

Section VI: WAIVERS

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

DPS Policy Waivers

	Policy Waived	Area of Impact
WAIVER REQUESTS - DPS BOARD POLICIES		
School Proposal	KHBA: Sponsorship Programs	Governance / Budget
Policy	<p>The district may maintain a corporate sponsorship program designed to provide a mutually beneficial relationship between the district and the business community. It is the goal of this program to achieve additional revenues to support district programs in a manner that will limit the commercial exposure associated with this program and comply with district policy KHB, Advertising in Schools/Revenue Enhancement. The program may also be used in school cafeterias related to the Food Services program. The Superintendent or his designee shall have the authority enter into sponsorship agreements. Official sponsors will receive certain rights and opportunities that may include the right to be an exclusive provider of services or products for the period of time addressed by the sponsorship agreement. All sponsorship agreements will allow the district to terminate the agreement at least on an annual basis if it is determined that it will have an adverse impact on implementation of curriculum or the educational experience of students. Revenue derived from the sponsorship program will be formally identified as consideration for advertising rights or as sponsorship revenues. Rights and benefits in addition to advertising may be granted to individual sponsors. The rights will become part of the negotiated sponsorship agreement. All sponsorship activities will comply with district policies.</p>	
Replacement Policy	<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"> 1. The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school. 2. The sponsorship will not alter any district owned resources unless permission is granted by the district. 3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff. 4. The sponsorship agreement will be reported to the district budget office at least 30 days before an agreement is to take effect. The budget office will have the ability to refuse the agreement only in situations where said agreement will adversely impact funding arrangements for other schools in the district more than it would benefit the School or because it would be in conflict with existing fund regulations (such as federal grants). 5. The Innovation School may establish a 501c3 to apply for grants and support school-determined priorities. 	

School Proposal	GCF/GDF: Staff Recruitment/ Hiring	Teaching: Human Resources Management: Hiring
Policy	<p>Hiring</p> <p>There shall be no discrimination in the hiring process on the basis of genetic information, race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, ancestry, age, marital status, veteran status or disability.</p> <p>All candidates shall be considered on the basis of their merits, qualifications and the needs of the school district. For teaching and paraprofessional positions, the Board directs that recruitment procedures will give preference to candidates who meet the definition of highly qualified pursuant to the Elementary and Secondary Education Act.</p> <p>All interviewing and selection procedures shall ensure that the administrator directly responsible for the work of a staff member has an opportunity to aid in the selection and that, where applicable, the school principal has an opportunity to consent to the selection.</p> <p>The Superintendent shall have the authority to make employment decisions, including hiring, for all district employees, except for teaching personnel and school leaders.</p> <p>Nominations of teaching personnel and administrators shall be made at meetings of the Board of Education. The vote of a majority of the Board shall be necessary to approve the appointment of teachers and administrators in the school district.</p> <p>Upon the hiring of any employee, information required by federal and state child support laws will be timely forwarded by the district to the appropriate state agency.</p> <p>Background checks</p> <p>Prior to hiring any person, in accordance with state law the district shall conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment. In all cases where credit information or reports are used in the hiring process, the district shall comply with the Fair Credit Reporting Act and applicable state law.</p>	
Replacement Policy	<p>The Innovation School will follow District Policy GDF/GCF; however, the Innovation School will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <ul style="list-style-type: none"> The principal or his/her designee will work with the district Human Resources office to post teaching positions through the district website. The school will also engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels, but will require that any interested candidates apply through the district site. All eligible applications for posted teaching positions will be provided to the school principal for selection using locally-designed processes. <p>The principal or his/her designee will consider candidates from the direct placement process; however, the school shall not be required to select or accept teachers through direct placement or to alter the hiring schedule or selection process in a way that gives preference to direct placement teachers (with the exception of ADA placements)</p> <p>Teaching positions that are responsible for non-core subject supplemental or enrichment instruction will not require a teacher certificate. All core content teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competency for their assignment. (ESEA). Core content areas under ESEA include: English, reading or language arts; mathematics; science; foreign languages; social studies (civics, government, history, geography, economics); and the arts (visual arts, music).</p>	

	The principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate. Background checks will be administered using the existing systems and processes for the district. The School shall conduct reference checks.
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<p>Collective Bargaining Agreement Articles Waivers</p> <p>WAIVER REQUESTS - DCTA COLLECTIVE BARGAINING AGREEMENT</p>

School Proposal	Article 1-7: Definition of "School Year"	Educational Program: Calendar & Schedule
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Policy	The term "school year" as used in these Articles shall mean the officially adopted school calendar.	
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Replacement Policy	The term "school year" as use in these Articles shall mean the school calendar as it is established by the innovation school. This definition will include both an identification of days and a typical daily schedule.	
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School Proposal	Article 2-4-1: Request for Waivers	Governance: Management
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Policy	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.	
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Replacement Policy	The school shall seek waivers from the Agreement through approval through the Innovation Schools Act.	
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School Proposal	Article 13-7 Hiring timelines	Teaching: Human Resources Management: Hiring & Staff Assignments
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Article Summary	<p>13-7 Timelines. The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs...</p> <p>Key dates and activities:</p> <ul style="list-style-type: none"> • Teachers verify consideration group... • Teacher requests for Intent to Vacate, Early Retirement Incentive, move to part time/job share, Extended Leave of Absence, and Return from Leave notice submitted. • Recommendation for non-renewal of probationary teachers. • In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15) • Schools report vacancies. (Article 13-17) Vacancies are posted. • Teachers apply to transfer for vacancies. (Article 13-18) • Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20) • Assignment of unassigned non-probationary teachers. (Article 13-194) • End of open market staffing cycle. 	
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School's Replacement Policy	<p>13-7. The innovation school will not adhere to the district staffing cycle.</p> <ul style="list-style-type: none"> • It will post vacancies when they become open. The school will work with the district Human Resources office to post positions through the district website. • In addition to this posting, the school will engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels. • The school will consider all eligible applicants, including teachers who apply to transfer for vacancies, but will uphold district policy in requiring agreement from 	
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	<p>both principals for approving internal transfers after the district specified date. Transfers will not receive priority consideration. The innovation school will not accept direct placements from the district or assignment of unassigned non-probationary teachers (with the exception of ADA placements).</p> <p>Teachers who leave the innovation school in order to return to a district school will be subject to the District policies for implementation of SB 191 with regards to determining probationary or non-probationary status.</p>	
School Proposal	Article 20: Procedures for Conducting Reduction in Force	Teaching: Human Resource Management: Staffing
Policy	<p>20-2 No new staff members shall be employed by the District so long as there remain employees of the District whose contracts have been canceled unless those employees do not have proper certification, endorsement and qualifications to fill the vacancies which may occur. Such priority consideration will be for a period of three (3) years following the reduction.</p> <p>20-2-1 Teachers will be hired in reverse order of reduction provided the teacher is certified and endorsed for the vacancy.</p> <p>20-2-2 The District will send a registered or certified letter to the teacher's last known permanent address. It shall be the teacher's responsibility to notify the District of any change in their permanent address.</p> <p>20-2-3 Teachers must accept the assignment within ten (10) days of the postmark date of the recall notice, or the position will be offered to the next certified and endorsed teacher. The liability of the District to recall employees whose employment contracts have been canceled shall terminate if the employee does not accept reemployment.</p> <p>20-2-4 When the former employee is re-employed, all accrued benefits at the time of the non-renewal shall be restored, including all eligible credit on the salary schedule.</p>	
Replacement Policy	<p>The Innovation School will not participate in the district Reduction in Force process and will not be required to accept direct placement of district employees who have been reduced. New staff members will be employed at the school based on their qualifications and position requirements.</p>	
School Proposal	Article 32: Extra Duty Compensation	Teaching: Human Resources Management: Compensation
Article Summary	<p>See Extra Duty Compensation schedule in Article 32</p> <p>Various tables that specify compensation levels for activities that include: substitute pay, hourly rates, activity salaries with steps and schedules.</p>	
School's Replacement Policy	<p>The School has the authority to determine its own compensation structure for additional work provided the school submits a replacement policy to their CSC and HR for annual review ensuring sustainability, transparency and equity.</p> <ul style="list-style-type: none"> • The School has the authority to establish its own compensation system to provide stipends as necessary for all employees. The School <u>will meet or exceed the rates</u> of pay set in the DPS/DCTA Collective Bargaining Agreement. • The principal, in consultation with the CSC, will determine extra duty compensation rates for extended day and year as well as any new or additional roles and responsibilities and merit pay. School leadership will work with the DPS HR department to ensure that all necessary processes are followed in these areas and is consistent with the innovation plan. In no event shall this determination be made later than the date of the final budget submission for the following school year, on or around April 1st. 	

State Statute Waivers

WAIVER REQUESTS – COLORADO STATE STATUTES

School Proposal	Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay	Teaching: Human Resource Management: Staff Hiring, Compensation
Policy	<p>22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:</p> <p>(f) (i) To employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation...A board of a district of innovation...may delegate the duty specified in this paragraph (f) to an innovation school</p>	
Replacement Policy	<p>Pursuant to state law, the DPS board will delegate the duty specified in this paragraph to the innovation school.</p> <ul style="list-style-type: none"> The principal, in consultation with the CSC, will select classroom teachers directly. The school shall utilize the negotiated salary structures for all positions that are part of a bargaining unit and shall also have the right to establish stipends and incentives that exceed the negotiated salary scales provided the school submits a replacement policy to their CSC and HR for annual review to ensure sustainability, transparency and equity. <p>For all unique job descriptions, the Principal in consultation with the CSC and HR shall determine the rate of pay during the budget cycle each Spring for the following year.</p> <ul style="list-style-type: none"> The school will use support staff positions that have been established by the Board, when applicable. When unique support staff roles are needed to effectively implement the innovation plan, the School will establish new positions and create job descriptions for these roles. The school principal or his designee will consult with the district Human Resources department on the language of the job description. The job description will set forth the qualifications for the job, a detailed list of performance responsibilities and any required physical capabilities. The school shall also set the salary or hourly wage for the unique position in consultation from the district Human Resources department. The school may create, revise, or remove any unique job descriptions necessary to implement the school’s innovation plan. 	
School Proposal	Section 22-32-109(1)(g): Handling of Money	Governance: Budget
Policy	<p>(g) To require any employee or other person who may receive into his custody moneys which properly belong to the district to deliver such moneys to the treasurer of the district, or to deposit such moneys in a depository designated by the board;</p>	
Replacement Policy	<p>The School has the authority to manage its receipt of money and will meet performance expectations provided by the District.</p>	

	<ul style="list-style-type: none"> ● In accordance with the innovation plan, the school may receive moneys and deposit such moneys into a school account. ● The School will establish an account to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. ● The school will account for all moneys that it receives directly and will report to the DPS board by providing quarterly trial balances to their DPS budget partner. 	
School Proposal	Section 22-32-109(1)(n)(I): Schedule and Calendar	Educational Program: Calendar and Schedule
Policy	<p>(n) (I) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (I) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive the provisions of this subparagraph (I) upon application therefore by the board of education of the district.</p>	
Replacement Policy	<p>The School has the authority to determine its own annual calendar and daily schedule, provided it meets or exceeds minimum statutory requirements.</p> <ul style="list-style-type: none"> ● School has the authority to determine the number of professional development days, days off, and late starts/early release days. ● In accordance with the innovation plan, the school's principal, in consultation with the CSC shall determine, prior to the end of a school year, the length of time the school will be in session during the next school year. The school shall submit their calendar to the district in a timeframe as requested by the district in order to meet requirements for alignment with hiring/onboarding, transportation, facilities and other service provision. ● 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. 	
School Proposal	Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Educational Program: Calendar and Schedule
Policy	<p>(II) (A) The actual hours of teacher-pupil instruction and teacher-pupil contact specified in subparagraph (I) of this paragraph (n) may be reduced to no fewer than one thousand fifty-six hours for secondary school pupils, no fewer than nine hundred sixty eight hours for elementary school pupils, no fewer than four hundred thirty-five hours for half-day kindergarten pupils, or no fewer than eight hundred seventy hours</p>	

	for full-day kindergarten pupils, for parent-teacher conferences, staff in-service programs, and closing deemed by the board to be necessary for the health, safety, or welfare of students.	
Replacement Policy	<p>The School has the authority to determine teacher pupil contact, which will meet or exceed the minimum standards of the District and state.</p> <ul style="list-style-type: none"> • In accordance with the innovation plan, the principal, in consultation with the CSC shall determine, prior to the end of a school year, the length of time the school will be in session during the next school year. The school shall submit their calendar to the district in a timeframe as requested by the district in order to meet requirements for alignment with hiring/onboarding, transportation, facilities and other service provision. • 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. 	
School Proposal	Section 22-32-109 (1)(n)(II)(B): School Calendar	Educational Program: Calendar and Schedule
Policy	(B) Prior to the beginning of the school year, each district shall provide for the adoption of a district calendar which is applicable to all schools within the district...A copy of the calendar shall be provided to the parents or guardians of all children enrolled...Such calendar shall include the dates for all staff in-service programs...[The] school administration shall allow for public input from parents and teachers prior to scheduling ...staff in-service programs. Any change in the calendar...shall be preceded by adequate and timely...of not less than thirty days.	
Replacement Policy	<p>The school has the authority to develop its own annual calendar that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.</p> <ul style="list-style-type: none"> • No later than 60 calendar days before the end of the school year, the principal in consultation with the CSC will determine the following year's school calendar and school day schedule that meets or exceeds district and state determinations of the length of time during which schools shall be in session during the next school year. • Input from parents and teachers will be sought prior to scheduling in-service programs and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. • A copy of the upcoming school-year calendar and school day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school's website prior to May 1 of the prior academic year and a copy shall be provided to the school's Instructional Superintendent. 	

	<ul style="list-style-type: none"> In no case shall changes to the schedule or calendar violate teacher rights provided in the replacement policy for Article 8 of the DCTA contract. 	
School Proposal	Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks	Education Program
Policy	(t) To determine the educational programs to be carried on in the schools of the district and to prescribe the textbooks for any course of instruction or study in such programs;	
Replacement Policy	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan.</p> <p>The school’s curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the CSC. Substantive interim changes must be approved by the Principal and District Staff. 	
School Proposal	Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards	Education Program
Policy	(aa) To adopt content standards and a plan for implementation of such content standards pursuant to the provisions of section 22-7-407 ;	
Replacement Policy	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan.</p> <p>The school’s curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted. 	

	<ul style="list-style-type: none"> The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the CSC. Substantive interim changes must be approved by the Principal and District Staff. 		
School Proposal	<table border="1"> <tr> <td>Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development</td> <td>Teaching: Human Resource Management: Professional Development</td> </tr> </table>	Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Teaching: Human Resource Management: Professional Development
Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Teaching: Human Resource Management: Professional Development		
Policy	(jj) To identify any areas in which one or more of the principals of the schools of the school district require further training or development. The board of education shall contract for or otherwise assist the identified principals in participating in professional development programs to assist the identified principals in improving their skills in the identified areas.		
Replacement Policy	<p>In accordance with the innovation plan, the Principal will participate in district-provided coaching and professional development except when such coaching or professional development contradicts the successful implementation of the innovation plan and/or the mission /vision of the school.</p> <p>In determining the Principal’s PD and coaching schedule, the Instructional Superintendent will collaborate with the Principal to ensure that district PD and coaching supports the school leader and/or leadership team in implementing the goals of the innovation plan.</p> <p>The standard district offered professional development for members of the Professional Development team will be attended in the instances in which it supports the implementation of the innovation plan and/or the mission and vision of the school. District professional development for teachers, teacher leaders, and other instructional or operational leaders will be attended when the school’s principal determines that such professional development is in the best interest of the school to successfully implement the innovation plan.</p>		
School Proposal	<table border="1"> <tr> <td>22-32-110(1)(ee) Local Board Powers-Employ teachers' aides and other noncertificated personnel</td> <td>Teaching: Human Resource Management: Hiring Teacher Aides</td> </tr> </table>	22-32-110(1)(ee) Local Board Powers-Employ teachers' aides and other noncertificated personnel	Teaching: Human Resource Management: Hiring Teacher Aides
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Policy	(1) In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment: (ee) To employ on a voluntary or paid basis teachers' aides and other auxiliary, nonlicensed personnel to assist licensed personnel in the provision of services related to instruction or supervision of children and to provide compensation for such services rendered from any funds available for such purpose, notwithstanding the provisions of sections		
Replacement Policy	The DPS board grants autonomy to the principal, in consultation with the CSC, to make staffing decisions consistent with waivers for district policies GCF and GDF. The		

	<p>school may employ non-licensed personnel to provide instruction or supervision of children that is supplemental to the core academic program and in compliance with NCLB HQT requirements.</p> <ul style="list-style-type: none"> All core content teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competency for their assignment (ESEA). Core content areas under ESEA include: English, reading or language arts; mathematics; science; foreign languages; social studies (civics, government, history, geography, economics); and the arts (visual arts, music). 	
School Proposal	<p>22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel</p>	<p>Teaching: Human Resource Management: Staff Dismissals</p>
Policy	<p>(1) In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment:</p> <p>(h) To discharge or otherwise terminate the employment of any personnel. A board of a district of innovation, as defined in section 22-32.5-103 (2), may delegate the power specified in this paragraph (h) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).</p>	
Replacement Policy	<p>All dismissals that occur during the school year must follow procedures established in District policy GDQD and regulation GDQD-R. Teachers on annual contracts may be non-renewed at the end of the school year for a lawful reason.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception</p>	<p>Teaching: Human Resource Management: Hiring and Teacher Qualifications</p>
Policy	<p>(1) Except as otherwise provided in subsection (2) of this section, the board of a school district shall not enter into an employment contract with any person as a teacher, except in a junior college district or in an adult education program, unless such person holds an initial or a professional teacher's license or authorization issued pursuant to the provisions of article 60.5 of this title.</p> <p>(2) (a) The general assembly hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school district. To facilitate the employment of these persons and comply with the requirements of federal law, the general assembly has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to be a highly qualified teacher. The general assembly strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school district.</p> <p>(b) A school district may hire a person who holds an alternative teacher license to teach as an alternative teacher pursuant to an alternative teacher contract as described in section 22-60.5-207.</p> <p>(3) The board of a school district may enter into an employment contract with any person to serve as an administrator based upon qualifications set by the board of the school district. Nothing in this article shall</p>	

	be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title.	
Replacement Policy	<p>The school will employ highly qualified and licensed teachers for teaching of core content pursuant to the federal ESEA Act (in conjunction with the District’s ESEA Flexibility Request). Core content teachers that are the primary provider of instruction will be highly qualified in their particular content area(s), Language Arts; Math; Science; Foreign language; Social Studies (Civics, Government, History, Geography, Economics); Arts (Visual Arts, Music). The school will otherwise meet all Title III licensing expectations.</p> <ul style="list-style-type: none"> • The school may employ non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan and the DPS board may enter into employment contracts with non-licensed teachers and/or administrators at the school as necessary to implement the school’s innovation plan. 	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision	Teaching: Human Resource Management: Hiring, Contracts and Employment Offer Letters
Policy	<p>(1) Except for a part-time or substitute teacher, every employment contract entered into by any teacher or chief administrative officer for the performance of services for a school district shall be in writing.</p> <p>(2) (a) A teacher or chief administrative officer and the board may mutually agree to terminate the teacher's or chief administrative officer's employment contract at any time.</p> <p>(b) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall not terminate his or her employment contract with the board without the agreement of the board unless:</p> <p>(I) If the teacher or chief administrative officer intends to terminate his or her employment contract for the succeeding academic year, the teacher or chief administrative officer gives written notice to the board of his or her intent no later than thirty days prior to the commencement of the succeeding academic year or, if a school district operates an alternative year program, not less than thirty days before the commencement of services under the employment contract; or</p> <p>(II) If the teacher or chief administrative officer intends to terminate his or her employment contract for the current academic year after the beginning of the academic year, the teacher or chief administrative officer shall give written notice to 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.</p> <p>(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.</p> <p>(c) Each employment contract executed pursuant to this section shall contain a damages provision whereby a teacher or chief administrative officer who violates the provision required by paragraph (b) of this subsection (2) without good cause shall agree to pay damages to the school district, and the board thereof shall be authorized to collect or withhold damages from compensation due or payable to the teacher or chief administrative officer, in an amount equal to the lessor of:</p> <p>(I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or</p> <p>(II) One-twelfth of the annual salary specified in the employment contract.</p> <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</p>	

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

	<p>be included in any contract between the board of education of the school district and school district employees or in an established policy of the board, which contract or policy shall include the criteria described in section 22-9-106 as significant factors in determining which employment contracts to cancel as a result of the decrease in teaching positions. Effective February 15, 2012, the contract or policy shall include consideration of probationary and nonprobationary status and the number of years a teacher has been teaching in the school district; except that these criteria may be considered only after the consideration of the criteria described in section 22-9-106 and only if the contract or policy is in the best interest of the students enrolled in the school district.</p> <p>(4) (a) Notwithstanding the provisions of section 24-72-204 (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the requesting school district or school the reason or reasons why a teacher left employment with the original school district. Upon the specific request of a school district at which a teacher has applied for employment, a school district may disclose any pertinent performance record or disciplinary record of a teacher that specifically relates to any negligent action of the teacher that was found to have endangered the safety and security of a student or any disciplinary record that relates to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher.</p> <p>(b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district or from disclosing to another school district any of the teacher's disciplinary or performance records pursuant to paragraph (a) of this subsection (4).</p>
<p>Replacement Policy</p>	<p>Teaching staff will receive annual contracts even if they previously acquired non-probationary status in the District prior to being hired at the school. The annual contract expires at the end of each contract year. All contracts will be in writing. If an employee intends to resign from their position after the beginning of the academic year, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract.</p> <p>Termination of all staff mid-contract will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. In all situations related to teacher dismissal, a teacher on an annual contract may only be dismissed mid-year for cause in accordance with DPS policy GDQD and regulation GDQD-R.</p> <p>Dismissal at the end of the year will be done through the non-renewal process. DPS Board Policies GDQD and GDQD-R do not apply in this situation.</p> <ul style="list-style-type: none"> ● Teachers do not acquire or lose non-probationary status while at the school. ● Teachers leaving employment at the school and transferring to a position in another District school shall be subject to the District's policy regarding transfers from innovation schools in determining their probationary or non-probationary status. <p>The school principal has the authority to make employment offers to qualified candidates. The school will not provide first opportunity to interview rights to priority hiring pool candidates, but will consider them for employment. The school will not contribute teachers to the district hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district (with the exception of ADA placements).</p>

School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract	Teaching: Human Resources Management: Dismissals
Statute Description	<p>(1) (a) Except as provided for in paragraph (b) of this subsection (1), the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been reemployed for the fourth year, except as provided for in paragraph (a.5) of subsection (4) of this section. This paragraph (a) is repealed, effective July 1, 2014.</p> <p>(b) For any school district that has implemented the performance evaluation system based on quality standards pursuant to section 22-9-106 and the rules adopted by the state board pursuant to section 22-9-105.5, the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been granted nonprobationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment.</p> <p>(2) (a) During the first three school years that a teacher is employed on a full-time continuous basis by a school district, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to nonrenewal in accordance with subsection (4) of this section. A school district may also consider a teacher employed on a part-time continuous basis by such district and by a board of cooperative services to be a probationary teacher whose contract may be subject to nonrenewal in accordance with subsection (4) of this section. An employment contract with a probationary teacher shall not exceed one school year.</p>	
School's Replacement Policy	Teachers are hired on an annual contract even if they acquired non-probationary status in the District prior to being hired at the school. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation	Teaching: Human Resource Management: Direct Placement of Teachers
Statute Description	<p>(1) A teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which he or she is not qualified by virtue of academic preparation and certification and if, during the then current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or nonmembership in any group or organization.</p> <p>(2) Notwithstanding the provisions of subsection (1) of this section, a teacher who has been occupying an administrative position may be assigned to another position for which he or she is qualified if a vacancy exists in such position, and, if so assigned, with a salary corresponding to the position. If the school district has adopted a general salary schedule or a combination salary schedule and policy, the board may consider the years of service accumulated while the teacher was occupying the administrative position when the board determines where to place the teacher on the schedule for the assigned position.</p> <p>(3) Notwithstanding the provisions of subsection (1) of this section, the salary of a teacher who has received additional compensation for the performance of additional duties may be reduced if said teacher has been relieved of such additional duties.</p> <p>(4) A teacher may enter into an agreement for an economic work-learn program leave of absence with a board of education that shall not affect the teacher's employment status, position on the salary schedule if the school district has adopted a general salary schedule or combination salary schedule and policy, or insurance and retirement benefits.</p> <p>(5) Nothing in this section shall be construed as requiring a receiving school to involuntarily accept the transfer of a</p>	

	teacher. All transfers to positions at other schools of the school district shall require the consent of the receiving school.	
School's Replacement Policy	The school may refuse direct placements or mandatory transfers of teachers from the district . District teachers who are qualified for a vacant position at the school may apply for the position, and, if hired, will be compensated with a salary corresponding to the position and the years of service using the district salary schedule as a base. The school will accept transfers that are being placed under District compliance with the Americans with Disability Act (ADA).	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal	Teaching: Human Resource Management: Dismissals
Policy	A teacher may be dismissed for physical or mental disability, incompetency, neglect of duty, immorality, unsatisfactory performance, insubordination, the conviction of a felony or the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence for a felony, or other good and just cause. No teacher shall be dismissed for temporary illness, leave of absence previously approved by the board, or military leave of absence pursuant to article 3 of title 28, C.R.S.	
Replacement Policy	All teachers are employed on annual contracts, even if they acquired non-probationary status in the District prior to being hired at the school or the school converting to Innovation status <ul style="list-style-type: none"> • Annual contracts can be non-renewed at the end of the contract term for a lawful reason. • In all situations related to teacher dismissal, a teacher on an annual contract may only be dismissed mid-year for cause in accordance with DPS policy GDQD and regulation GDQD-R. 	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review	Teaching: Human Resource Management: Dismissals
Statute Description	<p>(1) Except as otherwise provided in subsection (11) of this section, a teacher shall be dismissed in the manner prescribed by subsections (2) to (10) of this section.</p> <p>(2) The chief administrative officer of the employing school district may recommend that the board dismiss a teacher based upon one or more of the grounds stated in section 22-63-301. If such a recommendation is made to the board, the chief administrative officer, within three days after the board meeting at which the recommendation is made, shall mail a written notice of intent to dismiss to the teacher. The notice of intent to dismiss shall include a copy of the reasons for dismissal, a copy of this article, and all exhibits which the chief administrative officer intends to submit in support of his or her prima facie case against the teacher including a list of witnesses to be called by the chief administrative officer, addresses and telephone numbers of the witnesses, and all pertinent documentation in the possession of the chief administrative officer relative to the circumstances surrounding the charges. Additional witnesses and exhibits in support of the chief administrative officer's prima facie case may be added as provided in subsection (6) of this section. The notice and copy of the charges shall be sent by certified mail to said teacher at his or her address last known to the secretary of the board. The notice shall advise the teacher of his or her rights and the procedures under this section.</p> <p>(3) If a teacher objects to the grounds given for the dismissal, the teacher may file with the chief administrative officer a written notice of objection and a request for a hearing. Such written notice shall be filed within five working days after receipt by the teacher of the notice of dismissal. If the teacher fails to</p>	

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

	<p>substantial justification. If the court of appeals determines that the nonprevailing party's appeal or defense on appeal lacked substantial justification, the court of appeals shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the court of appeals. Any judgment entered pursuant to this paragraph (e) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules.</p> <p>(f) Further appeal to the supreme court from a determination of the court of appeals may be made only upon a writ of certiorari issued in the discretion of the supreme court. Upon request of the teacher, if the teacher is ordered reinstated by the supreme court, or upon motion of the board, if the board's decision to dismiss is affirmed by the supreme court, the supreme court shall determine whether the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification. If the supreme court determines that the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification, the court shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the supreme court. Any judgment entered pursuant to this paragraph (f) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules.</p> <p>(11) (a) The board of a school district may take immediate action to dismiss a teacher, without a hearing, notwithstanding subsections (2) to (10) of this section, pending the final outcome of judicial review or when the time for seeking review has elapsed, when the teacher is convicted, pleads nolo contendere, or receives a deferred sentence for:</p> <p>(I) A violation of any law of this state or any counterpart municipal law of this state involving unlawful behavior pursuant to any of the following statutory provisions: Sections 18-3-305, 18-6-302, and 18-6-701, C.R.S., or section 18-6-301, C.R.S., or part 4 of article 3, part 4 of article 6, and part 4 of article 7 of title 18, C.R.S.; or</p> <p>(II) A violation of any law of this state, any municipality of this state, or the United States involving the illegal sale of controlled substances, as defined in section 18-18-102 (5), C.R.S.</p> <p>(b) A certified copy of the judgment of a court of competent jurisdiction of a conviction, the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence shall be conclusive evidence for the purposes of this subsection (11).</p>	
Replacement Policy	<p>The School will follow District Policy GDQD and regulation GDQD-R if it is necessary to terminate a teacher's employment during the school year. In all situations related to teacher dismissal, a teacher on an annual contract may only be dismissed mid-year for cause in accordance with DPS policy GDQD and regulation GDQD-R.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule</p>	<p>Teaching: Human Resource Management: Compensation</p>
Policy	<p>(1) The board of a school district shall adopt by resolution a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher, or a combination of the salary schedule and salary policy. Such salary schedule, salary policy, or combination schedule and policy shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year. The schedule, policy, or combination schedule and policy shall remain in effect until changed or modified by the board. All teachers employed by the district shall be subject to such salary schedule, policy, or combination schedule and policy.</p>	
Replacement Policy	<p>The School will meet or exceed the DPS salary schedule set in the Collective Bargaining Agreement. The School's Principal, in consultation with the CSC, has the authority to develop a supplemental compensation system separate from district</p>	

	<p>policies to reimburse employees for extra duty pay, and compensating employees based on school priorities including activities such as, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring, professional development or for performance incentive pay. This flexibility will be granted provided the school leader submits a replacement policy annually to CSC and HR for review to ensure sustainability, transparency and equity.</p> <ul style="list-style-type: none"> • Non-teaching staff will be compensated for any additional hours in accordance with Fair Labor Laws. 	
School Proposal	<p>22-63-402. Services - disbursements</p>	<p>Teaching: Human Resource Management: Teacher License</p>
Policy	<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>	
Replacement Policy	<p>The school may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.</p> <p>Prior to hiring any person, in accordance with state law the district shall conduct background checks.</p>	
School Proposal	<p>22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries</p>	<p>Teaching: Payment of Salaries</p>
Policy	<p>Districts are required to pay teachers according to a schedule or according to a performance policy. Salaries are not to be changed until the end of the year. Individual teachers cannot have their salaries cut unless all teachers have salaries cut.</p>	
Replacement Policy	<p>The school will use the district salary schedule for determining pay for teachers and staff; however, they will have discretion on how the budget is impacted for paying staff (actuals vs. averages). The school principal reserves the right to develop a supplemental compensation system to reimburse employees for extra duty pay as it may arise for mandated extended school year, mandated PD outside of school year, mandated additional time, or stipends for school identified priorities. This may also include activities such as coaching, tutoring, external professional development or for performance incentive pay. This flexibility will be granted provided the school leader submits a replacement policy annually to CSC and HR to ensure sustainability, transparency and equity.</p>	
School Proposal	<p>22-33-102(1) Definition of "Academic Year"</p>	<p>Education Program: Calendar</p>

Policy	<p>As used in this article, unless the context otherwise requires:</p> <p>(1) "Academic year" means that portion of the school year during which the public schools are in regular session, beginning about the first week in September and ending about the first week in June of the next year, or that portion of the school year which constitutes the minimum period during which a pupil must be enrolled.</p>
Replacement Policy	<p>"Academic year" refers to the year as it is established by the innovation school's developed academic calendar for the School. The calendar will be posted publicly by May 1st for the following school year. The school's CSC will provide input into the calendar.</p>