

**Innovation Waiver and Replacement Policies for DC21 March 17, 2014**

**District Policy Waivers**

	<b>Policy Waived</b>	<b>Area of Impact</b>
School Proposal 1	<b>BDFH: Collaborative School Committees</b>	<b>School Governance</b>
DC21 Replacement	<p>DC-21 will utilize a <b>Student Engagement Team (SET)</b> as its primary participatory governance structure. The SET will be comprised of the Principal, Assistant Principal, Dean, and 3 teacher representatives, plus 1 school specialist (counselor, social worker, psychologist). The SET will meet at least once a month to address matters including but not limited to:</p> <ul style="list-style-type: none"> <li>• Instruction, assessment, student learning outcomes, and student success</li> <li>• insure its alignment between the UIP and the school's program design</li> <li>• School culture and climate</li> <li>• Professional development</li> <li>• Budget, finance, and resource development</li> <li>• Recruitment and hiring</li> <li>• Family and community engagement</li> </ul> <p>In addition to the SET, DC-21 will create a <b>Collaborative School Advisory Committee (CSAC)</b> that will include representatives from the SET and be expanded to include 2 parents, 2 students and 2 community representatives. Parents will be recruited to represent the broad range of DC-21 students. Community representatives will be recruited to provide guidance and assistance in developing resources that directly support the mission and academic and social skills building components of DC-21. The full CSAC will meet on a quarterly basis to provide advice and feedback to DC-21 primarily with regard to the academic success of our students, and the development of a strong resource base to support the overall instruction at DC-21.</p>	
School proposal 2	<b>CFBA: Evaluation of Evaluators</b>	<b>Human Resource Management: Teacher Evaluation</b>
DC21 Replacement Policy	<p>The principal has the authority to identify, prepare, and designate school administrators to conduct staff evaluations. Administrators who evaluate 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 administrators 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 shall discuss with them procedure and form. The school's principal shall receive an annual evaluation by the Superintendent or his/her designee.</p>	

School Proposal 3	<b>DF &amp; DF-R: Revenue from Non Tax Sources</b>	<b>Budget</b>
DC21 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"> <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> <li>3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff.</li> <li>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 Ashley Elementary or because it would be in conflict with existing fund regulations (such as federal grants).</li> </ol>	
School Proposal 4	<b>GBEBA: Staff Dress, Accessories and Grooming for Certificated Staff (Teachers)</b>	<b>Human Resource Management: Dress Code</b>
DC21 Replacement Policy	<p>The professional appearance of school staff members includes dress, accessories, body adornments, and grooming. Appropriate professional appearance reinforces a shared- vision of the school. Therefore, all staff must exercise appropriate judgment in their choice of professional appearance for work or work-related activities by always appearing in a manner:</p> <ul style="list-style-type: none"> <li>• that is appropriate to the situation</li> <li>• that promotes ideals of respecting others, respecting self and respecting the environment</li> <li>• that demonstrates a readiness to work in all of the school's environments</li> <li>• that promotes a working and learning environment that is free from unnecessary disruption, and</li> <li>• that is conducive to high student and staff performance.</li> </ul> <p>During the work day and any time employees attend work-related activities, employees shall appear in appropriate dress. Items that are not acceptable in the workplace shall be identified in an annual school dress code by the school principal. The principal is delegated the authority and bears the responsibility for ensuring compliance with the school dress policy and is expected to counsel employees upon initial infractions and implement further disciplinary procedures when violations continue to persist.</p>	
School Proposal 5	<b>GBEBA-R: Staff Dress, Accessories and Grooming for Certificated Staff (Teachers) Procedure</b>	<b>Human Resource Management: Dress Code</b>
DC21 Replacement Policy	<p>The professional appearance of school staff members includes dress, accessories, body adornments, and grooming. Appropriate professional appearance reinforces a shared- vision of the school. Therefore, all staff must exercise appropriate judgment in their choice of professional appearance for work or work-related activities by always appearing in a manner:</p> <ul style="list-style-type: none"> <li>• that is appropriate to the situation</li> <li>• that promotes ideals of respecting others, respecting self and respecting the environment</li> <li>• that demonstrates a readiness to work in all of the school's environments</li> </ul>	

	<ul style="list-style-type: none"> <li>• that promotes a working and learning environment that is free from unnecessary disruption, and</li> <li>• that is conducive to high student and staff performance.</li> </ul> <p>During the work day and any time employees attend work-related activities, employees shall appear in appropriate dress. Items that are not acceptable in the workplace shall be identified in an annual school dress code by the school principal. The principal is delegated the authority and bears the responsibility for ensuring compliance with the school dress policy and is expected to counsel employees upon initial infractions and implement further disciplinary procedures when violations continue to persist.</p>	
School Proposal 6	<b>GBEBB: Dress Code for Non-Teaching Staff</b>	<b>Human Resource Management: Dress Code</b>
DC21 Replacement Policy	<p>The professional appearance of school staff members includes dress, accessories, body adornments, and grooming. Appropriate professional appearance reinforces a shared- vision of the school. Therefore, all staff must exercise appropriate judgment in their choice of professional appearance for work or work-related activities by always appearing in a manner:</p> <ul style="list-style-type: none"> <li>• that is appropriate to the situation</li> <li>• that promotes ideals of respecting others, respecting self and respecting the environment</li> <li>• that demonstrates a readiness to work in all of the school's environments</li> <li>• that promotes a working and learning environment that is free from unnecessary disruption, and</li> <li>• that is conducive to high student and staff performance.</li> </ul> <p>During the work day and any time employees attend work-related activities, employees shall appear in appropriate dress. Items that are not acceptable in the workplace shall be identified in an annual school dress code by the school principal. The principal is delegated the authority and bears the responsibility for ensuring compliance with the school dress policy and is expected to counsel employees upon initial infractions and implement further disciplinary procedures when violations continue to persist.</p>	
School Proposal 7	<b>GCB: Professional Staff Contracts and Compensation</b>	<b>Human Resources Management: Hiring, Compensation, Job Descriptions</b>
DC21 Replacement Policy	<p>The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified by the DC21 innovation plan that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; offer letters of agreement; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. DC21 will offer letters of agreement to all employees. The district HR office will work with DC21 to ensure staff letters are consistent with the approved innovation plan. Teacher’s employment with DC-21 and the Denver Public Schools will be “at-will” and will not be subject to the Teacher Employment Compensation and Dismissal Act of 1990, § 22-63-101, <i>et seq.</i> The teacher will have a right to end his/her work relationship with DC-21 and the Denver Public Schools for any reason at any time. DC-21 and the Denver Public Schools will have the right to end the work relationship with the teacher at any time in accordance with personnel policies in the Employee Handbook.</p> <p>Teachers employed by the Denver Public Schools who obtained non-probationary status in</p>	

	<p>the Denver Public Schools prior to their employment at DC-21 will be at-will as described in the preceding paragraph. Such teachers will regain their non-probationary status with DPS upon securing, without break in service, a mutual consent position within another DPS school. Such teachers will have the right to participate in the DPS staffing cycles available to all DPS teachers, but will not be guaranteed placement in any other school or further employment beyond their employment at DC-21 if they do not secure a position through mutual consent.</p> <p>Staff at DC-21 will receive compensation through additional salary for working extended year and extra duties activities.</p> <p>This compensation package will have, as its foundation, the salary system established in the DPS/DCTA ProComp Agreement. All full time employees at DC-21 will participate in the Denver Public Schools Retirement System (DPSRS), now PERA. Should any staff or faculty member transfer from DC-21 to another DPS assignment, all pension benefits will be portable and there shall be no loss of benefit.</p>	
School Proposal 8	<b>GCF: Professional Staff Hiring</b>	<b>Human Resource Management: Hiring</b>
DC21 Replacement Policy	<p>DC21 will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <p>DC21 will work with the district HR office to post teaching positions through the district website. The school will also engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels, but will require that any interested candidates apply through the district site. All eligible applications for posted teaching positions will be provided to the school principal for selection using locally-designed processes.</p> <p>DC21 will receive applications and consider candidates from the direct placement process; however, the school shall not be required to select teachers through direct placement or to alter the hiring schedule or selection process in a way that gives preference to direct placement teachers.</p> <p>The DC21 principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate.</p> <p>Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate but all necessary core teachers shall be Highly Qualified Teachers. Background checks will be administered using the existing systems and processes for the district.</p> <p>DC21 Elective teachers do not need to be highly qualified in their content area but do need to hold a Colorado Teaching Certification.</p>	
School Proposal 9	<b>GCF-2: Professional Staff Hiring (Athletic Coaches)</b>	<b>Human Resource Management: Hiring</b>
DC21 Replacement Policy	<p>DC21 will have autonomy to recruit athletic coaches and other independent contractors for coaching positions, and to make offers to candidates outside of the traditional district hiring calendar.</p> <p>DC21 will work with the district HR office to post coaching 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 coaching positions will be provided to the school principal for selection using locally-designed processes.</p>	

School Proposal 10	<b>GCID: Professional Staff Training, Workshops and Conferences</b>	<b>Human Resource Management: Professional Development</b>
DC21 Replacement Policy	<p>For purposes of this policy, the SET will determine guidelines and rationale for attendance of school personnel at professional meetings. The school's professional development plan is specified in the innovation plan. The school will determine the value of all staff training, workshops, and conferences as it relates to the school's mission and vision. All of the school's professional development shall be approved by the school's principal and the SET. The school retains the option to participate or not participate in any professional development programs offered by the district. . The budgetary allocation of departmental travel accounts shall not be construed as automatic approval for expenditure. Travel outside the continental United States shall be considered only as an exception.</p>	
School Proposal 11	<b>GDD: Support Staff Vacations and Holidays</b>	<b>Calendar &amp; Schedule</b>
DC21 Replacement Policy	<p>Professional technical and nonaffiliated staff: Vacations and holidays for professional technical and nonaffiliated staff members shall be those determined by the officially adopted DC21 school calendar.</p> <p>DC21 will follow the DPS DSSN School Calendar for designated observed holidays and scheduled breaks. <b>Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.</b> If and employee extends a holiday/break, you may be required to provide a Doctor's note. If a doctor's note is not provided, employee may be docked pay for the time they are absent from their professional responsibilities.</p> <p>Facility managers: Facility managers shall be granted 15 days of paid vacation per year. Those who have completed 15 years of continuous service...shall be granted and five additional days of vacation for a total of 20 days. Holidays for facility managers shall be those determined by the officially adopted school calendar for 245-day classified employees.</p>	
School Proposal 12	<b>GDF-R: Selection, Appointment, and Reappointment of Full-time Classified Employees-Procedures</b>	<b>Human Resource Management: Hiring, Re-Appointment</b>
DC21 Replacement Policy	<p>The school will have the ability to engage in extended outreach for classified positions and have the ability to consider candidates who express a desire to apply for position vacancies. DC 21 will work with the district HR office to post classified positions through the district website. The school may also choose to engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels as they deem appropriate. The school's principal will be provided with all applications for classified positions and will make a selection using school-based processes. Background checks will follow the traditional process. The school will not be required to accept an appointment of a classified employee from the district.</p> <p>The term "classified employee" ...shall be deemed to include, each DPS employee assigned to a full-time position listed in the salary and classification schedules for classified employees as maintained by the Department of Human Resources. No position requiring Department of Education certification or license shall be considered a classified position. Employees on the administrative and managerial salary schedules are not subject to the provisions of this policy.</p>	

School Proposal 13	<b>GDI: Support Staff Probation, Tenure and Seniority</b>	<b>Human Resources: Hiring and Dismissal</b>
DC21 Replacement	All classified employees hired by DC21 after the approval of the innovation plan will be “at will” and will not be eligible to attain the status of continuing service.	
School Proposal 14	<b>GDJ and GDJ-R: Support Staff Assignments and Transfers (Including Facility Managers)</b>	<b>Human Resource Management: Staff Assignments and Transfers</b>
DC21 Replacement Policy	DC21’s SET team has the authority to make decisions regarding staff assignments and transfers within the school. In collaboration with DPS Department of Human Resources, the school has the authority to develop a process for current employees to apply for District assignments for which they are qualified.	
School Proposal 15	<b>GDK: Support Staff schedules and Calendars</b>	<b>Calendar and Schedule</b>
DC21 Replacement Policy	<p>Professional technical and nonaffiliated staff: Vacations and holidays for professional technical and nonaffiliated staff members shall be those determined by the officially adopted DC21 school calendar. DC21 has the authority to develop a support staff calendar that aligns with our Innovation Plan Calendar and schedule and meets or exceeds the minimum standards of the District.</p> <p>DC21 will follow the DPS DSSN School Calendar for designated observed holidays and scheduled breaks. <b>Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.</b> If and employee extends a holiday/break, you may be required to provide a Doctor’s note. If a doctor’s note is not provided, employee may be docked pay for the time they are absent from their professional responsibilities.</p>	
School Proposal 16	<b>GDQD and GDQD-R: Dismissal of Full Time Classified Employees and Licensed Service Providers</b>	<b>Human Resources: Dismissals</b>
DC21 Replacement Policy	<p>All classified employees are “at-will” employees.</p> <p>The term "classified employee" as used in this policy shall be deemed to mean, and include, each Denver Public Schools employee assigned to a full-time position listed in the salary and classification schedules for classified employees as maintained by the Department of Human Resources. No position requiring Department of Education certification or license shall be considered a classified position. Employees on the administrative and managerial salary schedules are not subject to the provisions of this policy.</p> <p>These procedures are an effort to maintain fair and equitable treatment of classified employees. The procedures do not change the at-will status of classified employees. (These procedures apply to "classified employees" only as defined in policy GDQD).</p> <p>I. Dismissal Procedures Classified Employees and Licensed Service Providers</p> <p>No classified employee will be dismissed until he/she has been notified by one of his/her supervisors of the supervisor's intent to recommend dismissal to the Superintendent or his/her designee. The supervisor will inform the employee of the grounds for the recommended dismissal and will give the employee a reasonable opportunity to respond within three scheduled working days, unless extraordinary circumstances require additional</p>	

	<p>time. If the employee does not request the hearing within three (3) scheduled working days, the termination will be considered final. If the supervisor decides to proceed with the dismissal recommendation, the supervisor will provide the employee with written notice of the ground(s) for the dismissal recommendation.</p> <p>2. If the employee makes a timely request for a post-termination hearing, then the Human Resources administrator shall conduct the hearing within ten (10) scheduled working days of the receipt of the request for hearing, unless extraordinary circumstances require additional time.</p> <p>i. The Human Resources administrator shall review the supervisor's decision in order to determine if there are facts that demonstrate that any of the ground(s) specified in the notice of dismissal recommendation provided the employee are present. The Human Resources administrator shall issue a decision in writing affirming, modifying, or reversing the dismissal recommendation. The decision shall be rendered within five (5) working days of the hearing, unless extraordinary circumstances require additional time.</p> <p>ii. If the Human Resources administrator affirms the dismissal recommendation, the recommendation will be forwarded to the Superintendent or his / her designee for final action. If the Superintendent or his/her designee does not uphold the recommendation for dismissal, the employee shall be entitled to back pay.</p> <p>II. Additional Related Procedures</p> <p>a. Incarceration of Employee. An employee who is incarcerated and unable to work will be placed on leave without pay immediately.</p> <p>b. Disciplinary Actions Other than Dismissal. This policy does not apply to any disciplinary actions taken by district administrators, directors, or supervisors that do not result in a recommendation of dismissal.</p>	
School Proposal 17	<b>GDO: Evaluation of Support Staff</b>	<b>Human Resource Management: Staff Evaluation</b>
DC21 Replacement Policy	<p>All classified employees that report directly to the school shall receive an annual appraisal from the Principal or Principal's designee. The principal or her designee shall review the results of the appraisal with each employee and provide the employee with a copy. Classified employees' signatures on appraisal reports shall indicate only that they are acquainted with the contents of the reports. If an employee wishes to make comments, they may do so on the reverse side of the form or by attaching an additional sheet to the form. For performance review appraisals, the reports shall include a designation of whether or not the employee is meeting expectations.</p>	
School Proposal 18	<b>IC/ICA: School Year/School Calendar</b>	<b>Calendar and Schedule</b>
DC21 Replacement Policy	<p>No later than 60 days before the end of the school year, the SET 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</p>	

	<p>of no less than 30 days. A copy of the upcoming school-year calendar and school day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school's website prior to May 1 of the prior academic year and a copy shall be provided to the school's Instructional Superintendent.</p> <p>DC21 will follow the DPS Calendar for designated observed holidays and scheduled breaks. <b>Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.</b> If and employee extends a holiday/break, you may be required to provide a Doctor's note. If a doctor's note is not provided, employee may be docked pay for the time they are absent from their professional responsibilities.</p>	
School Proposal 19	<b>IE: Organization of Instruction</b>	<b>Education Program</b>
DC21 Replacement Policy	The Innovation School will present a program of instruction that is consistent with its innovation plan, as approved by the DPS Board of Education, under the direction of the Superintendent.	
School Proposal 21	<b>IF: voluntary School Initiated Designs</b>	<b>Education Program</b>
DC21 Replacement Policy	Following the District's approval process (which is a process that is separate from the process of securing innovation status) described in Appendix A of the Innovation Application, the school may request the flexibility to adopt its own educational program, including selecting curriculum and textbooks. The DC21 education program will meet or exceed minimum standards set by the District.	
School Proposal 22	<b>IGA: Curriculum Development</b>	<b>Educational Program</b>
DC21 Replacement Policy	Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. 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 SET. Any significant changes from what is described in the innovation plan are subject to DPS approval.	
School Proposal 23	<b>IGD: Curriculum Adoption</b>	<b>Educational Program</b>
DC21 Replacement Policy	DC21 will carry out an educational program consistent with its approved innovation plan and will utilized textbooks and curricular materials at a minimum as outlined in the innovation plan. Any significant changes from what is described in the innovation plan are subject to DPS approval.	
School Proposal 24	<b>IIA/ IIA-R: Instructional Materials</b>	<b>Educational Program</b>
DC21 Replacement Policy	The School will utilize textbooks and equivalent learning materials by course and grade level in each academic core area at a minimum as outlined in its innovation plan. Textbooks and learning materials will align with the CCSS and CAS and will meet or exceed the district's standards. Any significant changes from what is described in the innovation plan are subject to DPS approval. The district will review the school's education plan every three years as part	

	of the school's innovation status review.	
School Proposal 25	<b>IJJ/ IJJ-R: Instructional Materials</b>	<b>Education Program</b>
DC21 Replacement Policy	Textbooks and instructional materials will be utilized at a minimum as outlined in the innovation plan, based on alignment to the CCSS and CAS and proven results with similar populations of students. The school will purchase and use non-adopted textbooks in core subject areas. Changes to textbooks and instructional materials will be proposed by teacher teams and approved by the School Leadership Team and District staff consistent with the school's innovation plan. The district will review the school's education plan every three years as part of the school's innovation status review.	
School Proposal 26	<b>IJOA: Field Trips / IJOA-R: Field Trips (Guidelines for Extended Excursions)</b>	Educational Program
DC21 Replacement Policy	DC21 will follow the district field trip policies and procedures with two exceptions: The school will design field trips that match the DC21 curriculum and therefore may be outside of the district catalog. In such situations, DC21 will have autonomy in determining the appropriateness of field trips, and the school principal will be responsible for approving all school field trips. Second, if a situation exists where the school must pay the district for transportation services, the school may choose to contract with another school or private transportation provider if the cost estimate from the district is significantly higher than the other school district's cost estimate.	
School Proposal 27	<b>IKB: Homework</b>	<b>Educational Program</b>
DC21 Replacement Policy	The school will implement a DC21 homework policy that is in alignment with the DC21 educational philosophy. Homework will only be assigned as deemed necessary at the school level. Students are given independent work time during the school day that usually allows them to accomplish a majority of the school's work requirements. In instances when work is not completed at school, students are expected to complete their work by a specified deadline set by the teacher. As the students progress to higher grades, the homework load will increase in order to appropriately prepare students for post- academic success.	
School Proposal 28	<b>IKF: Graduation Requirements</b>	<b>Graduation and Promotion</b>
DC21 Replacement Policy	<p><b>High School Diploma:</b> In order to graduate from DC-21 the student must proficiently complete all DPS High School Requirements for Graduation.</p> <p><b>GED Plus:</b> DC-21 students who are 17 and older and wishing to study for their GED will maintain a fulltime school schedule in which they will learn all core tested subjects as well as DC-21 Business/Entrepreneurial, and DC-21 Enrichment courses. Students may take advantage of concurrent enrollment courses and/or Career and Technical (CTE) courses.</p>	

**DCTA Contract Waivers**

1	School Proposal	DCTA: Article 1-2: Definition of Teacher	Human Resources: Teacher Licensure
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DC21 Replacement Policy	The term "teacher" as used in this Agreement shall mean all non-administrative teaching personnel, employed half-time or more, who are licensed by the Colorado Department of Education as teachers, including others who are authorized to teach by statute. All core area teachers shall meet the federal Highly Qualified (HQ) requirements and shall possess a valid Colorado license.	
School Proposal 2	Article 5-4: School Leadership Team	Management
DC21 Replacement Policy	<p>DC-21 will utilize a Student Engagement Team (SET) as its primary participatory governance structure. The SET will be comprised of the Principal, Assistant Principal, a teacher representative for each grade level and content area, school specialists (e.g., counselor, and administrative staff). The SET will meet once a week to address matters including but not limited to:</p> <ul style="list-style-type: none"> <li>• Instruction, assessment, student learning outcomes, and student success</li> <li>• School culture and climate</li> <li>• Professional development</li> <li>• Budget, finance, and resource development</li> <li>• Recruitment and hiring</li> <li>• Family and community engagement</li> </ul> <p>In addition to the SET, DC-21 will create a Collaborative School Advisory Committee (CSAC) that will include representatives from the SET and be expanded to include parents, students and community representatives. Parents will be recruited to represent the broad range of DC-21 students. Community representatives will be recruited to provide guidance and assistance in developing resources that directly support the mission and academic and social skills building components of DC-21. The full CSAC will meet on a quarterly basis to provide advice and feedback to DC-21 primarily with regard to the academic success of our students, and the development of a strong resource base to support the overall instruction at DC-21.</p>	
School Proposal 3	Article 7: Establish Dispute Resolution Procedures	Human Resource Management: dispute Resolution
DC21 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</p>	

	<p>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 expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>School Proposal 4</p>	<p>Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load</p>	<p>Calendar &amp; Schedule</p>
<p>DC21 Replacement Policy</p>	<p>8-1- The work year for teachers will be include extended school year into June as well as additional mandatory professional development days prior to the start of the school year. Teachers will be compensated for additional days via a stipend. Non student contact days, planning days, assessment days, and professional development days will be determined by the SET annually, consistent with the innovation plan, as part of the adoption of the school calendar. Student school contact days will be</p>	

	<p>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. The extended year will include no less than 1 additional week and no more than 2 additional weeks, above and beyond the DPS calendar.</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 and Saturday meetings will be scheduled, as necessary, to implement the innovation plan, in accordance with the innovation plan. The work week will consist of a 40 hour work week throughout the year with the addition of 4 Saturday Conference Days of 4 hours each.</p> <p>8-3: . Monday – Thursday teachers will have 3 hours of free planning time and 3 hours or common planning time along with 2 hours of professional development on Fridays. The total of non-student contact time will be 8 hours per week.</p> <p>8-? Class size will not exceed 25 students.</p> <p>8-7: DC21 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. Though all staff will have a standard 40 hour week (except when they work the 4 hour Saturday 4 times a year), they will work nine hour days four days a week and a four hour day on Friday</p> <p>DC21 will follow the DPS DSSN School Calendar for designated observed holidays and scheduled breaks. <b>Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.</b> If and employee extends a holiday/break, you may be required to provide a Doctor’s note. If a doctor’s note is not provided, employee may be docked pay for the time they are absent from their professional responsibilities.</p>	
<p>School Proposal 5</p>	<p>Article 10: Teacher Evaluation: Describes the Evaluation Process for Teachers</p>	<p>Human Resource Management: Teacher Evaluation</p>
<p>DC21 Replacement Policy</p>	<p>10-1: Evaluator refers to supervisor who is responsible for the valuation of personnel. While the principal will oversee all evaluations in the building, other administrators will have primary evaluation responsibilities for some personnel.</p> <p>10-2: The school has only one type of evaluations which apply to all teachers as all teachers are at-will employees.</p> <p>10-3: Timeline: All teachers will be evaluated twice annually.</p> <p>10-3-1: The School will participate in District compensation systems.</p> <p>10-4: The principal will oversee all evaluations to ensure the appropriate standards are being used. As necessary, the principal will identify a designated evaluator for each teacher from amongst other members of the administration team.</p> <p>10-4-1: Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p> <p>DC21 and the Denver Public Schools have the right to terminate your employment from DC21 at any time in accordance with personnel policies in the DC21 Innovation Plan and Employee Handbook.</p>	

DC21 will continue to use the LEAP Framework for the 2013/2014 school year. Although we are using LEAP as a teacher evaluation model (and our instructional model this year is more—though not totally—compatible with the LEAP framework) we are making a small adjustment to the times for administrative observations. Our administrators will visit classrooms far more often than is required by LEAP, but the observations will be for shorter periods of time. Administrators will be visiting classrooms on an almost daily basis in order to collect data, provide feedback, and offer support in the domains of Learning Environment, Instruction, and Professionalism. Formal LEAP evaluations will be done two times a year by DC21 Administrators and two times a year by Peer Observers. Teacher Effectiveness Coach will work with individuals on specific LEAP indicators in order to support them in improving instruction.

If a teacher is not meeting performance expectations, the school leader may choose to place the teacher on a Plan of Improvement. The Plan of Improvement will be written and will follow the process outlined in the employment handbook.

#### DC21 EMPLOYMENT HANDBOOK LANGUAGE:

##### Plan for Improvement

When the school leader determines that a teacher is not meeting performance expectations, the Principal may choose to place the teacher on a Plan of Improvement.

The duration of the plan of improvement will typically be thirty (30) days, but may be extended beyond the (30) days as determined by the Principal and/or Assistant Principal.

The teacher will be required to show improvement under the Principal and/or Assistant Principal's supervision within the designated period of time.

The plan of improvement may list the areas for improvement that the teacher will be required to improve on to the satisfaction of the Principal and/or Assistant Principal.

Resources and supports may be made available to the teacher in an effort to assist the teacher in correcting the performance concerns by the Principal and/or Assistant principal.

The teacher may be provided written feedback of all observation and status meetings conducted during the plan of improvement timeframe.

If, at the end of the plan, the principal deems, in his/her sole discretion, that the teacher has failed to make sufficient improvement, then the teacher may be dismissed from employment.

An improvement plan is not an entitlement or employment right. As stated in this plan and elsewhere, teachers at DC21 are at will employees and can be terminated for any lawful reason, with or without an improvement plan.

6 School Proposal	Article 11: Complaints Against Teachers/Administrative Leave/Corrective Action	Human Resources Management
DC21 Replacement Policy	<p>All teachers at the school are at-will employees. They shall be entitled to the basic provisions of due process outlined in District policy GDQD, including a meeting with an HR officer.</p> <p><i>DC21</i> will follow the District’s Basic Fairness and Due Process Guidelines in issuing corrective action.</p>	
7 School Proposal	Article 13-7 Hiring timelines, 13-8 Personnel Committee	Human Resources Management: Hiring & Staff Assignments
DC21 Replacement Policy	<p><i>DC21</i> Article 13 to permit “real time hiring of teachers” – i.e. post positions and hire as vacancies become known. Hiring processes will be conducted by directly by <i>DC21</i> with assistance from the Human Resources Department. <i>DC21</i> will not receive direct placement of teachers unless <i>school</i> makes a reduction in building staff resulting in a teacher placed in the unassigned teacher pool.</p> <p>If <i>DC21</i> needs to conduct a reduction in building after the school year has begun, the principal has the authority to determine which positions and which individuals will be reduced from the building. The principal can make this determination for any lawful reason, including performance and/or professionalism.</p> <p><i>DC21</i> will not adhere to the district staffing cycle; it will post vacancies when they become open. The school will work with the district HR office to post positions through the district website. In addition to this posting, the school will engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels. The school will consider all eligible applicants, including teachers who apply to transfer for vacancies. Transfer will not receive priority consideration. <i>DC21</i> will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p> <p>Teachers shall be hired based on the individual job description. Core subject teachers need to be Highly Qualified in their content. All teachers need a Colorado teaching licensure.</p> <p>A temporary hiring committee will be constructed for each specific vacancy as needed with final determination to be made by the school principal. To the extent possible, the hiring committee shall include representatives from all staffing areas that will be affected by the new hire, such as the teaching team, an administrator, special education, and support staff. All candidates must pass a DPS background check, which will be conducted through the district HR process.</p> <p>The school will adhere to district salary schedules for all teachers.</p>	
8 School Proposal	Article 14: Summer School Teaching Positions 14-1-1-1, 14-1-1-2, 14-1-1-3	Human Resource Management: Hiring & Staff Assignments
DC21 Replacement Policy	<p>Consistent with our Innovation Plan, <i>DC21</i> summer school will be imbedded in our extended school year. Summer school positions will be staffed by our regular classroom teachers as part of their regular duties for the extended school year.</p>	

	Additional hiring will not be necessary.	
School Proposal 9	Article 20: Procedures for Conducting Reduction in Force	Human Resource Management: Staffing
DC21 Replacement Policy	DC21 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.	
School Proposal 10	Article 25: Procedures for Arranging Job Sharing Assignments and Half-Time	Human Resource Management: Staff Assignments
DC21 Replacement Policy	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 SET. The SET 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.	
School Proposal 11	Article 32: Extra Duty Compensation	Human Resources Management: Compensation
DC21 Replacement Policy	DC21 will determine extra duty compensation for extended day and year hours and additional roles and responsibilities consistent with the Innovation Plan. DC21 will negotiate extra duty compensation with individual staff members.	
School Proposal 12	MOU dated April 8, 2011: LEAP Implementation	Human Resource Management: Teacher Evaluation
DC21 Replacement Policy	<p>10-1: Evaluator refers to supervisor who is responsible for the valuation of personnel. While the principal will oversee all evaluations in the building, other administrators will have primary evaluation responsibilities for some personnel.</p> <p>10-2: The school has only one type of evaluations which apply to all teachers as all teachers are at-will employees.</p> <p>10-3: Timeline: All teachers will be evaluated at least once a year.</p> <p>10-3-1: The School will participate in District compensation systems.</p> <p>10-4: The principal will oversee all evaluations to ensure the appropriate standards are being used. As necessary, the principal will identify a designated evaluator for each teacher from amongst other members of the administration team.</p> <p>10-4-1: Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p>	

**STATE STATUTE WAIVERS**

School Proposal 1	Colorado State Statutes: Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel	Human Resource Management: Teacher Evaluations
DC21 Replacement Policy	DC21 will implement the district licensed personnel evaluation system (LEAP) with modifications that comply with the requirements established pursuant to this section	

	<p>and the rules promulgated by the state board and Senate Bill 10-191. Evaluation of educators will be the responsibility of school leaders. Each teacher will be assigned an evaluator from the administrative team. Evaluators of school personnel will receive an CDE approved training to conduct evaluations but will not be required to hold a principal or administrator license.</p> <p>The policy will apply evenly to all teachers in the school. All teachers will receive at least one formal evaluation each year. The school principal will continue to be evaluated by the superintendent or his/her designee and will receive feedback on the quality of evaluations being given at the school. The school principal will be responsible for evaluations of other evaluators on campus, but may discuss evaluations with district staff as well to ensure meaningful calibration of scores.</p> <p><b>DC21 Modifications to LEAP Evaluations:</b> Although we are using LEAP as a teacher evaluation model (and our instructional model this year is more—though not totally—compatible with the LEAP framework) we are making a small adjustment to the times for administrative observations. Our administrators will visit classrooms far more often than is required by LEAP, but the observations will be for shorter periods of time. Administrators will be visiting classrooms on an almost daily basis in order to collect data, provide feedback, and offer support in the domains of Learning Environment, Instruction, and Professionalism. Formal LEAP evaluations will be done two times a year by DC21 Administrators and two times a year by Peer Observers. Teacher Effectiveness Coach will work with individuals on specific LEAP indicators in order to support them in improving instruction</p>	
<p>School Proposal 2</p>	<p><b>Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay</b></p>	<p>Human Resource Management: Staff Hiring, Compensation</p>
<p>DC21 Replacement Policy</p>	<p>Pursuant to state law, the DPS board will delegate duties related to selection of teachers and determination of compensation to the innovation school. The principal, in consultation with the school leadership team, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the SET shall determine the rate of pay during the budget cycle each Spring for the following year, no later than March 15.</p>	
<p>School Proposal 3</p>	<p><b>Section 22-32-109(1)(g): Handling of Money</b></p>	<p>Budget</p>
<p>DC21 Replacement Policy</p>	<p>In accordance with the innovation plan, DC21 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 DC21. The school will account for all moneys that it receives directly and will report to the DPS board.</p>	
<p>School Proposal 4</p>	<p><b>Section 22-32-109(1)(n)(l): Schedule and Calendar</b></p>	<p>Calendar and Schedule</p>
<p>DC21 Replacement Policy</p>	<p>In accordance with the innovation plan, DC21's SET shall determine, prior to the end of a school year, the length of time the school will be in session during the next following school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In no event shall the calendar or schedule violate protection</p>	

	provided to teachers in the replacement policy for Article 8 of the DCTA agreement.	
5	<b>School Proposal</b>	<b>Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact</b> Calendar and Schedule
	<b>DC21 Replacement Policy</b>	In accordance with the innovation plan, DC21’s SET shall determine, prior to the end of a school year, the length of time the school will be in session during the next following school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In no event shall the calendar or schedule violate protection provided to teachers in the replacement policy for Article 8 of the DCTA agreement.
6	<b>School Proposal</b>	<b>Section 22-32-109 (1)(n)(II)(B): School Calendar</b> Calendar and Schedule
	<b>DC21 Replacement Policy</b>	No later than 60 days before the end of the school year, the DC21’s SET, will determine the following year’s school calendar that meets or exceeds district and state determinations of the length of time during which schools shall be in session during the next school year. This calendar shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. A copy of the upcoming school-year calendar and school-day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school-year calendar and school-day hours will be placed on its website prior to May 1 of the prior academic year and a copy shall be provided to the school’s Instructional Superintendent.
7	<b>School Proposal</b>	<b>Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks</b> Education Program
	<b>DC21 Replacement Policy</b>	In accordance with the innovation plan, DC21 will request flexibility to adopt it’s educational program, including determining its textbooks and curricular materials, including non-adopted textbooks. The DPS Board authorizes DC21 to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. All substantial material changes to the district educational program must be communicated to the district office of the CAO for review.
8	<b>School Proposal</b>	<b>Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards</b> Education Program
	<b>DC21 Replacement Policy</b>	In accordance with the innovation plan, DC21 will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to DC21 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.
9	<b>School Proposal</b>	<b>Section 22-32-109(1)(cc)</b> Human Resource Management: Dress Code
	<b>DC21 Replacement Policy</b>	The professional appearance of school staff members includes dress, accessories, body adornments, and grooming. Appropriate professional appearance reinforces a shared- vision of the school. Therefore, all staff must exercise appropriate judgment

	<p>in their choice of professional appearance for work or work-related activities by always appearing in a manner:</p> <ul style="list-style-type: none"> <li>• that is appropriate to the situation</li> <li>• that promotes ideals of respecting others, respecting self and respecting the environment</li> <li>• that demonstrates a readiness to work in all of the school's environments</li> <li>• that promotes a working and learning environment that is free from unnecessary disruption, and</li> <li>• that is conducive to high student and staff performance.</li> </ul> <p>During the work day and any time employees attend work-related activities, employees shall appear in appropriate dress. Items that are not acceptable in the workplace shall be identified in an annual school dress code by the school principal. The principal is delegated the authority and bears the responsibility for ensuring compliance with the school dress policy and is expected to counsel employees upon initial infractions and implement further disciplinary procedures when violations continue to persist.</p>	
School Proposal 10	<b>Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development</b>	Human Resource Management: Professional Development
DC21 Replacement Policy	In accordance with the innovation plan, DC21's SET and the district evaluator shall jointly determine the required training or development of the principal. The principal will not be required to participate in district training not related to the innovation plan unless those trainings are agreed upon by the principal and district evaluator as part of the principal's professional development plan.	
School Proposal 11	<b>22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel</b>	Human Resource Management: Staff Dismissals
DC21 Replacement Policy	(h) To discharge or otherwise terminate the employment of any personnel. The DPS board delegates the power specified in this paragraph (h) to DC21. All process for dismissal must meet the minimum standards established in District policy GDQD.	
School Proposal 12	<b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception</b>	<b>Human Resource Management: Hiring and Teacher Qualifications</b>
DC21 Replacement Policy	DC21 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, elective, and enrichment instruction consistent with the innovation plan. The DPS board may enter into employment contracts with non-licensed teachers and/or administrators at DC21 as necessary to implement the school's innovation plan.	
School Proposal 13	<b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision</b>	Human Resource Management: Hiring, Contracts and Employment Offer Letters
DC21	If an employee intends to terminate his or her employment after the beginning of the	

Replacement Policy	<p>academic year, the employee shall give written notice of his or her intent to resign at least thirty days prior to the date that he or she intends to stop performing the services at DC21. The school principal has the authority to make employment offers to qualified candidates. Termination of all staff during the school year will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p> <p>DC21 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>	
School Proposal 14	<b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract</b>	Human Resources Management: Dismissals
DC21 Replacement Policy	DC21 teachers will be at will employees and will not be considered probationary or eligible to earn non-probationary status. Years of service and formal evaluations using DPS systems will be tracked and monitored by the school.	
School Proposal 15	<b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation</b>	Human Resource Management: Direct Placement of Teachers
DC21 Replacement Policy	DC21 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 16	<b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal</b>	Human Resource Management: Dismissals
DC21 Replacement Policy	All teachers will be employed as at will employees. At will employees can be terminated for any lawful reason..	
School Proposal 17	<b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review</b>	Human Resource Management: Dismissals
DC21 Replacement Policy	<p>DC21 teachers will be at will employees. Any teacher who is dismissed from employment during the school year shall be entitled to the process outlined in DPS policy GDQD/r, described below. However, GDQD/r does not apply to the principal's decision at the end of a school year regarding which teachers will return to the school for the following school year.</p> <p>Mid-Year Dismissal Procedures For At Will Employees:</p> <ul style="list-style-type: none"> <li>-These procedures are an effort to maintain fair and equitable treatment for all school employees.</li> <li>-These procedures do not change the employment status of at will teachers.</li> <li>A. No employee will be dismissed until he/she has been notified by one of his/her supervisors of the supervisor's intent to recommend dismissal to the Superintendent</li> </ul>	

or his/her designee. The supervisor will inform the employee of the grounds for the recommended dismissal pursuant to Colorado State Law 22-63-301 and will give the employee a reasonable opportunity to respond.

B. If the supervisor decides to proceed with the dismissal recommendation, the supervisor will provide the employee with written notice of the ground(s) for the dismissal recommendation and the employee may request a post-termination hearing before an administrator (designated by the Superintendent or his/her designee) in the Human Resources Department. The employee must request the post-termination hearing within three (3) scheduled working days of the last day of work.

1. If the employee does not request the post-termination hearing within three (3) scheduled working days, the termination will be considered final. The recommendation for dismissal of employees who do not request a post-termination hearing will be forwarded to the Superintendent or his/her designee for final action. If the Superintendent or his/her designee does not uphold the supervisor's recommendation for dismissal, then the employee shall be entitled to back pay.

2. If the employee makes a timely request for a post-termination hearing, then the Human Resources administrator shall conduct the hearing within ten (10) scheduled working days of the receipt of the request for hearing, unless extraordinary circumstances require additional time.

i. The Human Resources administrator shall review the supervisor's decision in order to determine if there are facts that demonstrate that any of the ground(s) specified in the notice of dismissal recommendation provided the employee are present. The Human Resources administrator shall issue a decision in writing affirming, modifying, or reversing the dismissal recommendation. The decision shall be rendered within five (5) working days of the hearing, unless extraordinary circumstances require additional time.

ii. If the Human Resources administrator affirms the dismissal recommendation, the recommendation will be forwarded to the Superintendent or his / her designee for final action. If the Superintendent or his/her designee does not uphold the recommendation for dismissal, the employee shall be entitled to back pay.

iii. The Human Resources administrator's review concludes the dismissal procedures. The following procedures shall apply to the hearing before an impartial hearing officer:

1. When a request for a hearing is received, the Superintendent or his/her designee, shall appoint a hearing officer skilled in the arbitration of labor relations matters and shall notify the Superintendent or his/her designee and the employee of the name of the hearing officer appointed. The hearing officer shall arrange the date and time of the hearing with the employee and a representative of the district.

2. The hearing officer so appointed shall have the authority to establish hearing dates and to make all the necessary procedural rules. The hearing shall be strictly confined to whether any of the ground(s) specified in the dismissal recommendation notice provided to the employee and affirmed by the Human Resources Administrator are present.

3. The parties shall exchange exhibits and witness lists at least five (5) working days prior to the commencement of the hearing.

4. Pertinent information not privileged under law in the possession of the district shall be made available to the employee at his/her request.

5. The employee may be represented by legal counsel at the hearing.

	<p>6. The hearing officer will issue a written recommendation to the Superintendent or his/her designee and the employee within fifteen (15) working days after the close of the hearing. The hearing officer's recommendation shall set forth detailed, written findings of fact. If the findings of fact demonstrate that any of the ground(s) specified in the notice for dismissal recommendation provided to the employee are present, the hearing officer is without authority to recommend the reversal of the dismissal recommendation. If the findings of fact demonstrate that none of the ground(s) specified in the notice for dismissal recommendation provided the employee are present, the hearing officer will have authority to recommend reversing the dismissal recommendation. The hearing officer's report shall be advisory only and shall not be binding on the Superintendent or his/her designee.</p> <p>7. All hearings conducted by the hearing officer shall be confidential.</p> <p>8. The Superintendent or his/her designee shall act on the hearing officer's report within ten scheduled working days, and his/her decision shall be final and shall terminate any rights of the employee under this policy. If the Superintendent or his/her designee does not affirm a dismissal recommendation, back pay and associated benefits may be restored, if applicable.</p> <p>9. The cost associated with employment of the hearing officer shall be paid by the district. The district shall be responsible for its legal costs, and the employee shall be responsible for paying his/her legal costs, if any.</p> <p>10. An official stenographic transcript of the hearing may be made at the request of the district or the employee, and a copy of any request shall be made available to the hearing officer. The person requesting a stenographic transcript shall pay the cost, except, if the other party requests a copy of the transcript, the entire cost of the stenographic transcript shall be shared equally by both parties.</p>	
<p>18 School Proposal</p>	<p><b>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401:Teachers Subject to Adopted Salary Schedule</b></p>	<p>Human Resource Management: Compensation</p>
<p>Replacement Policy</p>	<p>DC21 will adopt a salary schedule that will meet or exceed the district's salary schedule. The School's SET 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, internal professional development or for performance incentive pay.</p>	
<p>19 School Proposal</p>	<p><b>22-63-402. Services - disbursements</b></p>	<p>Human Resource Management: Teacher License</p>
<p>DC21 Replacement Policy</p>	<p>DC21 may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA Act. All necessary teachers according to ESEA and the District waiver will be highly qualified. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.</p>	
<p>20 School Proposal</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-62-403</p>	<p>Human Resource Management: Compensation</p>
<p>DC21</p>	<p>If a DC21 employee is dismissed from employment during the school year, that</p>	

Replacement Policy	employee is not entitled to any further pay or benefits from the district.
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**DPS and Communications Workers of America Agreement Waivers**

	Article Waived	Area of Impact
School Proposal 1	<b>Article 6: Grievance</b>	Human Resource Management: Grievance Policy
DC21 Replacement Policy	The DC21 dispute resolution process permits representation of employees and an avenue to appeal to the Superintendent’s designee.  Disputes between employees and the District may be brought directly to the Superintendent’s designee. Employees are entitled to representation by Communication Workers of America.	
School Proposal 2	<b>Article 8-2: Seniority</b>	Human Resource Management
DC21 Replacement Policy	DC21 Employees will be considered at will and will not have a probationary period.  They are eligible to accrue years of service.	
School Proposal 3	<b>Article 10: Work Week, work Year</b>	Human Resource Management: Calendar and Schedule
DC21 Replacement Policy	DC21 will develop its own annual calendar and weekly schedule that aligns with our Innovation Plan and meets or exceeds the minimum standards of the District or State.	
School Proposal 4	<b>Article 11-1, 11-2,11-7: Work Day</b>	Human Resource Management: Calendar and Schedule
DC21 Replacement Policy	DC21 will develop its own daily schedule that aligns with our Innovation Plan and meets or exceeds the minimum standards of the District or State.	
School Proposal 5	<b>Article 13: Overtime</b>	Human Resource Management: <ul style="list-style-type: none"><li>• Calendar and Schedule</li><li>• Compensation</li></ul>
DC21 Replacement Policy	DC21 has the authority to negotiate overtime pay with all employees.	
School Proposal 6	<b>Article 14: Vacations</b>	Human Resource Management: Calendar and Schedule
DC21 Replacement Policy	Vacation days must be taken when school is not in session.  DC21 will follow the DPS School Calendar for designated observed holidays and scheduled breaks. <b>Personal leave may not be used to extend a period of school</b>	

	<b>intermission or used in conjunction with the observance of a Federal Holiday.</b> If and employee extends a holiday/break, you may be required to provide a Doctor’s note. If a doctor’s note is not provided, employee may be docked pay for the time they are absent from their professional responsibilities.	
School Proposal 7	<b>Article 17-1,17-2,17-3,17-6,17-7: Selection and Assignment of Employees</b>	Human Resource Management: <ul style="list-style-type: none"> <li>• Employee Status</li> <li>• Staff Assignments</li> </ul>
DC21 Replacement Policy	DC21 employees will be at will and will not have a probationary period or be awarded continuing service status.	
School Proposal 8	<b>Article 18-1,18-2,18-6,18-7: Job Openings</b>	Human Resource Management: Staff Hiring
DC21 Replacement Policy	<p>The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified by the DC21 innovation plan that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; offer annual contracts to employees; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. DC21 will offer annual contracts to all employees. The district HR office will work with DC21 to ensure staff contracts are consistent with the approved innovation plan.</p> <p>Teacher’s employment with DC-21 and the Denver Public Schools will be “at-will” and will not be subject to the Teacher Employment Compensation and Dismissal Act of 1990, § 22-63-101, <i>et seq.</i> The teacher will have a right to end his/her work relationship with DC-21 and the Denver Public Schools for any reason at any time. DC-21 and the Denver Public Schools will have the right to end the work relationship with the teacher at any time in accordance with personnel policies in the Employee Handbook.</p> <p>Teachers employed by the Denver Public Schools who obtained non-probationary status in the Denver Public Schools prior to their employment at DC-21 will be at-will as described in the preceding paragraph. Such teachers will regain their non-probationary status with DPS upon securing, without break in service, a mutual consent position within another DPS school. Such teachers will have the right to participate in the DPS staffing cycles available to all DPS teachers, but will not be guaranteed placement in any other school or further employment beyond their employment at DC-21 if they do not secure a position through mutual consent.</p> <p>Staff at DC-21 will receive compensation through additional salary for working in the extended year activities and will receive “time for time” compensation for other extended duties such as enrichment activities and Saturday academies. Retreats, summer training and additional extra time will be compensated through hourly extra duty pay. All staff are expected to participate in the Saturday programming. Due to the nature of the extended year program only certain staff will be asked to take part.</p>	

	<p>Flexibility will be provided as needed.</p> <p>This compensation package will have, as its foundation, the salary system established in the DPS/DCTA ProComp Agreement. All full time employees at DC-21 will participate in the Denver Public Schools Retirement System (DPSRS), now PERA. Should any staff or faculty member transfer from DC-21 to another DPS assignment, all pension benefits will be portable and there shall be no loss of benefit.</p>	
<p>School Proposal 9</p>	<p><b>Article 19-2: Change in Status</b></p>	<p>Human Resource Management: Grievance Process</p>
<p>DC21 Replacement Policy</p>	<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 expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p>	
School Proposal 10	<b>Article 20: Appraisal</b>	Human Resource Management: Staff Evaluation
DC21 Replacement Policy	<p>All classified employees that report directly to the school shall receive an annual appraisal from the Principal or Principal's designee. The principal or her designee shall review the results of the appraisal with each employee and provide the employee with a copy. Classified employees' signatures on appraisal reports shall indicate only that they are acquainted with the contents of the reports. If an employee wishes to make comments, they may do so on the reverse side of the form or by attaching an additional sheet to the form. For performance review appraisals, the reports shall include a designation of whether or not the employee is meeting expectations.</p>	
School Proposal 11	<b>Article 27: Salaries</b>	Human Resource Management: Compensation
DC21 Replacement Policy	<p>DC21 will determine its own compensation system that will meet or exceed rates of pay set in DPS agreement.</p>	
School Proposal 12	<b>Article 33: Reduction in Force</b>	Human Resource Management: Staff Dismissals
DC21 Replacement Policy	<p>DC21 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>	

**Facilities Managers Association**

School Proposal 1	<b>Article 4: Grievance</b>	Human Resource Management: Grievance Process
DC21 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 expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7-3-2 If the aggrieved person is not satisfied with the results of the informal</p>	

	<p>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.</p>	
School Proposal 2	<b>Article 7: Work Year, Workweek, Workday</b>	Human Resource Management: Calendar and Schedule
DC21 Replacement Policy	DC21 has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.	
School Proposal 3	<b>Article 8: Overtime</b>	Human Resource Management: <ul style="list-style-type: none"> <li>• Calendar and Schedule</li> <li>• Compensation</li> </ul>
DC21 Replacement Policy	Overtime will be negotiated with the individual employee for a flat rate.	
School Proposal 4	<b>Article 15: Transfers and Promotions</b>	Human Resource Management: Staff Hiring
DC21 Replacement Policy	The school has the authority to see all candidates from the pool and, in cooperation with the District, interview external candidates if so desired.	
School Proposal 5	<b>Article 16: Performance Evaluations</b>	Human Resource Management: Staff Evaluation
DC21 Replacement Policy	<p>All classified employees that report directly to the school shall receive an annual appraisal from the Principal or Principal's designee. The principal or her designee shall review the results of the appraisal with each employee and provide the employee with a copy. Classified employees' signatures on appraisal reports shall indicate only that they are acquainted with the contents of the reports. If an employee wishes to make comments, they may do so on the reverse side of the form or by attaching an additional sheet to the form. For performance review appraisals, the reports shall include a designation of whether or not the employee is meeting expectations.</p>	
School Proposal 6	<b>Article 20: Corrective Action</b>	Human Resource Management: Staff Corrective Action
DC21 Replacement Policy	<p>DC21 administrator will provide a letter outlining improvement needed. If improvement does not happen, a warning letter will be sent, followed by dismissal if the situation has not improved.</p> <p><u>Plan for Improvement</u></p> <p>When the school leader determines that an employee is not meeting performance expectations, the Principal may choose to place the employee on a Plan of Improvement.</p>	

	<p>The duration of the plan of improvement will typically be thirty (30) days, but may be extended beyond the (30) days as determined by the Principal and/or Assistant Principal.</p> <p>The employee will be required to show improvement under the Principal and/or Assistant Principal’s supervision within the designated period of time.</p> <p>The plan of improvement may list the areas for improvement that the employee will be required to improve on to the satisfaction of the Principal and/or Assistant Principal.</p> <p>If, at the end of the plan, the principal deems, in his/her sole discretion, that the employee has failed to make sufficient improvement, then the employee may be dismissed.</p> <p>An improvement plan is not an entitlement or employment right. As stated in this plan and elsewhere, employees at <i>DC21</i> are at will employees and can be terminated for any lawful reason, with or without an improvement plan.</p>	
School Proposal 7	<b>Article 26: Continuing Service, Change of Status and School Redesign</b>	Human Resource Management: <ul style="list-style-type: none"> <li>• Staff Dismissals</li> <li>• Employee Status</li> </ul>
DC21 Replacement Policy	All employees at the school are “at-will” employees. They shall be entitled to the basic provisions of due process outlined in District policy GDQD, including a meeting with an HR officer and, if employed for three or more years, an outside party arbitration.	
School Proposal 8	<b>Article 27: Reduction in Force</b>	Human Resource Management: Staff Dismissals
DC21 Replacement Policies	DC21 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.	

**DPS Denver Federation of Paraprofessionals Agreement Waivers**

School Proposal 1	<b>Article 6: Grievance</b>	Human Resource Management: Grievance Process
DC21 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</p>	

	<p>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 expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>School Proposal 2</p>	<p><b>Article 7: Working Conditions</b></p>	<p>Human Resource Management:</p> <ul style="list-style-type: none"> <li>• Calendar and Schedule</li> <li>• Compensation</li> </ul>

DC21 Replacement Policy	DC21 employees will work according to DC21's yearly calendar, daily and weekly schedules as outlined in the staff handbook. These will meet or exceed the minimum standards of the District. Vacation time will be taken only when school is not in session. The calendar and schedules will be published in the DC21 Staff Handbook which will be distributed to all DC21 Staff yearly	
School Proposal 3	<b>Article 9: Appraisal</b>	Human Resource Management: Staff Evaluations
DC21 Replacement Policy	All classified employees that report directly to the school shall receive an annual appraisal from the Principal or Principal's designee. The principal or her designee shall review the results of the appraisal with each employee and provide the employee with a copy. Classified employees' signatures on appraisal reports shall indicate only that they are acquainted with the contents of the reports. If an employee wishes to make comments, they may do so on the reverse side of the form or by attaching an additional sheet to the form. For performance review appraisals, the reports shall include a designation of whether or not the employee is meeting expectations.	
School Proposal 4	<b>Article 11: Transfer (11-1, 11-1-1)</b>	Human Resource Management: <ul style="list-style-type: none"> <li>• Staff Hiring</li> <li>• Calendar and Schedule</li> </ul>
DC21 Replacement Policy	DC21 has the authority to see all candidates from the pool and, in cooperation with the District, interview external candidates if so desired. We will create a hiring schedule that reflects the school calendar as detailed in the Innovation Plan . DC21 has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.	
School Proposal 5	<b>Article 19: Compensation-Paraprofessional Salary Schedule and Position Matrix</b>	Human Resource Management: Compensation
DC21 Replacement Policy	DC21 has the authority to establish its own compensation system which will meet or exceed the rates of pay set in the DFPA agreement.	
School Proposal 6	<b>Article 22: Staff Reduction-MOU dated 7/27/07</b>	Human Resource Management: Dismissals
DC21 Replacement Policy	DC21 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.	
School Proposal 7	<b>Article 23: Post-Termination Hearing</b>	Human Resource Management: <ul style="list-style-type: none"> <li>• Staff dismissal</li> <li>• Grievance Process</li> </ul>
DC21 Replacement Policy	DC21 employees are at will and can be released without cause at any time.	
School Proposal 8	<b>MOU Dated September 7, 2005</b>	Human Resource Management: Hiring

DC21 Replacement Policy	In the event the School is Redesigned, employees may be required to re-interview for their positions.
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**DPS Denver Association of Educational Office Professionals Agreement Waivers**

School Proposal 1	Article 5: Grievance	Human Resource Management: Grievance Process
DC21 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 expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p>	
School Proposal 2	<b>Article 6: Reduction in Force</b>	Human Resource Management: Staff Dismissals
DC21 Replacement Policy	DC21 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.	
School Proposal 3	<b>Article 8: Probationary Period</b>	Human Resource Management: Employee Status
DC21 Replacement Policy	All office professionals hired by DC21 after the approval of the innovation plan will be "at will" and will not be eligible to attain the status of continuing service. During the first ninety (90) days of this probationary period, all new employees may be discharged without limitation on the District, or countering action by the Association After 90 days. all office professionals will be considered at will employees.	
School Proposal 4	<b>Appraisal – MOU dated 5/13/03</b>	Human Resource Management: Staff Evaluation
DC21 Replacement Policy	All classified employees that report directly to the school shall receive an annual appraisal from the Principal or Principal's designee. The principal or her designee shall review the results of the appraisal with each employee and provide the employee with a copy. Classified employees' signatures on appraisal reports shall indicate only that they are acquainted with the contents of the reports. If an employee wishes to make comments, they may do so on the reverse side of the form or by attaching an additional sheet to the form. For performance review appraisals, the reports shall include a designation of whether or not the employee is meeting expectations.	
School Proposal 5	<b>Article 10: Hours and selecting Working Conditions</b>	Human Resource Management: <ul style="list-style-type: none"> <li>• Calendar and Schedule</li> <li>• Compensation</li> </ul>
DC21 Replacement Policy	DC21 employees will work according to DC21's yearly calendar, daily and weekly schedules as outlined in the staff handbook. These will meet or exceed the minimum	

	standards of the District. Vacation time will be taken only when school is not in session.	
School Proposal 6	<b>Article 14: Salaries/Increments – Appendix D Salary Schedules</b>	Human Resource Management: Compensation
DC21 Replacement Policy	DC21 has the authority to establish its own compensation system which will meet or exceed the rates of pay set in the DAEOP agreement.	