

<b>Overview of Replacement Waivers/Policies</b>	
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22-32-109(1)(n)(I)	22-63-401
22-32-109(1)(n)(II)(A)	22-63-402
22-32-109(1)(n)(II)(B)	
	22-9-106
22-63-201	22-32-109(1)(f)
22-63-202	22-32-109(1)(g)
22-63-203	22-32-109(1)(jj)
22-63-206	22-32-110(1)(h)
22-63-301	22-32-126
22-63-302	
<b>DPS Policies</b>	
GBEBA & GBEBA-R	
BDF and BDF-R4 (formerly BDFH)	
GCF/GDF	
KHBA (formerly DF & DF-R)	
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**STATE STATUTES**

*Note: Zone-wide modifications to replacement policies have been bolded.*

Policy ID	Replacement Policy	
<p><a href="#"><u>22-9-106</u></a></p>	<p>The School’s evaluation system will meet or exceed the minimum standards of the Licensed Personnel Performance Evaluation Act. The school will have the authority to adapt LEAP or adopt an alternative evaluation system, provided such system meets the standards of the Licensed Personnel Performance Evaluation Act and is approved by the District. The School will have the authority to designate personnel who do not have administrative licenses to conduct teacher evaluations.</p> <p><b>The LLN shall support the District by evaluating leaders of the school while it is in the Zone and make recommendations for retention or dismissal to the DPS Board of Education. LLN will use district evaluation procedures [i.e. LEAD], but adapt the sub-standards so they are in alignment with the instructional program at the school, and define the performance metrics for school leaders that are compliant with applicable state law, including the Licensed Personnel Performance Evaluation Act, which will be reviewed annually.</b></p>	
<p><a href="#"><u>22-32-109 (1)(f)</u></a></p>	<p>The School has the authority to select staff and set rates of pay (interacts with 22---63---201 and 22---63---206). The School has the authority to select teaching staff directly and set rates of pay based on School policies, so long as the school follows the HR process for setting pay and gets HR approval. The School will meet or exceed the rates of pay set in the DPS/DCTA Collective Bargaining Agreement, including ProComp.</p> <p><b>School Leaders shall have authority over his or her own hiring, staffing, and other</b></p>	

	<p>talent-related decisions as set forth in the Innovation School Plan. However, a decision to terminate a teacher contract during the school year will be subject to review pursuant to DPS Policy GDQD and Regulation GDQD-R.</p> <p>The LLN shall support the District by recommending candidates to serve as principals of IZ Schools, subject to the District’s employment authority, and the District’s consent shall not be unreasonably withheld, conditioned or delayed. Such recommendations must be permissible under the terms of the individual school innovation plans and the Zone plan. If the District disagrees with a recommendation by LLN and the parties cannot resolve the dispute, either party may escalate any disputes to the DPS Board of Education.</p> <p>The District will not take action regarding the selection, retention or removal of school leaders without seeking the approval of LLN. If the parties fail to agree, either party may bring the dispute to the DPS Board of Education.</p>	
<p><a href="#">22-32-109 (1)(g)</a></p>	<p>The School has the authority to manage its receipt of money and will meet performance expectations provided by the District. The District may conduct an annual audit and require the School to provide quarterly trial balances to the Office of Budget.</p> <p><b>The school will account for all moneys that it receives directly and will report to the LLN CEO/administrative team and Board of Directors, and those funds shall be reflected in school-level DPS budgets. Funds held by the school are assets of DPS.</b></p> <p>LLN may receive direct contributions from</p>	

	<p>any source, and may engage in fundraising on its own behalf as well as on behalf of the IZone and IZone Schools. Such funds shall be the sole and exclusive property of LLN (unless in the event of dissolution, in which case any remaining assets would revert to the district) and shall not in any way reduce allocations to the school as part of DPS annual budgeting.</p>	
<p><b><u>22-32-109</u> (1)(jj)</b></p>	<p>The LLN will support the District by evaluating leaders of the school while it is in the Zone and make recommendations for retention or dismissal to the DPS Board of Education. LLN will use district evaluation procedures [i.e. LEAD], but adapt the sub-standards so they are in alignment with the instructional program at the school, and define the performance metrics for school leaders that are compliant with applicable state law, including the Licensed Personnel Performance Evaluation Act, which will be reviewed annually. School leaders shall be exempt from district training, unless such practices or requirements are adopted to ensure compliance with applicable, non-waived, legal obligations, or in cases when the BOE determines that the practice or requirement applies to all District managed schools and has not been subject to waiver.</p>	
<p><b><u>22-32-110</u> (1)(h)</b></p>	<p>The DPS board delegates the power specified in this paragraph (h) to the school leader. All process for dismissal must meet the minimum standards established in District policy GDQD and GDQD-R.</p> <p><b>The LLN will support the District by recommending termination of school leaders to the DPS Board of Education, as needed, while the school is part of the Zone. LLN shall further support the District by recommending candidates to</b></p>	

	<p><b>serve as leaders of Zone schools. The LLN recommendations are subject to the District’s employment authority, provided, however, that the LLN recommendation shall be followed by the District unless there is clear and convincing reasons otherwise, with such reasons provided to LLN in writing. Such recommendations must be permissible under the terms of the individual school plans and the Zone plan. If the parties cannot agree on a LLN recommendation, either party may escalate any disputes to the DPS Board of Education.</b></p> <p><b>The District will not take action regarding the selection, retention or removal of school leaders without seeking the approval of LLN. If the parties fail to agree, either party may bring the dispute to the DPS Board of Education.</b></p>	
<p>Section 22-32-109(1)(n)(I): Schedule and Calendar</p>	<p>The School has the authority to determine its own annual calendar and daily schedule, provided it meets or exceeds minimum statutory requirements.</p> <ul style="list-style-type: none"> <li>• School has the authority to determine the number of professional development days, days off, and late starts/early release days.</li> </ul>	
<p>Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher---Pupil Instruction and Contact</p>	<p>In accordance with the innovation plan, the school’s principal in consultation with the IAT shall determine, prior to the end of a school year, the length of time the school will be in session during the next following school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In addition the school calendar will not exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval. In no event shall the calendar or</p>	

	<p>schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>	
<p>Section 22-32-109 (1)(n)(II)(B): School Calendar</p>	<p>The School’s annual calendar will meet or exceed the minimum standards for the District and state. The School has the authority to develop its own annual calendar that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.</p> <ul style="list-style-type: none"> <li>• No later than 60 days before the end of the school year, the principal, in consultation with the IAT, 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</li> </ul>	
<p><a href="#"><u>22-32-126</u></a></p>	<p>LLN shall support the District by recommending candidates to serve as leaders of Zone schools. The LLN recommendations are subject to the District’s employment authority, provided, however, that such recommendations shall be followed by the District unless there is clear and convincing reasons otherwise, with such reasons provided to LLN in writing. Such recommendations must be permissible under the terms of the individual school plans and the Zone plan. If the District disagrees with a recommendation by LLN, and the parties cannot resolve the dispute, either party may escalate any disputes to the DPS Board of Education.</p> <p><b>The District will not take action regarding the selection, retention or removal of school leaders without seeking the approval of LLN. If the parties fail to agree, either party may bring the dispute to the DPS Board of Education.</b></p>	

<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63- 201: Employment- License Required- Exception</p>	<p>The school will employ licensed teachers for teaching of core content. Core content teachers that are the primary provider of instruction will be highly qualified in their particular content area(s), Language Arts; Math; Science; Foreign language; Social Studies (Civics, Government, History, Geography, Economics); Arts (Visual Arts, Music).</p> <p>The school may employ <b>non-licensed teachers for supplemental and enrichment instruction</b> consistent with the innovation plan and the DPS board may enter into employment contracts with non-licensed teachers and/or administrators at the school as necessary to implement the school’s innovation plan. All teachers will, at a minimum, hold a bachelor’s degree.</p>	
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202, C.R.S.: Contracts in Writing Duration Damage Provision</p>	<p>The School has the authority to issue its own employment offer letters. The School’s employment offer letter will outline the terms of employment. (see attached ) In addition, however, teachers at the school will sign a contract with Denver Public Schools.</p>	
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203, C.R.S.: Probationary Teachers – Renewal and Nonrenewal of Employment</p>	<p>Teaching staff will receive annual contracts. The annual contract expires at the end of each contract year. All contracts will be in writing. Mutual terminations will be negotiated between the teacher and the school principal. If an employee intends to terminate a contract after the beginning of the academic year, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the</p>	

Contract	<p>employment contract.</p> <p>The school principal has the authority to make employment offers to qualified candidates. Termination of all staff mid-contract will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. The school will not provide first opportunity to interview rights to priority hiring pool candidates, but will consider them for employment. The school will not contribute teachers to the district hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district.</p>	
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206, C.R.S.: Transfer of Teachers – Compensation	<p>The School is not subject to the transfer of teachers within, into or out of the school by the District; the School’s leadership has the authority to make all decisions regarding transfers within the School. 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.</p>	
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal	<p>All teachers will be employed on an annual contract. This contract can be non-renewed at the end of the contract term for any lawful reason. In all situations related to teacher dismissal except for non-renewal of annual contracts, a teacher may only be dismissed for cause in accordance with the dismissal policies outlined in the replacement policy for 22-63-302.</p>	
Teacher Employment, Compensation and Dismissal Act	<p>All teachers will be employed on an annual contract. This contract can be non-renewed at the end of the contract term for any lawful reason. In all situations</p>	



of 1990 Section 22-63-302: Procedures for Dismissal of Teachers and Judicial Review	related to teacher dismissal except for non-renewal of annual contracts, a teacher may only be dismissed for cause in accordance with the dismissal policies outlined in DPS Policy GDQD and Regulation GDQD-R.	
Section 22-32-126	School leaders shall be hired according to an annual contract issued by Denver Public Schools	
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule	The School has the authority to determine its own compensation system for all employees, The school may adopt a salary schedule that will meet or exceed the DPS salary schedule. The School's compensation system is subject to review and approval by the DPS HR department.	
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-402: License, Authorization of Residency Required in Order to Pay Teachers	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 this policy. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.	

**DISTRICT POLICIES**

Note: Zone-wide modifications to replacement policies have been bolded.

Policy ID	Replacement Policy
<p><b>BDF and BDF-R4</b> (formerly BDFH)</p>	<p><b>Each member school of the IZone will maintain a CSC, or an equivalent, as described in their school’s innovation plan, that will make recommendations on school-based school leader hiring, school budget, and school calendar to the LLN Board on an annual basis.</b></p> <p>As described in the Innovation Plan, C3’s Collaborative School Committee will be replaced by an Innovation Accountability Team (IAT) to support the implementation of the Innovation Plan.</p> <p>The Innovation Accountability Team (IAT), which includes four elected parent representatives, four elected teachers, one community member, one staff member and Principal Partner (composition can change based on IAT bylaws and vote of IAT), meets monthly and provides input on school operations and accountability for implementing the Unified Improvement Plan and Innovation Plan. The IAT receives regular student achievement updates.</p> <p><b>Additionally, each IZone member school will have representation on an IZone-wide “Council” that will make recommendations to the LLN staff and LLN Board on intra-IZone activities and priorities each year.</b></p> <p><b>The Luminary Learning Network under the authority of its Board of Directors (“LLN Board”) shall oversee and support<sup>1</sup> the IZone Schools. LLN shall be an independent Colorado nonprofit corporation and a supporting organization under the Internal Revenue Code. The LLN Board shall be a self-perpetuating Board of Directors comprised of nine (9) members (each a “Director”) as follows: five (5) individuals representing the interests of the community (“Community Representatives”) who will select and appoint successor Community Representatives; two (2) Principals selected by the IZone Schools; and two (2) District leaders (including possibly members of the BOE and/or the Superintendent) (“District Leaders”).</b></p>
<p><b>KHBA</b> (formerly DF &amp; DF-R)</p>	<p>The School shall have the ability to request and secure school-based sponsorships independent of the district according to the following policies:</p> <ol style="list-style-type: none"> <li>1. The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school.</li> <li>2. The sponsorship will not alter any district owned resources unless permission is granted by the district.</li> </ol>

<sup>1</sup> LLN shall have the authority to decide all matters of administrative or supervisory detail in connection with the operation and maintenance of IZone Schools as long as these matters are not in conflict with the law or with DPS Board of Education policy. LLN shall have the freedom to create an administrative structure for supervision and accountability throughout the zone. LLN shall have the authority to decide all matters of administrative or supervisory detail in connection with the operation and maintenance of the Zone.

	<p>3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff.</p> <p><b>LLN may receive direct contributions from any source, and may engage in fundraising on its own behalf as well as on behalf of the IZone and IZone Schools. Such funds shall be the sole and exclusive property of LLN (unless in the event of dissolution, in which case any remaining assets would revert to the district) and shall not in any way reduce allocations to the schools as part of DPS annual budgeting.</b></p>
<p><a href="#">GCF/GDF</a></p>	<p>School has the authority to develop and implement its own policies and procedures for hiring staff, including creating a hiring schedule that best meets the needs of the School. The School has the authority to adopt policies and procedures to ensure that background checks are completed for all personnel.</p> <p><b>The LLN has the authority to recruit candidates on behalf of all Zone schools using processes, channels, and timelines of its creation. All hiring of staff will be processed by the District in a rapid and timely manner.</b></p>
<p>GBEBA: Staff Dress, Accessories and Grooming for Certificated Staff (Teachers)</p>	<p>DRESS CODE At C3 during the work day and any time employees attend work-related activities, employees shall appear in appropriate, professional dress. Examples of professional attire include, but are not limited to, collared shirts, dress slacks, dress coordinates, suits, dresses, ties, and sport coats. In hot weather knee length dress shorts for men and women are acceptable. However, no halter tops, spaghetti straps or low cut shirts/blouses/tank tops. As aligned with student dress flip-flops are not acceptable. Please be aware of the student dress code and address as needed.</p> <p>On Fridays we wear our C3 t-shirts and jeans.</p>
<p>GBEBA---R: Staff Dress, Accessories and Grooming for Certificated Staff (Teachers) Procedure</p>	<p>At C3 during the work day and any time employees attend work-related activities, employees shall appear in appropriate, professional dress. Examples of professional attire included, but are not limited to, collared shirts, dress slacks, dress coordinates, suits, dresses, ties, and sport coats. In hot weather knee length dress shorts for men and women are acceptable. However, no halter tops, spaghetti straps or low cut shirts/blouses/tank tops. As aligned with student dress flip-flops are not acceptable. On Fridays we wear our C3 t-shirts and jeans.</p>

Policy ID	New Replacement Policy
Article 1---2 Definition of Teacher	<p>The term “teacher” will include teaching personnel who are licensed by the CDE as well as teaching personnel who are not licensed and are providing supplemental or enrichment instruction. All core content teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competency for their assignment in compliance with the Elementary and Secondary Education Act (ESEA); however, noncore teachers may or may not be required to hold a CDE teacher’s license.</p>
Grievance (Article7): Establish Dispute Resolution Procedures	<p>The Principal Partners, Administrator Partners, faculty and staff at C3 are committed to adopting a collaborative process to solving problems in good faith and at the lowest possible level. If faculty or staff members believe that the terms of the Innovation Plan have been violated or they have a dispute that they want resolved, they are expected to raise the matter with the Principal Partner. If a complaint is received about a teacher or a teacher has committed an act that warrants corrective action, the Principal Partner will determine the appropriate action.</p> <p>If the dispute is not resolved to the satisfaction of the faculty or staff member, an appeal may be made to the DPS Department of Human Resources, so long as the complaint is made within 7 days following the meeting with the Principal Partner. In any appeal, the faculty member is entitled to representation by the Association</p>
Professional Standards (Article 8): Sets Teacher Calendar, Work Year, Work Week, Work Day, Class Size and Teaching Load	<p>The School has the authority to develop its own annual calendar that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.</p> <p>No later than 60 days before the end of the school year, the principal, in consultation with the IAT, 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.</p> <p>There are a variety of committees that support additional programs, activities and initiatives at C3. Every teacher should serve on at least one committee.</p> <p>As part of the work year at C3 there is the expectation of teacher participation at a minimum of 4 enrollment or community events including back to school night.</p> <p>All classes at C3 are not to exceed 25 students if possible depending on</p>

	<p>seats accepted as set in our original acceptance and innovation plan.</p> <p>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.</p> <p>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>Committees (Articles 5, 13, 29): Development Committee (5---4---1) and Personnel Committee (13---8)</p>	<p>The school has the authority to create committees that align with the Innovation Plan. Committees are described in the IAT bylaws as below. Additional committees are created yearly by the principal and admin team as needed. All teachers must serve on at least one committee. In addition to the Innovation Accountability Team (IAT) several committees are in place to support the vision and mission of the school. These committees include:</p> <p><b>The School Leadership Team</b></p> <p>The School Leadership Team reviews data and collaborates on the development of the UIP and professional development among its responsibilities. The School Leadership Team is comprised of administrative partners and teacher leaders.</p> <p><b>Personnel Selection Committee</b></p> <p>The Personnel Selection Committee stands apart from the IAT but may contain some of the same members. The purpose of this committee is to provide input into hiring decisions.</p> <p><b>Advisory Council</b></p> <p>The Advisory Council serves as a liaison to the community at large, looking for opportunities to promote and market C3 and its mission in the community. It also focuses on school financial needs and how to support them, including researching grant opportunities. It is comprised of the Administrative Partners, teacher leaders, parents, community partners, and community members.</p> <p><b>PTSA</b></p> <p>. This committee is open to anyone who wants to join and focuses on fundraising and event planning for parents, teachers and students Membership dues are required to vote for board members but not to</p>

	<p>participate in PTSA related activities. Fundraising through PTSA supports PTSA led activities at C3. Some funds could be given directly back to the school as determined by the PTSA.</p> <ul style="list-style-type: none"> <li>• At any time, the IAT committee may create task forces, or standing subcommittees to facilitate the completion of the IAT's work and support C3's mission and vision.</li> </ul>
<p>Teacher Evaluation (Article 10): Describes the Evaluation Process for Teachers</p>	<p>C3 is currently using the LEAP system at DPS but the School has the authority to create its own evaluation system, provided such system meets the standard provisions of SENATE BILL 10--- 191 and is approved by the District.</p> <p>Evaluator refers to supervisor who is responsible for the valuation 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.</p> <p>10-2: The school has only one type of evaluation which applies to all teachers. 10-3: Timeline: All teachers will be evaluated at least once annually. 10-4: The principal will oversee all evaluations to ensure the appropriate standards are being used. As necessary, the principal will identify a designated evaluator for each teacher from amongst other members of the administration team or staff. 10-4-1: Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p> <ul style="list-style-type: none"> <li>• Teachers who are not performing satisfactorily shall be placed on the school's performance improvement plan. Once a teacher has received a performance improvement plan from the school's principal the school leader will identify areas for improvement with the teacher, give the teacher notice of these areas for improvement in writing, and conduct weekly observations with written feedback. If, after 30 teacher contact days, the teacher fails to make sufficient progress under the plan, the teacher's unsatisfactory performance will constitute cause for terminating the annual contract before the end of the school year.</li> </ul>
<p>Article 11: Complaints Against Teachers/Administrative Leave/Corrective Action</p>	<p>Appropriate corrective action may be issued by the Principal Partner at any time. Progressive discipline or a sequence of escalating disciplinary actions is not required.</p> <p>If a teacher subject to corrective action, the teachers shall be entitled to the District's basic fairness and due process guidelines.</p>

<p>Assignments, Schedules and Transfer (Article 13): Describes District and School Procedures for Transfer and Reassignment of Teachers</p>	<p>The School has the authority to implement recruitment and selection policies and procedures that support the Innovation Plan. The school will not adhere to the district staffing cycle; it will post vacancies when they become open. The school will work with their HR partner 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 not be required to participate in District hiring fairs or give any teacher priority over another because of the teacher’s status in the District. The innovation school will not be required to accept direct placements from the district; however, the school leader reserves the right to consent to a district placed teacher if, at the sole discretion of the school leader, such a placement would benefit the school.</p>
<p>Summer school teaching positions (Article 14): Restricts Hiring Process and Moves Decision--- Making for Hiring Teachers Offsite (14---1- -- 1---1,14---1- --1--- 2,14---1---1---3)</p>	<p>If summer school is offered, the School has the authority to hire teachers for summer programs. The 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 agreed upon in the innovation plan.</p>
<p>Job Sharing and Half--- Time (Article 25): Procedures for Arranging Job---Sharing Assignments and Half Time</p>	<ol style="list-style-type: none"> <li>1. The School has the authority to make decisions regarding job sharing and less than full time employment to support the Innovation Plan.</li> <li>2. Job sharing, or converting from a full-time employee to a half-time or portion there of 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 to the school’s principal. The principal in consultation with the IAT shall review and determine whether any requests for job sharing, or converting to half-time positions are approved or denied. All approved job sharing or half-time positions shall be for one (1) year at a time.</li> </ol>
<p>Compensation for Unused Sick Leave (Article 31---12)</p>	<p>C3 employees may enroll in the District’s Sick Leave Bank program in accordance with the District’s existing process (Article 21-1-4). C3 teachers may also be compensated for unused sick leave (Article 21-1-7, Article 31-</p>

	10)
Extra Duty Comp. (Article 32.): Sets Rates for Extra Duty Compensation	C3 has the authority to determine its own compensation structure for additional work or outside of regular school year or days. As part of the budgeting process each spring for the following school year, the principal 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. Compensation guidelines will be agreed upon, and communicated in advance in offer letters and in emails to current staff by April 15 each year as needed.