

## Appendix B: Waivers: State Statutes

<b><u>Colorado State Statutes:</u></b> Section 22-9-106: Local Board Duties Concerning Performance Evaluation for Licensed Personnel	<b><u>Human Resources:</u></b> Teacher Evaluation
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### **State Statute:**

- *(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.*
- *(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.*

### **Replacement Policy:**

- The principal in each zone school will have the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations. Designated evaluators of professional staff members may or may not possess an administrative certificate issued by CDE. All evaluators will receive CDE approved training in evaluation skills by the school's principal.
- The school's evaluation system will meet the standards of Colorado Senate Bill 10-191.
- Evaluation instruments for all non-licensed evaluators who evaluate school staff including professional educators shall indicate on the evaluation whether or not the evaluator possesses an administrative certificate.
- The Executive Director of Continuous Improvement and Innovation shall review all evaluations conducted by non-licensed administrators when necessary and shall discuss with them procedure and form.

- The school's principal shall receive an annual evaluation by the Executive Director of Continuous Improvement and Innovation.
- All teachers will receive at least one formal evaluation each year and will receive feedback multiple times through the Observation Feedback Cycle structure used in the Relay Graduate School of Education.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay</p>	<p><b><u>Human Resources:</u></b> Personnel Pay</p>
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**State Statute:**

- *22-32-109. Board of education - specific duties. (1) ...each board of education shall have and perform the following specific duties:*
- *(f) (l) 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:**

- Each school in the Innovation Zone has the authority to issue its own employment offer letters to newly hired teachers. The letter will outline the terms of employment.
- Each school in the Zone will have its own compensation structure for additional work, incentives, and performance pay. Compensation will be agreed upon and communicated in advance.
- Each school in the Innovation Zone has the authority to establish its own additional compensation system for all employees.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109(1)(g): Handling of Money</p>	<p><b>Budget</b></p>
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**State Statute:**

- *(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 zone plan, each innovation zone school may receive monies and deposit such monies into a school account.

- Each school in the zone 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 Pueblo City Schools board by providing quarterly trial balances to the Executive Director of Continuous Improvement and Innovation.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109(1)(n)(l): Schedule and Calendar</p>	<p><b>Calendar</b></p>
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**State Statute:**

- *(n) (l) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program.*
- *In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (l) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive the provisions of this subparagraph (l) upon application therefore by the board of education of the district.*

**Replacement Policy:**

- Each school in the Innovation Zone has the authority to determine its own annual calendar and daily schedule, provided it meets or exceeds minimum statutory requirements.
- Each school in the Innovation Zone has the authority to determine the number of professional development days, days off, and late starts/early release days.
- In accordance with the innovation zone plan, the elementary zone schools principals and the middle school zone principals, in consultation with the BLT, shall determine, prior to the end of a school year, the length of time the school will be in session during the 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.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109 (1)(n)(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact Calendar</p>	<p><b>Calendar</b></p>
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**State Statute:**

- *(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.*

**Replacement Policy:**

- Each school in the Innovation Zone has the authority to determine teacher pupil contact, which will meet or exceed the minimum standards of the District and state.
- In accordance with the innovation zone plan, the zone principals, in consultation with the Executive Director of Continuous Improvement and Innovation, shall determine, prior to the end of a school year, the length of time the school will be in session during the 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.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109 (1)(n)(II)(B): School Calendar</p>	<p><b>Calendar</b></p>
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**State Statute:**

*(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.*

**Replacement Policy:**

- The elementary zone and middle school zone principals have the authority, in consultation with the district, to create its own annual calendar.
- Each school in the Innovation Zone’s annual calendar will meet or exceed the minimum standards for the District and state.
- No later than 60 days before the end of the school year, the elementary and middle school zone principals, in consultation with the Executive Director of Continuous Improvement and Innovation, in consultation with the BLT will determine the following year's school calendar and school day schedule that meets or exceeds district and state determinations of the length of time during which schools shall be in session during the next school year.
- Input from parents and teachers will be sought prior to scheduling in-service programs and other non-student contact days. This calendar and schedule shall serve as the academic calendar and schedule for the school. All calendars shall include planned work dates for required staff in-service programs. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days.
- A copy of the upcoming school-year calendar and school day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school’s website prior to May 1 of the prior academic year and a copy shall be provided to the Executive Director of Continuous Improvement and Innovation.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109(1)(t): Determine Educational Program and Prescribe Textbooks</p>	<p>Educational Programming</p>
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**State Statute:**

- *(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:**

- The Pueblo City Schools Board authorizes each school in the Innovation Zone to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan.
- Each school’s curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS.
- The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments.
- The schools in the Innovation Zone may request flexibility to adopt its own educational core & supplemental program, including selecting curriculum and textbooks.

- The schools will be afforded proportional funding for core materials provided to other schools in order to support the site adoption.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109(1)(aa): Adopt Content Standards and Plan for Implementation of Content Standards</p>	<p>Educational Programming</p>
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**State Statute:**

- *(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:**

- The Pueblo City Schools 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’s 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.
- Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources, including replacement core instructional textbooks where textbook waivers are granted.
- 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 School Accountability Committee and/ or Building Leadership Team.
- Substantive interim changes must be approved by District staff.

<p><b><u>Colorado State Statutes:</u></b> Section 22-32-109(1)(jj): Identify Areas in which the Principal/s Require Training or Development</p>	<p><b><u>Human Resources:</u></b> Professional Learning</p>
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**State Statute:**

- *(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 zone plan, the Superintendent and the Executive Director of Continuous Improvement and Innovation 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 zone plan unless those trainings are agreed upon by the Superintendent and Executive Director of Continuous Improvement and Innovation as part of the principal's professional development plan.

<p><b><u>Colorado State Statutes:</u></b> 22-32-110(1)(ee) Local Board Powers- Employ teachers' aides and other non certificated personnel</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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, non licensed 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 Pueblo City Schools Board grants autonomy to each principal in the zone in consultation with the Building Leadership Team, to make staffing decisions.
- The school may employ non-licensed personnel to provide instruction or supervision of children that is supplemental to the core academic program.

<p><b><u>Colorado State Statutes:</u></b> 22-32-110(1)(h): Local Board Powers Concerning Employment Termination of School Personnel</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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:**

- In accordance with the innovation plan, the Pueblo City Schools Board delegates the power specified in statute to each zone principal.
- All processes for dismissal must meet the minimum standards established in District policy GDQD and GDQD-R.
- For new-to-the-district hires, there will be an “at-will” period of employment (3 semesters). During this “at will” period of employment, a teacher’s contract may be cancelled at any time after approval of HR and consultation with the superintendent.

<p><b><u>Colorado State Statutes:</u></b> 22-32-126: Employment and authority of principals</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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 information to any other person.*
- *(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.*

**Replacement Policy:**

- In the event of a change in leadership, the priority is maintaining building leadership that supports the mission and vision of the school and ensures that student achievement is supported.
- Members in each of the zone schools, including staff, parents and community members will be involved in the principal hiring process.
- The Executive Director of Continuous Improvement and Innovation, in consultation with the school's-Building Leadership Team, and input from the district's Assistant Superintendent, shall be involved in the principal selection process for the school's principal.

<p><b><u>Colorado State Statutes:</u></b> Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment - License Required – Exception</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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.*
- *(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. (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.*

- (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.*

**Replacement Policy:**

- The school will employ highly qualified and licensed teachers for teaching core content pursuant to the federal ESEA Act (in conjunction with the District’s ESEA Flexibility Request).
- Teachers in all necessary areas will meet the State Board’s definition of “in field.” The school may employ non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan. The Pueblo City Schools Board may enter into employment contracts with non-licensed teachers, including long-term substitutes, and/or administrators at the school as necessary to implement the school’s innovation zone plan.
- Core content teachers that are the primary provider of instruction will be meet the State Board’s definition of “in field” in their particular content area(s), Language Arts; Math; Science; Foreign language; Social Studies (Civics, Government, History, Geography, Economics); Arts (Visual Arts, Music). The school will otherwise meet all Title III licensing expectations.

<p><b><u>Colorado State Statutes:</u></b>  Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202: Contracts in Writing Duration Damage Provision</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- (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.*
- (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.*  
(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:(1) 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 (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. (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. (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: (I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or (II) One-twelfth of the annual salary specified in the employment contract. (c.5) (I) The general assembly finds that, for the fair evaluation of a principal based on the demonstrated effectiveness of his or her teachers, the principal needs the ability to select teachers who have demonstrated effectiveness and have demonstrated qualifications and teaching experience that support the instructional practices of his or her school. Therefore, each employment contract executed pursuant to this section shall contain a provision stating that a teacher may be assigned to a particular school only with the consent of the hiring principal and with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of his or her school. (II) Repealed. (III) (A) Any active nonprobationary teacher who was deemed effective during the prior school year and has not secured a mutual consent placement shall be a member of a priority hiring pool, which priority hiring pool shall ensure the nonprobationary teacher a first opportunity to interview for a reasonable number of available positions for which he or she is qualified in the school district. (B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which

committee shall develop such policies. Upon notice to the nonprobationary teacher, the school district shall immediately provide the nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position. (C) This subparagraph (III) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section 22-9-105.5 has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs. (IV) If a nonprobationary teacher is unable to secure a mutual consent assignment at a school of the school district after twelve months or two hiring cycles, whichever period is longer, the school district shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment at a school of the school district while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave. (V) Nothing in this section shall limit the ability of a school district to place a teacher in a twelve-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. Such an assignment shall not constitute an assignment through school-based hiring and shall not be deemed to interrupt the period in which the teacher is required to secure an assignment through school-based hiring before the district shall place the teacher on unpaid leave. (VI) The provisions of this paragraph (c.5) may be waived in whole or in part for a renewable four-year period by the state board of education pursuant to section 22-2-117, provided that the local school board applying for the waiver, in conjunction with the superintendent and teachers association in a district that has an operating master employment contract, if applicable, demonstrates that the waiver is in the best interest of students enrolled in the school district, supports the equitable distribution of effective teachers, and will not result in placement other than by mutual consent of the teacher in a school district or public school that is required to implement a priority improvement plan or turnaround plan pursuant to article 11 of this title. Notwithstanding the provisions of this paragraph (c.5), a waiver shall not be granted for a request that extends the time for securing an assignment through school-based hiring for more than two years. (VII) This paragraph (c.5) shall apply to any teacher who is displaced as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution. (d) The department of education may suspend the license, endorsement, or authorization of a teacher or chief administrative officer who fails to provide the notice required by

*paragraph (b) of this subsection (2) and who abandons, fails, or refuses to perform required services pursuant to an employment contract, without good cause.*

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

- The Innovation Zone has the authority to issue its own employment offer letters to newly hired teachers. The School's employment offer letter will outline the terms of employment.
- The Innovation Zone will have its own compensation structure for additional work, incentives, and performance pay. A common Innovation Zone established rate of compensation will be agreed upon and communicated in advance.
- Teaching staff will receive contracts on an annual basis. All contracts will be in writing.

- For new-to-the-district hires, there will be an “at-will” period of employment (3 semesters). During this “at will” period of employment, a teacher’s contract may be cancelled at any time after approval of HR and consultation with the superintendent.
- Non-probationary teachers, who receive a Partially Effective or Ineffective rating in accordance with the evaluation process, shall be subject to a review of their position in the Innovation School, which may result in an administrative transfer.
- Probationary teachers are subject to state/district non-renewal processes.

<p><b><u>Colorado State Statutes:</u></b>  Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203: Renewal and Nonrenewal of Employment Contract</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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. (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.*
- *(2) (a) During the first three school years that a teacher is employed on a full-time continuous basis by a school district, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to nonrenewal in accordance with subsection (4) of this section. A school district may also consider a teacher employed on a part-time continuous basis by such district and by a board of cooperative services to be a probationary teacher whose contract may be subject to nonrenewal in accordance with subsection (4) of this section. An employment contract with a probationary teacher shall not exceed one school year.*

**Replacement Policy:**

- The Innovation Zone has the authority to issue its own employment offer letters to newly hired teachers. The School’s employment offer letter will outline the terms of employment.
- The Innovation Zone will have its own compensation structure for additional work, incentives, and performance pay. A common Innovation Zone established rate of compensation will be agreed upon and communicated in advance.

- Teaching staff will receive contracts on an annual basis. All contracts will be in writing.
- For new-to-the-district hires, there will be an “at-will” period of employment (3 semesters). During this “at will” period of employment, a teacher’s contract may be cancelled at any time after approval of HR and consultation with the superintendent.
- Non-probationary teachers, who receive a Partially Effective or Ineffective rating in accordance with the evaluation process, shall be subject to a review of their position in the Innovation School, which may result in an administrative transfer.
- Probationary teachers are subject to state/district non-renewal processes.

<p><b><u>Colorado State Statutes:</u></b>  Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206:  Transfer of Teachers - Compensation</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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.*
- *(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.*
- *(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.*
- *(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.*

- (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.*

**Replacement Policy:**

- Innovation Zone Schools have proven to be most effective with a stable staff that is not subject to the transfer process. The schools will not be subject to administrative transfer.
- Staff applying and accepted for transfer into an Innovation Zone school shall be permitted at any time during the year.
- The schools in the Innovation Zone will have the autonomy to hire all personnel; no employees will be force placed in the school by district.

<p><b><u>Colorado State Statutes:</u></b> Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *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.*

**Replacement Policy:**

- Teaching staff contracts will be issued annually. This contract can be non-renewed at the end of the contract term for any lawful reason.
- 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 the replacement policy for 22-63-302.

<p><b><u>Colorado State Statutes:</u></b> Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedure for dismissal - judicial review</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- (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.*



- (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.*
- (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 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 therefore. (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 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 involving the illegal sale of controlled substances, as defined in section 18-18-102 (5), C.R.S. (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).*

**Replacement Policy:**

- The School will follow District Policy GCQF if it is necessary to terminate a teacher's employment during the school year.

<p><b><u>Colorado State Statutes:</u></b>  Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401:Teachers Subject to Adopted Salary Schedule</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *(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 innovation zone will adopt a salary schedule that will meet or exceed the district's salary schedule. The innovation zone principal, in consultation with the Executive Director for Continuous Improvement and Innovation, reserves the right to develop a supplemental compensation system separate from district policies to reimburse employees for extra duty pay as it may arise for activities that may include, but are not necessarily limited to additional time, additional responsibilities, coaching, tutoring professional development or for performance incentive pay.

<p><b><u>Colorado State Statutes:</u></b>  22-63-402. Services - disbursements</p>	<p><b><u>Human Resources</u></b></p>
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**State Statute:**

- *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 innovation zone may employ either licensed or non-licensed teachers or long-term substitutes for non-core subject areas. All core subject area teachers will be licensed and meet the State Board’s definition of “in field.” School district moneys will be used to pay both licensed and non-licensed teachers hired to perform services consistent with the innovation plan. Prior to hiring any person, in accordance with state law the district shall conduct background checks.

<b><u>Colorado State Statutes:</u></b> 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries	<b><u>Human Resources</u></b>
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**State Statute:**

*Districts are required to pay teachers according to a schedule or according to a performance policy. Salaries are not to be changed until the end of the year. Individual teachers cannot have their salaries cut unless all teachers have salaries cut.*

**Replacement Policy:**

- The school in the innovation zone will use the district salary schedule for determining pay for teachers and staff; however, they will have discretion on how the budget is impacted for paying staff (actuals vs. averages).
- The school principal reserves the right to develop a supplemental compensation system to reimburse employees for extra duty pay as it may arise for mandated extended school year, mandated PD outside of school year and mandated additional time. This may also include activities such as coaching, tutoring, external professional development or for performance incentive pay.