

APPENDIX E

Swigert International School Waiver Requests

Table I – DPS District Policy Waivers

Analysis of DPS Policy Considerations Called for by the Innovation Plan		
Policies Waived	Areas of Impact	Replacement Policies and/or Practices
BDF- R4: Collaborative School Committees	School Governance	<p>As described in the Innovation Plan, the School’s Collaborative School Committee will be replaced by the School Accountability Committee to support the implementation of the Innovation Plan. The purpose and scope of the School Accountability Committee (SAC) shall be to focus on the Unified Improvement Plan as its primary responsibility at the school based on “Multiple Measures”. These are district-established indicators of individual school performance and data in the following areas: Attendance, graduation-rate, school leadership, instructional quality, student respect, school safety, and other measures such as the School Accountability Rating. In particular the SAC will work to:</p> <ul style="list-style-type: none"> ➤ To provide guidance, evaluation, and approval for the UIP, use of staffing allocations, school budget and school program design including consultation regarding adjustments that might be due to pupil-count issues. ➤ to enhance student achievement and school climate by engaging the school community in collaborative efforts supporting the school and district’s goals; ➤ to provide strategic direction in support of the school’s mission and vision as stated in the Unified Improvement Plan (UIP). The UIP with the school’s program design, should serve as the strategic plan for the school; ➤ to be in compliance with state and federal law, regulations of the Colorado Department of Education, applicable U.S. District Court orders, the District Affirmative Action plan, the DPS/DCTA Agreement, other contracts and District mandates as amended through waivers of the School Innovation Plan. <p>COMPOSITION</p> <p>Membership Selection for membership should be through volunteers. 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"> • Five (5) parent representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers • Four (4) teacher representatives may be nominated by anyone, including self, and are chosen by the vote of their peers. One representative shall be a member of the School Leadership Committee. • One (1) classified employee representative, may be nominated by anyone, including self, and are chosen by the vote of their peers • At least one representative from a minority population. • 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 • The school principal <p>There shall be no more than two parents or teachers representing any one grade or program. There must be an equal number of certified staff and parents on the committee.</p> <p>Member Diversity The diversity of the school population should be represented in the SAC committee membership.</p> <p>Terms SAC committee members are elected to staggered two-year terms. Members may be elected to no more than three (3) successive terms. Staggered terms may be used to promote continuity. The first year 2011-12, two staff and two parent terms will be designated as, onetime, one year terms.</p>
<p>IKE/IKE-R: Promotion, Retention and Acceleration of Students</p>	<p>Graduation and Promotion</p>	<p>Retention decisions for students performing below grade-level in core content areas will be made based on reading and math achievement levels as determined by multiple metrics, including those outlined in the READ Act- students in the third grade and who are over one and a half years behind grade level in the DRA, Light’s Retention Scale, Standards Based Report Card grades, teacher, intervention and school psychologist observations. Students considered for retention should be referred to the Student Intervention Team for team support and evaluation. The principal, Interventionists, 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. If students are making insufficient progress, an academic plan will be prepared</p>

		<p>and grade retention may be recommended by the principal, interventionist, teacher or parents.</p> <p>If the Swigert International Principal 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 Leadership Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees. The school will regularly communicate student performance to parents/guardians.</p>
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Table II – DCTA Waivers

Agreement Articles Waived	Area of Impact	Replacement Policy or Practice
Article 1-7: Definition of “School Year”	Calendar & Schedule	The term “school year” as use in these Articles shall mean the school calendar as it is established by Swigert International School. This definition will include both an identification of days and a typical daily schedule. In no case shall the calendar or schedule violate the rights provided to teachers in the replacement policy for DCTA Article 8.
Article 8: Professional Standards, Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load	Calendar and Schedule	<p>SLT: See replacement policy for Article 5-4.</p> <p>8-1-Contract Year: The contract year for teachers will be extended to include additional mandatory professional development days prior to the start of the school year. Non student contact days, planning days, assessment days, and professional development days will be determined by the SLT annually, consistent with the innovation plan, as part of the adoption of the school calendar. The normal DPS calendar requires 186 teacher report days. Student school contact days can 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. In accordance with the innovation plan.</p> <p>8-7: Swigert International 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. In addition the school calendar will not exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval.</p>

<p>Teacher Evaluation (Article 10): Describes the Evaluation Process for Teachers</p>	<p>Human Resource Management: Teacher Evaluation</p>	<p>10-1: Evaluator refers to supervisor who is responsible for the valuation of personnel. While the principal will oversee all evaluations in the building, other administrators will have primary evaluation responsibilities for some personnel. 10-2: The school has only one type of evaluation which applies to all teachers as all teachers are annually contracted employees. 10-3: Timeline: All teachers will be evaluated, at the minimum, three times annually. 10-3-1: The School will participate in District compensation systems. 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.</p> <p>Remediation Plans If a teacher is not meeting performance expectations, the school leader may choose to place the teacher on a Plan of Improvement. The Plan of Improvement will be written and will follow the processes outlined in the employee handbook.</p>
<p>Article 11: Complaints Against Teachers/ Administrative Leave/Corrective Action</p>	<p>Human Resources Management</p>	<p>When issuing corrective action, Swigert International School will follow the District's Basic Fairness and Due Process guidelines.</p>
<p>Article 13-7 Hiring Timelines, 13-8 Personnel Committee</p>	<p>Human Resources Management: hiring and Staff Assignments</p>	<p>Swigert International 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. Transfer will not receive priority consideration. Swigert International will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p> <p>A hiring committee will conduct interviews for each 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> <ul style="list-style-type: none"> • The Swigert 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 (RIB) all candidates currently in the consideration group will be interviewed and the SLT will make RIB decisions based on performance, professionalism, and merit.

Article 20: Procedure for Conducting Reduction in Force	Human Resource Management: Staffing	Swigert International 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.
Job Sharing and Half- Time (Article 25): Procedures for Arranging Job-Sharing Assignments and Half Time	Human Resource Management: Staff Assignments	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 SLT. The SLT 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.
Extra Duty Comp (Article 32): Sets Rates for Extra Duty Compensation	Human Resource Management: Compensation	The Swigert International School Leadership Team will determine extra duty compensation for extended day and year hours and additional roles and responsibilities consistent with the innovation plan. The Swigert Leadership team will determine extra duty compensation rates and schedules during the budgeting process each spring for the following school year, in no event shall this determination be made later than March 15 th for the following school year.
Article 7: Grievance Policy	Human Resources Management	The school shall maintain the following Grievance Policy: 7-1 Definitions. 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. 7-1-2 Unless provided otherwise in this Agreement, 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 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. 7-1-4 An "aggrieved person" 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.

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 by the Department of Human Resources. Any resolution determined by the Human Resources Director or Instructional Superintendent will be considered final.

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.

Table III – State Statutory Waivers

Analysis of Statutory Considerations Called for by the Innovation Plan		
State Statute	Area of Operational Impact	Replacement Policy or Practice
Section 22-9-106: Local Board Duties Concerning Performance Evaluations for Licensed Personnel	Human Resource Management: Teacher Evaluations	<p>Swigert International 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 Senate Bill 10-191. The School will administer LEAP full with the exception of peer observers. The School will not utilize District peer observers, instead utilizing teacher leaders to ensure all staff receive at least one peer observation annually. 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 training to conduct evaluations but will not be required to hold a principal or administrator license.</p> <p>The policy will apply evenly to all teachers in the school. All teachers will receive at least three LEAP 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>
Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay	Human Resource Management: Staff Hiring, Compensation	<p>Pursuant to state law, the DPS board will delegate duties related to selection of teachers and determination of compensation to the innovation school. The principal, in consultation with the school leadership team, 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 HR shall determine the rate of pay during the budget cycle each Spring for the following year, no later than March 15.</p>

<p>Section 22-32-109(1)(g): Handling of Money</p>	<p>Budget</p>	<p>In accordance with the innovation plan, Swigert International School may receive monies and deposit such monies into a school account. The School will establish an account with the district to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at Swigert International School. The school will account for all monies that it receives directly and will report to the DPS board.</p>
<p>Section 22-32-109(1)(n)(I): Schedule and Calendar</p>	<p>Calendar & Schedule</p>	<p>In accordance with the innovation plan, Swigert International School's SLT, in conjunction 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 no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>
<p>Section 22-32-109(I)(n)(11)(A): Actual Hours of Teacher-Pupil Instruction and Contact</p>	<p>Calendar & Schedule</p>	<p>In accordance with the innovation plan, Swigert International School's SLT, in conjunction 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 no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>
<p>Section 22-32-109-(I)(n)(11)(B): School Calendar</p>	<p>Calendar & Schedule</p>	<p>No later than 60 days before the end of the school year, the Swigert International School SLT, 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 school's Instructional Superintendent. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>

<p>Section 22-32-109(t): Determine Educational Program and Prescribe Textbooks</p>	<p>Education Program</p>	<p>In accordance with the innovation plan, Swigert International School will determine its textbooks and curricular materials, including non-adopted textbooks. The DPS Board authorizes Swigert International 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.</p>
<p>Section 22-32-109 (aa): Adopt Content Standards and Plan for Implementation of Content Standards</p>	<p>Education Program</p>	<p>In accordance with the innovation plan, Swigert International School will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to Swigert 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.</p>
<p>Section 22-32-109(jj): Identify Areas in which the Principal/s Require Training or Development</p>	<p>Human Resource Management: Professional Development</p>	<p>In accordance with the innovation plan, Swigert International School SLT and 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>
<p>Section 22-32-110(1)(h), C.R.S.: Local Board Powers Concerning Employment Termination of School Personnel</p>	<p>Human Resource Management: Staff Dismissals</p>	<p>To discharge or otherwise terminate the employment of any personnel. The DPS board delegates the power specified in this paragraph (h) to Swigert International School. All process for dismissal must meet the minimum standards established in District policy GDQD.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment-License Required-Exception</p>	<p>Human Resource Management: Hiring and Teacher Qualifications</p>	<p>Swigert International School will employ highly qualified and licensed teachers for teaching of core content pursuant to the federal ESEA Act (in conjunction with the District's ESEA Flexibility Request). Teachers in all necessary areas will be highly qualified. The school may employ non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan. The DPS board may enter into employment contracts with non-licensed teachers and/or administrators at Swigert International School as necessary to implement the school's innovation plan.</p>

<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202, C.R.S.: Contracts in Writing Duration Damage Provision</p>	<p>Human Resource Management: Hiring, Contracts and Employment Offer Letters</p>	<p>Swigert International School staff will be on annual contracts. The annual contract expires at the end of each contract year. All contracts will be in writing..</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 mid-contract will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. Swigert International 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>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203, C.R.S.: Probationary Teachers – Renewal and Nonrenewal of Employment Contract</p>	<p>Human Resource Management: Dismissals</p>	<p>Swigert International School teachers will be on 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. Teachers on annual contracts who leave Swigert and are hired by another school in the district will follow current district guidelines concerning years of service and probationary status.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206, C.R.S.: Transfer of Teachers – Compensation</p>	<p>Human Resource Management: Direct Placement of Teachers</p>	<p>Swigert International 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 according to DPS salary structure or a different pay rate identified and approved in the Compensation Replacement Policy.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301, 302: Grounds for Dismissal</p>	<p>Human Resource Management: Dismissals</p>	<p>All teachers will be employed using an annual contract. This contract can be non-renewed at the end of the contract term for any 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 DPS policy GDQD and GDQD-R</p>

<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule</p>	<p>Human Resource Management: Compensation</p>	<p>Swigert International School will adopt a salary schedule that will meet or exceed the district’s salary schedule. The School’s SLT reserves the right to develop a supplemental compensation system separate from district policies to reimburse employees for extra duty pay as it may arise for activities that may include, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring, professional development or for performance incentive pay.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-402: License, Authorization of Residency Required in Order to Pay Teachers</p>	<p>Human Resource Management: Compensation</p>	<p>Swigert International School may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and qualified pursuant to the requirements of the ESSA Act. School district monies will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.</p>