

Innovation Waiver and Replacement Policy Sample Set

December 19, 2013

District Policy Waivers

	Policy Waived	Area of Impact
School Proposal	BDFH: Collaborative School Committees	School Governance
Policy	<p>There shall be at each school a collaborative school committee with representation from parents, community, faculty, administrators and classified staff.</p> <p>Purposes and Scope:</p> <ul style="list-style-type: none"> - to enhance student achievement and school climate by engaging the school community in collaborative efforts supporting the school and District's goals. - to provide strategic direction in support of the school's mission and vision as stated in the School Improvement Plan (SIP). The SIP, with the school's program design, should serve as the strategic plan for the school. - to be in compliance with state and federal law, regulations of the Colorado Department of Education, applicable U.S. District Court orders, the District Affirmative Action plan, the DPS/DCTA Agreement, other contracts and District mandates. <p>The collaborative school committee will:</p> <ul style="list-style-type: none"> - work collaboratively with the school community that includes the building principal, teachers, staff, students, parents, civic and business leaders, service and neighborhood representatives, and other community members; - focus on the SIP as its primary responsibility at the school; - use Multiple Measures and align resources to support the SIP and the school's program design; - provide guidance, evaluation and approval for the SIP; - provide guidance, evaluation, and approval for the annual school budget to insure its alignment with the SIP and the school's program design; - act as the School Improvement and Accountability Council (SIAC) for the building; - establish relationships with parents, community members, civic, service and neighborhood organizations to increase involvement in the school and provide a forum for community input; - provide guidance, evaluation, and approval for the use of the staffing allocations provided by the District as it relates to the SIP, school budget, and school program design, including consultation regarding adjustments that may be made due to pupil-count issues; - participate in the principal-selection process by interviewing candidates and recommending candidates to the superintendent; - participate in the principal's annual evaluation by giving input on the principal's involvement in and support of the collaborative committee process; 	

	<ul style="list-style-type: none"> - review, and when appropriate, approve discipline and safety procedures; - review, and when appropriate, revise the school calendar and/or schedule; - make recommendations regarding any changes to the school design to the District Board of Education through the building principal. <p>The collaborative school committee will not:</p> <ul style="list-style-type: none"> - participate in the day-to-day operations of the school; - be involved in issues relating to individuals (staff, students, or parents) within the school; - be involved in personnel issues. 	
School's Proposed Replacement Policy	<p>The CSC will be replaced with the DCIS at Ford School Accountability Committee. The SAC will comply with State Law on School Accountability Committees.</p> <p>The functions of the School Accountability Committee (SAC) will be dedicated to supporting the mission of DCIS at Ford in all aspects of school operations, including instruction. The SAC may include parents, administrators, and teachers. It may, as needed, divide into sub committees that work on specific tasks, such as attendance, literacy, uniforms, hiring for specific positions, etc. The School Accountability Committee is composed of the administrators, teacher leaders from each grade level, a classified staff member, and up to five representative parents. The accountability committee will meet once a month. Its purpose is to monitor the school's fulfillment of its vision, mission, goals and objectives. The committee is responsible for monitoring the school's progress toward meeting its academic performance goals, non-academic performance goals, and its organizational and operational goals.</p>	
School proposal	CFBA: Evaluation of Evaluators	Human Resource Management: Teacher Evaluation
Policy	<p>All persons who evaluate professional staff members shall possess an administrative certificate issued by the Colorado Department of Education and shall have received education and training in evaluation skills approved by the department. Issuance or renewal of an administrative certificate requires that the applicant has received such approved education and training in evaluation skills.</p> <p>Evaluation instruments for all professional staff administrators shall include a section dealing with their evaluation skills. The Superintendent or his/her designee shall review all evaluations done by professional staff administrators and when necessary shall discuss with them procedure and form.</p>	

<p>School's Proposed Replacement Policy</p>	<p>The principal has the authority to identify, prepare, and designate school administrators/personnel to conduct staff evaluations. Administrators who evaluate professional staff members may or may not possess an administrative certificate issued by district. All evaluators will receive district approved training in evaluation skills by the district. The school's evaluation system will meet the standards of Colorado Senate Bill 10-191.</p> <p>The school's principal shall receive an annual evaluation by the Superintendent or his/her designee.</p>	
<p>School Proposal</p>	<p>DF & DF-R: Revenue from Non Tax Sources</p>	<p>Budget</p>
<p>Policy</p>	<p>It is the policy of Denver Public Schools to aggressively seek to enhance revenue from non-tax sources through negotiated sponsorship agreements between the school district and commercial entities. While the district benefits financially from such a relationship, commercial entities in return may receive certain mutually beneficial considerations. In a sponsorship agreement, a company pays a premium or provides some economic benefit to the district in exchange for recognition. In a preferred provider contract, a company pays a premium or provides economic benefit in exchange for the right to be the sole provider, at the most competitive prices, for goods or services purchased by the district. Sales of goods and services to the district and contributions or donations made to the district that do not include additional, negotiated conditions are not covered by this policy and are governed by the purchasing and gifts and donations policies.</p> <ol style="list-style-type: none"> 1. Obtain a Sponsorship Proposal form from the Community Partnership Office, complete, and submit to the office with any appropriate materials to illustrate the type of sponsorship requested. 2. Upon submission, the Community Partnership Office will review the proposal to determine that it does not jeopardize current or pending sponsorship agreements, and that the corporate entity is an appropriate district affiliate. 3. The Community Partnership Office will refer the proposal to the Superintendent for review. If appropriate, the Superintendent will present the proposal to the Board of Education for approval. 4. Following Board of Education approval, the Superintendent will direct that a "Memorandum of Agreement" be developed between the school district and the sponsor that clearly defines the benefits to, and responsibilities of, both parties. 5. The appropriate district staff will review and, if appropriate, execute the Agreement. 6. The school(s) will be notified of approval and provided with a copy of the Memorandum of Understanding. The Secretary of the School District will keep the original agreement on file. 	

	7. The school(s) will proceed with the terms of the sponsorship agreement.	
School's Proposed Replacement Policy	<p>The School shall have the ability to request and secure school-based sponsorships independent of the district according to the following policies:</p> <ol style="list-style-type: none"> 1. The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school. 2. The sponsorship will not alter any district owned resources unless permission is granted by the district. 3. The sponsorship does not create a real or perceived conflict of interest with school administrators or staff. 4. The sponsorship agreement will be reported to the district budget office at least 30 days before an agreement is to take effect. The budget office will have the ability to refuse the agreement only in situations where said agreement will adversely impact funding arrangements for other schools in the district more than it would benefit DCIS at Ford Elementary or because it would be in conflict with existing fund regulations (such as federal grants). 	
School Proposal	IC/ICA: School Year/School Calendar	Calendar and Schedule
Policy	<p>Prior to the end of the school year, the Board of Education shall determine the length of time during which district schools shall be in session during the next school year. The number of days of planned teacher-student instruction and of teacher-student contact shall meet or exceed the requirements of state law.</p> <p>The district calendar for the next school year shall be prepared and presented to the Board for approval in the spring of each year. The Board authorizes the administration in each school building to issue a school calendar based on the district calendar and in accordance with the required number of days (hours) adopted by the Board.</p> <p>All calendars shall include the dates for all staff in-service programs scheduled for the coming school year. The district shall allow public input from parents and teachers prior to scheduling the dates for staff in-service programs.</p> <p>A copy of the calendar shall be provided to all parents/guardians of students enrolled in district schools Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days.</p>	

School's Proposed Replacement Policy	DCIS at Ford may follow the network created calendar or calendar developed by the administrative team that meets the needs of the students, community, and staff. The calendar and school day schedule will meet or exceed 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. 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. The maximum number of school days per year will be 205 for teachers and 183 for students.
School Proposal	IE: Organization of Instruction Education Program
Policy	The schools of the district shall be organized to present a unified program of instruction and shall be operated as a single system under the direction of the superintendent.
School's Proposed 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	IGA: Curriculum Development Educational Program
Policy	<p>Constant adaptation and development of the curriculum is necessary if the district is to meet the needs of the students in its schools.</p> <p>To be successful, curriculum development must be a cooperative enterprise involving all staff members, carried out under the competent leadership of the superintendent, and using all available resources. Carefully conducted and supervised experimentation for curriculum development also is desirable.</p> <p>As standards for student outcomes and performance are adopted, the curriculum shall provide a program of instruction based on and designed to enable students to meet the Board-adopted standards, which meet or exceed state adopted standards.</p> <p>The Board expects its faculty and administration to regularly evaluate the education program and to recommend modifications of practice and changes in curriculum content as well as the addition of new courses to the instructional program.</p>

School's Proposed Replacement Policy	Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources. The core curriculum for DCIS at Ford is the CCSS. To ensure achievement of the CCSS, we will utilize MONDO, Journeys, best practices, technology, and all materials currently available to DCIS at Ford. 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 SAC.	
School Proposal	IGD: Curriculum Adoption	Educational Program
Policy	The Board of Education is required by state statutes to determine the educational programs to be carried on in the schools of the district and to prescribe the textbooks for any course of instruction or study in such programs.	
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School's Proposed Replacement Policy	DCIS at Ford Elementary School will carry out an educational program consistent with its approved innovation plan and will utilize textbooks and curricular materials at a minimum as outlined in the innovation plan.	
School Proposal	IIA/ IIA-R: Instructional Materials	Educational Program
Policy	<p>The District will establish a standard for appropriate textbooks and equivalent learning materials by course and grade level in each academic core area.</p> <p>The departments of Elementary and Secondary Education will review annually each school's three-year plan in conjunction with the School Improvement Planning process to assure that the school is in compliance with Policy IIA, and meets or exceeds the district's standard for textbooks or their equivalent learning materials.</p>	
School's Proposed 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. The district will review the school's education plan every three years as part of the school's innovation status review.	
School Proposal	IJJ/ IJJ-R: Instructional Materials	Educational Program
Policy	<p>Instructional materials will be adopted by the Board of Education based upon their effectiveness in implementing the instructional program for which they are intended and according to the following criteria:</p> <ol style="list-style-type: none"> 1. The extent to which they are aligned with Denver Public Schools Standards for Success, 	

	<p>district goals, and adopted curricula;</p> <p>2. The extent to which they meet a wide range of needs, interests, and student performance levels;</p> <p>3. The extent to which they support teaching practices known to positively impact student learning; and</p> <p>4. The extent to which they reflect diversity in such areas as ethnicity, gender, national origin and handicapping conditions.</p> <p>Spanish and English language materials shall be adopted at the same time, if practicable.</p> <p>Schools shall use the current adopted instructional materials in each subject area, except as otherwise provided by superintendent and/or designee.</p> <p>Supplementary materials generally do not require adoption by the Board of Education.</p> <p>All schools use adopted textbooks for the core subject areas of mathematics, social studies, science, foreign language and language arts;</p> <p>Following subject area adoption, schools purchase new textbooks for the next school year using procedures developed by staff; and</p> <p>The Board of Education grants waivers for purchase and use of non-adopted textbooks in core subject areas, except that non-adopted textbooks may be purchased subject to approval of the Superintendent or his/her designees, prior to the dates below.</p> <p>Principals are encouraged to appoint a committee to review non-adopted textbooks and supplementary materials used in the school prior to considering approval/denial.</p>	
<p>School's Proposed Replacement Policy</p>	<p>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 the administrative team and approved by district staff. The district will review the school's education plan every three years as part of the school's innovation status review.</p>	
<p>School Proposal</p>	<p>IKE / IKE-R: Promotion, Retention and Acceleration of Students</p>	<p>Promotion, Retention and Acceleration of Students</p>
<p>Policy</p>	<p>When grade retention or acceleration of a student is considered as provided for in Policy IKE, procedural guidelines are as follows:</p> <ol style="list-style-type: none"> 1. The teacher will confer with the parents at least four months before the end of the school year about the reasons that grade retention or acceleration may be recommended. 2. The parents, principal, teacher, and other appropriate staff will confer about the 	

	<p>student's educational needs at least three months before the end of the school year. If retention or acceleration is to be a consideration, academic interventions to address the student's needs will be developed and implemented.</p> <p>3. The principal, teacher, and parents will confer prior to the end of the school year about the student's progress. Based on this, the student will be retained or accelerated if the principal and parents concur that it is in the best interests of the student. In such instances, an academic plan will be prepared that includes the following:</p> <ul style="list-style-type: none"> a. A summary of the school's interventions during the current year to meet the student's academic needs b. The interventions to be implemented during the next school year to meet the student's academic needs. <p>4. If the principal approves the grade retention or acceleration of the student and the parents do not concur, a letter stating the principal's recommendation and rationale will be placed in the student's record, and the student will not be retained or accelerated.</p>	
<p>School's Proposed Replacement Policy</p>	<p>Retention decisions for students performing below grade-level in core content areas will be made based on reading and math achievement levels as determined by multiple metrics, including those outlined in the READ Act. The teacher will inform administration when considering retention and will confer with the parents about the students progress by March 1st of the current school year, additional conversations will occur April 15th, and June 1st. If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended by the teacher to the principal and/or administrative team and guardian.</p> <p>If the administrative team approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the administrative team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees. The school will regularly communicate student performance to parents/guardians. DCIS at Ford will honor retention decisions made by other DSSN schools.</p>	
<p>School Proposal</p>	<p>GCF: Professional Staff Hiring</p>	<p>Human Resources Management: Hiring</p>
<p>Policy</p>	<p>From the list of available candidates for teaching positions in the Denver Public Schools, the superintendent shall recommend those persons best fitted to serve...Applicants for probationary appointments shall be required to have a bachelor's degree...Teachers in the Denver Public Schools shall hold a...teacher certificate...Exceptions to this certification requirement may be made by the superintendent in cases of teachers of adult vocational education and in other unusual cases.</p> <p>All applicants for probationary appointments shall be interviewed by the executive director</p>	

	<p>for personnel services or his representative.</p> <p>Prior to hiring any person, in accordance with state law the district shall conduct background checks.</p> <p>Reappointment after resignation: Teachers reappointed to teaching positions after resignation shall be employed on probationary appointments. A teacher who has been absent five years or less may be considered for reappointment at the salary to which he was entitled at the time of resignation.</p> <p>Reappointment of probationary teachers: Reappointment of probationary teachers shall be considered annually at a meeting of the Board prior to June 1.</p>	
School's Proposed Replacement Policy	<p>DCIS at Ford Elementary will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <p>DCIS at Ford Elementary 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>DCIS at Ford will not be required to accept direct placement teachers or staff through the direct placement process or to alter the hiring schedule or selection process.</p> <p>The DCIS at Ford 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 teachers shall be Highly Qualified Teachers. Background checks will be administered using the existing systems and processes for the district.</p>	
School Proposal	GCB: Professional Staff Contracts and Compensation	Human Resources Management: Hiring, Compensation, Job Descriptions
Policy	<p>It is the Board's intent to review all compensation plans annually with representatives of the district's teaching staff. Administrator's salaries shall be determined by Board action with consideration given to the assigned responsibilities and specialized training. Salaries shall be reviewed annually at the regular Board meeting in June, and contracts as appropriate. The school district shall adhere strictly to the employment contract procedures established by Colorado statutes.</p>	
School's	Teacher's employment with DCIS at Ford and the Denver Public Schools will be "at- will"	

Proposed Replacement Policy	<p>and will not be subject to the Teacher Employment Compensation and Dismissal Act of 1990, § 22-63-101, et seq. The teacher will have a right to end his/her work relationship with DCIS at Ford and the Denver Public Schools for any reason at any time with a 20 work day/30 calendar day resignation letter. DCIS at Ford 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 DCIS at Ford 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 DCIS at Ford if they do not secure a position through mutual consent.</p> <p>As described in this document, and included in Appendix E, DCIS at Ford is requesting innovat status to achieve maximum flexibility to:</p> <ul style="list-style-type: none">• Recruit and hire staff, including teachers, administrators, and other support personnel, using practices that will ensure employee fit with the school's Innovation Plan.• Post vacant positions, recruit, and hire staff as the need arises, even if such need falls outside the District's standard hiring cycle.• Not be subject to direct placement of teachers/staff members by the District.• Create non-traditional job descriptions, which may include adding roles to an description.• Hire non-licensed teachers for non-core subjects who are not required to meet NCLB highly qualified criteria; the school will hire teachers who meet the highly qualified requirements for all core content classes.• Create a professional development program that supports the Innovation Plan. DCIS at Ford will have the option to participate in District-provided professional development or to opt out and provide its own professional development that is specific to the unique needs of DCIS at Ford students, staff, and programs.
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	<ul style="list-style-type: none"> • Create a process to address under-performing employees. • Establish compensation rates and other methods of rewarding performance, including additional bonuses and/or incentives. • Implement other programs and policies, such as a dress code and employee and student conduct expectations that will support the school's culture as described in the Innovation Plan. <p>Such flexibility will be limited only by federal law, state statutes, Collective Bargaining Agreement provisions, and District Board policies not waived in this application.</p>	
School Proposal	GCID: Professional Staff Training, Workshops and Conferences	Human Resources Management: Professional Development
Policy	Attendance by school personnel at professional meetings shall be justified by meaningful guidelines or rationale for such attendance. Such guidelines or rationale may differ by department but shall be well-defined and understood by appropriate personnel. An understanding of reasonable expenses should be developed prior to travel. 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.	
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School's Proposed Replacement Policy	For purposes of this policy, the administrative leadership team 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 administrative leadership team. The school retains the option to participate or not participate in any professional development programs offered by the district.	
School Proposal	GBEBA: Staff Dress, Accessories and Grooming for Certificated Staff (Teachers)	Human Resource Management:
Policy	Certificated staff must exercise good judgment in their choice of professional appearance for work or work-related activities by always appearing in a manner: * that is appropriate to the situation,	

	<ul style="list-style-type: none"> * that will invoke a positive impression from the community, * that provides appropriate role modeling for students, * that promotes a working and learning environment that is free from unnecessary disruption, and * that is conducive to high student and staff performance. 	
School's Proposed 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"> • that is appropriate to the situation • that promotes ideals of respecting others, respecting self and respecting the environment • that demonstrates a readiness to work in all of the school's environments • that promotes a working and learning environment that is free from unnecessary disruption, and • that is conducive to high student and staff performance. <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	GBEBA-R: Staff Dress, Accessories and Grooming for Certificated Staff (Teachers)	Human Resource Management:
Policy	<p>Examples of professional attire include, but are not limited to, collared shirts, dress slacks, dress coordinates, suits, dresses, ties, and sport coats. Items that are not acceptable in the workplace include the following:</p> <ul style="list-style-type: none"> * attire that is prohibited in the student dress code * jogging shorts/running shorts, "cut-off" shorts (or any shorts or other similar article of 	

	<p>clothing shorter than mid-thigh)</p> <ul style="list-style-type: none"> * sunglasses and/or hats (inside the building) * rubber shoe thongs ("flip-flops") or bedroom slippers * athletic wear, such as jogging suits (except for physical education teachers while teaching PE or special events when appropriate) * skirts and dresses shorter than mid-thigh * underwear as outerwear * inappropriately sheer, tight, or short clothing * garments (i.e. "midriffs", halter tops, backless clothing, "tube" tops, garments made of fishnet, mesh or similar material, tank tops, "muscle" tops, etc.) that inappropriately bare or expose traditionally private parts of the body including, but not limited to, the stomach, buttocks, back, and breasts * any clothing, paraphernalia, grooming, jewelry, hair coloring, accessories, or body adornments that contain advertisement, symbols, words, slogans, patches, or pictures that are sexually suggestive; that are drug, tobacco, or alcohol-related or that are obscene, profane, vulgar, lewd, indecent, or plainly offensive * any clothing, paraphernalia, grooming, jewelry, accessories, or body adornments that are in any way disruptive or potentially disruptive to the learning environment or that pose a threat or potential threat to the safety or welfare of the employee or any other person * any other similarly inappropriate clothing, accessory, body adornment, etc., or inappropriate grooming or hygiene. <p>Principals are delegated the authority and bear the responsibility for ensuring compliance with this policy and are expected to counsel employees and discipline any violators (based on Article 11 of the DCTA negotiated Agreement) whom they supervise on professional appearance in conformance with the policy and these related procedures.</p>
<p>School's Proposed Replacement Policy</p>	<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"> • that is appropriate to the situation • that promotes ideals of respecting others, respecting self and respecting the environment • that demonstrates a readiness to work in all of the school's environments • that promotes a working and learning environment that is free from unnecessary

	<p>disruption, and</p> <ul style="list-style-type: none"> • that is conducive to high student and staff performance. <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>	
<p>School Proposal</p>	<p>GBEBB: Dress Code for Non-Teaching Staff</p>	<p>Human Resource Management:</p>
<p>Policy</p>	<p>Employees of the District project an image to the community and to students about the professionalism of the District. Therefore, the Board of Education hereby adopts this Dress Code Policy for all non-teaching staff, except for paraprofessionals, who are to follow policies GBEBB and GBEBB-R.</p> <p>During the workday and at all work-related activities, employees covered by this policy shall adhere to a standard of dress appropriate to their position and shall be neat and clean in appearance. Appropriate standard of dress shall be determined by an employee's position, type of work, and work location. Cabinet-level officials or their designees have the final authority to decide what is appropriate attire for employees working under their supervision.</p> <p>Uniformed workers shall continue to wear the approved uniform.</p> <p>Unacceptable items</p> <p>The following items are deemed disruptive and are not acceptable on District grounds or at District activities:</p> <ol style="list-style-type: none"> 1. Shorts, dresses, skirts or other similar clothing shorter than mid-thigh length 2. Sunglasses, hats, or head scarves worn inside a building 3. Inappropriately sheer, tight, loose or low-cut clothing that bares or exposes the stomach, back, breasts, buttocks, or genitalia. (For example, the following items are prohibited under this section: garments made of fishnet, mesh or similar material, and midriffs, halter tops, backless clothing, tube tops, muscle tops, revealing tank tops or sundresses, etc.). 4. Any clothing, paraphernalia, grooming, jewelry, hair coloring, accessories, or body adornments that are or contain any words, symbols, or pictures that: <ul style="list-style-type: none"> · Refer to drugs, tobacco, alcohol, or weapons · Are of a sexual nature · Are obscene, profane, vulgar, lewd, or legally libelous · By virtue of color, arrangement, trademark, or other attribute denote membership in gangs, clubs or other associations which advocate drug use, violence, or disruptive behavior · Threaten the safety or welfare of any person · Promote any activity prohibited by the student code of conduct · Pose a threat or potential threat to the safety or welfare of any person 	

	<p>· Otherwise disrupt the District's mission in delivering educational services</p> <p>5. Inappropriate footwear, including rubber sole thongs (flip-flops) or bedroom slippers</p> <p>6. Athletic wear, such as jogging suits (except that appropriate athletic clothing may be worn when assisting with physical education classes or when coaching athletic activities)</p> <p>7. Underwear as outer wear</p> <p>8. Inappropriate grooming or hygiene</p> <p>9. Any other grooming or attire that is prohibited in the student dress code applicable to the building to which the employee is assigned</p> <p>Exception</p> <p>Exceptions to this policy may be made by Cabinet-level officials or their designees to address a specific employee's medical, religious, or other similar needs.</p>	
<p>School's Proposed Replacement Policy</p>	<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"> • that is appropriate to the situation • that promotes ideals of respecting others, respecting self and respecting the environment • that demonstrates a readiness to work in all of the school's environments • that promotes a working and learning environment that is free from unnecessary disruption, and • that is conducive to high student and staff performance. <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>	
<p>School Proposal</p>	<p>GDD: Support Staff Vacations</p>	<p>Calendar and Schedule</p>
<p>Policy</p>	<p>Professional technical and nonaffiliated staff: Vacations and holidays for professional technical and nonaffiliated staff members shall be those determined by the officially adopted school calendar.</p> <p>Facility managers: Facility managers shall be granted 15 days of paid vacation per year.</p>	

	Those who have completed 15 years of continuous service...shall be granted an 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.	
School's Proposed Replacement Policy	GDD will be followed with the following exception: Vacations and holidays for professional, technical and nonaffiliated staff members shall be those determined by the DCIS at Ford school calendar and approved by the school's principal.	
School Proposal	IJOA: Field Trips / IJOA-R: Field Trips (Guidelines for Extended Excursions)	Educational Program
Policy	<p>Most educational excursions shall be carried out on school time to approved destinations listed in the catalog for approved excursions. Excursions to destinations not listed in the catalog may be arranged by following the accompanying procedures for field trips. Sometimes these experiences in the field will last overnight or for even longer periods. The accompanying procedures for extended excursions give guidance to teachers and principals so that judicious decisions may be made at the local level concerning most such excursions. When the proposed experience involves long, extended periods of time...principals shall seek counsel, direction and approval from their lead principal who in turn may secure approval from the superintendent or designee.</p> <p>School buses shall be provided for teachers to take their classes on educational excursions insofar as possible using bus allocations established for that school. When school buses are not available, arrangements may be made to use public transportation or private transportation. For all excursions requiring students transportation in school buses, arrangements should be made through the department of transportation.</p>	
School's Proposed Replacement Policy	DCIS at Ford will follow the district field trip policies and procedures with two exceptions: The school will design field trips to match the International Studies curriculum and may be outside of the district catalog. In such situations, DCIS at Ford 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 transportation provider.	
School Proposal	IKB: Homework	Educational Program
Policy	<p>Parents should expect their children to have regular homework assignments and should question the lack of such assignments.</p> <p>Elementary school: The amount, length and type of homework at the elementary school level may vary according to individual needs and the classes and courses selected, but the</p>	

	<p>minimum amount assigned shall be as follows:</p> <p>Kindergarten and grade 1- 10-15 minutes, one or two days per week</p> <p>Grade 2- 10-20 minutes, two days per week</p> <p>Grade 3- 15-25 minutes, two days per week</p> <p>Grade 4- 15-30 minutes, two to three days per week</p> <p>Grade 5- 20-30 minutes, three to four days per week</p> <p>Middle school</p> <p>A minimum of five hours of homework per week shall be assigned. This shall be mainly representative of the major academic disciplines but may include other subject areas.</p> <p>High school</p> <p>The amount of homework assigned to high school students shall vary depending upon specific subjects taken and the grade level. The expected minimum amount of homework shall be 10 hours per week in grades 9 through 12.</p>	
School's Proposed Replacement Policy	<p>Homework should be meaningful and designed to reinforce skills that have been taught in the class. Homework may be distributed daily. The homework activities must include independent practice based on the weekly teachings, as well as daily reading. Teachers will hold students accountable for turning in homework and use appropriate consequences when students do not follow through on their responsibilities.</p> <p><u>Basic Guidelines:</u> reading for 15-20 minutes daily plus 10 minutes per grade level of other work. For example: first grade has reading plus 10 minutes of other homework; second grade has reading plus 20 minutes of other homework, etc.</p>	
	Policy Waived	Area of Impact
School Proposal	GDO: Evaluation of Support Staff	Human Resource Management: Staff Evaluation
Policy	<p>All classified employees in the Denver Public Schools shall be appraised throughout the first two years of employment and at least annually thereafter. Transportation personnel shall be appraised each six months during the first two years and each year during continued employment. Buildings and grounds personnel shall receive an appraisal each six months during the first year and annually thereafter. Operations employees, helpers and assistant custodians shall be appraised after the first 30 and on a six-month sequence during the first two years and then semi-annually throughout employment. Head custodians shall be appraised once each year. Nonaffiliated and professional technical employees shall follow the pattern of six months for appraisal during the first two years and annually thereafter. Food services personnel shall be appraised once each year throughout continued employment. Classified office personnel shall receive an evaluation each six months during</p>	

	<p>the first two years of employment and for two years after a change of job status. Appraisal of facility managers shall be the responsibility of the principal or immediate supervisor with input from area supervisors in accordance with Board-approved procedures.</p> <p>Review The principal department head, area supervisor or foreman shall review the results of the appraisals with each classified employee and provide the employee with a copy of the appraisal.</p> <p>Signatures Classified employees' signatures on appraisal reports shall indicate only that they are acquainted with the contents of the reports.</p>
School's Proposed 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>
<u>GCF-2 : Professional Staff Hiring (Athletic Coaches)</u>	<p><u>Human Resource Management: Hiring</u></p>
	<ul style="list-style-type: none"> <u>The School requests waivers from policy GCF-2.</u> <p><u>The School has the authority to develop and implement its own policy for hiring athletic coaches.</u></p>
<u>GDJ and GDJ-R: Support Staff Assignments and Transfers (including Facility Managers)</u>	<p><u>Human Resource Management: Staff Assignments and Transfers</u></p>
	<ul style="list-style-type: none"> <u>The School requests waivers from policies GDJ and GDJ-R.</u> <u>The School has the authority to develop a process to make decisions regarding staff assignments and transfers within the school.</u> <p><u>In collaboration with the District's 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.</u></p>

<u>GDK: Support Staff Schedules and Calendars</u>	<u>Calendar & Schedule</u>
	<ul style="list-style-type: none"> • <u>The School requests waivers from policy GDK.</u> The School has the authority to develop its own annual calendar and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.
<u>GDQD-R: Procedures for Dismissal of Full-Time Classified Employees</u>	<u>Human Resource Management: Dismissals</u>
	<ul style="list-style-type: none"> • <u>The School requests waivers from policy GDQD-R.</u> The School has the authority to develop its own policies and procedures to dismiss full-time classified staff.
<u>IEA: Alternative Grade Level Organization in Neighborhood Schools (K-8 Policies)</u>	<u>Education Program</u>
	<ul style="list-style-type: none"> • <u>The School requests waivers from policy IEA.</u> The School has the authority to adopt a grade level configuration that aligns with the Innovation Plan.
<u>IF: Voluntary School Initiated Designs</u>	<ul style="list-style-type: none"> • <u>Calendar & Schedule</u> • <u>Education Program</u>
	<ul style="list-style-type: none"> • <u>The School requests waivers from policy IF.</u> • <u>Following the District's approval process as 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.</u> The School's education program will meet or exceed minimum standards of the District and state.

DCTA Contract Waivers

School Proposal	DCTA: Article 1-2: Definition of Teacher	Human Resources: Teacher Licensure
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.	
School's Proposed Replacement Policy	DCIS at Ford Elementary School teachers will include teaching personnel who are licensed by the CDE as well as teaching personnel who are not licensed and are providing supplemental or enrichment instruction. All necessary teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competency for their assignment. (ESEA)	
School Proposal	Article 5-4: School Leadership Team	Management
Policy	<p>Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives who should represent a cross section of the faculty including grade levels, specials, department chairs and special service providers. These (SLT) members are elected annually by a majority of the faculty voting by secret ballot. The SLT will seek to operate in an environment marked by mutual support and respect.</p> <p>The SLT will make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision. The SLT will meet regularly.</p> <p>Their responsibilities shall include:</p> <ul style="list-style-type: none"> a. Review data and collaborate in the development of the School Improvement Plans; b. Review and collaborate on the design of and schedule for the professional development plan within the 40 hour work week. The SLT shall take into consideration other professional development and teacher obligations in scheduling this time; 	

	<p>c. Review and collaborate on the implementation of the District’s instructional program as it specifically applies to classrooms and grades at the school including prioritizing and sequencing activities within the teacher work week;</p> <p>d. Collaborate to identify strategies for increasing enrollment at the school;</p> <p>e. Collaborate to develop communication strategies for regularly reporting student progress to parents;</p> <p>f. Collaborate to implement best instructional practices;</p> <p>g. Perform additional duties as outlined in Article 8.</p>	
<p>School’s Proposed Replacement Policy</p>	<p>As described in the Innovation Plan, the School’s Collaborative School Committee will be replaced by the School Accountability Committee (SAC) to support the implementation of the Innovation Plan.</p> <p>The functions of the School Accountability Committee (SAC) will be dedicated to supporting the mission of DCIS at Ford in all aspects of school operations, including instruction. The SAC may include parents, administrators, and teachers. It may, as needed, divide into sub committees that work on specific tasks, such as attendance, literacy, uniforms, hiring for specific positions, etc. The accountability committee will meet once a month. Its purpose is to monitor the school’s fulfillment of its vision, mission, goals and objectives. The committee is responsible for monitoring the school’s progress toward meeting its academic performance goals, non-academic performance goals, and its organizational and operational goals.</p>	
<p>School Proposal</p>	<p>Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load</p>	<p>Calendar & Schedule</p>
<p>Article Summary</p>	<p>Article 8 - Professional Standards School Leadership Team. Each school will have a School Leadership Team as described in 5-4. The SLT will be responsible for making decisions as noted in Article 8. Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) ...only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the faculty. Information about such changes will be sent to the Instructional Issues Council for tracking purposes.</p>	

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

8-1-1 In addition to the one hundred eighty-four (184) days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 32. New teachers will be paid for orientation meetings on the next practical payday. Teachers hired after the orientation process will be afforded comparable training opportunities to that offered during orientation.

8-1-2 The length of the contract year for teachers shall be one hundred eighty-four (184) days. Except as otherwise determined by the SLT, non student contact days shall include the equivalent of four and one half (4.5) full self-directed teacher planning days to be distributed in meaningful increments, and three (3) full professional days to be directed by the principal and one parent conference day. If the District continues the benchmark assessment program, three (3) or more days shall be set aside to grade and analyze data from benchmarks and other related assessments...

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

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

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

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

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

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

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

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

8-3 Planning Time.

	<p>Each elementary/ECE/K-8 school teacher shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week. Within the three-hundred-minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day.</p> <p>8-7 Non-Teaching Duties.</p> <p>8-7-1 Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teachers will have the same assignment for more than four (4) consecutive semesters, unless the teacher agrees to such assignment.</p>
<p>School's Proposed Replacement Policy</p>	<p>DCIS at Ford may follow the network created calendar or the calendar created by the administrative team that best meets the needs of the students, community, and staff. The calendar and school day schedule will meet or exceed 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. 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>SLT: See replacement policy for Article 5-4.</p> <p>8-1-Contract Year: The contract year for teachers will be extended to include additional mandatory professional development days prior to the start of the school year. In addition, the contract year for some teachers may be extended to provide a summer academy for students who are not yet achieving at grade level. Teachers will be compensated for additional days via a stipend that is determined by site based budget availability. Non student contact days, planning days, assessment days, and professional development days will be determined by the administrative team annually, consistent with the innovation plan, as part of the adoption of the school calendar. Student school contact days will be extended to increase instructional time and the teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time.</p> <p>8-1-3: There is an expectation that teachers will attend beyond the contract year for</p>

	<p>professional development determined by the principal if: a. the program needs to be scheduled outside the contract year, b. educational reason is sound.</p> <p>8-1-4: Evening Meetings. Each teacher may be required to attend up to five (5) evening events per year.</p> <p>8-2: The teacher work week may be extended beyond 40 hours to include extended student time as well as additional collaborative planning and professional development time. The principal shall have authority to permit teachers to diverge from the regular school day. Evening meetings will be scheduled, as necessary, to implement the innovation plan. In accordance with the innovation plan.</p> <p>8-2-2: DCIS at Ford may exercise an extended day and extended year dependent on funding. If the number of days exceeds 200, the staff will have the ability to exercise a vote.</p> <p>8-3: Planning time will be allocated to support Professional Development, team, and individual planning.</p>	
School Proposal	Article 10: Teacher Evaluation: Describes the Evaluation Process for Teachers	Human Resource Management: Teacher Evaluation
Policy	<p>10-1-6 “Evaluator” means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their building, but may designate other qualified administrators to assume evaluation responsibilities. Student Services Managers are responsible for evaluations of their personnel as determined by the District.</p> <p>10-2 Types of Evaluations. The school district has 3 (three) types of evaluation:</p> <p>10-2-1 Probationary Evaluation. Probationary evaluations are conducted on an annual basis during the teacher’s probationary employment. Probationary teachers are those contract teachers who hold a valid Colorado teacher license and are in the first three years of teaching or service with the district. Teachers with authorizations or emergency licenses shall follow the probationary evaluation process and shall not be considered probationary until such time as they hold a Colorado professional teaching license. Probationary teachers receive a minimum of two documented observations. At least one of the observations is formal.</p> <p>10-2-2 Non-Probationary Evaluation. Non-probationary evaluations are conducted once every three years for teachers who have successfully completed their probationary period. Non-probationary teachers receive a minimum of one documented observation. At least one of the observations is formal.</p> <p>10-2-3 Special Evaluation. Special evaluations are conducted when a supervisor determines that a teacher requires assistance in a non-evaluation year. Managers can recommend to an evaluator that a Student Services Professional be put on special</p>	

	<p>evaluation.</p> <p>10-3 Timeline for conducting professional evaluation. Probationary teachers are evaluated yearly while designated as probationary and in the first year of non-probationary status.</p> <p>Thereafter, evaluations are to be conducted every three years. The exception to this is special evaluation, see article 10-8.</p> <p>10-3-1 Compensation as it relates to evaluation, Article 31-11 and ProComp Agreement, Articles 7.4.3 and 7.4.4</p> <p>10-4 Evaluators. The school principal is responsible for all evaluations in the school building and to use of the appropriate standards/criteria/rubric and form. When a teacher is assigned to more than one building, the home school principal must coordinate the evaluation with the appropriate principals or qualified managers. As necessary, the principal will identify a designated evaluator for each teacher, as well as other administrators who may be asked to conduct classroom observations. Designated evaluators work at the direction of the principal and they are responsible to the principal. Student Services Personnel are responsible for evaluations of their personnel as determined by the district, using the appropriate evaluation tool.</p> <p>10-4-1 To the extent required by state law, evaluators must hold a state principal/administrator license, be trained in evaluation skills that will enable him or her to make a fair, professional, and credible evaluation of the personnel whom he or she is responsible for evaluating.</p>
<p>School's Proposed 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 and staff members designated by the principal may evaluate teachers.</p> <p>10-2: The school has only one type of evaluation, which applies to all teacher's 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 ensue the appropriate standards are being used. As necessary, the principal will identify designated evaluators for each teacher.</p> <p>10-4-1: Evaluators will receive district approved teacher evaluation training but will not be required to hold a state administrator license.</p> <p><u>When given a Plan of Improvement for Performance, DCIS at Ford will extend a 20 day work day period for performance to meet the identified areas for improvement. The plan will include specified areas for improvement, criteria, observations, supports, and dates to meet and assess progress. Employees may be dismissed if the identified areas of improvement are not met within that time frame. Likewise, all certified</u></p>

	<u>employees will be required to give 20 work days and/or 30 days notice of resignation in writing in keeping with DPS policy.</u>	
School Proposal	Article 11: Complaints Against Teachers/Administrative Leave/Corrective Action	Human Resources Management
Policy	<p>11-2 Administrative Leave. If a principal decides to place a teacher on administrative leave for...the principal or designee shall meet with the teacher to give specific allegation(s) and the basic reason why the administrative leave for investigation is necessary, when possible.</p> <p>11-2-1 The meeting shall take place at the end of the school day or whenever it is appropriate.11-2-2 The principal shall provide the teacher a copy of the administrative leave checklist and review it with the teacher. The teacher shall sign the form only as acknowledgement of receipt..11-2-3 At the teacher’s request a meeting will be held within three (3) school days...to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting. 11-2-4...If an investigation must extend beyond seven (7) calendar days...the teacher and the Association will be notified by phone calls...[with]...the reasons for the extension and the expected date of completion...11-2-5</p> <p>During the investigation, the teacher...will... receive full pay. 11-2-6 Following completion...the principal or designee shall...share the results...and give the teacher an opportunity to respond...11-2-7 Administrative leave should be considered as an option to be used only when necessary to protect the students or staff or to conduct an appropriate investigation...There will be no record of the leave in a teacher’s personnel file...11-2-8 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves for the prior year to ensure that the above procedures have been implemented appropriately.</p> <p>11-3 Corrective Action. Before taking a corrective action against a teacher, the principal shall investigate the situation, meet with the teacher and give the teacher an opportunity to respond.</p>	
School’s Proposed Replacement Policy	All teachers are “at-will” employees. <u>In issuing corrective action, the School will follow the District’s Basic Fairness and Due Process guide.</u>	
School Proposal	Article 13-7 Hiring timelines, 13-8 Personnel Committee	Human Resources Management: Hiring & Staff Assignments
Article Summary	13-7 Timelines. The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs. The timeline for the key dates and activities listed	

	<p>below will be communicated to the Association no later than January 31. Unless there is a fiscal or enrollment exigency, the key dates and activities cited below will be completed by the end of the traditional calendar year.</p> <p>Key dates and activities:</p> <ul style="list-style-type: none"> • Teachers verify consideration group (Article 13-10) <input type="checkbox"/> District notifies the Association of shortage areas, with an opportunity for discussion with the District. • Teacher requests for Intent to Vacate, Early Retirement Incentive, move to part time/job share, Extended Leave of Absence, and Return from Leave notice submitted. • Recommendation for non-renewal of probationary teachers. • In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15) • Schools report vacancies. (Article 13-17) Vacancies are posted. • Teachers apply to transfer for vacancies. (Article 13-18) • Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20) • Assignment of unassigned non-probationary teachers. (Article 13-194) • End of open market staffing cycle. <p>13-8 Personnel Committee.</p> <p>13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and Reduction in Building Staff (RIBS) at the school building.</p> <p>13-8-2 The Personnel Committee will be composed of the principal and three (3) teachers chosen by a vote of the faculty, and may have no more than two (2) parent(s) as member(s) appointed by the Collaborative School Committee.</p> <p>13-8-3 Teacher members will be chosen by the faculty.</p> <p>13-8-4 The Personnel Committee will make decisions by consensus...</p> <p>13-8-5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance...</p> <p>13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.</p>
<p>School's Proposed Replacement Policy</p>	<p>DCIS at Ford Elementary 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. DCIS at Ford Elementary will not accept direct placements from the district or assignment of unassigned non-probationary teachers.</p>

	<p>A temporary hiring committee will be constructed for each specific vacancy, 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 DCIS at Ford Elementary administrative team will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. The decision will be based on performance, professionalism, and merit.</p>	
School Proposal	Article 14-1: Summer School Teaching Positions	Human Resource Management: Hiring & Staff Assignments
Policy	<p>14-1 Summer School and Evening School. Summer and evening school programs shall be provided flexibility of design and implementation following the guidelines set forth below.</p> <p>14-1-1 Staffing. The purpose of all staffing procedures is to find the most suitable candidates for the teaching positions needed to run the summer school.</p> <p>14-1-1-1 Summer school teaching positions shall be posted.</p> <p>14-1-1-2 Postings shall include the following basic components: descriptions of any teaching position that may be included in the summer school, and an explanation of the selection process.</p> <p>14-1-1-3 All teaching positions in summer school programs will be filled first by teachers currently in the District.</p> <p>14-1-2 Compensation. Teachers will be paid for summer and evening work as provided in Article 32.</p>	
School's Proposed Replacement Policy	<p>To the extent that DCIS at Ford holds a summer school, we will seek to fill summer school positions with its own teachers to the extent possible. Teachers will be compensated for summer school time based on available funds in the school site based budget. This may or may not be accordance with DPS standards.</p>	
School Proposal	Article 20: Procedures for Conducting Reduction in Force	Human Resource Management: Staffing
Policy	<p>20-2 No new staff members shall be employed by the District so long as there remain employees of the District whose contracts have been canceled unless those employees do not have proper certification, endorsement and qualifications to fill the vacancies which may occur. Such priority consideration will be for a period of three (3) years following the reduction.</p>	

	<p>20-2-1 Teachers will be hired in reverse order of reduction provided the teacher is certified and endorsed for the vacancy.</p> <p>20-2-2 The District will send a registered or certified letter to the teacher's last known permanent address. It shall be the teacher's responsibility to notify the District of any change in their permanent address.</p> <p>20-2-3 Teachers must accept the assignment within ten (10) days of the postmark date of the recall notice, or the position will be offered to the next certified and endorsed teacher. The liability of the District to recall employees whose employment contracts have been canceled shall terminate if the employee does not accept reemployment.</p> <p>20-2-4 When the former employee is re-employed, all accrued benefits at the time of the non-renewal shall be restored, including all eligible credit on the salary schedule.</p>	
School's Proposed Replacement Policy	DCIS at Ford Elementary School will not participate in the district Reduction in Force process and will not accept direct placement of district employees who have had their contracts canceled. New staff members will be employed at the school based on their qualifications and fit with the school innovation plan and position requirements.	
School Proposal	Article 25: Procedures for Arranging Job Sharing Assignments and Half-Time	Human Resource Management: Staff Assignments
Policy	<p>25-1 Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent non-probationary teachers who wish to work only half-time. Procedures for assignment to a job sharing or half-time position will be available upon request from the Department of Human Resources.</p> <p>25-1-1 Application for a job sharing or half-time position must be made in writing to the Department of Human Resources by the published date.</p> <p>25-1-2 Teachers wishing to job share must find another teacher who also wishes to job share.</p> <p>25-1-3 Job share and half-time assignments, when possible, shall be for one (1) year at a time.</p> <p>25-1-4 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.</p> <p>25-1-5 To be effective, the job sharing or half-time assignments must be approved by the CSC at the school to which the teachers are assigned.</p> <p>25-2 Teachers will be notified of placement during the teacher staffing process.</p>	
School's Proposed 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 administrative team. The school's administrative team 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.	
CBA Article/Section	Article 32: Extra Duty Compensation	Human Resources Management: Compensation
Article Summary	In accordance with the provisions for work week and work year found in Articles 8-1 and 8-2, any time a teacher agrees to perform work for the District beyond the work week or workYear, that teacher will be compensated as described in this Article. See Extra Duty Compensation schedule in Article 32 Various tables that specify compensation levels for activities that include: substitute pay, hourly rates, activity salaries with steps and schedules.	
School's Proposed Replacement Policy	The school's network and school administrative team will determine extra duty compensation for extended day and extended year hours and additional roles and responsibilities consistent with the innovation plan. <u>Extra duty pay rates will be set during the spring budgeting cycle, no later than May 15th.</u>	
CBA Article/Section	Article 7: Grievance Policy	Human Resources Management
Article Summary	6 pages. Sections include: 1. Definitions, Purpose, Procedure (Level 1, Level 2, Level 3 Mediation/arbitration), Rights of teachers to representation, miscellaneous	
School's Proposed 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>	

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.

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.

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

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

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

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

	<p>7-3-3 Level Two. The Human Resources Director or Instructional Superintendent will go to the school and meet with the teacher and principal to facilitate a resolution. Such meeting will take place within seven (7) school days after receipt of the written grievance by the Department of Human Resources. Any resolution determined by the Human Resources Director or Instructional Superintendent will be considered final.</p> <p>7-4 Miscellaneous. If the time limits for processing a grievance are not met by the administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved. The Department of Human Resources may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.</p>	
<p>School Proposal</p>	<p>Assignments, Schedules and Transfer (Article 13): Describes District and School Procedures for</p>	<p>Human Resource Management: Hiring & Staff Assignments</p>
<p>Policy</p>	<p>10 Pages. Sections include: Timelines with the HR process, Hiring through Personnel Committee, Reduction in Building Staff (RIBS), Voluntary Transfers, In-Building Bidding, Posting Vacancies, Applications, Selection Procedure,</p>	

School's Proposed Replacement Policy	<p>DCIS at Ford Elementary will work with the district HR office to post teaching positions through the district website. From this posting, DCIS at Ford will engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels.</p> <p>The school will create an interview process/questions that reflect Turnaround Competencies and International Studies values.</p> <p>The school will use the district salary schedules as a guide, but requires autonomy in determining the years of experience in order to account for private and other school experience. Based on the school's need to hire the most qualified candidate, the school will have autonomy to offer additional pay to recruit, hire, and retain the most qualified candidate.</p> <p>DCIS at Ford will begin the hiring process by evaluating District postings of all candidates that indicated an interest in becoming part of the DCIS at Ford's educational team. Candidate applications and resumes will be reviewed by the selected Personnel Committee. When possible, this will consist of the Principal and Assistant Principals, and up to four other staff members to include classroom teachers.</p>
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STATE STATUTE WAIVERS

School Proposal	Colorado State Statutes: Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel	Human Resource Management: Teacher Evaluations
Policy	<p>(1.5) (a) A local board or board of cooperative services may adopt the state model performance evaluation system established by the rules promulgated by the state board pursuant to section 22-9-105.5 or may develop its own local licensed personnel evaluation system that complies with the requirements established pursuant to this section and the rules promulgated by the state board. If a school district or board of cooperative services develops its own local licensed personnel evaluation system, the local board or board of cooperative services or any interested party may submit to the department, or the department may solicit and collect, data related to said personnel evaluation system for review by the department.</p> <p>(4) (a) Except as provided in paragraph (b) of this subsection (4), no person shall be responsible for the evaluation of licensed personnel unless the person has a principal or administrator license issued pursuant to article 60.5 of this title or is a designee of a person with a principal or administrator license and has received education and training in evaluation skills approved by the department of education that will enable</p>	

	him or her to make fair, professional, and credible evaluations of the personnel whom he or she is responsible for evaluating. No person shall be issued a principal or administrator license or have a principal or administrator license renewed unless the state board determines that such person has received education and training approved by the department of education.	
School's Proposed Replacement Policy	<p>DCIS at Ford Elementary will implement the district licensed personnel evaluation system (LEAP) that complies with the requirements established pursuant to this section and the rules promulgated by the state board and Senate Bill 10-191. Evaluation of educators will be the responsibility of school leaders or those designated by the school principal. Each teacher will be assigned an evaluator from the administrative team. Evaluators of school personnel will receive a district 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 two formal evaluations 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>	
School Proposal	Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay	Human Resource Management: Staff Hiring, Compensation
Policy	<p>22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:</p> <p>(f) (I) To employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation...A board of a district of innovation...may delegate the duty specified in this paragraph (f) to an innovation school,</p>	
School's Proposed Replacement Policy	<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 administrative team, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the school administrative team shall determine the rate of pay for the following school year.</p>	
School Proposal	Section 22-32-109(1)(g): Handling of Money	Budget

Policy	(g) To require any employee or other person who may receive into his custody moneys which properly belong to the district to deliver such moneys to the treasurer of the district, or to deposit such moneys in a depository designated by the board;	
School's Proposed Replacement Policy	In accordance with the innovation plan, DCIS at Ford Elementary School may receive moneys and deposit such moneys into a school account. The School will establish an account with the district to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at DCIS at Ford Elementary. The school will account for all moneys that it receives directly and will report to the DPS board.	
School Proposal	Section 22-32-109(1)(n)(l): Schedule and Calendar	Calendar and Schedule
Policy	(n) (l) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (l) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive the provisions of this subparagraph (l) upon application therefore by the board of education of the district.	
School's Proposed Replacement Policy	DCIS at Ford will follow a school adopted calendar created by the administrative team which best meets the needs of the students, community, and staff. The calendar may be revised every year. The calendar and school day schedule will meet or exceed 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. 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.	
School Proposal	Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Calendar and Schedule
Policy	(II) (A) The actual hours of teacher-pupil instruction and teacher-pupil contact specified in subparagraph (I) of this paragraph (n) may be reduced to no fewer than one thousand fifty-six hours for secondary school pupils, no fewer than nine hundred sixty eight hours for elementary school pupils, no fewer than four hundred thirty-five hours for half-day kindergarten pupils, or no fewer than eight hundred seventy hours for full-day kindergarten pupils, for parent-teacher conferences, staff in-service programs, and closing deemed by the board to be necessary for the health, safety, or welfare of students.	
School's Proposed Replacement Policy	In accordance with the innovation plan, DCIS at Ford Elementary School administrative team 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. This will not exceed 8 hours a day for teacher-pupil instruction or 9 hours for the teacher work day.	
School Proposal	Section 22-32-109 (1)(n)(II)(B): School Calendar	Calendar and Schedule
Policy	(B) Prior to the beginning of the school year, each district shall provide for the adoption of a district calendar which is applicable to all schools within the district...A copy of the calendar shall be provided to the parents or guardians of all children enrolled...Such calendar shall include the dates for all staff in-service programs...[The] school administration shall allow for public input from parents and teachers prior to scheduling ...staff in-service programs. Any change in the calendar...shall be preceded by adequate and timely...of not less than thirty days.	
School's Proposed Replacement Policy	DCIS at Ford may follow the network created calendar or the calendar created by the administrative team which best meets the needs of the students, community, and staff. The calendar and school day schedule will meet or exceed 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. 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. The maximum number of school days per year will be 205 for teachers and 183 for students.	
School Proposal	Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks	Education Program
Policy	(t) To determine the educational programs to be carried on in the schools of the district and to prescribe the textbooks for any course of instruction or study in such programs;	
School's Proposed Replacement Policy	In accordance with the innovation plan, DCIS at Ford Elementary School will determine its textbooks and curricular materials, including non-adopted textbooks. The DPS Board authorizes DCIS at Ford Elementary School to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. All substantial material changes to the district educational program must be communicated to the district office of the CAO for review.	
School Proposal	Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards	Education Program
Policy	(aa) To adopt content standards and a plan for implementation of such content standards pursuant to the provisions of section 22-7-407;	
School's Proposed Replacement Policy	In accordance with the innovation plan, DCIS at Ford Elementary School will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to DCIS at Ford Elementary 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.	
School Proposal	Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Human Resource Management: Professional Development
Policy	(jj) To identify any areas in which one or more of the principals of the schools of the school district require further training or development. The board of education shall contract for or otherwise assist the identified principals in participating in professional development programs to assist the identified principals in improving their skills in the identified areas.	

School's Proposed Replacement Policy	DCIS at Ford Principal and administrative team in conjunction with 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	22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel	Human Resource Management: Staff Dismissals
Policy	<p>(1) In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment:</p> <p>(h) To discharge or otherwise terminate the employment of any personnel. A board of a district of innovation, as defined in section 22-32.5-103 (2), may delegate the power specified in this paragraph (h) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).</p>	
School's Proposed Replacement Policy	All DCIS at Ford employees are "at-will." The teacher will have a right to end his/her work relationship with DCIS at Ford and the Denver Public Schools for any reason at any time with a 20 work day/30 calendar day resignation letter. DCIS at Ford 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. <u>The DPS board delegates the power specified in this paragraph (h) to DCIS at Ford.</u>	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception	Human Resource Management: Hiring and Teacher Qualifications
Policy	<p>(1) Except as otherwise provided in subsection (2) of this section, the board of a school district shall not enter into an employment contract with any person as a teacher, except in a junior college district or in an adult education program, unless such person holds an initial or a professional teacher's license or authorization issued pursuant to the provisions of article 60.5 of this title.</p> <p>(2) (a) The general assembly hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school</p>	

	<p>district. To facilitate the employment of these persons and comply with the requirements of federal law, the general assembly has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to be a highly qualified teacher. The general assembly strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school district.</p> <p>(b) A school district may hire a person who holds an alternative teacher license to teach as an alternative teacher pursuant to an alternative teacher contract as described in section 22-60.5-207.</p> <p>(3) The board of a school district may enter into an employment contract with any person to serve as an administrator based upon qualifications set by the board of the school district. Nothing in this article shall be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title.</p>
<p>School's Proposed Replacement Policy</p>	<p>DCIS at Ford Elementary will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <p>DCIS at Ford Elementary 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>DCIS at Ford will not be required to accept direct placement teachers or staff through the direct placement process or to alter the hiring schedule or selection process.</p> <p>The DCIS at Ford 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 teachers shall be Highly Qualified Teachers. Background checks will be administered using the existing systems and processes for the district.</p>

School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision	Human Resource Management: Hiring, Contracts and Employment Offer Letters
Policy	<p>(1) Except for a part-time or substitute teacher, every employment contract entered into by any teacher or chief administrative officer for the performance of services for a school district shall be in writing.</p> <p>(2) (a) A teacher or chief administrative officer and the board may mutually agree to terminate the teacher's or chief administrative officer's employment contract at any time.</p> <p>(b) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall not terminate his or her employment contract with the board without the agreement of the board unless:</p> <p>(I) If the teacher or chief administrative officer intends to terminate his or her employment contract for the succeeding academic year, the teacher or chief administrative officer gives written notice to the board of his or her intent no later than thirty days prior to the commencement of the succeeding academic year or, if a school district operates an alternative year program, not less than thirty days before the commencement of services under the employment contract; or</p> <p>(II) If the teacher or chief administrative officer intends to terminate his or her employment contract for the current academic year after the beginning of the academic year, the teacher or chief administrative officer shall give written notice to the board of his or her intent at least thirty days prior to the date that the teacher or chief administrative officer intends to stop performing the services required by the employment contract.</p> <p>(b.5) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall accept the terms of the employment contract for the succeeding academic year within thirty days of receipt of the contract, unless the teacher or chief administrative officer and the district have reached an alternative agreement. If a teacher or chief administrative officer does not accept the terms of the employment contract within thirty days of receipt, the district shall be authorized to open the position to additional candidates.</p> <p>(c) Each employment contract executed pursuant to this section shall contain a damages provision whereby a teacher or chief administrative officer who violates the provision required by paragraph (b) of this subsection (2) without good cause shall agree to pay damages to the school district, and the board thereof shall be authorized to collect or withhold damages from compensation due or payable to the teacher or chief administrative officer, in an amount equal to the lesser of:</p> <p>(I) The ordinary and necessary expenses of a board to secure the services of a</p>	

suitable replacement teacher or chief administrative officer; or

(II) One-twelfth of the annual salary specified in the employment contract.

(c.5) (I) The general assembly finds that, for the fair evaluation of a principal based on the demonstrated effectiveness of his or her teachers, the principal needs the ability to select teachers who have demonstrated effectiveness and have demonstrated qualifications and teaching experience that support the instructional practices of his or her school. Therefore, each employment contract executed pursuant to this section shall contain a provision stating that a teacher may be assigned to a particular school only with the consent of the hiring principal and with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of his or her school.

(II) Repealed.

(III) (A) Any active nonprobationary teacher who was deemed effective during the prior school year and has not secured a mutual consent placement shall be a member of a priority hiring pool, which priority hiring pool shall ensure the nonprobationary teacher a first opportunity to interview for a reasonable number of available positions for which he or she is qualified in the school district.

(B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which committee shall develop such policies. Upon notice to the nonprobationary teacher, the school district shall immediately provide the nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position.

(C) This subparagraph (III) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented

statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs.

(IV) If a nonprobationary teacher is unable to secure a mutual consent assignment at a school of the school district after twelve months or two hiring cycles, whichever period is longer, the school district shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment at a school of the school district while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave.

(V) Nothing in this section shall limit the ability of a school district to place a teacher in a twelve-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. Such an assignment shall not constitute an assignment through school-based hiring and shall not be deemed to interrupt the period in which the teacher is required to secure an assignment through school-based hiring before the district shall place the teacher on unpaid leave.

(VI) The provisions of this paragraph (c.5) may be waived in whole or in part for a renewable four-year period by the state board of education pursuant to section 22-2-117, provided that the local school board applying for the waiver, in conjunction with the superintendent and teachers association in a district that has an operating master employment contract, if applicable, demonstrates that the waiver is in the best interest of students enrolled in the school district, supports the equitable distribution of effective teachers, and will not result in placement other than by mutual consent of the teacher in a school district or public school that is required to implement a priority improvement plan or turnaround plan pursuant to article 11 of this title. Notwithstanding the provisions of this paragraph (c.5), a waiver shall not be granted for a request that extends the time for securing an assignment through school-based hiring for more than two years.

(VII) This paragraph (c.5) shall apply to any teacher who is displaced as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

(d) The department of education may suspend the license, endorsement, or authorization of a teacher or chief administrative officer who fails to provide the notice required by paragraph (b) of this subsection (2) and who abandons, fails, or refuses to perform required services pursuant to an employment contract, without good cause.

(3) A teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section 22-63-302 or may have

	<p>his or her employment contract cancelled during the contractual period when there is a justifiable decrease in the number of teaching positions. The manner in which employment contracts will be cancelled when there is a justifiable decrease in the number of teaching positions shall be included in any contract between the board of education of the school district and school district employees or in an established policy of the board, which contract or policy shall include the criteria described in section 22-9-106 as significant factors in determining which employment contracts to cancel as a result of the decrease in teaching positions. Effective February 15, 2012, the contract or policy shall include consideration of probationary and nonprobationary status and the number of years a teacher has been teaching in the school district; except that these criteria may be considered only after the consideration of the criteria described in section 22-9-106 and only if the contract or policy is in the best interest of the students enrolled in the school district.</p> <p>(4) (a) Notwithstanding the provisions of section 24-72-204 (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the requesting school district or school the reason or reasons why a teacher left employment with the original school district. Upon the specific request of a school district at which a teacher has applied for employment, a school district may disclose any pertinent performance record or disciplinary record of a teacher that specifically relates to any negligent action of the teacher that was found to have endangered the safety and security of a student or any disciplinary record that relates to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher.</p> <p>(b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district or from disclosing to another school district any of the teacher's disciplinary or performance records pursuant to paragraph (a) of this subsection (4).</p>
<p>School's Proposed Replacement Policy</p>	<p>Teacher's employment with DCIS at Ford 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, et seq. The teacher will have a right to end his/her work relationship with DCIS at Ford and the Denver Public Schools for any reason at any time. DCIS at Ford and the Denver Public Schools will have the right to end the work relationship with the teacher at any time in accordance with personnel</p>

policies in the Employee Handbook.

Teachers employed by the Denver Public Schools who obtained non-probationary status in the Denver Public Schools prior to their employment at DCIS at Ford 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 DCIS at Ford if they do not secure a position through mutual consent.

As described in this document, and included in Appendix E, DCIS at Ford is requesting innovation status to achieve maximum flexibility to:

- Recruit and hire staff, including teachers, administrators, and other support personnel, using practices that will ensure employee fit with the school's Innovation Plan.
- Post vacant positions, recruit, and hire staff as the need arises, even if such need falls outside the District's standard hiring cycle.
- Not be subject to direct placement of teachers/staff members by the District.
- Create non-traditional job descriptions, which may include adding roles to a job description.
- Hire non-licensed teachers for non-core subjects who are not required to meet NCLB highly qualified criteria; the school will hire teachers who meet the highly qualified requirements for all core content classes.
- Create a professional development program that supports the Innovation Plan. DCIS at Ford will have the option to participate in District-provided professional development or to opt out and provide its own professional development that is specific to the unique needs of DCIS at Ford students, staff, and programs.
- Create a process to address under-performing employees.
- Establish compensation rates and other methods of rewarding

	<p>performance, including additional bonuses and/or incentives.</p> <ul style="list-style-type: none"> Implement other programs and policies, such as a dress code and employee and student conduct expectations that will support the school's culture as described in the Innovation Plan. <p>Such flexibility will be limited only by federal law, state statutes, Collective Bargaining Agreement provisions, and District Board policies not waived in this application.</p>	
<p>School Proposal</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract</p>	<p>Human Resources Management: Dismissals</p>
<p>Statute Description</p>	<p>(1) (a) Except as provided for in paragraph (b) of this subsection (1), the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been reemployed for the fourth year, except as provided for in paragraph (a.5) of subsection (4) of this section. This paragraph (a) is repealed, effective July 1, 2014.</p> <p>(b) For any school district that has implemented the performance evaluation system based on quality standards pursuant to section 22-9-106 and the rules adopted by the state board pursuant to section 22-9-105.5, the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been granted nonprobationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment.</p> <p>(2) (a) During the first three school years that a teacher is employed on a full-time continuous basis by a school district, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to nonrenewal in accordance with subsection (4) of this section. A school district may also consider a teacher employed on a part-time continuous basis by such district and by a board of cooperative services to be a probationary teacher whose contract may be subject to nonrenewal in accordance with subsection (4) of this section. An employment contract with a probationary teacher shall not exceed one school year.</p>	
<p>School's Proposed Replacement Policy</p>	<p>All teachers are "at-will" employees. <u>All teachers and</u> certified employees will be required to give 20 work days and/or 30 days notice of resignation in keeping with DPS policy.</p>	

School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation	Human Resource Management: Direct Placement of Teachers
Statute Description	<p>(1) A teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which he or she is not qualified by virtue of academic preparation and certification and if, during the then current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or nonmembership in any group or organization.</p> <p>(2) Notwithstanding the provisions of subsection (1) of this section, a teacher who has been occupying an administrative position may be assigned to another position for which he or she is qualified if a vacancy exists in such position, and, if so assigned, with a salary corresponding to the position. If the school district has adopted a general salary schedule or a combination salary schedule and policy, the board may consider the years of service accumulated while the teacher was occupying the administrative position when the board determines where to place the teacher on the schedule for the assigned position.</p> <p>(3) Notwithstanding the provisions of subsection (1) of this section, the salary of a teacher who has received additional compensation for the performance of additional duties may be reduced if said teacher has been relieved of such additional duties.</p> <p>(4) A teacher may enter into an agreement for an economic work-learn program leave of absence with a board of education that shall not affect the teacher's employment status, position on the salary schedule if the school district has adopted a general salary schedule or combination salary schedule and policy, or insurance and retirement benefits.</p> <p>(5) Nothing in this section shall be construed as requiring a receiving school to involuntarily accept the transfer of a teacher. All transfers to positions at other schools of the school district shall require the consent of the receiving school.</p>	

School's Proposed Replacement Policy	DCIS at Ford Elementary may refuse direct placements or mandatory transfers of teachers from the district. District teachers who are qualified for a vacant position at the school will have an opportunity to apply for the position, and, if hired, will be compensated with a salary corresponding to the position and the years of service.	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal	Human Resource Management: Dismissals
Policy	A teacher may be dismissed for physical or mental disability, incompetency, neglect of duty, immorality, unsatisfactory performance, insubordination, the conviction of a felony or the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence for a felony, or other good and just cause. No teacher shall be dismissed for temporary illness, leave of absence previously approved by the board, or military leave of absence pursuant to article 3 of title 28, C.R.S.	
School's Proposed Replacement Policy	<p>All teachers are “at-will” employees <u>and may be terminated from employment for any lawful reason.</u></p> <p>When given a Plan of Improvement for Performance, DCIS at Ford will extend a 20 day work day period for performance to meet the identified areas for improvement. Employees may be dismissed if the identified areas of improvement are not met within that time frame. Likewise, all certified employees will be required to give 20 work days and/or 30 days notice of resignation in writing in keeping with DPS policy.</p>	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review	Human Resource Management: Dismissals
Statute Description	<p>(1) Except as otherwise provided in subsection (11) of this section, a teacher shall be dismissed in the manner prescribed by subsections (2) to (10) of this section.</p> <p>(2) The chief administrative officer of the employing school district may recommend that the board dismiss a teacher based upon one or more of the grounds stated in section 22-63-301. If such a recommendation is made to the board, the chief administrative officer, within three days after the board meeting at which the recommendation is made, shall mail a written notice of intent to dismiss to the teacher. The notice of intent to dismiss shall include a copy of the reasons for dismissal, a copy of this article, and all exhibits which the chief administrative officer</p>	

intends to submit in support of his or her prima facie case against the teacher including a list of witnesses to be called by the chief administrative officer, addresses and telephone numbers of the witnesses, and all pertinent documentation in the possession of the chief administrative officer relative to the circumstances surrounding the charges. Additional witnesses and exhibits in support of the chief administrative officer's prima facie case may be added as provided in subsection (6) of this section. The notice and copy of the charges shall be sent by certified mail to said teacher at his or her address last known to the secretary of the board. The notice shall advise the teacher of his or her rights and the procedures under this section.

(3) If a teacher objects to the grounds given for the dismissal, the teacher may file with the chief administrative officer a written notice of objection and a request for a hearing. Such written notice shall be filed within five working days after receipt by the teacher of the notice of dismissal. If the teacher fails to file the written notice within said time, such failure shall be deemed to be a waiver of the right to a hearing and the dismissal shall be final; except that the board of education may grant a hearing upon a determination that the failure to file written notice for a hearing was due to good cause. If the teacher files a written notice of objection, the teacher shall continue to receive regular compensation from the time the board received the dismissal recommendation from the chief administrative officer pursuant to subsection (2) of this section until the board acts on the hearing officer's recommendation pursuant to subsection (9) of this section, but in no event beyond one hundred days; except that the teacher shall not receive regular compensation upon being charged criminally with an offense for which a license, certificate, endorsement, or authorization is required to be denied, annulled, suspended, or revoked due to a conviction, pursuant to section 22-60.5-107 (2.5) or (2.6). If the final disposition of the case does not result in a conviction and the teacher has not been dismissed pursuant to the provisions of this section, the board shall reinstate the teacher, effective as of the date of the final disposition of the case. Within ten days after the reinstatement, the board shall provide the teacher with back pay and lost benefits and shall restore lost service credit.

(4) (a) If the teacher requests a hearing, it shall be conducted before an impartial hearing officer selected jointly by the teacher and the chief administrative officer. The hearing officer shall be selected no later than five working days following the receipt by the chief administrative officer of the teacher's written notice of objection. If the teacher and the chief administrative officer fail to agree on the selection of a hearing officer, they shall request assignment of an administrative law judge by the department of personnel to act as the hearing officer.

(b) Hearing officers shall be impartial individuals with experience in the conducting of hearings and with experience in labor or employment matters.

(c) Expenses of the hearing officer shall be paid from funds of the school district.

(5) (a) Within three working days after selection, the hearing officer shall set the date of the prehearing conference and the date of the hearing, which shall commence within the following thirty days. The hearing officer shall give the teacher and the chief administrative officer written notice of the dates for the prehearing conference and for the hearing including the time and the place therefor.

(b) One of the purposes of the prehearing conference shall be to limit, to the extent possible, the amount of evidence to be presented at the hearing.

(c) The parties and their counsel shall be required to attend the prehearing conference with the hearing officer.

(6) (a) Within ten days after selection of the hearing officer, the teacher shall provide to the chief administrative officer a copy of all exhibits to be presented at the hearing and a list of all witnesses to be called, including the addresses and telephone numbers of the witnesses. Within seven days after the teacher submits his or her exhibits and witness list, the chief administrative officer and the teacher may supplement their exhibits and witness lists. After completion of the seven-day period, additional witnesses and exhibits may not be added except upon a showing of good cause.

(b) Neither party shall be allowed to take depositions of the other party's witnesses or to submit interrogatories to the other party. The affidavit of a witness may be introduced into evidence if such witness is unavailable at the time of the hearing.

(7) (a) Hearings held pursuant to this section shall be open to the public unless either the teacher or the chief administrative officer requests a private hearing before the hearing officer, but no findings of fact or recommendations shall be adopted by the hearing officer in any private hearing. The procedures for the conduct of the hearing shall be informal, and rules of evidence shall not be strictly applied except as necessitated in the opinion of the hearing officer; except that the hearing officer shall comply with the Colorado rules of evidence in excluding hearsay testimony.

(b) The hearing officer may receive or reject evidence and testimony, administer

oaths, and, if necessary, subpoena witnesses.

(c) At any hearing, the teacher has the right to appear in person with or without counsel, to be heard and to present testimony of witnesses and all evidence bearing upon his proposed dismissal, and to cross-examine witnesses. By entering an appearance on behalf of the teacher or the chief administrative officer, counsel agrees to be prepared to commence the hearing within the time limitations of this section and to proceed expeditiously once the hearing has begun. All school district records pertaining to the teacher shall be made available for the use of the hearing officer or the teacher.

(d) An audiotaped record shall be made of the hearing, and, if the teacher files an action for review pursuant to the provisions of subsection (10) of this section, the teacher and the school district shall share equally in the cost of transcribing the record; except that, if a party is awarded attorney fees and costs pursuant to paragraph (e) of subsection (10) of this section, that party shall be reimbursed for that party's share of the transcript costs by the party against whom attorney fees and costs were awarded.

(e) Any hearing held pursuant to the provisions of this section shall be completed within six working days after commencement, unless extended by the hearing officer on a showing of good cause, and neither party shall have more than three days to present its case in chief. Neither party may present more than ten witnesses at the hearing, except upon a showing of good cause.

(8) The chief administrative officer shall have the burden of proving that the recommendation for the dismissal of the teacher was for the reasons given in the notice of dismissal and that the dismissal was made in accordance with the provisions of this article. Where unsatisfactory performance is a ground for dismissal, the chief administrative officer shall establish that the teacher had been evaluated pursuant to the written system to evaluate licensed personnel adopted by the school district pursuant to section 22-9-106. The hearing officer shall review the evidence and testimony and make written findings of fact thereon. The hearing officer shall make only one of the two following recommendations: The teacher be dismissed or the teacher be retained. A recommendation to retain a teacher shall not include any conditions on retention. The findings of fact and the recommendation shall be issued by the hearing officer not later than twenty days after the conclusion of the hearing and shall be forwarded to said teacher and to the board.

(9) The board shall review the hearing officer's findings of fact and recommendation,

and it shall enter its written order within twenty days after the date of the hearing officer's findings and recommendation. The board shall take one of the three following actions: The teacher be dismissed; the teacher be retained; or the teacher be placed on a one-year probation; but, if the board dismisses the teacher over the hearing officer's recommendation of retention, the board shall make a conclusion, giving its reasons therefor, which must be supported by the hearing officer's findings of fact, and such conclusion and reasons shall be included in its written order. The secretary of the board shall cause a copy of said order to be given immediately to the teacher and a copy to be entered into the teacher's local file.

(10) (a) If the board dismisses the teacher pursuant to the provisions of subsection (9) of this section, the teacher may file an action for review in the court of appeals in accordance with the provisions of this subsection (10), in which action the board shall be made the party defendant. Such action for review shall be heard in an expedited manner and shall be given precedence over all other civil cases, except cases arising under the "Workers' Compensation Act of Colorado", articles 40 to 47 of title 8, C.R.S., and cases arising under the "Colorado Employment Security Act", articles 70 to 82 of title 8, C.R.S.

(b) An action for review shall be commenced by the service of a copy of the petition upon the board of the school district and filing the same with the court of appeals within twenty-one days after the written order of dismissal made by the board. The petition shall state the grounds upon which the review is sought. After the filing of the action for review in the court of appeals, such action shall be conducted in the manner prescribed by rule 3.1 of the Colorado appellate rules.

(c) The action for review shall be based upon the record before the hearing officer. The court of appeals shall review such record to determine whether the action of the board was arbitrary or capricious or was legally impermissible.

(d) In the action for review, if the court of appeals finds a substantial irregularity or error made during the hearing before the hearing officer, the court may remand the case for further hearing.

(e) Upon request of the teacher, if the teacher is ordered reinstated by the court of appeals, or upon request of the board, if the board's decision to dismiss the teacher is affirmed by the court of appeals, the court of appeals shall determine whether the nonprevailing party's appeal or defense on appeal lacked substantial justification. If the court of appeals determines that the nonprevailing party's appeal or defense on appeal lacked substantial justification, the court of appeals shall determine the amount of and enter a judgment against the nonprevailing party for reasonable

	<p>attorney fees and costs incurred on appeal to the court of appeals. Any judgment entered pursuant to this paragraph (e) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules.</p> <p>(f) Further appeal to the supreme court from a determination of the court of appeals may be made only upon a writ of certiorari issued in the discretion of the supreme court. Upon request of the teacher, if the teacher is ordered reinstated by the supreme court, or upon motion of the board, if the board's decision to dismiss is affirmed by the supreme court, the supreme court shall determine whether the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification. If the supreme court determines that the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification, the court shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the supreme court. Any judgment entered pursuant to this paragraph (f) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules.</p> <p>(11) (a) The board of a school district may take immediate action to dismiss a teacher, without a hearing, notwithstanding subsections (2) to (10) of this section, pending the final outcome of judicial review or when the time for seeking review has elapsed, when the teacher is convicted, pleads nolo contendere, or receives a deferred sentence for:</p> <p>(I) A violation of any law of this state or any counterpart municipal law of this state involving unlawful behavior pursuant to any of the following statutory provisions: Sections 18-3-305, 18-6-302, and 18-6-701, C.R.S., or section 18-6-301, C.R.S., or part 4 of article 3, part 4 of article 6, and part 4 of article 7 of title 18, C.R.S.; or</p> <p>(II) A violation of any law of this state, any municipality of this state, or the United States involving the illegal sale of controlled substances, as defined in section 18-18-102 (5), C.R.S.</p> <p>(b) A certified copy of the judgment of a court of competent jurisdiction of a conviction, the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence shall be conclusive evidence for the purposes of this subsection (11).</p>
<p>School's Proposed Replacement Policy</p>	<p>All teachers are "at-will" employees. <u>If DCIS at Ford dismisses a teacher from employment during the school year, the teacher will be entitled to a hearing</u></p>

	<p>according to the procedures outlined in DPS Policy GDQD/GDQD-r.</p> <p>When given a Plan of Improvement for Performance, DCIS at Ford will extend a 20 day work day period for performance to meet the identified areas for improvement. The plan will include specified areas for improvement, criteria, observations, supports, and dates to meet and assess progress. Employees may be dismissed if the identified areas of improvement are not met within that time frame. Employees may be dismissed if the identified areas of improvement are not met within that time frame.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401:Teachers Subject to Adopted Salary Schedule</p>	<p>Human Resource Management: Compensation</p>
Policy	<p>(1) The board of a school district shall adopt by resolution a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher, or a combination of the salary schedule and salary policy. Such salary schedule, salary policy, or combination schedule and policy shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year. The schedule, policy, or combination schedule and policy shall remain in effect until changed or modified by the board. All teachers employed by the district shall be subject to such salary schedule, policy, or combination schedule and policy.</p>	
School's Proposed Replacement Policy	<p>DCIS at Ford Elementary will adopt a salary schedule that will meet or exceed the district's salary schedule. The School's administrative team reserves the right to develop a supplemental compensation system separate from district policies to reimburse employees for extra duty pay as it may arise for activities that may include, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring, eternal professional development or for performance incentive pay.</p>	
School Proposal	<p>22-63-402. Services - disbursements</p>	<p>Human Resource Management: Teacher License</p>
Policy	<p>No order or warrant for the disbursement of school district moneys shall be drawn in favor of any person for services as a teacher, except for services performed for a junior college district or in an adult education program, unless the person holds a valid teacher's license or authorization from the department of education. Such license or authorization shall be duly registered in the administrative office of the school district wherein the services are to be rendered. A teacher shall hold a valid</p>	

	license or authorization during all periods of employment by a school district. A person who performs services as a teacher without possessing a valid teacher's license or authorization shall forfeit all claim to compensation out of school district moneys for the time during which services are performed without the license or authorization.
School's Proposed Replacement Policy	DCIS at Ford Elementary will require all core subject area teachers hold a valid teaching license. Non-core subject area teachers must be Highly Qualified but will not be required to hold a teaching license (Art, Music, PE, Technology). Background checks will be administered using the existing systems and processes for the district.

School Proposal	Section 22-32-109(1)(cc):	Human Resource Management:
Policy	22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:	
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School's Proposed Replacement Policy	<u>The principal, in consultation with the school leadership team, will adopt a dress code policy for teachers and other school employees</u>	

APPENDIX E DPS AND COMMUNICATIONS WORKERS OF AMERICA AGREEMENT WAIVERS		
<u>Agreement Articles</u>	<u>Area of Impact</u>	<u>Replacement Policy or Practice</u>
<u>Article 6: Grievance</u>	<u>Human Resource Management: Grievance Process</u>	<p><u>The School requests a waiver from Article 6.</u></p> <p><u>The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent's designee in alignment with other elements of the innovation plan and waiver replacement policies.</u></p> <ul style="list-style-type: none"> <u>Disputes between employees and the District may be brought directly to the Superintendent's designee. Employees are</u>

Article 8-2: Seniority	<u>Human Resource Management: Seniority and Employee Status</u>	<p><u>The School requests a waiver from Article 8-2.</u></p> <p><u>Employees will be considered at will and will not have a probationary period.</u></p>
Article 10: Work Week, Work Year	<u>Human Resource Management: Calendar and Schedule</u>	<p><u>The School requests a waiver from Article 10.</u></p> <p><u>The School has the authority to develop its own annual calendar, weekly schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state and in alignment with other elements of the innovation plan and waiver replacement policies</u></p> <ul style="list-style-type: none"> • <u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook, in alignment with other elements of the innovation plan and waiver replacement policies</u>
Article 11-1, 11-2, 11-7: Work Day	<u>Human Resource Management: Calendar and Schedule</u>	<p><u>The School requests a waiver from Article 11-2.</u></p> <p><u>The School has the authority to develop its own daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state and is in alignment with other elements of the innovation plan and waiver replacement policies.</u></p> <ul style="list-style-type: none"> • <u>The school may require more advanced notice of absences, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and</u>

<p><u>Article 13: Overtime</u></p>	<p><u>Human Resource Management:</u></p> <ul style="list-style-type: none"> • <u>Calendar and Schedule</u> • <u>Compensation</u> 	<p><u>The School requests a waiver from Article 13.</u></p> <p><u>The School 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 and is in alignment with other elements of the innovation plan and waiver replacement policies.</u></p> <ul style="list-style-type: none"> • <u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook and is in alignment with other elements of the innovation plan and waiver replacement policies.</u> • <u>The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws.</u>
<p><u>Article 14: Vacations</u></p>	<p><u>Human Resource Management:</u></p> <p><u>Calendar and Schedule</u></p>	<p><u>The School requests a waiver from Article 14.</u></p> <p><u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>
<p><u>Article 17-1, 17-2, 17-3, 17-6, 17-7: Selection and Assignment of Employees</u></p>	<p><u>Human Resource Management:</u></p> <p><u>Employee Status</u></p> <ul style="list-style-type: none"> • <u>Staff Assignments</u> 	<p><u>The School requests a waiver from Articles 17-2, 17-3, and 17-6. Employees will be at-will and will not have a probationary period or be awarded continuing service status.</u></p>

<p><u>Article 18-1, 18-2, 18-6, 18-7:</u> <u>Job Openings</u></p>	<p><u>Human Resource Management:</u> <u>Staff Hiring</u></p>	<p><u>The School requests a waiver from Articles 18-1, 18-2, 18-6, and 18-7. The School has the authority to develop and implement its own policies and procedures for posting open positions and hiring staff, including creating a hiring schedule that best meets the needs of the School, in alignment with other elements of the innovation plan and waiver replacement policies..</u></p> <ul style="list-style-type: none"> • <u>As needed, the School has the authority to determine any type of coverage pay in alignment with other elements of the innovation plan and waiver replacement policies.</u>
<p><u>Article 19-2: Change in Status</u></p>	<p><u>Human Resource Management:</u> <u>Grievance Process</u></p>	<p><u>The School requests a waiver from Article 19-2.</u></p> <p><u>The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent’s designee, in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>
<p><u>Article 20: Appraisal</u></p>	<p><u>Human Resource Management: Staff Evaluation</u></p>	<p><u>The School requests a waiver from Article 20.</u></p> <p><u>The School will develop its own processes and procedures to perform staff appraisals, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>
<p><u>Article 27: Salaries</u></p>	<p><u>Human Resource Management:</u> <u>Compensation</u></p>	<p><u>The School requests a waiver from Article 27.</u></p> <p><u>The School has the authority to determine its own compensation system for all employees in alignment with other elements of the innovation plan and waiver replacement policies.. The School will meet or exceed the rates of pay set in the Communication Workers of America Agreement.</u></p>

Article 33: Reduction in Force	<u>Human Resource Management: Staff Dismissals</u>	<p><u>The School requests a waiver from Article 33.</u></p> <p><u>The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school's leadership and be made in accordance with the innovation plan, School policies and the Employee Handbook.</u></p>
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APPENDIX E FACILITIES MANAGERS ASSOCIATION

<u>Agreement Articles</u>	<u>Area of Impact</u>	<u>Replacement Policy or Practice</u>
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Article 4: Grievance	<u>Human Resource Management: Grievance Process</u>	<p><u>The School requests a waiver from Article 4.</u></p> <p><u>The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent's designee and is in alignment with other elements of the innovation plan and waiver replacement policies..</u></p> <ul style="list-style-type: none"> • <u>Disputes between employees and the District may be brought directly to the Superintendent's designee. Employees are entitled to representation by Facilities Managers Association.</u>
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<p><u>Article 7: Work Year, Workweek, Workday</u></p>	<p><u>Human Resource Management: Calendar and Schedule</u></p>	<p><u>The School requests a waiver from Article 7.</u></p> <p><u>The School has the authority to develop its own annual calendar, weekly schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state and is in alignment with other elements of the innovation plan and waiver replacement policies.</u></p> <ul style="list-style-type: none"> • <u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook and is in alignment with other elements of the innovation plan and waiver replacement policies..</u>
<p><u>Article 8: Overtime</u></p>	<p><u>Human Resource Management: Calendar and Schedule Compensation</u></p>	<p><u>The School requests a waiver from Article 8.</u></p> <p><u>The School 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 and is in alignment with other elements of the innovation plan and waiver replacement policies..</u></p> <ul style="list-style-type: none"> • <u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook and is in alignment with other elements of the innovation plan and waiver replacement policies.</u> • <u>The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws.</u>

<u>Article 15: Transfers and Promotions</u>	<u>Human Resource Management: Staff Hiring</u>	<p><u>The School requests a waiver from Article 15.5.1.</u></p> <p><u>The School has the authority to see all candidates from the candidate pool and, in cooperation with the District, interview external candidates, if so desired.</u></p>
<u>Article 16: Performance Evaluations</u>	<u>Human Resource Management: Staff Evaluation</u>	<p><u>The School requests a waiver from Article 16.</u></p> <p><u>The School will develop its own processes and procedures to perform staff appraisals, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>

<u>Article 20: Corrective Action</u>	<u>Human Resource Management: Staff Corrective Action</u>	<p><u>The School requests a waiver from Article 20.</u></p> <p><u>The School will develop its own processes and procedures to address employee performance, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>
<u>Article 26: Continuing Service, Change of Status and School Redesign</u>	<u>Human Resource Management: Staff Dismissals Employee Status</u>	<p><u>The School requests a waiver from Article 26.</u></p> <p><u>Employees will be at-will and will not have a probationary period or be awarded continuing service status.</u></p> <ul style="list-style-type: none"> • <u>The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent's designee, in alignment with other elements of the innovation plan and waiver replacement policies.</u>

Article 27: Reduction in Force	<u>Human Resource Management: Staff Dismissals</u>	<p>The School requests a waiver from Article 27.</p> <p>The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school's leadership and be made in accordance with School policies and the Employee Handbook, in alignment with other elements of the innovation plan and waiver replacement policies..</p>
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APPENDIX E DPS DENVER FEDERATION OF PARAPROFESSIONALS AGREEMENT WAIVERS		
<u>Agreement Articles</u>	<u>Area of Impact</u>	<u>Replacement Policy or Practice</u>
Article 6: Grievance	<u>Human Resource Management: Grievance Process</u>	<p>The School requests a waiver from Article</p> <ul style="list-style-type: none"> • <u>The School will develop a dispute resolution process that permits association representation of employees and an avenue to appeal to the Superintendent's designee, in alignment with other elements of the innovation plan and waiver replacement policies.</u> • <u>Disputes between employees and the District may be brought directly to the Superintendent's designee. Employees are entitled to representation by Denver Federation of</u>

<p><u>Article 7: Working Conditions</u></p>	<p><u>Human Resource Management:</u></p> <ul style="list-style-type: none"> • <u>Calendar and Schedule</u> • <u>Compensation</u> 	<p><u>The School requests a waiver from Article 7.</u></p> <p><u>The School 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, in alignment with other elements of the innovation plan and waiver replacement policies.</u></p> <ul style="list-style-type: none"> • <u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook, in alignment with other elements of the innovation plan and waiver replacement policies.</u>
<p><u>Article 9: Appraisal</u></p>	<p><u>Human Resource Management: Staff Evaluations</u></p>	<p><u>The School requests a waiver from Article 9.</u></p> <p><u>The School has the authority to design and implement its own evaluation system and performance improvement process, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>

<p><u>Article 11: Transfer (11-1, 11-1-1)</u></p>	<p><u>Human Resource Management: Staff Hiring Calendar and Schedule</u></p>	<p><u>The School requests waivers from Articles 11-1, 11-1-1.</u></p> <p><u>The School has the authority to develop and implement its own policies and procedures for posting open positions and hiring staff, including creating a hiring schedule that best meets the needs of the School and is in alignment with other elements of the innovation plan and waiver replacement policies.</u></p> <ul style="list-style-type: none"> • <u>The School 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, and is in alignment with other elements of the innovation plan and waiver replacement policies.</u>
<p><u>Article 19: Compensation – Paraprofessional Salary Schedule and Position Matrix</u></p>	<p><u>Human Resource Management: Compensation</u></p>	<p><u>The School requests a waiver from Article 19.</u></p> <p><u>The School has the authority to determine its own compensation system for all employees in alignment with other elements of the innovation plan and waiver replacement policies.. The School will meet or exceed the rates of pay set in the Denver Federation for Paraprofessionals Agreement.</u></p>
<p><u>Article 22: Staff Reduction – MOU dated 7/27/07</u></p>	<p><u>Human Resource Management: Staff Dismissals</u></p>	<p><u>The School requests a waiver from Article 22 MOU dated 7/27/07. The School has the authority to establish policies and procedures to notify employees of reductions, which will be outlined in the Employee Handbook and in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>
<p><u>Article 23: Post-Termination Hearing</u></p>	<p><u>Human Resource Management:</u></p>	<p><u>The School requests a waiver from Article 23.</u></p> <p><u>Employees are at-will can be released without cause at any time.</u></p>

	<u>Staff Dismissal Grievance Process</u>	
<u>MOU Dated September 7, 2005</u>	<u>Human Resource Management: Hiring</u>	<u>The School requests a waiver from the MOU dated September 7, 2005.</u> <u>In the event the School is Redesigned, employees may be required to re- interview for their positions.</u>

<u>APPENDIX E DPS DENVER ASSOCIATION OF EDUCATION OFFICE PROFESSIONALS AGREEMENT</u>		
<u>Agreement Articles</u>	<u>Area of Impact</u>	<u>Replacement Policy or Practice</u>
<u>Article 5: Grievance</u>	<u>Human Resource Management: Grievance Process</u>	<p><u>The School requests a waiver from Article 5.</u></p> <p><u>The School will develop a dispute resolution process that permits association representation of staff and an avenue to appeal to the Superintendent’s designee and that is in alignment with other elements of the innovation plan and waiver replacement policies..</u></p> <ul style="list-style-type: none"> • <u>Disputes between staff and the District may be brought directly to the Superintendent’s designee. Staff is entitled to representation by the Denver Association of Education Office Professionals.</u>
<u>Article 6: Reduction in Force</u>	<u>Human Resource Management: Staff Dismissals</u>	<p><u>The School requests a waiver from Article 6.</u></p> <p><u>The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school’s leadership and be made in accordance with this innovation plan, School policies and the Employee Handbook.</u></p> <ul style="list-style-type: none"> • <u>In the event the School is Redesigned, employees may be required to re- interview for their positions.</u>

<p><u>Article 8: Probationary Period</u></p>	<p><u>Human Resource Management: Employee Status</u></p>	<p><u>The School requests a waiver from Article 8. Employees will be at-will and will not have a probationary period or be awarded continuing service status.</u></p>
<p><u>Article 9: Appraisal – MOU dated 5/13/03</u></p>	<p><u>Human Resource Management: Staff Evaluation</u></p>	<p><u>The School requests a waiver from Article 9 MOU dated 5/13/03. The School has the authority to design and implement its own evaluation system and performance improvement process, which will be outlined in the Employee Handbook and be in alignment with other elements of the innovation plan and waiver replacement policies.</u></p>

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<p><u>Article 10: Hours and Selecting Working Conditions</u></p>	<p><u>Human Resource Management:</u></p> <ul style="list-style-type: none"> • <u>Calendar and Schedule</u> • <u>Compensation</u> 	<p><u>The School requests a waiver from Article 10.</u></p> <p><u>The School 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 and that is in alignment with other elements of the innovation plan and waiver replacement policies..</u></p> <ul style="list-style-type: none"> • <u>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook and that will be in alignment with other elements of the innovation plan and waiver replacement policies..</u> • <u>The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws.</u>
<p><u>Article 14: Salaries/Increments = Appendix D Salary Schedules</u></p>	<p><u>Human Resource Management: Compensation</u></p>	<p><u>The School requests a waiver from Article 14.</u></p> <p><u>The School has the authority to determine its own compensation system for all employees in alignment with other elements of the innovation plan and waiver replacement policies.. The School will meet or exceed the rates of pay set in the Denver Association of Educational Office Personnel Agreement.</u></p>