

#### 4. DCTA Agreement Waivers

Agreement Articles Waived	Description	Replacement Policy or Practice
Definitions (Article 1-2)	Definition of teacher	Waive provision, permitting broader definition of teacher in alignment with the Cole Innovation Plan.
Grievance (Article 7)	Establishes dispute resolution procedures.	<p>Cole will develop a dispute resolution process that permits association representation of faculty members and appeal to the Superintendent's designee.</p> <p>Disputes between faculty members and the district may be brought directly to the Superintendent's designee. The faculty member is entitled to representation by the Association.</p>
Committees (Articles 5, 8, 13, 29)	Development Committee (5-4-1), Professional Standards Committee (Article 8) and Personnel Committee (13-8).	Waive all of these various provisions and combine their functions into a single School Leadership Team. The Cole School Leadership Team will fulfill the functions.
Professional Standards (Article 8)	Sets teacher calendar, work year, work week, work day, class size and load (see below).	Waive Article 8 in favor of calendar, work year, work week, work day, class size and load established in alignment with the Innovation Plan by the school by the SLT
Teacher Evaluation (Article 10)	Describes the evaluation process for teachers	<p>School will adhere to all procedural timelines and district developed standards, but will, if necessary, develop sub-standards aligned with the Innovation Plan and modify district forms appropriately.</p> <p>Should a teacher be placed on a remediation plan, the school will identify a member of the principal will select a member of the Cole staff to provide peer assistance.</p>
Assignments, Schedules and Transfer (Article 13)	Describes district and school procedures for transfer and reassignment of teachers.	<p>The school will adhere to the guiding principals set forth in Article 13-1, and 13-8-6.</p> <p>School will conduct maintain a personnel committee and conduct interviews following the procedures set forth in Article 13.</p> <p>Otherwise, waive Article 13 to permit "realtime hiring of teachers" – i.e. post positions and hire as vacancies become known.</p> <p>Hiring processes will be conducted by directly by Cole with assistance from the Human Resources Department and New Schools Office.</p> <p>Cole will not receive direct placement of teachers unless Cole makes a reduction in building staff resulting in a teacher placed in the unassigned teacher pool.</p>
Summer school	Restricts hiring process and moves	Consistent with waving Article 13, waive 14-1-1-1, 14-1-1-2, and 14-1-1-3. Hire teachers for summer

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teaching positions (Article 14)	decision-making for hiring teachers off site. (14-1-1-1, 14-1-1-2, 14-1-1-3)	programs consistent with the mission and values of the Innovation Plan.
Reduction in Force (RIF) (Article 20)	Procedures for conducting reduction in force	Waive Article 20 so the district can't RIF School staff members. Reductions in teaching staff will be made based on performance, and with the understanding that reduction of non-probationary staff due to program change or decline in enrollment into the unassigned teacher pool will make the school eligible for receiving direct placement teachers.
Job Sharing and Half-Time (Article 25)	Procedures for arranging job-sharing assignments.	Job sharing and half-time employment should be handled on site in alignment with Innovation Plan.
Extra Duty Compensation (Article 32.)	Sets rates for extra duty compensation.	in Article 32: nothing should prohibit the school from offering additional compensation. In lieu of hourly compensation, School should be able offer stipends for projects, essentially giving teachers same rights as independent contractors, so long as the teacher and the school agree on the rate for the project.