

**Section IV: WAIVERS**

**Montclair Elementary**

Waivers Requests and Replacement Policies  
DPS, DCTA, and Colorado State Statute

|   | <b>Policy Waived</b>  | <b>Area of Impact</b> |
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| <b>WAIVER REQUESTS - DPS BOARD POLICIES</b> |   |                       |
| <b>School Proposal</b>                      | <b>BDF/BDF-R4: Collaborative School Committees</b>  | <b>Governance</b>     |
| <b>Original Policy</b>                      | <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"> <li>- to enhance student achievement and school climate by engaging the school community in collaborative efforts supporting the school and District's goals.</li> <li>- 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.</li> <li>- 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.</li> </ul> <p>The collaborative school committee will:</p> <ul style="list-style-type: none"> <li>- 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;</li> <li>- focus on the SIP as its primary responsibility at the school;</li> <li>- use Multiple Measures and align resources to support the SIP and the school's program design;</li> <li>- provide guidance, evaluation and approval for the SIP;</li> <li>- provide guidance, evaluation, and approval for the annual school budget to insure its alignment with the SIP and the school's program design;</li> <li>- act as the School Improvement and Accountability Council (SIAC) for the building;</li> <li>- establish relationships with parents, community members, civic, service and neighborhood organizations to increase involvement in the school and provide a forum for community input;</li> <li>- 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;</li> <li>- participate in the principal-selection process by interviewing candidates and recommending candidates to the superintendent;</li> <li>- participate in the principal's annual evaluation by giving input on the principal's involvement in and support of the collaborative committee process;</li> <li>- review, and when appropriate, approve discipline and safety procedures;</li> <li>- review, and when appropriate, revise the school calendar and/or schedule;</li> <li>- make recommendations regarding any changes to the school design to the District</li> </ul> |                       |

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|   | <p>Board of Education through the building principal.<br/> The collaborative school committee will not:</p> <ul style="list-style-type: none"> <li>- participate in the day-to-day operations of the school;</li> <li>- be involved in issues relating to individuals (staff, students, or parents) within the school;</li> <li>- be involved in personnel issues.</li> </ul>   |
| <p style="text-align: center;">Replacement<br/>Policy</p> | <p><b><u>Role:</u></b></p> <ul style="list-style-type: none"> <li>• In the event of a principal change, SAC will work with instructional superintendent to make efforts to secure a new principal</li> <li>• Meet monthly as a committee</li> <li>• Collaborate with faculty and staff on school calendar and daily schedule</li> <li>• Make budget recommendations to the principal (including possible stipends for extra duty pay)</li> <li>• Dispute resolution for staff</li> <li>• Approval of UIP and progress monitoring</li> </ul> <p><b><u>COMPOSITION</u></b></p> <p><b>Membership</b><br/> Selection for membership should be through nomination and appointment through a vote as outlined below. Elections should be held as needed every year. The composition of the SAC committee should be, at a minimum, as follows:</p> <ul style="list-style-type: none"> <li>• Four (4) parent representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers (the school community)</li> <li>• Four (4) teacher representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers</li> <li>• One (1) classified employee representative, may be nominated by anyone, including self, and are chosen by the vote of their peers</li> <li>• One (1) business/employer or community representative from the local community; is nominated by a member of the SAC and approved by the other members of the SAC committee</li> <li>• The school principal</li> </ul> <p><i>There shall be no more than two parents or teachers representing any one grade or program.</i><br/> <i>There must be an equal number of certificated staff and parents on the committee.</i></p> <p><b>Member Diversity</b><br/> The diversity of the school population should be represented in the SAC committee membership.</p> <p><b>Terms</b><br/> SAC committee members are elected to a two-year term. Members may be elected to no more than three (3) successive terms. Staggered terms may be used to promote continuity.</p> |

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| School proposal    | <b>CFBA: Evaluation of Evaluators</b>  | <b>Leadership</b>                                 |
| Original Policy    | <p>All persons who evaluate professional staff members shall possess an administrative certificate issued by the Colorado Department of Education and shall have received education and training in evaluation skills approved by the department. Issuance or renewal of an administrative certificate requires that the applicant has received such approved education and training in evaluation skills.</p> <p>Evaluation instruments for all professional staff administrators shall include a section dealing with their evaluation skills. The Superintendent or his/her designee shall review all evaluations done by professional staff administrators and when necessary shall discuss with them procedure and form.</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 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>  |   |
| School Proposal    | <b>IC/ICA: School Year/School Calendar</b>   | <b>Educational Program: Calendar and Schedule</b> |
| Original 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 April 30<sup>th</sup> the principal, in consultation with the SAC, 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</p> |   |

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|                    | to after SAC approves it and a copy shall be provided to the school's Instructional Superintendent.  |                            |
| School Proposal    | <b>IE: Organization of Instruction</b>   | <b>Education Program</b>   |
| Original Policy    | 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.   |                            |
| Replacement Policy | 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.   |                            |
| School Proposal    | <b>IGA: Curriculum Development</b>   | <b>Educational Program</b> |
| Original 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 | Curriculum development and/or selection will be carried out by school personnel, consistent with the school's innovation plan, using all available resources. The school curriculum will provide a program of instruction that enables students to meet or exceed the 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 SIP review by the SAC and Instructional Superintendent. Any interim changes to curriculum must be approved by District staff following the District curriculum waiver approval process.  |                            |
| School Proposal    | <b>IGD: Curriculum Adoption</b>  | <b>Educational Program</b> |
| Original Policy    | 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.   |                            |
| 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"> <li>• Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources.</li> <li>• The School will utilize textbooks and/or equivalent learning materials by course and grade level in each core academic area at a minimum as outlined in its innovation plan and approved by the District's Teaching and Learning Department through a supplementary process. Engage NY (Math) Jolly</li> </ul>  |                            |

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|                    | <p>Phonics, Uncommon Schools Assessments and Plans, Cognitively Guided Instruction. See appendix for waivers.</p> <p>The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the SAC and Instructional Superintendent. Any interim changes to curriculum must be approved by District staff following the District curriculum waiver approval process.</p>  |                            |
| School Proposal    | <b>IIA/ IIA-R: Instructional Materials</b>   | <b>Educational Program</b> |
| Original 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"> <li>• Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources.</li> <li>• The School will utilize textbooks and/or equivalent learning materials by course and grade level in each core academic area at a minimum as outlined in its innovation plan. In conjunction with the Instructional Superintendent and OSRI, the school will select appropriately rigors and aligned materials.</li> </ul> <p>The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the SAC and Instructional Superintendent. Any interim changes to curriculum must be approved by District staff following the District curriculum waiver approval process.</p>   |                            |
| School Proposal    | <b>IJJ/ IJJ-R: Instructional Materials</b>   | <b>Educational Program</b> |
| Original 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"> <li>1. The extent to which they are aligned with Denver Public Schools Standards for Success, district goals, and adopted curricula;</li> <li>2. The extent to which they meet a wide range of needs, interests, and student performance levels;</li> <li>3. The extent to which they support teaching practices known to positively impact student learning; and</li> <li>4. The extent to which they reflect diversity in such areas as ethnicity, gender, national origin and handicapping conditions.</li> </ol> <p>Spanish and English language materials shall be adopted at the same time, if practicable. 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> |                            |

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|                    | <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"> <li>• Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources.</li> <li>• The School will utilize textbooks and/or equivalent learning materials by course and grade level in each core academic area at a minimum as outlined in its innovation plan In conjunction with the Instructional Superintendent and OSRI, the school will select appropriately rigors and aligned materials.</li> </ul> <p>The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the SAC and Instructional Superintendent. Any interim changes to curriculum must be approved by District staff following the District curriculum waiver approval process.</p>   |   |
| School Proposal    | <b>IKE / IKE-R: Promotion, Retention and Acceleration of Students</b>   | <b>Educational Program: Promotion, Retention and Acceleration of Students</b> |
| Original 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"> <li>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.</li> <li>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.</li> <li>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"> <li>a. A summary of the school's interventions during the current year to meet the student's academic needs</li> <li>b. The interventions to be implemented during the next school year to meet the student's academic needs.</li> </ol> </li> <li>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.</li> </ol> |   |
| Replacement Policy | <p>Retention decisions for students performing below grade-level in core content areas will be made based on literacy and math achievement levels as determined by performance on standardized assessments, including interims, and SLO body of evidence. The principal, AP, teacher, and parents will confer at least three months prior to the end of</p>   |   |



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|                           | <p>the school year about the student’s progress, with additional meetings at least every 6 weeks thereafter (by phone or in person). If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended to the School Administrative Team.</p> <ul style="list-style-type: none"> <li>• If school leadership approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the School Administrative Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees.</li> <li>• Parents must be notified of a preliminary recommendation/decision to retain a student no later than May 1<sup>st</sup>.</li> <li>• All retention decisions will be finalized by May 15<sup>th</sup>. The school will regularly communicate student performance to parents/guardians.</li> </ul>  |  |
| <p>School Proposal</p>    | <p><b>GCF: Professional Staff Hiring</b></p>  | <p><b>Teaching:<br/>Human Resources Management:<br/>Hiring</b></p> |
| <p>Original Policy</p>    | <p>From the list of available candidates for teaching positions in the Denver Public Schools, the superintendent shall recommend those persons best fitted to serve... Applicants for probationary appointments shall be required to have a bachelor's degree... Teachers in the Denver Public Schools shall hold a... teacher certificate... Exceptions to this certification requirement may be made by the superintendent in cases of teachers of adult vocational education and in other unusual cases... Prior to hiring any person, in accordance with state law the district shall conduct background checks.</p> <p>Reappointment after resignation: Teachers reappointed to teaching positions after resignation shall be employed on probationary appointments. A teacher who has been absent five years or less may be considered for reappointment at the salary to which he was entitled at the time of resignation.</p> <p>Reappointment of probationary teachers: Reappointment of probationary teachers shall be considered annually at a meeting of the Board prior to June 1.</p>   |  |
| <p>Replacement Policy</p> | <p>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"> <li>• The Principal or his/her designee will work with the district HR office to post teaching positions through the district website. The school will also engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels, but will require that any interested candidates apply through the district site. All eligible applications for posted teaching positions will be provided to the school principal for selection using locally-designed processes.</li> <li>• 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.</li> <li>• The principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate.</li> <li>• Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate unless otherwise required by law.</li> </ul> |  |

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|                    | <ul style="list-style-type: none"> <li>Background checks will be administered using the existing systems and processes for the district.</li> </ul>   |
| School Proposal    | <b>GCB: Professional Staff Contracts and Compensation</b>   |
|                    | <b>Teaching:<br/>Human Resources Management:<br/>Hiring, Compensation, Job Descriptions</b>   |
| Original Policy    | <p>It is the Board's intent to review all compensation plans annually with representatives of the district's teaching staff. Administrator's salaries shall be determined by Board action with consideration given to the assigned responsibilities and specialized training. Salaries shall be reviewed annually at the regular Board meeting in June, and contracts as appropriate. The school district shall adhere strictly to the employment contract procedures established by Colorado statutes.</p>   |
| Replacement Policy | <p>The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified in the innovation plan that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; hire employees subject to the employment status and terms outlined herein; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. The school will offer annual contracts to all teachers, all other school employees will be at will. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p> |
| School Proposal    | <b>GCID: Professional Staff Training, Workshops and Conferences</b>   |
|                    | <b>Teaching:<br/>Human Resources Management:<br/>Professional Development</b>   |
| Original Policy    | <p>Attendance by school personnel at professional meetings shall be justified by meaningful guidelines or rationale for such attendance. Such guidelines or rationale may differ by department but shall be well-defined and understood by appropriate personnel. An understanding of reasonable expenses should be developed prior to travel. The budgetary allocation of departmental travel accounts shall not be construed as automatic approval for expenditure. Travel outside the continental United States shall be considered only as an exception.</p>  |
| Replacement Policy | <p>The Principal, in consultation with the Teacher Leaders, will determine the school's professional development plan and requirements for staff attendance. The school's professional development plan is specified in the innovation plan and UIP. The school retains the option to participate or not participate in any professional development offered by the district, and determination of whether or not the school's staff shall participate will be made by the Principal in consultation with the Instructional Superintendent.</p>   |
| School Proposal    | <b>GDA: Support Staff Positions</b>   |
|                    | <b>Teaching:<br/>Human Resource Management: Hiring of Support Staff</b>   |
| Original Policy    | <p>All support staff positions in the school system shall be established initially by the Board.<br/>Support staff members shall be employed for such time as the district is in need of or</p>   |



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|                    | <p>desirous of the services of such employees.<br/> The Board shall approve a statement of job requirements as presented by the superintendent. This shall be in the form of a job description setting forth the qualifications for the job, a detailed list of performance responsibilities and any required physical capabilities.<br/> Only the Board may abolish a position that it has created.</p>  |  |
| Replacement Policy | <p>The school will use support staff positions that have been established by the Board, when applicable.</p> <ul style="list-style-type: none"> <li>• When unique support staff roles are needed to effectively implement the innovation plan, the School will establish new positions and create job descriptions for these roles. The school principal or his designee will consult with the district Human Resources department on the language of the job description. The job description will set forth the qualifications for the job, a detailed list of performance responsibilities and any required physical capabilities. The school shall also set the salary or hourly wage for the unique position in put from the district Human Resources department.</li> <li>• The school may create, revise, or remove any unique job descriptions necessary to implement the school’s innovation plan.</li> </ul>  |  |
| School Proposal    | <p><b>GDF-R: Selection, Appointment, and Reappointment of Full-time Classified Employees – Procedures</b></p>   | <p><b>Teaching:<br/> Human Resources Management:<br/> Hiring</b></p> |
| Original Policy    | <p>The Board of Education has delegated the authority for appointment of classified employees in the Denver Public Schools to the Superintendent. The Department of Human Resources will convey to the Superintendent on a regular basis a recommended list of candidates for classified positions. The Superintendent's appointment of these classified employees will be on a probationary basis.<br/> The term "classified employee" ...shall be deemed to include, each DPS employee assigned to a full-time position listed in the salary and classification schedules for classified employees as maintained by the Department of Human Resources. No position requiring Department of Education certification or license shall be considered a classified position. Employees on the administrative and managerial salary schedules are not subject to the provisions of this policy.<br/> e. Probationary Period. All classified employees must serve a probationary period of at least two (2) continuous years on a full- time basis. A "year" means a continuous period not in excess of twelve (12) months. Employees shall be deemed probationary until they attain continuing service status as provided herein. Probationary employment shall be subject to termination at any time for any lawful reason, pursuant to Policies GDQD and GDQD-R.<br/> f. Continuing Service. Any classified employee who has served as an employee in active service in the Denver Public Schools on a regular full-time basis continuously for two (2) complete years, and for whom the Department of Human Resources has received an appraisal documenting the satisfactory performance of duties and the endorsement of his or her department head or principal, shall be recommended for continuing service by the Board of Education at their next regularly scheduled meeting. Employees granted continuing service shall not be required to be re-appointed on an annual basis. Written notification of continuing service status shall be furnished by the Department of Human</p> |  |

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|                    | <p>Resources.</p> <p>Separation of Five (5) Years or Less. A classified employee who has resigned and within five (5) years thereafter is re-employed by the school district may be considered for re-appointment to the same position at the salary to which he/she would have been entitled at the time of resignation.</p> <p>Notification of Resignation. Classified employees who plan to resign in good standing shall notify their supervisor and the Department of Human Resources at least fourteen (14) calendar days in advance. Notification shall be in writing. Receipt of a resignation in writing by the Department of Human Resources creates an official resignation. Action by the Superintendent is not necessary to effectuate a resignation. A resignation, which has become effective, shall terminate continuing service status. The district has the sole authority to honor a revocation of the resignation.</p>  |  |
| Replacement Policy | <p>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"> <li>• The Principal or his/her designee will work with the district HR office to post classified positions through the district website. The school may also engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels, but will require that any interested candidates apply through the district site. All eligible applications for posted teaching positions will be provided to the school principal for selection using locally-designed processes.</li> <li>• The principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate.</li> <li>• The school will not be required to accept direct placement of any employee from the district.</li> <li>• Background checks will be administered using the existing systems and processes for the district.</li> </ul> <p>Non-teachers are at-will employees and shall be subject to termination at any time for any lawful reason, pursuant to Policies GDQD and GDQD-R<br/> <b>Notification shall be in writing.</b> Receipt of a resignation in writing by the Department of Human Resources creates an official resignation. Action by the Superintendent is not necessary to effectuate a resignation. A resignation, which has become effective, shall terminate employment.</p> <p>Section 11-4 and 22-2 of the paraprofessional contract will be waived and if there is a reduction in building for support staff all staff will be a part of the consideration group not matter designation. All will be able to reapply for openings for the following year. Hiring will be based on reviews, observations, interviews, and effectiveness of job performance.</p> |  |
| School Proposal    | <b>GDI: Support Staff Probation, Tenure and Seniority</b>   | <b>Teaching:<br/>Human Resources: Hiring and Dismissal</b> |
| Original Policy    | A full-time classified employee shall serve a probationary period of two years on a full-time basis continuously and without interruption, be employed for the next succeeding  |  |

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|                    | <p>or third year, and be notified thereof in writing before attaining the status of continuing service. A "year" shall mean that continuous period not in excess of 12 months during which the job classification involved re-quires the active services of the employee. Any classified employee having served as an employee in active service in the Denver Public Schools on a regular full-time basis continuously and without interruption for two complete years, who has been or shall be re-employed for the third year immediately succeeding, and who has been notified in writing shall have continuing service as a classified employee during efficient performance of duties, good behavior and continuous service without the need for recur-ring annual appointment.</p>  |   |
| Replacement Policy | <p>Unless otherwise specified herein, all classified employees will be annual and will not be eligible to attain the status of continuing service.</p>   |   |
| School Proposal    | <p><b>GDD: Support Staff Vacation</b></p>  | <p><b>Teaching:<br/>Human Resources: Hiring and Dismissal</b></p> |
| Original Policy    | <p>Professional technical and nonaffiliated staff: Vacations and holidays for professional technical and nonaffiliated staff members shall be those determined by the officially adopted school calendar.<br/>Facility managers: Facility managers shall be granted 15 days of paid vacation per year. Those who have completed 15 years of continuous service...shall be granted an five additional days of vacation for a total of 20 days. Holidays for facility managers shall be those determined by the officially adopted school calendar for 245-day classified employees.</p>   |   |
| Replacement Policy | <p>Board Policy GDD will be followed with the following exception: Vacations and holidays for professional technical and nonaffiliated staff members shall be those determined by the Innovation School calendar.</p>  |   |
| School Proposal    | <p><b>IJOA: Field Trips / IJOA-R: Field Trips (Guidelines for Extended Excursions)</b></p>   | <p>Educational Program</p>  |
| Original Policy    | <p>Most educational excursions shall be carried out on school time to approved destinations listed in the catalog for approved excursions. Excursions to destinations not listed in the catalog may be arranged by following the accompanying procedures for field trips. Sometimes these experiences in the field will last overnight or for even longer periods. The accompanying procedures for extended excursions give guidance to teachers and principals so that judicious decisions may be made at the local level concerning most such excursions. When the proposed experience involves long, extended periods of time...principals shall seek counsel, direction and approval from their lead principal who in turn may secure approval from the superintendent or designee.<br/>School buses shall be provided for teachers to take their classes on educational excursions insofar as possible using bus allocations established for that school. When school buses are not available, arrangements may be made to use public transportation or private transportation. For all excursions requiring students transportation in school buses, arrangements should be made through the department of transportation.</p> |   |
| Replacement Policy | <p>The Innovation school will follow the district field trip policies and procedures with two exceptions:<br/>1- The School will design field trips that match the curriculum and therefore may be outside of the district catalog. In such situations, the School will have autonomy in</p>   |   |

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|   | <p>determining the appropriateness of field trips, and the school principal will be responsible for approving all school field trips.</p> <p>2- If a situation exists where the school must pay the district for transportation services, the school may choose to contract with another school transportation provider if the cost estimate from the district is higher than the other school transportation provider's cost estimate and provided the school can demonstrate that the contracted provider can offer the appropriate levels of liability insurance.</p>   |   |
| School Proposal   | <b>IKB: Homework</b>   | Educational Program                             |
| Original Policy   | <p>Parents should expect their children to have regular homework assignments and should question the lack of such assignments.</p> <p>Elementary school: The amount, length and type of homework at the elementary school level may vary according to individual needs and the classes and courses selected, but the minimum amount assigned shall be as follows:</p> <p>Kindergarten and grade 1- 10-15 minutes, one or two days per week<br/> Grade 2- 10-20 minutes, two days per week<br/> Grade 3- 15-25 minutes, two days per week<br/> Grade 4- 15-30 minutes, two to three days per week<br/> Grade 5- 20-30 minutes, three to four days per week</p> <p>Middle school<br/> A minimum of five hours of homework per week shall be assigned. This shall be mainly representative of the major academic disciplines but may include other subject areas.</p> <p>High school<br/> The amount of homework assigned to high school students shall vary depending upon specific subjects taken and the grade level. The expected minimum amount of homework shall be 10 hours per week in grades 9 through 12.</p> |   |
| <b>Replacement Policy</b>                                     | <p>The school will implement a homework policy that is in alignment with the educational program outlined in the innovation plan.</p>  |   |
| <b>WAIVER REQUESTS - DCTA COLLECTIVE BARGAINING AGREEMENT</b> |  |   |
| School Proposal   | DCTA:<br>Article 1-2: Definition of Teacher  | Teaching:<br>Human Resources: Teacher Licensure |
| Original Policy   | <p>The term "teacher" as used in this Agreement shall mean all non-administrative teaching personnel, employed half-time or more, who are licensed by the Colorado Department of Education as teachers, including others who are authorized to teach by statute.</p>   |   |
| Replacement Policy  | <p>The term "teacher" will include teaching personnel who are licensed by the CDE as well as teaching personnel who are not licensed and are providing supplemental or enrichment instruction. All core content teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competency for their assignment in compliance with the Elementary and Secondary Education Act (ESEA); however, noncore teachers may or may not be required to hold a CDE teacher's license.</p>  |   |
| School Proposal   | Article 1-7: Definition of "School Year"   | Educational Program:<br>Calendar & Schedule     |

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| Original 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 through a process as defined herein. This definition will include both an identification of days and a daily schedule.   |                                       |
| School Proposal    | Article 2-4-1: Waivers from Agreement   | Teaching:<br>Waiver Request Procedure |
| Original 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.<br>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 5-4: School Leadership Team   | Governance:<br>Management             |
| Original Policy    | Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives ... elected annually by a majority of the faculty voting by secret ballot.<br>The SLT will make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support.   |                                       |
| Replacement Policy | <p>The principal will continue to lead an instructional leadership team, that is not limited to, the Assistant Principal, Coaches, Differentiated Roles and Teacher Leaders. Teacher leaders will be selected through a application process. The leadership teams will be responsible for establishing the conditions for student learning at the school, including the following:</p> <ul style="list-style-type: none"> <li>• Identifying student academic needs, based on all available student performance data;</li> <li>• Setting academic goals and priorities, based on student academic needs;</li> <li>• Monitoring and managing consistent delivery of high quality curriculum to every student;</li> <li>• Providing instructional support to all teachers;</li> <li>• Building the student schedule; <ul style="list-style-type: none"> <li>○ Establishing assignments, job responsibilities and work loads for all staff and faculty</li> <li>○ members based on the needs of students;</li> </ul> </li> <li>• Making decisions about ongoing professional development;</li> <li>• Identifying creative solutions to problems faced in the operation of the school;</li> <li>• Revising the Innovation Plan, the Unified Improvement Plan, and the School Handbook, as needed and based on student performance data;</li> </ul> |                                       |

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|  | <ul style="list-style-type: none"> <li>• Monitoring progress toward the goals of the Unified Improvement Plan;</li> <li>• Reviewing the principal’s recommendations for extra duty compensation or incentives if the rates exceed those established in the DPS/DCTA Agreement;</li> <li>• Establishing community and parent involvement activities;</li> <li>• Making recommendations regarding general school governance.</li> </ul>  |   |
| <p>School Proposal</p>                   | <p>Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load</p>  | <p>Educational Program: Calendar &amp; Schedule</p> |
| <p>Original Policy (Article Summary)</p> | <p>Article 8 - Professional Standards</p> <p>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> <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</p> |   |



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|                    | <p>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.</p> <p>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.</p> <p>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>  |  |
| Replacement Policy | <p>No later than April 30<sup>th</sup>, the principal in consultation with the SAC 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>Teachers will be compensated for additional days via a stipend that is determined by the SAC. Non student contact days, planning days, assessment days, and professional development days will be determined by the Principal in consultation with the SAC and PEAK annually, consistent with the innovation plan, as part of the adoption of the school calendar. Student school contact days may 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 will be scheduled, as necessary, to implement the innovation plan.</p> <p>8-3: Teachers will be given a planning time each day per week. The school will do everything they can to think creatively to give teachers more 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>In addition, the school calendar cannot exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval.</p> |  |
| School Proposal    | Article 10: Teacher Evaluation: Describes the Evaluation Process for Teachers  | Leadership:<br>Human Resource Management: Teacher Evaluation |
| Original Policy    | 10-1-6 “Evaluator” means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their  |  |

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|                           | <p>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.</p> <p>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>Replacement Policy</p> | <p>10-1: Evaluator refers to supervisor who is responsible for the evaluation of personnel. While the principal will oversee all evaluations in the building, other evaluators as determined by the principal will have primary evaluation responsibilities for some personnel.</p> <p>10-2: The school has only one type of evaluation which applies to all teachers.</p> <p>10-3: Timeline: All teachers will be evaluated at twice annually.</p>   |

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|                    | <p>10-3-1: The School will participate in District Pro-Comp systems.</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 from amongst other members of the administration team or staff.</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>Teachers who are not performing satisfactorily shall be placed on the school’s performance improvement plan. Once a teacher has received a performance improvement plan from the school’s principal/or designee the school leader will identify areas for improvement with the teacher, give the teacher notice of these areas for improvement in writing, and conduct weekly observations from a coach with written feedback. The teacher may also request a peer observer to give feedback and support. If, after 30 days, the teacher fails to make sufficient progress under the plan, the teacher’s unsatisfactory performance could constitute cause for terminating the annual contract before the end of the school year.</p>   |   |
| School Proposal    | Article 11: Complaints Against Teachers/Administrative Leave/Corrective Action  | Leadership:<br>Human Resources Management       |
| Original Policy    | <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.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..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. 11-2-4...If an investigation must extend beyond seven (7) calendar days...the teacher and the 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 | If they are subject to corrective action, Teachers shall be entitled to the district’s basic fairness and due process guidelines.   |   |
| School Proposal    | Article 13-7 Hiring timelines,  | Teaching:<br>Human Resources Management: Hiring |

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|                          |   | <b>&amp; Staff Assignments</b>  |
| Original Policy          | <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"> <li>• Teachers verify consideration group...</li> <li>• 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.</li> <li>• Recommendation for non-renewal of probationary teachers.</li> <li>• In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15)</li> <li>• Schools report vacancies. (Article 13-17) Vacancies are posted.</li> <li>• Teachers apply to transfer for vacancies. (Article 13-18)</li> <li>• Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20)</li> <li>• Assignment of unassigned non-probationary teachers. (Article 13-194)</li> <li>• End of open market staffing cycle.</li> </ul> <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> |   |
| Replacement Policy       | <p>13-7. The school will not adhere to the district staffing cycle; it will post vacancies when they become open. The school will work with the district HR 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 not be required to participate in District hiring fairs or give any teacher priority over another because of the teacher's status in the District. The innovation school will not be required to accept direct placements from the district; however, the school leader reserves the right to consent to a district placed teacher if, at the sole discretion of the school leader, such a placement would benefit the school.</p>   |   |
| School Proposal          | Article 13-8 Personnel Committee  | <b>Teaching:<br/>Human Resources Management: Hiring &amp; Staff Assignments</b> |
| Original Policy (Article | <p>13-8 Personnel Committee.</p> <p>13-8-1 Each school shall establish a Personnel Committee to select candidates for</p>   |   |

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| Summary)           | <p>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>   |  |
| 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 school. Whenever possible, a hiring committee will be constructed by the principal to provide input into hiring decisions, however the principal will have all final 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 HR process.</p> <p>The principal in consultation with the SAC 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 SAC, will make RIBS decisions based on performance, professionalism, and merit.</p>   |  |
| School Proposal    | Article 20: Procedures for Conducting Reduction in Force  | Teaching:<br>Human Resource Management: Staffing |
| Original Policy    | <p>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.</p> <p>20-2-1 Teachers will be hired in reverse order of reduction provided the teacher is certified and endorsed for the vacancy.</p> <p>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.</p> <p>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.</p> <p>20-2-4 When the former employee is re-employed, all accrued benefits at the time of the non-renewal shall be restored, including all eligible credit on the salary schedule.</p> |  |
| Replacement Policy | <p>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.</p>  |  |



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| School Proposal                   | Article 25: Procedures for Arranging Job Sharing Assignments and Half-Time  | Teaching:<br>Human Resource Management: Staff Assignments |
| Original Policy                   | <p>25-1 Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent non-probationary teachers who wish to work only half-time. Procedures for assignment to a job sharing or half-time position will be available upon request from the Department of Human Resources.</p> <p>25-1-1 Application for a job sharing or half-time position must be made in writing to the Department of Human Resources by the published date.</p> <p>25-1-2 Teachers wishing to job share must find another teacher who also wishes to job share.</p> <p>25-1-3 Job share and half-time assignments, when possible, shall be for one (1) year at a time.</p> <p>25-1-4 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.</p> <p>25-1-5 To be effective, the job sharing or half-time assignments must be approved by the CSC at the school to which the teachers are assigned.</p> <p>25-2 Teachers will be notified of placement during the teacher staffing process.</p> |   |
| Replacement Policy                | <p>Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent teachers who wish to work only half time. Teachers who wish to request job sharing or half-time positions shall submit their request in writing to the school's principal. The principal in consultation with the SAC shall review and determine whether any requests for job sharing, or converting to half-time positions are approved or denied. All approved job sharing or half-time positions shall be for one (1) year at a time.</p>   |   |
| CBA Article/Section               | Article 32: Extra Duty Compensation   | Teaching:<br>Human Resources Management: Compensation     |
| Original Policy (Article Summary) | <p>See Extra Duty Compensation schedule in Article 32</p> <p>Various tables that specify compensation levels for activities that include: substitute pay, hourly rates, activity salaries with steps and schedules.</p>   |   |
| Replacement Policy                | <p>As part of the budgeting process each spring for the following school year, the principal in consultation with the SAC will determine extra duty compensation rates for extended day and year as well as any new or additional roles and responsibilities consistent with the innovation plan.</p>   |   |
| CBA Article/Section               | Article 7: Grievance Policy   | Teaching:<br>Human Resources Management                   |
| Original Policy (Article Summary) | <p>6 pages. Sections include: 1. Definitions, Purpose, Procedure (Level 1, Level 2, Level 3 Mediation/arbitration), Rights of teachers to representation, miscellaneous</p>   |   |
| Replacement Policy                | <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>  |   |



7-1-2 Unless provided otherwise in the innovation plan or employment handbook, all administrative procedures, practices and written personnel policies that affect staff are grievable.

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 school is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of the Employment Contract or School Employee Handbook.

7-1-4 An "complainant" is a school staff member asserting a grievance.

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.

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.

Information. The school agrees to make available to the complainant all pertinent information not privileged under law, in its possession or control, and which is relevant to the issues raised by the grievance. The complainant 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.

Timing. No grievance shall be recognized by the School unless it is presented at the appropriate level within fifteen (15) school days after the complainant knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized by the Department of Human Resources and/or the Instructional Superintendent 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.

7-3-1 Informal Conference. A grievance first will be discussed with the complainant's principal to attempt to resolve the matter informally. No written documentation of the grievance or administrative response will be required if the grievance is settled at the informal conference.

7-3-2 If the complainant is not satisfied with the results of the informal conference, the complainant 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 applicable Articles of the Employment Contract and/or School Handbook and explain how they were violated and indicate the reason why the informal conference decision is unsatisfactory. The principal shall also have the opportunity to provide comment related to the informal conference in writing. The complainant shall send a copy of the written grievance and the principal response to the Department of Human Resources. All known documentation related to the grievance must be provided prior to the meeting. A complainant can be brought to the SAC to help resolve the grievance.

7-3-3 The Human Resources Director or Instructional Superintendent will go to the

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|  | 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. |
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| <b>WAIVER REQUESTS – COLORADO STATE STATUTES</b> |   |  |
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| School Proposal                                  | Colorado State Statutes:<br>Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel   | Leadership:<br>Human Resource Management:<br>Teacher Evaluations |
| Original 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 <a href="#">section 22-9-105.5</a> 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 school will implement the district licensed personnel evaluation system (LEAP) with modifications that comply with the requirements established pursuant to this section and the rules promulgated by the state board and the Licensed Personnel Performance Act. Evaluation of educators will be the responsibility of school leaders. Each teacher will be assigned an evaluator from the administrative team. Evaluators of school personnel will receive a CDE approved training to conduct evaluations but will not be required to hold a principal or administrator license. The policy will apply evenly to all teachers in the school. All teachers will receive at least two formal evaluations each year. The school principal will continue to be evaluated by the superintendent or his/her designee and will receive feedback on the quality of evaluations being given at the school. The school principal will be responsible for evaluations of other evaluators on campus, but may discuss evaluations with district staff as well to ensure meaningful calibration of scores.</p>  |  |
| School Proposal                                  | <b>Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel</b>  | Teaching:<br>Human Resource Management: Staff                    |

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|                           | <b>and Pay</b>  | <b>Hiring, Compensation</b>                       |
| Original Policy (summary) | 22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:<br>(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,  |   |
| Replacement Policy        | 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 SAC, 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 SAC and DPS HR shall determine the rate of pay during the budget cycle each Spring for the following year.  |   |
| School Proposal           | <b>Section 22-32-109(1)(g): Handling of Money</b>   | <b>Governance: Budget</b>                         |
| Original Policy           | (g) To require any employee or other person who may receive into his custody moneys which properly belong to the district to deliver such moneys to the treasurer of the district, or to deposit such moneys in a depository designated by the board;   |   |
| Replacement Policy        | 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 with the district 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.   |   |
| School Proposal           | <b>Section 22-32-109(1)(n)(I): Schedule and Calendar</b>  | <b>Educational Program: Calendar and Schedule</b> |
| Original Policy           | (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. |   |
| Replacement               | No later than 30 days before the end of the school year, the principal in consultation  |   |

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| Policy             | with the SAC 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.<br>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. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.   |   |
| School Proposal    | <b>Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact</b>   | Educational Program:<br>Calendar and Schedule |
| Policy             | (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.  |   |
| Replacement Policy | In accordance with the innovation plan, the school's principal in consultation with the SAC shall determine, prior to the end of a school year, the length of time the school will be in session during the next following 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. In addition the school calendar will not exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.   |   |
| School Proposal    | <b>Section 22-32-109 (1)(n)(II)(B): School Calendar</b>   | Educational Program:<br>Calendar and Schedule |
| Original Policy    | (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.  |   |
| Replacement Policy | No later than 30 days before the end of the school year, the principal in consultation with the SAC 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.<br>Input from PEAK and SAC 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. |   |

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|                    | <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. In addition the school calendar will not exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval.</p>  |   |
| School Proposal    | <b>Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks</b>  | Education Program   |
| Original 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.</p> <p>The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> <li>• Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources.</li> <li>• The School will utilize textbooks and/or equivalent learning materials by course and grade level in each core academic area at a minimum as outlined in its innovation plan and approved by the District's Teaching and Learning Department through a supplementary process. Engage NY (Math) Jolly Phonics, Uncommon Schools Assessments and Plans, Cognitively Guided Instruction.</li> </ul> <p>The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the SAC and Instructional Superintendent. Any interim changes must be approved by District staff in accordance with the District curriculum waiver process.</p> |   |
| School Proposal    | <b>Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards</b>  | Education Program   |
| Original Policy    | (aa) To adopt content standards and a plan for implementation of such content standards pursuant to the provisions of <a href="#">section 22-7-407</a> ;   |   |
| Replacement Policy | In accordance with the innovation plan, the school will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to the school the authority to develop a local plan for implementation of the CCSS and the CAS in a way that aligns to the school's innovation plan.  |   |
| School Proposal    | <b>Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development</b>   | Teaching:<br>Human Resource Management:<br>Professional Development |



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| Original 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 | In accordance with the innovation plan, the school's principal and the district evaluator shall jointly determine the required training or development of the principal and the administrative team. The principal and the administrative team will not be required to participate in district training not related to the innovation plan unless those trainings are agreed upon by the principal and district evaluator as part of the principal's professional development plan.   |  |
| School Proposal    | <b>22-32-110(1)(ee) Local Board Powers-<br/>Employ teachers' aides and other noncertificated personnel</b>  | <b>Teaching:<br/>Human Resource Management:<br/>Hiring Teacher Aides</b> |
| Original Policy    | (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:<br>(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  |  |
| Replacement Policy | The DPS board grants autonomy to the principal in consultation with the SAC 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.   |  |
| School Proposal    | <b>22-32-110(1)(h): Local Board Powers<br/>Concerning Employment Termination of School Personnel</b>  | <b>Teaching:<br/>Human Resource Management: Staff Dismissals</b>         |
| Original Policy    | (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:<br>(h) To discharge or otherwise terminate the employment of any personnel. A board of a district of innovation, as defined in <a href="#">section 22-32.5-103 (2)</a> , may delegate the power specified in this paragraph (h) to an innovation school, as defined in <a href="#">section 22-32.5-103 (3)</a> , or to a school in an innovation school zone, as defined in <a href="#">section 22-32.5-103 (4)</a> . |  |
| Replacement Policy | The DPS board delegates the power specified in this paragraph (h) to the school leader. All process for dismissal must meet the minimum standards established in District policy GDQD and GDQD-R.   |  |
| School Proposal    | <b>22-32-126: Employment and authority of principals</b>  | <b>Leadership:<br/>Management</b>  |
| Original Policy    | 22-32-126.<br>(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   |  |



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|                    | <p>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 <a href="#">section 22-32-110 (2)</a> 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> |  |
| Replacement Policy | <p>The school's SAC will manage the principal selection process and will recommend a minimum of two candidates to the district superintendent for hiring. Principal candidates will be provided to the SAC from the district's principal hiring pool. The principal will assume the administrative responsibility and instructional leadership of the school under the supervision of the superintendent and in accordance with the innovation plan. In the event that the principal position is vacant, the superintendent shall hire an interim principal until such time that the district approves a principal candidate put forward by the SAC.</p>   |  |
| School Proposal    | <p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception</b></p>  | <p><b>Teaching:<br/>Human Resource Management:<br/>Hiring and Teacher Qualifications</b></p> |
| Original 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</p>   |  |

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|                    | <p>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 <a href="#">section 22-60.5-207</a>.</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 and applicable law. 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 as outlined herein.</p>   |  |
| School Proposal    | <p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision</b></p>  | <p>Teaching:<br/>Human Resource Management:<br/>Hiring, Contracts and Employment Offer Letters</p> |
| Original 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> <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</p> <p>(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</p> |  |

the board of his or her intent at least thirty days prior to the date that the teacher or chief administrative officer intends to stop performing the services required by the employment contract.

(b.5) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall accept the terms of the employment contract for the succeeding academic year within thirty days of receipt of the contract, unless the teacher or chief administrative officer and the district have reached an alternative agreement. If a teacher or chief administrative officer does not accept the terms of the employment contract within thirty days of receipt, the district shall be authorized to open the position to additional candidates.

(c) Each employment contract executed pursuant to this section shall contain a damages provision whereby a teacher or chief administrative officer who violates the provision required by paragraph (b) of this subsection (2) without good cause shall agree to pay damages to the school district, and the board thereof shall be authorized to collect or withhold damages from compensation due or payable to the teacher or chief administrative officer, in an amount equal to the lesser of:

(I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or

(II) One-twelfth of the annual salary specified in the employment contract.

(c.5) (I) The general assembly finds that, for the fair evaluation of a principal based on the demonstrated effectiveness of his or her teachers, the principal needs the ability to select teachers who have demonstrated effectiveness and have demonstrated qualifications and teaching experience that support the instructional practices of his or her school. Therefore, each employment contract executed pursuant to this section shall contain a provision stating that a teacher may be assigned to a particular school only with the consent of the hiring principal and with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of his or her school.

(II) Repealed.

(III) (A) Any active nonprobationary teacher who was deemed effective during the prior school year and has not secured a mutual consent placement shall be a member of a priority hiring pool, which priority hiring pool shall ensure the nonprobationary teacher a first opportunity to interview for a reasonable number of available positions for which he or she is qualified in the school district.

(B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which committee shall develop such policies. Upon notice to the nonprobationary teacher, the school district shall immediately provide the

nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position.

(C) This subparagraph (III) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to [section 22-9-105.5](#) has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs.

(IV) If a nonprobationary teacher is unable to secure a mutual consent assignment at a school of the school district after twelve months or two hiring cycles, whichever period is longer, the school district shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment at a school of the school district while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave.

(V) Nothing in this section shall limit the ability of a school district to place a teacher in a twelve-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. Such an assignment shall not constitute an assignment through school-based hiring and shall not be deemed to interrupt the period in which the teacher is required to secure an assignment through school-based hiring before the district shall place the teacher on unpaid leave.

(VI) The provisions of this paragraph (c.5) may be waived in whole or in part for a renewable four-year period by the state board of education pursuant to [section 22-2-117](#), provided that the local school board applying for the waiver, in conjunction with the superintendent and teachers association in a district that has an operating master employment contract, if applicable, demonstrates that the waiver is in the best interest of students enrolled in the school district, supports the equitable distribution of effective teachers, and will not result in placement other than by mutual consent of the teacher in a school district or public school that is required to implement a priority improvement plan or turnaround plan pursuant to article 11 of this title. Notwithstanding the provisions of this paragraph (c.5), a waiver shall not be granted for a request that extends the time for securing an assignment through school-based hiring for more than two years.

(VII) This paragraph (c.5) shall apply to any teacher who is displaced as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

(d) The department of education may suspend the license, endorsement, or authorization of a teacher or chief administrative officer who fails to provide the

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|                           | <p>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 <a href="#">section 22-63-302</a> 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 <a href="#">section 22-9-106</a> 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 <a href="#">section 22-9-106</a> 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 <a href="#">section 24-72-204 (3) (a), C.R.S.</a>, 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> |
| <p>Replacement Policy</p> | <p>The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified in the innovation plan that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; hire employees subject to the employment status and terms outlined herein; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. The school will offer annual contracts to all teachers. The district HR</p>  |

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|                    | <p>office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>Terminations of the contract during the school year may be negotiated between the teacher and the school principal. If an employee intends to terminate a contract after the beginning of the academic year without prior approval of the principal, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract.</p> <p>The school principal has the authority to make employment offers to qualified candidates. If the school wants to terminate a teacher contract mid-contract, it will be for cause and the School will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. At the end of the annual contract, the School and the District are under no obligation and do not promise or represent to continue/extend/renew the annual contract upon its termination.</p> <p>There will be no priority hiring pool candidates, but the school may consider district priority candidates for employment. Teachers from the school will not enter the district priority hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district.</p>   |  |
| School Proposal    | <b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract</b>  | Teaching:<br>Human Resources Management:<br>Dismissals |
| Original Policy    | <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 <a href="#">section 22-9-106</a> and the rules adopted by the state board pursuant to <a href="#">section 22-9-105.5</a>, the provisions of this section shall apply only to probationary 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> |  |
| Replacement Policy | The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified in the innovation plan   |  |



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|                        | <p>that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; hire employees subject to the employment status and terms outlined herein; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. The school will offer annual contracts to all teachers, all other school employees will be at will. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>Mutual terminations will be negotiated between the teacher and the school principal. If an employee intends to terminate a contract after the beginning of the academic year, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract.</p> <p>The school principal has the authority to make employment offers to qualified candidates. Termination of all staff mid-contract will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p> <p>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>  |  |
| <p>School Proposal</p> | <p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation</b></p>   | <p>Teaching:<br/>Human Resource Management:<br/>Direct Placement of Teachers</p> |
| <p>Original Policy</p> | <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> |  |

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|                    | <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>  |  |
| Replacement Policy | <p>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.</p>   |  |
| School Proposal    | <p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal</b></p>   | <p>Teaching:<br/>Human Resource Management:<br/>Dismissals</p> |
| Original Policy    | <p>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.</p>  |  |
| Replacement Policy | <p>All teachers will be employed on an annual contract. This contract can be non-renewed at the end of the contract term for any lawful reason.</p> <p>In all situations related to teacher dismissal except for non-renewal of annual contracts, a teacher may only be dismissed for cause in accordance with the dismissal policies outlined in GDQD</p>  |  |
| School Proposal    | <p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review</b></p>   | <p>Teaching:<br/>Human Resource Management:<br/>Dismissals</p> |
| Original Policy    | <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 <a href="#">section 22-63-301</a>. 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</p> |  |

said teacher at his or her address last known to the secretary of the board. The notice shall advise the teacher of his or her rights and the procedures under this section.

(3) If a teacher objects to the grounds given for the dismissal, the teacher may file with the chief administrative officer a written notice of objection and a request for a hearing. Such written notice shall be filed within five working days after receipt by the teacher of the notice of dismissal. If the teacher fails to file the written notice within said time, such failure shall be deemed to be a waiver of the right to a hearing and the dismissal shall be final; except that the board of education may grant a hearing upon a determination that the failure to file written notice for a hearing was due to good cause. If the teacher files a written notice of objection, the teacher shall continue to receive regular compensation from the time the board received the dismissal recommendation from the chief administrative officer pursuant to subsection (2) of this section until the board acts on the hearing officer's recommendation pursuant to subsection (9) of this section, but in no event beyond one hundred days; except that the teacher shall not receive regular compensation upon being charged criminally with an offense for which a license, certificate, endorsement, or authorization is required to be denied, annulled, suspended, or revoked due to a conviction, pursuant to [section 22-60.5-107 \(2.5\)](#) or (2.6). If the final disposition of the case does not result in a conviction and the teacher has not been dismissed pursuant to the provisions of this section, the board shall reinstate the teacher, effective as of the date of the final disposition of the case. Within ten days after the reinstatement, the board shall provide the teacher with back pay and lost benefits and shall restore lost service credit.

(4) (a) If the teacher requests a hearing, it shall be conducted before an impartial hearing officer selected jointly by the teacher and the chief administrative officer. The hearing officer shall be selected no later than five working days following the receipt by the chief administrative officer of the teacher's written notice of objection. If the teacher and the chief administrative officer fail to agree on the selection of a hearing officer, they shall request assignment of an administrative law judge by the department of personnel to act as the hearing officer.

(b) Hearing officers shall be impartial individuals with experience in the conducting of hearings and with experience in labor or employment matters.

(c) Expenses of the hearing officer shall be paid from funds of the school district.

(5) (a) Within three working days after selection, the hearing officer shall set the date of the prehearing conference and the date of the hearing, which shall commence within the following thirty days. The hearing officer shall give the teacher and the chief administrative officer written notice of the dates for the prehearing conference and for the hearing including the time and the place therefor.

(b) One of the purposes of the prehearing conference shall be to limit, to the extent possible, the amount of evidence to be presented at the hearing.

(c) The parties and their counsel shall be required to attend the prehearing conference with the hearing officer.

(6) (a) Within ten days after selection of the hearing officer, the teacher shall provide to the chief administrative officer a copy of all exhibits to be presented at the hearing and a list of all witnesses to be called, including the addresses and telephone numbers of the witnesses. Within seven days after the teacher submits his or her

exhibits and witness list, the chief administrative officer and the teacher may supplement their exhibits and witness lists. After completion of the seven-day period, additional witnesses and exhibits may not be added except upon a showing of good cause.

(b) Neither party shall be allowed to take depositions of the other party's witnesses or to submit interrogatories to the other party. The affidavit of a witness may be introduced into evidence if such witness is unavailable at the time of the hearing.

(7) (a) Hearings held pursuant to this section shall be open to the public unless either the teacher or the chief administrative officer requests a private hearing before the hearing officer, but no findings of fact or recommendations shall be adopted by the hearing officer in any private hearing. The procedures for the conduct of the hearing shall be informal, and rules of evidence shall not be strictly applied except as necessitated in the opinion of the hearing officer; except that the hearing officer shall comply with the Colorado rules of evidence in excluding hearsay testimony.

(b) The hearing officer may receive or reject evidence and testimony, administer oaths, and, if necessary, subpoena witnesses.

(c) At any hearing, the teacher has the right to appear in person with or without counsel, to be heard and to present testimony of witnesses and all evidence bearing upon his proposed dismissal, and to cross-examine witnesses. By entering an appearance on behalf of the teacher or the chief administrative officer, counsel agrees to be prepared to commence the hearing within the time limitations of this section and to proceed expeditiously once the hearing has begun. All school district records pertaining to the teacher shall be made available for the use of the hearing officer or the teacher.

(d) An audiotaped record shall be made of the hearing, and, if the teacher files an action for review pursuant to the provisions of subsection (10) of this section, the teacher and the school district shall share equally in the cost of transcribing the record; except that, if a party is awarded attorney fees and costs pursuant to paragraph (e) of subsection (10) of this section, that party shall be reimbursed for that party's share of the transcript costs by the party against whom attorney fees and costs were awarded.

(e) Any hearing held pursuant to the provisions of this section shall be completed within six working days after commencement, unless extended by the hearing officer on a showing of good cause, and neither party shall have more than three days to present its case in chief. Neither party may present more than ten witnesses at the hearing, except upon a showing of good cause.

(8) The chief administrative officer shall have the burden of proving that the recommendation for the dismissal of the teacher was for the reasons given in the notice of dismissal and that the dismissal was made in accordance with the provisions of this article. Where unsatisfactory performance is a ground for dismissal, the chief administrative officer shall establish that the teacher had been evaluated pursuant to the written system to evaluate licensed personnel adopted by the school district pursuant to [section 22-9-106](#). The hearing officer shall review the evidence and testimony and make written findings of fact thereon. The hearing officer shall make only one of the two following recommendations: The teacher be dismissed or the teacher be retained. A recommendation to retain a teacher shall not

include any conditions on retention. The findings of fact and the recommendation shall be issued by the hearing officer not later than twenty days after the conclusion of the hearing and shall be forwarded to said teacher and to the board.

(9) The board shall review the hearing officer's findings of fact and recommendation, and it shall enter its written order within twenty days after the date of the hearing officer's findings and recommendation. The board shall take one of the three following actions: The teacher be dismissed; the teacher be retained; or the teacher be placed on a one-year probation; but, if the board dismisses the teacher over the hearing officer's recommendation of retention, the board shall make a conclusion, giving its reasons therefor, which must be supported by the hearing officer's findings of fact, and such conclusion and reasons shall be included in its written order. The secretary of the board shall cause a copy of said order to be given immediately to the teacher and a copy to be entered into the teacher's local file.

(10) (a) If the board dismisses the teacher pursuant to the provisions of subsection (9) of this section, the teacher may file an action for review in the court of appeals in accordance with the provisions of this subsection (10), in which action the board shall be made the party defendant. Such action for review shall be heard in an expedited manner and shall be given precedence over all other civil cases, except cases arising under the "Workers' Compensation Act of Colorado", articles 40 to 47 of title 8, C.R.S., and cases arising under the "Colorado Employment Security Act", articles 70 to 82 of title 8, C.R.S.

(b) An action for review shall be commenced by the service of a copy of the petition upon the board of the school district and filing the same with the court of appeals within twenty-one days after the written order of dismissal made by the board. The petition shall state the grounds upon which the review is sought. After the filing of the action for review in the court of appeals, such action shall be conducted in the manner prescribed by rule 3.1 of the Colorado appellate rules.

(c) The action for review shall be based upon the record before the hearing officer. The court of appeals shall review such record to determine whether the action of the board was arbitrary or capricious or was legally impermissible.

(d) In the action for review, if the court of appeals finds a substantial irregularity or error made during the hearing before the hearing officer, the court may remand the case for further hearing.

(e) Upon request of the teacher, if the teacher is ordered reinstated by the court of appeals, or upon request of the board, if the board's decision to dismiss the teacher is affirmed by the court of appeals, the court of appeals shall determine whether the nonprevailing party's appeal or defense on appeal lacked substantial justification. If the court of appeals determines that the nonprevailing party's appeal or defense on appeal lacked substantial justification, the court of appeals shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the court of appeals. Any judgment entered pursuant to this paragraph (e) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules.

(f) Further appeal to the supreme court from a determination of the court of appeals may be made only upon a writ of certiorari issued in the discretion of the supreme court. Upon request of the teacher, if the teacher is ordered reinstated by the supreme

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|                           | <p>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: <a href="#">Sections 18-3-305, 18-6-302, and 18-6-701, C.R.S.</a>, or <a href="#">section 18-6-301, C.R.S.</a>, 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 <a href="#">section 18-18-102 (5), C.R.S.</a></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> |
| <p>Replacement Policy</p> | <p><b>Mid-Year Dismissal Procedures For Employees on Annual Contracts:</b><br/> All teachers with annual contracts are subject to renewal at the completion of the contract term. There shall be no limitation on the ability of CASA to non-renew the contract of a teacher at the end of the contractual period.</p> <p>Termination of an annual contract after the school year has begun will be for cause and the School will follow the below procedures.</p> <p>All teachers terminated prior to the expiration of any applicable contractual period or during the school year shall be entitled to the dismissal procedures outlined below.</p> <p>Accordingly, such individuals employed with DPS for less than two years will have the option to request a hearing before a Human Resources Administrator. Those with two years or more of continuous full-time DPS service will have the option, following the decision of the Human Resources Administrator, to request a hearing before an impartial hearing officer.</p> <p>A. No teacher will be dismissed until he/she has been notified by one of his/her supervisors of the supervisor's intent to recommend dismissal to the Superintendent or his/her designee. The supervisor will inform the employee of the grounds for the recommended dismissal and will give the employee a reasonable opportunity to respond.</p>  |



B. If the supervisor decides to proceed with the dismissal, the supervisor will provide the employee with written notice of the ground(s) for the dismissal and the employee may request a post-termination hearing before an administrator (designated by the Superintendent or his/her designee) in the Human

Resources Department. The employee must request the post-termination hearing within three (3) scheduled working days of the last day of work.

1. If the employee does not request the post-termination hearing within three (3) scheduled working days, the termination will be considered final. The dismissal of employees who do not request a post-termination hearing will be forwarded to the Superintendent or his/her designee for final action. If the Superintendent or his/her designee does not uphold the dismissal, then the employee shall be entitled to back pay.

2. If the employee makes a timely request for a post-termination hearing, then the Human Resources administrator shall conduct the hearing within ten (10) scheduled working days of the receipt of the request for hearing, unless extraordinary circumstances require additional time.

i.. The Human Resources administrator shall review the supervisor's decision in order to determine if there are facts that demonstrate that any of the ground(s) specified in the notice of dismissal provided the employee are present. The Human administrator shall issue a decision in writing affirming, modifying, or reversing the dismissal. The decision shall be rendered within five (5) working days of the hearing, unless extraordinary circumstances require additional time.

ii. If the Human Resources administrator affirms the dismissal, the dismissal will be forwarded to the Superintendent or his / her designee for final action. If the Superintendent or his/her designee does not uphold the dismissal, the employee shall be entitled to back pay.

iii. The Human Resources administrator's review concludes the dismissal procedures for teachers who have been with the District less than two years.

C. If the Human Resources administrator affirms the dismissal, a teacher who has been with the District more than two consecutive years may request a hearing before an impartial hearing officer. (As noted above, employees who have been with the District less than two consecutive years are not entitled to the hearing before an impartial hearing officer.) The employee must request the hearing within ten (10) working days of the decision by the Human Resources administrator. The hearing officer will review the administrator. The hearing officer will review the dismissal in order to determine if any of the ground(s) specified in the dismissal notice provided to the employee are present. This hearing officer will not be a district employee.

The following procedures shall apply to the hearing before an impartial hearing officer:

1. When a request for a hearing is received, the Superintendent or his/her designee shall appoint a hearing officer skilled in the arbitration of labor relations matters and shall notify the Superintendent or his/her designee and the employee of the name of the hearing officer appointed. The hearing officer shall arrange the date and time of the hearing with the employee and a representative of the district. 2. The hearing officer so

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|                        | <p>appointed shall have the authority to establish hearing dates and to make all the necessary procedural rules. The hearing shall be strictly confined to whether any of the ground(s) specified in the dismissal notice provided to the employee and affirmed by the Human Resources Administrator are present.</p> <p>3. The parties shall exchange exhibits and witness lists at least five (5) working days prior to the commencement of the hearing.</p> <p>4. Pertinent information not privileged under law in the possession of the district shall be made available to the employee at his/her request.</p> <p>5. The employee may be represented by legal counsel at the hearing.</p> <p>6. The hearing officer will issue a written recommendation to the Superintendent or his/her designee and the employee within fifteen (15) working days after the close of the hearing. The hearing officer's recommendation shall set forth detailed, written findings of fact. If the findings of fact demonstrate that any of the ground(s) specified in the notice for dismissal provided to the employee are present, the hearing officer is without authority to recommend the reversal of the dismissal. If the findings of fact demonstrate that none of the ground(s) specified in the notice for dismissal provided the employee are present, the hearing officer will have authority to recommend reversing the dismissal. The hearing officer's report shall be advisory only and shall not be binding on the Superintendent or his/her designee.</p> <p>7. All hearings conducted by the hearing officer shall be confidential.</p> <p>8. The Superintendent or his/her designee shall act on the hearing officer's report within ten scheduled working days, and his/her decision shall be final and shall terminate any rights of the employee under this policy. If the Superintendent or his/her designee does not affirm a dismissal, back pay and associated benefits may be restored, if applicable.</p> <p>9. The cost associated with employment of the hearing officer shall be paid by the district. The district shall be responsible for its legal costs, and the employee shall be responsible for paying his/her legal costs, if any.</p> <p>10. An official stenographic transcript of the hearing may be made at the request of the district or the employee, and a copy of any request shall be made available to the hearing officer. The person requesting a stenographic transcript shall pay the cost, except, if the other party requests a copy of the transcript, the entire cost of the stenographic transcript shall be shared equally by both parties.</p> |  |
| <p>School Proposal</p> | <p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule</b></p>  | <p>Teaching:<br/>Human Resource Management:<br/>Compensation</p> |
| <p>Original Policy</p> | <p>(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.</p>   |  |

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| Replacement Policy | The school will adopt a salary schedule that will meet or exceed the district’s salary schedule. The principal, in consultation with the SAC, 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    | <b>22-63-402. Services - disbursements</b>   | <b>Teaching:<br/>Human Resource Management:<br/>Teacher License</b>               |
| Original 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 Act. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.  |   |
| School Proposal    | <b>22-7-1207: Advancement – decision – parental involvement</b>  | <b>Educational Program:<br/>Promotion, Retention and Acceleration of Students</b> |
| Original Policy    | <p>(1) Within 45 days before the end of the school year prior to the student’s fourth grade year, a teacher finds that a student has a significant reading deficiency, personnel of the local education provider shall provide to the student’s parent the written notice...</p> <p>(a) except for students with disabilities substantially impacting their progress developing reading skills;</p> <p>(b) the student is a student with limited English proficiency ... and the deficiency is due primarily to the student’s language skills;</p> <p>(c) the student is completing a second school year at the same grade level.</p> <p>(2) Written notice to parents shall include:</p> <p>(a) notification of serious implications to a student entering fourth grade with a significant reading deficiency and a meeting request...</p> <p>(b)...work with the parents to schedule a meeting...</p> <p>(c) if the parent does not attend the meeting, the teacher and personnel of the local education provider will decide whether the student will advance to the next grade level in the next school year.</p> <p>(4) specific information that should be discussed with parents: serious implications of attending fourth grade without reading proficiency, importance of achieving</p> |   |

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|                           | <p>reading proficiency by end of third grade, the student’s body of evidence and the likelihood that the student, despite having a significant reading deficiency, will be able to maintain adequate academic progress at the next grade level, the increased level of intervention instruction the student will receive in the next school year regardless of whether the student advances to the next grade level, the potential effects on the student if he or she does not advance to the next grade level,</p> <p>(b) ...the parent, teacher, and other personnel shall decide whether the student will advance to the next grade level in the next school year. If the parent, teacher and other personnel are not in agreement, the parent shall decide whether the student will advance to the next grade level unless otherwise specified in the policy adopted by the local education provider.</p> <p>(5) parents will be given written notification of the decision to retain or not retain the student...</p> <p>(6) ...beginning in 2016-17...if the superintendent, or his or her designee, or the principal... does not approve the decision to advance the student, the student shall not advance to fourth grade in the next school year. ...</p> <p>(7) Each local education provider shall ... oral and written communications to a parent... in a language that the parent understands.</p> |
| <p>Replacement Policy</p> | <p>Retention decisions for students performing below grade-level in core content areas will be made based on literacy and math achievement levels as determined by performance on standardized assessments, including interims, and SLO body of evidence. The principal, AP, 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 (by phone or in person). If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended to the School Administrative Team.</p> <ul style="list-style-type: none"> <li>• If school leadership approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the School Administrative Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees.</li> <li>• Parents must be notified of a preliminary recommendation/decision to retain a student no later than May 1<sup>st</sup>.</li> </ul> <p>All retention decisions will be finalized by May 15<sup>th</sup>. The school will regularly communicate student performance to parents/guardians.</p>   |