

APPENDIX E
Waiver Request Template

Table I – HTEC District Policy Waivers

Analysis of DPS Policy Considerations Called for by the Innovation Plan		
Policies Waived	Areas of Impact	Replacement Policies and/or Practices
BDFH: Collaborative School Committees	School Governance	<ul style="list-style-type: none"> • As described in the Innovation Plan, the School’s Collaborative School Committee will be replaced by the School Leadership Committee <p>HTEC leadership believes that it is the combined responsibility of teachers, parents, students, community members, and business to create a safe and successful school environment. Supporting this mission requires a focused, participatory, and streamlined governance structure. HTEC will be governed by the DPS Board of Education in accordance with the school’s Innovation Plan. The HTEC principal will have the authority set forth in the Innovation Plan to manage all aspects of the school. The principal will be held accountable to the Innovation Plan and will be supported by the School Leadership Committee and the Executive Director of the Far Northeast innovation schools</p> <p>The School Leadership Committee (SLC) will be the single school advisory committee; HTEC will not have a Collaborative School Committee as outlined in DPS policy BDFH. The SLC will be responsible for engaging key stakeholders, collecting and sharing student achievement data, advising on school programs and operations, and advocating and fundraising for the school. The SLC will coordinate the work of subcommittees as needed to ensure coherence and consistency with the school mission and vision.</p> <p>Members of the SLC will include the principal, assistant principal, instructional team leaders, Principal, Assistant Principal, counselor, instructional technology specialist, literacy coach, and representatives from the student leadership, curriculum, instruction, and assessment, and community and business relations. The SLC meeting will be calendared on the school calendar and will occur at the following times: Before school start as part of new-school year planning, 2 quarter report before winter break, March report on PARCC and E</p>

		<p>readiness, and end with a EOY May report.</p> <p>The SLT consist of the following: Principal and AP, three teacher leaders, three parents, and at least one community partner. Agendas, minutes, and other SLC information will be posted on the HTEC web site.</p> <p>The HTEC SLC will review academic, organizational, and financial data and evaluate progress toward performance and implementation benchmarks quarterly. The SLC will make adjustments to the educational programming, scheduling, staffing, and resource allocations based on recommendations. The SLC will distribute a summary of data trends, recommendations and actions to be taken to students, parents, and the community via a quarterly report and the school website.</p>
<p>CFBA: Evaluation of Evaluators</p>	<p>Human Resource Management: Teacher Evaluation</p>	<ul style="list-style-type: none"> The school will implement the District’s evaluation system in the 2014. Should the school determine that it wishes to propose a teacher evaluation system different than LEAP, the school may request the flexibility to develop its own teacher evaluation system and will demonstrate that its plan is appropriate and superior to LEAP, that the evaluation system will meet the standard provisions of SB 191 and the school will seek approval from the District. <p>The principal has the authority to identify, prepare, and designate school administrators to conduct staff evaluations. Administrators who evaluate 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.</p> <p>Evaluation instruments for all non-licensed administrators who evaluate school staff including professional educators shall indicate on the evaluation whether or not the evaluator possesses an administrative certificate. The Superintendent or his/her designee shall review all evaluations conducted by non-licensed administrators when necessary shall discuss with them procedure and form.</p> <ul style="list-style-type: none"> The school’s principal shall receive an annual evaluation by the Superintendent or his/her designee.
<p>DF: Revenue from Non Tax Sources</p>	<p>Budget</p>	<ul style="list-style-type: none"> The School has the authority to collect revenue directly from sponsorships, subject to District oversight through routine reporting to the Office of Budget

DF-R: Revenue from Non Tax Sources Procedures for School-Based Sponsorships	Budget	<ul style="list-style-type: none"> • The School has the authority to collect revenue directly from sponsorship subject to District oversight through routine reporting to the Office of Budget. <p>The School shall have the ability to request and secure school-based sponsorship independent of the district according to the following policies:</p> <ul style="list-style-type: none"> • The sponsorship must not compromise or show inconsistency with the beliefs, values of the district and school. • The sponsorship will not alter any district owned resources unless permission is granted by the district. • The sponsorship does not create a real or perceived conflict of interest with school administrators or staff. • The sponsorship agreement will be reported to the district budget office at least 30 days before an agreement is to take effect. The budget office will have the ability to refuse the agreement only in situations where said agreement will adversely impact funding arrangements for other schools in the district more than it would benefit HTEC or because it would be in conflict with existing fund regulations (such as federal grants). •
GCID: Professional Staff Training, Workshops and Conferences	Human Resource Management: Professional Development	<ul style="list-style-type: none"> • The School requests waivers from policy GCID. • The School has the authority to develop and implement its own professional development program that supports the HTEC mission as outlined in the Innovation Plan. • The School retains the option to participate in any professional development programs offered by the District.
GDD: Support Staff Vacations and Holidays	Calendar & Schedule	<ul style="list-style-type: none"> • The School requests waivers from policy GDD. • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook.
GDJ and GDJ-R: Support Staff Assignments and Transfers (including Facility Managers)	Human Resource Management: Staff Assignments and Transfers	<ul style="list-style-type: none"> • The School requests waivers from policies GDJ and GDJ-R. • The School has the authority to develop a process to make decisions regarding staff assignments and transfers within the school. • In collaboration with the District's Department of Human Resources, the School has the authority to develop a process for current employees to apply for District assignments for which they are qualified.
GDK: Support Staff Schedules and Calendars	Calendar & Schedule	<ul style="list-style-type: none"> • The School requests waivers from policy GDK. • The School has the authority to develop its own annual calendar and daily

		<p>schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state.</p> <p>Refer to the DPS DSSN School Calendar for designated observed holidays and scheduled breaks. Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.</p> <p>If you extend a holiday/break, you may be required to provide a Doctor's note. If a doctor's note is not provided, employee may be docked pay for the time they are absent from their professional responsibilities.</p> <ul style="list-style-type: none"> •
<p>IC/ICA: School Year/School Calendar</p>	<p>Calendar & Schedule</p>	<ul style="list-style-type: none"> • The School requests waivers from policy IC/ICA. • The School has the authority to develop its own annual calendar that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state. • No later than 60 days before the end of the school year, the SLC 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 school's Instructional Superintendent. In no case shall changes to the schedule or calendar violate teacher rights provided in the replacement policy for Article 8 of the DCTA contract.
<p>IE: Organization of Instruction</p>	<p>Education Program</p>	<ul style="list-style-type: none"> • The School requests waivers from policy IE. • Following the District's approval process as described in Appendix A of the Innovation Application, the School may request the flexibility to adopt its own educational program, including selecting curriculum and textbooks. Any changes in program would be subject to District approval. • The School's education program will meet or exceed the minimum standards

		<p>the District and state.</p> <ul style="list-style-type: none"> • The Innovation School will present a program of instruction that is consistent with its innovation plan, as approved by the DPS Board of Education, under the direction of the Superintendent.
IF: Voluntary School Initiated Designs	Calendar & Schedule Education Program	<ul style="list-style-type: none"> • The School requests waivers from policy IF. • Following the District’s approval process as described in Appendix A of the Innovation Application, the School may request the flexibility to adopt its own educational program, including selecting curriculum and textbooks. Any changes would be subject to District approval. • The School’s education program will meet or exceed minimum standards of the District and state.
IGA: Curriculum Development	Education Program	<ul style="list-style-type: none"> • The School requests waivers from policy IGA. • Following the District’s approval process as described in Appendix A of the Innovation Application, the School may request the flexibility to adopt its own educational program, including selecting curriculum and textbooks. • The School’s education program will meet or exceed the minimum standards of the District and state. • Curriculum development will be carried out by school personnel, consistent with the school’s innovation plan, using all available resources. The school curriculum will provide a program of instruction that enables students to meet or exceed the CCSS and CAS. The school will regularly evaluate its education program and make changes to curriculum content, instruction, and assessments. The district will evaluate the impact of the school’s education program as part of its 3 year review of the school’s innovation plan in addition to the annual UIP review by the SLC.
IGD: Curriculum Adoption	Education Program	<ul style="list-style-type: none"> • The School requests waivers from policy IGD. • Following the District’s approval process as described in Appendix A of the Innovation Application, the School may request the flexibility to adopt its own educational program, including selecting curriculum and textbooks. • The School’s education program will meet or exceed the minimum standards of the District and state.
IIA: Instructional Materials (Textbooks or their Equivalent Learning Materials)	Education Program	<ul style="list-style-type: none"> • The School requests waivers from policy IIA. • Following the process described in Appendix A of the Innovation School Application, the School may request the flexibility to adopt its own education program, which includes selecting curriculum and textbooks. • The School’s education program will meet or exceed the minimum standards of the District and state.

		<p>the District and state.</p> <ul style="list-style-type: none"> The School will utilize textbooks and equivalent learning materials by course and grade level in each academic core area at a minimum as outlined in its innovation plan. Textbooks and learning materials will align with the CCSS and CAS and will meet or exceed the district's standards. The district will review the school's education plan every three years as part of the school's innovation status review
IIA-R: Instructional Materials (Textbook) Procedures	Education Program	<ul style="list-style-type: none"> The School requests waivers from policy IIA-R. Following the process described in Appendix A of the Innovation School Application, the School may request the flexibility to adopt its own education program, which includes selecting curriculum and textbooks. The School's education program will meet or exceed the minimum standards of the District and state.
IJJ: Instructional Materials (Textbooks) Selection or Adoption	Education Program	<ul style="list-style-type: none"> The School requests waivers from policy IJJ. Following the process described in Appendix A of the Innovation School Application, the School may request the flexibility to adopt its own education program, which includes selecting curriculum and textbooks. The School's education program will meet or exceed the minimum standards of the District and state.
IJJ-R: Instructional Materials (Textbooks) Selection or Adoption Procedures	Education Program	<ul style="list-style-type: none"> The School requests waivers from policy IJJ-R. Following the process described in Appendix A of the Innovation School Application, the School may request the flexibility to adopt its own education program, which includes selecting curriculum and textbooks. The School's education program will meet or exceed the minimum standards of the District and state.
IJOA: Field Trips	Education Program	<ul style="list-style-type: none"> The School requests waivers from policy IJOA. The School will develop and implement procedures to conduct field trips and extended day excursions.
IKB: Homework	Education Program	<ul style="list-style-type: none"> The School requests waivers from policy IKB. The School has the authority to develop and implement a homework policy that supports the education program described in the Innovation Plan. The policy will meet or exceed the minimum standards of the District and state.
IKE and IKE-R: Promotion, Retention and Acceleration of	Graduation and Promotion	<ul style="list-style-type: none"> Retention decisions for students performing below grade-level in core content areas will be made based on reading and math achievement lev

Students		<p>as determined by multiple metrics, including those outlined in the READ Act. The principal, deans, 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. If students are making insufficient progress, an academic plan will be prepared and grade retention may be recommended to the Instructional Instructional Leadership Team ILG by the principal, deans, teacher, or parents or the S</p> <ul style="list-style-type: none">• If the HTEC Instructional Leadership Team approves the grade retention of a student, the student will be retained. Parents will not have the ability to override the decision of the School Instructional Leadership Team. Parents will be made aware of this policy at orientation, at the time of registration for all mid-year enrollees. The school will regularly communicate student performance to parents/guardians. HTEC will honor retention decisions made by other DSSN schools.
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Request of DCTA Contract to be Waived

Agreement Articles Waived	Area of Impact	Replacement Policy or Practice
<p>Article 1-2 Definition of Teacher</p>	<p>Human Resource Management: Hiring and Job Descriptions</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 1-2. • The School has the authority to create a broader definition of a teacher that aligns with the Innovation Plan. • HTEC teachers will include teaching personnel who are licensed by the CDE as well as teaching personnel who are not licensed and are providing supplemental or enrichment instruction. All necessary teachers shall meet the federal Highly Qualified (HQ) requirements. Core content teachers shall possess a valid Colorado license and subject matter competencies for their assignment. (ESEA)
<p>Grievance Article 7): Establish Dispute Resolution Procedures</p>	<p>Human Resource Management: Dispute Resolution</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 7. • 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. <ul style="list-style-type: none"> • <i>HTEC</i> will follow the District’s Basic Fairness and Due Process Guidelines in issuing corrective action.
<p>Professional Standards (Article 8): Sets Teacher Calendar, Work Year, Work Week, Work Day, Class Size and Teaching Load</p>	<p>Calendar & Schedule Human Resource Management: Staff Assignments Human Resource Management: Teaching Load Human Resource Management: Leadership Structure</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 8. • The School has the authority to establish its own calendar and daily schedule, provided it meets or exceeds minimum statutory standards. The School year will not exceed 198 days without a staff vote. • The School has the authority to establish preferred class sizes and teaching loads that support the Innovation Plan. • The School has the authority to establish any necessary committees, which may include replacing the Professional Standards Committee, that support the Innovation Plan. As described in the Innovation Plan, the Accountability Committee will replace the Professional Standards Committee.

<p>Committees (Articles 5, 13, 29): Development Committee (5-4-1) and Personnel Committee (13-8)</p>	<p>Governance & Human Resource Management: Leadership Structure</p>	<ul style="list-style-type: none"> • The School requests waivers from Articles 5, 13, and 29. • The school has the authority to create committees that align with the Innovation Plan. As described in the Innovation Plan, the school will create a single Accountability Committee. • The School Leadership Committee (SLC) will be the single school advisory committee; HTEC will not have a Collaborative School Committee as outlined in DPS policy BDFH. The SLC will be responsible for engaging key stakeholders, collecting and sharing student achievement data, advising on school programs and operations, and advocating and fundraising for the school. •
<p>Teacher Evaluation (Article 10): describes the Evaluation Process for Teachers</p>	<p>Human Resource Management: Teacher Evaluation</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 10. • Teacher evaluation will be completed by district certified evaluators, school leaders, who have attended district evaluation trainings and passed an observation feedback cycle certification process. • Evaluations will be ongoing can occur frequently with at least two full observations for each teacher per semester for a total of four per year. Other evaluations may be conducted by district peer observers. • Should the school determine that it wishes to propose a teacher evaluation system different than LEAP, the school may request the flexibility to develop its own teacher evaluation system and will demonstrate that its plan is appropriate and superior to LEAP, that the evaluation system will meet the standard provisions of SB 191 and will seek approval from the District. The School has the authority to adopt its own remediation plan to support teachers and the implementation of the Innovation Plan. • <p><i>HTEC</i> will continue to use the LEAP Framework for the 2013/2014 school year [insert exceptions, eg Peer Observers from school, etc].</p> <p>If a teacher is not meeting performance expectations, the school leader may choose to place the teacher on a Plan of Improvement. The Plan of Improvement will be written and will follow the process outlined in the plan.</p> <ul style="list-style-type: none"> •

Article 11: Complaints Against Teachers/ Administrative Leave/Corrective Action	Human Resource Management	<ul style="list-style-type: none">• The School requests waivers from Article 11.• The School has the authority to establish policies and procedures on teacher leave and corrective action, which will be outlined in the Employee Handbook.• All teachers at the school are at-will employees. They shall be entitled to the basic provisions of due process outlined in District Basic Fairness and Due Process Guidelines o
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Assignments, Schedules and Transfer (Article 13): Describes District and School Procedures for Transfer and Reassignment of Teachers

Human Resource Management: Hiring & Staff Assignments

- The School requests waivers from Article 13.
- The School has the authority to hire staff as vacancies become known or using a schedule that best meets the needs of the School.
- The School has the authority to implement recruitment and selection policies and procedures.

HTEC waives Article 13 to permit “real time hiring of teachers” – i.e. post positions and hire as vacancies become known. Hiring processes will be conducted by directly by *HTEC* with assistance from the Human Resources Department. *HTEC* will not receive direct placement of teachers unless *HTEC* makes a reduction in building staff resulting in a teacher placed in the unassigned teacher pool.

If *HTEC* needs to conduct a reduction in building after the school year has begun, the principal has the authority to determine which positions and which individuals will be reduced from the building. The principal can make this determination for any lawful reason, including performance and/or professionalism.

HTEC will not adhere to the district staffing cycle; it will post vacancies when they become open. The school will work with the district HR office to post positions through the district website. In addition to this posting, the school will engage in independent outreach efforts to recruit candidates outside of the centralized recruitment channels. The school will consider all eligible applicants, including teachers who apply to transfer for vacancies. Transfer will not receive priority consideration. *HTEC* will not accept direct placements from the district or assignment of unassigned non-probationary teachers.

A temporary hiring committee will be constructed for each specific vacancy, with final determination to be made by the school principal. To the extent possible, the hiring committee shall include representatives from all staffing areas that will be affected by the new hire, such as the teaching team, an administrator, special education, and support staff. All candidates must pass a DPS background check, which will be conducted through the district HR process.

The *HTEC* Instructional Leadership Team will make decisions related to Reduction in Building Staff (RIBS) and selection of candidates for vacancies. Once the SLC determines that the school will undergo a (RIBS) all candidates currently in the position being reduced will be considered and the SLC will make RIBS decisions based on performance, professionalism, and merit (and budget?).

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<p>Summer school teaching positions (Article 14): Restricts Hiring Process and Moves Decision-Making for Hiring Teachers Offsite (14-1-1-1, 14-1-1-2, 14-1-1-3)</p>	<p>Human Resource Management: Hiring & Staff Assignments</p>	<ul style="list-style-type: none"> • The School requests waivers from Articles 14-1-1-1, 14-1-1-2, and 14-1-1-3. • The School has the authority to hire teachers for summer programs consistent with its staffing plan as described in the Innovation Plan. Should summer program be required, HTEC teachers shall be afforded the opportunity to participate in summer school programming.
<p>Reduction in Force (RIF) (Article 20): Procedures for Conducting Reduction in Force</p>	<p>Human Resource Management: Staffing</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 20. • The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school's leadership and be made in accordance with School policies and the Employee Handbook. • HTEC 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.
<p>Job Sharing and Half-Time (Article 25): Procedures for Arranging Job-Sharing Assignments and Half Time</p>	<p>Human Resource Management: Staff Assignments</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 25. • The School has the authority to make decisions regarding job sharing and half-time employment in accordance with school needs as identified by the school leadership committee .
<p>Extra Duty Comp (Article 32): Sets Rates for Extra Duty Compensation</p>	<p>Human Resource Management: Compensation</p>	<ul style="list-style-type: none"> • The School requests waivers from Article 32. • The School has the authority to determine its own compensation structure for additional work. Compensation will be agreed upon and communicated in advance. • The School has the authority to establish its own compensation system for all employees. The School will meet or exceed the rates of pay set in the DPS/DCTA Collective Bargaining Agreement, including ProComp.

Table II – HTEC DCTA Waivers

Table III – HTEC State Statutory Waivers

State Statute	Area of Operational Impact	Replacement Policy or Practice
<p>Section 22-9-106: Local Board Duties Concerning Performance Evaluations for Licensed Personnel</p>	<p>Human Resource Management: Teacher Evaluations</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-9-106. • The school’s evaluation system will meet the standard provisions of SB 191. • The School may use or adapt all or certain components and resources of the District’s evaluation program. • The School will have the authority to designate personnel who do not have administrative licenses to conduct teacher evaluations, any personnel designated to conduct teacher evaluations will complete CDE approved training. <ul style="list-style-type: none"> • HTEC 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 Senate Bill 10-191. <p>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 an CDE approved training to conduct evaluations but will not be required to hold a principal or administrator license.</p> <ul style="list-style-type: none"> • The policy will apply evenly to all teachers in the school. All teachers will receive at least one formal evaluation each year. The school principal will continue to be evaluated by the superintendent or his/her designee and will receive feedback on the quality of evaluations being given at the school. The school principal will be responsible for evaluations of other evaluators on campus, but may discuss evaluations with district staff as well to ensure meaningful calibration of scores.

<p>Section 22-32-109(1)(f): Local Board Duties Concerning Selection of Personnel and Pay</p>	<p>Human Resource Management: Staff Hiring, Compensation</p>	<ul style="list-style-type: none"> • The School requests a waiver from 22-32-109(1)(f). • The School has the authority to select staff and set rates of pay (interacts with 22-63-201 and 22-63-206). • The School has the authority to select teaching staff directly and set rates of pay based on School policies. The School will meet or exceed the rates of pay set in the DPS/DCTA Collective Bargaining Agreement, including ProComp. • Pursuant to state law, the DPS board will delegate duties related to selection of teachers and determination of compensation to the innovation school. The principal, in consultation with the school Instructional Leadership Team ILG, will select classroom teachers directly and rates of pay will be at or above the district schedule. For all unique job descriptions the SLC shall determine the rate of pay during the budget cycle each Spring for the following year, no later than March 15.
<p>Section 22-32-109(1)(g): Handling of Money</p>	<p>Budget</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-32-109(1)(g). • The School has the authority to manage its receipt of money and will meet performance expectations provided by the District. • The District may conduct an annual audit and require the School to provide quarterly trial balances to the Office of Budget. • In accordance with the innovation plan, HTEC 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 Ashley Elementary. The school will account for all moneys that it receives directly and will report to the DPS board

<p>Section 22-32-109(1)(n): Schedule and Calendar</p>	<p>Calendar & Schedule</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-32-109(1)(n). • The School has the authority to determine its own annual calendar and daily schedule, provided it meets or exceeds minimum statutory requirements. • In accordance with the innovation plan, HTEC’s SLC 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 no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement. • School has the authority to determine the number of professional development days and days off or late starts/early releases.
<p>Section 22-32-109(II)(A): Actual Hours of Teacher-Pupil Instruction and Contact</p>	<p>Calendar & Schedule</p>	<p>In accordance with the innovation plan, HTEC’s SLC 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 no event shall the calendar or schedule violate protections provided to teachers in the replacement policy for Article 8 of the DCTA agreement.</p>

Section 22-32-109-(II)(B): School Calendar	Calendar & Schedule	<ul style="list-style-type: none">• The School requests a waiver from Section 22-32-109(II)(B).• The School has the authority to create its own annual calendar.• The School’s annual calendar will meet or exceed the minimum standards for the District and state. <p>No later than 60 days before the end of the school year, the HTEC SLC, will determine the following year's school calendar 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 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 its website prior to May 1 of the prior academic year and a copy shall be provided to the school’s Instructional Superintendent. 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>
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<p>Section 22-32-109(t): Determine Educational Program and Prescribe Textbooks</p>	<p>Education Program</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-32-109(t). • Following the District’s approval process as described in Appendix A of the Innovation Application, the School can request the flexibility to adopt an educational program, including selecting curriculum and textbooks. • The School’s education program will meet or exceed the minimum standards of the District and state. <ul style="list-style-type: none"> • In accordance with the innovation plan, HTEC will determine its textbooks and curricular materials, including non-adopted textbooks. The DPS Board authorizes HTEC to develop an educational program that aligns to the mission and vision of the school and enables the school to implement the innovation plan. All substantial material changes to the district educational program must be communicated to the district office of the CAO for review and approval.
<p>Section 22-32-109 (aa): Adopt Content Standards and Plan for Implementation of Content Standards</p>	<p>Education Program</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-32-109(aa). • Following the District’s approval process as described in Appendix A of the Innovation Application, the School can request the flexibility to adopt an educational program, including selecting curriculum and textbooks. • The School’s education program will meet or exceed the minimum standards of the District and state. • In accordance with the innovation plan, HTEC will implement the Colorado Academic Standards and Common Core State Standards. The DPS Board delegates to HTEC 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.

<p>Section 22-32-109(jj): Identify Areas in which the Principal/s Require Training or Development</p>	<p>Human Resource Management: Professional Development</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-32-109(jj). • The School has the authority to design and implement its own principal development program. • The School may select to participate in District professional development programs. • In accordance with the innovation plan, HTEC SLC and the district evaluator shall jointly determine the required training or development of the principal. The principal will not be required to participate in district training not related to the innovation plan unless those trainings are agreed upon by the principal and district evaluator as part of the principal's professional development plan.
<p>Section 22-32-110(1)(h), C.R.S.: Local Board Powers Concerning Employment Termination of School Personnel</p>	<p>Human Resource Management: Staff Dismissals</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-32-110(1)(h). • The School has the authority to discharge employees according to its personnel policies. • The School may seek the support of District Human Resources and Legal Department when dismissing a staff member. • The DPS board grants autonomy to the Instructional Leadership Team at HTEC 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.
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-201: Employment-License Required-Exception</p>	<p>Human Resource Management: Hiring and Teacher Qualifications</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-201. • The School will comply with federal laws regarding HQT teacher qualifications. • The board delegates to the School the duty to identify employees as administrators. • (h) To discharge or otherwise terminate the employment of any personnel. The DPS board delegates the power specified in this paragraph (h) to HTEC. All process for dismissal must meet the minimum standards established in District policy GDQD

<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-202, C.R.S.: Contracts in Writing Duration Damage Provision</p>	<p>Human Resource Management: Hiring, Contracts and Employment Offer Letters</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-202. • The School has the authority issue its own employment offer letters approved by the District. The School’s employment offer letter will outline the terms of employment. <ul style="list-style-type: none"> • Any teacher who works at (<i>HTEC</i>) who intends to resign must give notice to the school of his/her intention to resign at least 2 weeks prior to the last day the teacher intends to work.
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-203, C.R.S.: Probationary Teachers – Renewal and Nonrenewal of Employment Contract</p>	<p>Human Resource Management: Dismissals</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-203. • All teachers will be considered at-will employees. • The School has the authority to dismiss any teacher in accordance with the School’s employment terms and personnel policies. HTEC 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 non-licensed teachers for supplemental and enrichment instruction consistent with the innovation plan. The DPS board may enter into employment contracts with non-licensed teachers and/or administrators at HTEC as necessary to implement the school’s innovation plan.
<p>Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-206, C.R.S.: Transfer of Teachers – Compensation</p>	<p>Human Resource Management: Direct Placement of Teachers</p>	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-206 • The School is not subject to the transfer of teachers within, into or out of the school by the District; the School’s leadership has the authority to make all decisions regarding transfers within the School.

Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-301: Grounds for Dismissal	Human Resource Management: Dismissals	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-301. • All teachers are at-will employees and can be terminated for any lawful reason.
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-302: Procedures for Dismissal of Teachers and Judicial Review	Human Resource Management: Dismissals	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-302. • All teachers are at-will employees. • The School has the authority to establish personnel policies that will be outlined in this Innovation Plan and in the School's Employee Handbook. <p>All employees at <i>HTEC</i> are at-will employees. Whenever a teacher is dismissed during the school year, that teacher will be afforded the process outlined in DPS Policy GDQD/r for classified employees. However, GDQD/r does not apply to the school leader's decision at the end of a school year regarding which teachers will return to the school for the following school year.</p> <ul style="list-style-type: none"> •
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-401: Teachers Subject to Adopted Salary Schedule	Human Resource Management: Compensation	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-401. • The School has the authority to determine its own compensation system for all employees, including adjunct faculty. The School will meet or exceed the rates of pay set in the DPS/DCTA Collective Bargaining Agreement, including ProComp.

Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-402: License, Authorization of Residency Required in Order to Pay Teachers	Human Resource Management: Compensation	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-402. • The School has the authority to establish a policy that waives the provision that requires teachers to hold licenses in order to be paid. • The School has the authority to adopt policies and procedures to ensure that background checks are completed for all personnel. • The School has the authority to determine its own compensation system for all employees, including instructional staff. The School will meet or exceed the rates of pay set in the DPS/DCTA Collective Bargaining Agreement, including ProComp.
Teacher Employment, Compensation and Dismissal Act of 1990 Section 22-63-403: Payment of Salaries	Human Resource Management: Compensation	<ul style="list-style-type: none"> • The School requests a waiver from Section 22-63-403. •

APPENDIX E DPS AND COMMUNICATIONS WORKERS OF AMERICA AGREEMENT WAIVERS

Agreement Articles Waived	Area of Impact	Replacement Policy or Practice
Article 6: Grievance	Human Resource Management: Grievance Process	The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent’s designee in accordance with this innovation plan and replacement policies. <ul style="list-style-type: none"> • Disputes between employees and the District may be brought directly to the Superintendent’s designee in accordance with this innovation plan and replacement policies. Employees are entitled to representation
Article 8-2: Seniority	Human Resource Management:	Employees will be considered at will and will not have a probationary

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	Seniority and Employee Status	period.
Article 10: Work Week, Work Year	Human Resource Management: Calendar and Schedule	<p>The School has the authority to develop its own annual calendar, weekly schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies.</p> <ul style="list-style-type: none"> • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook
Article 11-1, 11-2, 11-7: Work Day	Human Resource Management: Calendar and Schedule	<p>The School has the authority to develop its own daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies.</p> <ul style="list-style-type: none"> • The school may require more advanced notice of absences, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies.
Article 13: Overtime	Human Resource Management: <ul style="list-style-type: none"> • Calendar and Schedule • Compensation 	<p>The School has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies.</p> <ul style="list-style-type: none"> • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies. • The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws and the innovation plan
Article 14: Vacations	Human Resource Management: Calendar and Schedule	<p>The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies.</p>

<p>Article 17-1, 17-2, 17-3, 17-6, 17-7: Selection and Assignment of Employees</p>	<p>Human Resource Management: Employee Status</p> <ul style="list-style-type: none"> • Staff <p>Assignments</p>	<p>Employees will be at-will and will not have a probationary period or be awarded continuing service status.</p> <ul style="list-style-type: none"> • •
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Article 18-1, 18-2, 18-6, 18-7: Job Openings	Human Resource Management: Staff Hiring	<p>The School has the authority to develop and implement its own policies and procedures for posting open positions and hiring staff, including creating a hiring schedule that best meets the needs of the School, in accordance with this innovation plan and replacement policies..</p> <ul style="list-style-type: none"> • As needed, the School has the authority to determine any type of coverage pay in accordance with this innovation plan and replacement policies..
Article 19-2: Change in Status	Human Resource Management: Grievance Process	The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent's designee in accordance with this innovation plan and replacement policies.
Article 20: Appraisal	Human Resource Management: Staff Evaluation	The School will develop its own processes and procedures to perform staff appraisals, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies..
Article 27: Salaries	Human Resource Management: Compensation	The School has the authority to determine its own compensation system for all employees. in accordance with this innovation plan and replacement policies. The School will meet or exceed the rates of pay set in the Communication Workers of America Agreement.
Article 33: Reduction in Force	Human Resource Management: Staff Dismissals	The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school's leadership and be made in accordance with School policies and the Employee Handbook and this innovation plan.

APPENDIX E FACILITIES MANAGERS ASSOCIATION

Agreement Articles Waived	Area of Impact	Replacement Policy or Practice
Article 4: Grievance	Human Resource Management: Grievance Process	<p>The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent’s designee in accordance with this innovation plan and replacement policies..</p> <ul style="list-style-type: none"> • Disputes between employees and the District may be brought directly to the Superintendent’s designee. Employees are entitled to representation by Facilities Managers Association.
Article 7: Work Year, Workweek, Workday	Human Resource Management: Calendar and Schedule	<p>The School has the authority to develop its own annual calendar, weekly schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies..</p> <ul style="list-style-type: none"> • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies..
Article 8: Overtime	Human Resource Management: Calendar and Schedule Compensation	<p>The School has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies..</p> <ul style="list-style-type: none"> • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies.. • The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws and the innovation plan.
Article 15: Transfers and Promotions	Human Resource Management: Staff Hiring	<p>The School has the authority to see all candidates from the candidate pool and, in cooperation with the District, interview external candidates, if so desired in accordance with this innovation plan and replacement policies.</p>

Article 16: Performance Evaluations	Human Resource Management: Staff Evaluation	<ul style="list-style-type: none">• The School will develop its own processes and procedures to perform• staff appraisals, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies..
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Article 20: Corrective Action	Human Resource Management: Staff Corrective Action	The School will develop its own processes and procedures to address employee performance, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies.
Article 26: Continuing Service, Change of Status and School Redesign	Human Resource Management: Staff Dismissals Employee Status	<p>Employees will be at-will and will not have a probationary period or be awarded continuing service status.</p> <ul style="list-style-type: none"> • The School will develop a dispute resolution process that permits representation of employees and an avenue to appeal to the Superintendent's designee in accordance with this innovation plan and replacement policies.
Article 27: Reduction in Force	Human Resource Management: Staff Dismissals	The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school's leadership and be made in accordance with School policies, this innovation plan and the Employee Handbook.

APPENDIX E DPS DENVER FEDERATION OF PARAPROFESSIONALS AGREEMENT WAIVERS

Agreement Articles Waived	Area of Impact	Replacement Policy or Practice
Article 6: Grievance	Human Resource Management: Grievance Process	<ul style="list-style-type: none"> • The School will develop a dispute resolution process that permits association representation of employees and an avenue to appeal to the Superintendent's designee in accordance with this innovation plan and replacement policies.. • Disputes between employees and the District may be brought directly to the Superintendent's designee. Employees are entitled to representation by Denver Federation of Paraprofessionals.

<p>Article 7: Working Conditions</p>	<p>Human Resource Management:</p> <ul style="list-style-type: none"> • Calendar and Schedule • Compensation 	<p>The School has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies.</p> <ul style="list-style-type: none"> • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies. • The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws and this innovation plan.
<p>Article 9: Appraisal</p>	<p>Human Resource Management: Staff Evaluations</p>	<p>The School has the authority to design and implement its own evaluation system and performance improvement process, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies.</p>
<p>Article 11: Transfer (11-1, 11-1-1)</p>	<p>Human Resource Management: Staff Hiring Calendar and Schedule</p>	<p>The School has the authority to develop and implement its own policies and procedures for posting open positions and hiring staff, including creating a hiring schedule that best meets the needs of the School in accordance with this innovation plan and replacement policies..</p> <ul style="list-style-type: none"> • The School has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies..
<p>Article 19: Compensation – Paraprofessional Salary Schedule and Position Matrix</p>	<p>Human Resource Management: Compensation</p>	<p>The School has the authority to determine its own compensation system for all employees in accordance with this innovation plan and replacement policies.. The School will meet or exceed the rates of pay set in the Denver Federation for Paraprofessionals Agreement.</p>
<p>Article 22: Staff Reduction – MOU dated 7/27/07</p>	<p>Human Resource Management: Staff Dismissals</p>	<p>The School has the authority to establish policies and procedures to notify employees of reductions, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies.</p>

Article 23: Post-Termination Hearing	Human Resource Management: Staff Dismissal Grievance	Employees are at-will and can be released without cause at any time. • •
MOU Dated September 7, 2005	Human Resource Management: Hiring	In the event the School is Redesigned, employees may be required to re-interview for their positions in accordance with this innovation plan and replacement policies..

APPENDIX E DPS DENVER ASSOCIATION OF EDUCATION OFFICE PROFESSIONALS AGREEMENT WAIVERS

Agreement Articles Waived	Area of Impact	Replacement Policy or Practice
Article 5: Grievance	Human Resource Management: Grievance Process	<ul style="list-style-type: none"> • The School will develop a dispute resolution process that permits association representation of staff and an avenue to appeal to the Superintendent’s designee in accordance with this innovation plan and replacement policies. • Disputes between staff and the District may be brought directly to the Superintendent’s designee. Staff is entitled to representation by the Denver Association of Education Office Professionals.
Article 6: Reduction in Force	Human Resource Management: Staff Dismissals	<ul style="list-style-type: none"> • The District cannot RIF School staff members. Decisions regarding reductions in teaching staff will be determined by the school’s leadership and be made in accordance with School policies, this innovation plan and the Employee Handbook. • In the event the School is Redesigned, employees may be required to re-interview for their positions in accordance with this innovation plan and replacement policies.
Article 8: Probationary Period	Human Resource Management: Employee Status	Employees will be at-will and will not have a probationary period or be awarded continuing service status.
Article 9: Appraisal – MOU dated 5/13/03	Human Resource Management: Staff Evaluation	<p>The School has the authority to design and implement its own evaluation system and performance improvement process, which will be outlined in</p> <ul style="list-style-type: none"> • •

		the Employee Handbook in accordance with this innovation plan and replacement policies..
Article 10: Hours and Selecting Working Conditions	Human Resource Management: <ul style="list-style-type: none"> • Calendar and Schedule • Compensation 	<p>The School has the authority to develop its own annual calendar, weekly schedule and daily schedule that aligns with the Innovation Plan and that meets or exceeds the minimum standards of the District and state in accordance with this innovation plan and replacement policies.</p> <ul style="list-style-type: none"> • The School has the authority to develop its own policies and procedures for granting staff vacations and holidays, which will be outlined in the Employee Handbook in accordance with this innovation plan and replacement policies. • The School will comply with State and Federal law regarding compensable time and pay employees in accordance with these laws in accordance with this innovation plan and replacement policies.
Article 14: Salaries/Increments – Appendix D Salary Schedules	Human Resource Management: Compensation	The School has the authority to determine its own compensation system for all employees in accordance with this innovation plan and replacement policies.. The School will meet or exceed the rates of pay set in the Denver Association of Educational Office Personnel Agreement.



Congratulations **[Name]**,

We are pleased to conditionally offer you the position of **[POSITION]** at **High Tech Early College**, which is an Innovation School with Denver Public Schools. We feel that your skills and background will be a valuable asset to the District in this role. This offer is conditioned on the completion of an employment application and any other requested/required documentation, including but not limited to, the District's receipt of employment references and criminal history/background checks satisfactory to the District. When the conditions of employment are met, this offer is final and this letter, along with the terms of the innovation plan and employment handbook, represents the agreement between the employee and the District.

As an Innovation School, **High Tech Early College** is operating pursuant to an Innovation Plan, which can be found here:

<http://www.cde.state.co.us/choice/innovationschoolsarchive.asp>

Prior to your start date, please read the Innovation plan and let me know if you have any questions.

Employment Status:

Teacher's employment with **High Tech Early College** and the Denver Public Schools is "at-will" and is not subject to the Teacher Employment Compensation and Dismissal Act of 1990, § 22-63-101, *et seq.* **High Tech Early College** and the Denver Public Schools have the right to end the work relationship with the teacher at any time in accordance with personnel policies in the school's Employee Handbook and the replacement policies in the Innovation Plan.

Teachers employed by the Denver Public Schools who obtained non-probationary status in the Denver Public Schools prior to their employment at **High Tech Early College** will be subject to the terms and conditions of employment as described in the preceding paragraph. Such teachers will regain their non-probationary status with DPS upon securing, without break in service, a mutual consent position within another DPS school. Such teachers will have the right to participate in the DPS staffing cycles available to all DPS teachers but will not be guaranteed placement in any other school or further employment beyond their employment at **High Tech Early College** if they do not secure a position through mutual consent.

Calendar Year:

The first day for teachers is **JULY 28** and the first day for students will be **AUGUST 11**. Additional information regarding the school year and school day will be provided prior to the start of the school year. Certain teachers may also be required to attend additional training/professional development during the summer of **2014**, such as the New Teacher Institute or the ELA qualification coursework. See Attachment A.

Salary Information:

Staff at **High Tech Early College** will receive professional compensation that reflects their commitment to the school and their success at improving student learning. This compensation package will have, as its foundation, the salary system established in the DPS/DCTA ProComp Agreement. Your base salary will be [\$AMOUNT].

In addition to your base salary, you may be eligible to earn school-wide and/or individual teacher incentives based on school performance, student growth, earning advanced degrees or serving in high needs schools. The school will have the discretion to exceed these minimum salary expectations according to a bonus structure. The Principal will be responsible for developing the compensation package for teachers and all staff, and **High Tech Early College** will be exempt from § 22-63-401, *et seq.*, C.R.S.

All employees at **High Tech Early College** will participate in the Colorado Public Employees' Retirement Association. Should any staff or faculty member transfer from **High Tech Early College** to another DPS assignment, all pension benefits will be portable and there shall be no loss of benefit.

Other terms:

Additional information related to employment at **High Tech Early College** is available in the Employee Handbook, incorporated herein by reference. The Principal may modify the Employee Handbook at any time, and such modifications shall be binding.

Upon satisfaction of all conditions of this offer, and your execution of this letter below, this letter, including any attachments, any document specifically incorporated herein by reference, and any otherwise applicable DPS Board of Education policies or Colorado state laws which have not been waived, constitute the complete employment agreement between the parties. No other verbal or written promises, statements, or representations have been made or relied on by the teacher or shall otherwise be binding on DPS. **Please review, sign, and return this letter to HR via fax at (720) 423-3201.**

We look forward to welcoming you as a new employee at Denver Public Schools.

John Fry

Principal

High Tech Early College

By signing this letter, I, _____, acknowledge that I have read and understand the foregoing employment conditions and accept the offer of employment at (School).

Date _____

ATTACHMENT A
ADDITIONAL TEACHER REQUIREMENTS

Teacher Induction:

All **High Tech Early College** teachers will be required to attend a new teacher orientation at **High Tech Early College**; participate in ongoing professional development; and may work with a Mentor Teacher.

Alternative Licensure Program

If the teacher is employed pursuant to a Colorado Department of Education approved Alternative Licensure Program authorized by Colorado Revised Statutes, Section 22-60.5-201, (initial here, if applicable: _____), the following conditions also apply.

In addition to the other provisions of this letter, your employment at **High Tech Early College** is further conditioned upon the teacher fulfilling the following: (1) enrollment in, and satisfactory and timely completion of, any teacher preparation courses at an approved institution administering a teacher preparation course required pursuant to the District's alternative licensure program or a CDE-approved alternative licensure program; (2) timely procurement of a CDE Initial Teacher's license upon successful and timely completion of the alternative licensure program; (3) attendance at all classes and seminars required pursuant to the alternative licensure program; (4) the teacher must be considered highly qualified in their assigned subject area; (5) performance of teaching duties in a manner which meets or exceeds the performance standards applicable to licensed teachers; and (6) compliance with any other lawful requirements of the alternative licensure program.

The teacher understands and agrees that, notwithstanding any other provision of this letter, the District does not promise or represent that the teacher's employment shall be continued/extended/renewed for any time period including the anticipated duration of the teacher's participation in the alternative licensure program.

For those teachers enrolled in the CDE-approved alternative licensure program, the teacher further agrees to the deduction from his/her salary of any applicable enrollment, tuition, and other charges described in the ALP program agreement between the District and the institution administering the approved teacher preparation course until such time that the teacher's student account is paid in full. For the school year **2014-15**, the amount, if any, withheld from the teacher's monthly checks will be determined for eight months, for a cumulative deduction of an amount to be determined. If the teacher receives financial aid from the approved institution, the District will cease the monthly withholding upon official notification from the institution, provided that the teacher duly notifies the District's Human Resources Department. The teacher shall review his/her semester billing statements to ensure that payments are being made. If for any reason the District does not execute monthly payroll deductions, the teacher shall be solely responsible for payment of the remaining program charges.

Military Instructors

If the teacher is employed as a military instructor in the District's Junior Reserve Officer Training Corps ("JROTC") program (initial here, if applicable: _____), in addition to the other provisions of this letter, your employment with **High Tech Early College** is further conditioned upon the teacher's procurement and maintenance during your employment at **High Tech Early College** in full force and effect a United States Army Cadet Command ("USACC") JROTC trainer certification, and continued USACC approval for employment as a JROTC instructor. The teacher further

acknowledges and agrees that he/she shall as part of the contracted services perform any additional duties as directed by the United States Army Director of Military Instruction or his/her designee.

TTE Program

If the teacher is employed pursuant to a TTE certification granted by the CDE (initial here, if applicable: _____), in addition to the other provisions of this letter, your employment with **High Tech Early College** is further conditioned upon the teacher's fulfillment of the following: (a) enrollment at his/her sole expense in, and satisfactory and timely completion of, all required coursework in the approved program for endorsement in the specified area of Special Education pursuant to the District's TTE Program; (b) procurement of a CDE teacher's license and endorsement in the area specified by High Tech Early College upon successful and timely completion of the TTE Program; (c) receipt of a passing grade in the "PLACE Content Area Test" after timely and successful completion of an approved endorsement program in the area of the required Special Education endorsement; and (d) performance of teaching duties in a manner which meets or exceeds the performance standards applicable to endorsed Special Education teachers.

The teacher understands and agrees that, notwithstanding any other provision of this letter, the District does not promise or represent that the teacher's employment shall be continued/extended/renewed for any time period including the duration of the teacher's anticipated participation in the TTE program.

ELA Program

The below paragraph applies to all new teachers, teachers assigned at the time of hire or any time thereafter to teach in the District's ELA-E or ELA-S Program, and teachers who may, at any time, be designated ELA-T by the 2012 Consent Decree. All 2012 Consent Decree teacher training and qualification requirements are incorporated by reference into this letter/Attachment A, and timely compliance with those requirements is a further condition of employment.

All new District teachers are designated "ELA-T" and are required as a condition of employment to timely complete all District-mandated training requirements to become fully qualified ELA-T teachers within the District-designated timeline. For teachers who are not previously State-endorsed in teaching the linguistically different, or who have not previously earned a Masters or doctorate degree in teaching the linguistically different, such training requirements must be completed on a timeline proscribed by the District, and include the teacher's successful completion, at his/her sole cost and expense except when compensation or tuition is provided at the District's sole discretion, of: (A) the District's "ELA 101" online course, (B) the Denver ELA Program, and (C) either the District ELA Summer Academy, which includes a practicum component, or at the District's discretion, proscribed ELA coursework and practicums.

Additionally, if the teacher is designated at the time of hire or at any time thereafter for the duration of their employment with the District as either "ELA-E" or "ELA-S," the teacher shall, as a condition of employment, timely complete all District-mandated training requirements to become a fully qualified ELA-E / ELA-S teacher within the District-designated timeline. If the teacher is not previously State-endorsed in teaching the linguistically different, or has not previously earned a Masters or doctorate degree in teaching the linguistically different, such training requirements must be completed on a timeline proscribed by the District, and include the teacher's successful completion, at his/her sole cost and expense except when compensation or tuition is provided at the District's sole discretion, of: (1) all courses and training required for ELA-T qualification; (2) additional training and coursework proscribed by the District, which may include District-specified coursework at the University of Colorado at Denver

("UCD") and online training programs. Such training for ELA-S designated teachers shall also include training in the use of the District's research-based language allocation guidelines.

Additionally, for all ELA-S designated teachers, as a condition of employment and as an express condition on formation of this employment, the teacher shall at his/her sole expense complete and receive a passing grade on the oral and reading portions of the District-approved Spanish language proficiency examination prior to commencing his/her employment. Employment is further conditioned on the teacher's receipt of a passing grade on the writing portion of that examination prior to the deadline established by the District.

Notwithstanding any other provision of this letter/Attachment A, if a teacher fails at any time during their employment to timely and successfully complete any of the above-referenced ELA-T, ELA-E, or ELA-S requirements, the teacher acknowledges and agrees that he/she may be subject to immediate termination from employment due to, without limitation, lack of sufficient qualifications for continued employment and/or be subject to corrective action and placed on unpaid leave.

The teacher further understands and agrees that, notwithstanding any other provision of this letter/Attachment A, the District does not promise or represent that the teacher's employment shall be continued/extended/renewed for any time period including the duration of the ELA training program timelines.

This plan is being implemented due to concerns in performance to date. Although there are specific concerns that are outlined for improvement below, Anita brings the following strengths to her job performance:

- Overall classroom management is effective
- Overall participation in professional development and interactions with staff, students, and administration are respectful and appropriate
- Active participation in team meetings and PD
- Overall demeanor and energy with students is effective

Building off of these successes, we hope this plan will take Anita’s instruction to a new level of consistency in implementing practices and expectations that lead to accelerated growth for her 28 ELA-E students. There are two vital things we need to see in Anita’s classroom – grade level material consistently being taught (with scaffolds so all students can access all or part of grade level objectives), and daily small group instruction in reading and math at students’ instructional levels.

IMPROVEMENT PLAN –PERFORMANCE CRITERION	
<i>Principal and/or Manager: Identify first criterion; if a second or third criterion is needed, please use the following pages. The plan may have one, two, or a maximum of three (3) criteria.</i>	
Focus Areas:	Measurable Objective-Based Indicator(s)
Strategies, Resources, and Timeline; <i>Principal and/or Manager draft a plan, consult with the educator, and finalize plan.</i> <ul style="list-style-type: none"> • <i>Supports and Resources:</i> 	

<i>Signature acknowledges receipt of plan for the criteria, above.</i>	
By this improvement plan, I am giving you an opportunity to improve your instruction and perform your duties and responsibilities in an acceptable manner. Failure to comply with this improvement plan may result in further disciplinary action, including possible dismissal.	
Teacher Signature:	Date:

Assistant Principal Signature:	Date:
Evaluator (Principal) Signature:	Date:
Other Person Involved in Evaluation Signature	Date:

IMPROVEMENT PLAN – OUTCOME AND SIGNATURES

EXTENSION
 YES ADJUSTED END DATE:
 NO

Improvement has been achieved.
 Improvement has *not* been achieved.

Teacher Signature (<i>signature represents receipt of this document; not necessarily agreement</i>)	Date
Assistant Principal Signature	Date
Evaluator (Principal) Signature	Date
Other Person Involved in Evaluation Signature	Date

Deadline	Practice Implemented
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