

SECTION 300 – PERSONNEL

TEACHERS

POLICY 320

ARTICLE 1 DEFINITIONS

- A. “Teacher” means any person who holds a teacher’s license issued pursuant to the Colorado Educator Licensing Act (22-60.5-101 et seq.) and who is employed to instruct, direct, or supervise the instructional program. Teacher does not include those persons holding authorizations.
1. “Part-time Teacher” means a teacher who normally performs services as a teacher in an amount of time less than four hours during each regular school day.
 2. “Probationary Teacher” means a teacher who has not completed three consecutive years of demonstrated effectiveness or a non-probationary teacher who has had two consecutive years of demonstrated ineffectiveness.
 3. “Substitute Teacher” means a teacher who normally performs services as a teacher in the District for four hours or more during each regular school day, but works on one continuous assignment for a total of less than ninety regular school days, or for less than one semester or equivalent time as determined by the annual school year calendar of the District. “Substitute Teacher” also means an itinerant teacher who normally performs services on a day-to-day or similar short-term basis during an academic year as a replacement teacher for a non-probationary, probationary or part-time teacher while such teacher is absent or unavailable. “Substitute Teacher” does not include any non-probationary or probationary teacher who is assigned as a permanent substitute teacher within the District.
 4. “Teacher on Special Assignment” refers to teachers who have a special non-teaching assignment in lieu of regular teacher duties. Such assignments may involve coordinating, supervising or directing special projects, activities or programs.
 5. “Highly-qualified Teacher” refers to a teacher who meets requirements of the Federal No Child Left Behind Act of 2001. He/she must hold a Bachelor’s Degree and (a) be endorsed in the subject or (b) have completed 24 semester hours of course work in the subject or (c) passed the Colorado Licensing PLACE test in the areas to which he/she is assigned to teach.

ARTICLE 2 TEACHER EMPLOYMENT

- A. Each person who is to be employed to teach, except any person employed to teach in a temporary capacity who is a citizen of a nation other than the United States, shall take the following oath or affirmation: “I solemnly (swear) (affirm) that I will uphold the Constitution of the United States and the Constitution of the State of Colorado, and I will faithfully perform the duties of the position upon which I am about to enter.”

References:

C.R.S. 22-2-119 Duty to make inquiries prior to hiring
C.R.S. 22-9-106 Reduction in Force
C.R.S. 22-32-109(1)(f) Employ Personnel to Carryout Educational Program
C.R.S. 22-32-109.1(8) Employee Screenings
C.R.S. 22-32-109.7 Board of Education Duties – Employment of Personnel
C.R.S. 22-32-109.8 Non-licensed fingerprinting; Prohibition for Failing to Comply
C.R.S. 22-32-109.9 Licensed Personnel Submittal of Fingerprints
C.R.S. 22-32-126 Principals Employment and Authority
C.R.S. 22-34-301 et seq. Colorado Civil Rights Division Procedures
C.R.S. 22-34-402 et seq. Discriminatory or unfair employment practices
C.R.S. 22-60.5-111 (6) Colorado Educator Licensing Act – Substitute Authorization
C.R.S. 22-63-101 et. Seq. Teacher Employment, Compensation and Dismissal Act
C.R.S. 22-63-202 Employment Contracts
C.R.S. 22-63-206 Transfers-Compensation
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- B. The District shall only enter into an employment contract with any person as a teacher only if such person holds a Colorado initial or a professional teacher's license or authorization or who holds an alternative teacher license.
- C. No contract or other employment arrangement executed or made by and between the District and teacher shall require by inference or otherwise that said teacher is to become a member of or belong to any group or organization.
- D. Except for a substitute teacher, every employment contract entered into by any teacher for the performance of services for the School District shall be in writing.
- E. The employment contract shall specify the teacher's placement on the salary schedule and the amount of salary per annum.
- F. A teacher and the Board may mutually agree to terminate the teacher's employment contract at any time.
- G. Each employment contract shall contain a provision stating that a teacher shall not terminate his or her employment contract without the agreement of the Board unless:
 - 1. The teacher intends to terminate his or her employment contract for the succeeding academic year and gives written notice of his or her intent no later than thirty days prior to the commencement of the succeeding academic year.
 - 2. The teacher intends to terminate his or her employment contract for the current academic year after the beginning of the academic year and the teacher gives written notice to the Board of his or her intent at least thirty days prior to the date that the teacher intends to stop performing the services required by the employment contract.
- H. Each employment contract shall contain a provision stating that the teacher shall accept the terms of the contract for the succeeding academic year within thirty days of receipt of the contract unless the teacher and the District have reached an alternative agreement. If a teacher does not accept the terms of the employment contract within thirty days of receipt, the position may be opened to additional candidates.
- I. Each employment contract shall contain a damages provision whereby a teacher who violates the provisions of paragraph G of this Article without good cause shall agree to pay damages to the District. The District may collect or withhold damages from compensation due or payable to the teacher in an amount equal to the lessor of:
 - 1. The ordinary and necessary expenses necessary to secure the services of a suitable replacement teacher; or
 - 2. One-twelfth of the annual salary specified in the employment contract.

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- J. The contracts of probationary teachers may be non-renewed upon the recommendation of the Superintendent and affirmative action by the Board of Education after due-process and adherence to procedures as required by Colorado State Board of Education Rules and Colorado's Teacher Employment, Compensation, and Dismissal statute.
- K. A teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the Board 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 following factors shall be considered when there is a justifiable decrease in the number of teaching positions:
1. Teacher effectiveness as determined by evaluations;
 2. Probationary and Non-Probationary status of teachers;
 3. Number of years a teacher has been teaching in the District;
- Factors 2 and 3 may be considered only after consideration of Factor 1.
- L. The employment of a teacher may be terminated by the Board of Education after due-process as required by Colorado law and only on the grounds for dismissal as set-forth by Colorado's Teacher Employment, Compensation, and Dismissal statute.
- M. Upon a request from a school district or a school concerning a person applying for a position as a teacher, the District may disclose to the requesting school district or school the reason or reasons why a teacher left employment. The District may disclose any pertinent performance record or disciplinary record of a teacher that specifically relates to any negligent action of 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 Conduct Code. The information 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. No employment contract shall contain a provision that restricts or prohibits the District from disclosing to another school district or school the reason or reasons why a teacher left employment or from disclosing to another school district any of the teacher's disciplinary or performance records.

ARTICLE 3 TEACHER ASSIGNMENTS AND TRANSFERS

- A. The Superintendent shall be responsible for assigning teachers to schools. However, in keeping with state law, 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. This provision shall be included in each

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- teacher's employment contract. The Principal shall assign and may re-assign teachers to specific teaching positions for which they are qualified within the school.
- B. Assignments to a school or within a school shall be based on (1) the needs of the school or District, (2) qualifications of the teacher and (3) the teacher's expressed desire. When it is not possible to meet all three conditions, teachers shall be assigned based on needs of the District and second, the teacher's qualifications.
 - C. Requests for transfers or changes of assignment must be submitted in writing (e-mail) by the teacher to the Superintendent or, in the case of a re-assignment request within the school, to the Principal. The request must include the reason for the desired change. The request may be granted based on the criteria listed in paragraphs A and B of this Article.
 - D. Reasons for transfer or changes of assignment that are not voluntary shall be discussed with the teacher and summarized in writing by the administrator prior to announcement of such transfer or re-assignment.
 - E. Any active non-probationary teacher whose performance was deemed satisfactory or effective as determined by his or her evaluation for the prior school year and who has not secured a position through school-based hiring shall be a member of a priority hiring pool. Such priority hiring pool shall ensure that the non-probationary teacher has a first opportunity to interview for a reasonable number of available positions for which he or she is qualified within the District. The teacher shall be given notice of all vacant positions for which he or she is qualified. The teacher is responsible for applying to fill a vacancy by writing the Principal and copying the Human Resources Office. When a Principal recommends appointment of the non-probationary teacher applicant to a vacant position, the non-probationary teacher shall be transferred to that position.
 - F. If a non-probationary teacher is unable to secure an assignment at a school after twelve months or two hiring cycles, whichever period is longer, the District shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment except that the teacher may be placed in another assignment 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. If the teacher secures an assignment while on unpaid leave, the teacher's salary and benefits shall be reinstated at the level they would have been if the teacher had not been placed on unpaid leave.

ARTICLE 4 TEACHER EXTRA DUTY ASSIGNMENTS

- A. Extra-duty assignments including team leaders, department chairs, coaching, sponsorships, temporary duties and any other paid extra-duty may be made by administrators when funds for such assignments are budgeted or compensated through salary schedule credit. Such assignments may not be made for any individual until he/she is an employee of the District as

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stated in Article 2 of this policy. Assignment to supervisory duties within the school day is considered part of the teacher's regular assignment and is not considered as extra-duty.

- B. Extra-duty assignments are made annually. No right for continuing placement in an extra-duty assignment is granted. Annual assignments are to be made based upon program needs, qualifications of available staff, budget constraints, and the best interests of the school or District as determined by the Principal or Superintendent. Extra-duty assignments may be terminated at any time at the discretion of the administrator in charge.

ARTICLE 5 TEACHER SALARIES

- A. Salary schedules for teachers shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year.
1. The schedule shall treat all endorsement areas and teaching levels the same. There shall be no differentiation based upon endorsements or teaching assignments.
 2. The schedule shall show annual salaries based upon 185 contract days, except that new teachers shall be contracted for ~~189~~ 188 days. Additional contracted days are to be paid at a per diem rate.
 3. The schedule shall provide for salary placement and increases for each year's experience. A full year's credit shall be given for teaching in a continuous assignment for 90 or more days or for more than one semester.
 - a. Part-time experience shall be credited as such; a teacher working half-time shall move one-half step each year; a teacher working one-third time shall move one-third step each year. Experience of more than half-time shall be credited as full-time.
 - b. Six years of teaching experience outside of the District shall be allowed to attract qualified teachers. A teacher with six years of experience starts at Step 7 at the appropriate educational level. Substitute teaching on a day-to-day basis or substitute teaching with a substitute authorization (not a license) shall not be considered as teaching experience for placement on the salary schedule.
 4. The schedule shall compensate increased educational levels. Credit for an educational level change must be documented and submitted to the Human Resources Manager by August 20 of the school year in which the change is to be effective.
 - a. Initial placement on the schedule shall be based on the teacher's highest degree plus credit hours for college credit earned after completion of the highest degree.
 - b. Salary credit after employment as a licensed teacher is awarded as follows:
 - i. Graduate credit shall be based upon receipt of transcripts.
 - ii. Education Units (CEUs) or clock hours for workshops/classes applicable to the teacher's assignment.

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- iii. Undergraduate college credit only with prior approval from the Principal and only when the course work is completed to improve performance in the teacher's current assignment or endorsement area or to apply toward a new licensing endorsement.
- iv. A travel experience of 15 or more clock hours, excluding travel time to and from the destination, which enhances a teacher's subject knowledge or subject skills related to subjects he/she is assigned to teach. The travel experience must occur after the teacher is employed by the District and after initial placement on the salary schedule. The travel experience may not be an activity for which the teacher has received pay from the District. A maximum of three credits for travel experience may be counted for each educational level change (e.g. BA to BA20) on the salary schedule. To receive the credit, the teacher must submit a brief summary of the travel experience to the Human Resources Manager within 20 days following the end of the trip.
- v. Membership on a School Accountability Committee, District Accountability Committee, District Curriculum Evaluation and Revision Committee, District Technology Committee or other District educational improvement or safety enhancement committee that meets regularly for a full-school year or a minimum of 15 clock hours. Membership on one of these committees for at least one semester but less than a full school year may be counted for .5 credits. The teacher may not have received extra duty pay for the assignment if credit is to be counted toward advancement on the salary schedule. To receive credit, the teacher must submit documentation, signed by the teacher and Committee Chairperson, of committee membership to the Human Resources Manager.
- vi. Participation as a mentor, for a full-school year, in the District's teacher induction program may be counted for one (1) salary credit when a minimum of 15 clock hours of mentoring is documented. A maximum of 2 credits may be earned for mentoring of multiple inductees during the same time period and a minimum of 30 clock hours are documented. The teacher may not have received extra duty pay for mentoring if credit is to be counted toward advancement on the salary schedule. To receive credit, the teacher must submit documentation, signed by the teacher and Principal, to the Human Resources Manager.

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ARTICLE 6 TEACHER EMPLOYMENT BENEFITS

- A. The District shall provide health and dental insurance coverage for all teachers working thirty or more hours per week except that individuals starting employment after the end of the first semester of school shall not receive insurance benefits until the following school year. Benefits shall begin on the 1st day of the month following the month of employment. Teachers receiving health and dental insurance benefits shall be provided the option of purchasing coverage for their spouses and children at their expense. Benefits shall terminate at the end of the month that payment is made for the balance of wages or salary due following termination of employment.
- B. The District shall provide a life insurance benefit for each teacher eligible for health insurance. The Board of Education shall approve the amount of life insurance coverage. Employees may purchase life insurance for their spouses and children as permitted by the insurance company.
- C. The District shall provide a cafeteria plan in keeping with federal law.
- D. The District shall pay PERA and FICA for each teacher as required by law.
- E. Each teacher shall be provided leave as described in Policy 304.

ARTICLE 7 TEACHER EXPENSE REIMBURSEMENTS

- A. Expense reimbursements shall only be made for conferences and meetings approved in advance by the appropriate school or District administrator. Out of state trips must be approved by the Superintendent. Fees for credit shall not be reimbursed.
- B. Approved mileage expenses for teachers assigned to more than one school and mileage expenses for approved conferences and meetings shall be reimbursed at a per mile rate established by the Board of Education. The teacher shall be responsible for listing mileage and submitting the reimbursement request to the Human Services Manager. No mileage reimbursements will be issued for requests covering mileage from a prior fiscal year.
- C. The actual cost incurred for meals while a teacher is attending an approved conference or meeting shall be reimbursed within limits established by the Board of Education. Lodging for conferences will be paid directly to the hotel whenever possible. Teachers shall be reimbursed when payment must be made after arrival at the hotel.

ARTICLE 8 TEACHER FREE ADMISSIONS

- A. Teachers shall be admitted free of charge to school sponsored activities except for events at which the Colorado High School Activities Association requires fees of all attendees.

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ARTICLE 9 TEACHER INDUCTION PROGRAM

- A. The District shall provide an induction program for the professional development of staff with initial licenses. The program shall include ongoing professional development and training, mentoring, and performance evaluations. The program content shall cover:
1. District organization, policies, and procedures
 2. School rules and practices
 3. Professional standards, responsibilities, roles, expectations, ethics
 4. Classroom management
 5. Research based instructional best practices
 6. District standards, curricula and assessments.
- B. A mentor shall be selected for each inductee to model the professionalism of the teaching staff employed by the District.
- C. Each inductee shall have a Professional Growth Plan that addresses Colorado's Professional Educator Standards and evidence that he/she is meeting or exceeding these standards including information and evaluations by the mentor and principal.
- D. The Principal shall make a recommendation to the Superintendent regarding the completion of the induction program. The Superintendent shall be responsible for recommending the inductee to the State for a professional license.
- E. Nothing in this policy or in the induction program shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment. A favorable recommendation that a provisional teacher receive a professional teaching license at the conclusion of the induction program is a decision separate and distinct from any decision about continued employment in the District. All employment decisions remain within the sole and continuing discretion of the Board of Education.

ARTICLE 10 TEACHER PROFESSIONAL GROWTH

- A. The District shall provide or make available professional growth activities for teachers to facilitate attainment of school and District Plans and to enhance each teacher's skills and effectiveness.
- B. Professional growth activities may include conferences, seminars, workshops, courses, release time for visits to other classrooms, departments, or schools, professional meetings and hiring of consultants. Administrators are authorized to approve release time for these activities as well as fee and expense reimbursements.
- C. Each teacher shall have a Professional Growth Plan that identifies professional growth goals and activities to be undertaken to attain the goals.

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ARTICLE 11 TEACHER COMPLAINTS

- A. A teacher who has a complaint about an established school or District practice or regulation, a complaint that a practice or regulation has not been followed or a complaint about an employee should discuss the complaint with his/her Principal. If the teacher feels that the complaint has not been adequately addressed he/she may request a meeting with the Superintendent to discuss the matter.
- B. The Principal or Superintendent hearing the complaint may request that the teacher summarize the issue in writing. When this occurs, the teacher shall receive a written response no later than 10 workdays from the date of receipt of the written complaint.
- C. No reprisals of any kind will be taken by administrators or by the Board of Education against any teacher expressing a complaint as described in paragraphs A and B in this Article.

ARTICLE 12 TEACHER GRIEVANCES

- A. The term “grievance” shall mean a formal complaint expressed in writing by a teacher that there has been a violation or misinterpretation of an adopted Board of Education policy.
- B. A grievance may be filed by following the established Grievance Process. A copy of the Process may be obtained from the Principal or the Human Resources Manager.
- C. No reprisals of any kind will be taken by administrators or by the Board of Education against a teacher expressing a grievance as described in paragraphs A and B in this Article.

ARTICLE 13 TEACHER EVALUATION

- A. The Board shall adopt a written performance evaluation system to evaluate the performance of teachers. In developing the performance evaluation system, the Board shall consult with administrators, principals, teachers, parents, and the advisory school district personnel performance evaluation council. The performance evaluation system shall address all of the performance standards established in accordance with state law.
- B. The performance evaluation system shall serve as the basis for the improvement of instruction, shall enhance the implementation of curricular programs, and shall measure professional growth and development and level of performance for teachers. The performance evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal of unsatisfactory performance.
- C. The performance evaluation system shall comply with all applicable statutory requirements, including the Licensed Personnel Performance Evaluation Act, C.R.S. §§ 22-9-101 et seq.

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Adopted 09/12/11.

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ARTICLE 14 TEACHER RESIGNATION/RETIREMENT

- A. In accordance with state statutes, a teacher or licensed administrator may cancel a contract prior to the beginning of an academic year by giving written notice no later than 30 days prior to the start of the academic year, during an academic year by giving at least 30 days written notice, or at any time by mutual agreement with the Board of Education.
- B. A teacher shall be deemed to be retired on the last date of the month prior to the month when the first Public Employee Retirement Association (PERA) retirement benefit will be received (e.g. May 31 when the retiree will receive a PERA benefit payment in June). Unused personal leave days shall be paid in keeping with provisions of Policy 304, Article 1. Insurance benefits shall terminate no later than 30 days past the final pay date.
- C. A former teacher may work in the District after retirement in keeping with state statutes and PERA regulations. Such statutes and regulations take precedence over provisions of this policy if there is a conflict or inconsistent provision or requirement. Former employees seeking post-retirement employment are responsible for ensuring that their employment complies with such statutes and regulations. The following provisions apply:
1. The teacher may not exceed days or hours as limited by PERA regulations and/or state statutes.
 2. The teacher shall not be entitled to the benefit of any District policies or administrative regulations and procedures relating to evaluation, compensation not set forth in the employment contract, performance pay, benefits not set forth in this policy, grievances, due process, leave, or seniority.
 3. The teacher shall not be entitled to rights or benefits relating to notice of contract renewal, grounds for dismissal, procedures for dismissal, transfer or compensation as provided under the Teacher Employment, Compensation and Dismissal Act (C.R.S. 22-63-110 et seq.).
 4. A retired teacher returning to work within 60 days of his/her retirement shall be placed on the salary schedule at the step and educational level at which he/she was placed at the time of retirement. He/she shall be provided opportunity to receive insurance benefits provided other teachers, but not obligated to do so if he/she has other coverage. No personal leave days shall be earned or accrued. However, the employee may elect to retain up to 10 days of previously accumulated personal leave if the District is notified of this decision prior to the final payroll date for the previous school year. A retiree who returns to work with a break in service of 60 days or more shall be paid at his/her educational level at a maximum of step 7 on the salary schedule.
 5. When a retired teacher returns to work on a part-time basis, his/her pay shall be calculated by determining total contract hours to be worked and dividing those hours by the number of full-time hours. The resulting percentage is to be used to calculate the

References:

C.R.S. 22-2-119 Duty to make inquiries prior to hiring
C.R.S. 22-9-106 Reduction in Force
C.R.S. 22-32-109(1)(f) Employ Personnel to Carryout Educational Program
C.R.S. 22-32-109.1(8) Employee Screenings
C.R.S. 22-32-109.7 Board of Education Duties – Employment of Personnel
C.R.S. 22-32-109.8 Non-licensed fingerprinting; Prohibition for Failing to Comply
C.R.S. 22-32-109.9 Licensed Personnel Submittal of Fingerprints
C.R.S. 22-32-126 Principals Employment and Authority
C.R.S. 22-34-301 et seq. Colorado Civil Rights Division Procedures
C.R.S. 22-34-402 et seq. Discriminatory or unfair employment practices
C.R.S. 22-60.5-111 (6) Colorado Educator Licensing Act – Substitute Authorization
C.R.S. 22-63-101 et. Seq. Teacher Employment, Compensation and Dismissal Act
C.R.S. 22-63-202 Employment Contracts
C.R.S. 22-63-206 Transfers-Compensation
C.R.S. 22-63-401 et seq. Teacher Salaries
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- teacher's salary. Unless specified by contract, no insurance benefits shall be provided by the District for part-time teaching except that a teacher returning to work within 60 days of retirement may continue his/her insurance through the District with a contribution from the District at the same percentage used to calculate the teacher's salary.
7. A retiree returning to work as a substitute or to work in a temporary assignment shall be paid in keeping with temporary/substitute schedules and not eligible for leave or insurance benefits.

ARTICLE 15 PROBATIONARY TEACHER CONTRACT NON-RENEWAL

- A. Non-renewal is a process by which the Board of Education, in keeping with State law, implements its decision not to re-employ a probationary teacher following expiration of a one-year contract.
 1. The Board shall make non-renewal decisions prior to June 1 of each year for currently employed probationary teachers. All probationary teachers to be non-renewed shall be given written notice on or before June 1 of the academic year during which the teacher is employed. A probationary teacher who does not receive this notice shall automatically be re-employed for the following school year.
 2. Probationary teachers' contracts may be non-renewed, based upon the Superintendent's recommendation, for any reason(s) as long as the reason(s) is not based on the teacher's exercise of a constitutional right and does not violate the teacher's civil rights.

ARTICLE 16 TEACHER REDUCTION IN FORCE

- A. A justifiable reduction in the number of teaching positions occurs when the Board determines that a fiscal exigency exists and/or program change is to be made that requires cancellation of one or more teacher contracts. Any cancellation of a teacher's employment contract shall be made in accordance with this Reduction in Force Policy. This policy does not apply to teacher dismissals, non-renewals or other personnel actions.
 1. "Cancellation of employment" means the cessation of employment of a teacher during the term of the teacher's contract due to a fiscal exigency and/or program change.
 2. "Fiscal exigency" means any significant decline in the Board's ability to fund the operations of the District as a result of a decline in student enrollment, restrictions on revenues, increased costs or any other action, event or condition that may cause the District's current or projected budget to be insufficient to adequately meet the District's current or projected needs. A fiscal exigency may exist based solely upon current revenue and expenditure projections.

References:

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C.R.S. 22-9-106 Reduction in Force
C.R.S. 22-32-109(1)(f) Employ Personnel to Carryout Educational Program
C.R.S. 22-32-109.1(8) Employee Screenings
C.R.S. 22-32-109.7 Board of Education Duties – Employment of Personnel
C.R.S. 22-32-109.8 Non-licensed fingerprinting; Prohibition for Failing to Comply
C.R.S. 22-32-109.9 Licensed Personnel Submittal of Fingerprints
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3. “Program Change” means the elimination, curtailment or reorganization of curriculum, programs or operations, or a reorganization or consolidation of two or more individual schools. A program change may or may not be related to a fiscal exigency.
- B. If the Board determines that a fiscal exigency exists and/or program change is to be made and such determination may require the cancellation of employment of one or more teachers, it shall adopt a statement that reasonably identifies the fiscal exigency and/or program change and reasons therefore. The Board shall establish the actual number of teacher contracts to be canceled or the amount of teacher salaries and benefits to be reduced consistent with the Board’s authority to establish educational programs within the District. The Board shall notify the Superintendent of its statement.
- C. Within 30 days after receiving the Board’s statement, the Superintendent shall submit to the Board recommendations of the cancellation of employment of particular teachers. In making these recommendations, the Superintendent shall not be limited to considering only the teachers in the areas(s) or program(s) designated by the Board in its adopted statement.
- D. The Superintendent shall consider performance evaluations made in accordance with Section 22-9-106, C.R.S. as a significant factor in determining which employment contracts to cancel as a result of a the decrease in teaching positions. The Superintendent may consider the probationary and non-probationary status and the number of years a teacher has been teaching in the school district, but only after consideration of the teacher’s performance. The Superintendent also may consider the following factors in recommending a teacher for cancellation of employment:
 1. The needs of the District;
 2. Professional experience including experience as an administrator;
 3. Education;
 4. Length of service;
 5. Merit.
- E. The Board shall either accept or reject the Superintendent’s recommendations for cancellation of employment of particular teachers. If the Board intends to consider the cancellation of employment of any teacher, it shall cause written notice to be given to each teacher whose contract might be considered by the Board for cancellation. The Board shall not be limited to considering only those teachers listed in the Superintendent’s recommendations. The written notice shall include a copy of the Board’s statement (see C above), a copy of that portion of the Superintendent’s recommendations for cancellation of teacher contracts that pertains to the teacher receiving the notice, and a copy of this policy. Notice shall be served upon the teacher personally or by certified or registered mail to the teacher’s address as it appears in District records.
- F. Within 10 days after receiving notice from the Board, the teacher may request a hearing. The request must be in writing and addressed to the President of the Board. It must specify the grounds on which the teacher relies and include a short statement of facts that he/she

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believes support the contention. More than one case may be heard at the same time. The hearing may be held by the Board or by a hearing officer selected by the Board.

- G. The hearing shall be limited to the following issues:
1. Was a rational basis for the Board's determination that a fiscal exigency exists and/or that a program change was necessary or appropriate?
 2. Was the cancellation procedure arbitrary or capricious?
 3. Was the decision to cancel the employment of the teacher arbitrary or capricious?
- H. The Board shall consider the teacher's request for hearing, and if it determines grounds exist based on the issues listed above (paragraph H), shall notify the teacher of the denial of a hearing or shall schedule a hearing to be held within 15 days after the request is received. The teacher shall be given at least seven days' notice of the hearing.
- I. The hearing shall be conducted informally and, upon request of either party, in private. The teacher may be represented by counsel. The District shall have no obligation to pay for the service or counsel representing the teacher. A recorded transcription of the proceeding shall be made and maintained and copies of the transcript shall be made available at the expense of the party who makes the request. Unless otherwise mutually agreed, the hearing shall begin with the teacher's presentation, limited to those grounds specified in the request and supported by testimonial and documentary evidence. The Superintendent, designee or the District's counsel may then present testimonial and documentary evidence in rebuttal of the teacher's contentions or support of the decision to cancel the teacher's employment contract. The Board or hearing officer may establish other procedural rules as appropriate.
- J. After the District completes its presentation, the Board shall consider the matter. When there is a hearing officer, he/she may take the matter under advisement. The hearing officer shall make written findings of fact and conclusions as to the issues raised and shall forward these findings and conclusions to the teacher and to the Board with 15 days after the close of the hearing. If the hearing was conducted by a hearing officer, the Board shall be bound by the hearing officer's findings of fact as long as there is support in the record for such findings. Conclusions drawn from those findings will not be binding upon the Board.
- K. The Board shall act on the hearing officer's finding and conclusions at its next regular meeting following receipt of the findings and conclusions or at a special meeting called for that purpose. If the Board determines that the teacher's contention has not been established, it will notify the teacher and Superintendent in writing. Such a determination constitutes the official action of the Board to cancel the teacher's employment contract effective immediately or at a later date if such later date is specified in the Board action. If the Board determines that the teacher's contention has been established, it may include a decision not to cancel the teacher's contract.

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ARTICLE 17 TEACHER DISMISSAL FROM EMPLOYMENT

- A. Dismissal of teachers from employment shall only occur in keeping with the provisions of Colorado's Teacher Employment, Compensation and Dismissal statute – C.R.S. 22-63-101 et seq.
- B. Upon a request from a school district or a school concerning a person applying for a position as a teacher, District Administrators may disclose to the requesting school district or school the reason or reasons why a teacher left employment. 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 Conduct Code may be disclosed. Information disclosed as specified in this paragraph may 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.

References:

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C.R.S. 22-9-106 Reduction in Force
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