

Section VI: WAIVERS

Waivers Requests and Replacement Policies - Legacy Options HS DPS, CBA, and Colorado State Statutes

	Policy Waived	Area of Impact
WAIVER REQUESTS - DPS BOARD POLICIES		
School Proposal	BDF-R4: Collaborative School Committees	Governance
Policy	<p>There shall be at each school a collaborative school committee with representation from parents, community, faculty, administrators and classified staff.</p> <p>Purposes and Scope:</p> <ul style="list-style-type: none"> - to enhance student achievement and school climate by engaging the school community in collaborative efforts supporting the school and District's goals. - to provide strategic direction in support of the school's mission and vision as stated in the School Improvement Plan (SIP). The SIP, with the school's program design, should serve as the strategic plan for the school. - to be in compliance with state and federal law, regulations of the Colorado Department of Education, applicable U.S. District Court orders, the District Affirmative Action plan, the DPS/DCTA Agreement, other contracts and District mandates. <p>The collaborative school committee will:</p> <ul style="list-style-type: none"> - work collaboratively with the school community that includes the building principal, teachers, staff, students, parents, civic and business leaders, service and neighborhood representatives, and other community members; - focus on the SIP as its primary responsibility at the school; - use Multiple Measures and align resources to support the SIP and the school's program design; - provide guidance, evaluation and approval for the SIP; - provide guidance, evaluation, and approval for the annual school budget to insure its alignment with the SIP and the school's program design; - act as the School Improvement and Accountability Council (SIAC) for the building; - establish relationships with parents, community members, civic, service and neighborhood organizations to increase involvement in the school and provide a forum for community input; - provide guidance, evaluation, and approval for the use of the staffing allocations provided by the District as it relates to the SIP, school budget, and school program design, including consultation regarding adjustments that may be made due to pupil-count issues; - participate in the principal-selection process by interviewing candidates and recommending candidates to the superintendent; - participate in the principal's annual evaluation by giving input on the principal's involvement in and support of the collaborative committee process; - review, and when appropriate, approve discipline and safety procedures; - review, and when appropriate, revise the school calendar and/or schedule; - make recommendations regarding any changes to the school design to the District Board of Education through the building principal. <p>The collaborative school committee will not:</p> <ul style="list-style-type: none"> - participate in the day-to-day operations of the school; - be involved in issues relating to individuals (staff, students, or parents) within the school; - be involved in personnel issues. 	

<p>Replacement Policy</p>	<p>The CSC shall be replaced by the school’s School Advisory Board (SAB). The SAB will comply with State Law on School Accountability Committees. The membership of the SAB will include the following voting members determined through the following process.</p> <p><u>Positions assigned by the principal:</u></p> <ul style="list-style-type: none"> • 1 Principal • 1 Administrators <p><u>Positions elected by majority vote of SAB – appointed for Year-1 (serving 1 year terms):</u></p> <ul style="list-style-type: none"> • 3 Teachers • 3 Parents • 1 Support Staff Member <p><u>The SAB shall have the following responsibilities:</u></p> <ul style="list-style-type: none"> • Meeting at least once a month • Recommending final candidates to DPS for the principal position (when a vacancy exists) • Providing guidance and recommendations to the principal regarding all responsibilities of the CSC detailed in Policy BDF-R4 in addition to the following: • Approving the school’s annual budget • Determining and approving the school’s master calendar and schedule • Making recommendations regarding the school’s curriculum and instruction, culture and behavior, services for special populations, and use of school facilities 	
<p>School Proposal</p>	<p>DF & DF-R: Revenue from Non Tax Sources</p>	<p>Governance / Budget</p>
<p>Policy</p>	<p>It is the policy of Denver Public Schools to aggressively seek to enhance revenue from non-tax sources through negotiated sponsorship agreements between the school district and commercial entities. While the district benefits financially from such a relationship, commercial entities in return may receive certain mutually beneficial considerations.</p> <p>In a sponsorship agreement, a company pays a premium or provides some economic benefit to the district in exchange for recognition. In a preferred provider contract, a company pays a premium or provides economic benefit in exchange for the right to be the sole provider, at the most competitive prices, for goods or services purchased by the district. Sales of goods and services to the district and contributions or donations made to the district that do not include additional, negotiated conditions are not covered by this policy and are governed by the purchasing and gifts and donations policies.</p> <ol style="list-style-type: none"> 1. Obtain a Sponsorship Proposal form from the Community Partnership Office, complete, and submit to the office with any appropriate materials to illustrate the type of sponsorship requested. 2. Upon submission, the Community Partnership Office will review the proposal to determine that it does not jeopardize current or pending sponsorship agreements, and that the corporate entity is an appropriate district affiliate. 3. The Community Partnership Office will refer the proposal to the Superintendent for review. If appropriate, the Superintendent will present the proposal to the Board of Education for approval. 4. Following Board of Education approval, the Superintendent will direct that a "Memorandum of Agreement" be developed between the school district and the sponsor that clearly defines the benefits to, and responsibilities of, both parties. 5. The appropriate district staff will review and, if appropriate, execute the Agreement. 6. The school(s) will be notified of approval and provided with a copy of the Memorandum of Understanding. The Secretary of the School District will keep the original agreement on file. 	

	7. The school(s) will proceed with the terms of the sponsorship agreement.	
Replacement Policy	<p>The School shall have the ability to request and secure school-based sponsorships independent of the district according to the following policies:</p> <ol style="list-style-type: none"> 1. The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school. 2. The sponsorship will not alter any district owned resources unless permission is granted by the district. 3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff. 4. The sponsorship agreement will be reported to the district budget office at least 30 days before an agreement is to take effect. The budget office will have the ability to refuse the agreement only in situations where said agreement will adversely impact funding arrangements for other schools in the district more than it would benefit the School or because it would be in conflict with existing fund regulations (such as federal grants). 	
School Proposal	IC/ICA: School Year/School Calendar	Educational Program: Calendar and Schedule
Policy	<p>Prior to the end of the school year, the Board of Education shall determine the length of time during which district schools shall be in session during the next school year...All calendars shall include the dates for all staff in-service programs scheduled for the coming school year...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.</p>	
Replacement Policy	<p>No later than 60 calendar days before the end of the school year, the principal in consultation with the CSC/SAB 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.</p> <p>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.</p> <p>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> <p>In no case shall changes to the schedule or calendar violate teacher rights provided in the replacement policy for Article 8 of the DCTA contract.</p>	
School Proposal	IE: Organization of Instruction	Education Program
Policy	<p>The schools of the district shall be organized to present a unified program of instruction and shall be operated as a single system under the direction of the superintendent.</p>	
Replacement Policy	<p>The Innovation School will present a program of instruction that is consistent with its innovation plan, as approved by the DPS Board of Education, under direction of the superintendent.</p>	
School Proposal	IGA: Curriculum Development	Educational Program

Policy	<p>Constant adaptation and development of the curriculum is necessary if the district is to meet the needs of the students in its schools.</p> <p>To be successful, curriculum development must be a cooperative enterprise involving all staff members, carried out under the competent leadership of the superintendent, and using all available resources. Carefully conducted and supervised experimentation for curriculum development also is desirable.</p> <p>As standards for student outcomes and performance are adopted, the curriculum shall provide a program of instruction based on and designed to enable students to meet the Board-adopted standards, which meet or exceed state adopted standards.</p> <p>The Board expects its faculty and administration to regularly evaluate the education program and to recommend modifications of practice and changes in curriculum content as well as the addition of new courses to the instructional program.</p>	
Replacement Policy	<p>The Innovation School’s curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The Innovation School will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. • The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. • The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the CSC/SAB. • Substantive interim changes must be approved by District staff. 	
School Proposal	IGD: Curriculum Adoption	Educational Program
Policy	<p>The Board of Education is required by state statutes 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.</p>	
Replacement Policy	<p>The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. • The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. • The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the CSC/SAB. 	

	<ul style="list-style-type: none"> Substantive interim changes must be approved by district staff. 	
School Proposal	IIA/ IIA-R: Instructional Materials & IJJ/IJJ-R: Instructional Materials	Educational Program
Policy	<p>The District will establish a standard for appropriate textbooks and equivalent learning materials by course and grade level in each academic core area.</p> <p>The departments of Elementary and Secondary Education will review annually each school's three-year plan in conjunction with the School Improvement Planning process to assure that the school is in compliance with Policy IIA, and meets or exceeds the district's standard for textbooks or their equivalent learning materials.</p>	
Replacement Policy	<p>The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the CSC/SAB. Substantive interim changes must be approved by district staff. 	
School Proposal	IJJ/ IJJ-R: Instructional Materials	Educational Program
Policy	<p>Instructional materials will be adopted by the Board of Education based upon their effectiveness in implementing the instructional program for which they are intended and according to the following criteria:</p> <ol style="list-style-type: none"> The extent to which they are aligned with Denver Public Schools Standards for Success, district goals, and adopted curricula; The extent to which they meet a wide range of needs, interests, and student performance levels; The extent to which they support teaching practices known to positively impact student learning; and The extent to which they reflect diversity in such areas as ethnicity, gender, national origin and handicapping conditions. <p>Spanish and English language materials shall be adopted at the same time, if practicable.</p> <p>Schools shall use the current adopted instructional materials in each subject area, except as otherwise provided by superintendent and/or designee.</p> <p>Supplementary materials generally do not require adoption by the Board of Education.</p> <p>All schools use adopted textbooks for the core subject areas of mathematics, social studies, science, foreign language and language arts;</p>	

	<p>Following subject area adoption, schools purchase new textbooks for the next school year using procedures developed by staff; and</p> <p>The Board of Education grants waivers for purchase and use of non-adopted textbooks in core subject areas, except that non-adopted textbooks may be purchased subject to approval of the Superintendent or his/her designees, prior to the dates below.</p> <p>Principals are encouraged to appoint a committee to review non-adopted textbooks and supplementary materials used in the school prior to considering approval/denial.</p>	
Replacement Policy	<p>The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. • The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. • The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the CSC/SAB. • Substantive interim changes must be approved by district staff. 	
School Proposal	IKE / IKE-R: Promotion, Retention and Acceleration of Students	Educational Program: Promotion, Retention and Acceleration of Students
Policy	<p>When grade retention or acceleration of a student is considered as provided for in Policy IKE, procedural guidelines are as follows:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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: <ol style="list-style-type: none"> a. A summary of the school's interventions during the current year to meet the student's academic needs b. The interventions to be implemented during the next school year to meet the student's academic needs. 4. 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. 	
Replacement Policy	Retention and promotion decisions for students performing below or above grade-level in core content areas will be made based on reading and math achievement levels as determined by	

	<p>performance on standardized assessments, attendance, and core class grades. The principal, administrators, teacher, and parents will confer at least three months prior to the end of the school year about the student’s progress, with additional meetings at least every 6 weeks thereafter. Based on the student’s progress, an academic plan will be prepared and grade retention or promotion may be recommended to school leadership by any member of the school community.</p> <ul style="list-style-type: none"> • If school leadership approves the grade retention or promotion of a student, the student will be retained or promoted. Parents will not have the ability to override the decision of school leadership. Parents will be made aware of this policy at orientation or at the time of registration for all mid-year enrollees. • All retention and promotion decisions will be finalized by May 1st. The school will regularly communicate student performance to parents/guardians. 	
School Proposal	GCF/GDF: Staff Recruitment/Hiring	Teaching: Human Resources Management: Hiring
Policy	<p>Hiring</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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 Policy	<p>The Innovation School will follow District Policy GDF/GCF; however, the Innovation School will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <ul style="list-style-type: none"> • The principal or his/her designee will work with the district Human Resources 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 	

	<p>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 principal for selection using locally-designed processes.</p> <ul style="list-style-type: none"> • The principal or his/her designee will consider candidates from the direct placement process; however, the school shall not be required to select or accept teachers through direct placement or to alter the hiring schedule or selection process in a way that gives preference to direct placement teachers. • The principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate. • Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate. • Background checks will be administered using the existing systems and processes for the district. • The School shall conduct reference checks.
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Collective Bargaining Agreement Articles Waivers

WAIVER REQUESTS - DCTA COLLECTIVE BARGAINING AGREEMENT

School Proposal	Article 1-7: Definition of "School Year"	Educational Program: Calendar & Schedule
Policy	The term "school year" as used in these Articles shall mean the officially adopted school calendar.	
Replacement Policy	The term "school year" as use in these Articles shall mean the school calendar as it is established by the innovation school. This definition will include both an identification of days and a typical daily schedule.	
School Proposal	Article 2-4-1: Waivers from Agreement	Teaching: Waiver Request Procedure
Policy	2-4 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association. 2-4-1 Unless otherwise provided in this Agreement, requests for waivers from this Agreement shall be made by the principal and the Association Representative to the Board of Education and the Association.	
Replacement Policy	Consistent with the Innovation Schools Act, requests for waivers from the Collective Bargaining Agreement will be made by the School to the Board of Education with documented support from teachers through an amendment or revision of the innovation plan.	
School Proposal	Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load	Educational Program: Calendar & Schedule
Article Summary	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) ...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>8-1 Contract year. The contract year shall be one hundred eighty-four (184) days. If a teacher is required to extend his/her 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.</p> <p>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...</p> <p>8-1-2 ...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...</p> <p>8-1-2-1 The assessment day will be used to administer, grade and analyze data from benchmarks and other related assessments.</p> <p>8-1-2-2 Schools may modify the daily schedule on the parent/teacher conference days.</p> <p>8-1-3 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, e. teachers attending are paid in accordance with Article 32, f. adequate alternate opportunities are provided.</p> <p>8-1-4 Evening Meetings. Each teacher may be required to attend three (3) evening events approved by the SLT per school year, as part of the contracted time.</p> <p>8-1-5 Special Conditions of Employment. Any special conditions regarding the assignment of any teacher will be an addendum to the initial employment contract.</p> <p>8-2 Forty (40) Hour Work Week. The work week shall be forty (40) hours and shall include: 1. Lunch Periods...a minimum standard 45 minute daily lunch...duty free.</p> <p>8-2-1 The principal shall have authority to permit teachers to diverge from the regular school day.</p> <p>8-2-2 The District's scheduled student school contact day will not be extended without applying the due process of collective bargaining.</p> <p>8-3 Planning Time. Each elementary/ECE/K-8 school teacher shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week. Within the three-hundred-minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day.</p> <p>8-7 Non-Teaching Duties. 8-7-1 Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teachers will have the same assignment for more than four (4) consecutive semesters, unless the teacher agrees to such assignment.</p>
<p>School's Replacement Policy</p>	<p>8-1-Contract Year: The contract year for teachers may be extended to include additional mandatory professional development days prior to the start of the school year. In addition, the contract year may be extended to provide a summer academy for students who are not yet achieving at grade level. Teachers will be compensated for additional days via a stipend that is determined by the principal in consultation with the CSC/SAB annually. Non student contact days, planning days, assessment days, and professional development days will be determined by</p>

	<p>the principal in consultation with the CSC/SAB annually, consistent with the innovation plan, as part of the adoption of the school calendar. Student school contact days will be extended to increase instructional time and the teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time.</p> <p>8-2: The teacher work week may be extended beyond 40 hours 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 can be scheduled, as necessary, to implement the innovation plan in accordance with the innovation plan.</p> <p>8-3: Teachers will be given a minimum of 200 minutes of undirected teacher planning time per week, and an additional minimum 100 minutes of directed common planning time.</p> <p>8-7: Teachers will be assigned non-teaching duties, as necessary, to implement the innovation plan with the intent being to maximize the time that the most effective teachers spend teaching students.</p> <p>8-8 The School’s teachers will be responsible for lesson plans for the length of any absence.</p>	
School Proposal	Article 10: Teacher Evaluation: Describes the Evaluation Process for Teachers	Leadership: Human Resource Management: Teacher Evaluation
Policy	<p>10-1-6 “Evaluator” means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their building, but may designate other qualified administrators to assume evaluation responsibilities. Student Services Managers are responsible for evaluations of their personnel as determined by the District.</p> <p>10-2 Types of Evaluations. The school district has 3 (three) types of evaluation:</p> <p>10-2-1 Probationary Evaluation. Probationary evaluations are conducted on an annual basis during the teacher’s probationary employment. Probationary teachers are those contract teachers who hold a valid Colorado teacher license and are in the first three years of teaching or service with the district. Teachers with authorizations or emergency licenses shall follow the probationary evaluation process and shall not be considered probationary until such time as they hold a Colorado professional teaching license. Probationary teachers receive a minimum of two documented observations. At least one of the observations is formal.</p> <p>10-2-2 Non-Probationary Evaluation. Non-probationary evaluations are conducted once every three years for teachers who have successfully completed their probationary period. Non-probationary teachers receive a minimum of one documented observation. At least one of the observations is formal.</p> <p>10-2-3 Special Evaluation. Special evaluations are conducted when a supervisor determines that a teacher requires assistance in a non-evaluation year. Managers can recommend to an evaluator that a Student Services Professional be put on special evaluation.</p> <p>10-3 Timeline for conducting professional evaluation. Probationary teachers are evaluated yearly while designated as probationary and in the first year of non-probationary status. Thereafter, evaluations are to be conducted every three years. The exception to this is special evaluation, see article 10-8.</p> <p>10-3-1 Compensation as it relates to evaluation, Article 31-11 and ProComp Agreement, Articles 7.4.3 and 7.4.4</p> <p>10-4 Evaluators. The school principal is responsible for all evaluations in the school building and to use of the appropriate standards/criteria/rubric and form. When a teacher is assigned to more than one building, the home school principal must coordinate the evaluation with the appropriate principals or qualified managers. 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 responsible to the principal. Student Services Personnel are responsible for evaluations of their personnel as determined by the district, using the appropriate evaluation tool.</p>	

	<p>10-4-1 To the extent required by state law, evaluators must hold a state principal/administrator license, be trained in evaluation skills that will enable him or her to make a fair, professional, and credible evaluation of the personnel whom he or she is responsible for evaluating.</p>	
<p>School's Replacement Policy</p>	<p>Teachers will be hired on annual contracts. Annual contract status may be maintained as long as the teacher continues to receive effective or distinguished ratings. The district HR office will work with LEGACY OPTIONS to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>10-2: The school has only one type of evaluation which applies to all teachers. All teachers are hired on annual contracts.</p> <p>10-3: Timeline: All teachers will be evaluated at least once annually. As necessary, the principal will identify a designated evaluator for each teacher in addition to the school principal.</p> <p>10-4: The principal will oversee all evaluations to ensure the appropriate standards are being used. As necessary, the principal will identify a designated evaluator for each teacher in addition to the school principal.</p> <p>10-4-1: Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p> <p>If a teacher is not meeting performance expectations, the school leader may choose to place the teacher on a Plan of Improvement.</p> <p>Plan for Improvement</p> <p>When the school leader determines that a teacher is not meeting performance expectations, the Principal may choose to place the teacher on a Plan of Improvement. The duration of the plan of improvement will typically be thirty (30) days, but may be extended beyond the (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 may list the areas for improvement that the teacher will be required to improve on to the satisfaction of the Principal and/or Assistant Principal. Resources and supports may 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. If, at the end of the plan, the principal deems, in his/her sole discretion, that the teacher has failed to make sufficient improvement, then the teacher may be dismissed from employment. An improvement plan is not an entitlement or employment right. Annual contract status may be maintained as long as the teacher continues to receive effective or distinguished ratings.</p> <p>10-5-3: Formal observations are recommended to last at least one class period and do not require advance notice or a pre-observation conference.</p>	
<p>School Proposal</p>	<p>Article 11: Complaints Against Teachers/Administrative Leave/Corrective Action</p>	<p>Leadership: Human Resources Management</p>
<p>Policy</p>	<p>11-2 Administrative Leave. If a principal decides to place a teacher on administrative leave for...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.</p> <p>11-2-3 At the teacher's request a meeting will be held within three (3) school days...to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting.</p> <p>11-2-4...If an investigation must extend beyond seven (7) calendar days...the teacher and the</p>	

	<p>Association will be notified by phone calls...[with]...the reasons for the extension and the expected date of completion...11-2-5</p> <p>During the investigation, the teacher...will... receive full pay. 11-2-6 Following completion...the principal or designee shall...share the results...and give the teacher an opportunity to respond...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...There will be no record of the leave in a teacher's personnel file...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>	
Replacement Policy	<p>The school will follow the district's basic fairness and due process guidelines in issuing corrective action to employees at the innovation school.</p>	
School Proposal	Article 13-7 Hiring timelines,	Teaching: Human Resources Management: Hiring & Staff Assignments
Article Summary	<p>13-7 Timelines. The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs...</p> <p>Key dates and activities:</p> <ul style="list-style-type: none"> • Teachers verify consideration group... • Teacher requests for Intent to Vacate, Early Retirement Incentive, move to part time/job share, Extended Leave of Absence, and Return from Leave notice submitted. • Recommendation for non-renewal of probationary teachers. • In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15) • Schools report vacancies. (Article 13-17) Vacancies are posted. • Teachers apply to transfer for vacancies. (Article 13-18) • Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20) • Assignment of unassigned non-probationary teachers. (Article 13-194) • End of open market staffing cycle. <p>13-8 Personnel Committee.</p> <p>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.</p> <p>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.</p> <p>13-8-3 Teacher members will be chosen by the faculty.</p> <p>13-8-4 The Personnel Committee will make decisions by consensus...</p> <p>13-8-5 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...</p> <p>13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.</p>	

School's Replacement Policy	<p>13-7. The innovation school will not adhere to the district staffing cycle. It will post vacancies when they become open. The school will work with the district Human Resources office to post positions through the district website. In addition to this posting, the school will engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels. The school will consider all eligible applicants, including teachers who apply to transfer for vacancies, but will uphold district policy in ensuring mutual consent between principals. Transfers will not receive priority consideration. The innovation school will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p> <p>Teachers who leave the innovation school in order to return to a district school will be subject to the District policies for implementation of SB 191 with regards to probationary or non-probationary status.</p>	
School Proposal	Article 13-8 Personnel Committee	Teaching: Human Resources Management: Hiring & Staff Assignments
Article Summary	<p>13-8 Personnel Committee.</p> <p>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.</p> <p>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.</p> <p>13-8-3 Teacher members will be chosen by the faculty.</p> <p>13-8-4 The Personnel Committee will make decisions by consensus...</p> <p>13-8-5 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...</p> <p>13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.</p>	
School's Replacement Policy	<p>13-8. The school leader shall be responsible for hiring all staff and shall implement a hiring process that best meets the needs of the innovation school. Whenever possible, a hiring committee will be constructed by the principal to provide input into hiring decisions. To the extent possible, the hiring committee shall include representatives from staffing areas that will be affected by the new hire.</p> <p>All candidates must pass a DPS background check, which will be conducted through the district Human Resources process.</p> <p>The principal, in consultation with the CSC/SAB, will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. Once the principal determines that the school will undergo a RIBS, all candidates currently in the position being reduced will be considered and the principal, in consultation with the CSC/SAB, will make RIBS decisions based on performance, professionalism, and merit.</p>	
School Proposal	Article 14-1: Summer School Teaching Positions	Teaching: Human Resource Management: Hiring & Staff Assignments
Policy	<p>14-1 Summer School and Evening School. Summer and evening school programs shall be provided flexibility of design and implementation following the guidelines set forth below.</p> <p>14-1-1 Staffing. The purpose of all staffing procedures is to find the most suitable candidates for the teaching positions needed to run the summer school.</p> <p>14-1-1-1 Summer school teaching positions shall be posted.</p> <p>14-1-1-2 Postings shall include the following basic components: descriptions of any teaching position that may be included in the summer school, and an explanation of the selection process.</p>	

	14-1-1-3 All teaching positions in summer school programs will be filled first by teachers currently in the District. 14-1-2 Compensation. Teachers will be paid for summer and evening work as provided in Article 32.	
Replacement Policy	The Innovation School will fill summer school positions with its own teachers to the extent possible. Should additional teachers be necessary, the school will fill those positions with the best possible candidates, not necessarily teachers currently in the District. Teachers will be compensated for summer school time as determined by CSC/SAB during the budgeting process.	
School Proposal	Article 20: Procedures for Conducting Reduction in Force	Teaching: Human Resource Management: Staffing
Policy	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 their 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 reemployment. 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.	
Replacement Policy	The Innovation School will not participate in the district Reduction in Force process and will not accept direct placement of district employees who have had their contracts canceled. New staff members will be employed at the school based on their qualifications and fit with the school innovation plan and position requirements.	
CBA Article/Section	Article 32: Extra Duty Compensation	Teaching: Human Resources Management: Compensation
Article Summary	See Extra Duty Compensation schedule in Article 32 Various tables that specify compensation levels for activities that include: substitute pay, hourly rates, activity salaries with steps and schedules.	
School's Replacement Policy	As part of the budgeting process conducted each spring for the following school year, the principal, in consultation with the CSC/SAB, will determine extra duty compensation rates for extended day and year as well as any new or additional roles and responsibilities and merit pay. LEGACY OPTIONS leadership will work with the DPS HR department to ensure that all necessary processes are followed in these areas and is consistent with the innovation plan. In no event shall this determination be made later than March 15th for the following school year.	
CBA Article/Section	Article 7: Grievance Policy	Teaching: Human Resources Management
Article Summary	6 pages. Sections include: 1. Definitions, Purpose, Procedure (Level 1, Level 2, Level 3 Mediation/arbitration), Rights of teachers to representation, miscellaneous	

<p>School's Replacement Policy</p>	<p>The school shall maintain the following Grievance Policy:</p> <p>7-1 Definitions.</p> <p>7-1-1 A "grievance" shall mean a written complaint by a school staff member that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the School's Employment Contract or the School's Employee Handbook.</p> <p>7-1-2 Unless provided otherwise in this Agreement, all administrative procedures, practices and written personnel policies that affect staff are grievable.</p> <p>7-1-3 The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of the Employment Contract or School Handbook.</p> <p>7-1-4 An "aggrieved person" is a school staff member asserting a grievance.</p> <p>7-2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.</p> <p>7-3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>Information. The School agrees to make available to the aggrieved person and the aggrieved person's representative, all pertinent information not privileged under law, in its possession or control, and which is relevant to the issues raised by the grievance. The grievant agrees to make available to the School and its representatives, all pertinent information not privileged under law in its possession or control, and which is relevant to the issue raised by the grievant.</p> <p>Timing. No grievance shall be recognized by the District or the School unless it is presented at the appropriate level within fifteen (15) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized at Level Two unless it is filed with the Department of Human Resources within at least twenty (20) school days after the act or condition upon which it is based occurred. Grievances not timely presented will be considered as waived.</p> <p>7-3-1 Level One. A grievance first will be discussed with the aggrieved person's principal to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by a District Human Resource Representative, or (3) may request that the District Human Resource Representative act on behalf of the aggrieved person. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.</p> <p>7-3-2 If the aggrieved person is not satisfied with the results of the informal conference, the aggrieved person may then file a grievance in writing on the proper form with the principal or supervisor within seven (7) school days. The grievance must refer to the specific Articles of the Employment Contract and/or School Handbook and explain how they were violated and indicate the reason why the Level One decision is unsatisfactory. The principal shall also have the opportunity to provide comment related to the Level One in writing. The grievant shall send a copy of the written grievance and the principal response to the Department of Human</p>
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	<p>Resources. All known documentation related to the grievance must be provided prior to the Level Two meeting.</p> <p>7-3-3 Level Two. The Human Resources Director or Instructional Superintendent will go to the school and meet with the teacher and principal to facilitate a resolution. Such meeting will take place within seven (7) school days after receipt of the written grievance by the Department of Human Resources. Any resolution determined by the Human Resources Director or Instructional Superintendent will be considered final.</p> <p>7-4 Miscellaneous. If the time limits for processing a grievance are not met by the administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved. The Department of Human Resources may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.</p>
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State Statute Waivers		
WAIVER REQUESTS – COLORADO STATE STATUTES		
School Proposal	<p>Colorado State Statutes: Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel</p>	<p>Leadership: Human Resource Management: Teacher Evaluations</p>
Policy	<p>(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.</p> <p>(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.</p>	
Replacement Policy	<p>The principal has the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations. Principal designated evaluators of professional staff members may or may not possess an administrative certificate issued by CDE. All evaluators will receive CDE approved training in evaluation skills by the school's principal. The school's evaluation system will meet the standards of Colorado Senate Bill 10-191.</p> <p>Evaluation instruments for all non-licensed evaluators who evaluate school staff including professional educators shall indicate on the evaluation whether or not the evaluator possesses an administrative certificate. The Superintendent or his/her designee shall review all evaluations conducted by non-licensed administrators when necessary and shall discuss with them procedure and form.</p>	

	<p>The school's principal shall receive an annual evaluation by the Superintendent or his/her designee.</p> <p>All teachers will receive at least one formal evaluation each year and/or be evaluated multiple times in each of the LEAP indicators within a given year.</p>	
School Proposal	Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay	Teaching: Human Resource Management: Staff Hiring, Compensation
Policy	<p>22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:</p> <p>(f) (I) 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...A board of a district of innovation...may delegate the duty specified in this paragraph (f) to an innovation school,</p>	
Replacement Policy	<p>Pursuant to state law, the DPS board will delegate the duty specified in this paragraph to the innovation school. The principal, in consultation with the CSC/SAB, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the Principal in consultation with the CSC/SAB shall determine the rate of pay during the budget cycle each Spring for the following year.</p>	
School Proposal	Section 22-32-109(1)(g): Handling of Money	Governance: Budget
Policy	<p>(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;</p>	
Replacement Policy	<p>In accordance with the innovation plan, the school may receive moneys and deposit such moneys into a school account. The School will establish an account to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. The school will account for all moneys that it receives directly and will report to the DPS board by providing quarterly trial balances to their DPS budget partner.</p>	
School Proposal	Section 22-32-109(1)(n)(I): Schedule and Calendar	Educational Program: Calendar and Schedule
Policy	<p>(n) (I) 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 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 therefore by the board of education of the district.</p>	
Replacement Policy	<p>The School has the authority to determine its own annual calendar and daily schedule, provided it meets or exceeds minimum statutory requirements.</p>	

	<p>School has the authority to determine the number of professional development days, days off, and late starts/early release days.</p> <p>In accordance with the innovation plan, the school's principal, in consultation with the CSC/SAB, shall determine, prior to the end of a school year, the length of time the school will be in session during the next school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction.</p>	
School Proposal	Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Educational Program: Calendar and Schedule
Policy	<p>(II) (A) 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.</p>	
Replacement Policy	<p>The School has the authority to determine teacher pupil contact, which will meet or exceed the minimum standards of the District and state.</p> <p>In accordance with the innovation plan, the principal, in consultation with the CSC/SAB, shall determine, prior to the end of a school year, the length of time the school will be in session during the next school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction.</p>	
School Proposal	Section 22-32-109 (1)(n)(II)(B): School Calendar	Educational Program: Calendar and Schedule
Policy	<p>(B) 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...A copy of the calendar shall be provided to the parents or guardians of all children enrolled...Such calendar shall include the dates for all staff in-service programs...[The] school administration shall allow for public input from parents and teachers prior to scheduling ...staff in-service programs. Any change in the calendar...shall be preceded by adequate and timely...of not less than thirty days.</p>	
Replacement Policy	<p>The School has the authority to create its own annual calendar to meet or exceed the minimum standards for the District and State.</p> <p>No later than 60 days before the end of the school year, the principal, in consultation with the CSC/SAB 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.</p> <p>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.</p> <p>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>	

School Proposal	Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks	Education Program
Policy	(t) 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 Policy	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. The school's curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. • The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. • The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the CSC/SAB. • Substantive interim changes must be approved by the Principal and District Staff. 	
School Proposal	Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards	Education Program
Policy	(aa) To adopt content standards and a plan for implementation of such content standards pursuant to the provisions of section 22-7-407 ;	
Replacement Policy	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. The school's curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. • The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. • The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the CSC/SAB. • Substantive interim changes must be approved by the Principal and District Staff. 	
School Proposal	Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Teaching: Human Resource Management: Professional Development

Policy	(jj) 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 Policy	<p>In accordance with the innovation plan, the Principal will participate in district-provided coaching and professional development except when such coaching or professional development contradicts the successful implementation of the innovation plan and/or the mission /vision of the school.</p> <p>In determining the Principal’s PD and coaching schedule, the Instructional Superintendent will collaborate with the Principal to ensure that district PD and coaching supports the school leader and/or leadership team in implementing the goals of the innovation plan.</p> <p>The standard district offered professional development for members of the Professional Development team will be attended in the instances in which it supports the implementation of the innovation plan and/or the mission and vision of the school. District professional development for teachers, teacher leaders, and other instructional or operational leaders at PBA will be attended when the school’s principal determines that such professional development is in the best interest of the school to successfully implement the innovation plan.</p>	
School Proposal	22-32-110(1)(ee) Local Board Powers-Employ teachers' aides and other noncertificated personnel	Teaching: Human Resource Management: Hiring Teacher Aides
Policy	<p>(1) 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:</p> <p>(ee) To employ on a voluntary or paid basis teachers' aides and other auxiliary, nonlicensed personnel to assist licensed personnel in the provision of services related to instruction or supervision of children and to provide compensation for such services rendered from any funds available for such purpose, notwithstanding the provisions of sections</p>	
Replacement Policy	The DPS board grants autonomy to the principal, in consultation with the CSC/SAB, to make staffing decisions consistent with waivers for district policies GCF and GDF. The school may employ non-licensed personnel to provide instruction or supervision of children that is supplemental to the core academic program and in compliance with NCLB HQT requirements.	
School Proposal	22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel	Teaching: Human Resource Management: Staff Dismissals
Policy	<p>(1) 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:</p> <p>(h) 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).</p>	
Replacement Policy	In accordance with the innovation plan, the DPS board delegates the power specified in statute to the school leader. All processes for dismissal must meet the minimum standards established in District policy GDQD and GDQD-R.	

School Proposal	22-32-126: Employment and authority of principals	Leadership: Management
Policy	<p>22-32-126.</p> <p>(1) The board of education may employ through written contract public school principals who shall hold valid principal licenses or authorizations and who shall supervise the operation and management of the school and such property as the board shall determine necessary.</p> <p>(2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the board of education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned.</p> <p>(3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision.</p> <p>(4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the board of education.</p> <p>(5) (a) The principal or the principal's designee shall communicate discipline information concerning any student enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student. Any teacher or counselor who receives information under this subsection (5) shall maintain the confidentiality of the information and does not have authority to communicate the information to any other person.</p> <p>(b) Each school district shall include in its discipline code adopted in accordance with section 22-32-110 (2) procedures to inform the student and the student's parent or guardian when disciplinary information is communicated and to provide a copy of the disciplinary information to the student and the student's parent or guardian. The discipline code shall also establish procedures to allow the student and the student's parent or guardian to challenge the accuracy of the disciplinary information.</p>	
School's Replacement Policy	<p>In the event of a change in leadership, the priority is maintaining building leadership that supports the mission and vision of the school and ensures that student achievement is supported. Members of the school community, including staff, parents and community members will be involved in the principal hiring process.</p> <p>The school's CSC/SAB in collaboration with the district superintendent or his/her designee will manage the principal selection process and recommend at least three final candidates to the district superintendent (or his/her representative) for hiring. Principal candidates are provided to the CSC/SAB from the district's principal hiring pool using the LEAD in Denver evaluation process. The superintendent (or his/her representative) may redirect the CSC/SAB and his/her designee to continue the search for better qualified candidates should none of the three candidates meets his/her approval. In the event that the principal position is vacant, the superintendent (or his/her representative) may appoint an interim principal until such a time that the above described hiring process results in a principal candidate that is agreeable to the CSC/SAB and the Superintendent or his/her designee. The principal assumes the administrative responsibility and instructional leadership of the school under the supervision of the superintendent and in accordance with the innovation plan. Interviews and selection follow the DPS Human Resource hiring procedures.</p>	

School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception	Teaching: Human Resource Management: Hiring and Teacher Qualifications
Policy	<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.</p> <p>(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 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.</p> <p>(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.</p> <p>(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.</p>	
Replacement Policy	<p>The school will employ highly qualified and licensed teachers for teaching of core content pursuant to the federal ESEA Act (in conjunction with the District's ESEA Flexibility Request). Teachers in all necessary areas will be highly qualified. 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 the school as necessary to implement the school's innovation plan. Core content teachers that are the primary provider of instruction will be highly qualified in their particular content area(s), Language Arts; Math; Science; Foreign language; Social Studies (Civics, Government, History, Geography, Economics); Arts (Visual Arts, Music). The school will otherwise meet all Title III licensing expectations.</p>	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision	Teaching: Human Resource Management: Hiring, Contracts and Employment Offer Letters
Policy	<p>(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.</p> <p>(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.</p> <p>(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:</p>	

(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 lessor 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.

	<p>(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.</p> <p>(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 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.</p> <p>(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.</p> <p>(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>	
Replacement Policy	<p>All teachers are hired on annual contracts. Annual contract status may be maintained as long as the teacher continues to receive effective or distinguished ratings. The district HR office will work with LEGACY OPTIONS to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>Teachers on annual contracts may be dismissed mid-year for cause.</p> <p>All contracts will be in writing. The school will provide contract language to the district for feedback before any initial employment contracts are signed. Mutual terminations will be negotiated between the teacher and the school principal.</p> <p>If an teacher on an annual contract intends to terminate a contract after the beginning of the academic year, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract. The school principal has the authority to make employment offers to qualified candidates. Termination of teachers will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. The school will not provide first opportunity to interview rights to priority hiring pool candidates, but will consider them for employment. The school will not contribute teachers to the district hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract</p>	<p>Teaching: Human Resources Management: Dismissals</p>
Statute Description	<p>(1) (a) Except as provided for in paragraph (b) of this subsection (1), the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been reemployed for the fourth year, except as provided for in paragraph (a.5) of subsection (4) of this section. This paragraph (a) is repealed, effective July 1, 2014.</p> <p>(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</p>	

	<p>teachers and shall no longer apply when the teacher has been granted nonprobationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment.</p> <p>(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.</p>		
School's Replacement Policy	Teachers are hired on an annual contract. Annual contract status may be maintained as long as the teacher continues to receive effective or distinguished ratings. The district HR office will work with LEGACY OPTIONS to ensure teacher contracts are consistent with the approved innovation plan.		
School Proposal	<table border="1"> <tr> <td>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation</td> <td>Teaching: Human Resource Management: Direct Placement of Teachers</td> </tr> </table>	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation	Teaching: Human Resource Management: Direct Placement of Teachers
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation	Teaching: Human Resource Management: Direct Placement of Teachers		
Statute Description	<p>(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 nonmembership in any group or organization.</p> <p>(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.</p> <p>(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.</p> <p>(4) A teacher may enter into an agreement for an 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.</p> <p>(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.</p>		
School's Replacement Policy	The school may refuse direct placements or mandatory transfers of teachers from the district. District teachers who are qualified for a vacant position at the school will have an opportunity to apply for the position, and, if hired, will be compensated with a salary corresponding to the position and the years of service.		

School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal	Teaching: Human Resource Management: Dismissals
Policy	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 Policy	All teachers are hired on annual contracts. Annual contract status may be maintained as long as the teacher continues to receive effective or distinguished ratings. Annual contracts can be non-renewed at the end of the contract term for any reason. In all situations related to teacher dismissal, a teacher on an annual contract may be dismissed for cause in accordance with the dismissal policies outlined in the replacement policy for 22-63-302.	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review	Teaching: Human Resource Management: Dismissals
Statute Description	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	

(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

	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 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.</p> <p>(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:</p> <p>(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</p> <p>(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.</p> <p>(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>	
Replacement Policy	The School will follow District Policy GDQD and regulation GDQD-R if it is necessary to terminate a teacher's employment during the school year.	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule	Teaching: Human Resource Management: Compensation
Policy	(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 Policy	The school will adopt a salary schedule that will meet or exceed the district's salary schedule. The School's Principal, in consultation with the CSC, 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, coaching, tutoring, professional development or for performance incentive pay.	
School Proposal	22-63-402. Services - disbursements	Teaching: Human Resource Management: Teacher License
Policy	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 Policy	The school may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan. Prior to hiring any person, in accordance with state law the district shall conduct background checks.	
School Proposal	22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries	Payment of Salaries
Policy	Districts are required to pay teachers according to a schedule or according to a performance policy. Salaries are not to be changed until the end of the year. Individual teachers cannot have their salaries cut unless all teachers have salaries cut.	
Replacement Policy	LEGACY OPTIONS will use the district salary schedule for determining pay for teachers and staff; however, they will have discretion on how the budget is impacted for paying staff (actuals vs. averages). The school principal reserves the right to develop a supplemental compensation system to reimburse employees for extra duty pay as it may arise for mandated extended school year, mandated PD outside of school year and mandated additional time. This may also include activities such as coaching, tutoring, external professional development or for performance incentive pay.	
School Proposal	22-33-102(1) Definition of "Academic Year"	Calendar
Policy	As used in this article, unless the context otherwise requires: (1) "Academic year" means that portion of the school year during which the public schools are in regular session, beginning about the first week in September and ending about the first week in June of the next year, or that portion of the school year which constitutes the minimum period during which a pupil must be enrolled.	

School's Replacement Policy	"Academic year" refers to the year as it is established by the locally adopted academic calendar for the School. This definition will include both an identification of days and a typical daily schedule.
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