

VISTA ACADEMY APPENDIX E WAIVER REQUESTS

APPENDIX E BOARD POLICY WAIVERS		
Policies Waived	Areas of Impact	Replacement Policies and/or Practices
BDF R-4: Collaborative School Committees	School Governance	<p>The School requests a waiver from policy BDFH. The CSC will be replaced with the Vista Academy SWAGGER Leadership Council. The SWAGGER Leadership Council will comply with State Law on School Accountability Committees.</p> <p>The SWAGGER Leadership Council will be comprised of 16 members whose purpose is to assist the school community reach consensus and provide critical feedback/information so that the Principal can reach a decision that is aligned with the vision, mission and core values of the school. The SWAGGER Leadership Council will consist of the following:</p> <ul style="list-style-type: none"> ● Principal ● 2 Assistant Principals ● 1 Teacher Leader ● 1 Support Staff in student services (ELA or SPED) ● 2 Middle School Teacher ● 2 High School Teachers ● 1 8th Grade Middle School Student ● 1 High School Student ● 4 Parents ● 1 Community Member <p>The SWAGGER Leadership Council's role in meeting consensus will be as follows:</p> <ul style="list-style-type: none"> ● Meet at least once a month or more during the school year as needed and determined by the principal ● Provide feedback to the Instructional Superintendent regarding the school's final candidate they are recommending for the principal's position following the succession plan (when a vacancy exists) ● Provide guidance, feedback, and recommendations to the principal regarding the following (as outlined in the BDFH):

		<ul style="list-style-type: none"> - focus on the UIP as its primary responsibility at the school; - use Multiple Measures and align resources to support the SIP and the school's program design; - provide guidance, evaluation and recommendations for the UIP; - provide guidance, evaluation, and recommendations for the annual school budget to insure its alignment with the SIP and the school's program design; - act as the School Improvement and Accountability Council (SIAC) for the building; - establish relationships with parents, community members, civic, service and neighborhood organizations to increase involvement in the school and provide a forum for community input; - provide guidance, evaluation, and feedback for the use of the staffing allocations provided by the District as it relates to the SIP, school budget, and school program design, including consultation regarding adjustments that may be made due to pupil-count issues; - participate in the principal-selection process by interviewing candidates and recommending candidates to the instructional superintendent; - participate in the principal's annual evaluation by giving input on the principal's involvement in and support of the SWAGGER Leadership Council's process; - review, and when appropriate, provide recommendations regarding discipline and safety procedures; - review, and when appropriate, provide recommendations regarding the school calendar and/or schedule; - make recommendations regarding any changes to the school design to the District Board of Education through the building principal.
KHBA: Revenue	Budget	Vista Academy will have the ability to request and secure school-based

<p>from Non Tax Sources</p>		<p>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 Vista Academy or because it would be in conflict with existing fund regulations (such as federal grants).
<p>IKE / IKE-R: Promotion, Retention and Acceleration of Students</p>	<p>Promotion, Retention and Acceleration of Students</p>	<p>Intervention and retention decisions for students performing below grade-level in core content areas will be made based on reading, language usage, math, and science MAP Assessment scores and other tools such as grades, and portfolios. Upon admittance to Vista Academy, support staff will begin to develop a plan of action based on each individual student’s needs. That can be intervention classes, concurrent enrollment, counseling and etc.</p> <p>The principal, assistant principals, Teacher Leader(s), and support staff will review assessment score, grades, attendance and behavior of all students attending Vista Academy at the end of each trimester. Administrators will determine students who are not meeting their SWAGGER and schedule probation meetings with the student, their counselor, parent(s) and transitions coordinator to outline a plan to get students back on track and outline potential next steps if the probation plan is not successful. There will be set review dates and agreed upon follow up actions by all parties.</p>

		<p>If the Vista Academy Leadership Team 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 during each trimester. The school will regularly communicate student performance to parents/guardians. Middle School parents/guardians will be kept abreast of their student’s progress throughout the year but will know if the school is recommending retention of a student prior to Spring Break. This is not applicable in the high school as there is not a retention program.</p>
IKF: Graduation Requirements	Graduation and Promotion	<p>Vista Academy requests a waiver from policy IKF. The school has the authority to adopt a policy promoting, retaining, and accelerating students that aligns with the Innovation Plan. Vista Academy’s policy will meet or exceed the minimum standards for the District and state. Following the District’s process (which is separate from the process of securing innovation status) described in Appendix C, the school may request the flexibility to adopt its own promotion and graduation policies, as long as the policy meets or exceeds the minimum graduation requirements set by DPS and the state.</p>
DCTA Waivers		
Article 1-7: Definition of “School Year”	Calendar & Schedule	<p>The term “school year” as used in these Articles shall mean the school calendar as it is established by Vista Academy. This definition will include both an identification of days and a typical daily schedule as described in IC/ICA.</p>
Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load	Calendar & 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. In addition, the contract year for some teachers will be extended to provide a summer academy for students who are not yet achieving at grade level. Teachers will be compensated for additional days via a stipend that is determined based on the average rate of pay for similar extended time in other district schools. Non student contact days, planning days, assessment days, and</p>

		<p>professional development days will be determined by the administrative team after feedback from the staff and parents and feedback from the SWAGGER Leadership Council annually, consistent with the innovation plan, as part of the adoption of the school calendar. Student school contact days will be extended to increase instructional time and the teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time.</p> <p>8-2: The teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time. The principal shall have authority to permit teachers to diverge from the regular school day. Evening meetings will be scheduled, as necessary, to implement the innovation plan. In accordance with the innovation plan.</p> <p>8-3: Teachers will be given a minimum of 200 minutes of undirected teacher planning time per week, and an additional 100 minutes of directed common planning time. Teachers can have staggered start times to meet the scheduling needs of students at Vista Academy as described in the innovation plan. The Schools leadership and SWAGGER council will approve the staggered start times.</p> <p>8-7: Vista Academy teachers will be assigned non-teaching duties, as necessary, to implement the innovation plan. 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>Article 2-4-1: Waivers from Agreement</p>	<p>Waiver Request Procedure</p>	<p>Consistent with the Innovation Schools Act, Vista Academy requests to renew its waivers from the Collective Bargaining Agreement that was presented by Vista Academy as a new school to the Board of Education and Association with</p>

		documented support from teachers and approved.
Article 5-4: School Leadership Team	Management	<p>The School requests a waiver from regulation BDF-R4. The CSC will be replaced with the Vista Academy SWAGGER Leadership Council. The SWAGGER Leadership Council will comply with State Law on School Accountability Committees.</p> <p>The SWAGGER Leadership Council will be comprised of 16 members whose purpose is to assist the school community reach consensus and provide critical feedback/information so that the Principal can reach a decision that is aligned with the vision, mission and core values of the school. The SWAGGER Leadership Council will consist of the following:</p> <ul style="list-style-type: none"> ● Principal ● 2 Assistant Principals ● 1 Teacher Leader ● 1 Support Staff in student services (ELA or SPED) ● 2 Middle School Teacher ● 2 High School Teachers ● 1 8th Grade Middle School Student ● 1 High School Student ● 4 Parents ● 1 Community Member <p>The SWAGGER Leadership Council's role in meeting consensus will be as follows:</p> <ul style="list-style-type: none"> ● Meet at least once a month or more as needed and determined by the principal ● Provide feedback to the Instructional Superintendent regarding the school's final candidate they are recommending for the principal's position following the succession plan (when a vacancy exists)

		<ul style="list-style-type: none"> ● Provide guidance, feedback, and recommendations to the principal regarding the following (as outlined in the replacement for BDF-R4): <ul style="list-style-type: none"> - focus on the UIP as its primary responsibility at the school; - use Multiple Measures and align resources to support the SIP and the school's program design; - provide guidance, evaluation and recommendations for the UIP; - provide guidance, evaluation, and recommendations for the annual school budget to insure its alignment with the SIP and the school's program design; - act as the School Improvement and Accountability Council (SIAC) for the building; - establish relationships with parents, community members, civic, service and neighborhood organizations to increase involvement in the school and provide a forum for community input; - provide guidance, evaluation, and feedback for the use of the staffing allocations provided by the District as it relates to the SIP, school budget, and school program design, including consultation regarding adjustments that may be made due to pupil-count issues; - participate in the principal-selection process by interviewing candidates and recommending candidates to the instructional superintendent; - participate in the principal's annual evaluation by giving input on the principal's involvement in and support of the SWAGGER Leadership Council's process; - review, and when appropriate, provide recommendations regarding discipline and safety procedures; - review, and when appropriate, provide recommendations regarding the school calendar and/or schedule; make recommendations regarding any changes to the school design to the District Board of Education through the building principal.
<p>Article 10: Teacher Evaluation: Describes the</p>	<p>Human Resource Management: Teacher</p>	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation</p>

<p>Evaluation Process for Teachers</p>	<p>Evaluation</p>	<p>Plan and Employee Handbook.</p> <p>Vista Academy will continue to use the LEAP Framework but reserve the right to transition to a research based evaluation system that has demonstrated success and in compliance with Colorado SB 191.</p> <p>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right.</p>
<p>Colorado State Statutes: Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel</p>	<p>Human Resource Management: Teacher Evaluations</p>	

<p>School Replacement Policy</p>	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation Plan and Employee Handbook.</p> <p>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right.</p> <p>Termination of any staff mid-year will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p>
<p>Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay</p>	<p>Human Resource Management: Staff Hiring, Compensation</p>
<p>School Replacement Policy</p>	<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 SWAGGER Council, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the Principal shall determine the rate of pay in consultation with HR 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>School Replacement Policy</p>	<p>In accordance with the innovation plan, Vista Academy may receive moneys and deposit such moneys into a school account. The School will establish an account with the district to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at Vista Academy. The school will account for all moneys that it receives directly and will report to</p>

	the DPS board.
Section 22-32-109(1)(n)(I): Schedule and Calendar	Calendar and Schedule
Replacement Policy	No later than 60 days before the end of the school year, the SWAGGER Leadership Council will come to consensus regarding 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. 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.
Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Calendar and Schedule
School Replacement Policy	No later than 60 days before the end of the school year, the SWAGGER Leadership Council will come to consensus regarding 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

	<p>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. In no case shall changes to the schedule or calendar violate teacher rights provided in the replacement policy for Article 8 of the DCTA contract.</p>
<p>Section 22-32-109 (1)(n)(II)(B): School Calendar</p>	<p>Calendar and Schedule</p>
<p>School Replacement Policy</p>	<p>No later than 60 days before the end of the school year, the SWAGGER Leadership Council will come to consensus regarding 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. In no case shall changes to the</p>

	schedule or calendar violate teacher rights provided in the replacement policy for Article 8 of the DCTA contract.
Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks	Education Program
School Replacement Policy	Vista Academy will present a program of instruction that is consistent with its innovation plan, as approved by the DPS Board of Education, under the direction of the Superintendent. Vista Academy will use district curriculum but will supplement to increase cultural relevance and engagement per our innovations plan. Supplemental curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. Changes to technology, textbooks and instructional materials will be proposed by teachers and approved by the principal after feedback is provided by the SWAGGER Leadership Council. The school will seek District staff approval consistent with the school's innovation plan for any proposed changes to core curriculum. 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 SWAGGER Leadership Council.
Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Human Resource Management: Professional Development
School Replacement Policy	In accordance with the innovation plan, Vista Academy Leadership Team 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.
22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel	Human Resource Management: Staff Dismissals
School Replacement Policy	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation Plan and Employee Handbook</p> <p>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right.</p> <p>Termination of any staff mid-year will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p>
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception	Human Resource Management: Hiring and Teacher Qualifications
School Replacement Policy	Vista Academy will employ qualified and licensed teachers for teaching of core content pursuant to the federal ESSA Act. Teachers in all necessary areas will be 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 Vista Academy High School as necessary to implement the school's innovation plan.
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-	Human Resource Management: Hiring, Contracts and Employment Offer Letters

<p>202: Contracts in Writing Duration Damage Provision</p>	
<p>School Replacement Policy</p>	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation Plan and Employee Handbook.</p> <p>The school principal has the authority to make employment offers to qualified candidates. Vista Academy 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>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right.</p> <p>Termination of any staff mid-year will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63- 203: Renewal and Nonrenewal of Employment Contract</p>	<p>Human Resources Management: Dismissals</p>
<p>School's Replacement Policy</p>	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation Plan and Employee Handbook</p> <p>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide</p>

	<p>various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right.</p> <p>Termination of any staff mid-year will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation</p>	<p>Human Resource Management: Direct Placement of Teachers</p>
<p>School's Replacement Policy</p>	<p>Vista Academy 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. The school will accept transfers that are being placed under District compliance with the Americans with Disability Act (ADA).</p>
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal</p>	<p>Human Resource Management: Dismissals</p>
<p>School's Replacement Policy</p>	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation Plan and Employee Handbook.</p> <p>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right.</p> <p>Termination of any staff mid-year will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p>

<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review</p>	<p>Human Resource Management: Dismissals</p>
<p>School's Replacement Policy</p>	<p>All employees of Vista Academy are at will and Vista Academy and the Denver Public Schools has the right to terminate employment from Vista Academy at any time in accordance with the personnel policies in the Vista Academy Innovation Plan and Employee Handbook.</p> <p>If a teacher or staff member is not meeting performance expectations or displaying unprofessional behaviors the school leader may chose to put the employee on an improvement plan and/or provide various supports to the teacher or staff person to build their skills. This process will be outlined in the employment handbook. An improvement plan is not an entitlement or employment right</p> <p>Termination of any staff mid-year will follow the dismissal procedures outlined in the 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>School's Replacement Policy</p>	<p>Vista Academy will adopt a salary schedule that will meet or exceed the district's salary schedule. The School's Leadership Team 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, external professional development or for performance incentive pay.</p>

22-63-402. Services - disbursements	Human Resource Management: Teacher License
School's Replacement Policy	Vista Academy may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA Act. All necessary teachers according to ESEA and the District waiver will be highly qualified. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.
22-63-403. Services - disbursements	Human Resource Management: Payment of Salaries
School's Replacement Policy	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 Swagger Council and HR to ensure sustainability, transparency and equity.