

TEACHER EMPLOYMENT,
COMPENSATION, AND DISMISSAL ACT

PART 1

GENERAL PROVISIONS

22-63-101. Short title.

This article shall be known and may be cited as the "Teacher Employment, Compensation, and Dismissal Act of 1990".

22-63-102. Legislative declaration.

The general assembly hereby finds and declares that this article is enacted to ensure that the educational system of the state of Colorado is being served by the best teachers available while at the same time allowing such teachers the academic freedom necessary to provide the best education possible to the children of this state.

22-63-103. Definitions.

As used in this article, unless the context otherwise requires:

(1) "Academic year" means that portion of the school year during which the public schools of a school district are in regular session, beginning about the first week in September and ending about the first week in June next following.

(1.5) "Administrator" means any person who administers, directs, or supervises the education instructional program, or a portion thereof, in any school or school district in the state and who is not the chief executive officer or an assistant chief executive officer of such school.

(2) "Alternative year program" means an academic year meeting the minimum hours required in section [22-32-109](#) (1) (n) and which is in session for a period of time other than the standard academic year.

(3) "Board" means the board of education of a school district.

(4) "Dismissal" means the involuntary termination of employment of a teacher for any reason other than a justifiable decrease in teaching positions.

(5) "Nonrenewal" means the involuntary termination of employment of a probationary teacher by a board at the expiration of a specific contractual period.

(6) "Part-time teacher" means a teacher who normally performs services as an employee of a school in an amount of time less than four hours during each regular school day.

(7) "Probationary teacher" means a teacher who has not completed three consecutive years of demonstrated effectiveness or a nonprobationary teacher who has had two consecutive years of demonstrated ineffectiveness, as defined by rule adopted by the general assembly pursuant to section [22-9-105.5](#).

(8) "School district" means a school district organized and existing pursuant to law.

(9) "School year" means July 1 through June 30 next following.

(10) "Substitute teacher" means a teacher who normally performs services as an employee of a school 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 in which the teacher is employed during an academic year. "Substitute teacher" also means an itinerant teacher who, as an employee of a school district, normally performs services on a day-to-day or similar short-term basis during an academic year as a replacement teacher for a nonprobationary teacher employed pursuant to section [22-63-202](#), a probationary teacher employed pursuant to section [22-63-203](#), or a part-time teacher while the nonprobationary, probationary, or part-time teacher is absent or otherwise unavailable. "Substitute teacher" does not include any nonprobationary or probationary teacher who is assigned as a permanent substitute teacher within a school district.

(11) "Teacher" means any person who holds a teacher's license issued pursuant to the provisions of article 60.5 of this title and who is employed to instruct, direct, or supervise the instructional program. "Teacher" does not include those persons holding authorizations and the chief administrative officer of any school district.

PART 2

EMPLOYMENT

22-63-201. Employment – license required – exception.

(1) Except as otherwise provided in subsection (2) of this section, the board of a school district shall not enter into an employment contract with any person as a teacher, except in a junior college district or in an adult education program, unless such person holds an initial or a professional teacher's license or authorization issued pursuant to the provisions of article 60.5 of this title.

(2) (a) The general assembly hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school district. To facilitate the employment of these persons and comply with the requirements of federal law, the general assembly has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to be a highly qualified teacher. The general assembly strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school district.

(b) A school district may hire a person who holds an alternative teacher license to teach as an alternative teacher pursuant to an alternative teacher contract as described in section [22-60.5-207](#).

(3) The board of a school district may enter into an employment contract with any person to serve as an administrator based upon qualifications set by the board of the school district. Nothing in this article shall be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title.

22-63-202. Employment contracts – contracts to be in writing – duration – damage provision – repeal.

(1) Except for a part-time or substitute teacher, every employment contract entered into by any teacher or chief administrative officer for the performance of services for a school district shall be in writing.

(2) (a) A teacher or chief administrative officer and the board may mutually agree to terminate the teacher's or chief administrative officer's employment contract at any time.

(b) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall not terminate his or her employment contract with the board without the agreement of the board unless:

(I) If the teacher or chief administrative officer intends to terminate his or her employment contract for the succeeding academic year, the teacher or chief administrative officer gives written notice to the board of his or her intent no later than thirty days prior to the commencement of the succeeding academic year or, if a school district operates an alternative year program, not less than thirty days before the commencement of services under the employment contract; or

(II) If the teacher or chief administrative officer intends to terminate his or her employment contract for the current academic year after the beginning of the academic year, the teacher or chief administrative officer shall give written notice to the board of his or her intent at least thirty days prior to the date that the teacher or chief administrative officer intends to stop performing the services required by the employment contract.

(b.5) Each employment contract executed pursuant to this section shall contain a provision stating that a teacher or chief administrative officer shall accept the terms of the employment contract for the succeeding academic year within thirty days of receipt of the contract, unless the teacher or chief administrative officer and the district have reached an alternative agreement. If a teacher or chief administrative officer does not accept the terms of the employment contract within thirty days of receipt, the district shall be authorized to open the position to additional candidates.

(c) Each employment contract executed pursuant to this section shall contain a damages provision whereby a teacher or chief administrative officer who violates the provision required by paragraph (b) of this subsection (2) without good cause shall agree to pay damages to the school district, and the board thereof shall be authorized to collect or withhold damages from compensation due or payable to the teacher or chief administrative officer, in an amount equal to the lessor of:

(I) The ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer; or

(II) One-twelfth of the annual salary specified in the employment contract.

(c.5) (I) The general assembly finds that, for the fair evaluation of a principal based on the demonstrated effectiveness of his or her teachers, the principal needs the ability to select teachers who have demonstrated effectiveness and have demonstrated qualifications and teaching experience that support the instructional practices of his or her school. Therefore, each employment contract executed pursuant to this section shall contain a provision stating that a teacher may be assigned to a particular school only with the consent of the hiring principal and with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of his or her school.

(II) (A) Any active nonprobationary teacher who, during the prior school year, was deemed satisfactory, or was deemed effective in a district that has implemented a multi-tiered evaluation system and has identified ratings equivalent to effective, and has not secured a position through school-based hiring shall be a member of a

priority hiring pool, which priority hiring pool shall ensure the nonprobationary teacher a first opportunity to interview for available positions for which he or she is qualified in a school district.

(B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which committee shall develop such policies. Upon notice to the nonprobationary teacher, the department of human resources for the school district shall immediately provide the nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position.

(C) This subparagraph (II) is repealed, effective at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section [22-9-105.5](#) has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs.

(III) (A) Any active nonprobationary teacher who was deemed effective during the prior school year and has not secured a mutual consent placement shall be a member of a priority hiring pool, which priority hiring pool shall ensure the nonprobationary teacher a first opportunity to interview for a reasonable number of available positions for which he or she is qualified in the school district.

(B) When a determination is made that a nonprobationary teacher's services are no longer required for the reasons set forth in subparagraph (VII) of this paragraph (c.5), the nonprobationary teacher shall be notified of his or her removal from the school. In making decisions pursuant to this paragraph (c.5), a school district shall work with its local teachers association to develop policies for the local school board to adopt. If no teacher association exists in the school district, the school district shall create an eight-person committee consisting of four school district members and four teachers, which committee shall develop such policies. Upon notice to the nonprobationary teacher, the school district shall immediately provide the nonprobationary teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. An application for a vacancy shall be made to the principal of a listed school, with a copy of the application provided by the nonprobationary teacher to the school district. When a principal recommends appointment of a nonprobationary teacher applicant to a vacant position, the nonprobationary teacher shall be transferred to that position.

(C) This subparagraph (III) shall take effect at such time as the performance evaluation system based on quality standards established pursuant to this section and the rules promulgated by the state board pursuant to section [22-9-105.5](#) has completed the initial phase of implementation and has been implemented statewide. The commissioner shall provide notice of such implementation to the revisor of statutes on or before July 1, 2014, and each July 1 thereafter until statewide implementation occurs.

(IV) If a nonprobationary teacher is unable to secure a mutual consent assignment at a school of the school district after twelve months or two hiring cycles, whichever period is longer, the school district shall place the

teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment at a school of the school district while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave.

(V) Nothing in this section shall limit the ability of a school district to place a teacher in a twelve-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. Such an assignment shall not constitute an assignment through school-based hiring and shall not be deemed to interrupt the period in which the teacher is required to secure an assignment through school-based hiring before the district shall place the teacher on unpaid leave.

(VI) The provisions of this paragraph (c.5) may be waived in whole or in part for a renewable four-year period by the state board of education pursuant to section [22-2-117](#), provided that the local school board applying for the waiver, in conjunction with the superintendent and teachers association in a district that has an operating master employment contract, if applicable, demonstrates that the waiver is in the best interest of students enrolled in the school district, supports the equitable distribution of effective teachers, and will not result in placement other than by mutual consent of the teacher in a school district or public school that is required to implement a priority improvement plan or turnaround plan pursuant to article 11 of this title. Notwithstanding the provisions of this paragraph (c.5), a waiver shall not be granted for a request that extends the time for securing an assignment through school-based hiring for more than two years.

(VII) This paragraph (c.5) shall apply to any teacher who is displaced as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

(d) The department of education may suspend the license, endorsement, or authorization of a teacher or chief administrative officer who fails to provide the notice required by paragraph (b) of this subsection (2) and who abandons, fails, or refuses to perform required services pursuant to an employment contract, without good cause.

(3) A teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section [22-63-302](#) or may have his or her employment contract cancelled during the contractual period when there is a justifiable decrease in the number of teaching positions. The manner in which employment contracts will be cancelled when there is a justifiable decrease in the number of teaching positions shall be included in any contract between the board of education of the school district and school district employees or in an established policy of the board, which contract or policy shall include the criteria described in section [22-9-106](#) as significant factors in determining which employment contracts to cancel as a result of the decrease in teaching positions. Effective February 15, 2012, the contract or policy shall include consideration of probationary and nonprobationary status and the number of years a teacher has been teaching in the school district; except that these criteria may be considered only after the consideration of the criteria described in section [22-9-106](#) and only if the contract or policy is in the best interest of the students enrolled in the school district.

(4) (a) Notwithstanding the provisions of section [24-72-204](#) (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the requesting school district or school the reason or reasons why a teacher left employment with the original school district. Upon the specific request of a school district at which a teacher has applied for employment, a school district may disclose any pertinent performance record or disciplinary record of a teacher that

specifically relates to any negligent action of the teacher that was found to have endangered the safety and security of a student or any disciplinary record that relates to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher.

(b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district or from disclosing to another school district any of the teacher's disciplinary or performance records pursuant to paragraph (a) of this subsection (4).

22-63-203. Probationary teachers – renewal and nonrenewal of employment contract – repeal.

(1) (a) Except as provided for in paragraph (b) of this subsection (1), the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been reemployed for the fourth year, except as provided for in paragraph (a.5) of subsection (4) of this section. This paragraph (a) is repealed, effective July 1, 2014.

(b) For any school district that has implemented the performance evaluation system based on quality standards pursuant to section [22-9-106](#) and the rules adopted by the state board pursuant to section [22-9-105.5](#), the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been granted nonprobationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment.

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

(b) For purposes of paragraph (a) of this subsection (2):

(I) A probationary teacher who is employed as a teacher in an alternative year program is deemed to be employed on a full-time basis during a school year if he performs services for at least the minimum period during which a pupil must be enrolled in any twelve-month period. The employment of any such probationary teacher as a teacher in such an alternative year program for such minimum period in successive twelve-month periods shall be deemed continuous.

(II) A probationary teacher who is employed after the first day of the academic year is deemed to be employed for a full school year if the period of continuous and uninterrupted employment during that year includes the last one hundred twenty school days of the academic year.

(III) The three consecutive school years of demonstrated effectiveness and continuous employment required for the probationary period shall not be deemed to be interrupted by the temporary illness of a probationary teacher. A leave of absence approved by the board of a school district or a military leave of absence pursuant to article [3](#) of title [28](#), C.R.S., shall not be considered to be an interruption of the consecutive years of demonstrated effectiveness and continuous employment required for the probationary period, but the time of such leaves of absence shall not be included in computing the required probationary period.

(IV) The three consecutive school years of demonstrated effectiveness and continuous employment required for the probationary period shall not be deemed to be interrupted by the acceptance by a probationary teacher of the position of chief administrative officer in said school district, but the period of time during which such teacher serves in such capacity shall not be included in computing said probationary period.

(3) A probationary teacher employed by a school district on a full-time basis shall be deemed to be reemployed for the succeeding academic year at the salary that the probationary teacher would be entitled to receive under the general salary schedule, the teacher salary policy, or the combination schedule and policy, whichever is appropriate, unless the board causes written notice to the contrary to be given to said teacher on or before June 1 of the academic year during which said teacher is employed. Such teacher shall be presumed to have accepted such employment for the succeeding academic year unless said teacher causes written notice to the contrary to be given to the board no later than thirty days prior to the commencement of the succeeding academic year.

(4) (a) The chief administrative officer of the employing school district may recommend that the board not renew the employment contract of a probationary teacher for any reason he deems sufficient. If the board, based upon such recommendation, does not renew the employment contract of a probationary teacher, such teacher shall be given a written notice of contract nonrenewal.

(a.5) (I) Beginning with the 2010-11 school year, an employing school district may opt to renew the teacher's contract on either a probationary or nonprobationary status or to not renew the contract of a probationary teacher who has completed his or her third year of employment. This paragraph (a.5) shall be repealed after the performance evaluation system based on quality standards has been implemented pursuant to section [22-9-105.5](#).

(II) A probationary teacher who is deemed to be performing satisfactorily in any of school years 2010-11, 2011-12, and 2012-13 shall, for purposes of article 9 of this title, be deemed to have performed effectively during the same school year or years. Beginning with the 2013-14 school year, all teachers shall be evaluated in accordance with the new performance evaluation system that is based on measures of effectiveness; however, a school district may extend the probationary status of a teacher who has three consecutive satisfactory ratings as of July 1, 2013, by no more than one year.

(b) (I) A probationary teacher who is given a written notice of contract nonrenewal may request, and, if requested, shall receive, the reasons for nonrenewal from the chief administrative officer of the employing school district.

(II) It is the intent of the general assembly that the provision to a probationary teacher of the reasons for contract nonrenewal not create any property right or contract right, express or implied. However, a board may, but shall not be required to, agree by contract or school district policy to make the reasons for nonrenewal a grievance.

(5) A probationary teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section [22-63-302](#).

able action. If a state appellate court or a federal court determines that such a property right has been created and the time for all appeals has passed, this paragraph (b) shall be repealed. The court making such a determination shall be required to transmit a copy of the court's decision to the revisor of statutes. The effective date of the repeal of this paragraph (b) shall be the date the revisor of statutes receives notice from the court that such decision has been made and that the time for all appeals has passed.

(6) (a) Notwithstanding the provisions of section [24-72-204](#) (3) (a), C.R.S., upon a request from a school district or a school concerning a person applying for a position as a teacher, a school district may disclose to the

requesting school district or school the reason or reasons why a teacher left employment with the original school district. The information disclosed pursuant to this paragraph (a) shall only be disclosed to personnel authorized to review the personnel file in the school district or school and to the person applying for a position as a teacher.

(b) No employment contract executed pursuant to this section shall contain a provision that restricts or prohibits a school district from disclosing to another school district or school the reason or reasons why a teacher left employment with the original school district.

22-63-203.5. Nonprobationary portability.

Beginning with the 2014-15 school year, a nonprobationary teacher, except for a nonprobationary teacher who has had two consecutive performance evaluations with an ineffective rating, who is employed by a school district and is subsequently hired by a different school district may provide to the hiring school district evidence of his or her student academic growth data and performance evaluations for the prior two years for the purposes of retaining nonprobationary status. If, upon providing such data, the nonprobationary teacher can show two consecutive performance evaluations with effectiveness ratings in good standing, he or she shall be granted nonprobationary status in the hiring school district.

22-63-204. Interest prohibited.

(1) It is unlawful for any teacher of a school district to take or receive any part or portion of moneys from the sale, proceeds, profit, or items in lieu thereof of any book, musical instrument, school supplies, school apparatus, or other materials, including custodial, office, and athletic supplies, sold to a minor, or the parent or guardian of any such minor, enrolled in the school where such teacher is performing services, or which may be sold to said school district; but it shall not be unlawful for a teacher to receive a part or portion of moneys from the sale, proceeds, profit, or items in lieu thereof if such teacher first obtains the written consent of the employing board.

(2) Any teacher who violates the provisions of subsection (1) of this section is, upon determination thereof, subject to the revocation of the teacher's license or authorization as provided in section [22-60.5-108](#).

22-63-205. Exchange of teachers – exchange educator interim authorization.

(1) The board of a school district has authority to provide for the exchange of teachers with a school district in this state or in another state or with a foreign government or agency thereof. The department of education and boards are authorized and urged to effect such exchanges to achieve the goal of equal educational opportunity within Colorado, and they are further authorized to cooperate with appropriate federal agencies involved in such exchange programs. The department of education shall create an exchange educator interim authorization for qualified exchange educators pursuant to section [22-60.5-111](#).

(2) The salary of the teacher exchanged may be paid by the school district which authorized the exchange and, if so, said teacher shall be paid at not less than the rate to which he would otherwise be entitled had he performed services in said school district. A teacher exchanged pursuant to this section shall be deemed, during the period of exchange, to be in the employ of the school district which authorized the exchange, and such teacher shall be subject to the provisions and benefits of retirement, insurance, and workers' compensation as if performing services within said school district.

22-63-206. Transfer – compensation.

(1) A teacher may be transferred upon the recommendation of the chief administrative officer of a school

district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which he or she is not qualified by virtue of academic preparation and certification and if, during the then current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or nonmembership in any group or organization.

(2) Notwithstanding the provisions of subsection (1) of this section, a teacher who has been occupying an administrative position may be assigned to another position for which he or she is qualified if a vacancy exists in such position, and, if so assigned, with a salary corresponding to the position. If the school district has adopted a general salary schedule or a combination salary schedule and policy, the board may consider the years of service accumulated while the teacher was occupying the administrative position when the board determines where to place the teacher on the schedule for the assigned position.

(3) Notwithstanding the provisions of subsection (1) of this section, the salary of a teacher who has received additional compensation for the performance of additional duties may be reduced if said teacher has been relieved of such additional duties.

(4) A teacher may enter into an agreement for an economic work-learn program leave of absence with a board of education that shall not affect the teacher's employment status, position on the salary schedule if the school district has adopted a general salary schedule or combination salary schedule and policy, or insurance and retirement benefits.

(5) Nothing in this section shall be construed as requiring a receiving school to involuntarily accept the transfer of a teacher. All transfers to positions at other schools of the school district shall require the consent of the receiving school.

PART 3

DISMISSAL

22-63-301. Grounds for dismissal.

A teacher may be dismissed for physical or mental disability, incompetency, neglect of duty, immorality, unsatisfactory performance, insubordination, the conviction of a felony or the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence for a felony, or other good and just cause. No teacher shall be dismissed for temporary illness, leave of absence previously approved by the board, or military leave of absence pursuant to article [3](#) of title [28](#), C.R.S.

22-63-302. Procedure for dismissal – judicial review.

(1) Except as otherwise provided in subsection (11) of this section, a teacher shall be dismissed in the manner prescribed by subsections (2) to (10) of this section.

(2) The chief administrative officer of the employing school district may recommend that the board dismiss a teacher based upon one or more of the grounds stated in section [22-63-301](#). If such a recommendation is made to the board, the chief administrative officer, within three days after the board meeting at which the recommendation is made, shall mail a written notice of intent to dismiss to the teacher. The notice of intent to dismiss shall include a copy of the reasons for dismissal, a copy of this article, and all exhibits which the chief administrative officer intends to submit in support of his or her prima facie case against the teacher including a list of witnesses to be called by the chief administrative officer, addresses and telephone numbers of the witnesses, and all pertinent documentation in the possession of the chief administrative officer relative to the

circumstances surrounding the charges. Additional witnesses and exhibits in support of the chief administrative officer's prima facie case may be added as provided in subsection (6) of this section. The notice and copy of the charges shall be sent by certified mail to said teacher at his or her address last known to the secretary of the board. The notice shall advise the teacher of his or her rights and the procedures under this section.

(3) If a teacher objects to the grounds given for the dismissal, the teacher may file with the chief administrative officer a written notice of objection and a request for a hearing. Such written notice shall be filed within five working days after receipt by the teacher of the notice of dismissal. If the teacher fails to file the written notice within said time, such failure shall be deemed to be a waiver of the right to a hearing and the dismissal shall be final; except that the board of education may grant a hearing upon a determination that the failure to file written notice for a hearing was due to good cause. If the teacher files a written notice of objection, the teacher shall continue to receive regular compensation from the time the board received the dismissal recommendation from the chief administrative officer pursuant to subsection (2) of this section until the board acts on the hearing officer's recommendation pursuant to subsection (9) of this section, but in no event beyond one hundred days; except that the teacher shall not receive regular compensation upon being charged criminally with an offense for which a license, certificate, endorsement, or authorization is required to be denied, annulled, suspended, or revoked due to a conviction, pursuant to section [22-60.5-107](#) (2.5) or (2.6). If the final disposition of the case does not result in a conviction and the teacher has not been dismissed pursuant to the provisions of this section, the board shall reinstate the teacher, effective as of the date of the final disposition of the case. Within ten days after the reinstatement, the board shall provide the teacher with back pay and lost benefits and shall restore lost service credit.

(4) (a) If the teacher requests a hearing, it shall be conducted before an impartial hearing officer selected jointly by the teacher and the chief administrative officer. The hearing officer shall be selected no later than five working days following the receipt by the chief administrative officer of the teacher's written notice of objection. If the teacher and the chief administrative officer fail to agree on the selection of a hearing officer, they shall request assignment of an administrative law judge by the department of personnel to act as the hearing officer.

(b) Hearing officers shall be impartial individuals with experience in the conducting of hearings and with experience in labor or employment matters.

(c) Expenses of the hearing officer shall be paid from funds of the school district.

(5) (a) Within three working days after selection, the hearing officer shall set the date of the prehearing conference and the date of the hearing, which shall commence within the following thirty days. The hearing officer shall give the teacher and the chief administrative officer written notice of the dates for the prehearing conference and for the hearing including the time and the place therefor.

(b) One of the purposes of the prehearing conference shall be to limit, to the extent possible, the amount of evidence to be presented at the hearing.

(c) The parties and their counsel shall be required to attend the prehearing conference with the hearing officer.

(6) (a) Within ten days after selection of the hearing officer, the teacher shall provide to the chief administrative officer a copy of all exhibits to be presented at the hearing and a list of all witnesses to be called, including the addresses and telephone numbers of the witnesses. Within seven days after the teacher submits his or her exhibits and witness list, the chief administrative officer and the teacher may supplement their exhibits and witness lists. After completion of the seven-day period, additional witnesses and exhibits may not be added except upon a showing of good cause.

(b) Neither party shall be allowed to take depositions of the other party's witnesses or to submit interrogatories to the other party. The affidavit of a witness may be introduced into evidence if such witness is unavailable at the time of the hearing.

(7) (a) Hearings held pursuant to this section shall be open to the public unless either the teacher or the chief administrative officer requests a private hearing before the hearing officer, but no findings of fact or recommendations shall be adopted by the hearing officer in any private hearing. The procedures for the conduct of the hearing shall be informal, and rules of evidence shall not be strictly applied except as necessitated in the opinion of the hearing officer; except that the hearing officer shall comply with the Colorado rules of evidence in excluding hearsay testimony.

(b) The hearing officer may receive or reject evidence and testimony, administer oaths, and, if necessary, subpoena witnesses.

(c) At any hearing, the teacher has the right to appear in person with or without counsel, to be heard and to present testimony of witnesses and all evidence bearing upon his proposed dismissal, and to cross-examine witnesses. By entering an appearance on behalf of the teacher or the chief administrative officer, counsel agrees to be prepared to commence the hearing within the time limitations of this section and to proceed expeditiously once the hearing has begun. All school district records pertaining to the teacher shall be made available for the use of the hearing officer or the teacher.

(d) An audiotaped record shall be made of the hearing, and, if the teacher files an action for review pursuant to the provisions of subsection (10) of this section, the teacher and the school district shall share equally in the cost of transcribing the record; except that, if a party is awarded attorney fees and costs pursuant to paragraph (e) of subsection (10) of this section, that party shall be reimbursed for that party's share of the transcript costs by the party against whom attorney fees and costs were awarded.

(e) Any hearing held pursuant to the provisions of this section shall be completed within six working days after commencement, unless extended by the hearing officer on a showing of good cause, and neither party shall have more than three days to present its case in chief. Neither party may present more than ten witnesses at the hearing, except upon a showing of good cause.

(8) The chief administrative officer shall have the burden of proving that the recommendation for the dismissal of the teacher was for the reasons given in the notice of dismissal and that the dismissal was made in accordance with the provisions of this article. Where unsatisfactory performance is a ground for dismissal, the chief administrative officer shall establish that the teacher had been evaluated pursuant to the written system to evaluate licensed personnel adopted by the school district pursuant to section [22-9-106](#). The hearing officer shall review the evidence and testimony and make written findings of fact thereon. The hearing officer shall make only one of the two following recommendations: The teacher be dismissed or the teacher be retained. A recommendation to retain a teacher shall not include any conditions on retention. The findings of fact and the recommendation shall be issued by the hearing officer not later than twenty days after the conclusion of the hearing and shall be forwarded to said teacher and to the board.

(9) The board shall review the hearing officer's findings of fact and recommendation, and it shall enter its written order within twenty days after the date of the hearing officer's findings and recommendation. The board shall take one of the three following actions: The teacher be dismissed; the teacher be retained; or the teacher be placed on a one-year probation; but, if the board dismisses the teacher over the hearing officer's recommendation of retention, the board shall make a conclusion, giving its reasons therefor, which must be supported by the hearing officer's findings of fact, and such conclusion and reasons shall be included in its written order. The secretary of the board shall cause a copy of said order to be given immediately to the teacher and a copy to be entered into the teacher's local file.

(10) (a) If the board dismisses the teacher pursuant to the provisions of subsection (9) of this section, the teacher may file an action for review in the court of appeals in accordance with the provisions of this subsection (10), in which action the board shall be made the party defendant. Such action for review shall be heard in an expedited manner and shall be given precedence over all other civil cases, except cases arising under the "Workers' Compensation Act of Colorado", articles 40 to 47 of title [8](#), C.R.S., and cases arising under the "Colorado Employment Security Act", articles 70 to 82 of title [8](#), C.R.S.

(b) An action for review shall be commenced by the service of a copy of the petition upon the board of the school district and filing the same with the court of appeals within twenty days after the written order of dismissal made by the board. The petition shall state the grounds upon which the review is sought. After the filing of the action for review in the court of appeals, such action shall be conducted in the manner prescribed by rule 3.1 of the Colorado appellate rules.

(c) The action for review shall be based upon the record before the hearing officer. The court of appeals shall review such record to determine whether the action of the board was arbitrary or capricious or was legally impermissible.

(d) In the action for review, if the court of appeals finds a substantial irregularity or error made during the hearing before the hearing officer, the court may remand the case for further hearing

(e) Upon request of the teacher, if the teacher is ordered reinstated by the court of appeals, or upon request of the board, if the board's decision to dismiss the teacher is affirmed by the court of appeals, the court of appeals shall determine whether the nonprevailing party's appeal or defense on appeal lacked substantial justification. If the court of appeals determines that the nonprevailing party's appeal or defense on appeal lacked substantial justification, the court of appeals shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the court of appeals. Any judgment entered pursuant to this paragraph (e) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules

(f) Further appeal to the supreme court from a determination of the court of appeals may be made only upon a writ of certiorari issued in the discretion of the supreme court. Upon request of the teacher, if the teacher is ordered reinstated by the supreme court, or upon motion of the board, if the board's decision to dismiss is affirmed by the supreme court, the supreme court shall determine whether the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification. If the supreme court determines that the nonprevailing party's appeal or defense on appeal to the supreme court lacked substantial justification, the court shall determine the amount of and enter a judgment against the nonprevailing party for reasonable attorney fees and costs incurred on appeal to the supreme court. Any judgment entered pursuant to this paragraph (f) may be subject to stay as provided in rule 41.1 of the Colorado appellate rules.

(11) (a) The board of a school district may take immediate action to dismiss a teacher, without a hearing, notwithstanding subsections (2) to (10) of this section, pending the final outcome of judicial review or when the time for seeking review has elapsed, when the teacher is convicted, pleads nolo contendere, or receives a deferred sentence for:

(I) A violation of any law of this state or any counterpart municipal law of this state involving unlawful behavior pursuant to any of the following statutory provisions: Sections [18-3-305](#), [18-6-302](#), and [18-6-701](#), C.R.S., or section [18-6-301](#), C.R.S., or part 4 of article 3, part 4 of article 6, and part 4 of article [7](#) of title [18](#), C.R.S.; or

(II) A violation of any law of this state, any municipality of this state, or the United States involving the illegal sale of controlled substances, as defined in section [12-22-303](#) (7), C.R.S.

(b) A certified copy of the judgment of a court of competent jurisdiction of a conviction, the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence shall be conclusive evidence for the purposes of this subsection (11).

PART 3

COMPENSATION

22-63-401. Salary schedule – adoption – changes.

(1) The board of a school district shall adopt by resolution a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher, or a combination of the salary schedule and salary policy. Such salary schedule, salary policy, or combination schedule and policy shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year. The schedule, policy, or combination schedule and policy shall remain in effect until changed or modified by the board. All teachers employed by the district shall be subject to such salary schedule, policy, or combination schedule and policy.

(2) If a district chooses to adopt a salary schedule, the board shall place each teacher in the school district on the salary schedule at a level at least commensurate with, but not limited to, each teacher's education, prior experience, and experience in the district as provided in the salary schedule.

(3) The adopted salary schedule, policy, or combination schedule and policy shall not be changed or modified during the school year in a manner so as to reduce the salary of a teacher for such school year; but the reassignment of a teacher with a reduction in salary pursuant to section [22-63-206](#) (2) or (3) shall not be included within the limitations of this subsection (3).

(4) The salary or compensation of any teacher may be changed for any succeeding school year in accordance with the salary schedule, policy, or combination schedule and policy adopted by the employing board. There shall be no reduction in the salary of any classroom teacher unless there is a general reduction in the salaries of all teachers in the district according to the adopted salary schedule, policy, or combination schedule and policy.

(5) The trustee or trustees of a trust for the benefit of a teacher compensation system in a school district coterminous with a city and county shall manage and invest the funds and assets held in trust pursuant to the standards and other provisions for trustees set forth in the "Colorado Uniform Prudent Investor Act", article [1.1](#) of title [15](#), C.R.S.

22-63-402. Services – disbursements.

No order or warrant for the disbursement of school district moneys shall be drawn in favor of any person for services as a teacher, except for services performed for a junior college district or in an adult education program, unless the person holds a valid teacher's license or authorization from the department of education. Such license or authorization shall be duly registered in the administrative office of the school district wherein the services are to be rendered. A teacher shall hold a valid license or authorization during all periods of employment by a school district. A person who performs services as a teacher without possessing a valid teacher's license or authorization shall forfeit all claim to compensation out of school district moneys for the time during which services are performed without the license or authorization.

22-63-403. Payment of salaries.

Upon the termination of employment of a teacher prior to the end of the employment contract and prior to receiving all salary installments, said teacher is entitled to a pro rata share of the salary installments due and payable pursuant to said contract for the period during which no services are required to be performed, except as provided in section [22-63-202](#) (2).