

2018 Innovation Renewal Plan

Submitted to:
Denver Public Schools
Portfolio Management Team
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Letter from School Leader or Planning Team Leader

Friday, December 1st, 2017

Dear Denver Public Schools Board of Education,

It is with great excitement that I submit Montclair's 3rd innovation renewal request. In 2008, Montclair School of Academics and Enrichment became one of the first innovation schools in Denver. The goal was to increase enrollment and create a focus on academic and enrichment experiences for students to best support them in their development as a whole child. Montclair has been a green school nine out of the last ten years and the autonomy and flexibility Montclair has had has allowed the school to meet high quality educational standards. Yet, we recognize that we have not yet met our overall goals, which are ambitious yet absolutely necessary in order to better prepare our students for middle school, college, career, and beyond, especially for our students of color and students who qualify for FRL.

Montclair welcomes all families from our diverse neighborhood and also serves many families who choose to call Montclair home through choice. We strive to create a global perspective valuing our diverse family and community population and recognize the importance of personalizing learning for all. Montclair is proud to be home to 18 different languages. Our families, students, and staff members work together to build tolerance, empathy, and friendship across socio-economic, racial and ethnic lines. We use our innovation status strategically to ensure all our learners are engaged, feel challenged in their work, have access to multiple supports, develop social and emotional intelligence, and are healthy and safe so they thrive and are able to dream big. We value the DPS personal success factors and have designed a school-wide project to infuse these foundational strengths into students' daily experience.

Through all our work, we believe that by creating an equitable and inclusive learning environment we will be able to truly help our students develop a love of learning and acquire a strong foundation on which to build a lifetime of curiosity and love for learning to eliminate the opportunity gap that, though closing, still exists. As the Denver landscape changes, so does our diverse and unique student and family population. In the 2014-15 school year, 62% of our students were qualified for free and/or reduced lunch. In 2017-18 school year, 78% of our students qualify for free and/or reduced lunch and of the 78%, approximately 42% fall under the new at risk indicator of direct certified. This means that a larger number of our students are highly impacted and will need heightened social-emotional support in order to reach their personal and academic goals and be contributing members of our school community and beyond. This is why Montclair uses its innovative status to think outside the box to best support our students.

At Montclair, we are continually creating innovative ways to support the whole child goals and the Denver Plan including being the first school to develop a parent communication app with live translation so we can engage all of our families and community partners. This was possible by winning the Imaginarium Design Thinking Challenge in 2015. Since that grant, we have received two equity grants, a 4 year personalized learning grant, a social emotional learning grant, and multiple mini grants all to highlight our creativity and innovative thinking to 1) use PD days and bring back teachers prior to the official DPS start date, 2) shift our daily schedule to bring in design thinking, a skill set to supports students in career and college readiness and other unique innovations to our school, and 3) paying teachers on actual salaries to allow flexibility in budget and maximize the amount of funding available for student learning opportunities.

As we look ahead, we will continue to build our capacity for Personalized Learning with our personalized learning coordinator and our training of teachers and staff. We know it will have the highest impact on our students ability to be agents of their own learning. We will develop learner profiles to support students' academic and social-emotional success. Learners will create and adjust their learner profile with teachers and

have a deep understanding of their own assets, interests, and needs. Developing our skills in Project Based Learning will engage our students and challenge them to connect their learning to the greater world. Students will increase the level of agency over their learning and we will provide opportunities to make learning experiences meaningfully authentic and relevant.

We have implemented a plan to embed personalized learning (PL) into our learning environment, we are hiring a diversity recruiter, we have created new supports for our most impacted students through our SEL grant and because PL is a cornerstone for our school's future, our Personalized Learning Coordinator works closely with our ILT, staff, and community partners to pilot innovative ideas and determine what provides the biggest impact to the success of our learners.

We have selected our own curriculums in math and science and our community is very interested in Montclair becoming a STEM school in the years to come. We have adopted a model of Design Thinking for our explorations to create more purpose and allow students the new skills of the design thinking process. This will be critical to continue as we think about the next three years of our innovation renewal. Boiling down the next iteration of our innovation we are hoping to focus on the following:

- increase our effectiveness of personalized learning
- better understand our community to maximize our impact especially for our most impacted students
- build our capacity around around Next Generation Science Standards (NGSS) and design thinking

We will continue to find innovative ways to meet the individual needs of all our students because we believe they must become agents of their learning while also building social and emotional intelligence in order to become life-long learners and leaders.

It is with our past success and continued urgency that we are humbled to have had our innovation status over the last 9 years and hope to have it for years to come.

Thank you for your consideration,



Ryan Kockler, Principal

Innovation School Executive Summary Data

Name of Proposed Innovation School	Montclair School of Academics and Enrichment
Grade Configuration	ECE – 5th
Model or Focus (e.g. Dual Language, etc.)	Academics and Enrichment
Primary Contact	Ryan Kockler, Principal Ryan_Kockler@dpsk12.org School: 720-424-5382 Cell: 303-803-0572

Enrollment Projections: *Delete unnecessary rows and/or provide additional columns if necessary.*

GRADE	2017-18	2018-19	2019-20	2020-21	2021-22
ECE	34	34	34	34	34
K	65	63	65	65	65
1	67	58	60	63	63
2	58	71	55	58	63
3	73	66	70	56	63
4	64	69	65	68	55
5	66	67	68	65	65
Total # students	427	428	423	409	408

Student Demographics:

Provide your current student demographics below.

	FRL %	SPED %	ELL %	Hispanic/ Latino %	African American %	White %	Other %
Student Demographics	78.4%	8.3%	45.3%	28%	40%	24%	8%

Innovation School Executive Summary Narrative

Montclair need for Innovation Status

In order to be implemented effectively, the school design requires flexibilities in the following areas:

Flexibilities	Rationale
Professional Development	<ul style="list-style-type: none"> To maximize our PD plan based on the needs of the school and create the closest alignment to our UIP, the school will have the option to participate in district PD determined necessary by school leadership.

Human Resources	<ul style="list-style-type: none"> ● To hire diverse staff in a timeline that is short and rigorous to attract the best talent to carry out our plan
Budget	<ul style="list-style-type: none"> ● To create more opportunity to use our budget strategically and maximize its impact on student achievement, Montclair will budget on actual salaries instead of district average salaries.

A. Executive Summary Narrative.

Montclair School of Academics and Enrichment is located in northeast Denver in a residential neighborhood situated between Colfax, Monaco and Quebec. Montclair opened its doors in 1943. It is currently home to 435 students in ECE through 5th grade. Students represent a variety of cultural and ethnic backgrounds; 28% Hispanic/Latino, .8% American Indian or Alaska Native, 2% Asian, 40% Black or African American, .2% Native Hawaiian or other Pacific Islander, 24% White, 8% two or more races. Approximately 78.4% of our students receive Free or Reduced Lunch. The 2017 ACCESS results show 18 different home languages are spoken by the families of Montclair students with 45.3% of our students classified as English Language Learners. 8.3% of our students receive Special Education Services.

Montclair has received a “Meets Expectations” rating on the SPF 9 out of the last 10 years.

The overall magnitude of our performance indicates a need to close the achievement and growth gaps between our FRL and non-FRL students, and minority students and non-minority students. Further, math achievement and growth is not keeping pace with other content areas. Finally, the growth of our FRL students and minority students is an area of concern. When analyzing the data in the SPF areas in which we were “approaching” or “does not meet”, it appeared many of the same students fell in multiple categories. The student detail was printed for each of the areas of concern. Clearly, a focus on the needs of these students will have a tremendous impact across content areas as well as subgroup achievement and growth.

As an innovation school, Montclair will have the appropriate freedom to control its educational program, budget, staff, time and incentives to ensure that Montclair School of Academics and Enrichment becomes one of the premier schools in Denver and serves as a model of success for schools across the country; this will change the status quo.

B. Expected Outcomes:

Our ultimate goal at Montclair is a school that wants to serve as a model of education where, at a minimum we want to be a meets expectations school with the ultimate goal of being distinguished in three years. If Montclair becomes distinguished we know that all students will be getting the best possible education in Denver.

Montclair wants to ensure that all students who come to Montclair will leave fifth grade at or above grade level in all academic subject areas thereby being well prepared for middle school and most importantly creating an opportunity to choose their life path. All students participate in learning opportunities that are designed to build upon and enhance their individual strengths and talents through enriched instruction that promotes engagement, motivation, and independence. We believe all students should have access to a rich curriculum aligned to Common Core State Standards and be provided with the opportunity to develop their talents and skills in an atmosphere of respect that acknowledges and supports the development of their individual abilities and interests.

Our collective commitment is to provide high quality instruction that meets the varying needs of children,

encourages active parent involvement and enhances community engagement. The principal, faculty and staff at Montclair understand that a quality education depends, first and foremost, on the day-to-day efforts of the people who work at our school and that a student's future academic success is built upon a strong foundation creating a love for learning. By working together to provide a safe, inviting school, we accept responsibility for ensuring that all measures are taken to establish such a learning environment. Ultimately, through a rigorous curriculum, great staff, student centered classrooms, and community support, all children will succeed.

Section I. CULTURE

A. Vision and Mission Statement

Mission: At Montclair School of Academics & Enrichment, all students are provided with a set of experiences that will allow them to become lifelong learners.

At Montclair we offer:

- High-energy, authentic learning experiences that are designed to promote, engage and motivate students;
- A collaborative learning and teaching community geared toward standards-based academic achievement;
- A school community where students talents are recognized and developed;
- Small group learning opportunities geared to each students' strengths and experiences;
- A systematic plan for nurturing, enhancing and monitoring each student's academic progress and achievement
- A continuous emphasis on character development and lifelong learning habits;
- An integrated environment where the diverse cultures of our global community are an asset;
- A program where high expectations are set and met by all...with no excuses.
- In doing so, we help one another be the very best we can be.

Vision:

There is a vision to make sure that all students have the ability to Dream Big! Students need the collective skills (both academic and social emotional) to have the freedom to do anything they dream possible. It is our collective responsibility to make sure that every child can choose their own life path affording every scholar the opportunity to do anything they dream of. Being guided by the new Denver Plan, our main question is what can Montclair do to make sure "Every Child Succeeds."

We believe that students need a curriculum that is rigorous, relevant, and enriching. We allow our teachers to make curricular choices they feel are going to serve students best. These choices all are driven by Common Core State Standards (CCSS). Through coaching, feedback cycles, peer to peer learning, intentional professional development, innovative thinking and a reflective staff embodying a growth mindset we can commit to our goals.

At Montclair School of Academics and Enrichment we believe school culture and equity is a foundational component for the exceptional academic achievement of all students. We believe that 100% of students are

capable of achieving excellence so we set the bar high for all students, expecting anything less would be an injustice to our scholars. We rest this principle on core values that all students need to achieve and be successful.

To support this vision we have intentionally created a school that is consistent, predictable, safe, fun, and empowering for all students in all areas of the building. Rituals, routines, and expectations are pre-taught to students and retaught throughout the year as necessary. They are reinforced through a robust series of positive reinforcements and accountability systems.

Along with a strong school community, we believe in the importance of empowering the wider school community – families, community members, and community partners. We believe strongly in the inclusion and engagement of our families through consistent communication with families through phone calls, notes home, and home visits. We also value the diversity of our families and community through the inclusion of families in decision-making and events planning (PEAK and SAC), volunteering at the school, and culturally responsive events. We work with integrity and collaboration through an approach of cultural reciprocity.

Montclair School of Academics and Enrichment plans to accomplish this vision through three focused priority areas over the next three years. Those priority areas are:

1. increase our effectiveness of personalized learning
2. better understand our community to maximize our impact especially for our most impacted students
3. build our capacity around around Next Generation Science Standards (NGSS) and design thinking

B. School Culture & Student Engagement

Values:

As a school, we embrace what it means to be values based and we are deeply committed to living by and modeling the way with the DPS core values and our own student values. We believe that using core values for both students and staff will always remind us why we are here; so that “every Child Succeeds.”

The DPS Core Values:

- **Students First:** We put our kids’ needs at the forefront of everything we do.
- **Integrity:** We tell the truth, and we keep our promises.
- **Equity:** We celebrate our diversity and will provide the necessary resources and supports to eliminate barriers to success ,and foster a more equitable future for all our kids.
- **Collaboration:** Together as a team, we think, we work, and we create in order to reach our goals.
- **Accountability:** We take responsibility for our individual and collective commitments, we grow from success, and we learn from failure.
- **Fun:** We celebrate the joy in our work and foster in our students a joy and passion for learning to last their whole lives.

Montclair School of Academics and Enrichment student values are rooted in ROAR every day: These values are:

- **Respect:** With Gratitude, Social Intelligence
- **Outstanding Effort:** With Grit, Zest
- **Achievement:** Optimism

- Responsibility: Self-Respect, Curiosity

C. Student Rewards and Discipline Policy

The Montclair staff realizes the impact that behavior has on a learning environment, and has developed a character education program that supports students and provides teachers with the resources necessary to create positive learning environments throughout the school. The school has behavior systems and rewards outlined in the **Montclair Character Ed: Learned, Cultivated, Practiced** document that is utilized by all staff and is linked [here](#). The PBIS and rewards are also linked [here](#). This resource also includes the DPS Discipline Ladder that is followed for in school and out of school suspensions. Strategic planning of morning meetings, PD to support our desired school culture, a monthly focus on character traits accompanied by grade level texts, and a list of behaviors expected in various school locations all help to establish the desired Montclair culture and to support students consistently throughout their time at Montclair. Montclair has clear systems for school culture linked [here](#).

D. Student Attendance & Satisfaction

The Montclair Attendance policy was created in alignment with the Denver Public School Attendance Policy.

“Students First” is one of DPS’s core values, and this encompasses each student’s education. With this value in mind, the team at Montclair has a goal of 97% attendance as an entire school (missing less than 7 days). It is important to us that each student is in class, primarily so that they do not miss any learning opportunities. Students develop socially and emotionally with their peers throughout classes and school activities, something that is difficult to learn if they are absent. Last, but not least, each and every student brings smiles, personality, and fun to the Montclair family.

It is essential for students to attend school daily in order to acquire the knowledge, skills and confidence needed to be college- and career-ready. Parents, guardians and students are all responsible for making sure students are on time and ready to learn.

School attendance is required by state law for every child who has attained the age of 6 years on or before August 1st of each school year and is under the age of 17 [Colorado School Attendance Law – C.R.S. 22-33-101 et seq.]. Students must attend a minimum number of hours of school in order to comply with the law. These requirements are:

- 1,056 hours in middle school and high school per school year; and
- 968 hours in elementary school per school year.

Below is an overview of the different types of absences.

Exceptions to the Colorado School Attendance Law are:

- temporary illness or injury as documented by a doctor or healthcare provider
- physical, mental or emotional disability as documented by a doctor or mental health care provider
- religious holidays or observance

Why Does Attendance Matter?

Every school day counts in a child's academic life...

A missed school day is a lost opportunity for students to learn. In this era of increased accountability for states, districts, and schools, the connection between student attendance and learning is being studied more than ever before. As a result, education agencies are asked with increasing frequency to report attendance data in a standard manner to allow comparisons across organizations and jurisdictions.

The primary rationale for high-quality attendance data is the relationship between student attendance and student achievement. Teacher effectiveness is the strongest school related determinant of student success, but chronic student absence reduces even the best teacher's ability to provide learning opportunities. Students who attend school regularly have been shown to achieve at higher levels than students who do not have regular attendance. This relationship between attendance and achievement may appear early in a child's school career. A recent study looking at young children found that absenteeism in kindergarten was associated with negative first grade outcomes such as greater absenteeism in subsequent years and lower achievement in reading, math, and general knowledge.

Poor attendance has serious implications for later outcomes as well. High school dropouts have been found to exhibit a history of negative behaviors, including high levels of absenteeism throughout their childhood, at higher rates than high school graduates. These differences in absentee rates were observed as early as kindergarten, and students who eventually dropped out of high school missed significantly more days of school in first grade than their peers who graduated from high school. In eighth grade, this pattern was even more apparent and, by ninth grade, attendance was shown to be a key indicator significantly correlated with high school graduation.

The effects of lost school days build up one absence at a time on individual students. Penalties for students who miss school may unintentionally worsen the situation. Any absence, whether excused or not, denies students the opportunity to learn in accordance with the school's instructional program, but students who miss school are sometimes further excluded from learning opportunities as a consequence of chronic absenteeism.

<https://nces.ed.gov/pubs2009/attendancedata/chapter1a.asp>

MONTCLAIR ATTENDANCE POLICY - To see the entire Montclair attendance policy, please use this [link](#).

Section II. EDUCATION PROGRAM

A. Curriculum

The Common Core State Standards serve as the foundation for our instruction. To that we add an extensive enrichment program that helps students deepen their understandings of the curricular content. Our instructional program has a focus on literacy, math and instruction in Science and/or Social Studies. To extend and enrich the academic program, we offer music, art, and physical education. We plan to add in weekly technology for all students as well.

The education plan at Montclair is centered upon CCSS, however, through the *Schoolwide Enrichment Model* (SEM) developed by Joseph Renzulli from the University of Connecticut, we allow for students to become actively engaged in an enriched curriculum where high-end learning and talent development is encouraged for all students. The SEM takes into account the varying abilities, backgrounds, experiences and learning styles of each student and capitalizes upon these strengths and interests so that children are able to meet their greatest potential through an educational experience that is both challenging and individualized. We have added onto that a view of design thinking. This is a framework we use for all of our enrichment model.

All students participate in an enrichment program that is comprised of multiple components including explorations, guest speakers and field trips. Every enrichment activity is selected to complement the curriculum. These elements are a crucial component of our educational program and as such, time and resources must be reserved to allow for their implementation.

Currently, our school is using supplemental materials such as Eureka Math and cognitively guided instruction (for math) that aligns with Common Core State Standards. We also use Amplify science curriculum. The purpose of this is to give teachers the freedom to use materials that align to the new standards, because the curriculum has not progressed as fast as the standards have.

If recommendations are made by the district to implement a program, use an assessment or modify the scope and sequence of curricular content in a way that does not match our educational program or meet the needs of our students, Montclair must have the liberty to make curricular and instructional decisions that are in alignment with our educational plan. It is our goal to always provide rigorous, relevant, and enriching content. In the event that Montclair wishes to adopt a curriculum or curricular approach other than what is described in the innovation plan and replacement waivers, Montclair will follow the District curriculum waiver process, however we will consider the district curriculum as an option.

	Language Arts	Math	Science	SS	ELD Block
ECE	Tools of the Mind	Eureka	Tools of the Mind		
Kindergarten	Benchmark and Guided Reading Plus	Eureka	District provided	District provided	EL Achieve
Grade 1	Benchmark and Guided Reading Plus	Eureka	District provided	District provided	EL Achieve
Grade 2	Benchmark and Guided Reading Plus	Eureka	Amplify	District provided	EL Achieve
Grade 3	EL Education and Guided Reading Plus	Eureka	Amplify	District provided	EL Achieve
Grade 4	EL Education and Guided Reading Plus	Eureka	Amplify	District provided	EL Achieve
Grade 5	EL Education and Guided Reading Plus	Eureka	Amplify	District provided	EL Achieve

Cultural Relevance. Montclair seeks to use weekly data teams to unpack what is holding students back with a specific focus on minority students. We then look at curriculum to evaluate how culturally responsive it is. Our equity team meets bi-monthly to discuss topics of culture relevancy as well. We have literacy curriculum that does have Spanish parallel with the English curriculum

B. Goals, Objectives, & Pupil Performance Standards

Quantifying our goals:

Grade/Test	% Met or Above
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2015 CMAS: PARCC ELA

03	24.1%
04	30.0%
05	44.7%
All Grades	32.6%

2016 CMAS: PARCC ELA

03	17.1%
04	42.0%
05	36.9%
All Grades	32.4%

2017 CMAS: PARCC ELA

2017 CMAS: PARCC ELA		15-16 to 16-17 % Met or Above Difference
03	30.6%	13.5%
04	35.5%	-6.5%
05	47.2%	10.3%
All Grades	38.3%	5.9%

2015 CMAS: PARCC Math		
03	23.0%	
04	17.4%	
05	25.3%	
All Grades	22.1%	
2016 CMAS: PARCC Math		
03	21.4%	
04	24.7%	
05	22.7%	
All Grades	23.0%	
2017 CMAS: PARCC Math		15-16 to 16-17 % Met or Above Difference
03	26.2%	4.7%
04	23.8%	-0.9%
05	26.0%	3.3%
All Grades	25.4%	2.3%

Whole Child data: We are slightly below district averages in all categories

Montclair - Grade 3-5						
Whole Child Components	Challenged	Engaged	Healthy	Safe	Socially Emotionally Intelligent	Supported
Montclair	85.8%	79.7%	74.5%	65.7%	88.6%	83.4%
Network 6	87.2%	82.4%	77.0%	73.7%	90.1%	86.6%
NNE Region	86.4%	82.1%	78.4%	73.7%	91.1%	87.0%
District, Grade 3-5	87.3%	81.6%	76.5%	73.4%	90.2%	86.9%

*Indicates which Whole Child Component has the largest gap between Montclair and the district.

Whole School Student Perception Survey: Overall increase from 82% to 89% from 2015-16 to 2016-17. Above district average in all categories in 2016-17. See Below: Results from Student Satisfaction Survey:

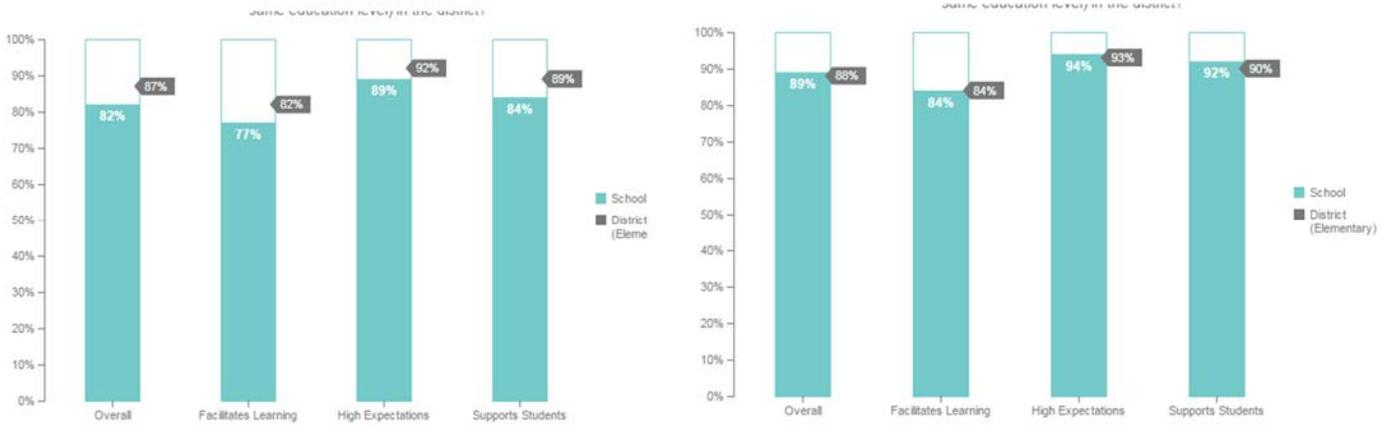
- There is an adult at my school I can go to when I am worried or scared or have a problem. (From 72% -> 85%)
- I feel comfortable at school and do not worry about teasing, name-calling or kids being mean to me. (From 55% - 70%)
- Students at my school treat each other nicely. (From 54% - 70%)

2015-16
(below district average on all)

Compared to

2016-17
(above district average on all)

This data is all important because we would not



be posed to truly close our achievement gap without this work done prior to digging into the equity indicators. Now that we have seen a huge growth with much of our social emotional data, we will be able to close the academic gaps in our school.

➤ Major Improvement Strategies

- Increase whole child supports and services for all sub groups
 - Description: Improve academic outcomes for all sub categories of students as measured by the equity indicator on the DPS SPF and internal social emotional data.
- Data team process aligned to school priorities and driven by student work.
 - Description: Look at weekly student work after unpacking exemplars aligned to the standards with teams to plan for reteach.
- Focused PD with Observations and Feedback around Literacy Instruction
 - Description: Provide professional development focused on literacy instruction best practices to teachers (ECE-5) so that all teachers are providing high quality literacy whole group and guided reading instruction (this includes all intervention and special education teachers).

➤ Root Causes Statements

- Collective Ownership of All students
 - Description: We have yet to create aligned systems and consistent mindsets that all staff collectively serve all students.
- Comprehensive system of literacy
 - Description: We have yet to perfectly align all components of literacy instruction (guided reading, grade level standards, curriculum implementation, best first instruction) to school wide systems of professional development, data team, and observation feedback for kinder-5th grade.
- Student Engagement
 - Description: We have yet to develop a system to personalize the learning for all of our students.
- Culturally Responsive Instruction

- Description: We have yet to master culturally responsive instruction including professional development with staff around unpacking our own biases and trauma informed practices.
- Priority Performance Challenges
 - K-5 ELA Status
 - Description: In 2017, 38% of our school met or exceeded on 2017 PARCC. The network was at 60% and the district was at 39%. In 2017, 47.6% of K-3 students met the DPS aim line based on IStation.
 - Sub Groups Status
 - Description: Our percent of students scoring meets or exceeds was significantly lower for our sub groups of FRL (48%), SOC (30%), Sped (42%).

C. Progress Monitoring and Assessments

Assessment Name	Grade levels	Content Areas (ex: Math, Early Literacy)	Purpose (Provide a rationale for the selection of this assessment, including alignment with curriculum and instruction.)	Type (Diagnostic, Interim, Summative)	Frequency (ex: Annual, 2 times per year)	Administration Calendar (ex: Jan-Feb)
TS-Gold	ECE	All	to track progress in early education	All	3 times per year	Oct., Jan., May
IStation	Kinder-5th	Math and Lit.	Track growth of students throughout the year	All	Monthly	
ANet	3rd - 5th	Math and Lit.	Determine grade level standards based on scope and sequence	Summative	3 times per year	Nov., Feb., May (the school may choose to opt out of may)

D. Promotion & Retention Policies

Retention decisions for students performing below grade-level in core content areas will be made based on literacy and math achievement levels as determined by performance on standardized assessments, including interims, and SLO body of evidence. The principal, AP, teacher, and parents/guardians will confer at least three months prior to the end of the school year about the student’s progress, with additional meetings at least every 6 weeks thereafter (by phone or in person). If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended to the School Administrative Team.

- If school leadership approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the School Administrative Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees.
- Parents must be notified of a preliminary recommendation/decision to retain a student no later than May 1st.
- All retention decisions will be finalized by May 15th. The school will regularly communicate student performance to parents/guardians.

E. Supplemental Programming

Design thinking is a model that uses a process of empathy gathering, designing a problem, building prototypes, testing those prototypes, and taking something to full implementation that we are using in science, social studies and in our explorations. This way of thinking allows students to solve real world problems to help move our school and community forward in positive ways. We also use blended learning and passion projects to support all of our learners and connections.

Section III. TEACHING

A. Instructional Strategies

We use a variety of teaching strategies including small group instruction, specifically in guided reading and English Language Development across the entire school. Most teachers are using a scripted curriculum with a I Do, We do, You do model. Staff use technology like google classrooms and other online platforms to strategically give students feedback and support academics gaps that might exists. There is a focus on Teach Like a Champion strategies and the Relay Getting Better Faster Tool for observations. All of these tools are communicated through the context of the LEAP indicators.

B. Teacher Coaching (and Teacher Leadership Roles)

All faculty members at Montclair will work with strong instructional leaders to share the decision-making responsibility in order to provide professional leadership and expertise needed to ensure high student achievement. Although the principal will always remain accountable as the final decision-maker at Montclair, there is a commitment to distributive leadership in all aspects of school operations, especially instruction. The faculty is able to participate in decision-making processed through full staff opportunities, through elected officials to the SAC, Teacher Leaders, and SLT. The roles of these leadership teams and associated decision-making processes are described throughout this plan.

Montclair will use our instructional leadership team (ILT), senior team leads (SLT), School Advisory Committee (SAC), Parent Educators and Kids (PEAK), hiring committees, to guide in the shared feedback loops to move the school forward.

The principal will continue to lead an instructional leadership team, that is not limited to, the Assistant Principal, Dean of Culture and Equity, and STLs. The leadership teams will be responsible for establishing the conditions for student learning at the school, including the following:

- Identifying student academic needs, based on all available student performance data;
- Setting academic goals and priorities, based on student academic needs;
- Monitoring and managing consistent delivery of high quality curriculum to every student;
- Providing instructional support to all teachers;
- Building the student schedule;

- Establishing assignments, job responsibilities and workloads for all staff and faculty members based on the needs of students;
- Making decisions about ongoing professional development;
- Identifying creative solutions to problems faced in the operation of the school;
- Revising the Innovation Plan, the Unified Improvement Plan, and the School Handbook, as needed and based on student performance data;
- Monitoring progress toward the goals of the Unified Improvement Plan;
- Reviewing the principal's recommendations for extra duty compensation or incentives if the rates exceed those established in the DPS/DCTA Agreement;
- Establishing community and parent involvement activities;
- Making recommendations regarding general school governance.

In addition to the above noted responsibilities, SAC and PEAK will meet on a monthly basis with identified parent representatives to seek input and review items of concern. An effort will be made to ensure that all facets of our parent community are invited, represented and encouraged to participate.

C. Teacher Professional Development

The principal, faculty and staff at Montclair will collaborate to promote the professional growth of all staff members, including programs for peer assistance and ongoing professional development for all staff. The professional growth system will incorporate practices vital to improve the achievement of all students at Montclair and ensure teachers the professional latitude necessary to enact the mission of Montclair and the Denver Plan. Professionals and coaches may be hired on a contract or short-term basis to meet the school's and faculty's professional development needs.

Direct coaching cycles, connected to weekly data teams are a key component to the professional development at Montclair. This creates individual action plans for teachers and staff to maximize the impact for each person giving clear bite size feedback bi-weekly to move instruction forward.

We also do whole school PD one time per week that takes on thematic sequences. Topics would include, data drive instruction, equity and bias work, Teach Like a Champion practices, Great Habits Great Readers. This is then followed up through the coaching cycles and debriefs afterward. Every teacher is coached, at a minimum of once every two weeks. All teachers meet in weekly data teams to strategically look at and change instruction based on formative assessments created by the grade level teams.

D. Teacher Evaluation

The principal or designee (Assistant Principal, Dean, or STL) will evaluate teachers at Montclair through the LEAP Framework giving bitesize actionable next steps and feedback. Each teacher will be provided with a coach/evaluator to support his or her individual growth. This will all align with the school's mission, vision values, and goals. Each teacher will have, at a minimum, all LEAP indicators scored 3 times per year and professionalism will happen two times per year with the first not counting into the overall average at the end of the year. Can you include a section on the expectations for remediation?

E. English Language Learners

1. **Identification Process.** The secretary is responsible for administering the DPS HLQ to all families new to DPS. If a parent selects that another language other than English is spoken by either the student or someone else in the home, then a PPF form is to be completed. The student is now considered a provisional ELL until a W-APT assessment can be administered to determine their proficiency with English. The school secretary enters the HLQ information into the “Student Summary” page in Infinite Campus.

2. **Assessment and Placement.** For provisional ELL, the W-APT assessment is administered within 10 days of starting the new school year. For students that come to school after the first 30 days, we will give the W-APT assessment within 4 days of the student starting. After the annual teacher training on the W-APT assessment, the ESL Resource teachers will administer the W-APT assessment to all provisional ELL students, based on a list generated by ARE.

The ISA Team will also consider other district normed assessments, such as iStation as well as homeroom teacher anecdotal input. ELL students are assessed weekly by their ELD teacher and with the annual administration of the Colorado State required ACCESS test. The results of student progress is provided to the parents three times a year by means of the student report card, and their ACCESS results in May. Information about the school’s language programs and services are communicated to parents during registration, with language specific (Small TNLI) parent meetings as well as PAC meetings. Either the school secretary, ISA Team lead or Small TNLI Spanish Literacy teacher will provide this information to the students parents. Students receiving Spanish instruction are also required to receive ELD instruction during the day. Their placement is determined by the ESL Resource Teacher team, by using the WIDA Speaking and Writing rubrics.

3. **Program Design and Curriculum.**

DPS English Language Acquisition (ELA) Program Models and Services for English Language Learners							
GRADES SERVED	THRESHOLD	PROGRAM MODEL	SERVICES BY PROGRAM MODEL				
			Native Language Support	Resource Teacher	English Language Development (ELD)	Supported Content Instruction in English	Native Language Instruction
Elementary (E-5, E-8)	<15 ELLs	No ELA Program-Strategic Support	NA	NA	NA	NA	NA
	≥15 ELLs (all languages)	ESL/ELA-E	Yes	Yes	Yes	Yes	English
	THRESHOLD	PROGRAM MODEL	SERVICES BY PROGRAM MODEL				
			Native Language Support	Resource Teacher	English Language Development (ELD)	Supported Content Instruction in English	Native Language Instruction
	≥15 ELLs	ESL/ELA-E	Yes	Yes (ELA-	Yes	Yes	English

(Spanish-speaking)				S)			
≥60 Spanish-speaking ELLs	Small TNLI	Yes	Yes	Yes - Small TNLI resource	Yes	Yes	Yes
≥60 Spanish-speaking ELLs and ≥15 ELLs (other than native-Spanish speaking)	TNLI and ESL/ELA-E	Yes	Yes	Yes (ELA-E)	Yes	Yes	Yes Spanish Literacy (for Spanish-speaking ELLs)
≥15 ELLs (all languages)	ESL/ELA-E	Yes			Yes	Yes	
50-99 Spanish-speaking ELLs (intermediate proficiency or below)	ESL/ELA-E	Yes	Yes	Yes (ELA-S) small TNLI	Yes	Yes	
≥100 Spanish-speaking ELLs (intermediate proficiency or below)	TNLI	No			No	No	No
≥100 Spanish-speaking ELLs (intermediate proficiency or below)	TNLI and ESL/ELA-E	No			No	No	No

4. **Teaching:** A majority of our classroom teachers are ELA-E designated and have received instructional regarding practices that support our ELLs with their English Language Development. We also have Native Language Tutors that support ELL students with an extremely limited English language proficiency. Our school’s master schedule is built around every grade level having a dedicated ELD instruction block during the school day. One grade level classroom teacher and the ESL Resource teachers provide ELD instruction to the ELL students. Groups are formed based on the students’ English language proficiency levels. All of our ELD teachers use WIDA Speaking and Writing Rubrics, provided by DPS to measure English language growth during the school year. Our ISA Team has a very thoughtful process of collecting multiple pieces of evidence in order to have thorough picture of each student for the ISA Team to consider as we monitor student progress in English.

Our classroom teachers are ELA-E designated and have received instructional regarding practices that support our ELLs with their English Language Development. Some of these practices include realia, illustrated

word walls, graphic organizers, purposeful partnerships, and small group instruction, just to name a few. Teachers are provided with their students' most recent ACCESS scores and WIDA Speaking and Writing rubrics. This is an excellent guide to advise teachers what their students should be able to do at their language level and what the next steps to focus on in the continuum of English language learning. Many of our staff members are bilingual and speak Spanish. Our Spanish speaking students have access to multiple adults that can support them during the day. We also have Native Language Tutors (currently Arabic speaking) that support students that are new to our country and need additional support in their native language. Our ESL Resource teachers are able to provide support to classroom teachers that need assistance finding appropriate curricular materials. We receive funding to hiring native language tutors and we always hire staff members with our students' needs in mind, including language. Teachers will differentiate instruction in order to meet all students' needs.

5. **Exiting/Redesignation.** The members of our ISA Team and the classroom teacher is involved in determining whether an ELL student has reached the same level as a Proficient native English language speaker. The criteria we use to measure each flagged student are the most recent ACCESS scores in all four language domains, the most recent CMAS results, report card grades in all subjects, actual classroom work (especially writing samples scored with the WIDA Writing rubric), an additional Oral Language assessment scored with a WIDA Speaking rubric and teacher input. Per DPS requirement, we monitor redesignated students for two years before they are exited completely from the program. During the monitoring stage, evidence of student work is collected, scored using the WIDA Speaking and Writing rubrics, and uploaded into Infinite Campus. These documents will follow the student from elementary school to middle school, as long as they continue as a learning in our district. If it is determined that a student would benefit from additional ELD instruction, the ISA Team will make that decision and the student will be added to the appropriate ELD group based on their current language level.

6. **Small TNLI Model:** We use a small TNI pilot model for Spanish instruction for kindergarten through 5th grade based on students needs in each grade level. This allows students to get pulled for Spanish literacy during the traditional literacy block and learn Spanish. Each student is getting guided reading in both Spanish and English. We transition students into English in fourth grade or based on ACCESS scores. We attempt to hire Spanish speaking staff at each grade level to support students and families through Spanish supports in class.

F. Students with Disabilities

We use and follow FAPE along with IDEA to give all of our students the best possible education at Montclair. We serve mild to moderate needs and find appropriate supports for all students. We use both a pull out and push in/co-teaching model to support the students. PD is provided for co-teaching and release time is set up to help plan in a co-teaching model. We will use Level Literacy Intervention, Wilson, Phonics boots or other interventions to support students direct need.

G. Gifted and Talented Students

Similar to our student with disabilities we serve our GT students in the best way to push them and their education. We use online learning platforms such as Scoot Pad and IXL to maximize impact because we do not have a teacher 100% of the time

H. Multi-Tiered System of Supports

Our MTSS consists of teachers tracking and working on interventions for students both behaviorally and academically to eliminate the need to move further into testing and find interventions that work for our students. The teacher check list is as follows:

- Taking action immediately upon noticing a student need (behaviorally, academically, and emotionally)
- Ask yourself: Do I have classroom systems to support academic & behavior management firmly in place that can be supported by quantitative data points over time?
- Have I respectfully and supportively talked with the student to learn more about how to support their needs? Ex. Student lunch
- Have I talked to parents or guardians about student needs? Have I made the parents a partner in this work? If yes, document this in IC. Ex. Parent calls, conference, and home visits
- Have I talked to my colleagues and coach to get suggestions for how to support this student? If yes, document this in IC. Ex. Prior teachers, observe in other parts of the day, etc.
- Have I tried an intervention specific to the student's perceived skill gap and monitored this intervention over 4 weeks with quantitative data points? Have I communicated with students & guardians along the way? If yes, document this in IC.
- If yes to all of the following complete the survey: <https://goo.gl/forms/pvTABEmAe5fEZJR62>
 - Name, grade teacher referring
 - Based on your interventions, what do you believe is the student's primary need (behavioral, academic or social emotional support
 - In language that you would use to communicate with the student's parent, please explain what you are seeing in the classroom that prompted you to bring this student to MTSS:
 - Step 1: Explain your classroom systems that support academic and behavior management. Detail how these systems are supported by quantitative data points over time.
 - Step 2: Explain how you have respectfully and supportively talked with the student to learn more about how to support their needs. Provide as much documentation as possible of your relationship with the student.
 - Step 3: Explain how and when you have communicated with the student's parents or guardians about their student's needs. How have you made the parents a partner in their student's learning? Provide as much documentation as possible for your parent communications.
 - Step 4: Explain how and when you have reached out to your colleagues and coach to get suggestions for how to support this student. What suggestions did they provide?
 - Step 5: Explain which daily classroom interventions you have already tried that were intended to support the identified need(s) of the student. Please share the data that you collected from progress monitoring this intervention. How did you communicate this intervention with the parents or guardians?
 - Is there any additional information that you think would be helpful for us to know as we consider this student for MTSS interventions?

Once the survey is completed it is reviewed by our Dean to determine if the committee should be academic, behavioral, or social emotional to determine the next level of intervention for the student. A new intervention is tracked for 3-6 more weeks with regular meetings with the teacher, parent, and intervention team. If these intervention did not work it could lead to a referral to special education.

I. School Schedule & Calendar

The teachers at Montclair are dedicated to providing high quality instruction on a daily basis. As such, we require the freedom to make decisions regarding the use of district assigned days for professional development and other purposes (e.i. Late Start days, extended day, extended year, etc.). This will come from a recommendation from the SAC and involve parents, teachers, and staff and be solidified by the last day in February.

We require flexibility to allow us to make modifications to teacher planning time as necessary so that we can continue to offer these program components to our students.

Class assignments at Montclair are based on academic data and configured to meet the diverse needs of our students. We provide differentiated instruction to all students.

Simultaneously, rigorous instruction and interventions are made available to students who do not meet the proficiency levels for a specific grade. Adjustments are made as necessary throughout the school year to ensure that all students receive appropriate support while being challenged to reach their full potential.

J. Class Size

Montclair seeks to have class sizes no greater than 28. In the event of class size larger than 28, the school staff will reach out to DPS enrollment to determine options for any other neighborhood student that might look to join the school.

Section IV. LEADERSHIP

A. Leadership Team Personnel

All faculty members at Montclair will work with strong instructional leaders to share the decision-making responsibility in order to provide professional leadership and expertise needed to ensure high student achievement. Although the principal will always remain accountable as the final decision-maker at Montclair, there is a commitment to distributive leadership in all aspects of school operations, especially instruction. The faculty is able to participate in decision-making processes through full staff opportunities, through elected officials to the SAC, and SLT. All STLs will need to be LEAP certified to perform their duties. The roles of these leadership teams and associated decision-making processes are described throughout this plan.

B. Leadership Team Coaching & Evaluation

The principal of Montclair reports to an assigned Instructional Superintendent. The principal's responsibilities are to the students, faculty and community of Montclair. In order to be a true instructional leader, the principal, with the advisement of the School Advisory Committee (SAC), must be able to make full use of time, money and resources to meet the requirements of this Plan.

In the event of a change in leadership, the SAC in partnership with the Instructional Superintendent will make every effort to secure a principal who understands the nature of the innovation status and will honor the provisions within this application. This body will make a recommendation of hire to the superintendent. The superintendent or designee of the superintendent will have final hiring authority.

Management Evaluation

The principal, faculty and staff will engage in ongoing collaborative evaluation through the DPS LEAP Framework and the School Leadership Framework LEAD. This evaluation will include a middle and end of year formal evaluation that aligns to the values of the school and the district.

C. School Personnel Structure

To create and maintain an outstanding school, Montclair will assemble a faculty and staff who will work together to improve achievement for every student. We expect this committed workforce to remain stable over time.

The principal at Montclair, in consultation with HR and with possible consultation with SAC, will prepare job descriptions for all staff and faculty assignments at the school. The principal may use standard District job descriptions, but is in no way limited to them. Montclair can hire non-licensed teachers if the hire is working toward certification and will have their certification within a year. The reason for this could be a mid year hire, or a person who might need ELA-S qualifications who is working toward certification, however they will not be able to be the teacher of record for any core content classes.

The principal at Montclair, in consultation with a personnel committee (rotating members based on who is being hired with a set group that has trained and normed together), will select all school staff and faculty as soon as possible after a vacant assignment is determined. Unless there are extenuating circumstances, all faculty and staff will meet minimum district requirements of being highly qualified with required licensing. In cases where a faculty or staff member does not meet district requirements, the employee must complete a plan to become qualified in no more than a year. In the event that Montclair is a title I school all teachers must be highly qualified or we have will have another teacher on record.

All assignments at Montclair are annual. The performance of each teacher is of critical importance for the decisions regarding each annual appointment. Year-to-year decisions regarding returning teaching staff will be made in timely fashion for departing staff to participate in the DPS teacher staffing cycle should they choose to and are eligible to do so. The recruitment and selection process for new staff will be rigorous and focused on best meeting student needs.

Under extraordinary circumstances, the principal may discharge a teacher during the school year using the GDQR process.

To ensure that all staff agree to a common set of expectations, Montclair staff members will sign the Montclair School of Academics & Enrichment Commitment letter linked [here](#) and the intent to return letter linked [here](#), however, the district will provide contract language for contract. Teachers will return the intent to return form no later than January 31st to the office staff (which is non-binding and helps with staffing needs for possible vacancies). This will be a recommitment of their annual contract. To help understand which staff want to return they will fill out an intent to return form in their mid year conversation. The school leader will make final determinations and issue invitations for staff to return the following year no later than April 30th.

D. Teacher Recruitment and Hiring

Montclair commits to hiring hard working staff members with a growth mindset and who are driven to support the Denver plan of all children success with no excuses. We are able to do this by interviewing and choosing teachers when we wish, without direct placements assigned to Montclair. Through this, we are able to choose staff members with same mindset aligned to our vision.

To meet the needs of our students and to fully implement our educational program, Montclair requires the flexibility to select and hire individuals that can best meet the needs of our diverse population. This may mean hiring individuals who have appropriate background and experience in a given area on a part-time or temporary basis.

New teachers hired by Montclair will not be subject to the portions of the Teacher Employment, Compensation and Dismissal Act of 1990 (22-63-101, et seq, C.R.S.) and DCTA contract waived within this plan and will not have any continuing employment rights within the District, however, if they secure a position within the district at another school their employment status will follow district procedure regarding non-probationary status.

Teachers hired from within the District who are currently non-probationary or who are currently at Montclair with non-probationary status will be employed at Montclair on annual contracts.

E. Teacher Retention

Positive Work Environment

A supportive working environment for staff is integral to providing a positive learning environment for students. The parties will establish a mission-driven school culture that is focused on student achievement and an environment that rewards and celebrates excellence and accomplishment. The environment always needs to focus on putting students first. We will always work with DPS and Montclair's core values at the heart of what we do. Montclair is looking to be above 70% teacher retention year to year.

Section V: Operations, Budget, Governance

A. School Governance and [Bi-Laws](#)

The School Advisory Committee (SAC), with an established set of rules and procedures, is charged with advising the school principal to best serve the students of Montclair School of Academics and Enrichment.

The role of the SAC is to:

- Meet monthly as a committee
- Collaborate with faculty and staff on school calendar and daily schedule
- Conduct evaluation and recommendations of school programs and policies
- Make budget recommendations to the principal (including possible stipends for extra duty pay)
- Provide formal dispute resolution for staff (as laid out by the innovation plan)
- Approval of UIP and progress monitoring
- In the event of a principal change, SAC will work with the instructional superintendent to make efforts to secure a new principal

Scope

The purpose and scope of the School Advisory Committee (SAC) shall be:

To focus on the Unified Improvement Plan as its primary responsibility at the school based on multiple measures. These are district-established indicators of individual school performance and data in the following areas: Attendance, graduation-rate, school leadership, instructional quality, student respect, school safety, and other measures such as the School Accountability Rating. In particular the SAC will work to:

- make decisions and hold discussions through a consensus decision making process. **Consensus decision making** is a creative and dynamic way of reaching agreement between all members of a group. The SAC will seek to operate in an environment marked by mutual support and respect. Collaborative decision-making is based upon trust and on the belief in the strength of shared responsibility in decision-making. Instead of simply voting for an item and having the majority of the group getting their way, a group using **consensus** is committed to finding solutions that everyone actively supports, or at least publicly supports. Consensus allows for all voices in the room to be heard.

- provide guidance, evaluation, and approval for the UIP, use of staffing allocations, school budget and school program design including consultation regarding adjustments that might be due to pupil-count issues.
- enhance student achievement and school climate by engaging the school community in collaborative efforts supporting the school and district's goals;
- provide strategic direction in support of the school's mission and vision as stated in the Unified Improvement Plan (UIP). The UIP with the school's program design, should serve as the strategic plan for the school;
- review the Innovation Plan, advise about the school's budget, school calendar/master schedule, discuss the idea of extended school day and year, possible early release, PD.
- 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 (as applicable), the DPS 2020 Plan and other contracts and District mandates.
- all members will be voted on by staff and then voted on at SAC

Membership

Selection for membership should be through nominations of people who volunteer. Elections should be held as needed every year (in spring).

The desired makeup of the consensus decision-making body (not to exceed the below recommendations) of SAC is:

- Five (5) parent representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers
- Four (4) teacher representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers
- Two (2) classified employee (paras, custodians, secretaries, kitchen) representative, one will always be school secretary, may be nominated by anyone, including self, and are chosen by the vote of their peers
- One (1) educational professional (speech, social worker, culture and equity coach, nurse, family liaison, enrichment coordinator, or any Montclair staff not in another constituency group), and are chosen by the vote of their peers
- If possible: One (1) business/employer or community representative from the local community; is nominated by a member of the SAC and approved by consensus by the other members of the SAC committee
- One of the two front office employees (who will serve as SAC secretary and count for one of the two classified staff)
- The assistant principal (may have to attend other meetings and is an exception to missing two meetings)
- The school principal (ex officio member)

There shall be no more than two parents or teachers representing any one grade or program.

If we want to add any other decision-making members, they must be approved through a consensus decision made by current SAC members. If the desired make-up isn't achieved, the committee will continue to function with the elected members.

Member Diversity

The diversity of the school population should be represented in the SAC committee membership. As a way to increase diversity, SAC will have a meeting in conjunction with PAC, early in the school year.

Terms

SAC committee members are elected to a two-year term. Members may be elected to no more than three (3) successive terms. Based on the number of applicants interested in joining the committee, exceptions will be granted at the discretion of the committee members. Staggered terms may be used to promote continuity.

Meetings

SAC meetings will be held a minimum of once a month. Meetings will be held on the second Monday of each month from 4:15 – 6:00 p.m. in a regularly designated classroom. If this day falls on a holiday, the meeting will be held the following Monday. There will be one additional meeting in January to solidify budget. Emergency meetings may be scheduled if needed with proper notifications to all SAC members and the school community.

B. Employment Policies

Hours of Work

The SAC will collaborate with the faculty and staff at Montclair to establish a calendar and schedule focused on improving student achievement. The Leadership Team and recommendations from SAC will make hours of employment clear to all employees, and make adjustments only with their participation no later than April 30th. This will be the first task the SAC will work on after SAC has approved the budget. The goal is to provide teachers with as much time as possible if SAC approves extended day or year for the individual teachers to determine if they want to work at a school with extended day or school year.

Compensation

Staff at Montclair will receive professional compensation that reflects their commitment to the school and their success at improving student learning. This compensation and benefits package will have, as its foundation, the salary systems established in the DPS/DCTA Master Agreement and the ProComp Agreement. The principal will have the discretion to exceed these minimum base salary through performance based incentives, extra duty or stipends, but not higher rate of base pay by the principal and or recommendations from SAC.

All full time employees at Montclair will participate in the Denver Public Schools Retirement System (PERA). Should any staff or faculty member transfer from Montclair to another DPS assignment, all pension benefits will be portable and there shall be no loss of benefit.

If SAC determines to extend the school day or school year, teacher will be paid on a stipend bases for their time. The principal, with recommendation from the SAC will determine a fair stipend for the extra time. Following the rules of the PERA, contracted employees and temporary staff will not participate in the retirement system.

Leave

All employees at Montclair will receive the same long leave entitlements granted under district policy. Annually, all employees at Montclair will receive the same days of short leave to be used for any purpose as the district. Notification procedures for sick leave and personal leave are outlined in the Faculty Handbook. Unused leave days accrue according to district rules. The district and school may provide additional leave days for the purpose of professional development or instructional development.

Staff Handbook

General practices and procedures that pertain to the daily operations of the school will be articulated in the Employee Handbook. This will be revised yearly to capture changes to the current state of best practice in the school. Modifications will remain consistent with the Innovation Plan and associated replacement policies.

Dispute Resolution

The principal, faculty and staff at Montclair are committed to solving problems in good faith and at the lowest possible level. Montclair wants to make sure to provide and support faculty rights. Therefore, if faculty or staff member(s) believe that the terms of this Plan have been violated, or they have some dispute that they want resolved, they are expected to raise this matter with an appropriate member of SAC Team who will collaborate to resolve the dispute. If the dispute is not resolved to the satisfaction of the faculty or staff member, an appeal can be made to the principal and if it is not able to be resolved at the school level, the superintendent's designee has final decision authority. If the dispute involves the Principal, the faculty or staff member should raise the matter with the Instructional Superintendent or the superintendent's designee and that person will collaborate to resolve the dispute. The decision of the Instructional Superintendent or Superintendent's designee, as applicable, shall be final in such instance.

C. Operations - Transportation

We can elect to provide our own transportation should the school choose to do so with the reflective money coming back into the school budget.

D. Operations – Food Services

We can elect to provide our own food services should the school choose to do so with the reflective money coming back into the school budget.

E. Budget Narrative

Montclair will receive an annual budget allocation based on the number of students enrolled on October 1. The District and the principal will agree on the terms for the budget allocation annually in the spring.

Montclair will have control of its budget so that it can appropriately hire and utilize staff, available time, and incentives (in the most effective fashion) through paying actual salaries.

The principal in consultation with the SAC will create a school budget dedicated to improving the student achievement of all students at Montclair. Montclair will be able to purchase administrative services, such as transportation, food services, facility management, maintenance, student services and substitute teachers, from Denver Public Schools, based on a pricelist that will be provided by DPS to the Principal or designee, or from other providers. The budgeted funds provided by DPS will be supplemented by Montclair fundraising and grants.

Section VI: Waivers

**Montclair Waiver Requests and Replacement Policies
DPS, DCTA, and Colorado State Statute**

	Policy Waived	Area of Impact
WAIVER REQUESTS - DPS BOARD POLICIES		
School Proposal	BDF/BDF-R4: Collaborative School Committees	Governance
Original Policy	There shall be at each school a collaborative school committee with representation from parents, community, faculty, administrators and classified staff. Purposes and Scope: - 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	

	<p>in the School Improvement Plan (SIP). The SIP, with the school's program design, should serve as the strategic plan for the school.</p> <ul style="list-style-type: none"> - 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; - review, and when appropriate, approve discipline and safety procedures; - review, and when appropriate, revise the school calendar and/or schedule; - make recommendations regarding any changes to the school design to the District Board of Education through the building principal. <p>The collaborative school committee will not:</p> <ul style="list-style-type: none"> - participate in the day-to-day operations of the school; - be involved in issues relating to individuals (staff, students, or parents) within the school; - be involved in personnel issues.
Replacement Policy	<p><u>Role:</u></p> <ul style="list-style-type: none"> ● In the event of a principal change, SAC will work with the instructional superintendent to make efforts to secure a new principal ● Meet monthly as a committee ● Collaborate with faculty and staff on school calendar and daily schedule ● Make budget recommendations to the principal (including possible stipends for extra duty pay) ● Dispute resolution for staff ● Approval of UIP and progress monitoring <p><u>COMPOSITION</u></p>

	<p>Membership Selection for membership should be through nomination and appointment through a vote as outlined below. Elections should be held as needed every year. The composition of the SAC committee should be, at a minimum, as follows:</p> <ul style="list-style-type: none"> ● Five (5) parent representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers (the school community) ● Four (4) teacher representatives, may be nominated by anyone, including self, and are chosen by the vote of their peers ● One (1) classified employee representative, may be nominated by anyone, including self, and are chosen by the vote of their peers ● One (1) business/employer or community representative from the local community; is nominated by a member of the SAC and approved by the other members of the SAC committee ● The school principal <p><i>There shall be no more than two parents or teachers representing any one grade or program.</i> <i>There must be an equal number of certificated staff and parents on the committee.</i></p> <p>Member Diversity The diversity of the school population should be represented in the SAC committee membership.</p> <p>Terms SAC committee members are elected to a two-year term. Members may be elected to no more than three (3) successive terms. Staggered terms may be used to promote continuity.</p>
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School Proposal	IKE / IKE-R: Promotion, Retention and Acceleration of Students	Educational Program: Promotion, Retention and Acceleration of Students
Original Policy	<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 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. 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 	

	<p>instances, an academic plan will be prepared that includes the following:</p> <p>a. A summary of the school's interventions during the current year to meet the student's academic needs</p> <p>b. The interventions to be implemented during the next school year to meet the student's academic needs.</p> <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>	
Replacement Policy	<p>Retention decisions for students performing below grade-level in core content areas will be made based on literacy and math achievement levels as determined by performance on standardized assessments, including interims, and SLO body of evidence. The principal, AP, teacher, and parents will confer at least three months prior to the end of the school year about the student's progress, with additional meetings at least every 6 weeks thereafter (by phone or in person). If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended to the School Administrative Team.</p> <ul style="list-style-type: none"> • If school leadership approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the School Administrative Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees. • Parents must be notified of a preliminary recommendation/decision to retain a student no later than May 1st. • All retention decisions will be finalized by May 15th. The school will regularly communicate student performance to parents/guardians. 	
School Proposal	GCF/GDF: Professional Staff Hiring	Teaching: Human Resources Management: Hiring
Original Policy	<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... Prior to hiring any person, in accordance with state law the district shall conduct background checks.</p> <p>Reappointment after resignation: Teachers re-appointed 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>	
Replacement Policy	<p>The Innovation School will have autonomy to recruit staff and make offers to candidates outside of the traditional district hiring calendar.</p> <ul style="list-style-type: none"> • The Principal or his/her designee will work with the district HR office to post teaching positions and non-teaching positions through the district website or other recruitment tools available. The school will also engage in independent 	

	<p>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> <ul style="list-style-type: none"> • The Principal or his/her designee will consider candidates from the direct placement process; however, the school shall not be required to select or accept teachers through direct placement or to alter the hiring schedule or selection process in a way that gives preference to direct placement teachers. • The principal will consult with district HR staff and incorporate hiring best practices at the school level where it is found to be appropriate. • Teaching positions that are responsible for supplemental or enrichment instruction will not require a teacher certificate unless otherwise required by law. • Background checks will be administered using the existing systems and processes for the district.
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WAIVER REQUESTS - DCTA COLLECTIVE BARGAINING AGREEMENT		
School Proposal	Article 1-7: Definition of “School Year”	Educational Program: Calendar & Schedule
Original Policy	The term "school year" as used in these Articles shall mean the officially adopted school calendar.	
Replacement Policy	The term “school year” as use in these Articles shall mean the school calendar as it is established by the innovation school through a process as defined herein. This definition will include both an identification of days and a daily schedule.	
School Proposal	Article 2-4-1: Waivers from Agreement	Teaching: Waiver Request Procedure
Original Policy	2-4 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association. 2-4-1 Unless otherwise provided in this Agreement, requests for waivers from this Agreement shall be made by the principal and the Association Representative to the Board of Education and the Association.	
Replacement Policy	Consistent with the Innovation Schools Act, requests for waivers from the Collective Bargaining Agreement will be made by the School to the Board of Education with documented support from teachers through an amendment or revision of the innovation plan.	
School Proposal	Article 5-5: School Leadership Team	Governance: Management
Article Summary	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. The SLT will strive to make	

	<p>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 Instructional Superintendent will review and consider any information provided by members of the SLT. (The article then enumerates the responsibilities of the SLT).</p>	
<p>Replace ment Policy</p>	<p>The principal will continue to lead an instructional leadership team, that is not limited to, the Assistant Principal, Coaches, Differentiated Roles and Teacher Leaders. Teacher leaders will be selected through a application process. The leadership teams will be responsible for establishing the conditions for student learning at the school, including the following:</p> <ul style="list-style-type: none"> ● Identifying student academic needs, based on all available student performance data; ● Setting academic goals and priorities, based on student academic needs; ● Monitoring and managing consistent delivery of high quality curriculum to every student; ● Providing instructional support to all teachers; ● Building the student schedule; <ul style="list-style-type: none"> ○ Establishing assignments, job responsibilities and work loads for all staff and faculty ○ members based on the needs of students; ● Making decisions about ongoing professional development; ● Identifying creative solutions to problems faced in the operation of the school; ● Revising the Innovation Plan, the Unified Improvement Plan, and the School Handbook, as needed and based on student performance data; ● Monitoring progress toward the goals of the Unified Improvement Plan; ● Reviewing the principal’s recommendations for extra duty compensation or incentives if the rates exceed those established in the DPS/DCTA Agreement; ● Establishing community and parent involvement activities; ● Making recommendations regarding general school governance. 	
<p>School Proposal</p>	<p>Article 8: Professional Standards Sets Teacher Calendar, Work Year, Work Day, Class Size and Teaching Load</p>	<p>Educational Program: Calendar & Schedule</p>
<p>Article Summar y</p>	<p>Article 8 - Professional Standards</p> <p>8-1 Contract year. The contract year shall be one hundred eighty-seven (187) 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...(the article then continues with the specifics)</p> <p>8-2 Forty (40) Hour Work Week. The work week shall be forty (40) hours and shall include:</p> <p>8-2-1 Lunch Periods. There shall be a minimum standard forty-five (45) minute daily lunch. Lunch shall be duty free.</p> <p>8-2-2 The principal shall have authority to permit teachers to diverge from the regular school day.</p> <p>8-2-3 The District’s scheduled student school contact day will not be extended without</p>	

	<p>applying the due process of collective bargaining.</p> <p>8-3 Self-Directed Planning Time. For Elementary/ECE/K-8 Teachers: 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. Classroom transitions shall not be considered part of the 300 minutes per week. The ten minutes before and after the bell will not be counted toward this time unless the teacher does not have students for the first or last period....</p> <p>8-4 Multi-School Assignments. When teachers are assigned to more than one (1) school site, the principals at the schools involved shall collaborate on the scheduling of the workdays for those personnel....</p> <p>8-4 Multi-School Assignments. When teachers are assigned to more than one (1) school site, the principals at the schools involved shall collaborate on the scheduling of the workdays for those personnel. 8-4 Multi-School Assignments. When teachers are assigned to more than one (1) school site, the principals at the schools involved shall collaborate on the scheduling of the workdays for those personnel...</p> <p>8-7 Non-Teaching Duties. The District agrees to make every effort to reduce nonteaching duties that do not best use a teacher’s presence and skills, through the use of teacher aides.</p> <p>8-7-1</p> <p>8-8 Lesson Plans. Teachers will maintain effective lesson plans related to the approved curriculum for use by the teacher in regular instruction and review by the administration, as well as specific, detailed lesson plans for use by substitute teachers.</p> <p>8-9 Classroom Interruptions. The District agrees that classroom interruptions diminish the time for instruction. The administrative staff and teachers shall make every effort to avoid unnecessary interruptions during instructional periods.</p> <p>8-10 Class Coverage. It is an administrative responsibility to cover all scheduled classes.</p> <p>8-11 Emergency School Closings. Defines school closing procedures.</p> <p>8-12 Teacher-in-Charge. If a teacher is placed in charge of a building during the absence of the principal, and when the principal’s absence will be one-half day or longer, the teacher will be relieved from either the office or classroom assignment.</p> <p>8-13 Transportation of Students. Teachers shall not be required to transport pupils to activities, which take place away from the school building.</p>
<p>Replace ment Policy</p>	<p>Any changes to the length of lunch period will be made by the ILT using the consensus guidelines outlined in the School’s Replacement Policy for Article 5-5-2.</p> <p>If the schools waives out of the main article (i.e. 8-1) all subsequent articles (i.e. 8-1-1, 8-1-2-4, etc.) are waived as well.</p> <p>8-1-Contract Year: The contract year for teachers may be extended to include additional mandatory professional development days prior to the start of the school year. Teachers will be compensated for additional days via a stipend that is determined based on the average rate of pay for similar extended time in other district schools based on SAC recommendations. Non student contact days, planning days, assessment days, and professional development days will be determined by the principal in consultation with the SAC annually, consistent with the innovation plan, as part of the adoption of the school calendar no later than the last day in February that meets or exceeds district and state determinations of the length of time during which schools shall be in session during the next school year. Student school contact days can 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. In</p>

	<p>addition, the school calendar cannot exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval.</p> <p>8-1-2-4 The ILT shall create a schedule that provides teacher with the time during school hours to grade school/grade level required assessment that require manual teacher scoring</p> <p>8-2: Evening meetings can be scheduled, as necessary, to implement the innovation plan in accordance with the innovation plan. Meetings will be scheduled through the ILT committee oversight process.</p> <p>8-3: Teachers will be given a minimum of 200 minutes of undirected teacher planning time per week, and an additional minimum 100 minutes of directed common planning time or data teams. Included in the minimum minutes of directed time staff may receive a minimum of 60 minutes of professional development per week. Classroom transitions may be considered part of the 300 minutes per week. The ten minutes before and after the bell may be counted toward this time regardless of whether or not the teacher does not have students first or last period.</p> <p>8-4-1: SAC, will determines the master calendar along with recommendations from ILT and collectively SAC will set the after school events required by all staff. This cannot exceed 5 one and a half hour (1.5 hour) events and if it does teachers will be paid for their extra time based on the district rate for extra duty pay.</p> <p>8-5 The principal shall report to the SAC, after the roster verification process, the number of students in each grade level and this will be published in the SAC minutes on the school’s website. For the purposes of this section, a “class” shall be defined as any general education classes and she work to stick to the innovations plan recommendation of 28 for class size. The district will find placement of boundary students if class size is over 28 and the principal is not able to find space in the school to keep class size at or under 28.</p> <p>8-5-3 If a teacher believes that the number of students assigned to that teacher is not consistent with sound educational practice, the teacher shall have the right, upon written request to the principal to schedule a conference with his or her principal regarding the matter. The principal will respond to the teacher’s concern and if the concern is now answered the teacher can share the concern with SAC.</p> <p>8-7: Teachers will be assigned non-teaching duties, as necessary, to implement the innovation plan with the intent being to maximize the time that the most effective teachers spend teaching students.</p> <p>8-7-3 Non-teaching duty time may reduce self-directed planning time or scheduled lunch as outlined in other sections of this agreement in emergency situations and a substitute will be requested (paid by the school) to give back missed planning time if the teacher requests it.</p> <p>8-10: It is the school's responsibility to cover all classrooms. In emergencies (no teacher available) school principal or their designee can cover staff with (student teachers, extra para, other non core teaching staff, substitutes, or administration).</p>
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School Proposal	Article 10: Performance Evaluations: Describes the Evaluation Process for Teachers	Leadership: Human Resource Management: Teacher Evaluation
Article Summary	CBA provisions regarding the teacher evaluation and performance improvement process.	
Replacement Policy	Montclair will follow the process for the LEAP fairness guided and waive out of all of article 10 with specifics below. 10-1: Evaluator refers to supervisor who is responsible for the evaluation of personnel. While	

	<p>the principal will oversee all evaluations in the building, other evaluators as determined by the principal will have primary evaluation responsibilities for some personnel.</p> <p>10-2: The school has only one type of evaluation which applies to all teachers.</p> <p>10-3: Timeline: All teachers will be evaluated at least twice annually.</p> <p>10-3-1: The School will participate in District Pro-Comp systems.</p> <p>10-4: The principal will oversee all evaluations to ensure the appropriate standards are being used. As necessary, the principal will identify a designated evaluator for each teacher from amongst other members of the administration team or staff.</p> <p>10-4-1: Evaluators will receive CDE approved teacher evaluation training but will not be required to hold a state administrator license.</p> <p>Teachers who are not performing satisfactorily shall be placed on the school's performance improvement plan. Once a teacher has received a performance improvement plan from the school's principal/or designee the school leader will identify areas for improvement with the teacher, give the teacher notice of these areas for improvement in writing, and conduct weekly observations from a coach with written feedback. If, after 30 days, the teacher fails to make sufficient progress under the plan, the teacher's unsatisfactory performance could constitute cause for terminating the annual contract before the end of the school year.</p>	
School Proposal	Article 11: Complaints Against Teachers/Administrative Leave/Corrective Action	Leadership: Human Resources Management
Original 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 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>	
Replacement Policy	If they are subject to corrective action, Teachers shall be entitled to the district's basic fairness and due process guidelines.	
School Proposal	Article 13-7 Hiring timelines	Teaching: Human Resources Management: Hiring & Staff Assignments
Original Policy	13-7 Timelines. The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs...	

	<p>Key dates and activities:</p> <ul style="list-style-type: none"> • Teachers verify consideration group... • Teacher requests for Intent to Vacate, Early Retirement Incentive, move to part time/job share, Extended Leave of Absence, and Return from Leave notice submitted. • Recommendation for non-renewal of probationary teachers. • In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15) • Schools report vacancies. (Article 13-17) Vacancies are posted. • Teachers apply to transfer for vacancies. (Article 13-18) • Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20) • Assignment of unassigned non-probationary teachers. (Article 13-194) • End of open market staffing cycle. <p>13-8 Personnel Committee.</p> <p>13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and Reduction in Building Staff (RIBS) at the school building.</p> <p>13-8-2 The Personnel Committee will be composed of the principal and three (3) teachers chosen by a vote of the faculty, and may have no more than two (2) parent(s) as member(s) appointed by the Collaborative School Committee.</p> <p>13-8-3 Teacher members will be chosen by the faculty.</p> <p>13-8-4 The Personnel Committee will make decisions by consensus...</p> <p>13-8-5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance...</p> <p>13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.</p>	
Replacement Policy	<p>13-7. The school 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, but will not be required to participate in District hiring fairs or give any teacher priority over another because of the teacher's status in the District. The innovation school will not be required to accept direct placements from the district; however, the school leader reserves the right to consent to a district placed teacher if, at the sole discretion of the school leader, such a placement would benefit the school.</p>	
School Proposal	Article 13-8 Personnel Committee	Teaching: Human Resources Management: Hiring & Staff Assignments
Original Policy (Article Summary)	<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>	

	13-8-7 The Personnel Committee shall operate during the school year. Outside of the school year the principal may fill positions without consultation.	
Replacement Policy	<p>13-8. The school leader shall be responsible for hiring all staff and shall implement a hiring process that best meets the needs of the school. Whenever possible, a hiring committee will be constructed by the principal to provide input into hiring decisions, however the principal will have all final hiring decisions. During school breaks, the principal can fill positions without attempting to consult the personnel committee or the school's replacement for the personnel committee. To the extent possible, the hiring committee shall include representatives from staffing areas that will be affected by the new hire.</p> <p>All candidates must pass a DPS background check, which will be conducted through the district HR process.</p> <p>The principal in consultation with the SAC will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. Once the principal determines that the school will undergo a (RIBS) all candidates in a role with similar qualifications will be considered and the principal, in consultation with the SAC, will make RIBS decisions based on performance, professionalism, and merit. There will be no consideration groups taken into account.</p>	
School Proposal	Article 13-10: Procedures for Conducting Reduction in Building	Teaching: Human Resources Management: Staffing
	<p><u>Reduction in Building Staff (RIBS).</u></p> <p>13-10-1 The Collaborative School Committee will charge the Personnel Committee with the task of conducting a Reduction in Building Staff upon receipt of information that reduced the number of DCTA bargaining unit assignments at a school, or when a Collaborative School Committee decides fewer DCTA bargaining unit assignments are needed in a department, grade level or ELA/specialty area. Procedures for centrally-assigned bargaining unit members are in Article 31.</p> <p>13-10-2 Following a determination of staffing needs including all attrition (resignations, retirements, teacher declaration of vacancies, and employees returning from leave) and declaration of consideration group, the Personnel Committee shall establish the group of teachers to be considered for reduction. The determination of staffing needs should include identification of all teachers who would volunteer to vacate a position.</p> <p>13-10-3 The consideration group may be a grade level, department or specialty area. The consideration group shall be defined as narrowly as possible based on program needs. The Personnel Committee shall notify the affected consideration group as soon as possible. Teachers will not be required to re-interview for their positions if they are not in an affected consideration group.</p> <p>13-10-3-1 For the purpose of establishing consideration groups, teachers serving in more than one department, grade level or ELA/specialty area shall annually declare the department, grade level or ELA/specialty area in which they choose to be considered no later than the completion of the third week of school.</p> <p>13-10-3-2 Each teacher may reside in only one consideration group.</p> <p>13-10-3-3 Excluding job share teachers, contract teachers who are assigned to a school less than full-time, shall be accorded the same transfer rights as other teachers in the consideration group.</p> <p>13-10-4 Teachers on approved leaves where their positions are being held in accordance with Article 21 shall be considered equally for the purpose of reduction.</p> <p>13-10-5 The Personnel Committee shall establish and make available to all faculty members a written procedure that will be followed when determining the teacher(s) to be reduced from</p>	

	<p>a building. In developing the procedures for Reduction in Building Staff, the Personnel Committee shall include the following:</p> <ul style="list-style-type: none"> • Teachers in the consideration group may choose to vacate an assignment. • Teachers in the consideration group should be allowed to interview for any vacancy in the school that is posted through the in-building bidding process. • All members of the consideration group must be interviewed by the Personnel Committee. • If it is determined that a specific reduction is no longer necessary (at any time between the RIB and the conclusion of fall adjustment for the subsequent school year), the reduced teacher has the first right of refusal to his/her former position. <p>13-10-6 The Personnel Committee shall attempt to reach consensus on the candidate most suitable to be reduced. If the Personnel Committee is unable to reach consensus, the principal will decide which candidate will be reduced.</p> <p>13-10-7 At the time of the reduction, impacted teachers will be provided with notice of the obligation to secure a mutual consent assignment as well as information about the staffing process. Teachers whose positions are reduced will have the option of participating in resume-writing workshops, interview training and/or other supports provided by the District. Any teacher transferred during the school year by the District may be provided with up to two (2) days of non-pupil contact planning time in order to permit the transferred teacher to make an orderly transition between the two (2) assignments.</p> <p>13-10-8 Unassigned RIB'd teachers are expected to participate in the teacher staffing process.</p> <p>13-10-9 <u>Leaves/Job Share/Retirement</u>. See related Articles 21, 23 and 29-13.</p> <p>13-10-10 Guaranteed interviews for reduced active non-probationary teachers, as required by state law, are offered through District-wide hiring fairs. DPS will consult with DCTA regarding the structure of any such hiring fairs. Non-probationary teachers, including teachers who have been displaced as a result of school closure or redesign, who are not able to interview with two or more schools during the hiring fairs will contact DPS Department of Human Resources as soon as practicable for assistance in scheduling the two guaranteed interviews.</p>
Replacement Policy	<p>The Innovation School will not participate in the district Reduction in Force process and will not accept direct placement of district employees who have had their contracts canceled. New staff members will be employed at the school based on their qualifications and fit with the school innovation plan and position requirements. See article 13-8.</p>

School Proposal	Article 25: Procedures for Arranging Job Sharing Assignments and Half-Time	Teaching: Human Resource Management: Staff Assignments
Original 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</p>	

	<p>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>	
Replacement Policy	<p>Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent teachers who wish to work only half time. Teachers who wish to request job sharing or half-time positions shall submit their request in writing to the school's principal. The principal in consultation with the SAC 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.</p>	
CBA Article/Section	Article 28: Extra Duty Compensation	Teaching: Human Resources Management: Compensation
Original Policy (Article Summary)	<p>See Extra Duty Compensation schedule in Article 28.</p> <p>Various tables that specify compensation levels for activities that include: substitute pay, hourly rates, activity salaries with steps and schedules.</p>	
Replacement Policy	<p>As part of the budgeting process each spring for the following school year, the principal in consultation with the SAC will determine extra duty compensation rates for extended day and year, as well as any new or additional roles and responsibilities consistent with the innovation plan, in the school Compensation Plan.</p>	
CBA Article/Section	Article 7: Grievance Policy	Teaching: Human Resources Management
Original Policy (Article Summary)	<p>Article 7 - Grievance Procedure</p> <p>7-1 Definitions.</p> <p>7-1-1 A "grievance" shall mean a written complaint by a teacher or teachers in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement or of an administrative procedure, practice, or written personnel policy that affects teachers.</p> <p>7-1-2 Grievances regarding a violation, a misrepresentation, or inequitable application of this Agreement may go to Level Three, upon the request of the Association. Unless provided otherwise in this Agreement, grievances regarding administrative procedures, practices and written personnel policies that affect teachers are grievable up to Level Two.</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 this Agreement. As an example, the term "grievance" shall not apply to the dismissal of a non-probationary teacher, the review of which is prescribed by law.</p> <p>7-1-4 An "aggrieved person" is a teacher or teachers asserting a grievance.</p> <p>7-2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.</p> <p>7-3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, the time limits will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as practicable.</p> <p>Information. The Board agrees to make available to the aggrieved person and the aggrieved person's</p>	

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 Association agrees to make available to the Board 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 Association unless it is presented at Level One 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. However, if the Association determines that a grievance affects a group of employees, the Association may submit an Association grievance in writing at Level Two. An Association grievance shall not 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 or immediate supervisor to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by the Association's Representative, or (3) may request that the Association's 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 Agreement and explain how they were violated and indicate the reason why the Level One decision is unsatisfactory. The grievant will use the Grievance Disposition Form to file the grievance. The principal and the grievant shall sign the Grievance Disposition Form. The principal shall also have the opportunity to provide comment related to the Level One process on the Grievance Disposition Form. No additions to this form may be made after it has been signed by the grievant and the principal. The grievant shall send a copy of the Grievance Disposition Form to the Department of Human Resources and the Association. The Department of Human Resources will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the Instructional Superintendent and the UniServ Director. All known documentation related to the grievance must be provided prior to the Level Two meeting.

7-3-3 Level Two. The Human Resources designee or Instructional Superintendent will go to the school with the appropriate Association Representative and meet with the teacher and principal to attempt 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. If there is an agreed-upon resolution to the grievance at this meeting, the resolution will be documented in writing and signed by both parties. The grievance will be closed and no continuation of said grievance will be allowed. If no resolution is reached, a District Representative will be responsible for providing a Level Two response on the merits of the grievance. The Level Two response will be forwarded to the DCTA for dissemination to the grievant. If the grievant is not satisfied with the response, the grievance response will be forwarded to the DCTA, Human Resources, Area Office and the principal. 19 of 92 The Association's Grievance Board will decide if the matter will be continued to Level Three.

7-3-4 Upon request by the Association, grievances concerning an administrative transfer, Reduction in Building Staff (RIBS) or the recommendation by a principal for non-renewal of a probationary teacher shall be subjected to an expedited grievance procedure. The Level Two meeting will take place within seven (7) school days. Grievances concerning the recommendation by a principal for non-renewal of a probationary teacher will not be processed beyond Level Two.

7-3-5 Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Department of Human Resources has conducted the Level Two meeting on the grievance, the aggrieved person may request that the Association submit the grievance to either

arbitration or mediation. This request must be made within seven (7) school days of the Level Two disposition and a copy of the request provided to the Department of Human Resources. If the grievant wants to proceed with the Level Three and the Association deems the grievance meritorious, it may demand arbitration or request mediation within twenty-five (25) school days after the receipt of the aggrieved person's request. The arbitration demand/mediation request from the Association must be in writing and must indicate the reason the Level Two decision is unsatisfactory. The District will respond to the request for mediation within seven (7) school days.

7-3-5-1 Mediation. If the Association and District agree to mediation, a mediator shall be selected from a permanent panel of five (5) mediators jointly determined by the parties.

7-3-5-1-1 The mediator panel shall consist of mediators who are skilled in educational issues and shall be from the greater Denver Metropolitan area and shall include, but are not limited to, Federal Mediation and Conciliation Service and other mediation agencies.

7-3-5-1-2 A panel shall be selected and reviewed annually not later than July 1.

7-3-5-1-3 Unless otherwise agreed, the mediator shall be assigned based on a rotating system.

7-3-5-1-4 At the conclusion of the mediation process the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Association may demand Arbitration within seven (7) school days of the conclusion of mediation. 20 of 92

7-3-5-2 If the Association demands arbitration and the parties cannot agree on the choice of an arbitrator, the Association shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators skilled in arbitration of educational issues, with a copy to the District. Within ten (10) school days of the receipt of a list, representatives of the Association and the District shall meet and alternately strike a name on the list. The last name remaining shall be appointed arbitrator.

7-3-5-2-1 Upon request by the Association, administrative transfer grievances shall be subject to expedited arbitration. If selected, applicable rules regarding expedited arbitration will be followed.

7-3-5-3 The arbitrator will have authority to hold hearings and make procedural rules.

7-3-5-4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

7-3-5-5 A report will be issued within thirty (30) calendar days after the close of the hearing. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

7-3-5-6 The arbitrator's report shall be submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The arbitrator's report shall be advisory only, not binding on the Board or the Association.

7-3-5-7 Within seven (7) school days, after receiving the report of the arbitrator, the Board's designee and the Association's designee will meet to discuss the report and each designee will simultaneously notify the other on whether each intends to recommend to their respective Boards the acceptance or rejection of the Arbitrator's report. The Association will be given the opportunity to respond in writing to the Board concerning the arbitrator's recommendation. The Board will review and consider any response by the Association and shall accept or reject the report of the arbitrator not later than thirty (30) calendar days (not counting July) after receipt of the arbitrator's report. No public release may be made until after the next legislative meeting of the Board.

7-3-5-8 Within five (5) school days after receiving the Board's official action on the arbitrator's report, the Board's designee and the Association's designee will meet to discuss the action of the Board.

7-3-5-9 The costs for the services of the arbitrator or mediator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the District and Association. The party who cancels a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

7-3-5-10 Any party may request an official stenographic record of the testimony at the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, it shall share the entire cost of making the stenographic record.

7-3-5-11 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association in processing any grievance at Level Three, except that the Arbitrator shall always be chosen pursuant to Article 7-35-2.

7-4 Rights of Teachers to Representation.

7-4-1 Neither the District nor any member of the Association shall take reprisals affecting the employment status of any teacher, any party in interest, any Association Representative or any other participant in the grievance procedure by reason of such participation.

7-4-2 All teachers who file a grievance shall do so with full knowledge and assurance that they will be represented solely by the Association and/or the Association's designee(s) at all levels and steps and proceedings of the grievance procedure, except that the aggrieved teacher may decline representation at Level One.

7-4-2-1 No aggrieved teacher may be represented by a representative or officer of any teacher organization other than the Association.

7-4-2-2 Level One representation will normally be provided by the Association's building-level Grievance Representative and/or Association Representative.

7-4-3 When Level Three hearings are held, all witnesses who are District employees shall be summoned by the Department of Human Resources. The Association and the District will mutually exchange written witness lists at least two (2) days in advance of the hearing.

7-5 **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 22 of 92

the request of the aggrieved, or upon request of the Association, the Superintendent or his designee will review with the responding administrator the reason why the time limits were not met and any extenuating circumstances therefore. 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.

7-5-1 If, in the judgment of the Association, a grievance affects a group of teachers in more than one (1) building, the Association may submit such grievance in writing directly to the Department of Human Resources, and the processing of such grievance may be commenced at Level Two.

7-5-2 All written and printed matter relating to grievances will be filed separately from the central office personnel files of the participants.

7-5-3 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations and other necessary documents will be jointly prepared and distributed by the Department of Human Resources and the Association.

7-5-4 In conducting arbitration cases, the Board will present all relevant material so that the arbitrator will have complete information upon which to base a decision. A copy of any information presented to the arbitrator will be provided to the aggrieved person.

7-5-5 When it is necessary at Level Two or Level Three for a representative(s) designated by the Association to attend a meeting or a hearing called by the Department of Human Resources during the school day, the Department of Human Resources shall notify the principal of such Association Representatives. The representatives will be released without loss of pay for such time as their attendance is required at such meeting or hearing. The Association will cooperate with the District in minimizing interruption of the continuity of classroom instruction by scheduling witnesses and notifying the District as far in advance as possible of the need to provide substitutes for teachers' release for such hearing.

7-5-6 The Agreement Review Committee shall monitor the number and types of grievances and the

	length of time such grievances take to be resolved.
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 the innovation plan or employment handbook, 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 school is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of the Employment Contract or School Employee Handbook.</p> <p>7-1-4 An "complainant" is a school staff member asserting a grievance.</p> <p>7-2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.</p> <p>7-3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.</p> <p>Information. The school agrees to make available to the complainant all pertinent information not privileged under law, in its possession or control, and which is relevant to the issues raised by the grievance. The complainant agrees to make available to the school and its representatives, all pertinent information not privileged under law in its possession or control, and which is relevant to the issue raised by the grievant.</p> <p>Timing. No grievance shall be recognized by the School unless it is presented at the appropriate level within fifteen (15) school days after the complainant knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized by the Department of Human Resources and/or the Instructional Superintendent 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.</p> <p>7-3-1 Informal Conference. A grievance first will be discussed with the complainant's principal to attempt to resolve the matter informally. No written documentation of the grievance or administrative response will be required if the grievance is settled at the informal conference.</p> <p>7-3-2 If the complainant is not satisfied with the results of the informal conference, the complainant 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 applicable Articles of the Employment Contract and/or School Handbook and explain how they were violated and indicate the reason why the informal conference decision is unsatisfactory. The</p>

	<p>principal shall also have the opportunity to provide comment related to the informal conference in writing. The complainant 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 meeting. A complainant can be brought to the SAC to help resolve the grievance.</p> <p>7-3-3 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>
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WAIVER REQUESTS – COLORADO STATE STATUTES		
School Proposal	Colorado State Statutes: Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel	Leadership: Human Resource Management: Teacher Evaluations
Original Policy	<p>(1.5) (a) A local board or board of cooperative services may adopt the state model performance evaluation system established by the rules promulgated by the state board pursuant to section 22-9-105.5 or may develop its own local licensed personnel evaluation system that complies with the requirements established pursuant to this section and the rules promulgated by the state board. If a school district or board of cooperative services develops its own local licensed personnel evaluation system, the local board or board of cooperative services or any interested party may submit to the department, or the department may solicit and collect, data related to said personnel evaluation system for review by the department.</p> <p>(4) (a) Except as provided in paragraph (b) of this subsection (4), no person shall be responsible for the evaluation of licensed personnel unless the person has a principal or administrator license issued pursuant to article 60.5 of this title or is a designee of a person with a principal or administrator license and has received education and training in evaluation skills approved by the department of education that will enable him or her to make fair, professional, and credible evaluations of the personnel whom he or she is responsible for evaluating. No person shall be issued a principal or administrator license or have a principal or administrator license renewed unless the state board determines that such person has received education and training approved by the department of education.</p>	
Replacement Policy	<p>The school will implement the district licensed personnel evaluation system (LEAP) with modifications that comply with the requirements established pursuant to this section and the rules promulgated by the state board and the Licensed Personnel Performance Act. Evaluation of educators will be the responsibility of school leaders. Each teacher will be assigned an evaluator from the administrative team. Evaluators of school personnel will receive a CDE approved training to conduct evaluations but will not be required to hold a principal or administrator license. 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</p>	

	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.	
School Proposal	Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay	Teaching: Human Resource Management: Staff Hiring, Compensation
Original Policy (summary)	22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties: (f) (I) To employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation...A board of a district of innovation...may delegate the duty specified in this paragraph (f) to an innovation school,	
Replacement Policy	Pursuant to state law, the DPS board will delegate the duty specified in this paragraph to the innovation school. The principal, in consultation with the SAC, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the Principal in consultation with the SAC and DPS HR shall determine the rate of pay during the budget cycle each Spring for the following year.	
School Proposal	Section 22-32-109(1)(g): Handling of Money	Governance: Budget
Original Policy	(g) To require any employee or other person who may receive into his custody moneys which properly belong to the district to deliver such moneys to the treasurer of the district, or to deposit such moneys in a depository designated by the board;	
Replacement Policy	In accordance with the innovation plan, the school may receive moneys and deposit such moneys into a school account. The school will establish an account with the district to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. The school will account for all moneys that it receives directly and will report to the DPS board.	
School Proposal	Section 22-32-109(1)(n)(I): Schedule and Calendar	Educational Program: Calendar and Schedule
Original Policy	(n) (I) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (I) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive the provisions of this subparagraph (I) upon application therefore by the board of education of the district.	
Replacement Policy	No later than 30 days before the end of the school year, the principal in consultation with the SAC will determine the following year's school calendar and school day schedule that meets or exceeds district and state determinations of the length of time during which	

	<p>schools shall be in session during the next school year.</p> <p>The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>	
School Proposal	Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact	Educational Program: Calendar and Schedule
Policy	<p>(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.</p>	
Replacement Policy	<p>In accordance with the innovation plan, the school's principal in consultation with the SAC shall determine, prior to the end of a school year, the length of time the school will be in session during the next following school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. In addition the school calendar will not exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval. In no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>	
School Proposal	Section 22-32-109 (1)(n)(II)(B): School Calendar	Educational Program: Calendar and Schedule
Original Policy	<p>(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.</p>	
Replacement Policy	<p>No later than 30 days before the end of the school year, the principal in consultation with the SAC will determine the following year's school calendar and school day schedule that meets or exceeds district and state determinations of the length of time during which schools shall be in session during the next school year.</p> <p>Input from PEAK and SAC will be sought prior to scheduling in-service programs and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days.</p> <p>A copy of the upcoming school-year calendar and school day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school's website prior to May 1 of the prior academic year and a copy shall be provided to the school's Instructional Superintendent.</p> <p>In no case shall changes to the schedule or calendar violate teacher rights provided in the</p>	

	replacement policy for Article 8 of the DCTA contract. In addition the school calendar will not exceed 200 days without being considered a revision of the innovation plan, requiring full staff approval.	
School Proposal	Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks	Education Program
Original Policy	(t) To determine the educational programs to be carried on in the schools of the district and to prescribe the textbooks for any course of instruction or study in such programs;	
Replacement Policy	<p>The DPS Board authorizes the school to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.</p> <ul style="list-style-type: none"> • Curriculum development will be carried out by school personnel, consistent with the school's innovation plan, using all available resources. • The School will utilize textbooks and/or equivalent learning materials by course and grade level in each core academic area at a minimum as outlined in its innovation plan and approved by the District's Teaching and Learning Department through a supplementary process. Engage NY (Math) Jolly Phonics, Uncommon Schools Assessments and Plans, Cognitively Guided Instruction. <p>The district will evaluate the impact of the school's education program as part of its 3 year review of the school's innovation plan in addition to the annual UIP review by the SAC and Instructional Superintendent. Any interim changes must be approved by District staff in accordance with the District curriculum waiver process.</p>	
School Proposal	Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards	Education Program
Original Policy	(aa) To adopt content standards and a plan for implementation of such content standards pursuant to the provisions of section 22-7-407 ;	
Replacement Policy	In accordance with the innovation plan, the school will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to the school the authority to develop a local plan for implementation of the CCSS and the CAS in a way that aligns to the school's innovation plan.	
School Proposal	Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development	Teaching: Human Resource Management: Professional Development
Original Policy	(jj) To identify any areas in which one or more of the principals of the schools of the school district require further training or development. The board of education shall contract for or otherwise assist the identified principals in participating in professional development programs to assist the identified principals in improving their skills in the identified areas.	
Replacement Policy	In accordance with the innovation plan, the school's principal and the district evaluator shall jointly determine the required training or development of the principal and the administrative team. The principal and the administrative team will not be required to participate in district training not related to the innovation plan unless those trainings are agreed upon by the principal and district evaluator as part of the principal's professional development plan.	

School Proposal	22-32-110(1)(ee) Local Board Powers-Employ teachers' aides and other non-certificated personnel	Teaching: Human Resource Management: Hiring Teacher Aides
Original Policy	(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: (ee) To employ on a voluntary or paid basis teachers' aides and other auxiliary, nonlicensed personnel to assist licensed personnel in the provision of services related to instruction or supervision of children and to provide compensation for such services rendered from any funds available for such purpose, notwithstanding the provisions of sections	
Replacement Policy	The DPS board grants autonomy to the principal in consultation with the SAC to make staffing decisions consistent with waivers for district policies GCF and GDF. The school may employ non-licensed personnel to provide instruction or supervision of children that is supplemental to the core academic program.	
School Proposal	22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel	Teaching: Human Resource Management: Staff Dismissals
Original Policy	(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: (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) .	
Replacement Policy	The DPS board delegates the power specified in this paragraph (h) to the school leader. All process for dismissal must meet the minimum standards established in District policy GDQD and GDQD-R.	
School Proposal	22-32-126: Employment and authority of principals	Leadership: Management
Original Policy	22-32-126. (1) The board of education may employ through written contract public school principals who shall hold valid principal licenses or authorizations and who shall supervise the operation and management of the school and such property as the board shall determine necessary. (2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the board of education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the board of education. (5) (a) The principal or the principal's designee shall communicate discipline information concerning any student enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student. Any teacher or counselor who receives information under this subsection (5) shall maintain the confidentiality of the information and does not have authority to communicate the	

	<p>information to any other person.</p> <p>(b) Each school district shall include in its discipline code adopted in accordance with section 22-32-110 (2) procedures to inform the student and the student's parent or guardian when disciplinary information is communicated and to provide a copy of the disciplinary information to the student and the student's parent or guardian. The discipline code shall also establish procedures to allow the student and the student's parent or guardian to challenge the accuracy of the disciplinary information.</p>	
Replacement Policy	<p>The school's SAC will manage the principal selection process and will recommend a minimum of two candidates to the district superintendent for hiring. Principal candidates will be provided to the SAC from the district's principal hiring pool. The principal will assume the administrative responsibility and instructional leadership of the school under the supervision of the superintendent and in accordance with the innovation plan. In the event that the principal position is vacant, the superintendent shall hire an interim principal until such time that the district approves a principal candidate put forward by the SAC.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception</p>	<p>Teaching: Human Resource Management: Hiring and Teacher Qualifications</p>
Original Policy	<p>(1) Except as otherwise provided in subsection (2) of this section, the board of a school district shall not enter into an employment contract with any person as a teacher, except in a junior college district or in an adult education program, unless such person holds an initial or a professional teacher's license or authorization issued pursuant to the provisions of article 60.5 of this title.</p> <p>(2) (a) The general assembly hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school district. To facilitate the employment of these persons and comply with the requirements of federal law, the general assembly has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to be a highly qualified teacher. The general assembly strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school district.</p> <p>(b) A school district may hire a person who holds an alternative teacher license to teach as an alternative teacher pursuant to an alternative teacher contract as described in section 22-60.5-207.</p> <p>(3) The board of a school district may enter into an employment contract with any person to serve as an administrator based upon qualifications set by the board of the school district. Nothing in this article shall be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title.</p>	
Replacement Policy	<p>The school will employ highly qualified and licensed teachers for teaching of core content pursuant to the federal ESEA Act (in conjunction with the District's ESEA Flexibility Request). Teachers in all necessary areas will be highly qualified. The school may employ</p>	

	<p>non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan and applicable law. The DPS board may enter into employment contracts with non-licensed teachers and/or administrators at the school as necessary to implement the school’s innovation plan as outlined herein.</p>	
<p>School Proposal</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision</p>	<p>Teaching: Human Resource Management: Hiring, Contracts and Employment Offer Letters</p>
<p>Original Policy</p>	<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 lessor of:</p> <p>(I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or</p> <p>(II) One-twelfth of the annual salary specified in the employment contract.</p> <p>(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</p>	

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 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.

(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.

(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).	
Replacement Policy	<p>The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified in the innovation plan that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; hire employees subject to the employment status and terms outlined herein; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. The school will offer annual contracts to all teachers. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>Terminations of the contract during the school year may be negotiated between the teacher and the school principal. If an employee intends to terminate a contract after the beginning of the academic year without prior approval of the principal, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract.</p> <p>The school principal has the authority to make employment offers to qualified candidates. If the school wants to terminate a teacher contract mid-contract, it will be for cause and the School will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R. At the end of the annual contract, the School and the District are under no obligation and do not promise or represent to continue/extend/renew the annual contract upon its termination.</p> <p>There will be no priority hiring pool candidates, but the school may consider district priority candidates for employment. Teachers from the school will not enter the district priority hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district.</p>	
School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract	Teaching: Human Resources Management: Dismissals
Original Policy	<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</p>	

	<p>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>Replacement Policy</p>	<p>The school shall adhere to the employment contract procedures established by Colorado statutes except for any statutory waivers identified in the innovation plan that are intended to protect the autonomy of the school to: pursue recruitment, selection, and hiring outside of the district hiring calendar; hire employees subject to the employment status and terms outlined herein; prevent the direct placement of teachers from the district; and provide additional compensation based on school specific school roles and responsibilities. The school has the authority to issue its own employment offer letters, using a template approved by District staff, to newly hired teachers. The school will offer annual contracts to all teachers, all other school employees will be at will. The district HR office will work with the school to ensure teacher contracts are consistent with the approved innovation plan.</p> <p>Mutual terminations will be negotiated between the teacher and the school principal. If an employee intends to terminate a contract after the beginning of the academic year, the employee shall give written notice of his or her intent at least thirty days prior to the date that he or she intends to stop performing the services required by the employment contract. The school principal has the authority to make employment offers to qualified candidates. Termination of all staff mid-contract will follow the dismissal procedures outlined in the DPS policy GDQD and GDQD-R.</p> <p>The school will not provide first opportunity to interview rights to priority hiring pool candidates, but will consider them for employment. The school will not contribute teachers to the district hiring pool. The school has the right to refuse direct assignments or mandatory transfers of teachers from the district.</p>	
<p>School Proposal</p>	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206: Transfer of Teachers - Compensation</p>	<p>Teaching: Human Resource Management: Direct Placement of Teachers</p>
<p>Original Policy</p>	<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>	
Replacement Policy	<p>The school may refuse direct placements or mandatory transfers of teachers from the district. District teachers who are qualified for a vacant position at the school will have an opportunity to apply for the position, and, if hired, will be compensated with a salary corresponding to the position and the years of service. Under federal law, we will follow ADA direct placement policies.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal</p>	<p>Teaching: Human Resource Management: Dismissals</p>
Original Policy	<p>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.</p>	
Replacement Policy	<p>All teachers will be employed on an annual contract. This contract can be non-renewed at the end of the contract term for any lawful reason.</p> <p>In all situations related to teacher dismissal except for non-renewal of annual contracts, a teacher may only be dismissed for cause in accordance with the dismissal policies outlined in GDQD and GDQD-R.</p>	
School Proposal	<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review</p>	<p>Teaching: Human Resource Management: Dismissals</p>
Original Policy	<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 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.</p>	

(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 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.

(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.

(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:

(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

(II) A violation of any law of this state, any municipality of this state, or the United States

	<p>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>Replacement Policy</p>	<p>If the school leader determines that it is necessary to terminate a teacher contract during the school year, the School Leader shall follow the procedures established in District Policy GDQD and Regulation GDQD-R.</p> <p>Termination of an annual contract after the school year has begun will be for cause and the School will follow the below procedures.</p> <p>All teachers terminated prior to the expiration of any applicable contractual period or during the school year shall be entitled to the dismissal procedures outlined in district policy GDQD and GDQD-R.</p> <p>A. No teacher will be dismissed until he/she has been notified by one of his/her supervisors of the supervisor's intent to recommend dismissal to the Superintendent or his/her designee. The supervisor will inform the employee of the grounds for the recommended dismissal and will give the employee a reasonable opportunity to respond.</p> <p>B. If the supervisor decides to proceed with the dismissal, the supervisor will provide the employee with written notice of the ground(s) for the dismissal and the employee may request a post-termination hearing before an administrator (designated by the Superintendent or his/her designee) in the Human Resources Department. The employee must request the post-termination hearing within three (3) scheduled working days of the last day of work.</p> <p>1. If the employee does not request the post-termination hearing within three (3) scheduled working days, the termination will be considered final. The dismissal of employees who do not request a post-termination hearing will be forwarded to the Superintendent or his/her designee for final action. If the Superintendent or his/her designee does not uphold the dismissal, then the employee shall be entitled to back pay.</p> <p>2. If the employee makes a timely request for a post-termination hearing, then the Human Resources administrator shall conduct the hearing within ten (10) scheduled working days of the receipt of the request for hearing, unless extraordinary circumstances require additional time.</p> <p>i.. The Human Resources administrator shall review the supervisor's decision in order to determine if there are facts that demonstrate that any of the ground(s) specified in the notice of dismissal provided the employee are present. The Human administrator shall issue a decision in writing affirming, modifying, or reversing the dismissal. The decision shall be rendered within five (5) working days of the hearing, unless extraordinary circumstances require additional time.</p> <p>ii. If the Human Resources administrator affirms the dismissal, the dismissal will be forwarded to the Superintendent or his / her designee for final action. If the Superintendent or his/her designee does not uphold the dismissal, the employee shall be entitled to back pay.</p>

School Proposal	Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401:Teachers Subject to Adopted Salary Schedule	Teaching: Human Resource Management: Compensation
Original Policy	(1) The board of a school district shall adopt by resolution a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher, or a combination of the salary schedule and salary policy. Such salary schedule, salary policy, or combination schedule and policy shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year. The schedule, policy, or combination schedule and policy shall remain in effect until changed or modified by the board. All teachers employed by the district shall be subject to such salary schedule, policy, or combination schedule and policy.	
Replacement Policy	The school will adopt a salary schedule that will meet or exceed the district's salary schedule. The principal, in consultation with the SAC, reserves the right to develop a supplemental compensation philosophy separate from district policies to reimburse employees for extra duty pay as it may arise for activities that may include, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring, professional development or for performance incentive pay.	
School Proposal	22-63-402. Services - disbursements	Teaching: Human Resource Management: Teacher License
Original Policy	No order or warrant for the disbursement of school district moneys shall be drawn in favor of any person for services as a teacher, except for services performed for a junior college district or in an adult education program, unless the person holds a valid teacher's license or authorization from the department of education. Such license or authorization shall be duly registered in the administrative office of the school district wherein the services are to be rendered. A teacher shall hold a valid license or authorization during all periods of employment by a school district. A person who performs services as a teacher without possessing a valid teacher's license or authorization shall forfeit all claim to compensation out of school district moneys for the time during which services are performed without the license or authorization.	
Replacement Policy	The school may employ either licensed or non-licensed teachers for non-core subject areas. All core subject area teachers will be licensed and highly qualified under the requirements of the ESEA Act. School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan.	
School Proposal	22-7-1207:Advancement – decision – parental involvement	Educational Program: Promotion, Retention and Acceleration of Students
Original Policy	(1) Within 45 days before the end of the school year prior to the student's fourth grade year, a teacher finds that a student has a significant reading deficiency, personnel of the local education provider shall provide to the student's parent the written notice... (a) except for students with disabilities substantially impacting their progress developing reading skills; (b) the student is a student with limited English proficiency ... and the deficiency is due primarily to the student's language skills; (c) the student is completing a second school year at the same grade level. (2) Written notice to parents shall include:	

	<p>(a) notification of serious implications to a student entering fourth grade with a significant reading deficiency and a meeting request...</p> <p>(b)...work with the parents to schedule a meeting...</p> <p>(c) if the parent does not attend the meeting, the teacher and personnel of the local education provider will decide whether the student will advance to the next grade level in the next school year.</p> <p>(4) specific information that should be discussed with parents: serious implications of attending fourth grade without reading proficiency, importance of achieving reading proficiency by end of third grade, the student’s body of evidence and the likelihood that the student, despite having a significant reading deficiency, will be able to maintain adequate academic progress at the next grade level, the increased level of intervention instruction the student will receive in the next school year regardless of whether the student advances to the next grade level, the potential effects on the student if he or she does not advance to the next grade level,</p> <p>(b) ...the parent, teacher, and other personnel shall decide whether the student will advance to the next grade level in the next school year. If the parent, teacher and other personnel are not in agreement, the parent shall decide whether the student will advance to the next grade level unless otherwise specified in the policy adopted by the local education provider.</p> <p>(5) parents will be given written notification of the decision to retain or not retain the student...</p> <p>(6) ...beginning in 2016-17...if the superintendent, or his or her designee, or the principal... does not approve the decision to advance the student, the student shall not advance to fourth grade in the next school year. ...</p> <p>(7) Each local education provider shall ... oral and written communications to a parent... in a language that the parent understands.</p>
<p>Replacement Policy</p>	<p>Retention decisions for students performing below grade-level in core content areas will be made based on literacy and math achievement levels as determined by performance on standardized assessments, including interims, and SLO body of evidence. The principal, AP, teacher, and parents will confer at least three months prior to the end of the school year about the student’s progress, with additional meetings at least every 6 weeks thereafter (by phone or in person). If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended to the School Administrative Team.</p> <ul style="list-style-type: none"> ● If school leadership approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the School Administrative Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees. ● Parents must be notified of a preliminary recommendation/decision to retain a student no later than May 1st. <p>All retention decisions will be finalized by May 15th. The school will regularly communicate student performance to parents/guardians.</p>