



Agreement
between the

Aurora Public Schools Board of Education

and the

Aurora Education Association

July 1, 2011 – June 30, 2014
Aurora, Colorado

APS Board of Education

Amy Prince, President
Mary W. Lewis, Vice President
Jane F. Barber, Secretary
Peter Cukale, Treasurer
Jeanette S. Carmany, Director
Matthew L. Cook, Director
JulieMarie Sheperd, Director

APS Administrative Staff

John Barry, Superintendent of Schools
William Stuart, Deputy Superintendent
Barbara Cooper, Chief Equity & Engagement Officer
Georgia Duran, Chief Communication Officer
Lisa Escarcega, Chief Accountability & Research Officer
Kathleen Hostetler, District Legal Counsel
Damon Smith, Chief Personnel Officer
Tammy Clementi, Chief Academic Officer
Anthony Sturges, Chief Operations Officer
Darryl Foster, Chief Financial Officer

AEA Board of Directors

Amy Nichols, President
Vicki Reinhard, Vice President
Laura Henry, Secretary-Treasurer
Lee Ann Gott
Marie Hannon
Brian Hayenga
Laura Henry
Jim Keefe
Gwynn Moore
Camille Schiraldi
Wendy Waterman
Monica Wilbanks

Aurora Education Association is affiliated with the
Colorado Education Association and the
National Education Association

Spring 2011 Negotiation Teams

Board of Education Team

Kari Allen, Chief Personnel Officer
Jinger Haberer, Principal
Kathleen Hostetler, District Legal Counsel
Damon Smith, Director, Human Resources
James Scott, Principal
William Stuart, Chief Academic Officer
Tony Van Gytenbeek, Deputy Superintendent
Casey Wardynski, Chief Financial Officer

Aurora Education Association Team

Micki Amick, Teacher
Carla Burneson, Teacher
Brenna Isaacs, AEA President
Amy Nichols, Teacher
Frank O'Hara, UniServ Director
Vicki Reinhard, Teacher
Patrick Sandt, Teacher
Milton Stillwell, Teacher

Table of Contents

Agreement	4	Article 31 – Appointive & Elective Office Leave	37
Witnesseth	4	Article 32 – Leave Without Pay	38
Article 1 – Definitions	4	Article 33 – Special Leave	38
Article 2 – Recognition	6	Article 34 – Medical Examinations	39
Article 3 – Negotiations Procedures.....	6	Article 35 – Performance Evaluation	39
Article 4 – No Strikes	8	Article 36 – Employee Personnel Files.....	41
Article 5 – Board Rights	9	Article 37 – Discipline	42
Article 6 – District Policies.....	9	Article 38 – Teacher Protection	42
Article 7 – Teacher Rights	10	Article 39 – Instructional Advisory Meetings...	44
Article 8 – Association Privileges	10	Article 40 – Building Council.....	44
Article 9 – Dues Deductions.....	11	Article 41 – Leadership Teams.....	45
Article 10 – Association President & Leave Days	12	Article 42 – Admission to School Activities.....	45
Article 11 – Compensation.....	12	Article 43 – Grievance Procedures.....	46
Article 12 – Educational Advances	17	Article 44 – Pilot Schools.....	48
Article 13 – Teacher Duty Day & Teaching Hours.....	18	Article 45 – Foreign Teachers	53
Article 14 – Teaching Assignments.....	21	Article 46 – Savings.....	54
Article 15 – Teaching & Learning Conditions	21	Article 47 – Entire Agreement	55
Article 16 – Department Chairpersons.....	25	Article 48 – Term of Agreement	56
Article 17 – School Paraeducators.....	25	Appendix A – Teacher Salary Schedule.....	57
Article 18 – Teacher Transfers.....	26	Appendix B – Extracurricular Activities Salary Schedule .	59
Article 19 – Reduction In Force.....	28	Appendix C – Extra Pay For Extra Duty	60
Article 20 – Conference Release Time	30	Memorandum Of Understanding 10/8/12	61
Article 21 – Visitation Release Time	31	Senate Bill 10-191 Concerning Ensuring Quality Instruction Through Educator Effectiveness	
Article 22 – Leaves of Absence: General.....	31	Memorandum Of Understanding	62
Article 23 – Paid Leave	33	Teacher Duty Day & Teaching Hours	
Article 24 – Health Leave Bank.....	33	Memorandum Of Understanding	64
Article 25 – Parental Leave.....	34	Performance Evaluation & Senate Bill 10-191	
Article 26 – Bereavement Leave.....	35		
Article 27 – Workers’ Compensation Leave	35		
Article 28 – Jury Duty And Witness Leave	36		
Article 29 – Professional Leave	36		
Article 30 – Military Leave.....	37		

Agreement

THIS AGREEMENT is made and entered into between The Board Of Education of Joint School District No. 28J of the Counties of Adams and Arapahoe, also known as Aurora Public Schools, Aurora, Colorado (herein called the "Board"), and the Aurora Education Association, a 501(c)(3) Labor Organization, Aurora, Colorado (herein called the "Association").

Witnesseth

The parties recognize

1. That providing the best possible quality education for the students in the Aurora Public Schools is paramount and should always be promoted by the parties;
2. That the Board is the policy-forming body of the Aurora Public Schools and shall establish the policies governing the schools;
3. That the Association is an independent, nonprofit organization and is the recognized representative of certain professional employees;
4. That the Board delegates to its chief executive officer, the Superintendent of Schools, the authority to carry out the policies it has established;
5. That teachers, by their professional training, experience and involvement in the educational process, bring to problems a special degree of judgment that may be of value to the Board and the Superintendent;
6. That it is the Board's intention that the treatment afforded teachers shall be consistent with good professional practices and the preservation of the dignity of the individual.

NOW, THEREFORE, it is agreed:

Article 1 Definitions

As used in this Agreement, the following terms shall mean the following:

1. The term "Board" shall mean the Board of Education of Joint School District No. 28J of the Counties of Adams and Arapahoe Colorado.
2. The term "District" shall mean Joint School District No. 28J of the Counties of Adams and Arapahoe Colorado.
3. The terms "Office of the Superintendent," "Superintendent" and "Superintendent of Schools" shall mean the District's Superintendent of Schools or the Superintendent's designee.
4. The terms "administrative staff" and "administrator" shall mean those individuals employed by the Board of Education in management positions.
5. The term "Association" shall mean the Aurora Education Association.
6. The terms "teachers" and "teaching staff" shall mean and include all regularly assigned general instructional and/or subject-area classroom teachers of the District including content specialist, counselors, special education teachers, psychologists, social workers, nurses, regular part-time teachers, career and technical education teachers and teachers on special assignment.
7. The term "employee" shall mean those licensed personnel recognized as part of the unit for the purpose of this Agreement.

8. The term “regular part-time” shall mean those employees who have at least a half-time assignment (three and three-quarter hours or more of a duty day) but less than a full-time employee's assignment.
9. The term “limited part-time” shall mean those employees who have less than a half-time assignment (less than three and three-quarter hours of a duty day) with the District.
10. The term “student teacher” shall mean a student who takes increasing responsibility for the teaching, supervision and direction of a given group of learners in the pre-licensure exposure to the public schools leading to licensure while under the supervision of a regular employee designated by the chief personnel officer, Human Resources, as a supervising teacher.
11. The term “school year” shall mean the period of time from the opening of schools of the District in the last half of the calendar year through the closing of the schools in the first half of the next calendar year, but it shall not include the summer school session.
12. The term “school days” shall mean all days during the school year during which students are required to attend school.
13. The term “student school day” shall mean that period of time on a school day during which students are in attendance.
14. The term “teacher contract year” shall mean the period of time commencing on the first duty day in the last half of one calendar year and ending on the day before the first duty day in the last half of the next calendar year.
15. The term “duty days” shall mean all days during which employees are required to perform their assigned duties, which may include some days in the teacher contract year prior to the beginning or after the end of the school year and may include some days during the school year that are not school days.
16. The term “teacher duty day” shall mean that length of time on duty days during which employees are required to be present at school for the performance of assigned work.
17. The terms “elementary school” or “elementary level” shall mean those schools, employees and/or programs in grades kindergarten through five.
18. The term K-8 school refers to a school building site serving students in grades kindergarten through eighth grade.
19. The terms “middle school” or “middle school level” shall mean those schools, employees and/or programs in grades six, seven and eight.
20. The term “high school” shall mean those schools, employees and/or programs in grades nine through 12.
21. The terms “career and technical” shall mean those schools, employees and/or programs serving students under the direction of the Pickens Technical College.
22. The terms “postsecondary” or “career and technical adult” shall mean those schools, employees and/or programs under the area concept and under the direction of the Aurora Board of Education, and subject to rules and regulations of the State Board for Community Colleges and Occupational Education and other state boards and commissions governing career and technical programs.

Article 2 Recognition

1. The Board recognizes the Association as the exclusive representative of all teachers, including full-time and regular part-time career and technical teachers hired on contract, employed now or during the life of this Agreement (excluding administrators, substitute teachers, adult education teachers, summer school teachers, limited part-time teachers, and hourly postsecondary and/or adult career and technical teachers), in matters involving collective negotiations with respect to wages, hours and other conditions of employment affecting any personnel in the unit.
2. The exclusive recognition of the Association granted herein shall continue throughout the term of this Agreement; provided, however, that any employee or employee group may at any time during the months of January, February or March of the last year of this Agreement submit a petition to the Board signed by 30 percent of the employees requesting that an election be held to determine the organization, if any, that represents a majority of the employees. In such an event, a completely impartial and fair election shall be held to determine if a majority of the employees wish to be represented by the Association, another organization or no organization. The group seeking the election shall pay 50 percent of the cost of the election and the Board of Education shall pay 50 percent of the cost of the election. Such election shall be conducted within 30 days by the American Arbitration Association, unless otherwise mutually agreed by the Board and the Association. A majority of employees voting in said election shall constitute a majority for the purpose of determining recognition. If recognition is lost pursuant to the procedures described above before the expiration of the term of this Agreement, this Agreement shall expire as of the date recognition is lost.
3. The parties agree that neither shall discriminate against any employee because of membership or non-membership or participation or nonparticipation in the activities of the Association or any other employee organization. Further, the Association, its officers and members agree not to harass, intimidate or coerce any employee concerning membership or non-membership in the Association. The granting of any specific privileges to the Association as the representative of all employees is recognized not to be discriminatory.

Article 3 Negotiations Procedures

1. The obligation to negotiate shall arise only when a timely request for negotiations is made in accordance with the Article entitled Term of Agreement, and the matters subject to negotiation shall be only those permitted by the Article entitled Recognition; provided, however, this shall not preclude the parties, by mutual written agreement, from negotiating at other times or on other topics nor shall it preclude amendment, modification or supplementation of this Agreement during its term, by mutual written agreement.
2. A timely request to negotiate by the Association shall be made in writing to the president of the Board; a timely request to negotiate by the Board shall be made in writing to the president of the Association. The request shall specify the subject or subjects upon which negotiations are desired, which subject or subjects may be only those upon which negotiations are permitted by the Article entitled Recognition. Unless otherwise mutually agreed, the parties shall hold their first negotiating session within 10 days after receipt by one party of a timely request to negotiate from the other party.
3. The minimum salaries of employees covered by this Agreement shall be those established in negotiations between the parties. Except in years when the entire agreement is due to terminate, those negotiations shall be limited to changes in Appendices A, B and C, Article 11, Section 15.b. (Medical Insurance), and not more than two Articles (or new items) specified by each side, unless

the parties mutually agree to negotiate other matters. Negotiations for the 2011-12 and 2012-13 school years may be requested during February of 2012 or 2013, respectively, and those negotiations shall be conducted as set forth in Article 3 of this Agreement, except that the subject to be negotiated shall be limited as set forth above.

4. The Board shall supply the Association by March of each year all preliminary budget information that is available, the projections from such information, and the rationale behind any projections concerning the next budget year. This information shall include, but not be limited to, the "average daily attendance entitlement," and the calculation of the authorized revenue base per pupil for the subsequent year. Any subsequent changes in or additions to this information shall be presented to the Association on a continuing basis as they are developed. Any budgetary information presented to the Board shall be presented simultaneously to the Association.
5. The parties agree that they shall make a good-faith effort to resolve negotiable items to their mutual satisfaction. Good faith means an honest attempt to resolve such issues to the mutual satisfaction of the parties. The obligation of good-faith negotiations does not compel either party to agree to or to make a concession on a specific item.
6. It is recognized that each party may designate its own negotiating representatives; provided, however, the Association shall not use members of the Board and the Board shall not use members of the bargaining unit. Each team agrees to have no more than eight representatives. Annually, the parties can mutually agree to increase the number of representatives on their individual bargaining teams. By mutual agreement, the parties can invite experts to provide information in specific subject areas. Teams may also mutually agree to facilitators to assist in negotiations. Guest experts and facilitators are not included in the team membership limits and have no decision making authority.
7. Before either party shall proceed to mediation or fact finding, the parties shall have made a good-faith effort to resolve their differences during negotiations. Such a good-faith effort shall require negotiations over a period of at least 30 days, and neither party shall have the right to declare an impasse and proceed to mediation or fact finding until 30 calendar days after the first negotiating session.
8. If negotiations do not result in mutual agreement, and after the time period prescribed in Section 7, but prior to the termination of this Agreement, either party may submit the dispute to mediation by notifying the other party in writing of its demand to mediate. If, however, the submitting party desires to bypass mediation and go directly to fact finding, it shall have the right to so notify the other party, in which event mediation shall be bypassed, unless within five days after receipt of the request to bypass mediation, the other party replies in writing that it demands mediation. In the event of such demand, mediation shall not be bypassed.
9. In the event of mediation, the mediator shall be selected as follows: The Board and the Association shall each submit to the other a list of five acceptable mediators within five working days after the demand to mediate has been made. From those lists a mutually acceptable mediator shall be selected, if possible. Should the Board and the Association be unable to agree within five working days upon a mutually acceptable mediator, the American Arbitration Association shall be called upon to furnish a panel of five mediators from whom the parties shall select a mediator. Within five working days after receipt of the panel of mediators from the American Arbitration Association, the parties shall meet to make such selection. The party demanding mediation shall first strike a name from the list, after which each in turn shall strike a name from the list, and so on, until one name remains. The remaining name shall be the designated mediator. Mediation shall be deemed at an end when the mediator so declares or when either party states in writing its desire to terminate mediation, which it may do at its discretion after one or more mediation sessions.

10. If the dispute is not settled by negotiations or mediation, either party may at any time thereafter, but prior to the termination date of this Agreement, submit the dispute to fact finding by notifying the other party in writing of its desire to do so. If mediation has extended beyond the termination date of this Agreement, neither party shall have waived its right to proceed to fact finding. The fact finder shall be selected in the same manner as a mediator is selected pursuant to Section 9 of this Article.
11. By mutual agreement of the parties, they may, instead of submitting the dispute to a fact finder, submit it to one individual who shall act as a mediator and fact finder simultaneously. The decision of the fact finder or of the fact finder/mediator shall be advisory only.
12. The costs of mediation and fact finding, exclusive of the costs of the parties' own representatives, shall be shared equally by the Board and the Association. Either party may request that an official record of the testimony taken at fact-finding hearings be made, and a copy of any transcript so made shall be provided to the fact finder. The party requesting an official record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, it shall share equally in the entire cost of making the official record.
13. During negotiations, mediation and fact finding, either party shall, upon written request, make available for inspection during normal business hours and within a reasonable period of time, any of its records and data pertinent to negotiations, except to the extent such disclosure may be limited by law. Neither party shall have the duty to make extensive compilations of data or records for the other party, but if such work is voluntarily undertaken, the party doing the work may require reimbursement of the cost of such work as a condition of doing it. The Board shall not charge more than verifiable costs for such work.
14. Tentative Agreements reached during negotiations, mediation or after fact finding shall be reduced to writing but shall have no legal effect unless and until ratified by the Board and the Association. In addition, tentative agreement on individual items shall be conditional upon approval and ratification of the entire Agreement by both parties.
15. As stated in Article 10, Section two, up to 30 days of Association business leave may be used to conduct negotiations sessions during the teacher duty day. Otherwise, negotiation, mediation and fact-finding sessions shall be conducted outside the teacher duty day. If release days are desired for mediation or fact-finding sessions, the Association may use Association leave, if available, or leave without pay.
16. The Board agrees not to negotiate with any teacher organization other than the Association while this Agreement is in effect. The Board also agrees not to negotiate matters covered by this Agreement directly with one or more employees; provided, however, the Board specifically reserves the right to communicate with its employees and to advise them of Board policies on such matters as the Board or the Superintendent shall deem appropriate.

Article 4 No Strikes

1. It is agreed by the Association that there shall be no strike, sanction, picketing, picket-line observance, slowdown or other concerted activity, including any activity that impairs the classroom performance of employees, while this Agreement is in effect.
2. Violation of this Article by an employee subject to this Agreement shall constitute just cause for the discipline, including discharge, of such employee.

Article 5 Board Rights

1. Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all the rights and functions of management. Further, the Board may, to the extent permitted by law, delegate those rights through the Superintendent, and the exercise of any such rights or functions by the Board, Superintendent or administrative staff shall not be subject to the grievance procedure in this Agreement.
2. Without limiting the generality of the foregoing, the term "Board Rights" as used herein includes the right to:
 - a. Manage the District;
 - b. Schedule working hours;
 - c. Establish, modify or change work schedules or standards;
 - d. Institute changes in policies and regulations;
 - e. Direct the teaching staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee;
 - f. Determine the location of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation, sale, lease or closing of schools, departments, divisions or subdivisions thereof;
 - g. Determine the services to be rendered;
 - h. Determine the layout of buildings and the equipment and materials to be used therein;
 - i. Determine the processes, methods, content and means of teaching any and all subjects;
 - j. Determine the size, character and use of inventories;
 - k. Determine financial policy, including accounting procedures;
 - l. Determine parent relations policy;
 - m. Determine the administrative organization of the system;
 - n. Determine the selection, promotion or transfer of employees to supervisory or other administrative positions or other positions outside the bargaining unit;
 - o. Determine the size and characteristics of the teaching staff;
 - p. Determine the allocation and assignment of work to employees;
 - q. Determine policy affecting the selection of new employees;
 - r. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required;
 - s. Determine the administration of discipline;
 - t. Determine control and use of school property, materials and equipment;
 - u. Schedule work sessions and determine the number, content and duration of work sessions;
 - v. Establish, modify, eliminate and enforce policies, rules and regulations;
 - w. Transfer children from one teacher, classroom or school to another;
 - x. Place work with outside firms;
 - y. Determine the amount of administrative and supervisory personnel necessary; determine the frequency, format and content of reports from teachers.
3. It is agreed that the above enumeration of Board Rights shall not be deemed to exclude other management prerogatives not specifically enumerated above.

Article 6 District Policies

1. The Board and the Association recognize the value of making District policies and regulations easily accessible to all employees. Therefore, a copy of the District's policies and regulations shall be placed on the District's Web site(s) and shall be made available for inspection by teachers during regular duty hours.

2. Policies and regulations shall be updated on the District's Web site(s) within 15 working days after any Board action. The Association may review and/or print copies from the District's Web site(s).

Article 7 Teacher Rights

1. The Board agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by any laws of the state of Colorado or the Constitution of the state of Colorado and the United States.
2. The Board agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reasons of membership (or lack thereof) in the Association, participation (or lack thereof) in any lawful activities of the Association, or institution of any grievance, complaint or proceeding under this Agreement.
3. The Board agrees that it shall not deny the rights of any employee to guarantees, constitutional or otherwise, against discrimination based upon race, color, creed, religion, national origin, ancestry, marital status, sex, age, disability, sexual orientation or gender identity.
4. The Board agrees it shall not discriminate against employees with respect to hours, wages or any terms or conditions of employment by reason of age to the extent protected by the federal Age Discrimination in Employment Act of 1967; marital or family status; disability as defined by the Americans with Disabilities Act of 1990; membership in any organization (or lack thereof); political activities; or expressed criticisms of District policies, programs or activities.
5. The Board agrees to the equitable application of all terms, conditions and benefits of employment set forth in this Agreement.

Article 8 Association Privileges

Because of the Association's representation of the employee staff, the Board grants the following privileges to the Association:

1. The Association may use school buildings, provided reasonable notice is given to the Superintendent and such use does not interfere with or disrupt the normal operation or scheduled use of that building.
2. The Association may use school equipment, such as the public address systems, personal computers, facsimile and copy machines, and audiovisual equipment. Requests for such use shall be made to the chief operations officer and shall specify the equipment desired, how it is to be used, and the time or times the equipment is desired.
3. Space shall be provided on at least one bulletin board in each school building designated by the principal for the placement of Association notices, circulars or other materials, provided the material is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not involve the solicitation of funds (except as such solicitation of funds is approved in writing by the Superintendent), and provided further, that the placement of such material does not interfere with or disrupt the normal school use of such bulletin boards. A copy of all materials posted on the bulletin board shall be delivered to the principal's office either prior to or at the time of such placement.

4. The Association may use school mail (including teacher mailboxes in the buildings) provided such material distributed is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not involve the solicitation of funds. Further, if the distribution of materials via school mail is districtwide or to more than one school, a copy of the materials shall be given prior to or at the time of distribution to the Superintendent and to the principals of the buildings involved. If the distribution is to one school only, a copy of the material shall be given prior to or at the time of distribution to the principal of the building involved. (The foregoing requirements regarding provision of copies of messages, and barring materials of a partisan political nature, shall also apply to e-mail messages originating from the District e-mail system.)
5. The president of the Association or the president's authorized designee shall be allowed to visit individual employees during the duty day. The president will give advance notice by calling and speaking to the office of the principal and stating the purpose of the visit. The president or the president's authorized designee shall check in at the school office when commencing a visit to the school. In addition, the visitor shall not disrupt normal school activities or call employees from class, talk to them during class, or talk to them in the presence of students. Finally, such visits shall not take precedence over other meetings or other group activities previously organized by the principal.
6. The Board recognizes the right of the Association to hold Association meetings prior to the start of and after the end of the normal teacher duty day and during the teacher's authorized duty-free lunch period. Since the Association schedules its meetings on the second and fourth Tuesday afternoons, the Board agrees that, whenever reasonably possible, it shall avoid scheduling meetings for employees on the second and fourth Tuesday afternoons on which Association meetings are normally held.
7. Before June 1 of each year the Association shall certify to the Board the names, of the members of its Executive Board for the ensuing school year. The Association shall notify the Board of any changes in its Executive Board. Said members during their respective terms of office shall have flexible arrival and departure times at school, to the extent such flexibility does not interfere with the performance of professional duties.

Article 9 Dues Deduction

1. Upon the written request of a teacher who is a member of the Association, the Board shall deduct from that teacher's salary annual dues to the Association, the Colorado Education Association and the National Education Association, in accordance with the terms of this Article. The amount to be deducted shall be the amount certified by the Association to the Board as the applicable annual dues to all three associations.
2. The Board shall deduct the amount authorized in 12 equal installments over the contract year. Such deductions shall be automatic for continuing members. When new requests are received after the August payroll cutoff, deductions shall be made in equal monthly installments through and including the last check of the contract year. When the request is received by the Board after the 10th of any month, deductions shall start with the salary check in the following month.
3. If a teacher desires to end payroll dues deductions for Association membership, the teacher must submit a written revocation request to the Association office and the District payroll finance office, and may do so at any time of the year. Payroll deduction revocation will be effective at the end of the contract year in which the revocation request is made. Requests made previous to the August payroll cutoff will be effective in August. Requests made between the August payroll cutoff and September 1 will be effective in September.

4. Any employee who has authorized payroll deductions under the terms of this Article and who resigns from the District shall have the balance of the annual dues deducted by the Board from the last paycheck, unless said employee revokes the Association dues deduction authorization in writing before the 10th of the month in which the employee receives the last paycheck.
5. The Board agrees to transmit all monies deducted under the terms of this Article to the Association on or before the last day of each month that said monies are deducted.
6. The Association shall have the right from time to time, but not more frequently than monthly, to supply to the Board a list of the members for whom it feels dues should be deducted, and the Board shall, within seven working days, validate that list by either confirming that the dues are being deducted for all teachers on the list or by noting any teachers on the list for whom monies are not being deducted.
7. The Association agrees to hold the Board harmless from any and all claims arising from the proper application of this Article.
8. Teachers on leave without pay from the District are excluded from the requirements of this Article.

Article 10
Association President and Leave Days

1. Upon request from the Association, the Board shall grant the president of the Association a leave of absence. The president shall be maintained on the District's payroll, and the Association shall, on a monthly basis, reimburse the District for (a) the full salary cost of the average salary of the group of teachers initially hired for that school year by Board action taken prior to the first day of that school year, and (b) the actual cost to the District of providing the president's fringe benefits, namely, the District's Public Employees Retirement Association contribution and the District's share of group life, disability, medical and dental insurance premiums. The Board also agrees to continue to credit the president with applicable incremental (vertical) salary advances or longevity advances during the duration of any particular president's leave and, upon completion of the leave, to return the president to a position for which the president is qualified.
2. Each school year, during the term of this Agreement, the Association may request that specified teachers be given release time with pay for a total of up to 70 days to enable those teachers to participate in Association activities. Up to an additional 30 days may be used for negotiations if both parties agree. No one individual will be released for more than 10 student contact days per school year for Association leave. The Association shall, twice each year, reimburse the District for Association leave days taken at the actual cost of providing substitute teachers.

Article 11
Compensation

1. For the fiscal year 2011-12, the minimum salary for full-time employees covered by this Agreement shall be as set forth in Appendix A. Employees working less than full time shall receive a prorated salary in the same ratio as their pro rata duty day is to a full-time employee's duty day. Teachers who are requested to and voluntarily assume an additional class during the duty day and beyond the established building schedule shall be paid at a rate calculated using a 187- (or 190-) day calendar.
2. Pursuant to Section 22-32-110(5), C.R.S., if the Board feels that revenues are insufficient to meet its financial obligations under this Agreement beyond June 30, 2012, it may, prior to May 30, 2012, request negotiations on financial obligations, which would be paid after June 30, 2012, in which event negotiations shall be conducted as set forth in Article 3 of this Agreement and shall be limited

to changes proposed in Appendix A and items relating to such other financial obligations as are designated by the Board.

3. The salary schedule in this Agreement is based upon a total of 187 duty days for returning employees and 190 duty days for employees who were not regularly assigned employees in the District during the previous school year.
4. Duties performed after the normal school hours are considered part of the professional responsibility of the employee, and Appendix A includes compensation for all extra-duty activities except as provided in Sections 6 through 14 of this Article.
5. Teachers hired hereafter shall be given outside experience credit at the discretion of the District. The District shall notify the Association if the District determines it shall not be offering full credit for outside experience for the subsequent year.
6. Upon verification to the District, a one-time stipend of \$2,300 shall be paid to any teacher who holds National Board of Professional Teaching Standards certification or upon the attainment of such certification. The stipend shall also be paid upon a teacher being recertified for National Board of Professional Teaching Standards. In addition, teachers holding National Board of Professional Teaching Standards certification shall be paid \$1,000 annually in each year they maintain such certification.
7. Employees assigned the duties enumerated in Appendix B (Extracurricular Activities Salary Schedule) shall be compensated in accordance with that schedule. The District, at its discretion, shall decide which teachers shall be offered Appendix B assignments each year, and a teacher offered such an assignment has the right to accept or reject it. However, if a teacher is given an Appendix B duty assignment during the first year of full-time teaching in the District, or if a teacher voluntarily transfers to a different building and accepts an Appendix B duty assignment in that building as part of the transfer, that teacher may not, for a period of five years, reject an offered assignment to the same Appendix B duty, provided the District shall make every reasonable effort to find another teacher to take the assignment before requiring the teacher to take the assignment, and provided further that the aforesaid five-year period of obligated service shall be applicable only to those teachers who commence their first year of full-time teaching in the District at or after the beginning of the 1982 school year and to those teachers who voluntarily transfer to a different building and accept an Appendix B duty assignment in that building as part of the transfer at or after the commencement of the 1982 school year. For teachers previously hired or transferred, the obligated service period shall be three years.
8. An employee assigned duties enumerated in Appendix C (Extra Pay for Extra Duty) shall be compensated in accordance with that schedule unless the employee is being paid for a similar responsibility at the same time under Appendix B. There shall be no discrimination by either party against any employee who does or does not volunteer for the extra duties listed in Appendix C.
9. Teachers at K-8, 6-12 and other mixed grade configurations outside of the traditional elementary, middle and high school levels who perform extracurricular responsibilities identified in Appendix B and C will be paid at the highest level appropriate for the students they are servicing. For example, an instrumental music teacher working at a 6-12 school who works with middle school and high school aged students will be paid as a high school instrumental music teacher. However, an instrumental music teacher working with only middle school aged students at a 6-12 school will be paid as a middle school instrumental music teacher.
10. Any compensation paid to employees who supervise student teachers shall be determined by mutual agreement between the employee and the university sponsor of the student teacher.

11. Teachers assigned by the District to act as special education staffing chairpersons shall receive additional compensation per school year based on the number of special education student staffings conducted the prior school year in that building according to the following schedule:

Number of Staffings	Pay to Staffing Chairperson
0-15	\$550
16-30	\$700
31-45	\$800
46-60	\$900
Over 60	\$1,000

The staffing chairperson in each building shall be selected by that building's principal prior to the start of each school year, and acceptance of such assignment is voluntary on the part of the teacher. In addition to being responsible for the student staffings, the staffing chairperson shall perform duties as defined by the District's department of exceptional student services and shall act in accordance with applicable federal and state laws and regulations.

12. Department chairpersons and assistant chairpersons in the secondary schools shall receive additional compensation per school year according to the following schedule:

Teacher (FTE) in Dept. (including Chair)	Chair	Assistant Chair
1.0 - 1.9	\$400	
2.0 – 3.9	\$650	
4.0 – 6.9	\$900	
7.0 – 10.9	\$1,350	\$700
11.0 – more	\$1,600	\$850

The District at its discretion may require selected chairpersons to work up to five additional duty days upon paying the per diem rate for each additional day required. Unless said additional days are during the school year or contiguous (excluding weekends and holidays) to the beginning or end of the chairperson's normal duty days, the additional days shall be voluntary.

13. A career and technical education teacher, who as part of the job and as part of the course of instruction, is required to sponsor or work with career and technical student programs or clubs shall do so as part of the required contact time. The principal may approve activities for such programs or clubs that extend beyond the teacher duty day. In that event, such activities beyond the duty day shall be compensated as provided in Appendix C.
14. An employee who is required, as part of the job, to use a personal vehicle for transportation in order to perform duties shall be reimbursed at the then current rate per mile established by the Internal Revenue Service. Procedures for the authorization, record keeping and reporting of any payment for such travel shall be as established by the Board.
15. The Board agrees to provide the following long-term disability insurance, medical insurance, group life insurance, dental insurance, 125 Plans and other benefits and payments during the term of this Agreement:
- a. Long-Term Disability Insurance. The Board shall provide and pay the premium for long-term disability insurance covering those employees who would not be eligible for PERA disability insurance by reason of not having completed the minimum amount of state service required by PERA statutes, rules and regulations. Said insurance shall pay 60 percent of the employee's salary as shown on Appendix A, with a maximum payment of \$1,500 per month, such payments to commence after a six-month waiting period and to continue as long as the disability lasts, but

not beyond the date the disabled teacher reaches age 65 or becomes eligible for PERA disability benefits, whichever occurs first. Eligibility for coverage and benefits shall be determined by the terms and conditions of the District's disability insurance policy, which shall not provide benefits less than set forth above.

- b. Medical Insurance. The Board, with advice from the District insurance committee, shall provide medical coverage to employees. Medical coverage is provided to employees under the United Health Care and Kaiser. Employees may, on an annual basis, elect the plan, if any, in which they desire to participate. The Board shall pay 95 percent of the monthly premium for employee coverage, and the employee shall pay the balance of that premium. If an employee desires dependent coverage, that employee shall pay the premium for such coverage by giving a written authorization for payroll deductions to the benefits office. The Board may transfer to different medical coverage, provided the benefits and coverages are comparable to those that exist in the current plans.
 - c. Group Life Insurance. The Board shall pay the entire premium for group life insurance coverage for all employees under the District's group life insurance plan. The benefits shall be equal to or greater than those contained in the policy in effect at the time of entering this Agreement. Insurance amounts, terms and conditions are set forth in the group life insurance policy. If any employee desires life insurance under the policy for dependents, the employee shall pay the premium for such coverage by giving a written authorization for payroll deductions to the benefits office.
 - d. Dental Insurance. The Board, with advice from the District insurance committee, shall provide a plan providing dental insurance and shall pay 75 percent of the monthly premium for employee coverage, and the employee shall pay the balance of that premium. If optional dependent coverage is available under the plan or plans, any employee desiring such coverage shall pay the premium for it by giving a written authorization for payroll deductions to the benefits office.
 - e. 125 Plans. The Board shall provide a premium-only plan in accordance with the Internal Revenue Code and applicable Internal Revenue Service regulations. The plan provides for the salary of teachers to be reduced by an appropriate amount to pay for the individual's and/or dependent's portion of medical and dental insurance. The Board shall also provide plans to permit District employees to reduce their salaries by an appropriate amount to pay for dependent-care expenses for that employee's dependents and plans to permit salary reductions to pay for allowable medical expenses not covered by medical insurance plans.
16. The insurance committee shall act in an advisory capacity to the District in reviewing and making recommendations concerning the aforementioned insurance and other benefit programs. Such committee shall be comprised of two teachers appointed by the Association, two representatives of the classified employees, and two administrators, all of whom shall work with those District personnel, designated by the Superintendent, responsible for the administration of the District's insurance programs.
17. The salary earned by an employee for required duty days in a contract year shall be paid in 12 equal monthly installments on the last day of the month that District offices are open for business, commencing in August for employees hired after June 30, 1994 and in September for those hired before July 1, 1994; provided, however, that in December employees shall be paid on the last duty day of that month.
18. Salary payments for teachers on a year-round schedule shall be as follows:
- a. Teachers who transfer from a conventional to a year-round school or from a year-round to a conventional school shall be placed on the appropriate salary schedule.
 - b. Teachers working in a year-round school shall be paid on either a July-through-June or August-through-July pay schedule rather than the conventional school pay schedule of September through August.
 - c. The transfer procedures identified in Article 18 of this Agreement shall apply when transferring into, out of, or between year-round schools except that potential involuntary transferees into

year-round schools shall be notified no later than 30 calendar days prior to the beginning of their assigned school year.

- d. A teacher who works a full contract year on a year-round schedule shall receive the same annual salary as a teacher who works a full contract year on a traditional schedule. Any salary differential that may exist between the year-round and conventional schedule shall be paid to the year-round teacher in the last check of the contract year.
- e. A teacher, who, as a result of midyear voluntary transfer, works fewer days than the required minimum number of yearly duty days for all teachers, shall be informed of the salary loss that shall result before the transfer is accepted. A teacher who is involuntarily transferred to a position offering less days of work than the required minimum number of yearly duty days shall be paid for that minimum number of duty days.

- 19. Compensation for extra-duty days worked at contractually assigned tasks and deductions for days not worked shall be calculated on the basis of duty days in the contract year applicable to the individual employee and in accordance with the salary applicable to that employee shown on the Teacher Salary Schedule (Appendix A).
- 20. Counselors and media/library specialists may be required to work not more than 10 duty days at contractually assigned tasks over and above the specified number of duty days in their contract year. When additional days shall be required, notice of that fact shall be given to the teacher or teachers involved by April 15 of that school year. Payment for such extra days shall be in accord with Section 19 of this Article. Any extra days worked under this provision shall be consecutive to the normally assigned duty days set forth in Section 3 of this Article. The required extra days may be in one block or split into two equal or unequal blocks and assigned to the front and/or end of the normally assigned duty days set forth in Section 3 of this Article. Other employees may be asked to work extra days and shall respond promptly as to their willingness to work those days. Payment for those days shall be in accord with Section 19 of this Article. Career and Technical Education employees may be required to work not more than 225 duty days if rules or regulations governing any particular Career and Technical Education subject taught by those teachers requires additional duty days. Payment for all such days worked over 187/190 shall be in accord with Section 19 of this Article.
- 21. Acceptance of any special curriculum development work or writing activities to be conducted after the duty day or beyond the yearly contracted duty days shall be voluntary on the part of the teacher asked to accept such an assignment. The pay for such activities shall be as set by the Board and shall be established before the teacher is required to accept or reject the assignment.
- 22. Voluntary in-service and continuing-education workshops, approved by the Board and offered after the duty day or beyond the yearly contracted duty days, may be offered at no pay or may be offered at a rate of pay set by the Board. The pay status shall be set before a teacher must decide whether to participate in the activity.
- 23. All financial obligations of the Board (within the meaning of the term “financial obligations” under Article X, Section 20, of the Colorado Constitution, Amendment One) set forth in this Agreement are subject to annual appropriation by the Board.

Article 12

Educational Advances

1. It is recognized that the attainment of appropriate additional educational experience through the completion of college course work from an institution defined in this Article, and from in-service programs and workshops specified by the Board, is desirable and helps ensure better qualified teaching personnel. In order to encourage professional growth, the provisions set forth in the following Sections of this Article shall govern for educational (horizontal) advances on the Teacher Salary Schedule (Appendix A).
2. There will be no educational advances in the 2011-12 school year for current or new employees.
3. Educational (horizontal) advancement shall be allowed for the completion of 15 semester credits of college course work for each group in the salary schedule from the bachelor's degree to the doctorate under the following guidelines:
 - a. Courses that are not authorized for relicensure credit in Colorado cannot be used for educational advances.
 - b. Credits must have been completed after the teacher's most recent and highest degree was conferred.
 - c. It shall be the individual teacher's responsibility to secure verification that the courses submitted for educational advancement meet the criteria as described in this Article.
4. To be utilized for horizontal advances, course credits must meet the following criteria:
 - a. Credits must be earned from either a four-year or two-year* degree-granting and regionally accredited institution located in the United States, or earned from a four-year degree-granting foreign college or university approved by the ministry of education or equivalent educational agency within that country, provided documentary evidence of the study is validated by an official of the institution in English, and the study would be acceptable to the Colorado Department of Education. *Credits completed after August 20, 2008 at a two-year degree-granting and regionally accredited institution located in the United States, and which meet the requirements specified elsewhere in this article may be considered for horizontal advancements.
 - b. Credits must be acceptable to the Colorado Department of Education for added endorsement, license renewal, or No Child Left Behind "highly qualified" status.
 - c. Credits earned at a two-year degree-granting and regionally accredited institution must be guaranteed transferrable to a Colorado four-year degree-granting and regionally accredited institution.
5. To be utilized for horizontal advances, the course work or degree must be submitted on the official transcript of the accredited institution. It shall be the responsibility of the teacher requesting horizontal advancement on the salary schedule to secure all necessary transcripts and verifications and to ensure that they are delivered to the human resources office as soon as available.
6. Horizontal advances for completion of course work or degree requirements shall become effective on the first day of the month following the month that the transcript (or degree conferring transcript if applicable) is submitted to the human resources office. The salary change shall be computed on the basis of the number of duty days remaining in the teacher's contract year on the first day of the applicable month. If there are no duty days remaining at that time, the salary increase shall not take place until the first duty day of the next contract year.

7. The Board shall grant credit for salary advances to teachers who successfully complete programs or workshops specified by the Board and approved by the Colorado Department of Education as being equivalent to post-degree academic credit, provided such programs or workshops shall benefit the teacher's professional growth in teaching in the Aurora Public Schools. Evidence of completed course work shall be submitted to the licensed professional development office in a timely manner.
8. The Board of Education and the Aurora Education Association understand the importance of ongoing professional development. It is understood that the Board has an ongoing interest in providing professional development, which the District determines to be important in addressing its goals, and that some of that professional development can be expected to occur during the duty day. It is also understood that teachers have individual needs for their own professional development, including work toward relicensure. Therefore, the Board and the Association agree that, in keeping with current practice, the District shall provide evidence of completion of such professional development, specifically evidence of the number of hours spent in such District-determined professional development.

Article 13

Teacher Duty Day and Teaching Hours

TEACHER DUTY DAY

1. The length of the student school day, a matter of Board policy, is based upon judgment as to the value of time spent in school by the student and is not a negotiable subject. Reasonable notice shall be given by the Board to the Association of any contemplated changes in the length of the student school day.
2. The teacher duty day shall be seven and one-half hours per day, exclusive of at least a 30-minute duty-free lunch and inclusive of required schoolwork time prior to the start and after the end of the student school day. The duty day shall be one continuous period of time unless otherwise agreed to by the teacher involved. No teacher shall be given a noncontinuous assignment unless the Association is first notified that the assignment shall or might be made.
3. Teachers may be assigned duties that place them in direct teaching contact with students (referred to herein as "contact time"). The "contact time" may not exceed 30 hours per week including passing time. Teachers at the middle and high school levels shall not be required to have more than an average of five classes per day, averaged over a quarter, unless otherwise agreed by the teacher; provided, however, when block scheduling is used at a middle school, the number of classes shall be the hours in the block rather than the number of subjects taught in the block.

TEACHER ABSENCES AND REPORTING SYSTEMS

4. Teachers who find it necessary to be absent shall report their absences as early as possible to minimize the impact of their absence on building colleagues. The report should be made before the start of their duty day to the District's leave reporting and substitute system either via telephone or the internet and shall also make a building-level report in accordance with uniform procedures established by the principal.
5. It is recognized that some employees may wish to arrive earlier than their scheduled arrival time or leave later than their scheduled departure time, and the parties agree that employees may do so. A teacher may, on occasion, request permission from the principal to leave earlier than the normal departure time, and such request shall be granted if the departure does not interfere with the teacher's duties and if a reason for the early departure is given by the teacher when the request is made. A principal may, on occasion, request an individual teacher to remain later than the normal

departure time, and such request shall be granted provided no teacher shall be requested to remain late on numerous occasions.

6. Specialists, itinerant and special education teachers shall have adjusted schedules to conform to those special situations, but such schedules shall not exceed the teaching duty-day hours or contact time specified in Sections 2 through 5 of this Article.

DUTY FREE LUNCH

7. All teachers shall be given a duty-free lunch period of at least 30 minutes. Such time will be exclusive of the time required to supervise students in hall areas or in escorting students to the lunchroom. The lunch period shall, to the extent practical, considering the schedule in that building, begin between the hours of 10:30 a.m. and 1:00 p.m. In individual buildings, the principal may establish a longer lunch period for teachers if that is desired by the teachers in that building and if such an extension can be accommodated within the schedule in that building and without lengthening the teacher duty day. If a teacher desires to be officially unavailable during the duty free lunch period, that teacher may notify the office, and the teacher shall not be contacted, conferred with or asked to perform duties except in emergency situations. A teacher may, at the principal's discretion, leave the building during this period, provided the teacher gives advance notice to the school office.
8. Employees having assignments at different sites on the same day shall be given a reasonable amount of time to travel from one site to another and shall not be required to use their lunch period for such purpose. The time given shall be determined based upon the distance involved and the method of transportation available to the employee and shall be reasonable under all circumstances.

SUPERVISION

9. Teachers recognize that quality education is dependent on the maintenance of a controlled, positive academic atmosphere in the classroom and a safe and orderly condition in nonclassroom areas of a school campus wherever students are located during the school day. To this end:
 - a. Teachers shall make every effort to maintain a productive educational atmosphere during instructional sessions and shall call upon appropriate administrative personnel for assistance when this is not possible;
 - b. The administration shall assume the primary responsibility for supervision of students who are not in instructional situations;
 - c. Teachers shall provide assistance to the administration for the establishment of order in hallways and the lunchroom, until personnel have established the authority needed to carry out their assignments; thereafter, teachers shall respond to administration requests for supervision;
 - d. As necessary, teachers shall be required to supervise students in noninstructional situations.

PLAN TIME AND SUPERVISION

10. Teachers in elementary schools shall have 90 minutes of daily noncontact time immediately preceding or following the instructional day in blocks of not less than 30 minutes. By action of the principal in consultation with the school building council, individual elementary schools may choose alternative blocks of time immediately preceding or following the instructional day. Such time shall be utilized for teacher determined planning or preparation. Principals may require attendance at a meeting or professional learning activity during one or more of those blocks, provided that such meetings and professional learning activities shall not consume more than 30 percent of any teacher's noncontact time per week, and supervision duties shall not exceed 45 minutes per week averaged over the school year.

11. Teachers in K-8 schools shall have 75 minutes of daily noncontact time immediately preceding or following the instructional day in blocks of not less than 30 minutes. By action of the principal in consultation with the school building council, individual K-8 schools may identify the blocks of time immediately preceding or following the instructional day. Such time shall be utilized for teacher determined planning or preparation. Principals may require attendance at a meeting or professional learning activity during one or more of those blocks, provided that such meetings and professional learning activities shall not consume more than 30 percent of any teacher's noncontact time per week, and supervision duties shall not exceed 45 minutes per week averaged over the school year.
12. The hours per duty day during which a teacher is not in contact with the teacher's students shall be used for teacher determined preparation, planning and consultations. Principals may require attendance at a meeting or professional learning activity or may assign supervision duties during this time, provided that such meetings, professional learning activities and supervision duties shall not consume more than 30 percent of any teacher's noncontact time per week, and supervision duties shall not exceed 45 minutes per week averaged over the school year.

SUBSTITUTES AND CLASS COVERAGE

13. The District shall continue to make every effort to furnish substitutes for absent teachers. Each teacher shall prepare and keep available written directions for a substitute. When a substitute is not available and a teacher provides coverage, that teacher shall be compensated at the rate of \$30 per hour. Compensation shall be paid on a pro rata basis when teachers substitute for split class coverage. Each building shall design a plan to address the situation in which a classroom teacher or specialist is absent and a substitute is unavailable. The plan shall be published to staff members. The goal of the plan is to share the burden caused by the absence equitably and to maximize student instruction. The building's Leadership Team shall guide the development and annual review of the plan. The principal shall retain the final responsibility for assigning teachers when a substitute is unavailable.

STAFF MEETINGS

14. It is recognized that certain building meetings are essential, but the frequency and duration of such meetings shall be held to a reasonable minimum. The principal shall determine what meetings are required but shall not require attendance at more than one such one-hour meeting per school month, which is held contiguous to but outside the hours of the normal teacher duty day. Attendance at any additional meetings held pursuant to this Section shall be voluntary on the part of the teacher.
15. In addition to the building meetings discussed in Section 14 of this Article, all employees may be required to attend up to a total of four two-hour instructional or informational meetings (including in-service and continuing education workshops) and/or parent- or school-related community meetings, on a school-level or district wide basis, per school year. No meetings pursuant to this Section shall be held before the start or after the end of the school year. No such meetings shall be held on Sundays. Meetings held on Saturdays shall have voluntary attendance. Notwithstanding the foregoing, teacher attendance at graduation ceremonies may be made mandatory. If such attendance has been made mandatory, a principal may, upon the request of a teacher with a good reason, excuse that teacher from attendance. Teachers shall be given reasonable written notice of any meetings pursuant to this Section. Attendance at any additional meetings held pursuant to this Section shall be voluntary on the part of the teacher.

PARENT TEACHER CONFERENCES

16. In addition to the meetings permitted by Sections 14 and 15 of this Article, principals at individual schools may, but shall not be required to, schedule up to four evenings per school year for mandatory attendance by teachers at additional parent-teacher conferences, which conferences shall not exceed three and three-quarter hours each. If such additional parent-teacher conferences are held, for every seven-and-one-half hours of conference time the principal shall eliminate one teacher duty day, which is not also an instructional or student contact day for teachers in that building.

TEACHER WORK DAY

17. Teacher work days are necessary for teachers to complete responsibilities of their position. Therefore, such days will be scheduled both at the beginning of, and during the school year. Schools will schedule at least one full duty day or two, one-half days previous to the start of the school year as a non-contact teacher work day. This time will be designated for teachers to get ready for the school year and no meetings or other events will be scheduled during this time. This provision will only apply if there is a 187 day contract for returning teachers with four consecutive non-student days at the beginning of the contract year. If either the contract days are reduced to less than 187 or non-student days are reduced to less than four prior to the beginning of school, this provision will not apply. Any days identified on the calendar as teacher work days shall be teacher directed. No required meetings or other events will be schedule during this time.

Article 14 Teaching Assignments

1. Students are entitled to be taught by employees who are working within their areas of competence. Therefore, except where emergencies dictate otherwise, assignments of teachers shall be:
 - a. Within their endorsement areas, or
 - b. Within their major or minor fields of study as defined by their institutional recommendations, or
 - c. Within acceptable fields as defined by accrediting standards, or
 - d. Within fields for which they are qualified by recent experience or training.
2. Principals shall seek faculty input concerning teaching assignments. Principals shall consider such input in accordance with Section 1 of this Article and Sections A.1. and A.4. of Article 18.
3. Employees shall be notified and consulted regarding changes in their assignments as early as circumstances reasonably permit.
4. At elementary buildings without an assistant principal, one teacher may be appointed as teacher-in-charge to perform assigned duties in the absence of the principal. The teacher-in-charge may be relieved of classroom duties when occupying the position of teacher-in-charge for a full day or more. The teacher-in-charge shall be relieved of classroom duties as soon as it is determined that the principal's absence shall exceed five full days. Teachers-in-charge not relieved from classroom duties are expected to handle only those matters that require immediate attention. No teacher shall be required to accept an appointment as teacher-in-charge.

Article 15 Teaching and Learning Conditions

- A. Professional Learning
 1. Teachers will work collaboratively with building and district support and in alignment with the building's Unified Improvement Plan (UIP) and the district strategic plan to plan for their professional learning. Professional learning planning will include a differentiated approach for teacher subgroups such as content area, specialists, service providers, and itinerants' interests.

2. Building leadership teams will establish a calendar of dates and times of professional learning sessions to be submitted to the director of student achievement and the director of professional learning. The calendar will be accessible to all staff within the first month of the school year. Any subsequent changes based on school-wide data, including but not limited to teacher self-assessment and interim assessment data will be approved by the building's leadership team and communicated promptly to the entire staff.
3. At least annually, building leadership teams will conduct a professional learning needs assessment based on the school's UIP goals, and trends as identified through teachers' self-assessments. The needs assessment data will be posted on the school's data wall.
4. Data rooms and data walls will minimally include standard data sets annually determined by the district. Beyond the minimum, schools may determine additional data sets for their data walls. When administrators post student data through the use of data rooms and data walls, such data will not be readily visible in areas commonly open to members of the public. Where applicable, student data may include class makeup indicators (e.g. English language learners, truancy, special education, Individualized Learning Plans, gifted and talented, etc.).
5. Schools are expected to look for ways to provide instructional preparation time for teachers while recognizing the need to balance instructional preparation and professional development.

The following list of characteristics is provided as a resource for schools to consider as they seek ways to foster efficient and effective use of time:

- a. Incorporating instructional preparation into the daily schedule is a priority (instructional preparation is nonstudent contact time).
- b. Meetings are kept to a minimum and are instructionally productive and meaningful.
- c. Teacher workdays are teacher directed.
- d. Long term planning that includes budgeting, staffing and calendar is essential creating a daily schedule that supports instructional preparation and should include input from staff.
- e. During testing periods, to the extent possible, master schedule modifications may be offered (e.g. double specials, block scheduling) and/or testing teams may be created to provide support to classroom teachers.
- f. During periods when conferences are held or during testing (e.g. CSAP, ACT) other meetings are kept to an absolute minimum to reduce impact on teachers' time.
- g. Administrators should encourage teachers with personal concerns about instructional preparation time to bring those concerns to the administrator's attention.
- h. Teachers who feel their concerns cannot be resolved by their administration can present those concerns to AEA/APS leadership.

B. Professional Learning Teams

1. A professional learning team is a continuous goal-driven, student-focused, collaborative effort amongst educators to maximize student learning. Teachers meet regularly to collaborate on teaching strategies and solve problems, set common instructional goals, and administer formal and informal common assessments to determine the level of student learning. Teachers on a professional learning team also analyze student work and data, identify what is working and what is not, and set goals for future teaching success. Lastly, all teachers are expected to work interdependently and hold each other accountable for monitoring student progress towards meeting identified achievement goals.
2. Professional learning teams are intended to be teacher directed once members of the team and the building administration mutually agree that sufficient capacity in the professional learning process is developed. The work of professional learning teams will be based on student achievement data and student needs. Principals will have conversations with each professional learning team about its capacity to be teacher directed by no later than the end of the first quarter and quarterly thereafter

until agreement is reached. Professional learning teams will be determined to have reached capacity to be teacher directed when they demonstrate the ability to work effectively as a team in analyzing data, making decisions about student needs, and developing strategies to affect student performance. Once professional learning team capacity is developed, administrators and other support personnel (i.e. teacher leaders, district coaches, TOSAs, etc.) may continue to participate in the professional learning team process as appropriate.

C. Climate Surveys

The principal and building leadership team will review with staff the climate data from the District's employee, student and parent surveys and discuss recommendations within 45 days of the release of the results.

If available, the results from the Teaching, Empowering, Leading and Learning (TELL) survey will be reviewed with staff along with District climate survey data. The TELL is administered by the Colorado Department of Education. Only schools that exceed a minimum number of TELL survey responses qualify for a school report.

D. Facilities and Resources

The Board and the Association recognize that the availability of optimum school facilities and resources for students and teachers is desirable to help ensure the high quality of education that is the goal of both the teachers and the Board. Therefore:

1. The Board shall continue to maintain inventories of teaching materials, textbooks, instructional technology, and supplies, and shall make them available to teachers. Every reasonable effort shall be made to have the main items for new programs on hand before the scheduled date of implementation, or implementation may be postponed until they are available
2. Board policy on the procedure for handling questioned materials shall include an Instructional Materials Review Committee whose membership shall include at least two employees appointed by the Association.
3. Facilities shall have adequate workroom space, computers, copy machines and other office machines. The condition of the facilities, including buildings and classrooms, shall be maintained at a level sufficient to ensure the health and safety of the occupants. The work of maintenance employees shall be scheduled where practicable so as not to disrupt classes.
4. Teachers shall be given reasonable access to telephones in each school building to make school-business and personal calls. At least one telephone shall be located in some area of the building other than the building administrative and clerical offices, and it either shall be a separate line or shall contain a device that precludes others from listening to the conversation on another extension.
5. The school mail service shall be provided to every teacher in every building.
6. Each building shall contain an adequate faculty lounge. There shall also be faculty lavatory facilities, separate from student and health office facilities, in every building.
7. The District shall provide each teacher with a convenient, lockable place within the building in which to keep personal items.
8. Heavy school equipment and material shall be moved from one location to another by maintenance employees upon the request of a teacher, which request shall be made by the teacher to the office of the principal.

E. Class Size and Composition

When a teacher believes there is a class size or a class composition concern, the teacher, with association representative support if requested, shall bring this concern to the attention of the building principal.

1. The teacher shall use the approved district form to report the concern.
2. The principal shall assess the concern, and gather comparative classroom composition data and other relevant information. The principal will analyze and present his/her findings, and share this data and respond to the teacher using the approved district form as soon as practical and no later than within 10 work days.
3. If the teacher is not satisfied with the response, the teacher, association representative (if requested) and association president or UniServ director may appeal to the chief academic officer who shall attempt to meet the teacher's concerns.
4. The chief academic officer shall inform the teacher of the decision using the approved district form as soon as practical and no later than within 10 work days, and that decision shall be final.

F. Inclement Weather

When weather conditions constitute a danger sufficient to require the closure or delayed start of schools, the following procedures shall be in effect:

1. If the conditions exist prior to the normal school opening time that prompt the closure of school for the day, teachers shall be notified as early as possible by public media or direct contact and shall not be required to report to work that day.
2. If conditions exist prompting a delayed start to the normal school opening time, the following procedures shall be followed:
 - a. Teachers will be asked to arrive at their regular start time with regard and consideration of safety.
 - b. Teachers who are able to arrive on or near the normal reporting time will be expected to provide assistance with the supervision for those students who arrive prior to the delayed student start time.
 - c. The duty day will conclude at the normal time.
 - d. After seeking input from the Building Council the principal will create and publish a class schedule for delayed start days.
3. If the conditions require closing during the school day, teachers shall be dismissed to return home as soon as possible after students are dismissed.

G. Miscellaneous

1. The Board and the Association agree that during the term of this Agreement, no teacher shall be dismissed or reduced in salary as a result of a contract that is let by the District to a nongovernmental agency or company for the purpose of providing teaching services. If such a contract is let to a governmental agency, no teacher shall be dismissed who is qualified for another available teaching position.
2. A student teacher shall not be used to teach in place of a substitute teacher in a class in which the regular teacher is absent, except where an emergency requires such assignment. This Section shall not be construed to prohibit a supervisory teacher from making assignments to the student teacher, including such conduct of class functions as are permitted by law.
3. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. Freedom of individual conscience, association and expression shall be encouraged, and fairness in procedures shall be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of

a democratic society as set forth in the Constitution of the United States and the state of Colorado. The final responsibility in the determination of the above rests with the Board.

4. The Board of Education and the Aurora Education Association agree that fourth-quarter/year-end elementary report cards shall be mailed following the last day of the school year.

Article 16 Department Chairpersons

1. Each instructional department at the high school level with at least one full-time employee in the department may, but shall not necessarily, have a department chairperson. It is understood that the department chairperson is primarily a classroom teacher but is given the additional task of assisting other teachers. At no time are department chairpersons considered supervisory personnel. Department chairpersons shall be chosen annually by the principal after consultation with the department faculty.
2. In those departments with seven or more full-time teachers, the chief personnel officer may, but shall not be required to, permit the assignment of both a department chairperson and an assistant department chairperson or two persons to act as co-department chairs.
3. Department chairpersons and assistant department chairpersons shall receive additional compensation in accordance with Article 11 entitled Compensation. If there are two co-chairpersons, the total pay shown in Section 11 of Article 11 shall be added together and divided equally.
4. A department chairperson, upon request, shall be entitled to one day or two days release time per school year from regularly assigned duties for the purpose of meeting professional responsibilities as a department chairperson. In determining whether a department chairperson shall be given one day or two days release time, the administration may consider the size of the department and the duties that the department chairperson is expected to perform.

The department chairperson functions as an instructional leader and assists with department operations. At the beginning of the year, principals shall meet with the department chairperson(s) and collaboratively determine these responsibilities and duties. In those departments with co-chairpersons, one of them shall be designated by the principal as the primary contact. Duties may include:

- a. Scheduling and chairing department meetings;
- b. Meeting with appropriate personnel from the Division of Instruction and/or committees for curriculum development projects;
- c. Recommending course content changes to the appropriate personnel from the department, the Division of Instruction and the building principal;
- d. Assisting department teachers as necessary;
- e. Preparing and recommending to the building principal the department's budget; supervision of the department's allocated budget;
- f. Scheduling and allocating department equipment, materials and supplies.

Article 17 School Paraeducators

1. School paraeducators shall be employed at the elementary, middle and high school levels if desired by the building principal and provided for in the operating budget.
2. In the development of the school paraeducator program, the building principal shall seek input from the building faculty.

3. School paraeducators shall not be used in any manner that violates applicable law.
4. Teachers shall assist in the evaluation of all school paraeducators assigned to work under their supervision, and the input of the teaching staff in the building shall be secured on questions related to the assignment and specific duties of school paraeducators.

Article 18 Teacher Transfers

A. General Considerations

1. Transfers shall mean only those changes involving moves from one building (school location) to another. Reassignments to different grade levels or different areas of instruction within a building are not considered transfers. A transfer request shall be either voluntary and initiated by the employee or involuntary as initiated by the District. Return from leave as described in Articles 25, 29, 30, 31 and 32 and recall as described in Article 19 shall not be considered transfers under this Article.
2. In making transfers of teachers, consideration shall be given to the effect on students, the effect on the educational program of the District, the interest of the teachers involved, and establishing a balance in the distribution of teachers with regard to experience, length of employment in the District, and other significant characteristics such as gender, age and ethnic background.
3. Prior to filling a vacancy by hiring a new employee under contract (as opposed to using a substitute teacher in the vacancy), notice of that vacancy shall be posted on the District web site.
4. Teachers who desire a change of assignment within a building shall discuss the matter with their principal, but shall not submit a transfer request form. Final determination of intra-building assignments or reassignments shall be made by the principal.
5. Teachers who transfer through a voluntary transfer (section B) or a mutual consent transfer (section D) may transfer to a school only with 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.

B. Voluntary Transfers

1. Weekly postings of all known vacancies shall be made available via the District's website.
2. A teacher desiring a transfer to a different school shall complete an online transfer request form. The teacher may also electronically attach relevant documentation such as resume and/or letters of interest. A reasonable effort shall be made to honor the teacher's desire to transfer.
 - a. Once a transfer form is complete, teachers may use the Human Resources request for transfer system to select posted positions by no later than each position's closing date. Only the assignments and/or locations specifically requested online by the teacher shall be considered.
 - b. The teacher's principal will be notified via email from Human Resources of the teacher's interest in transferring. The hiring supervisor of the job to which the teacher is interested in transferring will also be notified via email from Human Resources.
 - c. The online transfer request form shall remain active until the start of the next school year. A transfer request may be withdrawn at any time.
3. New teachers shall not be given assignments until all existing teachers requesting transfer to a particular open position have been considered by an administrator in the building where the

vacancy exists. Administrators shall interview all candidates who have a reasonable chance of being selected for the position; however, an administrator is not required to interview all transfer candidates.

4. Teacher transfer candidates not selected for interviews shall be notified by the Human Resources office. Teacher transfer candidates not selected following interviews shall be notified by the principal or designee within five business days after the job is filled.
5. Teachers, including regular part-time teachers, returning from District-approved leave shall have all rights under this Article.
6. When vacancies occur in District supervisory or administrative positions, such vacancies shall be publicized by posting; provided, however, neither the transfer of an existing employee from one supervisory or administrative position to another, nor the adding or deleting of duties or job titles to or from an existing supervisor or administrator, shall require such posting. When deemed necessary or desirable, interim appointments may be made without posting by the administration, pending the appointment by the Board of a permanent occupant to the position.

C. Involuntary Transfers

1. Teachers shall not be assigned without their consent to any position outside their areas of professional competence.
2. No teacher shall be transferred involuntarily without good cause. Such cause shall be stated in writing at a meeting between the teacher involved and the Superintendent, or the Superintendent's designee, prior to the actual transfer. Good cause includes, but is not limited to, any teacher who is displaced as a result of a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.
3. A list of all vacant appropriate positions shall be made available to an involuntary transfer.
4. If, in the view of the administration, there are two or more assignments or schools appropriate for assignment to teachers involved in involuntary transfers, the teachers involved may designate an order of preference for up to three positions. The administration shall consider the designation and shall make reasonable effort to place the teacher in one of the designated positions.
5. Involuntary transferred teachers shall retain all rights to subsequent voluntary transfer.
6. When a building must involuntarily transfer a teacher due to a drop in enrollment; turnaround; phase-out; reduction in program or reduction in building including closure, consolidation, or reconstitution, the teacher chosen for transfer shall be the last non-probationary person hired into the building in the program area being reduced and is deemed effective by the existing evaluation system, unless there is a compelling need in the building to retain the teacher. The principal will then consider the next non-probationary teacher who was hired last into the building under the same procedure as outlined above. The teacher chosen must be transferred under the mutual consent procedures outlined below.

D. Mutual Consent Transfer Procedures

1. The school district shall immediately provide the teacher with a list of all vacant positions for which s/he is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. To secure a mutual consent placement, the teacher shall apply and be considered for positions for which s/he is qualified. New teachers shall not be given assignments until all existing teachers requesting a mutual consent transfer to a particular open position have been considered by an administrator in the building where the vacancy exists.

Administrators shall interview all candidates who have a reasonable chance of being selected for the position; however, an administrator is not required to interview all candidates.

2. A non-probationary teacher who does not secure a mutual consent placement by the end of the contract year, shall become a member of a priority hiring pool and will be provided first opportunity to interview for a reasonable number of available positions for which s/he is qualified in the school district. New teachers shall not be interviewed until all teachers in the priority hiring pool who are qualified for the vacancy have been provided the opportunity to interview for the position by an administrator in the building where the vacancy exists.
3. The school district has the ability to place the teacher in a twelve-month or other limited-term assignment, substitute assignment or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring.
4. If the teacher is unable to secure an assignment at a school of the school district after two hiring cycles, the school district shall place the teacher on an unpaid leave of absence until such time the teacher is able to secure an assignment. For purposes of this article, a hiring cycle shall be defined as the period of time commencing on April 1 and concluding on September 1.
5. If the teacher secures a position at a school of the District while placed on unpaid leave, the school district shall reinstate the teacher's salary and benefits to the level they would have been had the teacher not been placed on unpaid leave.

E. Staffing New Schools

When a new school is opened, it may be necessary to transfer some teachers to the new school from one or more existing District schools. Transfer requests to the new school may be initiated by teachers or by the administration and shall be based on the factors noted in this Article; if initiated by the administration, they shall be subject to the limitations governing involuntary transfers.

Article 19 Reduction in Force

1. A reduction in the number of teachers in the District shall be in accordance with Colorado statutes in effect when the reduction notice is mailed. As used in this Article, "teacher" means any person, including a specialist, as defined in Article 1, Section 6 of this Agreement.
2. As used in this Article, "qualified" means that the teacher has the appropriate Colorado Department of Education licensure and endorsement or has the proper courses to meet regional or state of Colorado accreditation standards. The teacher's qualifications under this Article shall be judged on the transcripts, endorsements and certifications in that teacher's file in the Human Resources office not later than 10 calendar days after the date the reduction notice is mailed to the teacher. Later obtained or noted endorsements and certifications and later additions to that teacher's transcript shall not be considered in connection with the reduction.
3. If the Board in its judgment determines that teachers should be reduced (cancellation of employment) by reason of financial necessity, declining enrollment or for other reasons justifying a decrease in the number of teaching positions, the District shall institute the procedures set forth in this Article.
4. The procedures in this Article shall apply to any reduction of a non-probationary teacher and to a reduction of a probationary teacher either at the semester or at the end of the school year when the probationary teacher has not been given a timely notice of nonrenewal of the teacher's contract. The provisions of this Article do not apply to the nonrenewal of the contract of a probationary teacher in accordance with Colorado statutes then in effect, whether or not said nonrenewal is caused by a reduction in the number of available positions. Likewise, the provisions of this Article do not apply to overages of teachers in a building or program area that can be handled under the

voluntary or involuntary transfer provisions of this Agreement and that would not result in the teacher in an overage situation being reduced.

5. Before District representatives recommend a reduction in force subject to this Article to the Board, the Association shall be notified of the conditions necessitating the reduction and the needs of the district. If possible, said notification shall be given by November 1 prior to an anticipated semester reduction and by April 15 prior to an anticipated end-of-the-year reduction. With such notification, the Superintendent, or the Superintendent's designee, shall furnish the Association with relevant appropriate data concerning the reduction. Reductions shall only occur at the end of a semester or academic year.
6. The district shall create a pool of teachers, not more than double the number of teachers to be reduced, to be considered for reduction in the program area affected by taking the following factors into account:
 - a. Effectiveness, meaning teacher performance as determined by the teacher performance rating over the previous three evaluation cycles as determined by the District's performance evaluation system. If the teacher does not have three years of performance ratings from the District, then the Superintendent or Superintendent's designee shall consider only those available performance ratings. Nothing in this article requires the consideration of evaluations conducted in other school districts.
 - b. Length of service in the school district

After considering the factors above, the Superintendent or Superintendent's designee shall also consider the following factors in recommending a teacher for inclusion in the pool for consideration for reduction:

- a. Education, licensing endorsements and other professional qualifications
- b. Probationary and non-probationary status

The teachers to be reduced shall be selected by the District from the pool, taking into account District and building staffing and program needs as approved by the Divisions of Instruction and Human Resources.

The reduced teachers shall be assigned to a vacancy in another program area if the following conditions are met:

- a. The teacher files a written request for reassignment with the Division of Human Resources within 10 calendar days after the reduction notice is mailed to the teacher; and
- b. The teacher is qualified for the position; and
- c. The teacher has taught at least one full-time school year or its equivalent in that program area in the last seven years, or holds an endorsement on their teaching license issued by the Colorado Department of Education.

Within 14 calendar days after a reduction notice to which this Article applies is either handed to a teacher or mailed by certified mail with return receipt requested, that teacher may, in writing, request a review of that action to the Division of Human Resources. If such a request is made, the following procedure shall apply:

- a. The Board and the teacher (or the Association, if the teacher so desires) shall select an impartial hearing officer from available sources to conduct a hearing. In the event the parties are unable to agree upon a hearing officer, said hearing officer shall be selected in

accordance with Section 9 of Article 3 of this Agreement. When appropriate, more than one case may be heard at the same time.

- b. The request for review must specify the grounds on which it is contended that the reduction decision was improper under this Article.
 - c. The hearing officer shall schedule a hearing to be held within 14 calendar days of receiving the teacher's request. The teacher shall be given at least 7 calendar days notice of the hearing.
 - d. The hearing shall be conducted informally. The hearing officer shall have the authority to make appropriate procedural rules. Teachers may represent themselves or be represented by the Association.
 - e. The hearing shall be limited to those grounds specified in the request for a hearing and supported by such proof as is offered, provided the hearing officer may, if the hearing officer deems it necessary to determine whether the reduction was conducted in accordance with Colorado law and this Article, consider additional arguments and/or facts. A decision shall be rendered by the hearing officer within 14 calendar days following completion of the hearing.
 - f. The hearing officer shall make written findings and recommendations to the Board and the teacher. The cost of the hearing shall be borne as specified in Section 12 of Article 3 of this Agreement.
 - g. The Board shall take official action on the findings and recommendations of the hearing officer at the next regularly scheduled meeting of the Board, unless the decision is rendered within 10 calendar days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board.
 - h. This procedure is the only procedure that may be used to challenge a reduction in force of a teacher subject to this Agreement.
7. Reduced teachers who wish to be considered for recall shall provide written notification of that fact to the Division of Human Resources. Such teacher shall be placed on a recall list and shall remain on that list for two years after the date of the reduction. If a vacancy occurs in a program area in which a teacher on the recall list is qualified, that teacher shall be recalled. A teacher who is offered recall under this Section shall have 7 calendar days from the date the recall notice is either handed to the teacher or mailed by certified mail with return receipt requested, to accept or reject the offer. If the offer of recall is not accepted, the teacher shall forfeit the right to recall, and the teacher's name shall be removed from the recall list.
8. Teachers on the recall list shall, at their request, be called to serve as substitute teachers in areas in which they are qualified at substitute pay before any other substitute teachers are called. Teachers on the recall list shall have the option to remain active participants in the District's medical, group life and dental insurance programs by paying to the District the full cost of any benefit desired.

Article 20

Conference Release Time

1. The parties agree that professional conferences often provide the impetus for improvement in education through an interchange in ideas and an exposure to new developments. Therefore, it is agreed that \$40,000 be set aside each year (\$20,000 each semester) for the purpose of allowing employees to attend selected conferences of this nature.
2. Employees shall apply to the director, professional development, for approval of conference attendance as soon as possible after they become aware of meaningful conference opportunities; except that no such request shall be presented until the second week of each school year and requests may be only for the school year in progress.

3. The director, professional development, shall develop fair and equitable procedures for requests that shall include the following minimum guidelines:
 - a. The conference has a beneficial relationship to the applicant's teaching position.
 - b. No more than one-quarter of the money used to pay registrant's expenses shall be appropriated for out-of-state conferences.
 - c. A teacher may attend only one conference, either in or out of the state, per school year.
 - d. The \$40,000 fund established in this Article shall be used exclusively to pay all expenses (including travel, subsistence and conference registration fees) incurred by employees who attend such conferences and to pay the salary of substitutes for teachers attending such conferences.
4. The rate of reimbursement for employee expenses shall be at the actual cost. Employees must submit itemized receipts to the licensed professional development office upon return from said conference. Employees shall not be reimbursed for those expenses not accompanied by itemized receipts.
5. Nothing herein shall be construed to prohibit the District from providing additional conference opportunities for employees. When the District wishes to encourage such attendance, it may do so independent of this Article.

Article 21
Visitation Release Time

1. The Board and the Association agree that it is essential for the improvement of instruction to allow employees opportunities to observe exemplary programs both within and outside the District but within the Denver metropolitan area.
2. A pool of substitute days, equal to one-third of the District employee staff, subject to availability of substitutes and contingent on District budgetary limitations, shall be available for visitation release time each school year for the purpose of observing relevant programs in action.
3. This visitation shall be planned with the employee's principal in consultation with the teacher. The Division of Instruction's Licensed Professional Development Office shall have final approval. Among items to be considered in planning shall be support of the District's strategic plan, the school improvement plan, and the teacher's professional learning goals.
4. All expenses for substitute coverage shall be borne by the Division of Instruction.

Article 22
Leaves of Absence – General

1. As used in the following Articles of this Agreement concerning leaves of absence, the phrase "members of the immediate family" shall mean the teacher's spouse, child, father, mother, foster father, foster mother, foster children, stepchildren, domestic partners, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or any other relative of the teacher living in the immediate household of the teacher.
2. If an employee is entitled to pay pursuant to more than one provision of this Agreement for time spent on any type of leave permitted in the following Articles of this Agreement, the employee shall not receive more than an amount equivalent to that employee's full pay for any such leave time.
3. With respect to the following Articles of this Agreement that provide for various kinds of leave with pay:

- a. For all leaves of 30 days or less and paid leave under Section 6 of this Article of any duration, the teacher shall receive the full pay that the teacher would have received during that period, including pay for assignments under Appendix B, Appendix C, etc.
 - b. For all paid leaves, except paid leave under Section 6 of this Article, of more than 30 days, the teacher shall receive pay in accordance with the appropriate salary rate for that teacher as set forth on the Teacher Salary Schedule, Appendix A, and shall not receive any additional or supplemental types of pay.
4. When returning from a leave provided for in this Agreement, the employee shall return to the experience step on the teacher salary schedule that would have been assigned had the leave not been taken, provided the employee received pay for no less than 90 days in the school year prior to the time the leave commenced. In all other cases, the teacher shall, upon return, be placed on the same step the teacher was on when the leave commenced. This provision shall in no way act to deny teachers educational-level advancement on the teacher salary schedule upon return from a leave.
 5. An employee, while absent on any leave, shall keep the Division of Human Resources notified of the employee's current address.
 6. Full-time teachers shall accrue 12 days per contract year that may be used for paid leave under Article 23, bereavement leave under Article 26, and special leave under Article 33. The 12 days shall be earned in equal amounts over nine months starting in August. However, teachers in the first year of employment with the District shall be able to take leave, if necessary, prior to accruing the days.
 - a. If, during the course or at the end of a school year, a teacher either terminates employment with the District or goes on a leave permitted under Articles 25, 27, 29 (Section 1), 30 or 31, the per diem amount of all used but unearned leave shall be deducted from that teacher's final salary check prior to the termination of employment or the commencement of the leave. Within 10 work days after the teacher notifies Human Resources of intent to go on leave, Human Resources will inform the teacher of the amount of used but unearned leave.
 - b. The maximum amounts of leave time specified in Articles 26 and 33 shall remain in effect.
 - c. The accumulated individual sick-leave days that a teacher had at the beginning of the 1982 school year were transferred to the paid-leave days provided for in this Section.
 - d. Regular part-time teachers shall accrue leave days and be entitled to leave pay at the ratio that their work time bears to full work time.
 - e. Unused leave may be accumulated without any maximum.
 - f. While on any leave of absence permitted in this Agreement, a teacher shall retain but not accrue additional paid-leave time, except as indicated otherwise. All unused paid-leave time shall be eliminated whenever a teacher's employment is terminated, except that a teacher with three or more year's service to the District, who resigns and is reemployed within 12 months after resignation, shall have all accrued paid-leave days returned that the teacher had prior to resignation.
 - g. If, during the first three years of a teacher's employment by the District, such teacher has less than five days of individual paid leave remaining in the teacher's account at the time that a need to use bereavement leave (Article 26) arises, then such teacher shall, upon request, be credited with an advance of individual paid-leave time, which advance shall be taken from that teacher's account for the next succeeding school year. The advance shall be in an amount not to exceed the number of days necessary to bring the teacher's individual paid-leave account to a total of five days at the time of the request and shall be subject to all of the conditions specified in this Article.
 7. Teachers shall, prior to termination, be paid for earned but unused leave time in accordance with the provisions of this Section. Only teachers with at least 10 years service as teachers in the District shall be entitled to pay for accumulated leave time. There shall be no pay for the first 30 days of

accumulated leave time. Each day in excess of 30 days of accumulated leave shall be paid for at the current rate of .0015 times the teacher's annual salary as set forth on the then-current teacher salary schedule at the time of termination.

8. In addition to the leave granted under this Agreement, the District agrees to provide such leave as is required under the federal Family and Medical Leave Act of 1993, provided that the District maintains all rights reserved to management under that law and employees maintain all rights reserved to employees under that law.

Article 23 Paid Leave

1. Paid leave of absence is a benefit provided to teachers. Paid leave may not be used for travel time out of state for routine medical service. Among the reasons for which paid leave may be used are:
 - a. Injury or illness to the teacher or illness or disability of a member of the teacher's immediate family.
 - b. Dental visits, doctor visits or other health purposes when such appointments can be made only during the working day; provided, however, that the teacher shall come to work before the appointment if there are two or more hours of the normal duty day before reasonably having to leave for the appointment and shall return to work after the appointment if the teacher can reasonably return with two or more hours of the normal duty day remaining after arrival.
2. Any teacher taking paid leave may be required by the chief personnel officer or a designee, to verify the illness or injury by furnishing a medical doctor's statement or certificates.
3. During the period of time a teacher is using paid leave, the teacher may not leave the Denver area except for a medically related reason or bereavement. In such event, the teacher shall give the Human Resources office advance written notice of leaving the area.
4. When the compensation provided by the Worker's Compensation Insurance Fund, the District's long term disability insurance, or the PERA disability fund is less than the employee's regular compensation, an employee shall have the option to use a portion of his/her accrued paid leave to supplement the difference. With this option, the compensation received by the these entities and the use of the accrued leave shall enable the employee to receive the equivalent of his/her full salary.

Article 24 Health Leave Bank

1. The Board agrees to continue the Health Leave Bank during the term of this Agreement.
2. The bank was funded initially by a mandatory contribution from each employee of one day of that employee's individual paid-leave time. For new employees, a mandatory contribution of one day shall be made by them on the day on which their initial individual paid-leave time is allotted to them. Paid-health-leave days in the bank shall carry over from year to year, and an additional contribution shall not be required until the beginning of the school year after the days in the bank drop below 500, at which time an additional contribution of one day per employee shall be made to replenish the bank's days.
3. The bank shall be administered by the Health Leave Bank Committee consisting of the chief personnel officer or a designee, and three other members. One member shall be selected by the Superintendent of Schools and two by the Association. The committee shall meet at least once each semester to review all bank requests.

4. Leave may be requested from the bank for only illness or injury to the employee. The following conditions shall govern the granting of health-leave days from the bank:
 - a. Bank days may not be granted until an employee has used all individual paid-leave time.
 - b. Not more than 60 days may be used by one employee in one school year.
 - c. Not more than 60 days may be used by one employee for the same injury or illness.
 - d. Upon approval, a total of three days of unpaid leave shall be assessed to probationary employees, and five days of unpaid leave shall be assessed to nonprobationary employees per school year, after which health-leave-bank days shall begin. Staff shall not be assessed more than one time in a school year or more than one time for the same injury or illness.
 - e. Since bank days are to be used only for serious illness, injury or disability, medical evidence of such illness, injury or disability shall be required.
5. Decisions of the Health Leave Bank Committee with respect to eligibility for bank-paid health-leave days shall be final and binding and not grievable.
6. An employee receiving compensation from the State Compensation Insurance Fund, the District's Long-Term Disability Insurance, or the PERA disability fund for a period during which the employee is receiving health-leave days from the bank, and consequently is receiving full pay, shall assign such payments to the District and paid-health-leave days shall be restored to the bank equivalent to the amount of money so assigned.

Article 25 Parental Leave

1. Any pregnant teacher may use her accumulated and earned paid-leave time for such period of time as she is medically disabled from working by reason of her pregnancy. The teacher may be required to verify the period of her medical disability by forwarding a medical doctor's statement or certificate to the principal. When accumulated and earned paid-leave days are exhausted, or in the event the teacher does not desire to use such days during her disability period, the teacher shall be entitled to take unpaid parental leave in accordance with the provisions of this Article.
2. A pregnant teacher may continue to work so long as her doctor affirms that doing so is not a health risk to her, and physically she can perform the essential functions of her position. No later than the end of her third month of pregnancy, the teacher shall advise in writing the principal and the Human Resources office of her pregnancy and her expected delivery date. Upon receipt of this three-month notice, the District shall take steps to advise the teacher of the contents of this Article. Thereafter, the teacher shall furnish the following additional information in writing to the principal and the Human Resources office before the end of her sixth month of pregnancy:
 - a. Whether she intends to use her accumulated and earned paid-leave time and, if so, the date on which paid leave is expected to commence and the length of time during which such paid leave is expected to continue;
 - b. Whether, following the exhaustion of any paid leave, she intends to use or not to use unpaid parental leave, in accordance with Section 3 of this Article and, if so, the date upon which she anticipates commencing and ending her parental leave barring unforeseen medical developments; and
 - c. In the case of an employee electing not to use unpaid parental leave under Section 3 of this Article, whether she intends to use or not to use one of the options afforded under Section 4 of this Article and, if so, which one.
3. Teachers shall be entitled to an unpaid leave of no less than one full school year as follows: If the leave commences after the beginning of the school year, the teacher shall be entitled to remain on leave for the full school year immediately succeeding the date the teacher's leave commenced.

4. Following the commencement of a teacher's parental leave and conditional upon that teacher having furnished timely and consistent notice under Section 2 of this Article, the teacher shall have the following options:
 - a. If a teacher desires and if her medical doctor certifies her medical ability to do so, she may return at any time within 60 calendar days following commencement of the leave, provided she notified the Human Resources office in writing before her leave commenced that she desired to return within the 60 days and set forth the date upon which she would return; provided further, if a school quarter would end more than 60 calendar days after commencement of the leave and less than 70 calendar days after commencement of that leave, the teacher may extend her leave under this Subsection to the end of that school quarter. For leaves under this Subsection, the teacher may return to the same position she occupied when she commenced the leave.
 - b. If the teacher does not exercise the options in Section 4.a. above, the teacher shall be eligible to return to the first vacant position for which the teacher is qualified, at any time after the first 60 days of the parental leave period, but in any case, the teacher shall be returned to a position for which the teacher is qualified no later than the beginning of the school year immediately succeeding the date the teacher submitted notification of the teacher's intent to return.
5. Female employees who adopt children, and male employees who become the fathers of children by either biological or adoptive means, shall be entitled, upon request, to unpaid parental leave as set forth in Sections 3 and 4 of this Article, commencing when the child is born or adopted. Female and male employees who become parents, including by adoption, and who are eligible under the federal Family and Medical Leave Act of 1993, shall be entitled, upon request, to paid or unpaid leave as outlined in APS policy GDCCF.

Article 26 Bereavement Leave

1. In the event of a death in the employee's immediate family, employees shall be granted up to five consecutive days of paid leave from the employee's accrued paid leave. If the employee does not have sufficient accrued paid leave, the bereavement leave shall be without pay except as delineated in Article 22, Section 6.G. The employee shall use the district leave reporting system to report bereavement leave.
2. The amount of bereavement leave may be extended by approval of the chief personnel officer if the distance to be traveled is excessive or due to other unusual circumstances.
3. If there is a death of someone other than immediate family with whom the teacher has had a close personal or professional relationship, the chief personnel officer may, if the circumstances warrant such action, grant such minimal leave time as may be necessary for the teacher to attend the funeral.

Article 27 Workers' Compensation Leave

1. The District pays the applicable premiums to participate in Colorado Workers' Compensation; hence, its teachers are covered for occupational injuries and illnesses in accordance with the provisions of Colorado law.
2. When a teacher suffers an occupational injury or illness and is unable to work, as determined by the designated medical provider, the teacher is, as established and limited by the provisions of Colorado law, entitled to a portion of the teacher's regular teaching salary. For the first three work days of a teacher's disability, or for such longer period of up to 60 work days if the teacher is disabled by reason of being physically assaulted while in the performance of duties, the teacher shall nevertheless be retained on the teacher's full Appendix A salary for those days without being

required to use accumulated paid-leave days, provided the teacher assigns to the District the workers' compensation monies received for those days. Thereafter, the teacher may exercise the option to do either of the following:

- a. Retain the workers' compensation monies received and not use any of the teacher's accumulated paid-leave days under Section 6 of Article 22 for the time absent from work and for which the teacher has received such workers' compensation monies. If this option is chosen, the employee shall be placed on a leave of absence; or
 - b. Retain the workers' compensation monies received and use accumulated paid-leave days, or portions thereof, so as to receive full salary for the period the teacher is unable to work, and for which the teacher has accumulated paid-leave days. A teacher electing to receive full salary for the period the teacher is unable to work shall have up to one paid-leave day deducted for each duty day.
3. The District shall continue to pay its share of medical and dental insurance for individual teachers who select either option.

Article 28 Jury Duty and Witness Leave

1. Employees must provide their jury summons or subpoena for a court appearance as notification of jury duty or witness leave to their principal at least two days in advance of the court date. After providing notification to the principal the employee shall use the District leave reporting system to report the jury duty or witness leave.
2. Employees who are summoned for jury duty shall receive their full pay during their absence but shall assign their jury duty pay, mileage expense excepted, to the District.
3. Employees who are subpoenaed to appear in court, except where the employee is a plaintiff or where the employee is subpoenaed by the plaintiff in a suit against the District, the Board, a fellow employee, or a District administrator, shall receive full pay during their absence, up to a maximum of two days for any one case, but shall assign any witness fee paid, mileage expense excepted, to the District.
4. Teachers shall report for work before jury duty or court appearance if there are two or more hours of the normal duty day before reasonably having to leave for jury duty or court appearance and shall return to work after being released from jury duty or court appearance if they can reasonably return with two or more hours of the normal duty day remaining after arrival.

Article 29 Professional Leave

1. Full time teachers who have been regular employees of the District for at least six consecutive years may request an unpaid leave of absence for the purpose of pursuing collegiate study in a teaching endorsement area. Such leave shall not exceed one year.
2. The number of professional leaves throughout the District shall not exceed 0.25 percent of the total teaching staff at any one time. Leaves shall commence after the close of the school year and end prior to the beginning of the next school year. The total number of leaves to be granted, and whether specific leave requests shall be granted, shall be at the sole discretion of the chief personnel officer.
3. Leaves will not be granted unless a qualified replacement teacher is appointed. The employee who replaces a teacher on leave shall be notified of its temporary nature before acceptance of the appointment.

4. Prior to December 1, the teacher requesting a professional leave shall present an application to the chief personnel officer. Qualifying applicants must commit to completing at least 24 semester credits or the equivalent within their endorsement area or for an added endorsement during the one year leave period. Applications forms and procedures shall be posted on the District intranet. All applicants for professional leave shall be notified of the Board's decision by March 1.
5. Upon return from professional leave, teachers shall submit transcripts and/or a new Colorado Department of Education teaching license with the added endorsement to the chief personnel officer verifying that the preapproved collegiate and/or endorsement program was completed.
6. In accordance with Article 32 – Leave Without Pay, upon return from a professional leave, teachers may not necessarily return to the same assignments held prior to leave, but shall be placed into assignments for which they are qualified. The year during which the teacher was on professional leave shall not be counted as a year of teaching experience for purposes of step increases under the teacher salary schedule.
7. Upon return from a professional leave, the teacher may not apply for an additional professional leave until the teacher has taught for six school years after the earlier professional leave.

Article 30 Military Leave

1. An employee who is inducted, enlists, enters or is otherwise ordered into active duty as a member of the armed forces of the United States shall be granted, upon request, a military leave of absence without pay by the Board for such period of service, and shall be reemployed by the Board in accordance with relevant provisions of law. A copy of the employee's orders, notice of induction or other relevant documents shall be presented to the chief personnel officer at the time the request for leave is made.
2. If an employee who is a member of a Reserve or National Guard unit is required to take annual active duty training during the school year, that employee shall be granted leave for such active duty. The employee may, at his/her option, retain military pay and allowances and be considered on unpaid leave during the employee's active duty period, or the employee may assign his/her military pay and allowances to the District and remain on full salary from the District for the period the employee is on such active duty, up to a maximum of 15 calendar days annually. Employees taking leave under this Section shall give a copy of their military orders to the chief personnel officer or designee.
3. In addition, employees who are serving in the armed forces may be entitled to the protection of federal law, such as the Uniformed Services Employment Act of 1994, including the right to re-employment and, in some cases, the retention of benefits based upon length of service that would have been accrued had the employee remained on the job.

Article 31 Appointive and Elective Office Leave

1. Employees may request leaves without pay to serve in appointive or elective federal, state or local offices. Requests for such leaves may be submitted to the chief personnel officer.
2. If an employee is appointed or elected to a state board or commission that is directly concerned with matters relating to the teaching profession or the state's public schools, that employee may serve without loss of pay, provided the time spent is not more than five days in any school year. Additional time without pay may be granted upon approval by the chief personnel officer.

3. Employees may be candidates for and serve, if elected, without loss of pay, as city, county or state officials in unpaid or token payment positions provided the time spent does not require a substitute for the employee and is not more than five days in any school year. Additional time without pay may be granted upon application to the chief personnel officer.
4. Reasonable loss of time shall be permitted to announced candidates for the state legislature, provided such leave does not require a substitute for the employee. If elected, the employee shall request and the Board shall consider a leave of absence without pay for the period of required duty, or the employee shall resign.
5. Upon return from appointive or elective office leave under this Article, the employee shall be returned to an assignment for which that employee is qualified.

Article 32 Leave Without Pay

1. A teacher may request a leave of absence without pay by submitting a written request specifying the reason for leave. A leave of absence without pay may be granted by the Superintendent for a period of up to one calendar month. Leaves for more than one month must be approved by the Board.
2. Upon return from a leave without pay under this article of less than one month, the teacher shall be returned to the same assignment held prior to the leave. Upon return from such leave of one month or more, the teacher shall be returned to an assignment for which he or she is qualified.
3. Generally, leaves are not granted for longer than one-year period.
4. Leaves are not granted to permit an employee to be employed elsewhere except that teachers may, at the discretion of the chief personnel officer, be granted a leave of absence to teach in the Peace Corps, overseas Department of Defense Schools, as part of the teacher exchange program or to acquire the work experience necessary to obtain a career and technical credential.
5. A teacher with at least 12 consecutive years of employment in the District shall be entitled to a leave under this Article for the purpose of teaching in an extra-national school system. The teacher shall be entitled to a leave of two years if the extra-national school system requires a two-year commitment from the teacher.
6. While an employee is on an unpaid leave of absence approved by the Board of Education, the District shall not pay the premiums on the employee's district-sponsored health, dental and/or life insurance except as required by the Family Medical Leave Act. If an employee wishes to continue such insurance coverage, this may be done at the employee's expense by making the necessary arrangements with the benefits office.

Article 33 Special Leave

1. Upon request that specifies a purpose, teachers shall be granted paid special leave of not more than two duty days per school year if the teacher has accrued paid leave at the time such special leave is to be used. Special leave may be used for purposes such as legal, business, household, family or religious matters, but they may not be used for recreational or personal pleasure purposes.
2. Special leave requires prior approval from the teacher's supervisor.

- a. No special leave shall be granted on the day before or the day after a holiday or vacation period unless the teacher has actually been at work between the holiday or vacation period and the day requested as a special leave day. A teacher who takes special leave on an ineligible day without requesting and receiving an exception as allowed below will not be paid for that day.
 - b. A teacher wishing to attend the high school or college graduation ceremony of an immediate family member, which is scheduled on a day before or after any holiday or vacation period, may use special leave to do so.
 - c. For prior approval, teachers must submit a special leave request through the district leave reporting system.
 - d. The request will be reviewed by the principal and either approved or declined based on the guidelines outlined in this article.
 - e. Teachers may not submit special leave requests more than 60 calendar days in advance.
 - f. Prior approval requirements may be waived for emergencies and/or matters beyond the teacher's control at the discretion of the chief personnel officer.
 - g. Exceptions for requests of special leave prior to or following a holiday or vacation period may be made by the chief personnel officer for special circumstances beyond the teacher's control. The request for an exception must be made in advance of the desired special leave date and with proof for the exception.
3. Not more than 30 teachers may be absent due to special leave on the same day.

Article 34 Medical Examinations

1. The Board may, but need not, require medical examinations from time to time for all or some of its current employees. The examinations shall be given by medical doctors selected by the Board and shall be paid by the Board.
2. In the event of a medical examination required of a current employee, that employee may, at the employee's own expense, choose a medical doctor, provided that doctor is acceptable to the Board. The employee shall ask the medical doctor to report the results of the examination on the form used by the Division of Human Resources.
3. The Board may, after receiving the examination report from the employee's medical doctor, require an additional examination by a medical doctor selected and paid by the Board.

Article 35 Performance Evaluation

A. General Considerations

1. The primary purpose of performance evaluation is the improvement of instruction through evaluating the job performance and teaching techniques of the teacher being evaluated. The responsibility for the evaluation of teachers rests with their principals or immediate supervisors. Although the responsibility for the evaluation rests with the principal or the supervisor, a teacher and the principal/supervisor may, by mutual agreement, use alternative strategies for evaluation (examples of such strategies are peer observation, videotaping, and student and parent input). Agreements to use an alternative evaluation process should be written and signed by both the teacher and the principal. Alternative processes may be used only if the person to be evaluated is meeting District performance standards.
2. All formal monitoring or observations of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher. There shall be no use of eavesdropping, closed-circuit television, public address or audio systems, or similar devices for surveillance purposes.

3. Evaluation of teachers shall be based primarily on classroom performance, demonstrated instructional skills and other professional aspects of teacher performance, providing that such factors are:
 - a. Observed by the observer as part of a formal observation; or
 - b. Brought to the attention of the evaluator as a result of formal or informal observation by the evaluator or by other District administrators; or
 - c. Substantiated in writing if originating from any other source.
4. Observations made by District coaches and/or teacher leaders during the coaching process shall not be included in teacher performance evaluations. To ensure that the teacher-coach relationship retains the necessary degree of trust and that teachers are able to make mistakes and then improve with the help of their coaches, coaching observations must be kept separate from performance evaluations.
5. Any material deemed by the teacher to be of a negative nature and that is to become part of the teacher's permanent personnel record may be rebutted by the teacher if the teacher so desires. Such rebuttal shall be attached to the original material in the teacher's file.

B. Frequency of Evaluation

1. Nonprobationary teachers shall be observed annually and evaluated at least once every three years. More frequent evaluations may be initiated by either the principal or teacher. If an evaluation is requested by a nonprobationary teacher not more than once a school year, the principal shall comply with said request in conformity with the provisions of this Article. If a nonprobationary teacher is to be evaluated more than once every three years on the principal's initiative, the principal shall provide reasons in writing why such additional evaluation is deemed necessary, and a conference shall be held to discuss those reasons.
2. Probationary teachers shall be evaluated at least twice during the first year, once in each semester. Probationary teachers shall be evaluated at least once during the second and third years of employment but may be evaluated more frequently if deemed necessary by the principal.

C. Observations

1. At least two formal observations lasting 25 minutes or longer shall be held prior to each required evaluation. One of those may be made by any qualified administrator, but one must be made by the teacher's evaluator. The observer shall make written evaluation comments on the proper form and give a copy to the teacher within five working days.
2. Within five working days of each observation, a conference shall be held between the observer and the teacher. The focal point of the conference shall be the teacher's objectives for the lesson under consideration, and the teacher's observed strengths and weaknesses shall be discussed within this framework. Except in extenuating circumstances, for example when the absence of the teacher or the administrator makes scheduling difficult, observations shall be scheduled to allow the observation conference to be completed before a subsequent observation is initiated.
3. Advance notification shall be given at least two working days before a formal observation, unless the teacher otherwise agrees. The notification shall state that the observer shall conduct the formal observation during one or two of the classes or periods taught by the teacher. The observer shall specify two classes or periods on a particular day, at least one of which shall be the subject of the formal observation. At the time of the notification, the observer may request that the teacher provide the objectives for the lesson or lessons to be observed, in which event the teacher shall furnish such objectives to the observer not later than the end of the working day immediately preceding the day of the formal observation. In the event the observer is unable to attend a previously scheduled

formal observation, the observer and teacher shall confer for the purpose of jointly rescheduling another such formal observation.

4. Both the observer and the teacher shall sign and retain a copy of the observation report. If the teacher wishes, the teacher may make additional written comments within five working days, which shall be added to the report.

D. Evaluation Procedures

1. When the observations have been completed, the principal or other qualified building administrator (or the teacher's supervisor, where the teacher does not report to a principal) shall evaluate the teacher and shall conduct a conference with the teacher with regard to such evaluation.
2. The evaluator's written comments shall include specific suggestions for the improvement of weaknesses the evaluator has noted in the teacher's performance.
3. Both the teacher and the evaluator shall sign and retain a copy of the evaluation. If the teacher wishes, the teacher may submit written comments within 15 working days, which shall be added to the evaluation.

E. Allegations of Unsatisfactory Performance

1. If the teacher's performance is evaluated as unsatisfactory in any area, a remediation plan shall be developed in accordance with applicable Colorado law.
2. If a probationary teacher is to be recommended for nonrenewal, the District shall provide written notification of the fact of such nonrenewal both to the teacher and to the Association at least four working days prior to final Board action on such nonrenewal and in no event later than June 1. At the time of such notification, the District shall also advise the teacher of the reasons for said nonrenewal; however, the District shall be under no obligation to provide a copy of said reasons in its notification to the Association. In the case of a dismissal of a probationary or nonprobationary teacher, regardless of the date, the dismissal shall be conducted in accordance with the procedures set forth in the Colorado Teacher Employment, Compensation, and Dismissal Act of 1990.

Article 36 Employee Personnel Files

1. The official personnel file for an employee shall be the file maintained electronically in and by the Division of Human Resources.
2. Evaluations and observations shall not be placed in an employee's file unless the employee has had an opportunity to read and respond to the material as prescribed in the Performance Evaluation Article of this Agreement.
3. All materials not confidential under law in the employee personnel files shall be available electronically to the employee, within 24 hours of a written request to Human Resources. If paper copies are preferred, they may be made available within 24 hours of a written request to Human Resources at the actual cost of such copying.
4. Material that is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's personnel or building file unless the teacher is furnished a copy at the time of such placement. The teacher shall acknowledge reading such material by signing the actual copy to be filed. Such signature does not indicate agreement with the content of such material. Teachers shall have the right to offer written comment or rebuttal to any material in their personnel file and may have such comment or rebuttal attached to the material in the personnel file.

5. An individual building file for each employee may also be maintained, and each employee shall also have the right to examine that employee's building file and have copies of materials in it made available at the actual cost of such copying.
6. No other files shall be kept on any employee, except confidential references received by the District prior to employment of the employee by the District.

Article 37 Discipline

1. Except as set forth in Section 4 of this Article, no employee shall be disciplined or reduced in compensation without just cause. In imposing discipline, the District shall consider the employee's past record (including any prior discipline or warnings that have been issued), the seriousness of the offense, and all other relevant information. A teacher with or without prior discipline or warnings can be subject to discipline, as determined to be appropriate. Disciplinary action shall be in writing and labeled as such. The reason for the discharge or other disciplinary action of a nonprobationary teacher shall be given in writing at the time of such action, provided the teacher so requests.

When discipline is imposed, by mutual agreement and with notification to the principal or immediate supervisor, the teacher may file a grievance directly at level two of the grievance procedure. Arbitration of discipline matters will be accelerated to the extent possible.

2. Any employee shall be advised of the right to have a representative of the Association present while being disciplined or while being discharged. Any employee may request an Association representative for any meeting that the employee believes may result in disciplinary action, and the request may be granted at the administrator's discretion.
3. A teacher may be placed on administrative leave with pay. In most cases such leave shall be used for the purpose of conducting investigations. Such investigations will be conducted in a timely manner as dictated by the circumstances. The district shall provide any teacher placed on administrative leave with written notification specifying the basis for the leave. Upon a teacher's request, administration will provide updates on the status of investigations.
4. Teachers' actions shall not be considered abusive if performed in compliance with state/federal statutes.
5. All teachers, administrators and other district personnel are authorized to use reasonable and appropriate acts of physical force as described in district policy JK.1 section VI.
6. Probationary teachers are subject to the terms and conditions of this Agreement. A probationary teacher may be terminated at the end of that probationary teacher's annual contract at the discretion of the Board, and neither the probationary teachers nor the Association may file a grievance pertaining to such termination.

Article 38 Teacher Protection

1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom, and the Association recognizes it is the individual teacher's responsibility to seek help by immediately bringing to the attention of the principal or supervisor any situation that the teacher feels may warrant special assistance. Such help shall include but not be limited to special counselors, social workers, law enforcement personnel, or physicians.

2. All teachers, as soon as practicable, are to report in writing to their principal or supervisor all cases of assault suffered by them in connection with their employment. The report shall be forwarded to the Superintendent, who shall comply with any request from the teacher for assistance or information from legal counsel concerning the teacher's rights and obligations. The Superintendent shall also act in appropriate ways as liaison among the teacher, police and the courts.
3. During all hours that a teacher is on District property and is performing services on behalf of the District, or while performing such services at school-sponsored activities off District property, the teacher shall be responsible for the safe conduct of all students who fall within the range of that teacher's sight or hearing. In carrying out this responsibility, the teacher may use reasonable force to detain or deter the act or acts of one or more students from interfering with the safe conduct of another student or students.
4. When there is a claim or suit against a teacher for injury (death, injury to a person, damage to or loss of property of whatsoever kind, which would be actionable in tort) sustained from an act or omission of such teacher occurring during the performance of that teacher's duties and within the scope of that teacher's employment, except where such act or omission is willful or wanton, the District shall be liable for the costs of the defense of the teacher and for the payment of all judgments and settlements of claims against such teacher to the extent expressly set forth in the Colorado Governmental Immunity Act, which governs the District's liability.
5. In the event of any criminal action or charge of a violation of municipal ordinances being brought against a teacher that arises out of the teacher's performance of that teacher's duties as set forth in this Article, the Board shall furnish, upon the written request of the teacher, legal counsel selected by the Board to defend the teacher. If the teacher elects, the teacher may be defended by counsel selected and paid by the teacher. If the teacher is defended by the counsel selected by the Board and is found innocent of any criminal or ordinance violation, the Board shall assume the costs of the legal defense. If the teacher is found guilty, the teacher shall reimburse the Board for the costs of the legal defense. Should the teacher be found guilty and desire to appeal, legal counsel for such appeal shall be selected and paid by the teacher.
6. Teachers who use their motor vehicles in the performance of any duties for the District shall carry such insurance on the vehicles as may be required by law and such additional insurance as the teacher may desire. The teacher's private insurance policy, or the policy on any other vehicle driven by the teacher, is the primary coverage. The District carries an auto liability policy providing certain excess liability coverage with respect to the use of such vehicles.
7. Whenever the administration has knowledge of any contemplated or pending action against a teacher arising out of said teacher's employment, the subject teacher and the Association shall be immediately notified by the teacher's immediate supervisor.
8. The District shall reimburse a teacher, at the fair market value, for damage to or destruction of the teacher's clothing and other tangible personal property worn or carried by the teacher, which clothing or property is damaged or destroyed in the course of the teacher's performance of assigned duties and which is not caused by the teacher's negligence.
9. The District shall reimburse a teacher, at the fair market value, for damage to or destruction of the teacher's other tangible personal property (except vehicles), not caused by the teacher's negligence, while on school premises under the following conditions:
 - a. The employee's personal property must be items that are not supplied or provided by the District.
 - b. The principal or immediate supervisor must give prior approval to the usage of the personal property.

- c. The employee must complete and file with the principal or immediate supervisor a registration form on the personal property being used and covered under this provision.
10. Nothing in this Article shall prohibit an employee from utilizing personal property not so registered and retaining the liability for the damage to or destruction of that property.

Article 39 Instructional Advisory Meetings

The Association president and chief academic officer will meet monthly to discuss potential and/or in-progress instructional initiatives, interests, and concerns. Upon mutual agreement, either party may invite teachers or support staff to join a session. The meetings may result in suggestions being forwarded to the Division of Instruction to improve the implementation or effectiveness of instructional initiatives.

Article 40 Building Council

There shall be in each school building a standing committee, known as the Building Council, to serve as the principal's advisory committee.

1. Each principal shall determine the number of teachers to be on the council in the building, provided there shall be no fewer than one-third of those teachers or five of them, whichever of those figures is smaller, and there shall be no more than eight persons on the council.
2. Members of the council shall be elected by secret ballot at a regularly scheduled faculty meeting held prior to the end of the fourth week of school. Teachers shall be elected for two-year terms. Terms shall be staggered so that approximately one-half shall be elected each year. At the discretion of the council, a minimum number of one-year terms can be utilized to restore the balance of staggered term expirations.
3. In those buildings having department chairpersons, if the principal desires, the teachers in that building may choose to allow the principal to use the department chairpersons as the Building Council members, in which event the maximum of eight persons on the council shall be waived if there are more than eight department chairpersons. The decision to utilize department chairpersons as the council must be made every two years by a secret ballot election scheduled and conducted as above.
4. Principals shall meet with their council at least once a month. The council will choose a chairperson at the initial council meeting each school year. The chairperson should be determined by a consensus or by election if consensus is not possible.
5. The purpose of the council shall be to create a productive and healthy building environment. To that end, the council, in cooperation with the building principal, will establish a process through which the entire staff may participate in the development, implementation and enforcement of building procedures, rules, regulations and other matters of concern relative to the proper functioning of the building's educational program including the building environment. While the council may appropriately address communications and building morale concerns, its function is not to address specific conflicts between staff members or personnel issues. To support schools in this process, the district, with the association support, may provide voluntary training in problem solving techniques and procedures. The training would be offered jointly to both building administration and association representatives. The training is intended to encourage the use of problem solving techniques in the operation of Building Councils and/or other applications.

6. Each Building Council shall, at its discretion, reduce to writing such building procedures, rules and regulations established in accordance with the staff-involvement procedures referred to in Subsection 1.c. of this Article. Building rules, regulations and procedures shall neither contradict nor supersede the terms of this Agreement, Board policy or the laws of Colorado.

Article 41 Leadership Teams

There shall be a Leadership Team in each school building.

1. Leadership Teams analyze the instructional and organizational practices of the school and support distributive leadership. Guiding principles of distributive leadership require people to operate in networks of shared and complimentary expertise. Knowledge and practice are stretched across roles to address the learning needs of adults and students and to increase student achievement.
2. Building Leadership Teams shall include principals, all interested teachers and district instructional experts for the given issues addressed by the team. Annually, by the end of the fourth week of school, the principal will ensure that all school staff are made aware of the opportunity to serve on the Leadership Team and encouraged to participate. Membership will be confirmed annually, but participants may change throughout the year as determined by the group's topics, and subgroups may work on specific tasks. The composition of Leadership Teams is intended to be inclusive and flexible enough for buildings to define their teams to meet needs. Excluding Building Council, Leadership Teams may replace existing decision-making groups.
3. Communication with building teachers is key to Leadership Teams. The principal will ensure that the following are communicated to all staff:
 - a. Leadership Team membership
 - b. Time and location of meetings
 - c. Agendas, published prior to meetings, which outline topics being addressed
 - d. Minutes, published after meetings in a timely manner, which outline progress
 - e. Procedures for teacher input to Leadership Team
4. Leadership Team key responsibilities may include:
 - a. Support the goals of the district strategic plan
 - b. Distribute leadership opportunities and responsibilities beyond the administration
 - c. Empower teachers as leaders in instruction
 - d. Report strengths and challenges to the faculty, particularly in literacy and math
 - e. Establish the School Improvement Plan
 - f. Monitor the implementation of the plan and modify as necessary
 - g. Monitor the effective and efficient use of time

Article 42 Admission to School Activities

1. Each teacher shall be provided with an identification card on a standard form. It is understood and agreed that the identification card is personal and under no circumstances shall the teacher loan or otherwise give possession of such card to any other person. If a card is lost, the teacher shall immediately notify the Human Resources office.
2. Upon presentation of the identification card, teachers shall be admitted free of charge to activities of the District held within the District in accordance with the provisions and limitations of this Article,

provided such free admission shall not be granted for activities held outside the Aurora Public Schools, even though Aurora students may be participating in such activities, nor for playoffs scheduled in the District by the Colorado High School Activities Association. For those activities where reserved seating is utilized, the free admission shall not entitle the teacher to a reserved seat unless the teacher pays the difference between a general admission and reserved-seat admission.

3. Whenever it appears to the administration that an activity shall or reasonably may involve a capacity or overcapacity crowd, the teacher may be required to make known the intention to attend a reasonable amount of time in advance of the activity and secure an advance reservation or admission ticket.
4. Whether the activity shall or may involve a capacity crowd, a teacher shall be entitled to free admission to any activity held at the school at which the teacher teaches, or held at another school if students taught by that teacher are participating in that activity. As to other teachers, if the activity shall or may involve capacity crowds, the administration may limit free teacher admissions to a reasonable number on a first-come, first-served basis. In determining the number of such free admissions, the administration may consider such factors as the anticipated student and parent demand for admission and whether paid admissions are relied upon to partially sustain the activity, such as is the case in the presentation of musical and dramatic performances at the secondary level.
5. Free admission shall not be granted to any activity sponsored by a student organization as a fund-raising endeavor.

Article 43 Grievance Procedure

1. As used in this Article, the following terms shall have the following meaning:
 - a. A "grievance" shall be a complaint by a teacher, a group of teachers or the Association that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of this Agreement. The term grievance shall not apply to any matter where the method of review or the procedure is prescribed by law, or where the Board is without authority to act. If any teacher is disciplined for a claimed violation of the Board policy or the administrative regulation on either Communicable Diseases or Staff Ethics/Conflict of Interest, a grievance may be filed contesting that discipline.
 - b. A "grievant" shall be a teacher, a group of teachers or the Association. Association grievances, grievances where the grievants have more than one principal or immediate supervisor, or grievances where the principal or immediate supervisor does not have the authority to resolve the grievance shall be filed initially at Step 2 of this procedure.
2. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to grievances. It is, therefore, agreed that all grievances shall be resolved as outlined below. Both parties agree that grievance proceedings shall be kept confidential at each level.
3. It is recognized that nothing contained in this Article shall be construed as limiting the right of any teacher, group of teachers or the Association, from informally discussing a grievance with any appropriate member of the administration and having the grievance adjusted in that manner, provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be informed and have the opportunity to be present and state its views at any step of the grievance procedure or during any discussions held pursuant to the provisions of this Section.
4. Since it is important that grievances be processed as rapidly as possible, the number of days specified at each level shall be considered as a maximum, and every effort shall be made to

expedite the process. The time limits specified may, however, be extended or shortened by mutual agreement of the parties to this Agreement.

5. If a grievance is filed that might not be finally resolved at Step 3 under the time limits set forth herein, prior to the end of the school year, and that, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is reasonably practicable.
6. The following shall govern the processing of all grievances:
 - a. No grievance shall be valid unless it is submitted at Step 1 of the grievance procedure within 30 calendar days after the grievant knew, or should have known, of the circumstances on which the grievance is based, except that any alleged violative practice that is continued beyond the 30-day period shall continue to be subject to the grievance procedure.
 - b. It is agreed that if a grievant and/or the Association fails to meet the deadline for submission of the grievance to the next step, the grievance shall be considered settled adversely to grievant. If the question of arbitrability or timeliness is contested at any level of the grievance procedure, the questions and the grievance shall be submitted immediately to Step 3 of this procedure.
 - c. If a principal, supervisor or administrator should not answer the grievance within the time limits specified herein, the grievance is advanced to the next step of the procedure without further action by the grievant or the Association, unless the complaint is withdrawn, in writing, by the grievant.
7. The steps for processing grievances shall be:
 - a. Preliminary Step. The grievant may discuss the matter with the principal or immediate supervisor with the objective of resolving the matter informally. The grievant may, as an option, discuss the matter either alone or accompanied by an Association representative. If a grievant requests an informal discussion concerning a potential grievance, such request shall be granted within five working days of the request or the grievance may be filed at Step 1.
 - b. Step 1. The grievant shall reduce the grievance to writing and file it with the principal or immediate supervisor and shall send a copy thereof to the Association and Human Resources. The principal or immediate supervisor shall give a written decision within seven working days after the grievance is received by the principal or immediate supervisor and Human Resources.
 - c. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant and/or the Association may appeal to a Human Resources director, within seven working days after receipt of the written decision of the principal or supervisor. The appeal shall be in writing and shall specify which parts, if any, of the original grievance were satisfactorily resolved, or modified by the Step 1 decision. A Human Resources director shall meet with the grievant and/or the Association representative within seven working days after receipt of the written appeal from Step 1. The Human Resources director shall give a written decision within 10 working days after the close of the meeting.
 - d. Step 3. If the grievance is not satisfactorily resolved at Step 2, the parties agree to participate in nonbinding arbitration of the dispute upon the written demand of the Association. Such demand shall be postmarked or hand-delivered within 15 working days after receipt by the Association of the Step 2 decision. The arbitrator shall be selected in the same manner as the mediator is selected in Section 9 of Article 3 of this Agreement.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement. Likewise, the arbitrator shall have no authority to render a decision on any issue other than interpretation or application of this Agreement. If a case is taken to arbitration that the arbitrator concludes involves an issue on which the arbitrator has no right to render a decision by reason of the foregoing, the arbitrator shall refer the case back to the parties without decision. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party but shall be advisory only. The expense of the arbitrator shall be borne equally by the Board and the

Association. If either party desires a transcript of the arbitration hearing, the cost of such transcript shall be paid or shared as is provided in Section 12 of Article 3.

8. The Board shall take official action on the decision of the arbitrator at the next regularly scheduled meeting of the Board, unless the decision is rendered within 10 working days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board.

Article 44 Pilot Schools

The Association and the Board support the establishment of pilot schools in APS. The purpose of establishing pilot schools is to provide additional models of educational excellence that will help to foster innovation throughout APS. Pilot schools must reflect the four essential features of 1) small size, 2) accountability, 3) governing autonomy, and 4) equity. The pilot schools model of teacher empowerment, parent engagement, and student achievement is a voluntary model that brings decision making and accountability closer to those who directly engage students in the school. The parties hope to encourage creativity and innovation among school staff and community members and thereby improve student performance. The Association and Board agree that bargaining unit employees in pilot schools shall be governed as follows.

A. Scope

During the term of this contract, the parties agree to the goal of a maximum of eight pilot schools by 2014.

New pilot schools may result from conversions (including creation of a separate school within the same facility) and newly created schools.

B. Association Responsibilities and Participation

Pilot school staff are expected to participate in the ongoing activities of the Association, including election of an AEA building representative who will be responsible for conducting the following: (1) Association elections; (2) elections to convert a traditional school to a pilot school; (3) elections to approve the annual Election to Work Agreement and (4) elections of teachers to the governing board. Pilot schools are expected to maintain AEA membership levels similar to the district-wide percentage of Association membership. The Association shall be responsible for Association member recruitment and retention efforts within pilot schools to ensure Association responsibilities are met at each site. Meeting time will be provided at each site for Association leadership to fulfill this responsibility. The Association president will assign Association members to serve on the Joint Steering Committee.

C. Status of APS Employees Who Work in Pilot Schools

All AEA bargaining unit members who elect to work in pilot schools shall maintain their full status as members of the AEA bargaining unit and as employees of the District.

1. These employees shall continue to receive, at a minimum, their salary and all benefits (including but not limited to all leave and insurance benefits) set forth in the Collective Bargaining Agreement ("Master Agreement") between the District and AEA, as well as all PERA benefits.
2. These employees shall continue to be subject to the rights, protections, obligations and duties applicable to licensed employees under Colorado law, including, but not limited to, the membership in the Public Employee Retirement Association.
3. These employees shall continue to accrue seniority as provided in the Master Agreement.

4. These employees shall continue to attain and maintain status as set forth in Colorado law and the Master Agreement (e.g., temporary, probationary, non-probationary, etc.).

D. Working Conditions in Pilot Schools

All employees shall work in pilot schools on a voluntary basis. Such employees may request a voluntary transfer to another district school by March 1, and if such request is made by a non-probationary teacher it shall be granted. If a teacher is released involuntarily from a pilot school during the term of this agreement, the teacher shall be transferred to a vacancy for which that teacher is qualified. "Good cause" under Article 18, section C of the Master Agreement shall be deemed to be established in cases of involuntary transfers from pilot schools.

Teachers at pilot schools shall retain all the rights under Article 18 (Teacher Transfers) to which teachers in traditional schools are entitled. In addition, teachers who transfer voluntarily from pilot schools by March 1 shall have the rights outlined in Article 18.C., sections 3 & 4 (rights which are ordinarily reserved for involuntary transfers). Also, teachers who are transferred involuntarily shall have the rights outlined in Article 18.B., sections 1 through 8 (rights which are ordinarily reserved for voluntary transfers).

Notwithstanding any indication in the foregoing paragraphs to the contrary, probationary teachers in pilot schools may be non-renewed according to the same timelines and processes as teachers in traditional schools, and in such cases they will not have the guarantee of another position in a traditional District school by reason of submitting a transfer request.

Pilot schools shall continue to follow state and federal laws and regulations, but shall still strive for a model of collaboration and shared decision-making at the school site, embodying freedoms from locally imposed constraints. To that end, pilot schools shall be exempt from all Board rules and District policies recommended by the Joint Steering Committee and approved by the Board of Education *Note: BOE must approve waiver from district policy -- some policies (like child abuse, sexual harassment, pay for administrator and classified employee etc.) will probably apply and shall likewise be exempt from the provisions of the Master Agreement specified below. No AEA bargaining unit member may be laid off as a result of the existence of pilot schools.*

1. As expressly set forth below, most of the provisions of the Master Agreement shall remain in full force and effect in pilot schools at all times during this agreement. The following cannot be waived or in any way modified by the governing board of a pilot school, and shall continue to apply with full force to unit members who work in pilot schools:

The following articles shall apply in their entirety:

- ✓ Articles 1 through 10
(Article 1–Definitions; Article 2–Recognition; Article 3–Negotiations Procedures; Article 4 –No Strikes; Article 5–Board Rights; Article 6–District Policies; Article 7–Teacher Rights; Article 8–Association Privileges; Article 9–Dues Deductions; Article 10–Association President & Leave Days)
- ✓ Article 12 - Educational Advances
- ✓ Articles 19 through 34
(Article 19–Reduction in Force; Article 20–Conference Release Time; Article 21–Visitation Release Time; Article 22–Leaves of Absence; General; Article 23–Paid Leave; Article 24–Health Leave Bank; Article 25–Parental Leave; Article 26–Bereavement Leave; Article 27–Workers’ Compensation Leave; Article 28–Jury Duty & Witness Leave; Article 29–Professional Leave; Article 30–Military Leave; Article 31–Appointive & Elective Office Leave; Article 32–Leave Without Pay; Article 33–Special Leave; Article 34–Medical Examinations)
- ✓ Articles 36 through 38

- (Article 36–Employee Personnel Files; Article 37–Discipline; Article 38–Teacher Protection)
- ✓ Articles 42 & 43
(Article 42–Admission to School Activities; Article 43–Grievance Procedures)
- ✓ Articles 46 through 48
(Article 46–Savings; Article 47–Entire Agreement; Article 48–Term of Agreement)

The following articles shall apply to the extent specified below:

- ✓ Article 11- Compensation
 - Section 1, the third sentence shall not apply.
 - Section 3 shall not apply.
 - Sections 7 and 8, as they relate to pay for Appendix B and C assignments, shall apply with the understanding that the teacher’s assignment at the pilot school must be substantially the same as that in other district schools to receive the pay.
 - Sections 18, 19, 20 and 21 shall not apply.
- ✓ Article 13 – Teacher Duty Day & Teaching Hours, only section 6 will apply.
- ✓ Article 14 – Teaching Assignments, only section 1 will apply.
- ✓ Article 15 – Teaching & Learning Conditions, only Section F. Miscellaneous, number 1 will apply.
- ✓ Article 16 – Department Chairpersons, only sections 1 and 3 will apply.
- ✓ Article 18 – Teacher Transfers, subsection D: Staffing New Schools does not apply.
- ✓ Article 35 – Performance Evaluation, this article will apply with the understanding that a pilot school could establish additional evaluative processes as long as they are in addition to the district-approved evaluation.

The following articles shall not apply:

- ✓ Article 17 - School Paraeducators
- ✓ Article 39 – Instructional Advisory Meetings
- ✓ Article 40 & 41 - Building Council/Leadership Teams unless such committees function at a pilot school
- ✓ Article 45 - Foreign Teachers

2. The foregoing articles that remain in effect shall continue to be subject to the grievance provisions of the Master Agreement. All other matters shall not be subject to the contractual grievance provisions and, instead, are subject to review exclusively through the Internal Appeals Process set forth below.
3. The provisions of this pilot schools agreement are not intended to narrow or expand the rights of the District or AEA to be less or greater than that provided by law, except as specifically set forth in this article. If there is a conflict between a specific provision of this article and legal requirements, all other non-conflicting sections of this article shall remain in full force and effect.

E. Work Year, Workday

1. The matters set forth in the section “Working Conditions in Pilot Schools” above shall be reduced to writing in an "Election to Work Agreement" that shall be provided to each pilot school employee at the inception of his/her employment at the pilot school and no later than March 1 annually thereafter. All employees are required to sign such document as a condition of working or continuing to work at the pilot school. This document shall also include the following information:
 - a. The length of the instructional day, school day and workday.
 - b. The length of the instructional year and work year and school calendars.
 - c. The amount of time an employee is required to render service beyond the instructional/school/work year or day set forth in the Master Agreement.

- d. Any additional required duty time, such as during summers, school breaks, etc.
- e. Any additional teacher evaluation measure that enhances the effectiveness of the pilot school.

2. Each school must have a governing board. The governing board creates its own governance structure using shared decision-making. The governing board shall establish a process for determining the length of the unit member work year, the length of the instructional and duty day, the school calendar, the amount of professional development to be provided in and outside of school, and summer work. These matters shall be part of the RFP submitted for approval/modification as set forth above.
3. Notwithstanding the provisions of this section, pilot schools shall, at a minimum provide at least the number of student instructional hours and the amount of instructional minutes as other District schools at the same level.
4. Bargaining unit employees at pilot schools shall have, at a minimum, employee contract hours which are equal to the minimum number of yearly duty contract hours required by the Master Agreement (1,496 hours for continuing teachers and 1,520 for new teachers).
5. The parties agree that the Election to Work Agreement (including length of work year, length of work day, professional development time in and out of school, summer work), shall be created by a process designated by the governing board and shall be given to affected staff no later than February 1 of the previous school year. (This deadline is waived the year before the pilot school opens). All AEA bargaining unit staff members who work 50% or more of their assignment at the site shall have the right to vote. The Annual Election-to-Work Agreement must be approved by a 66 2/3% secret ballot vote of all AEA bargaining unit staff at that site. If it is not approved, it shall be sent back to the governing board for possible revision. This election is to be run by the AEA association representative. If the Election to Work Agreement for an upcoming school year has not been approved by March 1 the previous year's Election to Work Agreement shall remain in place.
6. All licensed staff members who work 50% or more of their assignment at the site shall have the right to vote on the decision to convert. The conversion vote must be approved by a 66 2/3% secret ballot vote.

F. Governance of Pilot schools

Each pilot school shall be governed by a governing board, consisting of a minimum of 10 members, the composition of which shall be as follows. Preferably, the governing board will have a minimum of 10 members, representing the following stakeholder groups. Pilot schools will make efforts to assemble these representatives as a governing board. The District and the Association will be requested to assist in achieving the composition of the governing board as stated. Substitutes may be permissible if efforts fail in this intervention.

- The principal
- Four teachers who are AEA members, elected by all members of the site's bargaining unit; one of the AEA teacher representatives will be the building association representative; to be eligible for service, teachers must be AEA members at the time of the election and must maintain membership during their term of service.
- At least one classified representative chosen by his/her peers.
- A minimum of three parents selected by parents, and,
- At least one non-parent community members selected by the governing board.
- If the governing board grows beyond 10 one-third will be AEA members.

The responsibilities of the governing board are as follows: set the school vision, approve the annual budget, annually determine the process for revising the election to work agreement, approve the annual election-to-work agreement, recommend initial selection of the school leader and annually make a recommendation to the superintendent as to retention of the school leader. The evaluation of the principal shall be completed as required by Colorado law, (including the requirement that the principal be evaluated by a person with a type D license); however, the governing board shall have significant input into the evaluation. The governing board also is responsible for managing the Internal Appeal Process.

G. Establishment of Pilot Schools

1. Establishment of pilot schools shall be accomplished through an RFP process.
 - a. The RFP process will be developed by APS and AEA and administered by the Joint Steering Committee, the composition and operation of which are set forth below.
 - b. Completed RFPs will be reviewed by the Joint Steering Committee, which shall thereafter determine which proposals are recommended to the Board of Education for approval. A 66 2/3% affirmative vote is necessary to recommend approval to the Board of Education.
 - c. No pilot school shall be established without the approval of the steering committee and the APS School Board as set forth herein.
2. Modification of RFP: Any substantive modification to the terms and conditions of the approved RFP shall be valid only if approved through the process set forth in Section 1, B and C above.

H. Pilot Schools Joint Steering Committee

This committee is charged with reviewing and recommending approval to the Board of Education of all initial RFPs to establish pilot schools, and all proposals to later modify initial RFPs.

The committee shall be comprised of representatives from the following organizations:

- The AEA president (or designee).
- The UniServ director (or designee).
- The superintendent (or designee).
- A district-level representative from the Division of Instruction.
- Three teachers selected by the AEA.
- Three administrators selected by the School Executives of Aurora.
- A parent chosen by the District Accountability Advisory Committee and
- One classified representative selected by the Classified Employment Council.

I. Funding of Pilot Schools

Pilot schools shall be funded through a lump sum per-pupil budget, as well as central and local discretionary services.

J. Internal Appeals Process

1. The governing board of each pilot school shall develop an Internal Appeals Process ("IAP") which may be utilized by bargaining unit members at pilot schools to address concerns which are capable of being addressed under the terms of the IAP.
2. A complaint under the IAP is limited to allegations that the written terms and conditions governing the pilot school as specifically set forth in the RFP and/or written decisions of the local governing board have been violated or misapplied.
3. Each pilot school's IAP must be submitted to the steering committee for approval.
4. If a pilot school cannot agree on an IAP, the process set forth in section 7 below shall be deemed to be the IAP at that school. Such IAP shall also apply if the steering committee rejects

a locally developed IAP and the pilot school does not agree to a revised procedure, or if the steering committee rejects a revised procedure.

5. Every pilot school employee shall receive a written copy of the IAP.
6. Every locally developed IAP shall provide that if a complaint cannot be satisfactorily resolved at the pilot school level, a final decision will be made jointly by the superintendent of schools/designee and the president of AEA/designee.
7. This IAP shall be used at pilot schools only under the circumstances stated in section 4 above. A "complaint" for purposes of this IAP is defined as set forth in section 2 above. A "day", for purposes of the timelines of this IAP is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays. The time limits of this IAP are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

The steps of this IAP are as follows:

a. Informal meeting between the grievant and school leader: Within five days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the school leader (and the department chair if the matter involves the department chair), to discuss the matter and attempt in good faith to resolve it. That meeting shall be conducted within five days of the request

b. Second meeting, with association representative included: If the dispute has not been resolved within five days of the above-described informal meeting, the employee shall have up to an additional five days in which to request a second meeting, this one to include the persons from the informal meeting, and also the association representative for the site, and may also include a designee of the school leader. The purpose of this meeting is for the school leader and the association representative to attempt in good faith to resolve the dispute. This meeting shall be conducted within five days of the request. If the matter is not resolved within five days of the second meeting, then this step is deemed completed. Provided, however that if the association representative may be personally affected by the outcome, and there is no designated co-representative, the matter shall automatically proceed to the next step.

8. Third meeting: governing board: If the dispute has not been resolved within five days of the above-described second meeting, the employee shall have up to an additional five days in which to request a meeting with the governing board. This meeting shall be conducted within five days of the request. If the dispute has not been resolved within five days of this meeting, the employee may submit the claim to the superintendent and AEA president as outlined in section 6 above.

K. Evidence of Improved Student Achievement

Pilot schools have three years to match or exceed the academic achievement of schools within the district with similar student demographics as the pilot school. Pilot schools can receive extensions of achievement timelines upon recommendation from the Joint Steering Committee and approval by the Board of Education.

Article 45 Foreign Teachers

1. The Aurora Education Association and the Aurora Board of Education recognize the need for qualified licensed teachers in every classroom. Both AEA and APS also recognize that at times

there is a shortage of qualified domestic teachers in certain critical-need areas of instruction. A critical-need area is defined as a subject matter, area of instruction, grade level or area of subject-matter expertise in which the pool of candidates (including Teachers in Residence) available domestically is not expected to be large enough to fill the vacancies within the District. The District shall notify the Association when a critical-need area exists. The District shall post openings in areas of critical need following guidelines set forth in Article 18. The District can, at the same time, consider filling the vacant position with a qualified educator from another country, and can fill the position with such a candidate if no qualified domestic candidates have applications on file with the District at the time the offer of employment is made. The term "qualified domestic candidate," as used in the preceding sentence, is defined as a candidate who has had experience in the area that needs to be filled, has obtained the necessary licensing by the state of Colorado for that area of instruction, and whose background, recommendations and other characteristics meet minimum standards. The District shall notify the Association of the number of foreign instructors hired, and the subjects that they shall be teaching, no later than the first day of the school year, or if such persons are hired after the start of the school year, promptly after hiring.

2. If any provision of this Agreement is in conflict with state or federal law or regulation (including rules of the U.S. Immigration and Naturalization Service) relating either to noncitizens working in the United States or to any aspect of persons from foreign countries working under the auspices of a firm in the business of providing such persons, then such law shall supersede this Agreement.
3. Application of the Agreement to Foreign Teachers: Persons who are hired under the auspices of a firm in the business of providing teachers from foreign countries and who teach in the District, shall be considered employees of the Aurora Public Schools and shall be covered under all provisions of this Agreement with the following qualifications and exceptions:
 - a. Article 7 (Teacher Rights). Nothing in Article 7 is intended to expand coverage to such persons of any constitutional right, statute or law they would not otherwise have enjoyed.
 - b. Article 11 (Compensation), Section 14. Such persons shall not be provided any of the insurance coverages or benefits specified in Section 14, except that such persons shall be eligible for dental insurance. If the company providing any insurance coverage or benefit to APS or its employees now or hereafter takes the position that foreign teachers are not covered for any reason, APS shall not have breached this Agreement and shall have no obligation to provide coverage from any other source or otherwise compensate the employee for the lack of coverage or the consequences of lack of coverage.
 - c. Articles 18, 19, 30 and 31. Such persons shall not be covered under the following provisions of this Agreement: Article 18 (Teacher Transfers); Article 19 (Reduction in Force); Article 30 (Military Leave); and Article 31 (Appointive and Elective Office Leave).
 - d. Article 43 (Grievance Procedure). If a foreign teacher, or the firm employing such a teacher, for any reason notifies the District that the teacher shall not be working the following year, or if the District chooses to nonrenew the teacher, then any grievance brought on behalf of or directly relating to that employee shall immediately be rendered moot and shall not proceed. However, if the Association determines that the alleged contract violation impacts U.S. citizens who are in the bargaining unit, the Association shall be free to pursue the grievance.

Article 46 Savings

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law by reason of existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and be recognized by both parties as a binding contract between them.

2. If any provision of this Agreement is invalidated by a statute or a final judgment of a court of competent jurisdiction, either party to this Agreement may request negotiations, which negotiations shall commence within 30 days after the request for them. The negotiations shall be limited to consideration of a legal substitute provision, if any, which is directly related to the provision that was invalidated.

Article 47
Entire Agreement


1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement (and in the Appendices attached hereto) between the parties. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and without qualification, waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.
2. This Agreement sets forth all of the negotiated rights and obligations of the parties, and all prior agreements and memoranda are superseded and of no force and effect.
3. Copies of this Agreement are currently available to all teachers, as well as the general public, for viewing and/or printing via the District's Web site(s).
4. Any Board policies or administrative regulations or procedures in direct conflict with a specific provision of this Agreement, whether enacted before or after the date hereof, shall be deemed superseded and of no force and effect.
5. Nothing contained in this Article shall preclude the parties by mutual agreement from negotiating changes, amendments, modifications or supplements to this Agreement during its term.

**Article 48
Term of Agreement**

1. This Agreement shall be effective as of July 1, 2011, and shall remain in effect until and including June 30, 2014, except as specifically set forth in Article 2 of this Agreement.
2. If this Agreement has not been previously terminated pursuant to Article 2 of this Agreement, and if either party desires negotiations for an agreement to be effective from and after June 30, 2014, it shall so notify the other party during either January or February of 2014. If no such notice is given, this Agreement shall terminate on June 30, 2014. If such notice is given, negotiations on all subjects negotiable pursuant to Section 1 of Article 2 and specified in said notice shall be conducted as set forth in Article 3 of this Agreement. If such negotiations have not resulted in mutual agreement on the terms and conditions of a successor agreement by June 30, 2014, this Agreement shall terminate on that date. However, if mediation extends beyond that date, the parties may proceed to fact finding (Article 3, Section 8).

IN WITNESS WHEREOF, the parties hereto have affixed the signatures of their authorized representatives on this 23rd day of August, 2011.

AURORA EDUCATION ASSOCIATION



By /s/ Amy Nichols
President

THE BOARD OF EDUCATION OF JOINT SCHOOL DISTRICT NO. 28J OF THE COUNTIES OF
ADAMS AND ARAPAHOE COLORADO



By /s/ Amy Prince
President

**Appendix A
Teacher Salary Schedule**

Effective July 1, 2013

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DOC
1	37,854	38,937	40,007	41,087	42,179	43,251	44,324	45,410	46,486	47,562	48,642
2	39,082	40,175	41,262	42,354	43,454	44,537	45,626	46,721	47,811	48,900	49,989
3	40,312	41,414	42,513	43,618	44,727	45,824	46,928	48,031	49,136	50,233	51,343
4	41,540	42,651	43,767	44,883	46,001	47,113	48,227	49,343	50,459	51,571	52,690
5	42,767	43,889	45,021	46,147	47,276	48,397	49,527	50,653	51,780	52,905	54,042
6	45,125	46,251	47,383	48,499	49,630	50,760	51,880	53,010	54,138	55,267	56,391
7	47,482	48,609	49,738	50,867	51,994	53,115	54,240	55,378	56,502	57,628	58,755
8	49,845	50,972	52,099	53,221	54,348	55,478	56,605	57,733	58,861	59,987	61,118
9	52,200	53,328	54,455	55,582	56,710	57,840	58,964	60,091	61,222	62,344	63,469
10	54,561	55,691	56,819	57,939	59,077	60,198	61,323	62,455	63,580	64,709	65,836
11	56,924	58,049	59,173	60,300	61,428	62,563	63,685	64,817	65,935	67,064	68,199
12	57,635	58,775	61,542	62,666	63,792	64,923	66,046	67,176	68,300	69,424	70,548
13	58,346	59,500	62,311	63,451	66,153	67,281	68,407	69,532	70,661	71,787	72,920
14	59,058	60,226	63,081	64,234	66,980	68,123	70,765	71,895	73,018	74,147	75,275
15	59,768	60,953	63,850	65,016	67,807	68,965	71,649	72,794	73,931	75,073	76,215
16	60,481	61,677	64,620	65,798	68,634	69,805	72,538	73,693	74,843	76,000	77,156
17	61,191	62,404	65,388	66,583	69,461	70,645	73,420	74,592	75,756	76,929	78,098
18	61,905	63,130	66,159	67,367	70,289	71,486	74,304	75,492	76,669	77,855	79,037
19	62,615	63,854	66,927	68,150	71,115	72,328	75,190	76,391	77,581	78,782	79,978
20	63,327	64,580	67,698	68,932	71,942	73,168	76,073	77,289	78,494	79,708	80,919
21	64,038	65,306	68,466	69,715	72,769	74,009	76,957	78,188	79,408	80,637	81,860
22	64,749	66,033	69,237	70,500	73,598	74,851	77,843	79,086	80,320	81,562	82,802
23	65,461	66,758	70,005	71,282	74,424	75,691	78,728	79,985	81,232	82,490	83,742
24	66,173	67,484	70,776	72,066	75,249	76,531	79,612	80,884	82,146	83,416	84,682
25	66,884	68,210	71,543	72,850	76,077	77,372	80,498	81,783	83,058	84,343	85,624
26	67,596	68,934	72,315	73,633	76,904	78,214	81,382	82,682	83,972	85,270	86,564
27	68,306	69,660	73,082	74,416	77,732	79,054	82,266	83,580	84,883	86,197	87,505
28	69,020	70,386	73,853	75,198	78,559	79,896	83,151	84,478	85,797	87,126	88,446
29	69,731	71,112	74,622	75,983	79,385	80,736	84,036	85,379	86,709	88,050	89,387
30	70,442	71,838	75,392	76,766	80,213	81,579	84,920	86,277	87,622	88,977	90,327
31	71,154	72,564	76,161	77,548	81,040	82,417	85,806	87,177	88,534	89,904	91,268
32	71,864	73,288	76,931	78,332	81,866	83,259	86,689	88,075	89,448	90,832	92,209
33	72,577	74,015	77,699	79,115	82,694	84,100	87,574	88,974	90,360	91,759	93,150
34	73,287	74,741	78,470	79,899	83,521	84,942	88,459	89,873	91,273	92,686	94,091
35	73,999	75,465	79,238	80,682	84,349	85,782	89,344	90,771	92,184	93,610	95,031
36	74,711	76,192	80,008	81,466	85,174	86,624	90,228	91,671	93,099	94,540	95,972
37	75,422	76,918	80,777	82,248	86,002	87,464	91,114	92,570	94,011	95,466	96,914
38	76,135	77,643	81,548	83,033	86,828	88,305	91,998	93,468	94,924	96,394	97,853
39	76,846	78,369	82,315	83,816	87,655	89,145	92,883	94,368	95,836	97,320	98,795

**Appendix A
Teacher Salary Schedule**

Effective July 1, 2013

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DOC
40	77,557	79,096	83,087	84,598	88,483	89,986	93,767	95,265	96,750	98,248	99,737
41	78,269	79,820	83,854	85,383	89,310	90,828	94,652	96,164	97,663	99,174	100,676
42	78,980	80,546	84,626	86,166	90,137	91,669	95,537	97,061	98,576	100,100	101,617
43	79,691	81,272	85,398	86,949	90,964	92,510	95,537	97,958	99,488	101,026	102,559
44	80,402	81,998	86,170	87,732	91,791	93,351	96,421	98,855	100,401	101,952	103,501

Appendix B Extracurricular Activities Salary Schedule

Compiled on the BA, Step 1 Salary = 37,854 effective July 1, 2013

YEARS	INDEX	10.50%	9%	8%	7%	6%
1	1.0000	3,975	3,407	3,028	2,650	2,271
2	1.0410	4,138	3,547	3,152	2,758	2,364
3	1.0820	4,301	3,686	3,277	2,867	2,457
4	1.1435	4,545	3,896	3,463	3,030	2,597
5	1.2050	4,789	4,105	3,649	3,193	2,737
6	1.2665	5,034	4,315	3,835	3,356	2,877
7	1.3280	5,278	4,524	4,022	3,519	3,016
8	1.3895	5,523	4,734	4,208	3,682	3,156
9	1.4510	5,767	4,943	4,394	3,845	3,296
10	1.5125	6,012	5,153	4,580	4,008	3,435
11	1.5740	6,256	5,362	4,767	4,171	3,575

Head Basketball HS Head Football HS Band HS Vocal HS Dramatics HS Speech HS Head Cheerleader HS	Head Baseball HS Head Track HS Head Wrestling HS Head Gymnastics HS Head Swimming HS Head Pom Pon Head Lacrosse Head Soccer HS Head Volleyball HS Head X Country HS Head Golf HS Head Tennis HS Head Softball HS Annual Sponsor HS Journalism HS	Asst. Cheerleader HS Asst. Pom Pon HS All Asst. Coaches HS	Intramurals HS/MS Instrumental Music MS Vocal Music MS Head Coaches MS Head Student Council	Asst. Coaches MS Asst. Student Council
---	--	--	---	---

Credit for outside experience: Credit for outside experience in coaching shall be allowed on a step-for-each-year basis up to five years. This experience must be in the activity to which the teacher is assigned. For teachers hired after Jan. 1, 1979, no credit shall be given for outside experience at a middle or junior high level if the teacher is performing duties under this Appendix B at the high school level, except that teacher with ninth-grade coaching experience shall receive credit assigned to a ninth-grade coaching assignment in the same activity. In addition, in its sole discretion, the District may give year-for-year credit or it may give less than year-for-year credit for outside coaching experience of more than five years. The District shall not grant more than five years credit unless the chief personnel officer deems it necessary to do so to obtain highly qualified coaches in a particular sport.

Experience credit within the District: Those teachers within the school district shall receive experience credit for each year in a given activity without penalty for grade level or title (e.g. an assistant coach in basketball at the middle school level shall receive full credit for years of experience toward a position in basketball at the senior level).

Appendix C Extra Pay for Extra Duty

Elementary Schools

4. Teachers who supervise at special events shall be paid \$17 per hour.
5. Teachers who perform the following extra duties shall receive the amounts indicated:
 - a. Safety Patrol Supervisor – \$450 per school year
 - b. Student Council Sponsor – \$425 per school year
 - c. School Chorus Sponsor – \$375 per school year per school, plus \$55 for each performance held outside the regular school day (the sponsor shall be paid for a maximum of six such performances per school per school year)
 - d. Sponsor of clubs approved from time to time by the building principal \$275 per club per school year

Middle Schools

1. Teachers who supervise at special events or work at athletic events shall be paid \$17 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
 - a. Sponsors at drama, talent and similar shows – \$275 per production per person
 - b. Head Student Council Sponsor – \$650 per school year
 - c. Assistant Student Council Sponsor – \$400 per school year
 - d. Sponsor of clubs approved from time to time by the building principal – \$375 per club per school year

High Schools

1. Teachers who supervise at dances, plays and other special events or who work at athletic events shall be paid \$17 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
 - a. Head Junior or Senior Class Sponsor – \$1,300 per school year
 - b. Assistant Junior or Senior Class Sponsor – \$925 per school year
 - c. Head Freshman or Sophomore Class Sponsor – \$650 per school year
 - d. Assistant Freshman or Sophomore Class Sponsor – \$425 per school year
 - e. Sponsor of clubs chartered from time to time by the Board of Education – \$550 per club per school year

October 8, 2012



**MEMORANDUM OF UNDERSTANDING BETWEEN
AURORA PUBLIC SCHOOL DISTRICT AND
AURORA EDUCATION ASSOCIATION
REGARDING
Article 35 Performance Evaluation &
SENATE BILL 10-191
“CONCERNING ENSURING QUALITY INSTRUCTION
THROUGH EDUCATOR EFFECTIVENESS”**



Introduction

In May 2010, the Colorado Legislature passed and Gov. Bill Ritter Jr. signed Senate Bill 10-191, which establishes new requirements for local personnel evaluation systems. Among other requirements, this law requires that at least 50 percent of teachers' evaluation be determined by the academic growth of their students and at least 50 percent of principals' evaluation be determined by the academic growth of the students in the principal's school. The new requirements must be piloted and beta-tested in 2012-13, and 2013-14, and fully implemented in 2014-15.

During the 2011-12 school year, the district Teacher Evaluation Revision Committee reviewed and modified the Colorado Department of Education's "Teacher Evaluation Rubric" to reflect the values of APS, as well as the needs of APS teachers and students.

In the 2012-13 and 2013-14 school years, the APS Teacher Evaluation Rubric/Evaluation will be piloted:

- A. The 2012-13 pilot will be limited to select school sites and will include teachers who voluntarily agree to participate for the purposes of data collection and revision. Pilot participants will be limited to non-probationary teachers.
- B. Whereas, the 2013-14 pilot will be implemented district wide and include all teachers.
- C. The performance ratings obtained during the pilot years will not be utilized in determining a teacher's probationary/non-probationary status as stated in SB191.

As the Teacher Evaluation Rubric and guidelines are all in draft form, these documents are subject to change during the pilot years. Components of the Rubric and guidelines are subject to bargaining (Article 35, Performance Evaluation) prior to the 2014-15 school year when the new evaluation system is fully implemented statewide.

The parties agree that Article 35, Performance Evaluation will be a mutual subject of negotiations in both the 2012-13 and 2013-14 years.

Date of agreement, October 8, 2012 by:

Aurora Public School District
John Barry, Superintendent

A handwritten signature in black ink, appearing to read "John Barry", written over a horizontal line.

Aurora Education Association
Amy Nichols, President

A handwritten signature in black ink, appearing to read "Amy Nichols", written over a horizontal line.

Aurora Board of Education
JulieMarie Shepherd, President

A handwritten signature in black ink, appearing to read "JulieMarie Shepherd", written over a horizontal line.



**Memorandum of Understanding between
Aurora Public School District and
Aurora Education Association
Regarding
Article 13
Teacher Duty Day and Teaching Hours**



Introduction

In June 2011, the Aurora Public Schools and Aurora Education Association developed a Memorandum of Understanding to form a task force to examine potential amendments to Article 13 – Teacher Duty Day and Teaching Hours in the Collective Bargaining Agreement. Under the terms of the Memorandum of Understanding, the task force met over the course of the 2011-12 school year and reported its final conclusions and recommendations to the bargaining teams for consideration during the spring 2012 negotiations session. While the work and recommendations of the task force were considered, the bargaining teams were unable to mutually agree on language and processes to further the work of the task force.

As the Association's and Board's Team value the work and recommendations of the Article 13 Task Force and share an interest in revising Article 13, pursuant to this Memorandum of Understanding, the parties agree to the following for the 2013-14 - 2015-16 school years.

Agreement

Using the work of the Article 13 Task Force as a guide, the Parties agree to provide individual schools with flexibility related to specific provisions of Article 13 in order to increase student achievement through the development of a proposal to change their scheduling and use of time.

To submit a proposal to the Joint Steering Committee (JSC), the school will establish a design team which includes the building administration and staff members who mutually agree on and are interested in submitting a proposal.

To begin the process, the design team will first seek consensus agreement from staff affected by the proposal, and then discuss the proposal with the entire staff. Consensus as used here means those impacted by the proposed variance are in agreement with or at least agree to support the proposal. Final consensus will be verified through a written ballot vote that should demonstrate overwhelming agreement with the proposal the ballot vote will be conducted jointly by an administrative and association representative.

The proposal will then be reviewed by the JSC, for compliance with the provisions of this MOU. The JSC review process will focus primarily on the individual school's adherence to the procedures and parameters outlined in this memorandum. Consideration will be given to the development and description of specific processes and activities designed to increase student achievement; improve professional practice and ability to produce measurable outcomes of increased student achievement that are directly tied to the allowed flexibility from Article 13 and the changes made to their schedules/use of time. If the proposal is believed to be out of compliance, the proposal will be remanded to the school with suggested modifications. An amended proposal may then be resubmitted for review.

All proposals for flexibility or waivers to Article 13 must be aligned with the following parameters:

1. Maintain the accreditation minimum required student contact hours of:
 - 1000 hours at the elementary/K-8 level
 - 1088 hours at the middle/high school level

2. Establish a clearly defined shared decision making process, particularly related to schedule planning and the use of time, which results in an allocated amount of individual planning and professional learning time. Proposals should-consider:
 - A minimum amount of guaranteed planning time for instructional staff, but not when or how that time is used;
 - An amount of non-contact time, but not when or how that time is used;
 - A ratio between contact time (including duty), activities and time designed to improve professional practice;
 - The need to develop schedules that create common plan time among grade level teams and/or content teams;
 - A clearly defined schedule for, and use of, collaborative planning time between and among grade level teams, content areas, specials/electives teachers etc.;
 - A clearly delineated connection between collaborative time and professional development needs based upon data review.

3. Establish a process to measure the impact the Article 13 variance(s) had on student achievement.

4. The variance is cost neutral in terms of the impact on APS systems/operations, i.e. transportation, nutrition services.

5. The proposal will not result in a reduction in force or the displacement of personnel out of the building.

The parties also acknowledge all remaining provisions of Article 13 not included in the accepted proposals will remain unchanged during the 2013-14, 2014-15 and 2015-16 school years, and that implemented variances will not be precedent setting.

In December 2015, representatives of each variance site will present a review of the results of the variance to the association and district negotiation teams. Such input will be considered in deliberations regarding adjustments to Article 13 upon the conclusion of this MOU.

Date of agreement, July 1, 2013 by:

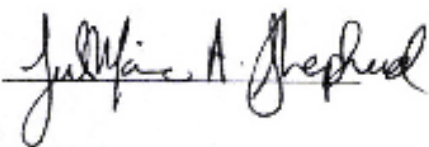
Aurora Public School District
Rico Munn, Superintendent



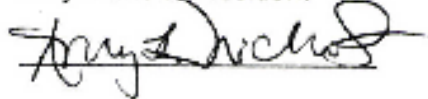
Approved by:

Aurora Board of Education

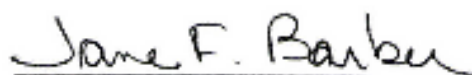
JulieMarie Shepherd, President



Aurora Education Association
Amy Nichols, President



Jane Barber, Secretary





**MEMORANDUM OF UNDERSTANDING BETWEEN
AURORA PUBLIC SCHOOL DISTRICT AND
AURORA EDUCATION ASSOCIATION
REGARDING
Article 35 Performance Evaluation &
SENATE BILL 10-191
“CONCERNING ENSURING QUALITY INSTRUCTION
THROUGH EDUCATOR EFFECTIVENESS”**



Introduction

In May 2010, the Colorado Legislature passed and Gov. Bill Ritter Jr. signed Senate Bill 10-191, which establishes new requirements for local personnel evaluation systems. Among other requirements, this law requires that at least 50 percent of teachers' evaluation be determined by the academic growth of their students and at least 50 percent of principals' evaluation be determined by the academic growth of the students in the principal's school. The new requirements must be piloted in 2012-13, and 2013-14, and fully implemented in 2014-15.

During the 2011-12 school year, the district Teacher Evaluation Revision Committee reviewed and modified the Colorado Department of Education's "Teacher Evaluation Rubric" to reflect the values of APS, as well as the needs of APS teachers and students. During the 2012-13 school year a limited pilot was conducted involving a select number of school sites and non-probationary teachers who voluntarily agreed to participate for the purposes of data collection and revision.

Section 22-9-106 (4) (a), C.R.S, allows performance evaluations to be conducted by an individual who has completed a training in evaluation skills that has been approved by CDE. Teachers may fill the role of an evaluator if they are a designee of an individual with a Principal or Administrator license and have completed a training on evaluation skills that has been approved by CDE. The use of designees will be evaluated by the Teacher Evaluation Revision Committee at the conclusion of the 2013-14 pilot.

Any licensed staff member identified as the principal's designee for the purpose of evaluation must have been identified as effective/meeting standards on their most recent performance evaluation.

The parties agree that Teacher Coaches may serve as a principal's designee for the purpose of evaluating licensed staff. To maintain the integrity of the coaching relationship, the Teacher Coach may not evaluate licensed staff in a building in which they coach.

In the 2013-14 school year, the APS Teacher Evaluation Rubric/Evaluation will be piloted district wide:

Non-Probationary Teachers

- A. The performance ratings obtained during the 2013-14 pilot year will not impact a teacher's non-probationary status as stated in Colorado Department of Education rules pursuant to CRS 22-9-104 through 22-9-107; Beginning with evaluations conducted during the 2014-15 school year, for a non-probationary teacher, a rating of ineffective or partially effective shall be considered the first of two consecutive years of ineffective performance that results in a loss of probationary status.
- B. Non-probationary teachers on a remediation plan under the current evaluation system shall continue to be evaluated using the existing APS evaluation model/process during the 2013-14 school year.

- C. A non-probationary teacher who has met standards on his/her most recent performance evaluation may request a building administrator or administrator's designee to serve as the evaluator. If the teacher requests the designee, the teacher would not be permitted to select a specific individual. This request will be honored to the extent practicable. Factors taken into consideration when assigning an evaluator will include but not be limited to, the balance of teachers assigned to the building administration/designee and content area expertise

Probationary Teachers

- D. The performance ratings obtained during this pilot year will impact a probationary teacher's ability to earn non-probationary status as stated in Colorado Department of Education rules pursuant to CRS 22-9-104 through 22-9-107; a rating of ineffective or partially effective will not count towards the accrual of years towards non-probationary status.
- E. Probationary teachers shall be evaluated by their immediate supervisor; the building principal and/or assistant principal.

As the Teacher Evaluation rubric and Guidelines are all in draft form, these documents are subject to change during the pilot year by the Teacher Evaluation Revision Committee and District Performance Evaluation Advisory Council based on formalized feedback. Components of the rubric and Guidelines are subject to bargaining (Article 35, Performance Evaluation) prior to the 2014-15 school year when the new evaluation system is fully implemented statewide.

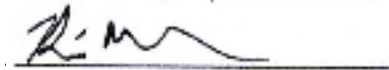
The parties agree that Article 35 Performance Evaluation will be a mutual subject of negotiations in 2013-14. The present provisions of Article 35, with the exception of Section E Allegations of Unsatisfactory Performance, are set aside according to the provisions of this MOU. The Guidelines for the Evaluation of Teachers in the Aurora Public Schools will control the evaluation process for the school year 2013-14. Therefore, a teacher who feels that the Guidelines have been inappropriately applied may file a grievance under Article 43 Grievance Procedure.

During the 2013-14 school year, the bargaining teams will research and analyze peer evaluation systems for potential implementation in 2014-15

The terms of this Memorandum of Understand is limited to the 2013-14 school year.

Date of agreement, July 1, 2013 by:

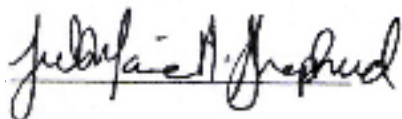
Aurora Public Schools District
Rico Munn, Superintendent



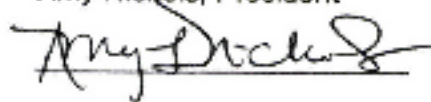
Approved by:

Aurora Board of Education

JulieMarie Shepherd, President



Aurora Education Association
Amy Nichols, President



Jane Barber, Secretary

