

Agreement

between the

Board of Education

for

Aurora Public Schools

and the

Aurora Education Association

**July 1, 2005 – June 30, 2008
Aurora, Colorado**

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

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Cathy Wildman, Vice President

Sue Pollak, Secretary-Treasurer

Anthony Bullock

Amy Nichols

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Agreement

THIS AGREEMENT is made and entered into between THE BOARD OF EDUCATION OF JOINT 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)(5) 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 operation of 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, counselors, special teachers, special education teachers and/or specialists, psychologists, social workers, nurses, vocational teachers and regular part-time teachers.
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 one-half 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 one-half 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 preprofessional exposure to the public schools leading to licensure while under the supervision of a regular employee designated by the assistant superintendent, 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 terms “middle school” or “middle school level” shall mean those schools, employees and/or programs in grades six, seven and eight.
19. The terms “high school,” “senior high school,” “secondary” or “secondary level” shall mean those schools, employees and/or programs in grades nine through 12.
20. The terms “vocational,” “vo-tech” or “vocational-technical” shall mean those schools, employees and/or programs serving students under the direction of the T.H. Pickens Technical Center.
21. The terms “postsecondary” or “vocational 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 vocational-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 vocational 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 vocational 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 nonmembership 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 nonmembership 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 14.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 2006-07 and 2007-08 school years may be requested during February of

2006 or 2007, 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 representative; provided, however, the Association shall not use members of the Board and the Board shall not use members of the bargaining unit. In addition, either party may, if it desires, utilize the services of outside consultants to assist in negotiations. Neither negotiating team shall have more than seven representatives, including consultants, at any negotiating session.
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. It is anticipated that negotiation, mediation and fact-finding sessions usually shall be conducted outside the normal teacher duty day. If, however, because of either mutual agreement of the parties or the convenience of a mediator or fact finder, such sessions are held during the teacher duty day, not more than seven Association representatives shall, upon request, be granted leave without pay to attend such sessions as Association representatives.
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;
 - z. 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

Board Policies

1. The Board and the Association recognize the value of making Board policies and regulations easily accessible to all employees. Therefore, a copy of the Board'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, creed, color, national origin, religion, gender, disability or age.
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

1. Because of the Association's representation of the employee staff, the Board grants the following privileges to the Association:
 - a. 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.
 - b. 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 assistant superintendent, Support Services, and shall specify the equipment desired, how it is to be used, and the time or times the equipment is desired.
 - c. 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.

- d. 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.)
 - e. The president of the Association or the president's authorized designee shall be allowed to visit individual employees, subject to the following conditions: (1) at least two hours advance notice shall be given to the individual employee's principal or the principal's designated representative; (2) the president of the Association 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.
 - f. 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 first and third Tuesday afternoons, the Board agrees that, whenever reasonably possible, it shall avoid scheduling meetings for employees on the first and third Tuesday afternoons on which Association meetings are normally held.
2. Before June 1 of each year the Association shall certify to the Board the names, not to exceed 18, 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 beginning with the September check. Such deductions shall be automatic for continuing members. When requests are received after Sept. 9, deductions shall be made in equal monthly installments through and including the August check. 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 revoke the installment deduction authorization, the Board shall permit such revocation between the dates of Aug. 1 and Sept. 10, if such request is made in writing. The Board shall immediately forward a copy of any such request to the Association. The revocation shall be made effective in the September paycheck.
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 first six

years 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 50 days to enable those teachers to participate in legitimate Association activities. The Association shall, twice each year, reimburse the District for such leave days taken at the actual cost of providing substitute teachers.

Article 11

Compensation

1. For the fiscal year 2006-07, 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, 2006, it may, prior to May 30, 2006, request negotiations on financial obligations, which would be paid after June 30, 2006, 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 the salary schedule includes compensation for all extra-duty activities except as provided in Sections 7 through 13 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. 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. 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.
10. 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.

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

Teachers (FTE) in Department (including Department Chairperson)	Chairperson	Assistant Chairperson
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 in 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.

12. A vocational teacher, who as part of the job and as part of the course of instruction, is required to sponsor or work with vocational-oriented 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, Section 3.a.
13. 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. In the alternative, if an employee desires and if that employee and the Board agree on an amount, the employee may be reimbursed an agreed fixed yearly amount for using a personal motor vehicle; provided, however, the fixed yearly amount shall not be less than that employee would have received on an actual mileage reimbursement basis. If the fixed yearly amount method is used, the fixed amount shall be included in the employee's contract and paid on a monthly basis; provided, however, if that employee ceases to use a personal motor vehicle for the performance of duties during that school year, the monthly payments shall not be made for the period after the employee ceases to use the personal motor vehicle.
14. 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 PacifiCare 10382 (HMO) and 40733 (POS) plans and the Kaiser 415P (HMO) plan. 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 business office. The Board may transfer to different medical coverage, provided the benefits and coverages are comparable to those that exist under the above 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 business office.
 - d. Dental Insurance. The Board, with advice from the District Insurance Committee, shall provide a plan or plans 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 business 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.
- 15. 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.
 - 16. 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 September 1993; provided, however, that in December employees shall be paid on the last duty day of that month.

17. 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.
18. 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).
19. 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 May 15 of that school year. Payment for such extra days shall be in accord with Section 18 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 18 of this Article. Vocational employees may be required to work not more than 225 duty days if rules or regulations governing any particular vocational subject taught by those teachers requires additional duty days. Payment for all such days worked over 187/190 shall be in accord with Section 18 of this Article.

20. 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.
21. 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.
22. 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 Section 3.a. of 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. Educational (horizontal) advancement shall be allowed for the completion of 15 semester hours 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 recertification credit in Colorado cannot be used for educational advances.
 - b. It shall be the individual teacher's responsibility to secure verification that the courses submitted for educational advancement meet the criteria as described in Sections 2.a. and 3.a. of this Article.
3. To be utilized for horizontal advances, course credits must meet the following criteria:
 - a. Credits must be earned from either a four-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 for recertification purposes.
 - b. Horizontal advances for completion of course work or degree requirements shall become effective on the first day of the month following the month that evidence of completion

of the course work (ending date of the course) or completion of degree (ending date of the quarter or semester) is submitted to the assistant superintendent, Human Resources. 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.

- c. To count for salary schedule credit, the course work or degree must be submitted on the official transcript of the accredited institution or, in the event the transcript is not available, must be verified by the institution through use of a form provided by the District. As soon as available, the official transcript must be filed in the human resources office.
 - d. 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.
4. 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.
 5. 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

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 for teachers at the elementary, middle and secondary school levels shall be seven and one-half hours per day, exclusive of at least a 30-minute duty-free lunch and inclusive of both (a) a period of 30 consecutive minutes for teacher-determined plan time and (b) 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. The teacher duty day for vocational teachers shall be seven and one-half hours per day, exclusive of at least a 30-minute duty-free lunch and inclusive of both (a) a period of 30 consecutive minutes for teacher-determined plan time and (b) required work time prior to the start and after the end of class. With the consent of the particular teacher involved, the duty day for vocational teachers may be split into no more than two parts, one of the parts to provide for at least a 30-minute duty-free lunch period.
4. At the elementary, middle and secondary school levels, 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 secondary 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.
5. Vocational 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 break time. Vocational teachers 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.
6. Teachers who find it necessary to be absent shall report their absences before the start of their duty day to the District's central system (SEMS) either via telephone (303-340-0870) or the Internet (<https://sems.aps.k12.co.us>), and shall also make a building-level report in accordance with uniform procedures established by the principal.
7. 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.
8. Employees in buildings with special schedules 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.
9. 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.
10. All teachers shall be given a duty-free lunch period of at least 30 minutes. At the elementary level, this period of at least 30 minutes shall be exclusive of time spent by elementary teachers getting the children started through the lunchroom procedure followed in that building. This lunch period shall, to the extent practical, considering the schedule in that building, begin between the hours of 10:30 a.m. and 12:45 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 student school day. If a teacher desires to be officially unavailable during the 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 teacher's discretion, leave the building during this period, provided the teacher gives advance notice to the school office. This advance notice may be a blanket notice at the beginning of the school year, term or other period of time, so long as the teacher intends to, and in fact does, regularly leave the building during the lunch period. A teacher who leaves the building only infrequently during the lunch period may give the advance notice to the office each time.

11. 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.
12. The 60-minute daily noncontact time shall immediately precede or follow the instructional day for elementary teachers in blocks of not less than 30 minutes, except that by action of the principal in consultation with the school building council, individual schools may choose alternative blocks of 45 minutes immediately preceding and 15 minutes immediately following the instructional day. Such time shall be utilized mainly for planning or preparation. Principals may require attendance at an occasional meeting or in-service activity during one or more of those blocks, provided that such meetings and in-service activities shall not consume more than 20 percent of any teacher's planning time per week.
13. The hours per duty day during which a teacher is not in contact with the teacher's students shall be used principally for preparation, planning and consultations. Principals may require attendance at an occasional meeting or in-service activity during this time, provided that such meetings and in-service activities shall not consume more than 20 percent of any teacher's planning time per week.

14. Teachers will have 30 consecutive minutes of teacher-determined plan time during the duty day designed to stand separate from the time identified in Sections 12 and 13 above and from the duty-free lunch period.
15. 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 \$25 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. The building's shared decision-making process shall be used in developing and reviewing the plan. The plan shall be reviewed annually. The principal shall retain the final responsibility for assigning teachers when a substitute is unavailable.
16. 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.
17. 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.
18. In addition to the building meetings discussed in Section 17 of this Article, all employees may be required to attend up to a total of six two-hour instructional/informational meetings (including in-service and continuing education workshops) and/or parent- or school-related community meetings, on a school-level or districtwide 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.
19. In addition to the meetings permitted by Sections 17 and 18 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 one-half hours each. If such additional parent-teacher conferences are held, for every seven 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.

20. In supporting the goals of the Aurora Public Schools Achievement Initiative, the Aurora Public Schools and the Aurora Education Association want to communicate the expectation that schools should make efforts to maximize available time for teacher-directed instructional preparation. Instructional preparation time is recognized as one important factor in enabling teachers to offer high quality instruction. To assure the highest quality instruction for all students, while recognizing competing demands for time in the implementation of the AAI, instructional preparation time must be provided and time management made a priority at every school.

The expectation is to foster efficiency and optimal productivity in a work environment that supports a mutual sense of respect and professionalism for all employees. Schools are expected to look for ways to provide instructional preparation time for teachers while recognizing the need for both instructional preparation and professional development. (Professional development as defined in the AAI includes such essential activities as coaching, in-service and other meetings.)

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. Open and ongoing communications among staff, leadership team and principal are valued.
- c. Staff members are kept well informed of school goals and work with the principal to develop appropriate strategies for fulfilling the goals.
- d. Meetings are kept to a minimum and are instructionally productive and meaningful.
- e. Mutual respect for, acknowledgment of and support for staff's differentiated needs is understood.
- f. Teacher workdays are teacher directed.
- g. Leadership teams are broad-based with representatives from grade levels, subject areas and/or departments.
- h. People who serve on leadership teams are recognized with academic credit and/or assistance from support staff.
- i. District coaches and teacher leaders work to develop trust with staff members.
- j. Creative use of support staff provides time for teachers to participate in coaching and debriefings.

- k. Long-term planning that includes budgeting, staffing and calendar is essential in creating a daily schedule that supports instructional preparation and should include input from staff.
- l. During testing periods, to the extent possible, master schedule modifications may be offered (e.g. double specials, block scheduling), and/or testing teams (comprised of principal, District coaches, teacher leaders and support staff) may be created to provide support to classroom teachers.
- m. During periods when conferences are held or during testing (e.g. CSAP, MAP, DERA, DWA, ACT), other meetings are kept to an absolute minimum to reduce impact on teachers' time.
- n. Administrators should encourage teachers with personal concerns about instructional preparation time to bring those concerns to the administrator's attention.
- o. Teachers who feel their concerns cannot be resolved by their administration can present those concerns to AEA/APS leadership.

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 within their endorsement areas, or within their major or minor fields of study as defined by their institutional recommendations, or within acceptable fields as defined by accrediting standards, or within fields for which they are qualified by recent experience or training.
- 2. Building principals should seek faculty input concerning teaching assignments. The principal 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 Conditions

1. The Board and the Association recognize that the availability of optimum school facilities 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. Within such facilities shall be 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.
2. The Board recognizes that equitable distribution of teaching supplies is essential for good instruction. Therefore, the Board shall continue to maintain adequate inventories of teaching materials, textbooks 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.
3. 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.
4. 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.
5. The District shall provide each teacher with a convenient, lockable place within the building in which to keep personal items.
6. The work of maintenance employees shall be scheduled where practicable so as not to disrupt classes.
7. When weather conditions constitute a danger sufficient to require the closing of schools, the following procedures shall be in effect:
 - a. If the conditions exist prior to the normal school opening time, teachers shall be notified as early as possible by public media or direct contact and shall not be required to report to work.
 - b. If the conditions require closing during the school day, teachers shall be dismissed to return home as soon as possible after students are dismissed.
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.
9. The school mail service shall be provided to every teacher in every building.

10. 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.
11. When a teacher believes there is a class size or a class composition concern, the teacher shall bring this concern in writing to the attention of the building principal, who shall assess the concern and respond to the teacher as soon as practicable and no later than within 10 working days. If the teacher is not satisfied with the response, the teacher may appeal to the assistant superintendent, Division of Instruction, who shall attempt to meet the teacher's concerns. The assistant superintendent, Division of Instruction, shall inform the teacher of the decision as soon as practicable and no later than within 10 working days, and that decision shall be final. This Section shall not be subject to further negotiation during the term of this Agreement.
12. 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.
13. 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.
14. 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.
15. 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 secondary 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 assistant superintendent, Human Resources, 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 chairpersons. If there is a department with a chairperson and an assistant chairperson, they shall be paid in accordance with Section 11 of Article 11. If there are two co-chairpersons, the total pay shown in Section 11 of Article 11 shall be added together and divided equally. In those departments with co-chairpersons, one of them shall be designated by the principal to represent the department in meetings and other activities outside the department.
3. Department chairpersons and assistant department chairpersons shall receive additional compensation in accordance with Article 11 entitled Compensation.
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.
5. Department chairpersons shall be responsible for the following major duties:
 - 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
 - f. supervision of the department's allocated budget
 - g. 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.
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 in each building.
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 intrabuilding assignments or reassignments shall be made by the principal.

B. Voluntary Transfers

1. Weekly postings of all known vacancies shall be made available in each building, to the Association and to the general public via the District's Web site.

2. Teachers may, in accordance with the following procedure, express their preference for transfer to a different school, and a reasonable effort shall be made to honor this preference.
3. A teacher desiring a transfer to a different school shall complete a transfer request form requesting a specific transfer location and/or assignment. The transfer request form shall be submitted to the teacher's principal, who shall sign or initial the form and forward it to the assistant superintendent, Human Resources. Only the assignments and/or locations specifically requested in the transfer request form shall be considered.
4. 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.
5. Teacher transfer candidates not selected for interviews shall be notified by the human resources office following file review. Teacher transfer candidates not selected following interviews shall be notified by the human resources office within five business days after the job is filled.
6. Teachers, including regular part-time teachers, returning from District-approved leave shall have all rights under this Article.
7. Transfer requests shall remain active for the remainder of the school year in which submitted and until the start of the next school year. A transfer request may be withdrawn at any time prior to it being granted. If a teacher does not desire to be considered for vacancies for the next school year that arise during the summer months, the teacher should withdraw the transfer request in writing. Teachers unable to obtain their administrator's signature during summer months may submit a transfer request form to the human resources office without signature, and the human resources office shall contact the supervisor.
8. The District shall maintain a telephone job line and Internet Web site that may be utilized by teachers wanting information on vacancies. The job-line number and Web site shall be active and ongoing throughout the calendar year, and the postings shall be updated each Friday. This message/Web site shall specify the vacancies that became available that week and a deadline for each posting. If any teacher is interested in applying for any vacancy on the Friday job line or Web site, the teacher must submit a licensed transfer request form, signed by the administrator, to the human resources office by no later than the deadline for that specific posting.
9. 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, a teacher transfer occurring because of changes in the extent of the program or the number of students enrolled.
3. A list of all vacant appropriate positions shall be made available prior 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 a reasonable effort to place the teacher in one of the designated positions.
5. Involuntarily transferred teachers shall retain all rights to subsequent voluntary transfer.

D. 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 layoff notice is mailed. As used in this Article, "teacher" means any person, including a specialist, who is regularly licensed by the teacher licensing authority for the state of Colorado and who is employed to instruct, direct or supervise the instructional program, except those persons holding letters of authorization and the chief administrative officer of any school district.
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 layoff 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 that reduction.

3. If the Board in its judgment determines that teachers should be laid off (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 layoff of a nonprobationary teacher and to a layoff 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 laid off.
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. If possible, said notification shall be given by Nov. 1 prior to an anticipated semester layoff and by May 15 prior to an anticipated end-of-the-year layoff. With such notification, the Superintendent, or the Superintendent's designee, shall furnish the Association with relevant appropriate data concerning the layoff. Layoffs shall only occur at the end of a semester or academic year.
6. When a layoff is necessary, the District shall create a pool of teachers in a program area affected by the reduction with the least continuous services as full-time or regular part-time teachers in the District, not more than double the number of teachers to be laid off. Normally, a teacher's service date shall be the day upon which that teacher commences work. However, as among teachers with the same first day of work, their service date shall be deemed to be the day upon which their signed letters of intent to accept employment are received in the human resources office. The Association shall be furnished the names of the teachers in the pool. The teachers to be laid off 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 laid-off teachers shall be assigned to another program area if the following conditions are met:
 - a. The teacher files a written request for reassignment with the human resources office within 10 days after the layoff 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 is endorsed by the Colorado Department of Education for a teaching position held by a probationary teacher; and

- d. The position is currently held by a teacher with less continuous service as a full-time or regular part-time teacher, and the replaced teacher shall be laid-off, subject to that teacher having the rights contained in this Section.
7. Within 14 days after a layoff notice to which this Article applies is either handed to a teacher or mailed by registered or certified mail with return receipt requested, that teacher may, in writing, request a review of that action. 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 layoff decision was improper under this Article.
 - c. The hearing officer shall schedule a hearing to be held within 14 days after the hearing officer is selected. The teacher shall be given at least seven 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 layoff 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 15 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 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.
8. Laid-off teachers who wish to be considered for recall shall provide written notification of that fact to the human resources office. Such teacher shall be placed on a recall list and shall remain on that list for two years after the date of the layoff. If a vacancy occurs in a program area in which a teacher on the recall list is qualified, that teacher shall be recalled. If two such teachers are on the recall list, the teacher with the most continuous service in the District

shall be recalled first. A teacher who is offered recall under this Section shall have 10 days from the date the recall notice is either handed to the teacher or mailed by registered or 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.

9. 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, 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 and the Division of Instruction and shall be subject to the approval of the director, professional development. Among items to be considered by the principal in planning shall be observations in demonstration classrooms, visits accompanied by District coaches and teacher leaders, District budgetary constraints and the availability of substitute personnel.
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” means the teacher's spouse, child, father, mother, foster father, foster mother, 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. 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 of this Agreement, the amount of all used but unearned leave shall be deducted from that teacher's final salary check prior to the termination or the commencement of the leave. Upon receiving notice that a teacher intends to go on a leave permitted under the aforementioned Articles, the District shall, within 10 days thereafter, notify the teacher of the amount of any credited but unearned leave time in that teacher's leave account.
 - 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 assistant superintendent, Human Resources, 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. In such event, the teacher shall give the human resources office advance written notice of leaving the area.
4. 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 on paid leave and consequently is receiving full pay, shall assign such

payments to the District and have paid-leave days restored equivalent to the amount of money so assigned.

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 assistant superintendent, Human Resources, 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. Bereavement leave with full pay, not to exceed five days, shall be granted for each death in the teacher's immediate family. This amount of leave may be extended by action of the Board if the distance to be traveled is excessive or due to other unusual circumstances.
2. If there is a death of someone other than immediate family with whom the teacher has had a close personal or professional relationship, the principal 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 called for jury duty whose absence would tend to disrupt the normal operation of the District and who wish to be excused from jury duty, may forward their notice to report for jury duty immediately upon its receipt to the Superintendent, who may attempt to have the employee excused.
2. Employees who are called for jury duty shall receive their full pay during their absence but shall assign their jury duty pay, mileage expense excepted, to the District. The teacher shall report for work before jury duty if there are two or more hours of the normal duty day before reasonably having to leave for jury duty and shall return to work after being released from jury duty if the teacher can reasonably return with two or more hours of the normal duty day remaining after arrival.
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 or a District administrator, shall receive their 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. The teacher shall report to work before the court appearance if the teacher can remain for two or more hours of the teacher's normal duty day before reasonably having to leave for the court appearance and shall return to work after the court appearance if the teacher can reasonably return with two or more hours of the normal duty day remaining after arrival.

Article 29

Sabbatical Leave

1. Any employee who has been a regular employee of the District for at least six consecutive years may request a leave of absence for the purpose of study, travel or personal growth that shall benefit the schools and the pupils of the District. Leaves shall not exceed one year except as set forth in Section 5 of this Article. The number of sabbatical leaves shall not at any one time exceed 1 percent of the total teaching staff. Half of the leaves available shall be granted to persons not having a master's degree and half to persons having master's degrees. Prior to Oct. 1, the assistant superintendent, Human Resources, shall notify all unit employees of the number of openings available and the initial deadline for filing requests for sabbaticals.
2. Prior to Dec. 1, the employee requesting a sabbatical leave shall present an application letter and an outline of the proposed program to the assistant superintendent, Human Resources. The assistant superintendent, Human Resources, shall determine which applicants shall be recommended to the Board for leave approval. In the event there is no other clear-cut basis for choosing between candidates, their years of service to the District shall be the determining factor. All applicants for sabbatical leave shall be notified of the Board's decision by Feb. 1. The assistant superintendent, Human Resources, shall notify in writing, any applicants whose programs have been rejected of the reasons for the rejection. Any eligible applicants who are not awarded a sabbatical due to oversubscription of the quotas shall have first consideration when any new openings become available. Any substantial change in the proposed program of study or travel made subsequent to the recommendation of the assistant superintendent, Human Resources, shall be brought by the teacher to the assistant superintendent, Human Resources, for approval prior to beginning the program. If substantial changes significantly alter the objectives of the leave, the assistant superintendent, Human Resources, may rescind the prior recommendation for the leave. In that event, the applicant may, as an option, complete the previously approved program or the assistant superintendent, Human Resources, shall approve the program of a previously eligible applicant and recommend approval of the leave request to the Board.
3. If the maximum number of sabbatical leaves as set forth in Section 1 of this Article are not granted by the Board, any eligible employee who did not apply for such a leave in the regular application period for that year may, after Feb. 1 and at least 30 days prior to the start of the proposed leave, apply for a sabbatical leave. Those applications shall be considered by the assistant superintendent, Human Resources, and brought to the attention of the Board with a recommendation by the assistant superintendent, Human Resources, for approval or rejection.
4. Sabbatical leaves shall normally be granted for a 12-month period but such leaves may be granted for shorter periods of time. The leaves shall normally start after the close of one school year and prior to the start of the next school year, but they may also be granted to start at other times.
5. If the maximum number of sabbatical leaves as set forth in Sections 1 and 3 have not been granted by the Board by June 1, a person already on a sabbatical leave may apply for an extension of that leave to complete or extend the sabbatical program. If no sabbatical leaves

are available for such extension or completion of a sabbatical program, leave without pay shall be granted upon request for this purpose.

6. Sabbatical-leave compensation shall be one-half of the employee's regular pay as set forth in Appendix A. The compensation shall normally be paid monthly during the period of the leave. Upon return from sabbatical leave, compensation to the returning employee shall be based upon that employee's position on the Teacher Salary Schedule calculated as if the employee had been teaching during the sabbatical leave. If an employee, upon return, qualifies for a higher classification, that employee shall be placed in the new salary category. The employee who replaces a teacher on sabbatical leave shall be notified of its temporary nature before acceptance of the appointment.
7. Final approval of sabbatical leave shall not be granted until the applicant has executed and delivered to the Superintendent a promissory note protecting the District against loss in the event the employee fails to render service in the District immediately following the leave of absence, in the ratio of 1-to-1 for paid-sabbatical-leave time granted by the District under the provisions of this Article. Said promissory note shall be in the amount of the total compensation to become due to the applicant during the leave of absence. Said note shall be exonerated if the failure of the employee to return and render service required by this Article in the District is caused by the death or physical or mental disability of the employee or if the employee does render the required service to the District immediately following the leave of absence.
8. Upon return from sabbatical leave, the employee shall submit an adequate report to the assistant superintendent, Human Resources, verifying that the program was completed as approved. Failure to complete the program or to submit the report shall require the employee to return the sabbatical-leave compensation paid. The District may deduct that compensation from the employee's pay at the per-month rate it was paid or at a lesser rate acceptable to the Board. In addition, a teacher who does not complete the program as approved or fails to submit the required report, shall not advance vertically on the salary schedule by reason of the sabbatical period.
9. Upon return from a sabbatical leave, the teacher shall have the assignment rights that the teacher would have enjoyed had the teacher not gone on sabbatical leave.
10. Any employee on leave under the provisions of this Article shall have the option to remain an active participant in the state teacher retirement system by contributing thereto the amount that employee would have been required to contribute if employed on a full-time basis. In the event such employee elects to contribute the amount of that employee's full-time share, the District shall likewise contribute the amount that it would have been required to contribute to the system if that teacher had, in fact, been employed on a full-time basis. Further, throughout the period that an employee remains on leave under the provisions of this Article, the District shall maintain such employee's insured fringe benefits in the same fashion as if that employee was actively teaching.
11. Upon return from a sabbatical leave, the teacher may not apply for an additional sabbatical leave until the teacher has taught for six school years after the earlier sabbatical 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 assistant superintendent, Human Resources, 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, as an option, retain military pay and allowances and be considered on unpaid leave during the employee's active duty period, or the employee may assign 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 in any calendar year. Employees taking leave under this Section shall give a copy of their military orders to the assistant superintendent, Human Resources.

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 assistant superintendent, Human Resources.
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 application to the assistant superintendent, Human Resources.
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 assistant superintendent, Human Resources.
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. Leaves are not normally granted to permit an employee to be employed elsewhere. However, a teacher who desires to obtain a vocational credential in a vocational field taught in the District may request a leave under this Article for the purpose of acquiring the work experience necessary to get the vocational credential.
3. 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.
4. Upon return from a leave without pay under this Article of less than one month, the employee shall be returned to the same assignment held prior to the leave. Upon return from such a leave of one month or more, the employee shall be returned to an assignment for which that employee is qualified.

Article 33

Special Leave

Each teacher shall, upon request that specifies a reason, be granted special leave with pay for two duty days per school year. Such leave may be used for purposes such as legal, business, household or family matters, but they may not be used for recreational or personal pleasure purposes. 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. However, 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. Not more than 25 teachers may be absent on the same day on a Friday or Monday, and not more than 30 teachers may be absent on the same day on a Tuesday, Wednesday or Thursday. If more than 25/30 teachers desire such leave on the same day, the first 25/30 legitimate requests received in the human resources office shall be approved. A teacher may not submit a leave request to the human resources office for a day that is more than 60 calendar days after the date the request is received in the human resources office.

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, video taping, 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. All materials not confidential under law in the employee personnel files shall be available to the employee, upon request, for inspection at any time.
2. Copies of such material in the employee's file shall be made available to the employee at the actual cost of such copying.
3. 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.
4. The official personnel file for an employee shall be the file maintained in and by the Human Resources Division. 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.
5. 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.
6. Commencing with the effective date of this Agreement, material that is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's 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 filed and may have such comment or rebuttal attached to the material in the file.

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 without any prior discipline or warnings can be subject to any level of discipline, as 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.
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.
4. 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

Professional Council

1. The Professional Council shall be composed of the Association executive director, three members of the Association executive committee, one member of the Association board of directors, the Superintendent (personally, or a designee when the Superintendent is not available), and four persons designated by the Superintendent.
2. The Professional Council shall meet at least once a month during the school year to discuss and study subjects mutually agreed upon relating to the school system.

3. The Professional Council shall study any educational problem of common concern and seek solutions to those problems.
4. The council shall not consider items or problems that are being negotiated in professional negotiations or that are being considered at any step of the grievance procedure or that are more appropriate subjects for negotiations or grievances. The council has no power to amend or modify this Agreement or recommend such amendments or modifications.
5. Association representatives on the Professional Council shall be released from school duties for monthly meetings of the council without loss of salary whenever it is jointly decided to hold such meetings during the school day.
6. An agenda for each meeting shall be prepared in cooperation between the Association and the Superintendent or the Superintendent's designee.

Article 40

Building Council/Leadership Teams

1. There shall be in each school building a standing committee, known as the Building Council, to serve as the principal's advisory committee.
 - a. 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. 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. In those buildings having department chairpersons, the principal may appoint up to one-half of the council members from among the department chairpersons. In addition, 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.
 - b. Principals shall meet with their council at least once a month.
 - c. The purpose of the council shall be to establish, in cooperation with the building principal, procedures 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 educational program in the building.

- d. 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.
 - e. Building rules, regulations and procedures shall neither contradict nor supersede the terms of this Agreement, Board policy or the laws of Colorado.
2. There shall be a Leadership Team in each school building.
- a. 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.
 - b. Leadership Teams include principals and core building and District instructional experts for the given issues addressed by the team. All school staff shall be invited to serve on the Leadership Team; however, it is important that membership be restricted to a comfortable and productive working group. Membership may change with the group's topics, and subgroups may work on specific tasks. It is possible a person may represent more than one area of expertise. The composition of Leadership Teams is intended to be flexible enough for buildings to define their teams to meet needs. Excluding Building Council, Leadership Teams may replace existing decision-making groups.
- Although not an inclusive list, Leadership Teams may also include an AEA representative; department chairs and grade-level leaders; special education, ELA, gifted and talented, specialist and exploratory teachers; and District coaches and District instructional coordinators.
- c. With the support of the faculty, the following are proposed key responsibilities of the Leadership Teams:
 - (1) support the goals of the Aurora Achievement Initiative
 - (2) distribute leadership opportunities and responsibilities beyond the administration
 - (3) empower teachers as leaders in instruction
 - (4) clearly communicate membership, topics being addressed and progress
 - (5) report strengths and challenges to the faculty, particularly in literacy and math
 - (6) establish the School Improvement Plan
 - (7) monitor the implementation of the plan and modify as necessary
 - (8) monitor the effective and efficient use of time

Article 41

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 42

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 to the director of employee relations. 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 by the director of employee relations.
- c. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant and/or the Association may appeal to the director of employee relations, 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. The director of employee relations, shall meet with the grievant and/or the Association representative within seven working days after receipt of the written appeal from Step 1. The director of employee relations, 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 43

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 44

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 45

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 46

Term of Agreement

1. This Agreement shall be effective as of July 1, 2005, and shall remain in effect until and including June 30, 2008, 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, 2008, it shall so notify the other party during either January or February of 2008. If no such notice is given, this Agreement shall terminate on June 30, 2008. 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, 2008, 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 16 day of May, 2006.

AURORA EDUCATION ASSOCIATION



By /s/ Brenna A. Isaacs
President

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



By /s/ Matthew L. Cook
President

Appendix A
TEACHER SALARY SCHEDULE
Effective July 1, 2006

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	Doctorate
01	34,267	35,247	36,216	37,194	38,182	39,153	40,124	41,107	42,081	43,055	44,032
02	35,378	36,368	37,351	38,340	39,336	40,317	41,303	42,293	43,280	44,265	45,252
03	36,491	37,489	38,484	39,484	40,488	41,481	42,480	43,479	44,479	45,473	46,476
04	37,603	38,609	39,619	40,629	41,642	42,648	43,656	44,667	45,676	46,684	47,696
05	38,714	39,729	40,754	41,773	42,795	43,811	44,834	45,852	46,873	47,891	48,919
06	40,849	41,867	42,892	43,903	44,927	45,949	46,963	47,987	49,008	50,029	51,047
07	42,982	44,003	45,025	46,046	47,067	48,082	49,100	50,130	51,147	52,166	53,187
08	45,121	46,141	47,161	48,177	49,198	50,220	51,240	52,262	53,283	54,302	55,326
09	47,254	48,275	49,294	50,314	51,335	52,358	53,377	54,396	55,420	56,436	57,454
10	49,391	50,413	51,434	52,449	53,478	54,492	55,511	56,536	57,554	58,576	59,597
11	51,529	52,548	53,566	54,586	55,606	56,634	57,650	58,673	59,687	60,708	61,736
12	52,173	53,205	55,710	56,727	57,746	58,770	59,787	60,810	61,828	62,845	63,862
13	52,817	53,862	56,406	57,437	59,883	60,905	61,924	62,942	63,964	64,984	66,010
14	53,461	54,519	57,103	58,146	60,632	61,667	64,059	65,082	66,098	67,120	68,141
15	54,105	55,176	57,799	58,855	61,381	62,429	64,859	65,895	66,924	67,959	68,993
16	54,749	55,833	58,496	59,563	62,130	63,189	65,664	66,709	67,750	68,798	69,844
17	55,393	56,490	59,192	60,273	62,878	63,950	66,462	67,524	68,576	69,638	70,696
18	56,037	57,147	59,889	60,982	63,627	64,712	67,262	68,337	69,403	70,476	71,547
19	56,681	57,803	60,585	61,692	64,376	65,474	68,064	69,151	70,229	71,316	72,399
20	57,325	58,460	61,282	62,400	65,124	66,234	68,864	69,964	71,056	72,155	73,251
21	57,969	59,117	61,978	63,109	65,873	66,995	69,665	70,778	71,882	72,994	74,102
22	58,613	59,774	62,675	63,818	66,622	67,757	70,466	71,591	72,708	73,833	74,954
23	59,257	60,431	63,371	64,527	67,371	68,517	71,267	72,405	73,534	74,672	75,806
24	59,902	61,088	64,068	65,236	68,118	69,279	72,067	73,219	74,361	75,511	76,657
25	60,546	61,745	64,764	65,945	68,867	70,040	72,869	74,033	75,187	76,350	77,509
26	61,190	62,402	65,461	66,655	69,616	70,802	73,669	74,846	76,013	77,189	78,361
27	61,834	63,059	66,157	67,363	70,365	71,562	74,470	75,660	76,839	78,028	79,212
28	62,478	63,716	66,854	68,072	71,113	72,324	75,271	76,473	77,666	78,868	80,064
29	63,122	64,373	67,550	68,782	71,862	73,085	76,072	77,287	78,492	79,706	80,915
30	63,766	65,030	68,247	69,491	72,611	73,847	76,872	78,101	79,318	80,545	81,767
31	64,410	65,687	68,943	70,199	73,360	74,607	77,674	78,915	80,144	81,384	82,619
32	65,054	66,343	69,640	70,909	74,108	75,369	78,474	79,728	80,971	82,224	83,470
33	65,698	67,000	70,336	71,618	74,857	76,130	79,275	80,542	81,797	83,063	84,322
34	66,342	67,657	71,033	72,327	75,606	76,892	80,076	81,355	82,623	83,902	85,174
35	66,986	68,314	71,729	73,036	76,354	77,652	80,877	82,169	83,449	84,740	86,025
36	67,631	68,971	72,426	73,745	77,102	78,414	81,677	82,983	84,276	85,580	86,877
37	68,275	69,628	73,122	74,454	77,851	79,175	82,479	83,797	85,102	86,419	87,729
38	68,919	70,285	73,819	75,164	78,600	79,937	83,279	84,610	85,928	87,258	88,580
39	69,563	70,942	74,515	75,872	79,349	80,697	84,080	85,424	86,754	88,097	89,432
40	70,207	71,599	75,212	76,581	80,097	81,458	84,881	86,237	87,581	88,937	90,284
41	70,851	72,256	75,908	77,291	80,846	82,220	85,682	87,051	88,407	89,775	91,135
42	71,495	72,913	76,605	78,000	81,595	82,981	86,482	87,864	89,233	90,614	91,987

Appendix B

EXTRACURRICULAR ACTIVITIES SALARY SCHEDULE

Effective July 1, 2006

		Head Basketball HS Head Football HS Head Cheerleader HS Band HS Vocal HS Dramatics HS Speech HS		Head Baseball HS Head Track HS Head Wrestling HS Head Gymnastics HS Head Swimming HS Head Pom Pon HS 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											
Years	Index											10.50%	Years	9%	Years	8%	Years	7%	Years	6%	Years
1	1.0000											3,598	1	3,084	1	2,741	1	2,399	1	2,056	1
2	1.0410											3,746	2	3,210	2	2,853	2	2,497	2	2,140	2
3	1.0820											3,893	3	3,337	3	2,966	3	2,596	3	2,225	3
4	1.1435											4,114	4	3,527	4	3,134	4	2,743	4	2,351	4
5	1.2050											4,336	5	3,716	5	3,303	5	2,891	5	2,477	5
6	1.2665											4,557	6	3,906	6	3,471	6	3,038	6	2,604	6
7	1.3280											4,778	7	4,096	7	3,640	7	3,186	7	2,730	7
8	1.3895											4,999	8	4,285	8	3,809	8	3,333	8	2,857	8
9	1.4510	5,221	9	4,475	9	3,977	9	3,481	9	2,983	9										
10	1.5125	5,442	10	4,665	10	4,146	10	3,628	10	3,110	10										
11	1.5740	5,663	11	4,854	11	4,314	11	3,776	11	3,236	11										

Appendix C

EXTRA PAY FOR EXTRA DUTY

1. Elementary Schools
 - a. Teachers who supervise at special events shall be paid \$15 per hour.
 - b. Teachers who perform the following extra duties shall receive the amounts indicated:
 - i. Safety Patrol Supervisor – \$425 per school year
 - ii. Student Council Sponsor – \$400 per school year
 - iii. School Chorus Sponsor – \$350 per school year per school, plus \$50 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)
2. Middle Schools
 - a. Teachers who supervise at special events or work at athletic events shall be paid \$15 per hour.
 - b. Teachers who perform the following extra duties shall receive the amounts indicated:
 - i. Sponsors at drama, talent and similar shows – \$250 per production per person
 - ii. Head Student Council Sponsor – \$600 per school year
 - iii. Assistant Student Council Sponsor – \$375 per school year
 - iv. Sponsor of clubs approved from time to time by the building principal – \$350 per club per school year
3. High Schools
 - a. Teachers who supervise at dances, plays and other special events or who work at athletic events shall be paid \$15 per hour.
 - b. Teachers who perform the following extra duties shall receive the amounts indicated:
 - i. Head Pep Club Sponsor – \$750 per school year
 - ii. Assistant Pep Club Sponsor – \$350 per school year
 - iii. Drill Team Sponsor – \$900 per school year
 - iv. Head Junior or Senior Class Sponsor – \$1,200 per school year
 - v. Assistant Junior or Senior Class Sponsor – \$850 per school year
 - vi. Head Freshman or Sophomore Class Sponsor – \$600 per school year
 - vii. Assistant Freshman or Sophomore Class Sponsor – \$400 per school year
 - viii. Sponsor of clubs chartered from time to time by the Board of Education – \$500 per club per school year