

## **Denver Green School Articles of Partnership**

### **Mission**

In partnership with our diverse urban community, Denver Green School will provide a hands-on, brains-on experience that includes all students, staff, families and community, preparing all learners to lead the way toward a sustainable, bright green future.

### **Vision**

As a national beacon for real-world learning, Denver Green School strives to integrate a flexible student-driven approach to curriculum and instruction, where diverse learners of all ages:

- Achieve at a high level academically;
- Partner with their teachers to engage in relevant, student-directed learning;
- Build leadership capacity by embracing a democratic decision-making model;
- Use service-learning as a way to become community stewards;
- Create mind-body connections as well as community connections; and
- Use our school building and our neighborhood as laboratories for the study and implementation of carbon footprint reduction and sustainable living.

With the sole purpose of advancing this vision and mission, these Articles of Partnership (the Articles) set forth the general terms of employment and the model of governance for the Denver Green School (DGS), and call for the operational documentation necessary to bring this vision to life in our school setting.

### **Article 1 Employment**

#### **1.1 Partnership**

The teachers employed at DGS and the full partners not employed at DGS shall constitute a professional practice within the Denver Public School District number 1 (the District). This practice shall be understood as a partnership in which associate and full members have defined roles governing the school in collaboration with representatives from other groups of stakeholders, including but not limited to our students and their parents.

- 1.1.1 In the context of DGS, “partnership” describes a relationship among members of the school community rather than a legally constituted entity. As a result, there shall be no capital requirement for membership and, consequently, no equity ownership in the Partnership by any of its members.
- 1.1.2 No employee’s partnership status shall change as a result of approved leave from DGS.
- 1.1.3 Children from the immediate family of employees, other partners, and founders of DGS shall have the same right to enroll in the school as the children living in the enrollment boundary.

## 1.2 Full Partnership

The employment rights of Full partners working at DGS shall be governed by the Articles of Partnership and not by the Teacher Employment, Compensation and Dismissal Act, §22-63-101, et seq., C.R.S. (TECDA)

- 1.2.1 At the school's opening, all founding members shall have full partnership regardless of their employment at DGS. The Articles shall not affect the employment rights of full partners not working at DGS (absentee partners) However, to the extent they do not conflict with the absentee partner's current employment rights, other provisions of the Articles will apply.
- 1.2.2 Beginning in 2011, on or before August 31 (or the end of the contract year specified by the Agreement if it is different), an absentee or other full partner may request that the Partnership considers her or his situation. If the Partnership reaches consensus that the individual's situation supports the Mission and Vision of DGS, or the Partnership has sufficient reason to believe the situation will be temporary and of acceptable duration, it will extend the period of absentee partnership for one year.
  - 1.2.2.1 To the extent allowed by the individual situation, an absentee partner will continue to fulfill the duties and have the rights of full a partner.
    - 1.2.2.1.1 The Partnership will reach consensus regarding the nature and extent of duties and rights for an absentee partner on a case-by-case basis.
    - 1.2.2.1.2 The Partnership will record the agreed upon details and make the record available to full partners and departments within the district that may need information regarding a member's employment or partnership status.
    - 1.2.2.1.3 The Partnership will make all reasonable efforts to record a consensus agreement on duties and rights before the period of absentee partnership begins.
  - 1.2.2.2 The Partnership must review each decision to extend absentee partnership annually. Absentee partnership may continue for as long as the Partnership reaches consensus as described in 1.2.2.
  - 1.2.2.3 When an absentee partner becomes employed by DGS, s/he will join as a full partner.
- 1.2.3 In carrying out the Mission and pursuing the Vision of DGS, Full partners in good standing shall have substantial freedom to exercise their professional judgment in choosing practices and shaping content in order to best serve the students with whom they work.
- 1.2.4 Full partners shall participate in reaching final consensus on matters of school governance as described in Article 2.
- 1.2.5 A full partner employed by DGS will have the right to participate in the District's internal staffing round(s). For absentee partners see 1.2.1.

- 1.2.5.1 A full partner who secures another teaching position with the District shall resume the employment status s/he had prior to working at DGS, unaffected by the years served at DGS. S/he will have the advantage of any grandfather clauses based on hire date in rules and laws that supercede those in effect at the most recent time of hire.
- 1.2.6 In the event that a full partner loses a position at DGS as a result of a Reduction in Building, DGS will lay off the employee if s/he does not secure another job within the District.
- 1.2.7 Any employee who has been laid off and then called back to work at DGS shall return to the employment status with full rights in force at the time of the layoff.

### 1.3 Associate Partnership

Any Teacher hired by DGS will begin employment as an associate partner.

- 1.3.1 The employment rights of an Associate partner hired by DGS shall be governed by the Articles of Partnership and not by TECDA.
- 1.3.2 In general, teachers hired by DGS will remain associate partners for 1 to 5 years.
  - 1.3.2.1 In unusual circumstances the full partners may make a consensus decision to extend the period of associate partnership rather than offer an invitation to full partnership or move for dismissal.
- 1.3.3 The Feedback and Evaluation Framework called for in 1.5 will define the conditions for an invitation to full partnership and the Professional Development Framework called for in 1.6 will describe the developmental path for associates seeking full partnership.

### 1.4 Ex Officio Partnership

Some employees without teaching credentials may participate in school governance as an associate partner due to the nature of their position and work.

- 1.4.1 Employees other than teachers who fill some positions as specified in the Articles will be considered ex officio partners.
- 1.4.2 Teaching staff without full credentials will be considered ex officio partners.

### 1.5 Feedback and Evaluation

The Partnership shall develop and maintain a Feedback and Evaluation Framework (FEF) designed to provide ongoing formative and periodic summative assessment of performance for all partners.

- 1.5.1 The FEF will define elements, including but not limited to annual peer evaluation and specify the procedures associate with each.
- 1.5.2 FEF indicators will trigger supports as described in 1.6 for partners having difficulties.
- 1.5.3 FEF indicators will trigger remediation as described in 1.6 for with serious difficulties and those for whom supports have not been effective.

- 1.5.4 FEF indicators will inform the decision to offer an invitation to full partnership and to dismiss an associate partner.

## 1.6 Professional Development

The Partnership shall create and maintain a Professional Development Framework (PDF) designed to respond to the varying needs of partners at different points in their careers.

- 1.6.1 All teachers hired by DGS will participate in an induction program to orient them to the philosophy, culture and procedures of the Partnership and the school.
- 1.6.2 New Teachers will participate in an induction to teaching designed by DGS to satisfy the requirements for a Professional Teaching License in the state of Colorado and to develop highly effective, career teachers.
- 1.6.3 All associate partners will have the opportunity to pursue a well-defined path toward full partnership.
- 1.6.4 Full partners will have the freedom to specify their own professional development experiences in light of FEF indicators and their own professional judgment about how best to improve their practice.
- 1.6.5 In certain situations associate and full partners will collaborate with a mentor and/or the Instructional Lead to develop highly targeted PD and other supports to address identified areas of difficulty.
  - 1.6.5.1 A teacher experiencing difficulty may request collaboration
  - 1.6.5.2 FEF indicators will trigger collaboration for support based on documented thresholds.
- 1.6.6 FEF indicators will trigger PD and other remediation directed by the Instructional Leader or by a mentor under the authority of the Instructional Leader.
  - 1.6.6.1 Thresholds documented in FEF will target situations in which change must take place quickly and under a level of supervision appropriate to the situation, but in which sufficient grounds for immediate dismissal do not exist.

## 1.7 Dismissal

- 1.7.1 Immediate dismissal
  - Unless otherwise stated in FEF, DGS shall have the same grounds for immediate dismissal as the District.
- 1.7.2 Associate Partners
  - DGS shall not dismiss associate partners without just cause. FEF shall describe the fair test used when the Partnership must choose between additional support, remediation or dismissal of an associate partner. It will also describe the body of evidence necessary to dismiss an associate partner.
- 1.7.3 Full Partners
  - Dismissal of any full partner shall require an affirmative vote of two thirds of the remaining full partners.
- 1.7.4 Other Employees
  - DGS shall dismiss employees other than teachers according to the requirements specified in applicable collectively bargained agreements and laws.

## 1.8 Compensation

- 1.8.1 Associate Partners shall receive monetary compensation as required by the Professional Compensation System for Teachers described in Article 31 of the Agreement.
- 1.8.2 Full Partners shall receive monetary compensation as required by the Professional Compensation System for Teachers described in Article 31 of the Agreement plus any additional compensation specified by the DGS Compensation Framework (CF).
- 1.8.3 Other Employee Groups shall receive monetary compensation according to their respective collectively bargained agreements. Employees not covered by such an agreement shall receive pay specified by the CF.
- 1.8.4 The CF will define pay for duties outside the professional work week and calendar to replace Article 32 of the Agreement.

## 1.9 Personnel Committee

- 1.9.1 Composition
- 1.9.2 Duties

## 1.10 Employee Handbook

The Partnership will develop and maintain an Employee Handbook that will summarize the individual rights and responsibilities detailed in the various operational documents called for by these Articles of Partnership. Prior to accepting employment with DGS, each teacher will sign an Agreement to Work documenting that s/he understands and agrees to work within the Mission and Vision of the Partnership; that s/he has read, understands, and agrees to be bound by the Articles of Partnership; and that s/he has read the Employee Handbook, understands the rights and agrees to carry out the responsibilities outlined therein.

## **Article 2 Policy Development**

DGS will use a bicameral system to develop and adopt school policy, including but not limited to the School Improvement Plan (SIP).

### 2.1 The Partnership and Other Represented Groups

The Professional House shall comprise the full partners. The Big House shall comprise representatives of other stakeholder groups.

### 2.2 The Big House

The Big House shall work to engage the school community in a collaborative effort to advance the mission and vision of DGS. It shall conduct its business in scheduled open meetings in accordance with rules drafted before September 1, 2010. Draft rules shall include a rudimentary description of how the Big House will carry out its

business as charged by these Articles, a process for revising the rules during the 2010 – 2011 school year and process for amendment thereafter.

2.2.1 The Big House shall select a member as its Speaker

2.2.2 Composition

2.2.2.1 Representation of Associate partners

2.2.2.2 Representation of other Employee Groups

2.2.2.3 Representation of Parents

2.2.2.4 Representation of Students

2.2.2.5 Representation of the Community

2.2.2.6 Full Partner Facilitator

2.2.3 Power to approve SIP and the following as aligned with SIP and school design:

- Budget
- Staffing allocations and adjustments
- Discipline and safety procedures
- Calendar and schedule

2.2.4 Duties

- Function as SIAC for DGS
- Inform and evaluate the things they have power to approve
- Provide a forum for parents, community, civic, service, neighborhood organizations to provide input
- Evaluate Executive Cabinet with regard to their pursuit of the goals of the SIP in the context defined by the Articles
- Recommend changes to school design to BoE via Executive Cabinet
- Engage in conference committee to resolve policy differences between houses
- Advocate for the interests of DGS on behalf of represented stakeholders.

2.2.5 Limits

Not involved in

- Day-to-day operations
- Issues with individuals
- Personnel matters except as defined in 2.2.2

2.3 The Professional House

The Professional House shall adopt policy and take responsibility for the day-to-day operation of the school.

2.3.1 Composition – all full partners

2.3.2 Powers

- Adopt policies mutually agreeable to both houses
- Develop and maintain operational documents called for in the Articles
- Develop, document and maintain rules and procedures to operationalize adopted policy

2.3.3 Duties

- Implement instructional program in collaboration with represented stakeholders
- Achieve and maintain optimal enrollment
- Communicate student progress to parents/guardians
- Engage in conference committee to resolve policy differences between houses

#### 2.3.4 Limits

#### 2.3.5 Reserve Powers

2.3.5.1 In the event that the two houses fail to come to a mutually agreeable solution, the Professional House shall have the right to implement its decision over the objection of the Big House under the following conditions:

- Conditions will be part of the rules drafted pursuant to paragraph 2.2 (Note: rules shall allow for the influence of the professional experience and opinion of full partners counts)

#### 2.4 Transparency and Decision Making

##### 2.4.1 Consensus (include quorum and proxy)

##### 2.4.2 Records of meetings and decisions

#### 2.5 Policy Development

2.5.1 Policy initiatives may originate from either house

2.5.2 The Professional House adopts policy mutually agreeable to both houses.

2.5.3 In the event the 2 houses do not agree on a policy initiative, a conference committee of the 2 houses shall resolve the differences. The 2 houses shall negotiate a size and composition of the committee appropriate to the task at hand.

### **Article 3      The Executive Cabinet**

4 members of the Professional House, grants access to Speaker of Big House

#### 3.1 Duties

- Policy execution
- Day-to-day ops and decision making
- Primary interface with district
- Charge to an individual or committee development of the calendar, including use of non-student contact days and evening meetings
- Charge to an individual or committee development of schedule, including lunch and planning time

#### 3.2 Limits

- Does not make policy decisions

#### 3.3 Instructional Lead – Full partner released from full time teaching duties

##### 3.3.1 Duties (direct or supervisor of)

- “Ceremonial head of state” (i.e. represents school when only one person can or was invited to go)
- Collaborate with teachers or supervise mentors collaborating with partners for support
- Direct teachers or supervise mentors directing partners in remediation
- Creation, maintenance and revision of FEF and PDF

### 3.4 Operations Lead – Full partner released from full time teaching duties or ex officio partner

#### 3.4.1 Duties (direct or supervisor of)

- Building and Grounds
- HR/Payroll interface between school and district
- Office administration
- Create, maintain and oversee implementation of safety, security, and emergency procedures

### 3.5 School Culture Lead – Full partner released from full time teaching duties

#### 3.5.1 Duties

- Promote productive school culture
- Student discipline grounded in Restorative Justice
- Oversee adult mediation/arbitration

### 3.6 Sustainability Lead – Full partner released from fulltime teaching duties or ex officio partner

#### 3.6.1 Duties

- Partnerships
- Logistics
- Etc.

## **Article 4 Conflict Resolution**

Student-student and teacher-student conflict will be resolved first as required by law, then through the Restorative Justice process under the framework of DGS and DPS discipline policy.

### 4.1 Mediation

In the event adults at DGS cannot resolve a disagreement or conflict, and said disagreement or conflict is not subject to remedy under law, they will engage in mediation facilitated by DGS full partner(s) or a designee of the Partnership. Should the parties not reach a resolution, they will engage in mediation facilitated by a qualified, unbiased third party.

### 4.2 Binding Arbitration

Should attempts at mediation fail to produce a resolution, the parties shall engage in arbitration facilitated by a qualified, unbiased third party and shall agree to be



bound by the arbitrator's decision and findings. The parties shall have no further recourse, legal or otherwise, once the arbitrator's decision has been rendered.

#### 4.3 Grievance

Teachers at DGS agree to use the processes described in 4.1 and 4.2 to resolve grievances.

### **Article 5 Document Change Control**

The Partnership shall maintain and publish the Articles and each of the operational documents called for by the Articles. Each document shall be accessible to DGS stakeholders and the general public. The record of each document shall include a history of identifiable edits and amendments with information including but not limited to a specific description of each change, attribution to the individual or other authority making the change, method of approving the change (e.g. consensus, supermajority, etc.) and the outcome of the approval process (e.g. strong consensus, 90% yes, etc.), and annotations with such other information as the Partnership finds pertinent at the time of change.

#### 5.1 The Articles of Partnership – Ratify, Edit, Amend

The Articles will develop through an initial cycle of editing and ratification followed by an ongoing process of amendment.

5.1.1 Attachment 2 details the timeline for editing and initial ratification of the Articles.

5.1.2 Following initial ratification, the Articles may be amended after an affirmative vote of a supermajority of the Professional House.

5.1.2.1 The initiative for an amendment may originate in either House.

5.1.2.2 The two Houses will develop a mutually agreeable amendment before the Professional House votes to ratify it.

#### 5.2 Operational Documents – Consensus, Maintenance

The Articles charges creation and maintenance of each specified operational document to a member of the Executive Cabinet. Identified executives or their designees will maintain operational documents in response to operational feedback and policy ratified by the Professional House.

## Attachment 1 – Definitions

Teacher – as in DCTA Agreement, fully qualified and credentialed.

Partner – a founder or teacher directly hired by DGS, either associate or full.

Partnership – a collaborative organization with differentiated levels of membership and associated rights and responsibilities. No capital requirement for membership. Not legally constituted so no equity ownership.

Feedback – information becomes feedback when it affects the future state of the system. Sources include peer evaluation, student evaluation, PD outcomes, progress toward objectives and goals, various reflective practices, etc.

### Tripartite Governance

#### Bicameral

Super Majority – The Articles requires the Partners to decide some matters by a vote rather than by consensus. Voting partners means full partners and absentee partners with voting rights. In matters requiring a vote, “super majority” means 2/3 of voting partners (rounded to the next greatest integer).

