

West Leadership Academy
 WAIVERS & REPLACEMENT POLICIES
 Request for Innovation Status
 January 10, 2017
 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	BDF-R4: Collaborative School Committees	Governance
Policy	<p>There shall be at each school a collaborative school committee with representation from parents, community, faculty, administrators and classified staff.</p> <p>Purposes and Scope:</p> <ul style="list-style-type: none"> - to enhance student achievement and school climate by engaging the school community in collaborative efforts supporting the school and District's goals. - to provide strategic direction in support of the school's mission and vision as stated in the School Improvement Plan (SIP). The SIP, with the school's program design, should serve as the strategic plan for the school. - to be in compliance with state and federal law, regulations of the Colorado Department of Education, applicable U.S. District Court orders, the District Affirmative Action plan, the DPS/DCTA Agreement, other contracts and District mandates. <p>The collaborative school committee will:</p> <ul style="list-style-type: none"> - work collaboratively with the school community that includes the building principal, teachers, staff, students, parents, civic and business leaders, service and neighborhood representatives, and other community members; - focus on the SIP 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 approval for the SIP; - provide guidance, evaluation, and approval 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 approval for the use of the staffing allocations provided by the District as it relates to the SIP, school budget, and school program design, including consultation regarding adjustments that may be made due to pupil-count issues; - participate in the principal-selection process by interviewing candidates and recommending 	

	<p>candidates to the superintendent;</p> <ul style="list-style-type: none"> - participate in the principal's annual evaluation by giving input on the principal's involvement in and support of the collaborative committee process; - review, and when appropriate, approve discipline and safety procedures; - review, and when appropriate, revise 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>The collaborative school committee will not:</p> <ul style="list-style-type: none"> - participate in the day-to-day operations of the school; - be involved in issues relating to individuals (staff, students, or parents) within the school; - be involved in personnel issues. 	
Replacement Policy	<p>Board of Advisors</p> <p>WLA will not have a CSC. Instead, WLA will have a Board of Advisors (BOA) consisting of the school leadership team, 1 business community representative, 2 core teachers, 2 arts teachers, 1 paraprofessionals, 2 students, 1 business/office manager, and 5 parent representatives – 2 middle school parents and 3 high school parents. The BOA will support the leadership team in securing resources and developing community partnerships necessary for success and will hold the leadership team accountable for reaching implementation and achievement goals.</p> <p>The WLA board of advisors will review academic, organizational, and financial data and evaluate progress toward performance and implementation benchmarks quarterly. Student data analyses will be presented by the Assessment Board, disaggregated by academic subjects, student groups, grade level, and teacher. The Board of Advisors (BOA) will make recommendations for improvement based on trends and concerns that emerge. The school leadership team will make adjustments to the educational programming, scheduling, staffing, and resource allocations based on recommendations. The school principal will distribute a summary of data trends, board recommendations and actions to be taken to students, parents, and the community via a quarterly report and the school website.</p> <p>The BOA will be held accountable for their participation in board meetings and active advocacy for the school. All BOA members will participate in a self-evaluation and will receive feedback from their peers on the impact of their involvement of school outcomes.</p>	
School Proposal	<p>KHBA: Sponsorship Programs (Previously DF & DF-R: Revenue from Non Tax Sources)</p>	<p>Governance / Budget</p>
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.</p> <p>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.</p>	

	<p>Revenue derived from the sponsorship program will be formally identified as consideration for advertising rights or as sponsorship revenues.</p> <p>Rights and benefits in addition to advertising may be granted to individual sponsors. The rights will become part of the negotiated sponsorship agreement.</p> <p>All sponsorship activities will comply with district policies.</p>	
Replacement Policy	<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 Recruiting 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. 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 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. • 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. • The principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate. • Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate. • Background checks will be administered using the existing systems and processes for the district. • The School shall conduct reference checks.

Collective Bargaining Agreement Articles Waivers

WAIVER REQUESTS - DCTA COLLECTIVE BARGAINING AGREEMENT

School Proposal	Article 1-7: Definition of "School Year"	Educational Program: Calendar & Schedule
Policy	The term "school year" as used in these Articles shall mean the officially adopted school calendar.	
Replacement Policy	The term "school year" as use in these Articles shall mean the school calendar as it is established by the innovation school. This definition will include both an identification of days and a typical daily schedule.	
School Proposal	Article 2-4-1: Waivers from Agreement	Teaching: Waiver Request Procedure
Policy	2-4 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association.	

	2-4-1 Unless otherwise provided in this Agreement, requests for waivers from this Agreement shall be made by the principal and the Association Representative to the Board of Education and the Association.	
Replacement Policy	Consistent with the Innovation Schools Act, requests for waivers from the Collective Bargaining Agreement will be made by the School to the Board of Education with documented support from teachers through an amendment or revision of the innovation plan.	
School Proposal	Article 5-4: School Leadership Team	Governance: Management
Policy	Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives ... elected annually by a majority of the faculty voting by secret ballot. The SLT will make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support.	
Replacement Policy	<p>The CSC and SLT shall be merged into one entity known as BOA. The BOA will comply with State Law on School Accountability Committees. The membership of the BOA will include the following voting members determined through the following process.</p> <p><u>Positions assigned by the principal:</u></p> <ul style="list-style-type: none"> • 1 Principal • 2 Administrators • 1 Community Liaison <p><u>Positions elected by majority vote of BOA (serving 1 year terms):</u></p> <ul style="list-style-type: none"> • 4 Teachers • Parents • 1 Support Staff Member <p><u>The BOA shall have the following responsibilities:</u></p> <ul style="list-style-type: none"> • Meeting at least once a month • Recommending final candidates to DPS for the principal position (when a vacancy exists) • Providing guidance and recommendations to the principal regarding all responsibilities of the CSC detailed in Policy BDFH in addition to the following: <ul style="list-style-type: none"> • Approving the school's annual budget • Determining and approving the school's master calendar and schedule • Making recommendations regarding the school's curriculum and instruction, culture and behavior, services for special populations, and use of school facilities 	
School Proposal	Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load	Educational Program: Calendar & Schedule
Article Summary	Article 8 - Professional Standards School Leadership Team. Each school will have a School Leadership Team as described in 5-4. The SLT will be responsible for making decisions as noted in Article 8. Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) ...only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or	

secondary teaching load without a positive majority confidential vote of the faculty. Information about such changes will be sent to the Instructional Issues Council for tracking purposes.

8-1 Contract year. The contract year shall be one hundred eighty-four (184) days. If a teacher is required to extend his/her contract year...he or she shall be paid at their regular scheduled rate per day. Regular scheduled rate per day is the teacher's salary divided by the number of days in the contract year.

8-1-1 In addition to the one hundred eighty-four (184) days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 32...

8-1-2 ...non student contact days shall include the equivalent of four and one half (4.5) full self-directed teacher planning days to be distributed in meaningful increments, and three (3) full professional days to be directed by the principal and one parent conference day. If the District continues the benchmark assessment program, three (3) or more days shall be set aside to grade and analyze data from benchmarks and other related assessments...

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

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

8-1-3 There is an expectation that teachers will attend beyond the contract year for professional development determined by the principal if: a. the program needs to be scheduled outside the contract year, b. no programs will be scheduled for the last two weeks of June and the first two weeks of July, c. written notice is given ninety (90) days prior to the end of the school year, d. the educational reason is sound, e. teachers attending are paid in accordance with Article 32, f. adequate alternate opportunities are provided.

8-1-4 Evening Meetings. Each teacher may be required to attend three (3) evening events approved by the SLT per school year, as part of the contracted time.

8-1-5 Special Conditions of Employment. Any special conditions regarding the assignment of any teacher will be an addendum to the initial employment contract.

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

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

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

8-3 Planning Time.

Each elementary/ECE/K-8 school teacher shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week. Within the three-hundred-minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day.

8-7 Non-Teaching Duties.

	<p>8-7-1 Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teachers will have the same assignment for more than four (4) consecutive semesters, unless the teacher agrees to such assignment.</p>	
<p>School's Replacement Policy</p>	<p>8-1-Contract Year: The contract year for teachers may 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 may 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 professional development days will be determined by the principal in consultation with the BOA 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 can 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 minimum 100 minutes of directed common planning time.</p> <p>8-7: Teachers will be assigned non-teaching duties, as necessary, to implement the innovation plan with the intent being to maximize the time that the most effective teachers spend teaching students.</p>	
<p>School Proposal</p>	<p>Article 10: Teacher Evaluation: Describes the Evaluation Process for Teachers</p>	<p>Leadership: Human Resource Management: Teacher Evaluation</p>
<p>Policy</p>	<p>10-1-6 "Evaluator" means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their building, but may designate other qualified administrators to assume evaluation responsibilities. Student Services Managers are responsible for evaluations of their personnel as determined by the District.</p> <p>10-2 Types of Evaluations. The school district has 3 (three) types of evaluation:</p> <p>10-2-1 Probationary Evaluation. Probationary evaluations are conducted on an annual basis during the teacher's probationary employment. Probationary teachers are those contract teachers who hold a valid Colorado teacher license and are in the first three years of teaching or service with the district. Teachers with authorizations or emergency licenses shall follow the probationary evaluation process and shall not be considered probationary until such time as they hold a Colorado professional teaching license. Probationary teachers receive a minimum of two documented observations. At least one of the observations is formal.</p> <p>10-2-2 Non-Probationary Evaluation. Non-probationary evaluations are conducted once every three years for teachers who have successfully completed their probationary period. Non-</p>	

	<p>probationary teachers receive a minimum of one documented observation. At least one of the observations is formal.</p> <p>10-2-3 Special Evaluation. Special evaluations are conducted when a supervisor determines that a teacher requires assistance in a non-evaluation year. Managers can recommend to an evaluator that a Student Services Professional be put on special evaluation.</p> <p>10-3 Timeline for conducting professional evaluation. Probationary teachers are evaluated yearly while designated as probationary and in the first year of non-probationary status. Thereafter, evaluations are to be conducted every three years. The exception to this is special evaluation, see article 10-8.</p> <p>10-3-1 Compensation as it relates to evaluation, Article 31-11 and ProComp Agreement, Articles 7.4.3 and 7.4.4</p> <p>10-4 Evaluators. The school principal is responsible for all evaluations in the school building and to use of the appropriate standards/criteria/rubric and form. When a teacher is assigned to more than one building, the home school principal must coordinate the evaluation with the appropriate principals or qualified managers. As necessary, the principal will identify a designated evaluator for each teacher, as well as other administrators who may be asked to conduct classroom observations. Designated evaluators work at the direction of the principal and they are responsible to the principal. Student Services Personnel are responsible for evaluations of their personnel as determined by the district, using the appropriate evaluation tool.</p> <p>10-4-1 To the extent required by state law, evaluators must hold a state principal/administrator license, be trained in evaluation skills that will enable him or her to make a fair, professional, and credible evaluation of the personnel whom he or she is responsible for evaluating.</p>	
<p>School's Replacement Policy</p>	<p>10-1: Evaluator refers to a supervisor who is responsible for the evaluation of personnel. While the principal will oversee all evaluations in the building, other evaluators as determined by the principal will have primary evaluation responsibilities for some personnel. The principal has the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations.</p> <p>10-3: Timeline: All teachers will receive at least one formal evaluation each year and/or be evaluated multiple times in each of the LEAP indicators within a given year.</p> <p>10-3-1: The School will participate in District Pro-Comp systems.</p> <p>10-4: The principal will oversee all evaluations to ensure the appropriate standards are being used. The principal has the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations.</p> <p>10-4-1: Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p>	
<p>School Proposal</p>	<p>Article 13-7 Hiring timelines,</p>	<p>Teaching: Human Resources Management: Hiring & Staff Assignments</p>

<p>Article Summary</p>	<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. <p>13-8 Personnel Committee.</p> <p>13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and Reduction in Building Staff (RIBS) at the school building.</p> <p>13-8-2 The Personnel Committee will be composed of the principal and three (3) teachers chosen by a vote of the faculty, and may have no more than two (2) parent(s) as member(s) appointed by the Collaborative School Committee.</p> <p>13-8-3 Teacher members will be chosen by the faculty.</p> <p>13-8-4 The Personnel Committee will make decisions by consensus...</p> <p>13-8-5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance...</p> <p>13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.</p>	
<p>School's Replacement Policy</p>	<p>13-7. The innovation school will not adhere to the district staffing cycle. 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 ensuring mutual consent between principals. Transfers will not receive priority consideration. The innovation school will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p>	
<p>School Proposal</p>	<p>Article 13-8 Personnel Committee</p>	<p>Teaching: Human Resources Management: Hiring & Staff Assignments</p>
<p>Article Summary</p>	<p>13-8 Personnel Committee.</p>	

	<p>13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and Reduction in Building Staff (RIBS) at the school building.</p> <p>13-8-2 The Personnel Committee will be composed of the principal and three (3) teachers chosen by a vote of the faculty, and may have no more than two (2) parent(s) as member(s) appointed by the Collaborative School Committee.</p> <p>13-8-3 Teacher members will be chosen by the faculty.</p> <p>13-8-4 The Personnel Committee will make decisions by consensus...</p> <p>13-8-5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance...</p> <p>13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.</p>	
<p>School's Replacement Policy</p>	<p>13-8. The school leader shall be responsible for hiring all staff and shall implement a hiring process that best meets the needs of the innovation school. Whenever possible, a hiring committee will be constructed by the principal to provide input into hiring decisions. To the extent possible, the hiring committee shall include representatives from staffing areas that will be affected by the new hire.</p> <p>All candidates must pass a DPS background check, which will be conducted through the district Human Resources process.</p> <p>The principal, in consultation with the BOA, will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. Once the principal determines that the school will undergo a RIBS, all candidates currently in the position being reduced will be considered and the principal, in consultation with the BOA, will make RIBS decisions based on performance, professionalism, and merit.</p>	
<p>School Proposal</p>	<p>Article 14-1: Summer School Teaching Positions</p>	<p>Teaching: Human Resource Management: Hiring & Staff Assignments</p>
<p>Policy</p>	<p>14-1 Summer School and Evening School. Summer and evening school programs shall be provided flexibility of design and implementation following the guidelines set forth below.</p> <p>14-1-1 Staffing. The purpose of all staffing procedures is to find the most suitable candidates for the teaching positions needed to run the summer school.</p> <p>14-1-1-1 Summer school teaching positions shall be posted.</p> <p>14-1-1-2 Postings shall include the following basic components: descriptions of any teaching position that may be included in the summer school, and an explanation of the selection process.</p> <p>14-1-1-3 All teaching positions in summer school programs will be filled first by teachers currently in the District.</p> <p>14-1-2 Compensation. Teachers will be paid for summer and evening work as provided in Article 32.</p>	
<p>Replacement Policy</p>	<p>The Innovation School will fill summer school positions with its own teachers to the extent possible. Should additional teachers be necessary, the school will fill those positions with the best possible candidates, not necessarily teachers currently in the District. Teachers will be compensated for summer school time as determined by BOA during the budgeting process.</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 accept direct placement of district employees who have had their contracts canceled. New staff members will be employed at the school based on their qualifications and fit with the school innovation plan and position requirements.</p>	
School Proposal	Article 25: Procedures for Arranging Job Sharing Assignments and Half-Time	Teaching: Human Resource Management: Staff Assignments
Policy	<p>25-1 Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent non-probationary teachers who wish to work only half-time. Procedures for assignment to a job sharing or half-time position will be available upon request from the Department of Human Resources.</p> <p>25-1-1 Application for a job sharing or half-time position must be made in writing to the Department of Human Resources by the published date.</p> <p>25-1-2 Teachers wishing to job share must find another teacher who also wishes to job share.</p> <p>25-1-3 Job share and half-time assignments, when possible, shall be for one (1) year at a time.</p> <p>25-1-4 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.</p> <p>25-1-5 To be effective, the job sharing or half-time assignments must be approved by the CSC at the school to which the teachers are assigned.</p> <p>25-2 Teachers will be notified of placement during the teacher staffing process.</p>	
School's Replacement Policy	<p>Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent teachers who wish to work only half time. Teachers who wish to request job sharing or half-time positions shall submit their request in writing to the school's principal. The principal, in consultation with the BOA, shall review and determine</p>	

	whether any requests for job sharing, or converting to half-time positions are approved or denied. All approved job sharing or half-time positions shall be for one (1) year at a time.	
CBA Article/Section	Article 32: Extra Duty Compensation	Teaching: Human Resources Management: Compensation
Article Summary	See Extra Duty Compensation schedule in Article 32 Various tables that specify compensation levels for activities that include: substitute pay, hourly rates, activity salaries with steps and schedules.	
School's Replacement Policy	As part of the budgeting process conducted each spring for the following school year, the principal, in consultation with the BOA, will determine extra duty compensation rates for extended day and year as well as any new or additional roles and responsibilities consistent with the innovation plan. In no event shall this determination be made later than March 15th for the following school year.	
CBA Article/Section	Article 7: Grievance Policy	Teaching: Human Resources Management
Article Summary	6 pages. Sections include: 1. Definitions, Purpose, Procedure (Level 1, Level 2, Level 3 Mediation/arbitration), Rights of teachers to representation, miscellaneous	
School's Replacement Policy	<p>The school shall maintain the following Grievance Policy:</p> <p>7-1 Definitions.</p> <p>7-1-1 A "grievance" shall mean a written complaint by a school staff member that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the School's Employment Contract or the School's Employee Handbook.</p> <p>7-1-2 Unless provided otherwise in this Agreement, all administrative procedures, practices and written personnel policies that affect staff are grievable.</p> <p>7-1-3 The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of the Employment Contract or School Handbook.</p> <p>7-1-4 An "aggrieved person" is a school staff member asserting a grievance.</p> <p>7-2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.</p> <p>7-3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to</p>	

expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

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

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

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

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

7-4 Miscellaneous. If the time limits for processing a grievance are not met by the administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved. The Department of Human Resources may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.

State Statute Waivers

WAIVER REQUESTS – COLORADO STATE STATUTES

School Proposal	Colorado State Statutes: Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel	Leadership: Human Resource Management: Teacher Evaluations
Policy	<p>(1.5) (a) A local board or board of cooperative services may adopt the state model performance evaluation system established by the rules promulgated by the state board pursuant to section 22-9-105.5 or may develop its own local licensed personnel evaluation system that complies with the requirements established pursuant to this section and the rules promulgated by the state board. If a school district or board of cooperative services develops its own local licensed personnel evaluation system, the local board or board of cooperative services or any interested party may submit to the department, or the department may solicit and collect, data related to said personnel evaluation system for review by the department.</p> <p>(4) (a) Except as provided in paragraph (b) of this subsection (4), no person shall be responsible for the evaluation of licensed personnel unless the person has a principal or administrator license issued pursuant to article 60.5 of this title or is a designee of a person with a principal or administrator license and has received education and training in evaluation skills approved by the department of education that will enable him or her to make fair, professional, and credible evaluations of the personnel whom he or she is responsible for evaluating. No person shall be issued a principal or administrator license or have a principal or administrator license renewed unless the state board determines that such person has received education and training approved by the department of education.</p>	
Replacement Policy	<p>The principal has the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations. Principal designated evaluators of professional staff members may or may not possess an administrative certificate issued by CDE. All evaluators will receive CDE approved training in evaluation skills by the school's principal. The school's evaluation system will meet the standards of Colorado Senate Bill 10-191.</p> <p>Evaluation instruments for all non-licensed evaluators who evaluate school staff including professional educators shall indicate on the evaluation whether or not the evaluator possesses an administrative certificate. The Superintendent or his/her designee shall review all evaluations conducted by non-licensed administrators when necessary and shall discuss with them procedure and form.</p> <p>The school's principal shall receive an annual evaluation by the Superintendent or his/her designee.</p>	

	All teachers will receive at least one formal evaluation each year and/or be evaluated multiple times in each of the LEAP indicators within a given year.	
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	22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties: (f) (I) To employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation...A board of a district of innovation...may delegate the duty specified in this paragraph (f) to an innovation school,	
Replacement Policy	Pursuant to state law, the DPS board will delegate the duty specified in this paragraph to the innovation school. The principal, in consultation with the BOA, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the Principal, in consultation with the BOA, shall determine the rate of pay during the budget cycle each Spring for the following year.	
School Proposal	Section 22-32-109(1)(g): Handling of Money	Governance: Budget
Policy	(g) To require any employee or other person who may receive into his custody moneys which properly belong to the district to deliver such moneys to the treasurer of the district, or to deposit such moneys in a depository designated by the board;	
Replacement Policy	In accordance with the innovation plan, the school may receive moneys and deposit such moneys into a school account. The School will establish an account with the district to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. The school will account for all moneys that it receives directly and will report to the DPS board.	
School Proposal	Section 22-32-109(1)(n)(I): Schedule and Calendar	Educational Program: Calendar and Schedule
Policy	(n) (I) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (I) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the	

	commissioner may waive the provisions of this subparagraph (I) upon application therefore by the board of education of the district.	
Replacement Policy	In accordance with the innovation plan, the school's principal, in consultation with the BOA, shall determine, prior to the end of a school year, the length of time the school will be in session during the following school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.	
School Proposal	Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Educational Program: Calendar and Schedule
Policy	(II) (A) The actual hours of teacher-pupil instruction and teacher-pupil contact specified in subparagraph (I) of this paragraph (n) may be reduced to no fewer than one thousand fifty-six hours for secondary school pupils, no fewer than nine hundred sixty eight hours for elementary school pupils, no fewer than four hundred thirty-five hours for half-day kindergarten pupils, or no fewer than eight hundred seventy hours for full-day kindergarten pupils, for parent-teacher conferences, staff in-service programs, and closing deemed by the board to be necessary for the health, safety, or welfare of students.	
Replacement Policy	In accordance with the innovation plan, the school's principal, in consultation with the BOA, shall determine, prior to the end of a school year, the length of time the school will be in session during the following school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.	
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	No later than 60 days before the end of the school year, the principal, in consultation with BOA, 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.	

	<p>A copy of the upcoming school-year calendar and school day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school’s website prior to May 1 of the prior academic year and a copy shall be provided to the school’s Instructional Superintendent. 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>	
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. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources. • The School will utilize district textbooks and/or equivalent learning materials, except for Spring Board English Language Arts, by course and grade level in each core academic area at a minimum as outlined in its innovation plan and approved by the District's Teaching and Learning Department through a supplementary process. <p>The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the BOA. Any interim changes must be approved by the Principal and Instructional Superintendent.</p>	
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	In accordance with the innovation plan, the school will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to the school the authority to develop a local plan for implementation of the CCSS and the CAS in a way that aligns to the school’s innovation plan. The school will use SprinBoard English Language Arts.	
School Proposal	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	In accordance with the innovation plan, the school's principal and the district evaluator shall jointly determine the required training or development of the principal and the administrative team. The principal and the administrative team will not be required to participate in district training not related to the innovation plan unless those trainings are agreed upon by the principal and district evaluator as part of the principal's professional development plan.	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception	Teaching: Human Resource Management: Hiring and Teacher Qualifications
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 be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title.</p>	
Replacement Policy	The school will employ highly qualified and licensed teachers for teaching of core content pursuant to the federal ESEA Act (in conjunction with the District's ESEA Flexibility Request). Teachers in all necessary areas will be highly qualified. The school may employ non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan. 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 22-63-206: 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 teacher. All transfers to positions at other schools of the school district shall require the consent of the receiving school.</p>	
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 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.	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule	Teaching: Human Resource Management: Compensation
Policy	(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.	
Replacement Policy	The school will adopt a salary schedule that will meet or exceed the district's salary schedule. The School's Principal, in consultation with the BOA, reserves the right to develop a supplemental compensation system separate from district policies to reimburse employees for extra duty pay as it may arise for activities that may include, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring, professional development or for performance incentive pay.	
School Proposal	22-63-402. Services - disbursements	Teaching: Human Resource Management: Teacher License
Policy	No order or warrant for the disbursement of school district moneys shall be drawn in favor of any person for services as a teacher, except for services performed for a junior college district or in an adult education program, unless the person holds a valid teacher's license or authorization from the department of education. Such license or authorization shall be duly registered in the administrative office of the school district wherein the services are to be rendered. A teacher shall hold a valid license or authorization during all periods of employment by a school district. A person who performs services as a teacher without possessing a valid teacher's license or authorization shall forfeit all claim to compensation out of school district moneys for the time during which services are performed without the license or authorization.	
Replacement Policy	The school may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA Act. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan. Prior to hiring any person, in accordance with state law the district shall conduct background checks.	