>	<p>Schedule and Calendar</p>
<p>Statute Language</p>	<p>In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such</p>	

	instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (I) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive the provisions of this subparagraph (I) upon application therefor by the board of education of the district.	
Replacement Language	The School has the authority to develop its own annual calendar and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state. No later than 60 days before the end of the school year, the SGC will determine the following year's school calendar and school day schedule that meets or exceeds 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 in-service programs and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. 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 schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school's website prior to May 1 of the prior academic year and a copy shall be provided to the school's Instructional Superintendent. Work days for teachers will not exclude 205 days.	
State Statute	CRS 22-32-109 (1) (n) (II) (A):	Actual Hours of Teacher-Pupil Instruction and Contact
Statute Language	In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: The actual hours of teacher-pupil instruction and teacher-pupil contact specified in subparagraph (I) of this paragraph (n) may be reduced to no fewer than one thousand fifty-six hours for secondary school pupils, no fewer than nine hundred sixty-eight hours for elementary school pupils, no fewer than four hundred thirty-five hours for half-day kindergarten pupils, or no fewer than eight hundred seventy hours for full-day kindergarten pupils, for parent-teacher conferences, staff in-service programs, and closing deemed by the board to be necessary for the health, safety, or welfare of students.	
Replacement Language	The School has the authority to develop its own annual calendar and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state. No later than 60 days before the end of the school year, the SGC will determine the following year's school calendar and school day schedule that meets or exceeds 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 in-service programs	

	<p>and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. 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 schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school’s website prior to May 1 of the prior academic year and a copy shall be provided to the school’s Instructional Superintendent.</p>	
State Statute	CRS 22-32-109 (1) (n) (II) (B)	School Calendar
Statute Language	<p>In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: Prior to the beginning of the school year, each district shall provide for the adoption of a district calendar which is applicable to all schools within the district or shall provide for the adoption of a school calendar for each individual school within the district. The district calendar or individual school calendars may be adopted by the board of education, the district administration, the school administration, or any combination thereof. A copy of the calendar shall be provided to the parents or guardians of all children enrolled in schools within the district. Such calendar shall include the dates for all staff in-service programs scheduled for the school year. The board, district administration, or school administration shall allow for public input from parents and teachers prior to scheduling the dates for staff in-service programs. Any change in the calendar, excluding changes resulting from emergency closings or other unforeseen circumstances, shall be preceded by adequate and timely notice from the board, district administration, or school administration of not less than thirty days.</p>	
Replacement Language	<p>The School has the authority to develop its own annual calendar and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state. No later than 60 days before the end of the school year, the SGC will determine the following year's school calendar and school day schedule that meets or exceeds 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 in-service programs and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. 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 schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school’s website prior to May 1 of the prior academic year and a copy shall be provided to the school’s Instructional Superintendent.</p>	

State Statute	22-32-109 (1) (f)	Local board duties concerning Selection of Personnel and Pay
Statute Language	In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: To employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation. Prior to the employment of any person, the board shall make an inquiry to the department of education in accordance with the provisions of section 22-32-109.7 (1). A board of a district of innovation, as defined in section 22-32.5-103 (2), may delegate the duty specified in this paragraph (f) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).	
Replacement Language	GVE has the ability to create unique job descriptions that fit the needs of the school. Pursuant to state law, the DPS board will delegate the duty specified in this paragraph to the innovation school. The principal at GVE, in consultation with the School Governance Committee, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the SGC shall work with HR to determine the rate of pay for each unique position.	
State Statute	22-32-109 (1) (g)	Handling of Money
State Language	(1) In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: (g) To require any employee or other person who may receive into his custody moneys which properly belong to the district to deliver such moneys to the treasurer of the district, or to deposit such moneys in a depository designated by the board;	
Replacement Language	The School requests a waiver from Section 22-32-109(1) (g). The School has the authority to manage its receipt of money and will meet performance expectations provided by the District. The District may conduct an annual audit and require the School to provide quarterly trial balances to the Office of Budget.	
State Statute	CRS 22-32-109 (1) (t):	Determine Educational Program and Prescribe Textbooks
Statute Language	In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: To determine the educational programs to be carried on in the schools of the district and to prescribe the textbooks for any course of instruction or study in such programs;	
Replacement Language	Following the District’s approval process as described in Appendix A of the Innovation Application, the School can request the flexibility to adopt an educational program, including selecting curriculum and textbooks.	

	The School's education program will meet or exceed the minimum standards of the District and state and will comply with the education plan outlined in the innovation plan. Any changes made to our education plan must be approved by the district.	
State Statute	C.R.S. 22-32-109 (1) (cc)	Adopt Dress Code for Employees
Statute Language	In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: To adopt a dress code policy for teachers and other school employees	
Replacement Language	The School has the authority to establish a dress code for all employees that will be described in the Employee Handbook. Currently the dress code is as follows: In accordance with GVE's expectations, during the work day and any time employees attend work-related activities, employees shall appear in appropriate, professional dress. Examples of professional attire include, but are not limited to, collared shirts, dress slacks, dress coordinates, suits, dresses, ties, and sport coats. The following clothing items are not considered professional attire: jeans, (unless it is "jeans day" for faculty on Fridays) ; Flip-flops are not permitted (safety issue); Casual shorts and t-shirts; Leggings, (unless your shirt or dress falls to mid-thigh)	
State Statute	C.R.S. 22-32-109 (1) (jj)	Identify Areas in which the Principal/s Require Training or Development
Statute Language	In addition to any other duty required to be performed by law, each board of education shall have and perform the following specific duties: To identify any areas in which one or more of the principals of the schools of the school district require further training or development. The board of education shall contract for or otherwise assist the identified principals in participating in professional development programs to assist the identified principals in improving their skills in the identified areas.	
Replacement Language	The Professional Development plan for the leaders at GVE (including principals, deans and teacher leaders) will be determined by the School Accountability Committee. These decisions will be based on school need and align with the educational program of the school.	
State Statute	C.R.S. 22-32-110 (1) (h)	Dismissal
Statute Language	In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment: To discharge or otherwise terminate the employment of any personnel. A board of a district of innovation, as defined in section 22-	

	32.5-103 (2), may delegate the power specified in this paragraph (h) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).	
Replacement Language	<p>The School has the authority to discharge employees according to its personnel policies. The School may seek the support of District Human Resources and Legal Department when dismissing a staff member.</p> <p>GVE and the Denver Public Schools have the right to terminate your employment from GVE at any time in accordance with personnel policies in the GVE Innovation Plan and Employee Handbook. Teachers' employment with GVE and the Denver Public Schools will be at- will and will not be subject to the Teacher Employment Compensation and Dismissal Act of 1990, § 22-63-101, et seq. The teacher will have a right to end his/her work relationship with GVE and the Denver Public Schools for any reason at any time. At any time when it is determined that a teacher is not meeting performance expectations through classroom observations conducted by the Principal and/or Assistant Principal, the teacher will be placed on a Plan of Improvement. The duration of the plan of improvement will be no less than thirty (30) days, but may not be limited to thirty (30) days as determined by the Principal and/or Assistant Principal. The teacher will be required to show improvement under the Principal and/or Assistant Principal's supervision within the designated period of time. The plan of improvement will list the performance deficiencies that the teacher will be required to improve on to the satisfaction of the Principal and/or Assistant Principal or be terminated from employment from GVE. Resources and supports will be made available to the teacher in an effort to assist the teacher in correcting the performance concerns by the Principal and/or Assistant principal. The teacher will be provided written feedback of all observation and status meetings conducted during the plan of improvement timeframe.</p>	
State Statute	C.R.S. 22-32-201	Employment – License Required - Exception
Policy Language	<p>(1) Except as otherwise provided in subsection (2) of this section, the board of a school district shall not enter into an employment contract with any person as a teacher, except in a junior college district or in an adult education program, unless such person holds an initial or a professional teacher's license or authorization issued pursuant to the provisions of article 60.5 of this title. (2) (a) The general assembly hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school district. To facilitate the employment of these persons and comply with the requirements of federal law, the general assembly has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training</p>	

	and develops the necessary skills to be a highly qualified teacher. The general assembly strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school district. (b) A school district may hire a person who holds an alternative teacher license to teach as an alternative teacher pursuant to an alternative teacher contract as described in section 22-60.5-207. (3) The board of a school district may enter into an employment contract with any person to serve as an administrator based upon qualifications set by the board of the school district. Nothing in this article shall be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title.	
Replacement Language	Green Valley Elementary will employ qualified and licensed teachers for teaching of core content pursuant to the federal ESSA Act. The school may employ non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan. The DPS board may enter into employment contracts with non-licensed teachers and/or administrators at Green Valley Elementary as necessary to implement the school's innovation plan.	
State Statute	C.R.S. 22-63-202	Local Board Powers Concerning Employment Termination of School Personnel
Statute Language	22-63-202. Employment contracts - contracts to be in writing - duration - damage provision - repeal. (1) Except for a part-time or substitute teacher, every employment contract entered into by any teacher or chief administrative officer for the performance of services for a school district shall be in writing. (2) (a) A teacher or chief administrative officer and the board may mutually agree to terminate the teacher's or chief administrative officer's employment contract at any time. (b) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall not terminate his or her employment contract with the board without the agreement of the board unless: (I) If the teacher or chief administrative officer intends to terminate his or her employment contract for the succeeding academic year, the teacher or chief administrative officer gives written notice to the board of his or her intent no later than thirty days prior to the commencement of the succeeding academic year or, if a school district operates an alternative year program, not less than thirty days before the commencement of services under the employment contract; or (II) If the teacher or chief administrative officer intends to terminate his or her employment contract for the current academic year after the beginning of the academic year, the teacher or chief administrative officer shall give written notice to the board of his or her intent at least thirty days prior to the date that the teacher or chief administrative officer intends to stop performing the services required by the employment contract. (b.5) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall accept the terms of the employment contract for the succeeding academic year within thirty days of receipt of the contract, unless the teacher or chief administrative officer and the district have reached an alternative agreement. If a teacher or chief administrative officer does not accept the terms of the employment contract within thirty days	

of receipt, the district shall be authorized to open the position to additional candidates. (c) Each employment contract executed pursuant to this section shall contain a damages provision whereby a teacher or chief administrative officer who violates the provision required by paragraph (b) of this subsection (2) without good cause shall agree to pay damages to the school district, and the board thereof shall be authorized to collect or withhold damages from compensation due or payable to the teacher or chief administrative officer, in an amount equal to the lesser of: (I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or (II) One-twelfth of the annual salary specified in the employment contract. (c.5) (I) The general assembly finds that, for the fair evaluation of a principal based on the demonstrated effectiveness of his or her teachers, the principal needs the ability to select teachers who have demonstrated effectiveness and have demonstrated qualifications and teaching experience that support the instructional practices of his or her school. Therefore, each employment contract executed pursuant to this section shall contain a provision stating that a teacher may be assigned to a particular school only with the consent of the hiring principal and with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of his or her school. (II) Repealed. (III) (A) Any active nonprobationary teacher who was deemed effective during the prior school year and has not secured a mutual consent placement shall be a member of a priority hiring pool, which priority hiring pool shall ensure the nonprobationary teacher a first opportunity to interview for a reasonable number of available positions for which he or she is qualified in the school district. (B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which committee shall develop such policies. Upon notice to the nonprobationary teacher, the school district shall immediately provide the nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position. (C) This subparagraph (III) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented statewide. The commissioner shall

provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs. (IV) If a nonprobationary teacher is unable to secure a mutual consent assignment at a school of the school district after twelve months or two hiring cycles, whichever period is longer, the school district shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment at a school of the school district while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave. (V) Nothing in this section shall limit the ability of a school district to place a teacher in a twelve-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. Such an assignment shall not constitute an assignment through school-based hiring and shall not be deemed to interrupt the period in which the teacher is required to secure an assignment through school-based hiring before the district shall place the teacher on unpaid leave. (VI) The provisions of this paragraph (c.5) may be waived in whole or in part for a renewable four-year period by the state board of education pursuant to section 22-2-117, provided that the local school board applying for the waiver, in conjunction with the superintendent and teachers association in a district that has an operating master employment contract, if applicable, demonstrates that the waiver is in the best interest of students enrolled in the school district, supports the equitable distribution of effective teachers, and will not result in placement other than by mutual consent of the teacher in a school district or public school that is required to implement a priority improvement plan or turnaround plan pursuant to article 11 of this title. Notwithstanding the provisions of this paragraph (c.5), a waiver shall not be granted for a request that extends the time for securing an assignment through school-based hiring for more than two years. (VII) This paragraph (c.5) shall apply to any teacher who is displaced as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution. (d) The department of education may suspend the license, endorsement, or authorization of a teacher or chief administrative officer who fails to provide the notice required by paragraph (b) of this subsection (2) and who abandons, fails, or refuses to perform required services pursuant to an employment contract, without good cause. (3) A teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section 22-63-302 or may have his or her employment contract cancelled during the contractual period when there is a justifiable decrease in the number of teaching positions. The manner in which employment contracts will be cancelled when there is a justifiable decrease in the number of teaching positions shall be included in any contract between the board of education of the school district and school district employees or in an established policy of the board, which contract or policy shall include the criteria described in section 22-9-106 as significant factors in determining which employment contracts to cancel as a result of the decrease in teaching positions. Effective February 15, 2012, the contract or policy shall include consideration of probationary and nonprobationary status and the

	<p>number of years a teacher has been teaching in the school district; except that these criteria may be considered only after the consideration of the criteria described in section 22-9-106 and only if the contract or policy is in the best interest of the students enrolled in the school district. (4) (a) Notwithstanding the provisions of section 24-72-204 (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the requesting school district or school the reason or reasons why a teacher left employment with the original school district. Upon the specific request of a school district at which a teacher has applied for employment, a school district may disclose any pertinent performance record or disciplinary record of a teacher that specifically relates to any negligent action of the teacher that was found to have endangered the safety and security of a student or any disciplinary record that relates to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher. (b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district or from disclosing to another school district any of the teacher's disciplinary or performance records pursuant to paragraph (a) of this subsection (4).</p>	
<p>Replacement Language</p>	<p>The School requests a waiver from Section 22-63-202. Working in partnership with the District's Human Resources department, the School has the authority issue its own employment offer letters. The School's employment offer letter will outline the terms of employment.</p>	
<p>State Statute</p>	<p>C.R.S. 22-63-203</p>	<p>Human Resource Management: Hiring, Contracts and Employment Offer Letters</p>
<p>Statute Language</p>	<p>Probationary teachers - renewal and nonrenewal of employment contract. (1) (a) Repealed. (b) For any school district that has implemented the performance evaluation system based on quality standards pursuant to section 22-9-106 and the rules adopted by the state board pursuant to section 22-9-105.5, the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been granted non-probationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment. (2) (a) During the first three school years that a teacher is employed on a full-time continuous basis by a school district, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to nonrenewal in accordance with subsection (4) of this section. A school district may also consider a teacher employed on a part-time continuous basis by such district and by a board of cooperative services to be a probationary teacher whose contract may be subject to nonrenewal in accordance with subsection (4) of this section. An employment contract with a probationary teacher shall not exceed one school year. (b) For purposes of paragraph (a) of this subsection (2): (l) A probationary</p>	

teacher who is employed as a teacher in an alternative year program is deemed to be employed on a full-time basis during a school year if he performs services for at least the minimum period during which a pupil must be enrolled in any twelve-month period. The employment of any such probationary teacher as a teacher in such an alternative year program for such minimum period in successive twelve-month periods shall be deemed continuous. (II) A probationary teacher who is employed after the first day of the academic year is deemed to be employed for a full school year if the period of continuous and uninterrupted employment during that year includes the last one hundred twenty school days of the academic year. (III) The three consecutive school years of demonstrated effectiveness and continuous employment required for the probationary period shall not be deemed to be interrupted by the temporary illness of a probationary teacher. A leave of absence approved by the board of a school district or a military leave of absence pursuant to article 3 of title 28, C.R.S., shall not be considered to be an interruption of the consecutive years of demonstrated effectiveness and continuous employment required for the probationary period, but the time of such leaves of absence shall not be included in computing the required probationary period. (IV) The three consecutive school years of demonstrated effectiveness and continuous employment required for the probationary period shall not be deemed to be interrupted by the acceptance by a probationary teacher of the position of chief administrative officer in said school district, but the period of time during which such teacher serves in such capacity shall not be included in computing said probationary period. (3) A probationary teacher employed by a school district on a full-time basis shall be deemed to be reemployed for the succeeding academic year at the salary that the probationary teacher would be entitled to receive under the general salary schedule, the teacher salary policy, or the combination schedule and policy, whichever is appropriate, unless the board causes written notice to the contrary to be given to said teacher on or before June 1 of the academic year during which said teacher is employed. Such teacher shall be presumed to have accepted such employment for the succeeding academic year unless said teacher causes written notice to the contrary to be given to the board no later than thirty days prior to the commencement of the succeeding academic year. (4) (a) The chief administrative officer of the employing school district may recommend that the board not renew the employment contract of a probationary teacher for any reason he deems sufficient. If the board, based upon such recommendation, does not renew the employment contract of a probationary teacher, such teacher shall be given a written notice of contract nonrenewal. (a.5) Repealed. (b) (I) A probationary teacher who is given a written notice of contract nonrenewal may request, and, if requested, shall receive, the reasons for nonrenewal from the chief administrative officer of the employing school district. (II) It is the intent of the general assembly that the provision to a probationary teacher of the reasons for contract nonrenewal not create any property right or contract right, express or implied. However, a board may, but shall not be required to, agree by contract or school district policy to make the reasons for nonrenewal a grievable action. If a state appellate court or a federal court determines that such a property right has been created and the time for all appeals has passed, this paragraph (b) shall be repealed. The court making such a determination shall be required to transmit a copy of the court's decision to the revisor of

	<p>statutes. The effective date of the repeal of this paragraph (b) shall be the date the revisor of statutes receives notice from the court that such decision has been made and that the time for all appeals has passed. (5) A probationary teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section 22-63-302. (6) (a) Notwithstanding the provisions of section 24-72-204 (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the requesting school district or school the reason or reasons why a teacher left employment with the original school district. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher.(b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district.</p>	
<p>Replacement Language</p>	<p>All teachers at Green Valley Elementary will be at-will employees.</p>	
<p>State Statute</p>	<p>C.R.S. 22-63-206</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 - Probationary Teachers – Renewal and Nonrenewal of Employment Contract</p>
<p>Statute Language</p>	<p>Transfer - compensation. (1) A teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which he or she is not qualified by virtue of academic preparation and certification and if, during the then current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. (2) Notwithstanding the provisions of subsection (1) of this section, a teacher who has been occupying an administrative position may be assigned to another position for which he or she is qualified if a vacancy exists in such position, and, if so assigned, with a salary corresponding to the position. If the school district has adopted a general salary schedule or a combination salary schedule and policy, the board may consider the years of service accumulated while the teacher was occupying the administrative position when the board determines where to place the teacher on the schedule for the assigned position. (3) Notwithstanding the provisions of subsection (1) of this section, the salary of a teacher who has received additional compensation for the performance of additional duties may be reduced if said teacher has been relieved of such additional duties. (4) A teacher may enter into an agreement for an</p>	

	economic work-learn program leave of absence with a board of education that shall not affect the teacher's employment status, position on the salary schedule if the school district has adopted a general salary schedule or combination salary schedule and policy, or insurance and retirement benefits. (5) Nothing in this section shall be construed as requiring a receiving school to involuntarily accept the transfer of a teacher. All transfers to positions at other schools of the school district shall require the consent of the receiving school	
Replacement Language	The School is not subject to the transfer of teachers within, into or out of the school by the District; the School's leadership has the authority to make all decisions regarding transfers within the School.	
State Statute	C.R.S. 22-63-301	Teacher Employment, Compensation and Dismissal Act of 1990.: Transfer of Teachers – Compensation
Statute Language	A teacher may be dismissed for physical or mental disability, incompetency, neglect of duty, immorality, unsatisfactory performance, insubordination, the conviction of a felony or the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence for a felony, or other good and just cause. No teacher shall be dismissed for temporary illness, leave of absence previously approved by the board, or military leave of absence pursuant to article 3 of title 28, C.R.S.	
Replacement Language	All teachers are at-will employees and can be terminated from employment for any lawful reason.	
State Statute	C.R.S. 22-63-302	Teacher Employment, Compensation and Dismissal Act of 1990: Procedures for Dismissal of Teachers and Judicial Review
Statute Language	Procedure for dismissal - judicial review. (1) Except as otherwise provided in subsection (11) of this section, a teacher shall be dismissed in the manner prescribed by subsections (2) to (10) of this section. (2) The chief administrative officer of the employing school district may recommend that the board dismiss a teacher based upon one or more of the grounds stated in section 22-63-301. If such a recommendation is made to the board, the chief administrative officer, within three days after the board meeting at which the recommendation is made, shall mail a written notice of intent to dismiss to the teacher. The notice of intent to dismiss shall include a copy of the reasons for dismissal, a copy of this article, and all exhibits which the chief administrative officer intends to submit in support of his or her prima facie case against the teacher including a list of witnesses to be called by the chief administrative officer, addresses and telephone numbers of the witnesses, and all pertinent documentation in the	

possession of the chief administrative officer relative to the circumstances surrounding the charges. Additional witnesses and exhibits in support of the chief administrative officer's prima facie case may be added as provided in subsection (6) of this section. The notice and copy of the charges shall be sent by certified mail to said teacher at his or her address last known to the secretary of the board. The notice shall advise the teacher of his or her rights and the procedures under this section. (3) If a teacher objects to the grounds given for the dismissal, the teacher may file with the chief administrative officer a written notice of objection and a request for a hearing. Such written notice shall be filed within five working days after receipt by the teacher of the notice of dismissal. If the teacher fails to file the written notice within said time, such failure shall be deemed to be a waiver of the right to a hearing and the dismissal shall be final; except that the board of education may grant a hearing upon a determination that the failure to file written notice for a hearing was due to good cause. If the teacher files a written notice of objection, the teacher shall continue to receive regular compensation from the time the board received the dismissal recommendation from the chief administrative officer pursuant to subsection (2) of this section until the board acts on the hearing officer's recommendation pursuant to subsection (9) of this section, but in no event beyond one hundred days; except that the teacher shall not receive regular compensation upon being charged criminally with an offense for which a license, certificate, endorsement, or authorization is required to be denied, annulled, suspended, or revoked due to a conviction, pursuant to section 22-60.5-107 (2.5) or (2.6). If the final disposition of the case does not result in a conviction and the teacher has not been dismissed pursuant to the provisions of this section, the board shall reinstate the teacher, effective as of the date of the final disposition of the case. Within ten days after the reinstatement, the board shall provide the teacher with back pay and lost benefits and shall restore lost service credit. (4) (a) If the teacher requests a hearing, it shall be conducted before an impartial hearing officer selected jointly by the teacher and the chief administrative officer. The hearing officer shall be selected no later than five working days following the receipt by the chief administrative officer of the teacher's written notice of objection. If the teacher and the chief administrative officer fail to agree on the selection of a hearing officer, they shall request assignment of an administrative law judge by the department of personnel to act as the hearing officer. (b) Hearing officers shall be impartial individuals with experience in the conducting of hearings and with experience in labor or employment matters. (c) Expenses of the hearing officer shall be paid from funds of the school district. (5) (a) Within three working days after selection, the hearing officer shall set the date of the prehearing conference and the date of the hearing, which shall commence within the following thirty days. The hearing officer shall give the teacher and the chief administrative officer written notice of the dates for the prehearing conference and for the hearing including the time and the place therefor. (b) One of the purposes of the prehearing conference shall be to limit, to the extent possible, the amount of evidence to be presented at the hearing. (c) The parties and their counsel shall be required to attend the prehearing conference with the hearing officer. (6) (a) Within ten days after selection of the hearing officer, the teacher shall provide to the chief administrative officer a copy of all exhibits to be presented at the hearing and a list of all

witnesses to be called, including the addresses and telephone numbers of the witnesses. Within seven days after the teacher submits his or her exhibits and witness list, the chief administrative officer and the teacher may supplement their exhibits and witness lists. After completion of the seven-day period, additional witnesses and exhibits may not be added except upon a showing of good cause. (b) Neither party shall be allowed to take depositions of the other party's witnesses or to submit interrogatories to the other party. The affidavit of a witness may be introduced into evidence if such witness is unavailable at the time of the hearing. (7) (a) Hearings held pursuant to this section shall be open to the public unless either the teacher or the chief administrative officer requests a private hearing before the hearing officer, but no findings of fact or recommendations shall be adopted by the hearing officer in any private hearing. The procedures for the conduct of the hearing shall be informal, and rules of evidence shall not be strictly applied except as necessitated in the opinion of the hearing officer; except that the hearing officer shall comply with the Colorado rules of evidence in excluding hearsay testimony. (b) The hearing officer may receive or reject evidence and testimony, administer oaths, and, if necessary, subpoena witnesses. (c) At any hearing, the teacher has the right to appear in person with or without counsel, to be heard and to present testimony of witnesses and all evidence bearing upon his proposed dismissal, and to cross-examine witnesses. By entering an appearance on behalf of the teacher or the chief administrative officer, counsel agrees to be prepared to commence the hearing within the time limitations of this section and to proceed expeditiously once the hearing has begun. All school district records pertaining to the teacher shall be made available for the use of the hearing officer or the teacher. (d) An audiotaped record shall be made of the hearing, and, if the teacher files an action for review pursuant to the provisions of subsection (10) of this section, the teacher and the school district shall share equally in the cost of transcribing the record; except that, if a party is awarded attorney fees and costs pursuant to paragraph (e) of subsection (10) of this section, that party shall be reimbursed for that party's share of the transcript costs by the party against whom attorney fees and costs were awarded. (e) Any hearing held pursuant to the provisions of this section shall be completed within six working days after commencement, unless extended by the hearing officer on a showing of good cause, and neither party shall have more than three days to present its case in chief. Neither party may present more than ten witnesses at the hearing, except upon a showing of good cause. (8) The chief administrative officer shall have the burden of proving that the recommendation for the dismissal of the teacher was for the reasons given in the notice of dismissal and that the dismissal was made in accordance with the provisions of this article. Where unsatisfactory performance is a ground for dismissal, the chief administrative officer shall establish that the teacher had been evaluated pursuant to the written system to evaluate licensed personnel adopted by the school district pursuant to section 22-9-106. The hearing officer shall review the evidence and testimony and make written findings of fact thereon. The hearing officer shall make only one of the two following recommendations: The teacher be dismissed or the teacher be retained. A recommendation to retain a teacher shall not include any conditions on retention. The findings of fact and the recommendation shall be issued by the hearing officer not later than twenty days after the conclusion of

the hearing and shall be forwarded to said teacher and to the board. (9) The board shall review the hearing officer's findings of fact and recommendation, and it shall enter its written order within twenty days after the date of the hearing officer's findings and recommendation. The board shall take one of the three following actions: The teacher be dismissed; the teacher be retained; or the teacher be placed on a one-year probation; but, if the board dismisses the teacher over the hearing officer's recommendation of retention, the board shall make a conclusion, giving its reasons therefor, which must be supported by the hearing officer's findings of fact, and such conclusion and reasons shall be included in its written order. The secretary of the board shall cause a copy of said order to be given immediately to the teacher and a copy to be entered into the teacher's local file. (10) (a) If the board dismisses the teacher pursuant to the provisions of subsection (9) of this section, the teacher may file an action for review in the court of appeals in accordance with the provisions of this subsection (10), in which action the board shall be made the party defendant. Such action for review shall be heard in an expedited manner and shall be given precedence over all other civil cases, except cases arising under the "Workers' Compensation Act of Colorado", articles 40 to 47 of title 8, C.R.S., and cases arising under the "Colorado Employment Security Act", articles 70 to 82 of title 8, C.R.S. (b) An action for review shall be commenced by the service of a copy of the petition upon the board of the school district and filing the same with the court of appeals within twenty-one days after the written order of dismissal made by the board. The petition shall state the grounds upon which the review is sought. After the filing of the action for review in the court of appeals, such action shall be conducted in the manner prescribed by rule 3.1 of the Colorado appellate rules. (c) The action for review shall be based upon the record before the hearing officer. The court of appeals shall review such record to determine whether the action of the board was arbitrary or capricious or was legally impermissible. (d) In the action for review, if the court of appeals finds a substantial irregularity or error made during the hearing before the hearing officer, the court may remand the case for further hearing. (e) Upon request of the teacher, if the teacher is ordered reinstated by the court of appeals, or upon request of the board, if the board's decision to dismiss the teacher is affirmed by the court of appeals, the court of appeals shall determine whether the nonprevailing party's appeal or defense on appeal lacked substantial justification. If the court of appeals determines that the nonprevailing party's appeal or defense on appeal lacked substantial justification, the court of appeals shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the court of appeals. Any judgment entered pursuant to this paragraph (e) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules. (f) Further appeal to the supreme court from a determination of the court of appeals may be made only upon a writ of certiorari issued in the discretion of the supreme court. Upon request of the teacher, if the teacher is ordered reinstated by the supreme court, or upon motion of the board, if the board's decision to dismiss is affirmed by the supreme court, the supreme court shall determine whether the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification. If the supreme court determines that the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial

	<p>justification, the court shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the supreme court. Any judgment entered pursuant to this paragraph (f) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules. (11) (a) The board of a school district may take immediate action to dismiss a teacher, without a hearing, notwithstanding subsections (2) to (10) of this section, pending the final outcome of judicial review or when the time for seeking review has elapsed, when the teacher is convicted, pleads nolo contendere, or receives a deferred sentence for: (I) A violation of any law of this state or any counterpart municipal law of this state involving unlawful behavior pursuant to any of the following statutory provisions: Sections 18-3-305, 18-6-302, and 18-6-701, C.R.S., or section 18-6-301, C.R.S., or part 4 of article 3, part 4 of article 6, and part 4 of article 7 of title 18, C.R.S.; or (II) A violation of any law of this state, any municipality of this state, or the United States involving the illegal sale of controlled substances, as defined in section 18-18-102 (5), C.R.S. (b) A certified copy of the judgment of a court of competent jurisdiction of a conviction, the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence shall be conclusive evidence for the purposes of this subsection (11).</p>
<p>Replacement Language</p>	<p>All teachers are at-will employees.</p> <p>Teachers' employment with GVE and the Denver Public Schools will be at- will and will not be subject to the Teacher Employment Compensation and Dismissal Act of 1990, § 22-63-101, et seq. The teacher will have a right to end his/her work relationship with GVE and the Denver Public Schools for any reason at any time. GVE and the Denver Public Schools have the right to terminate your employment from GVE at any time in accordance with personnel policies in the GVE Innovation Plan and Employee Handbook. At any time when it is determined that a teacher is not meeting performance expectations through classroom observations conducted by the Principal and/or Assistant Principal, the teacher will be placed on a Plan of Improvement. The duration of the plan of improvement will be no less than thirty (30) days, but may not be limited to thirty (30) days as determined by the Principal and/or Assistant Principal. The teacher will be required to show improvement under the Principal and/or Assistant Principal's supervision within the designated period of time. The plan of improvement will list the performance deficiencies that the teacher will be required to improve on to the satisfaction of the Principal and/or Assistant Principal or be terminated from employment from GVE. Resources and supports will be made available to the teacher in an effort to assist the teacher in correcting the performance concerns by the Principal and/or Assistant principal. The teacher will be provided written feedback of all observation and status meetings conducted during the plan of improvement timeframe.</p> <p>Any teacher whose employment is terminated during the school year shall be entitled to a hearing according to DPS Policy GDQD and regulation GDQD-R.</p>

State Statute	C.R.S. 22-63-401	Salary Schedule – Adoption - Changes
Policy Language	(1) The board of a school district shall adopt by resolution a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher, or a combination of the salary schedule and salary policy. Such salary schedule, salary policy, or combination schedule and policy shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year. The schedule, policy, or combination schedule and policy shall remain in effect until changed or modified by the board. All teachers employed by the district shall be subject to such salary schedule, policy, or combination schedule and policy.	
Replacement Language	Green Valley will adopt a salary schedule that will meet or exceed the district’s salary schedule. The School’s SLT reserves the right to develop a supplemental compensation system separate from district policies to reimburse employees for extra duty pay as it may arise for activities that may include, but are not necessarily limited to additional time, additional responsibilities, and coaching, tutoring, eternal professional development or for performance incentive pay. This system is fully explained on the school’s Compensation Replacement Plan submitted to the district.	
State Statute	C.R.S. 22-63-402	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-402: License, Authorization of Residency Required in Order to Pay Teachers
Statute Language	22-63-402. Services - disbursements. No order or warrant for the disbursement of school district moneys shall be drawn in favor of any person for services as a teacher, except for services performed for a junior college district or in an adult education program, unless the person holds a valid teacher's license or authorization from the department of education. Such license or authorization shall be duly registered in the administrative office of the school district wherein the services are to be rendered. A teacher shall hold a valid license or authorization during all periods of employment by a school district. A person who performs services as a teacher without possessing a valid teacher's license or authorization shall forfeit all claim to compensation out of school district moneys for the time during which services are performed without the license or authorization.	
Replacement Language	The School requests a waiver from Section 22-63-402. The School has the authority to establish a policy that waives the provision that requires teachers to hold licenses in order to be paid. School will comply with federal laws regarding teacher qualifications, including NCLB requirements that all core content teachers meet highly qualified requirements. In working in partnership with the District’s Human Resources department, the School will adopt policies and procedures to ensure that background checks are completed for all personnel. The School has the authority to	

	determine its own compensation system for all employees, including instructional staff. The School will meet or exceed the rates of pay set in the DPS/DCTA Collective Bargaining Agreement, including ProComp.	
State Statute	C.R.S. 22-63-403	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-403: Payment of Salaries
Statute Language	22-63-403. Payment of salaries. Upon the termination of employment of a teacher prior to the end of the employment contract and prior to receiving all salary installments, said teacher is entitled to a pro rata share of the salary installments due and payable pursuant to said contract for the period during which no services are required to be performed, except as provided in section 22-63-202 (2).	
Replacement Language	The School requests a waiver from Section 22-63-403. The School has the authority to establish dismissal policies and procedures, including any applicable compensation. Such policies and procedures will be outlined in the Employee Handbook and previewed with the District HR Department.	