

**Section VI: WAIVERS**

Oakland Elementary School  
Requested Waivers  
DPS, DCTA, and Colorado State Statutes

**COLORADO STATE STATUTE REQUESTED WAIVERS**

Statute	Section 22-32-109(1)(n)(I): Schedule and Calendar	Calendar and Schedule
Statute Language	<p>(n) (I) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (I) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive the provisions of this subparagraph (I) upon application therefore by the board of education of the district.</p>	
School's Replacement Policy	<p>No later than 60 days before the end of the school year, the Oakland Elementary SAC will determine the following year's school calendar that meets or exceeds district and state determinations of the length of time during which schools shall be in session during the next school year. Input from parents and teachers will be sought prior to scheduling in-service programs and other non-student contact days. This calendar shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. A copy of the upcoming school-year calendar and school-day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school-year calendar and school-day hours will be placed on its website prior to May 1 of the prior academic year and a copy shall be provided to the DSSN Executive Director and/or Deputy Executive Director. When Oakland's school calendar exceeds 184 teacher contact days a full staff vote will be held</p>	

	and 60% of staff must agree to extend the school year. Oakland’s school calendar will not exceed 203 teacher contact days.	
Statute	Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Calendar and Schedule
Statute Language	(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.	
School’s Replacement Policy	In accordance with the innovation plan, Oakland Elementary School’s SAC shall determine, at least 60 days before the end of the 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. When Oakland’s school calendar exceeds 184 teacher contact days a full staff vote will be held and 60% of staff must agree to extend the school year. Oakland’s school calendar will not exceed 203 teacher contact days.	
Statute	Section 22-32-109 (1)(n)(II)(B): School Calendar	Calendar and Schedule
Statute Language	(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.	
School’s Replacement Policy	In accordance with the innovation plan, Oakland Elementary School’s SAC shall determine, at least 60 days prior to the end of the 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. When Oakland’s school calendar exceeds 184 teacher contact days a full staff vote will be held and 60% of staff must agree	

	to extend the school year. Oakland’s school calendar will not exceed 203 teacher contact days.	
Statute	Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks	Curriculum
Statute Language	<b>(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;</b>	
School’s Replacement Policy	<b>In accordance with the innovation plan, Oakland Elementary School will determine its textbooks and curricular materials, including non-adopted textbooks. The DPS Board authorizes Oakland Elementary 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. All substantial material changes to the district educational program must be communicated to the district office of the CAO for review.</b>	
Statute	Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards	Curriculum
Statute Language	<b>(aa) To adopt content standards and a plan for implementation of such content standards pursuant to the provisions of section 22-7-407;</b>	
School’s Replacement Policy	<b>In accordance with the innovation plan, Oakland Elementary School will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to Oakland Elementary 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.</b> <b>In accordance with the innovation plan, Oakland Elementary School will determine its textbooks and curricular materials, including non-adopted textbooks. The DPS Board authorizes Oakland Elementary 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. All substantial material changes to the district educational program must be communicated to the district office of the CAO for review.</b>	
Statute	22-7-1207: Advancement – decision – parental involvement	Promotion, Retention and Acceleration of Students

<p>Statute Language</p>	<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 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 eh 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>School’s Replacement Policy</p>	<p>Retention decisions for students in grades K-5 performing below grade-level in core content areas are made based on reading and math achievement levels as determined by multiple metrics which may include IStation, STEP, STAR, ACCESS, ANet Assessments, District Interims, and any intervention progress monitoring data. The principal, APs, teacher, and parents will confer 60 days prior to the end of the school year about the</p>

	<p>student's progress. During the 60 days the parent will be provided bi-weekly updates on student progress on the academic plan. If students are making insufficient progress, an academic plan is prepared and grade retention may be recommended to the School Accountability Committee by the principal, APs, teacher, SIT or parents.</p> <p>If the Oakland Elementary School Accountability Team approves the grade retention of a student, the student is retained. Parents do not have the ability to override the decision of the School Accountability Team. Parents are made aware of this policy at orientation or at the time of registration for all mid-year enrollees. The school regularly communicates student performance to parents/guardians. Promotion and retention information is communicated to parents through the Parent/Student Handbook. All retention decisions will be made by May 1<sup>st</sup> of the current year.</p>	
Statute	Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay	Human Resource Management: Staff Hiring, Compensation
Statute Language	<p><b>22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:</b></p> <p><b>(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,</b></p>	
School's Replacement Policy	<p>Pursuant to state law, the DPS board will delegate the duty specified in this paragraph to the innovation school. The principal, in consultation with the School Accountability Committee, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the SAC shall determine the rate of pay during the budget cycle each Spring for the following year.</p>	
Statute	22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel	Human Resource Management: Staff Dismissals
Statute Language	<p>(1) In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment:</p> <p>(h) To discharge or otherwise terminate the employment of any personnel. A board of a district of innovation, as defined in section 22-32.5-103 (2), may delegate the power specified in this paragraph (h) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).</p>	

School's Replacement Policy	(h) To discharge or otherwise terminate the employment of any personnel. The DPS board delegates the power specified in this paragraph (h) to Oakland Elementary. All processes for dismissal must meet the minimum standards established in District policy GDQD.	
Statute	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract	<b>Human Resources Management: Dismissals</b>
Statute Language	<p><b>(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.</b></p> <p><b>(b) For any school district that has implemented the performance evaluation system based on quality standards pursuant to section 22-9-106 and the rules adopted by the state board pursuant to section 22-9-105.5, the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been granted nonprobationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment.</b></p> <p><b>(2) (a) During the first three school years that a teacher is employed on a full-time continuous basis by a school district, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to nonrenewal in accordance with subsection (4) of this section. A school district may also consider a teacher employed on a part-time continuous basis by such district and by a board of cooperative services to be a probationary teacher whose contract may be subject to nonrenewal in accordance with subsection (4) of this section. An employment contract with a probationary teacher shall not exceed one school year.</b></p>	
School's Replacement Policy	<b>Oakland Elementary teachers receive annual contracts and will not be considered probationary or eligible to earn non-probationary status. Years of service and formal evaluations using DPS systems will be tracked and monitored by the school.</b>	
Statute	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal	<b>Human Resource Management: Dismissals</b>
Statute Language	<b>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,</b>	

	<p>leave of absence previously approved by the board, or military leave of absence pursuant to article 3 of title 28, C.R.S.</p>	
<p>School's Replacement Policy</p>	<p>Oakland Elementary teachers and staff will be employed using an annual contract. This contract can be non-renewed at the end of the contract term. 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 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 with written feedback. If, after 30 – 60 school teacher contact days, the teacher fails to make sufficient progress under the plan, the teacher's unsatisfactory performance will constitute for a mid-year termination and/or the end of the school year.</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 the replacement policy for 22-63-302.</p> <p>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>	
<p>Statute</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review</p>	<p><b>Human Resource Management: Dismissals</b></p>
<p>Statute Language</p>	<p>(1) Except as otherwise provided in subsection (11) of this section, a teacher shall be dismissed in the manner prescribed by subsections (2) to (10) of this section.</p> <p>(2) The chief administrative officer of the employing school district may recommend that the board dismiss a teacher based upon one or more of the grounds stated in section 22-63-301. If such a recommendation is made to the board, the chief administrative officer, within three days after the board meeting at which the recommendation is made, shall mail a written notice of intent to dismiss to the teacher. The notice of intent to dismiss shall include a copy of the reasons for dismissal, a copy of this article, and all exhibits which the chief administrative officer intends to submit in support of his or her prima facie case against the teacher including a list of witnesses to be called by the chief administrative officer, addresses and telephone numbers of the witnesses, and all pertinent documentation in the possession of the chief administrative officer relative to the circumstances surrounding the charges. Additional witnesses and exhibits in support of the chief administrative officer's prima facie case may be added as provided in subsection (6) of this section. The notice and copy of the charges shall be sent by certified mail to said teacher at his or her address last known to the secretary of the board. The</p>	

notice shall advise the teacher of his or her rights and the procedures under this section.

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

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

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

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

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



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

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

**(6) (a) Within ten days after selection of the hearing officer, the teacher shall provide to the chief administrative officer a copy of all exhibits to be presented at the hearing and a list of all witnesses to be called, including the addresses and telephone numbers of the witnesses. Within seven days after the teacher submits his or her exhibits and witness list, the chief administrative officer and the teacher may supplement their exhibits and witness lists. After completion of the seven-day period, additional witnesses and exhibits may not be added except upon a showing of good cause.**

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

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

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

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

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

by the party against whom attorney fees and costs were awarded.

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

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

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

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

(b) An action for review shall be commenced by the service of a copy of the petition upon

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

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

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

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

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

(11) (a) The board of a school district may take immediate action to dismiss a teacher, without a hearing, notwithstanding subsections (2) to (10) of this section, pending the final outcome of judicial review or when the time for seeking review has elapsed, when the teacher is convicted, pleads nolo contendere, or receives a deferred sentence for:

	<p>(I) A violation of any law of this state or any counterpart municipal law of this state involving unlawful behavior pursuant to any of the following statutory provisions: Sections 18-3-305, 18-6-302, and 18-6-701, C.R.S., or section 18-6-301, C.R.S., or part 4 of article 3, part 4 of article 6, and part 4 of article 7 of title 18, C.R.S.; or</p> <p>(II) A violation of any law of this state, any municipality of this state, or the United States involving the illegal sale of controlled substances, as defined in section 18-18-102 (5), C.R.S.</p> <p>(b) A certified copy of the judgment of a court of competent jurisdiction of a conviction, the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence shall be conclusive evidence for the purposes of this subsection (11).</p>	
<p><b>Replacement Policy</b></p>		
<p>Statute</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401:Teacher's Subject to Adopted Salary Schedule</p>	<p><b>Human Resource Management: Compensation</b></p>
<p>Statute Language</p>	<p><b>(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.</b></p>	
<p>School's Replacement Policy</p>	<p><b>Oakland Elementary will adopt a salary schedule that will meet or exceed the district's salary schedule. The Oakland's 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, eternal professional development or for performance incentive pay.</b></p>	

Statute	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation	Human Resource Management: Direct Placement of Teachers
Statute Language	<p><b>(1) A teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which he or she is not qualified by virtue of academic preparation and certification and if, during the then current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization.</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p>	
School's Replacement Policy	<p><b>Oakland Elementary 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.</b></p>	

Statute	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision	Human Resource Management: Hiring, Contracts and Employment Offer Letters
Statute Language	<p><b>(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.</b></p> <p><b>(2) (a) A teacher or chief administrative officer and the board may mutually agree to terminate the teacher's or chief administrative officer's employment contract at any time.</b></p> <p><b>(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:</b></p> <p><b>(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</b></p> <p><b>(II) If the teacher or chief administrative officer intends to terminate his or her employment contract for the current academic year after the beginning of the academic year, the teacher or chief administrative officer shall give written notice to the board of his or her intent at least thirty days prior to the date that the teacher or chief administrative officer intends to stop performing the services required by the employment contract.</b></p> <p><b>(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.</b></p> <p><b>(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:</b></p> <p><b>(I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or</b></p> <p><b>(II) One-twelfth of the annual salary specified in the employment contract.</b></p>	

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

**(II) Repealed.**

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

**(B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which committee shall develop such policies. Upon notice to the nonprobationary teacher, the school district shall immediately provide the nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position.**

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

**(IV) If a nonprobationary teacher is unable to secure a mutual consent assignment at a school of the school district after twelve months or two hiring cycles, whichever period is longer, the school district shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment at a school**

of the school district while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave.

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

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

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

(d) The department of education may suspend the license, endorsement, or authorization of a teacher or chief administrative officer who fails to provide the notice required by paragraph (b) of this subsection (2) and who abandons, fails, or refuses to perform required services pursuant to an employment contract, without good cause.

(3) A teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section 22-63-302 or may have his or her employment contract cancelled during the contractual period when there is a justifiable decrease in the number of teaching positions. The manner in which employment contracts will be cancelled when there is a justifiable decrease in the number of teaching positions shall be included in any contract between the board of education of the school district and school district employees or in an established policy of the board, which contract or policy shall include the criteria described in section 22-9-106 as significant factors in determining which employment contracts to cancel as a result of the decrease in teaching positions. Effective February 15, 2012, the contract or policy shall include consideration of probationary and nonprobationary status and the number of years a teacher has been teaching in the school district; except that these



	<p>criteria may be considered only after the consideration of the criteria described in section 22-9-106 and only if the contract or policy is in the best interest of the students enrolled in the school district.</p> <p>(4) (a) Notwithstanding the provisions of section 24-72-204 (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the requesting school district or school the reason or reasons why a teacher left employment with the original school district. Upon the specific request of a school district at which a teacher has applied for employment, a school district may disclose any pertinent performance record or disciplinary record of a teacher that specifically relates to any negligent action of the teacher that was found to have endangered the safety and security of a student or any disciplinary record that relates to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher.</p> <p>(b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district or from disclosing to another school district any of the teacher's disciplinary or performance records pursuant to paragraph (a) of this subsection (4).</p>
<p style="text-align: center;"><b>School's Replacement Policy</b></p>	<p>Oakland teachers will be hired on annual contracts. The annual contract expires at the end of each contract year.</p> <p>All contracts will be in writing. The school will provide contract language to the district for feedback before any initial employment contracts are signed. Mutual terminations will be negotiated between the teacher and the school principal.</p> <p>If an 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. The school principal has the authority to make employment offers to qualified candidates. Termination of all staff will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. Oakland Elementary 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>Statute</p>	<p>22-63-402. Services – disbursements</p> <p style="text-align: right;"><b>Human Resource Management: Staffing</b></p>

Statute Language	<p>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.</p>	
School's Replacement Policy	<p>Oakland Elementary will only employ licensed teachers. 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 licensed teachers hired to perform services consistent with the innovation plan.</p>	
Statute	Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Human Resource Management: Professional Development
Statute Language	<p>(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.</p>	
School's Replacement Policy	<p>In accordance with the innovation plan, the Oakland Elementary School SAC, in consultation with the district evaluator, shall jointly determine the required training or development of the principal. The principal 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.</p>	

### DPS POLICY REQUESTED WAIVERS

	Policy Waived	Area of Impact
School Proposal	KHBA : Sponsorship Programs	Governance / Budget

<p>Replacement Policy</p>	<p>The school has the authority to collect revenue directly from sponsorships, subject to District oversight through routine reporting to the Office of Budget.</p> <p>The School shall have the ability to request and secure school-based sponsorships independent of the district according to the following policies:</p> <ol style="list-style-type: none"> <li>1. The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school.</li> <li>2. The sponsorship will not alter any district owned resources unless permission is granted by the district.</li> <li>3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff.</li> </ol> <p>The sponsorship agreement will be reported to the district budget office at least 30 days before an agreement is to take effect. The budget office will have the ability to refuse the agreement only in situations where said agreement will adversely impact funding arrangements for other schools in the district more than it would benefit the School or because it would be in conflict with existing fund regulations (such as federal grants).</p>	
<p>School Proposal</p>	<p>IKE / IKE-R: Promotion, Retention and Acceleration of Students</p>	<p>Promotion, Retention and Acceleration of Students</p>
<p>Policy</p>	<p><b>When grade retention or acceleration of a student is considered as provided for in Policy IKE, procedural guidelines are as follows:</b></p> <ol style="list-style-type: none"> <li><b>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.</b></li> <li><b>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.</b></li> <li><b>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:</b> <ol style="list-style-type: none"> <li><b>a. A summary of the school's interventions during the current year to meet the student's academic needs</b></li> <li><b>b. The interventions to be implemented during the next school year to meet the student's academic needs.</b></li> </ol> </li> <li><b>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.</b></li> </ol>	

<p style="text-align: center;"><b>School's Replacement Policy</b></p>	<p>Retention decisions for students in grades K-5 performing below grade-level in core content areas are made based on reading and math achievement levels as determined by multiple metrics which may include standardized assessments, ANET, STEP, STAR, ACCESS, CMAS, and any intervention progress monitoring data. The principal, APs, teacher, and parents will confer 60 days prior to the end of the school year to discuss the student's progress. During the 60 days prior to the end of school, the parent will be provided bi-weekly updates on student progress on the academic plan. If students are making insufficient progress, an academic plan is prepared and grade retention may be recommended to the School Accountability Committee by the principal, APs, teacher, SIT or parents.</p> <p>If the Oakland Elementary School Accountability Team approves the grade retention of a student, the student is retained. Parents do not have the ability to override the decision of the School Accountability Team. Parents are made aware of this policy at orientation or at the time of registration for all mid-year enrollees. The school regularly communicates student performance to parents/guardians. Promotion and retention information is communicated to parents through the Parent/Student Handbook. All retention decisions will be made by May 1<sup>st</sup> of the current year.</p>	
<p style="text-align: center;"><b>School Proposal</b></p>	<p>GCF/GDF: Professional Staff Hiring</p>	<p>Human Resources Management: Hiring</p>
<p style="text-align: center;"><b>Policy</b></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 style="text-align: center;"><b>School's Replacement Policy</b></p>	<p>Oakland Elementary will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <p>Oakland Elementary 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</p>	

	<p>posted teaching positions will be provided to the school principal for selection using locally-designed processes.</p> <p>Oakland Elementary will receive applications and consider candidates from the direct placement process; however, the school shall not be required to select teachers through direct placement or to alter the hiring schedule or selection process in a way that gives preference to direct placement teachers.</p> <p>The Oakland Elementary principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate.</p> <p>Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate. Background checks will be administered using the existing systems and processes for the district.</p>
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<b>DCTA CBA ARTICLES REQUESTED WAIVERS</b>		
	CBA Article Waived	Area of Impact
Article	Article 2-4-1: Waivers from Agreement	Waiver Request Procedure
Article Language	<p><b>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.</b></p> <p><b>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.</b></p>	
School's Replacement Policy	<p><b>Consistent with the Innovation Schools Act, requests for waivers from the Collective Bargaining Agreement will be made by Oakland's SAC to the Board of Education with documented support from teachers through an amendment or revision of the innovation plan.</b></p>	
Article	Article 5-4: School Leadership Team	Management
Article Language	<p><b>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.</b></p> <p><b>The SLT will make decisions by consensus. A consensus is either a unanimous decision or</b></p>	

	a majority decision that the entire SLT, including the dissenters, will support.	
School's Replacement Policy	<p>The CSC will be replaced with the Oakland Elementary School Accountability Committee (SAC). The SAC will comply with State Law on School Accountability Committees. The membership of the SAC will include 13 voting members determined through the following process.</p> <p>Positions assigned by the principal:</p> <ul style="list-style-type: none"> <li>● 1 Principal</li> <li>● 1 AP and/or principal intern</li> <li>● 1 Community Liaison</li> </ul> <p>Positions elected by majority vote (serving 1 year terms):</p> <ul style="list-style-type: none"> <li>● 3 Teachers</li> <li>● 4 Parents</li> <li>● 1 Support Staff Member</li> </ul> <p>The SAC shall have the following responsibilities:</p> <ul style="list-style-type: none"> <li>● Meet at least once a month</li> <li>● Recommending final candidates to DPS for the principal position (when a vacancy exists)</li> <li>● Provide guidance and recommendations to the principal regarding all responsibilities of the CSC detailed in Policy BDFH in addition to the following: <ul style="list-style-type: none"> <li>● Approving the school's annual budget</li> <li>● Determining and approving the school's master calendar and schedule</li> </ul> </li> </ul> <p>Making recommendations regarding the school's curriculum and instruction, culture and behavior, services for special populations, and use of school facilities</p>	
Article	Article 1-7: Definition of "School Year"	Calendar & Schedule
Article Language	The term "school year" as used in these Articles shall mean the officially adopted school calendar.	
School's Replacement Policy	The term "school year" as used in these Articles shall mean the school calendar as it is established by Oakland Elementary School. This definition will include both an identification of days and a typical daily schedule.	
Article	Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load	Calendar & Schedule

Article Language

**Article 8 - Professional Standards**

**School Leadership Team.** Each school will have a School Leadership Team as described in 5-4. The SLT will be responsible for making decisions as noted in Article 8. Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) ...only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the faculty. Information about such changes will be sent to the Instructional Issues Council for tracking purposes.

**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.

**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...

**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...

**8-1-2-1** The assessment day will be used to administer, grade and analyze data from benchmarks and other related assessments.

**8-1-2-2** Schools may modify the daily schedule on the parent/teacher conference days.

**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.

**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.

**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.

**8-2 Forty (40) Hour Work Week.** The work week shall be forty (40) hours and shall include: 1. Lunch Periods...a minimum standard 45 minute daily lunch...duty free.

**8-2-1** The principal shall have authority to permit teachers to diverge from the regular school day.

**8-2-2** The District's scheduled student school contact day will not be extended without applying the due process of collective bargaining.

**8-3 Planning Time.**

	<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><b>8-7 Non-Teaching Duties.</b></p> <p><b>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.</b></p>	
<p>School's Replacement Policy</p>	<ul style="list-style-type: none"> <li>● Provisions specified in Article 8 will not apply to Oakland Elementary. The Oakland's School Accountability Committee (SAC) will make decisions as described in the innovation plan.</li> <li>● The contract year for teachers will be extended to include additional mandatory professional development days prior to the start of the school year.</li> <li>● Student school contact days will be extended to increase instructional time and the teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time. Teachers will be compensated for additional days via a stipend supported by DPS's Targeted Intervention Funds and/or school budget that is determined based on the average rate of pay for similar extended time in other district schools. The stipend will be determined by to May 1<sup>st</sup> of the previous year.</li> <li>● When Oakland's school calendar exceeds 184 teacher contact days a full staff vote will be held and 60% of staff must agree to extend the school year. Oakland's school calendar will not exceed 203 teacher contact days.</li> <li>● Non student contact days, planning days, assessment days, and professional development days will be determined by the SAC annually, consistent with the innovation plan, as part of the adoption of the school calendar.</li> <li>● Oakland Elementary 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.</li> </ul>	
<p>Article</p>	<p>Article 13-7 Hiring timelines, 13-8 Personnel Committee</p>	<p>Human Resources Management: Hiring &amp; Staff Assignments</p>
<p>Article Language</p>	<p><b>13-7 Timelines.</b> 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><b>Key dates and activities:</b></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> </ul>	



	<ul style="list-style-type: none"> <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>
<p>School's Replacement Policy</p>	<p>Oakland Elementary 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. Transfer will not receive priority consideration. Oakland Elementary will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p> <p>A temporary hiring committee will be constructed for each specific vacancy, with final determination to be made by the school principal. To the extent possible, the hiring committee shall include representatives from all staffing areas that will be affected by the new hire, such as the teaching team, an administrator, special education, and support staff. All candidates must pass a DPS background check, which will be conducted through the district HR process.</p> <p>The Oakland Elementary SAC will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. Once the SAC determines that the school will undergo a (RIBS) all candidates currently in the position being reduced will be</p>

	<p>considered and the SAC will make RIBS decisions based on performance, professionalism, and merit.</p>	
<p>Article</p>	<p><b>Article 10: Teacher Evaluation: Describes the Evaluation Process for Teachers</b></p>	<p><b>Human Resource Management: Teacher Evaluation</b></p>
<p>Article Language</p>	<p><b>10-1-6 “Evaluator” means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their building, but may designate other qualified administrators to assume evaluation responsibilities. Student Services Managers are responsible for evaluations of their personnel as determined by the District.</b></p> <p><b>10-2 Types of Evaluations. The school district has 3 (three) types of evaluation:</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>Thereafter, evaluations are to be conducted every three years. The exception to this is special evaluation, see article 10-8.</b></p> <p><b>10-3-1 Compensation as it relates to evaluation, Article 31-11 and ProComp Agreement, Articles 7.4.3 and 7.4.4</b></p> <p><b>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.</b></p>	

	<p>Student Services Personnel are responsible for evaluations of their personnel as determined by the district, using the appropriate evaluation tool.</p> <p><b>10-4-1</b> To the extent required by state law, evaluators must hold a state principal/administrator license, be trained in evaluation skills that will enable him or her to make a fair, professional, and credible evaluation of the personnel whom he or she is responsible for evaluating.</p>	
<p>School's Replacement Policy</p>	<p>Evaluator refers to the supervisor who is responsible for the evaluation of personnel. All school personnel will be evaluated annually. Principals are responsible for all evaluations in their building, but may designate other qualified administrators to assume evaluation responsibilities. Evaluations will include both formal and informal observations. 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 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 with written feedback. If, after 30 – 60 school teacher contact days, the teacher fails to make sufficient progress under the plan, the teacher's unsatisfactory performance will constitute cause for a nonrenewal of annual contract.</p>	
<p>Article</p>	<p>Article 7: Grievance Policy</p>	<p>Human Resources Management</p>
<p>Article Language</p>	<p>6 pages. Sections include: 1. Definitions, Purpose, Procedure (Level 1, Level 2, Level 3 Mediation/arbitration), Rights of teachers to representation, miscellaneous</p>	
<p>School's Replacement Policy</p>	<p>The school shall maintain the following Grievance Policy:</p> <p><b>7-1 Definitions.</b></p> <p><b>7-1-1</b> A "grievance" shall mean a written complaint by a school staff member that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the School's Employment Contract or the School's Employee Handbook.</p> <p><b>7-1-2</b> Unless provided otherwise in this Agreement, all administrative procedures, practices and written personnel policies that affect staff are grievable.</p> <p><b>7-1-3</b> The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of the Employment Contract or School Handbook.</p> <p><b>7-1-4</b> An "aggrieved person" is a school staff member asserting a grievance.</p>	

**7-2 Purpose.** The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.

**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 aggrieved person and the aggrieved person's representative, all pertinent information not privileged under law, in its possession or control, and which is relevant to the issues raised by the grievance. The grievant agrees to make available to the School and its representatives, all pertinent information not privileged under law in its possession or control, and which is relevant to the issue raised by the grievant.

**Timing.** No grievance shall be recognized by the District or the School unless it is presented at the appropriate level within fifteen (15) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized at Level Two unless it is filed with the Department of Human Resources within at least twenty (20) school days after the act or condition upon which it is based occurred. Grievances not timely presented will be considered as waived.

**7-3-1 Level One.** A grievance first will be discussed with the aggrieved person's principal to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by a District Human Resource Representative, or (3) may request that the District Human Resource Representative act on behalf of the aggrieved person. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.

**7-3-2** If the aggrieved person is not satisfied with the results of the informal conference, the aggrieved person may then file a grievance in writing on the proper form with the principal or supervisor within seven (7) school days. The grievance must refer to the specific Articles of the Employment Contract and/or School Handbook and explain how they were violated and indicate the reason why the Level One decision is unsatisfactory. The principal shall also have the opportunity to provide comment related to the Level One in writing. The grievant shall send a copy of the written grievance and the principal response to the Department of Human Resources. All known documentation related to the grievance must be provided prior to the Level Two meeting.

**7-3-3 Level Two.** The Human Resources Director or Instructional Superintendent will go to the school and meet with the teacher and principal to facilitate a resolution. Such meeting will take place within seven (7) school days after receipt of the written grievance

	<p>by the Department of Human Resources. Any resolution determined by the Human Resources Director or Instructional Superintendent will be considered final.</p> <p>7-4 Miscellaneous. If the time limits for processing a grievance are not met by the administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved. The Department of Human Resources may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.</p>	
Article	Article 32: Extra Duty Compensation	Human Resources Management: Compensation
Article Language	<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>	
School's Replacement Policy	<p>The Oakland Elementary SAC estimates extra duty compensation (stipend) for extended day and year hours to be approximately \$3,000. Oakland Elementary will meet or exceeded DPS's hourly and daily rates for additional roles and responsibilities consistent with the innovation plan. Oakland Elementary School's SAC will determine extra duty compensation rates and schedules during the budgeting process each spring for the following school year.</p>	
Article	Article 20: Procedures for Conducting Reduction in Force	Human Resource Management: Staffing
Article Language	<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>	

	<b>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.</b>
<b>School's Replacement Policy</b>	<b>Oakland Elementary 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.</b>