



**Agreement**  
between the

**Aurora Public Schools Board of Education**

and the

**Aurora Education Association**

**August 20, 2008 – June 30, 2011**  
**Aurora, Colorado**

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Jeanette S. Carmany, Vice President  
Jane F. Barber, Secretary  
Peter Cukale, Treasurer  
Judith Edberg, Director  
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Anthony Van Gytenbeek, Deputy Superintendent  
Kari Allen, Chief Personnel Officer  
Lisa Escarcega, Chief Accountability & Research Officer  
William Stuart, Chief Academic Officer  
Anthony Sturges, Chief Operations Officer  
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Amy Nichols  
Michelle Spikes  
Monica Wilbanks  
Angie Willsea

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

## **Spring 2008 Negotiation Teams**

### **Board of Education Team**

Kari Allen, Chief Personnel Officer  
Brian Donovan, Legal Counsel  
Debbie Ellis, Principal  
Kathleen Hostetler, Dir Employee Relations  
James Scott, Principal  
William Stuart, Chief Academic Officer  
Tony Van Gytenbeek, Deputy Superintendent  
Rod Weeks, Chief Financial Officer

### **Aurora Education Association Team**

Sylvia Carnahan, Teacher  
Laurie Foster, Teacher  
Jaime Green, Teacher  
Brenna Isaacs, AEA President  
Amy Nichols, Teacher  
Frank O'Hara, UniServ Director  
Vicki Reinhard, Teacher  
Cathy Wildman, Teacher

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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 three-quarter hours or more of a duty day) but less than a full-time employee's assignment.
9. The term "limited part-time" shall mean those employees who have less than a half-time assignment (less than three and three-quarter hours of a duty day) with the District.
10. The term "student teacher" shall mean a student who takes increasing responsibility for the teaching, supervision and direction of a given group of learners in the preprofessional exposure to the public schools leading to

licensure while under the supervision of a regular employee designated by the chief personnel officer, Human Resources, as a supervising teacher.

11. The term "school year" shall mean the period of time from the opening of schools of the District in the last half of the calendar year through the closing of the schools in the first half of the next calendar year, but it shall not include the summer school session.
12. The term "school days" shall mean all days during the school year during which students are required to attend school.
13. The term "student school day" shall mean that period of time on a school day during which students are in attendance.
14. The term "teacher contract year" shall mean the period of time commencing on the first duty day in the last half of one calendar year and ending on the day before the first duty day in the last half of the next calendar year.
15. The term "duty days" shall mean all days during which employees are required to perform their assigned duties, which may include some days in the teacher contract year prior to the beginning or after the end of the school year and may include some days during the school year that are not school days.
16. The term "teacher duty day" shall mean that length of time on duty days during which employees are required to be present at school for the performance of assigned work.
17. The terms "elementary school" or "elementary level" shall mean those schools, employees and/or programs in grades kindergarten through five.
18. The 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 College.

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 2008-09 and 2009-10 school years may be requested during February of 2009 or 2010, respectively, and those negotiations shall be conducted as set forth in Article 3 of this Agreement, except that the subject to be negotiated shall be limited as set forth above.
4. The Board shall supply the Association by March of each year all preliminary budget information that is available, the projections from such information, and the rationale behind any projections concerning the next budget year. This information shall include, but not be limited to, the "average daily attendance entitlement," and the calculation of the authorized revenue base per pupil for the subsequent year. Any subsequent changes in or additions to this information shall be presented to the Association on a continuing basis as they are developed. Any budgetary information presented to the Board shall be presented simultaneously to the Association.
5. The parties agree that they shall make a good-faith effort to resolve negotiable items to their mutual satisfaction. Good faith means an honest attempt to resolve such issues to the mutual satisfaction of the parties. The obligation of good-faith negotiations does not compel either party to agree to or to make a concession on a specific item.
6. It is recognized that each party may designate its own negotiating representatives; provided, however, the Association shall not use members of the

Board and the Board shall not use members of the bargaining unit. Each team agrees to have no more than eight representatives. Annually, the parties can mutually agree to increase the number of representatives on their individual bargaining teams. By mutual agreement, the parties can invite experts to provide information in specific subject areas. Teams may also mutually agree to facilitators to assist in negotiations. Guest experts and facilitators are not included in the team membership limits and have no decision making authority.

7. Before either party shall proceed to mediation or fact finding, the parties shall have made a good-faith effort to resolve their differences during negotiations. Such a good-faith effort shall require negotiations over a period of at least 30 days, and neither party shall have the right to declare an impasse and proceed to mediation or fact finding until 30 calendar days after the first negotiating session.
8. If negotiations do not result in mutual agreement, and after the time period prescribed in Section 7, but prior to the termination of this Agreement, either party may submit the dispute to mediation by notifying the other party in writing of its demand to mediate. If, however, the submitting party desires to bypass mediation and go directly to fact finding, it shall have the right to so notify the other party, in which event mediation shall be bypassed, unless within five days after receipt of the request to bypass mediation, the other party replies in writing that it demands mediation. In the event of such demand, mediation shall not be bypassed.
9. In the event of mediation, the mediator shall be selected as follows: The Board and the Association shall each submit to the other a list of five acceptable mediators within five working days after the demand to mediate has been made. From those lists a mutually acceptable mediator shall be selected, if possible. Should the Board and the Association be unable to agree within five working days upon a mutually acceptable mediator, the American Arbitration Association shall be called upon to furnish a panel of five mediators from whom the parties shall select a mediator. Within five working days after receipt of the panel of mediators from the American Arbitration Association, the parties shall meet to make such selection. The party demanding mediation shall first strike a name from the list, after which each in turn shall strike a name from the list, and so on, until one name remains. The remaining name shall be the designated mediator. Mediation shall be deemed at an end when the mediator so declares or when either party states in writing its desire to terminate mediation, which it may do at its discretion after one or more mediation sessions.
10. If the dispute is not settled by negotiations or mediation, either party may at any time thereafter, but prior to the termination date of this Agreement, submit the dispute to fact finding by notifying the other party in writing of its desire to do so. If mediation has extended beyond the termination date of this Agreement, neither party shall have waived its right to proceed to fact finding. The fact finder shall be selected in the same manner as a mediator is selected pursuant to Section 9 of this Article.
11. By mutual agreement of the parties, they may, instead of submitting the dispute to a fact finder, submit it to one individual who shall act as a mediator and fact finder simultaneously. The decision of the fact finder or of the fact finder/mediator shall be advisory only.
12. The costs of mediation and fact finding, exclusive of the costs of the parties' own representatives, shall be shared equally by the Board and the Association. Either party may request that an official record of the testimony taken at fact-finding hearings be made, and a copy of any transcript so made shall be provided to the fact finder. The party requesting an official record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, it shall share equally in the entire cost of making the official record.

13. During negotiations, mediation and fact finding, either party shall, upon written request, make available for inspection during normal business hours and within a reasonable period of time, any of its records and data pertinent to negotiations, except to the extent such disclosure may be limited by law. Neither party shall have the duty to make extensive compilations of data or records for the other party, but if such work is voluntarily undertaken, the party doing the work may require reimbursement of the cost of such work as a condition of doing it. The Board shall not charge more than verifiable costs for such work.

14. Tentative Agreements reached during negotiations, mediation or after fact finding shall be reduced to writing but shall have no legal effect unless and until ratified by the Board and the Association. In addition, tentative agreement on individual items shall be conditional upon approval and ratification of the entire Agreement by both parties.

15. 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; 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, color, creed, religion, national origin, ancestry, marital status, sex, age, disability, sexual orientation or gender identity.
4. The Board agrees it shall not discriminate against employees with respect to hours, wages or any terms or conditions of employment by reason of age to the extent protected by the federal Age Discrimination in Employment Act of 1967; marital or family status; disability as defined by the Americans with Disabilities Act of 1990; membership in any organization (or lack thereof); political activities; or expressed criticisms of District policies, programs or activities.
5. The Board agrees to the equitable application of all terms, conditions and benefits of employment set forth in this Agreement.

## **Article 8 Association Privileges**

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

1. The Association may use school buildings, provided reasonable notice is given to the Superintendent and such use does not interfere with or disrupt the normal operation or scheduled use of that building.
2. The Association may use school equipment, such as the public address systems, personal computers, facsimile and copy machines, and audiovisual equipment. Requests for such use shall be made to the chief operations officer and shall specify the equipment desired, how it is to be used, and the time or times the equipment is desired.
3. Space shall be provided on at least one bulletin board in each school building designated by the principal for the placement of Association notices, circulars or other materials, provided the material is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not involve the solicitation of funds (except as such solicitation of funds is approved in writing by the Superintendent), and provided further, that the placement of such material does not interfere with or disrupt the normal school use of such bulletin boards. A copy of all materials posted on the bulletin board shall be delivered to the principal's office either prior to or at the time of such placement.
4. The Association may use school mail (including teacher mailboxes in the buildings) provided such material distributed is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not involve the solicitation of funds. Further, if the distribution of materials via school mail is districtwide or to more than one school, a copy of the materials shall be given prior to or at the time of distribution to the Superintendent and to the principals of the buildings involved. If the distribution is to one school only, a copy of the material shall be given prior to or at the time of distribution to the principal of the building involved. (The foregoing requirements regarding provision of copies of messages, and barring materials of a partisan political nature, shall also apply to e-mail messages originating from the District e-mail system.)
5. The president of the Association or the president's authorized designee shall be allowed to visit individual employees during the duty day. The president will give advance notice by calling and speaking to the office of the principal and stating the purpose of the visit. The president or the president's authorized designee shall check in at the school office when commencing a visit to the school. In addition, the visitor shall not disrupt normal school activities or call employees from class, talk to them during class, or talk to them in the presence of students. Finally, such visits shall not take precedence over other meetings or other group activities previously organized by the principal.
6. The Board recognizes the right of the Association to hold Association meetings prior to the start of and after the end of the normal teacher duty day and during the teacher's authorized duty-free lunch period. Since the Association schedules its meetings on the 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.
7. 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 over the contract year. Such deductions shall be automatic for continuing members. When new requests are received after the August payroll cutoff, deductions shall be made in equal monthly installments through and including the last check of the contract year. When the request is received by the Board after the 10th of any month, deductions shall start with the salary check in the following month.
3. If a teacher desires to revoke the installment deduction authorization, the Board shall permit such revocation between the dates of July 1 and August 10, if such request is made in writing and received during the revocation period. The Board shall immediately forward a copy of any such request to the Association. The revocation shall be made effective in the first check of the contract year.
4. Any employee who has authorized payroll deductions under the terms of this Article and who resigns from the District shall have the balance of the annual dues deducted by the Board from the last paycheck, unless said employee revokes the Association dues deduction authorization in writing before the 10th of the month in which the employee receives the last paycheck.
5. The Board agrees to transmit all monies deducted under the terms of this Article to the Association on or before the last day of each month that said monies are deducted.
6. The Association shall have the right from time to time, but not more frequently than monthly, to supply to the Board a list of the members

for whom it feels dues should be deducted, and the Board shall, within seven working days, validate that list by either confirming that the dues are being deducted for all teachers on the list or by noting any teachers on the list for whom monies are not being deducted.

7. The Association agrees to hold the Board harmless from any and all claims arising from the proper application of this Article.
8. Teachers on leave without pay from the District are excluded from the requirements of this Article.

## **Article 10 Association President and Leave Days**

1. Upon request from the Association, the Board shall grant the president of the Association a leave of absence. The president shall be maintained on the District's payroll, and the Association shall, on a monthly basis, reimburse the District for (a) the full salary cost of the average salary of the group of teachers initially hired for that school year by Board action taken prior to the first day of that school year, and (b) the actual cost to the District of providing the president's fringe benefits, namely, the District's Public Employees Retirement Association contribution and the District's share of group life, disability, medical and dental insurance premiums. The Board also agrees to continue to credit the president with applicable incremental (vertical) salary advances or longevity advances during the duration of any particular president's leave and, upon completion of the leave, to return the president to a position for which the president is qualified.
2. Each school year, during the term of this Agreement, the Association may request that specified teachers be given release time with pay for a total of up to 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 2008-09, 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, 2009, it may, prior to May 30, 2009, request negotiations on financial obligations, which would be paid after June 30, 2009, 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 Dept. (including Chair)	Chair	Assistant Chair
1.0 – 1.9	\$400	
2.0 – 3.9	\$650	
4.0 – 6.9	\$900	
7.0 – 10.9	\$1,350	\$700
11.0 – more	\$1,600	\$850

The District 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 August for employees hired after June 30, 1994 and in September for those hired before July 1, 1994; provided, however, that in December employees shall be paid on the last duty day of that month.

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 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 credits of college course work for each group in the salary schedule from the bachelor's degree to the doctorate under the following guidelines:
  - a. Courses that are not authorized for relicensure credit in Colorado cannot be used for educational advances.
  - b. Credits must have been completed after the teacher's most recent and highest degree was conferred.
  - c. It shall be the individual teacher's responsibility to secure verification that the courses submitted for educational advancement meet the criteria as described in this Article.
3. To be utilized for horizontal advances, course credits must meet the following criteria:
  - a. Credits must be earned from either a four-year or two-year\* degree-granting and regionally accredited institution located in the United States, or earned from a four-year degree-granting foreign college or university approved by the ministry of education or equivalent educational agency within that country, provided documentary evidence of the study is validated by an official of the institution in English, and the study would be acceptable to the Colorado Department of Education. \*Credits completed after August 20, 2008 at a two-year degree-granting and regionally accredited institution located in the United States, and which meet the requirements specified elsewhere in this article may be considered for horizontal advancements.
- b. Credits must be acceptable to the Colorado Department of Education for added endorsement, license renewal, or No Child Left Behind "highly qualified" status.
- c. Credits earned at a two-year degree-granting and regionally accredited institution must be guaranteed transferrable to a Colorado four-year degree-granting and regionally accredited institution.
4. To be utilized for horizontal advances, the course work or degree must be submitted on the official transcript of the accredited institution. It shall be the responsibility of the teacher requesting horizontal advancement on the salary schedule to secure all necessary transcripts and verifications and to ensure that they are delivered to the human resources office as soon as available.
5. Horizontal advances for completion of course work or degree requirements shall become effective on the first day of the month following the month that the transcript (or degree conferring transcript if applicable) is submitted to the human resources office. The salary change shall be computed on the basis of the number of duty days remaining in the teacher's contract year on the first day of the applicable month. If there are no duty days remaining at that time, the salary increase shall not take place until the first duty day of the next contract year.
6. The Board shall grant credit for salary advances to teachers who successfully complete programs or workshops specified by the Board and approved by the Colorado Department of Education as being equivalent to post-degree academic credit, provided such programs or workshops shall benefit the teacher's professional growth in teaching in the Aurora Public Schools. Evidence of completed course work shall be submitted to the Licensed Professional Development Office in a timely manner.



7. 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 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 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 leave reporting and substitute system either via telephone or the internet and shall also make a building-level report in accordance with uniform procedures established by the principal.
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. Teachers in elementary schools shall have 90 minutes of daily noncontact time immediately preceding or following the instructional day in blocks of not less than 30 minutes. By action of the principal in consultation with the school building council, individual elementary schools may choose alternative blocks of time immediately preceding or following the instructional day. Such time shall be utilized for teacher determined planning or preparation. Principals may require attendance at a meeting or in-service activity during one or more of those blocks, provided that such meetings and in-service activities shall not consume more than 30 percent of any teacher's noncontact 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 for teacher determined preparation, planning and consultations. Principals may require attendance at a meeting or in-service activity during this time, provided that such meetings and in-service activities shall not consume more than 30 percent of any teacher's noncontact time per week.

14. 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.
15. 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.
16. 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.
17. 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 or 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.
18. In addition to the meetings permitted by Sections 16 and 17 of this Article, principals at individual schools may, but shall not be required to, schedule up to four evenings per school year for mandatory attendance by teachers at additional parent-teacher conferences, which conferences shall not exceed three and three-quarter hours each. If such additional parent-teacher conferences are held, for every seven-and-one-half hours of conference time the principal shall eliminate one teacher duty day, which is not also an instructional or student contact day for teachers in that building.
19. In supporting the goals of the Aurora Public Schools, the District 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 district strategic plan, 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 district strategic plan 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 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 (compromised 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, 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:
  - a. Within their endorsement areas, or
  - b. Within their major or minor fields of study as defined by their institutional recommendations, or
  - c. Within acceptable fields as defined by accrediting standards, or
  - d. Within fields for which they are qualified by recent experience or training.
2. Principals shall seek faculty input concerning teaching assignments. Principals shall consider such input in accordance with Section 1 of this Article and Sections A.1. and A.4. of Article 18.
3. Employees shall be notified and consulted regarding changes in their assignments as early as circumstances reasonably permit.
4. At elementary buildings without an assistant principal, one teacher may be appointed as teacher-in-charge to perform assigned duties in the absence of the principal. The teacher-in-charge may be relieved of classroom duties when occupying the position of teacher-in-charge for a full day or more. The teacher-in-charge shall be relieved of classroom duties as soon as it is determined that the principal's absence shall exceed five full days. Teachers-in-charge not relieved from classroom duties

are expected to handle only those matters that require immediate attention. No teacher shall be required to accept an appointment as teacher-in-charge.

## **Article 15**

### **Teaching and Learning Conditions**

#### **A. Professional Learning**

1. Teachers will work collaboratively with building and district support and in alignment with the building's school improvement plan and the district strategic plan to plan for their professional learning.
2. Building leadership teams will establish a calendar of dates and times of professional learning sessions. The calendar will be accessible to all staff within the first two weeks of the school year. Any subsequent changes will be approved by the building's leadership team and communicated promptly to the entire staff.
3. Outcomes for professional learning will be communicated in advance of the session.
4. Staff will take part in the data team process. Once sufficient capacity, in the opinion of building administration, is developed, data teams will be teacher directed and based on the needs of students and teachers.

#### **B. Facilities and Resources**

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

1. The Board shall continue to maintain 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
2. Board policy on the procedure for handling questioned materials shall include an

Instructional Materials Review Committee whose membership shall include at least two employees appointed by the Association.

3. Facilities shall have adequate workroom space, computers, copy machines and other office machines. The condition of the facilities, including buildings and classrooms, shall be maintained at a level sufficient to ensure the health and safety of the occupants. The work of maintenance employees shall be scheduled where practicable so as not to disrupt classes.
4. Teachers shall be given reasonable access to telephones in each school building to make school-business and personal calls. At least one telephone shall be located in some area of the building other than the building administrative and clerical offices, and it either shall be a separate line or shall contain a device that precludes others from listening to the conversation on another extension.
5. The school mail service shall be provided to every teacher in every building.
6. Each building shall contain an adequate faculty lounge. There shall also be faculty lavatory facilities, separate from student and health office facilities, in every building.
7. The District shall provide each teacher with a convenient, lockable place within the building in which to keep personal items.
8. Heavy school equipment and material shall be moved from one location to another by maintenance employees upon the request of a teacher, which request shall be made by the teacher to the office of the principal.

#### **C. Class Size and Composition**

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

1. The teacher shall use the approved district form to report the concern.
2. The principal shall assess the concern and respond to the teacher using the approved district form as soon as practical and no later than within 10 work days.

3. If the teacher is not satisfied with the response, the teacher, association representative (if requested) and association president or UniServe director may appeal to the chief academic officer who shall attempt to meet the teacher's concerns.
4. The chief academic officer shall inform the teacher of the decision using the approved district form as soon as practical and no later than within 10 work days, and that decision shall be final.
5. This Section shall not be subject to further negotiation during the term of this Agreement.

#### D. Inclement Weather

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

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

#### E. Miscellaneous

1. The Board and the Association agree that during the term of this Agreement, no teacher

shall be dismissed or reduced in salary as a result of a contract that is let by the District to a nongovernmental agency or company for the purpose of providing teaching services. If such a contract is let to a governmental agency, no teacher shall be dismissed who is qualified for another available teaching position.

2. A student teacher shall not be used to teach in place of a substitute teacher in a class in which the regular teacher is absent, except where an emergency requires such assignment. This Section shall not be construed to prohibit a supervisory teacher from making assignments to the student teacher, including such conduct of class functions as are permitted by law.
3. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. Freedom of individual conscience, association and expression shall be encouraged, and fairness in procedures shall be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitution of the United States and the state of Colorado. The final responsibility in the determination of the above rests with the Board.
4. The Board of Education and the Aurora Education Association agree that fourth-quarter/year-end elementary report cards shall be mailed following the last day of the school year.

### **Article 16 Department Chairpersons**

1. Each instructional department at the high school level with at least one full-time employee in the department may, but shall not necessarily, have a department chairperson. It is understood that the department chairperson is primarily a classroom teacher but is given the additional task of assisting other teachers. At no time are department chairpersons

considered supervisory personnel. Department chairpersons shall be chosen annually by the principal after consultation with the department faculty.

2. In those departments with seven or more full-time teachers, the chief personnel officer may, but shall not be required to, permit the assignment of both a department chairperson and an assistant department chairperson or two persons to act as co-department chairs.
3. Department chairpersons and assistant department chairpersons shall receive additional compensation in accordance with Article 11 entitled Compensation. If there are two co-chairpersons, the total pay shown in Section 11 of Article 11 shall be added together and divided equally.
4. A department chairperson, upon request, shall be entitled to one day or two days release time per school year from regularly assigned duties for the purpose of meeting professional responsibilities as a department chairperson. In determining whether a department chairperson shall be given one day or two days release time, the administration may consider the size of the department and the duties that the department chairperson is expected to perform.

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

- a. Scheduling and chairing department meetings;
- b. Meeting with appropriate personnel from the Division of Instruction and/or committees for curriculum development projects;
- c. Recommending course content changes to the appropriate personnel from the department, the Division of Instruction and the building principal;
- d. Assisting department teachers as necessary;

- e. Preparing and recommending to the building principal the department's budget; supervision of the department's allocated budget;
- f. Scheduling and allocating department equipment, materials and supplies.

## **Article 17 School Paraeducators**

1. School paraeducators shall be employed at the elementary, middle and high school levels if desired by the building principal and provided for in the operating budget.
2. In the development of the school paraeducator program, the building principal shall seek input from the building faculty.
3. School paraeducators shall not be used in any manner that violates applicable law.
4. Teachers shall assist in the evaluation of all school paraeducators assigned to work under their supervision, and the input of the teaching staff in the building shall be secured on questions related to the assignment and specific duties of school paraeducators.

## **Article 18 Teacher Transfers**

- A. General Considerations
  1. Transfers shall mean only those changes involving moves from one building (school location) to another. Reassignments to different grade levels or different areas of instruction within a building are not considered transfers. A transfer request shall be either voluntary and initiated by the employee or involuntary as initiated by the District.
  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 an online transfer request form. The teacher's principal will be notified via e-mail from human resources of the teacher's interest in transferring. Once a transfer form is complete, teachers may use the HR request for transfer system to select posted positions to which they are interested in transferring. Only the assignments and/or locations specifically requested online by the teacher 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. Teacher transfer candidates not selected following interviews shall be notified by the principal or designee 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. 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 or e-mail.
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 an online transfer request form to the human resources office by no later than the deadline for that specific posting. The teacher may also electronically attach relevant documentation such as a resume and/or letters of interest.
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.
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

## **Article 21**

### **Visitation Release Time**

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

## **Article 22**

### **Leaves of Absence – General**

1. As used in the following Articles of this Agreement concerning leaves of absence, the phrase "members of the immediate family" shall mean the teacher's spouse, child, father, mother, foster father, foster mother, foster children, stepchildren, domestic partners, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or any other relative of the teacher living in the immediate household of the teacher.
  2. If an employee is entitled to pay pursuant to more than one provision of this Agreement for time spent on any type of leave permitted in the following Articles of this Agreement, the employee shall not receive more than an amount equivalent to that employee's full pay for any such leave time.
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 chief personnel officer or a designee, to verify the illness or injury by furnishing a medical doctor's statement or certificates.

3. During the period of time a teacher is using paid leave, the teacher may not leave the Denver area except for a medically related reason. 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.
  - 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.

#### **Article 24 Health Leave Bank**

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

1. Full time teachers who have been regular employees of the District for at least six consecutive years may request an unpaid leave of absence for the purpose of pursuing collegiate study in a teaching endorsement area. Such leave shall not exceed one year.
2. The number of professional leaves throughout the District shall not exceed 0.25 percent of the total teaching staff at any one time. Leaves shall commence after the close of the school year and end prior to the beginning of the next school year. The total number of leaves to be granted, and whether specific leave requests shall be granted, shall be at the sole discretion of the chief personnel officer.
3. Leaves will not be granted unless a qualified replacement teacher is appointed. The employee who replaces a teacher on leave shall be notified of its temporary nature before acceptance of the appointment.
4. Prior to December 1, the teacher requesting a professional leave shall present an application to the chief personnel officer. Qualifying applicants must commit to completing at least 24 semester credits or the equivalent within their endorsement area or for an added endorsement during the one year leave period. Applications forms and procedures shall be posted on the District intranet. All applicants for professional leave shall be notified of the Board's decision by March 1.
5. Upon return from professional leave, teachers shall submit transcripts and/or a new Colorado Department of Education teaching license with the added endorsement to the chief personnel officer verifying that the preapproved collegiate and/or endorsement program was completed.
6. In accordance with Article 32 – Leave Without Pay, upon return from a professional leave, teachers may not necessarily return to the same assignments held prior to leave, but shall be placed into assignments for which they are qualified. The year during which the teacher was on professional leave shall not be

counted as a year of teaching experience for purposes of step increases under the teacher salary schedule.

7. Upon return from a professional leave, the teacher may not apply for an additional professional leave until the teacher has taught for six school years after the earlier professional leave.

## **Article 30 Military Leave**

1. An employee who is inducted, enlists, enters or is otherwise ordered into active duty as a member of the armed forces of the United States shall be granted, upon request, a military leave of absence without pay by the Board for such period of service, and shall be reemployed by the Board in accordance with relevant provisions of law. A copy of the employee's orders, notice of induction or other relevant documents shall be presented to the chief personnel officer at the time the request for leave is made.
2. If an employee who is a member of a Reserve or National Guard unit is required to take annual active duty training during the school year, that employee shall be granted leave for such active duty. The employee may, 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 chief personnel officer.

## **Article 31 Appointive and Elective Office Leave**

1. Employees may request leaves without pay to serve in appointive or elective federal, state or local offices. Requests for such leaves may be submitted to the chief personnel officer.

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

### **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.
1. Each teacher shall, upon request that specifies a purpose, 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, family or religious matters, but they may not be used for recreational or personal pleasure purposes.
2. To request special leave, teachers must submit a leave request form to the principal and then to the human resources office for approval. 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. Leave slips and prior approval requirements may be waived for emergencies at the discretion of the chief personnel officer.
3. 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.

4. Not more than 25 teachers may be absent due to special leave on the same day on a Friday or Monday, and not more than 30 teachers may be absent due to special leave 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 requests received in the human resources office shall be approved.

#### **Article 34 Medical Examinations**

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

#### **Article 35 Performance Evaluation**

##### **A. General Considerations**

1. The primary purpose of performance evaluation is the improvement of instruction through evaluating the job performance and teaching techniques of the teacher being evaluated. The responsibility for the evaluation of teachers rests with their principals or immediate supervisors. Although the responsibility for the evaluation rests with the principal or the supervisor, a teacher and the principal/supervisor may, by mutual agreement, use alternative strategies for evaluation (examples of such strategies are peer observation, videotaping, and student and parent input). Agreements to use an

alternative evaluation process should be written and signed by both the teacher and the principal. Alternative processes may be used only if the person to be evaluated is meeting District performance standards.

2. All formal monitoring or observations of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher. There shall be no use of eavesdropping, closed-circuit television, public address or audio systems, or similar devices for surveillance purposes.
3. Evaluation of teachers shall be based primarily on classroom performance, demonstrated instructional skills and other professional aspects of teacher performance, providing that such factors are:
  - a. Observed by the observer as part of a formal observation; or
  - b. Brought to the attention of the evaluator as a result of formal or informal observation by the evaluator or by other District administrators; or
  - c. Substantiated in writing if originating from any other source.
4. Observations made by District coaches and/or teacher leaders during the coaching process shall not be included in teacher performance evaluations. To ensure that the teacher-coach relationship retains the necessary degree of trust and that teachers are able to make mistakes and then improve with the help of their coaches, coaching observations must be kept separate from performance evaluations.
5. Any material deemed by the teacher to be of a negative nature and that is to become part of the teacher's permanent personnel record may be rebutted by the teacher if the teacher so desires. Such rebuttal shall be attached to the original material in the teacher's file.

##### **B. Frequency of Evaluation**

1. Nonprobationary teachers shall be observed annually and evaluated at least once every three years. More frequent evaluations may be initiated by either the principal or teacher. If an evaluation is requested by a nonprobationary teacher not more than once a school year, the principal shall comply with said request in conformity with the provisions

of this Article. If a nonprobationary teacher is to be evaluated more than once every three years on the principal's initiative, the principal shall provide reasons in writing why such additional evaluation is deemed necessary, and a conference shall be held to discuss those reasons.

2. Probationary teachers shall be evaluated at least twice during the first year, once in each semester. Probationary teachers shall be evaluated at least once during the second and third years of employment but may be evaluated more frequently if deemed necessary by the principal.

#### C. Observations

1. At least two formal observations lasting 25 minutes or longer shall be held prior to each required evaluation. One of those may be made by any qualified administrator, but one must be made by the teacher's evaluator. The observer shall make written evaluation comments on the proper form and give a copy to the teacher within five working days.
2. Within five working days of each observation, a conference shall be held between the observer and the teacher. The focal point of the conference shall be the teacher's objectives for the lesson under consideration, and the teacher's observed strengths and weaknesses shall be discussed within this framework. Except in extenuating circumstances, for example when the absence of the teacher or the administrator makes scheduling difficult, observations shall be scheduled to allow the observation conference to be completed before a subsequent observation is initiated.
3. Advance notification shall be given at least two working days before a formal observation, unless the teacher otherwise agrees. The notification shall state that the observer shall conduct the formal observation during one or two of the classes or periods taught by the teacher. The observer shall specify two classes or periods on a particular day, at least one of which shall be the subject of the formal observation. At the time of the notification, the observer may request that the teacher provide the objectives for the lesson or lessons to be observed, in which event the teacher shall

furnish such objectives to the observer not later than the end of the working day immediately preceding the day of the formal observation. In the event the observer is unable to attend a previously scheduled formal observation, the observer and teacher shall confer for the purpose of jointly rescheduling another such formal observation.

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

#### D. Evaluation Procedures

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

#### E. Allegations of Unsatisfactory Performance

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

the case of a dismissal of a probationary or nonprobationary teacher, regardless of the date, the dismissal shall be conducted in accordance with the procedures set forth in the Colorado Teacher Employment, Compensation, and Dismissal Act of 1990.

### **Article 36 Employee Personnel Files**

1. 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 Instructional Advisory Group**

The Instructional Advisory Group (IAG) is a joint District and Association advisory group, the members of which will review, collaborate, and problem solve instructional issues through open and honest dialogue. The Instructional Advisory Group will make recommendations regarding the planning, implementation, and ongoing improvement of the District's existing and proposed curriculum and instructional programs, including professional development.

The Instructional Advisory Group shall operate based on the following guidelines:

1. The IAG shall be co-chaired by the Chief Academic Officer and the Association President, or by members of the group, and shall focus on district level
2. The IAG shall be comprised of at least fourteen (14) teachers, administrators and/or Division of Instruction staff. The Association and District may each make seven (7) appointments to the IAG. All other appointments shall be agreed upon by both parties.
3. The IAG shall meet a minimum of once each quarter, but may meet more often if mutually agreed upon. The Chief Academic Officer and the Association President shall meet between the regularly scheduled meetings to address ongoing instructional issues.
4. All communication to district-wide staff related to the work of IAG shall be a joint communication between the Association and the Division of Instruction.
5. The IAG shall meet outside of the teacher duty day.

### **Article 40 Building Council**

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

1. Each principal shall determine the number of teachers to be on the council in the building, provided there shall be no fewer than one-third of those teachers or five of them, whichever of those figures is smaller, and there shall be no more than eight persons on the council.
2. Members of the council shall be elected by secret ballot at a regularly scheduled faculty meeting held prior to the end of the fourth week of school. Teachers shall be elected for two-year terms. Terms shall be staggered so that approximately one-half shall be elected each year. At the discretion of the council, a minimum number of one-year terms can be utilized to restore the balance of staggered term expirations.
3. In those buildings having department chairpersons, if the principal desires, the teachers in that building may choose to allow the principal to use the department chairpersons as the Building Council members, in which event the maximum of eight persons on the council shall be waived if there are more than eight department chairpersons. The decision to utilize department chairpersons as the council must be made every two years by a secret ballot election scheduled and conducted as above.
4. Principals shall meet with their council at least once a month. The Council will choose a chairperson at the initial council meeting each school year. The chairperson should be determined by a consensus or by election if consensus is not possible.

5. The purpose of the council shall be to create a productive and healthy building environment. To that end, the council, in cooperation with the building principal, will establish a process through which the entire staff may participate in the development, implementation and enforcement of building procedures, rules, regulations and other matters of concern relative to the proper functioning of the building's educational program including the building environment. While the council may appropriately address communications and building morale concerns, its function is not to address specific conflicts between staff members or personnel issues. To support schools in this process, the district, with the association support, may provide voluntary training in problem solving techniques and procedures. The training would be offered jointly to both building administration and association representatives. The training is intended to encourage the use of problem solving techniques in the operation of Building Councils and/or other applications.
6. Each Building Council shall, at its discretion, reduce to writing such building procedures, rules and regulations established in accordance with the staff-involvement procedures referred to in Subsection 1.c. of this Article. Building rules, regulations and procedures shall neither contradict nor supersede the terms of this Agreement, Board policy or the laws of Colorado.

#### **Article 41 Leadership Teams**

There shall be a Leadership Team in each school building.

1. Leadership Teams analyze the instructional and organizational practices of the school and support distributive leadership. Guiding principles of distributive leadership require people to operate in networks of shared and complimentary expertise. Knowledge and practice are stretched across roles to address the learning needs of adults and students and to increase student achievement.
2. Building Leadership Teams shall include principals, all interested teachers and district

instructional experts for the given issues addressed by the team. Annually, by the end of the fourth week of school, the principal will ensure that all school staff are made aware of the opportunity to serve on the Leadership Team and encouraged to participate. Membership will be confirmed annually, but participants may change throughout the year as determined by the group's topics, and subgroups may work on specific tasks. The composition of Leadership Teams is intended to be inclusive and flexible enough for buildings to define their teams to meet needs. Excluding Building Council, Leadership Teams may replace existing decision-making groups.

3. Communication with building teachers is key to Leadership Teams. The principal will ensure that the following are communicated to all staff:
  - a. Leadership Team membership
  - b. Time and location of meetings
  - c. Agendas, published prior to meetings, which outline topics being addressed
  - d. Minutes, published after meetings in a timely manner, which outline progress
  - e. Procedures for teacher input to Leadership Team
4. Leadership Team key responsibilities may include:
  - a. Support the goals of the district strategic plan
  - b. Distribute leadership opportunities and responsibilities beyond the administration
  - c. Empower teachers as leaders in instruction
  - d. Report strengths and challenges to the faculty, particularly in literacy and math
  - e. Establish the School Improvement Plan
  - f. Monitor the implementation of the plan and modify as necessary
  - g. Monitor the effective and efficient use of time

#### **Article 42 Admission to School Activities**

1. Each teacher shall be provided with an identification card on a standard form. It is understood and agreed that the identification card is personal and under no circumstances



shall the teacher loan or otherwise give possession of such card to any other person. If a card is lost, the teacher shall immediately notify the human resources office.

2. Upon presentation of the identification card, teachers shall be admitted free of charge to activities of the District held within the District in accordance with the provisions and limitations of this Article, provided such free admission shall not be granted for activities held outside the Aurora Public Schools, even though Aurora students may be participating in such activities, nor for playoffs scheduled in the District by the Colorado High School Activities Association. For those activities where reserved seating is utilized, the free admission shall not entitle the teacher to a reserved seat unless the teacher pays the difference between a general admission and reserved-seat admission.
3. Whenever it appears to the administration that an activity shall or reasonably may involve a capacity or overcapacity crowd, the teacher may be required to make known the intention to attend a reasonable amount of time in advance of the activity and secure an advance reservation or admission ticket.
4. Whether the activity shall or may involve a capacity crowd, a teacher shall be entitled to free admission to any activity held at the school at which the teacher teaches, or held at another school if students taught by that teacher are participating in that activity. As to other teachers, if the activity shall or may involve capacity crowds, the administration may limit free teacher admissions to a reasonable number on a first-come, first-served basis. In determining the number of such free admissions, the administration may consider such factors as the anticipated student and parent demand for admission and whether paid admissions are relied upon to partially sustain the activity, such as is the case in the presentation of musical and dramatic performances at the secondary level.
5. Free admission shall not be granted to any activity sponsored by a student organization as a fund-raising endeavor.

## **Article 43**

### **Grievance Procedure**

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

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

that the arbitrator concludes involves an issue on which the arbitrator has no right to render a decision by reason of the foregoing, the arbitrator shall refer the case back to the parties without decision. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party but shall be advisory only. The expense of the arbitrator shall be borne equally by the Board and the Association. If either party desires a transcript of the arbitration hearing, the cost of such transcript shall be paid or shared as is provided in Section 12 of Article 3.

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

#### **Article 44 Pilot Schools**

The Aurora Education Association and the APS Board support the establishment of pilot schools in APS and agree that bargaining unit employees in such schools shall be governed by the Memorandum of Understanding on Pilot Schools agreed to by the parties in October 2007.

#### **Article 45 Foreign Teachers**

1. The Aurora Education Association and the Aurora Board of Education recognize the need for qualified licensed teachers in every classroom. Both AEA and APS also recognize that at times there is a shortage of qualified domestic teachers in certain critical-need areas of instruction. A critical-need area is defined as a subject matter, area of instruction, grade level or area of subject-matter expertise in which the pool of candidates (including Teachers in Residence) available domestically is not expected to be large enough to fill the vacancies within the District. The District shall notify the

Association when a critical-need area exists. The District shall post openings in areas of critical need following guidelines set forth in Article 18. The District can, at the same time, consider filling the vacant position with a qualified educator from another country, and can fill the position with such a candidate if no qualified domestic candidates have applications on file with the District at the time the offer of employment is made. The term "qualified domestic candidate," as used in the preceding sentence, is defined as a candidate who has had experience in the area that needs to be filled, has obtained the necessary licensing by the state of Colorado for that area of instruction, and whose background, recommendations and other characteristics meet minimum standards. The District shall notify the Association of the number of foreign instructors hired, and the subjects that they shall be teaching, no later than the first day of the school year, or if such persons are hired after the start of the school year, promptly after hiring.

2. If any provision of this Agreement is in conflict with state or federal law or regulation (including rules of the U.S. Immigration and Naturalization Service) relating either to noncitizens working in the United States or to any aspect of persons from foreign countries working under the auspices of a firm in the business of providing such persons, then such law shall supersede this Agreement.
3. Application of the Agreement to Foreign Teachers: Persons who are hired under the auspices of a firm in the business of providing teachers from foreign countries and who teach in the District, shall be considered employees of the Aurora Public Schools and shall be covered under all provisions of this Agreement with the following qualifications and exceptions:
  - a. Article 7 (Teacher Rights). Nothing in Article 7 is intended to expand coverage to such persons of any constitutional right, statute or law they would not otherwise have enjoyed.
  - b. Article 11 (Compensation), Section 14. Such persons shall not be provided any of the insurance coverages or benefits specified in Section 14, except that such persons shall be eligible for dental

insurance. If the company providing any insurance coverage or benefit to APS or its employees now or hereafter takes the position that foreign teachers are not covered for any reason, APS shall not have breached this Agreement and shall have no obligation to provide coverage from any other source or otherwise compensate the employee for the lack of coverage or the consequences of lack of coverage.

- c. Articles 18, 19, 30 and 31. Such persons shall not be covered under the following provisions of this Agreement: Article 18 (Teacher Transfers); Article 19 (Reduction in Force); Article 30 (Military Leave); and Article 31 (Appointive and Elective Office Leave).
- d. Article 43 (Grievance Procedure). If a foreign teacher, or the firm employing such a teacher, for any reason notifies the District that the teacher shall not be working the following year, or if the District chooses to nonrenew the teacher, then any grievance brought on behalf of or directly relating to that employee shall immediately be rendered moot and shall not proceed. However, if the Association determines that the alleged contract violation impacts U.S. citizens who are in the bargaining unit, the Association shall be free to pursue the grievance.

#### **Article 46 Savings**

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law by reason of existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and be recognized by both parties as a binding contract between them.
2. If any provision of this Agreement is invalidated by a statute or a final judgment of a court of competent jurisdiction, either party to this Agreement may request negotiations, which negotiations shall commence within 30

days after the request for them. The negotiations shall be limited to consideration of a legal substitute provision, if any, which is directly related to the provision that was invalidated.

#### **Article 47 Entire Agreement**

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

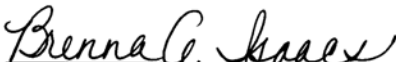
**Article 48**  
**Term of Agreement**

1. This Agreement shall be effective as of August 20, 2008, and shall remain in effect until and including June 30, 2011, 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, 2011, it shall so notify the other party during either January or

February of 2011. If no such notice is given, this Agreement shall terminate on June 30, 2011. 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, 2011, 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 19 day of August, 2008.

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, 2008

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	Doctorate
1	35,672	36,692	37,701	38,719	39,747	40,758	41,769	42,792	43,806	44,820	45,837
2	36,828	37,859	38,882	39,912	40,949	41,970	42,996	44,027	45,054	46,080	47,107
3	37,987	39,026	40,062	41,103	42,148	43,182	44,222	45,262	46,303	47,337	48,382
4	39,145	40,192	41,243	42,295	43,349	44,397	45,446	46,498	47,549	48,598	49,652
5	40,301	41,358	42,425	43,486	44,550	45,607	46,672	47,732	48,795	49,855	50,925
6	42,524	43,584	44,651	45,703	46,769	47,833	48,888	49,954	51,017	52,080	53,140
7	44,744	45,807	46,871	47,934	48,997	50,053	51,113	52,185	53,244	54,305	55,368
8	46,971	48,033	49,095	50,152	51,215	52,279	53,341	54,405	55,468	56,528	57,594
9	49,191	50,254	51,315	52,377	53,440	54,505	55,565	56,626	57,692	58,750	59,810
10	51,416	52,480	53,543	54,599	55,671	56,726	57,787	58,854	59,914	60,978	62,040
11	53,642	54,702	55,762	56,824	57,886	58,956	60,014	61,079	62,134	63,197	64,267
12	54,312	55,386	57,994	59,053	60,114	61,180	62,238	63,303	64,363	65,422	66,480
13	54,982	56,070	58,719	59,792	62,338	63,402	64,463	65,523	66,587	67,648	68,716
14	55,653	56,754	59,444	60,530	63,118	64,195	66,685	67,750	68,808	69,872	70,935
15	56,323	57,438	60,169	61,268	63,898	64,989	67,518	68,597	69,668	70,745	71,822
16	56,994	58,122	60,894	62,005	64,677	65,780	68,356	69,444	70,528	71,619	72,708
17	57,664	58,806	61,619	62,744	65,456	66,572	69,187	70,292	71,388	72,493	73,595
18	58,335	59,490	62,344	63,482	66,236	67,365	70,020	71,139	72,249	73,366	74,480
19	59,005	60,173	63,069	64,221	67,015	68,158	70,855	71,986	73,108	74,240	75,367
20	59,675	60,857	63,795	64,958	67,794	68,950	71,687	72,833	73,969	75,113	76,254
21	60,346	61,541	64,519	65,696	68,574	69,742	72,521	73,680	74,829	75,987	77,140
22	61,016	62,225	65,245	66,435	69,354	70,535	73,355	74,526	75,689	76,860	78,027
23	61,687	62,909	65,969	67,173	70,133	71,326	74,189	75,374	76,549	77,734	78,914
24	62,358	63,593	66,695	67,911	70,911	72,119	75,022	76,221	77,410	78,607	79,800
25	63,028	64,277	67,419	68,649	71,691	72,912	75,857	77,068	78,270	79,480	80,687
26	63,699	64,960	68,145	69,388	72,470	73,705	76,689	77,915	79,130	80,354	81,574
27	64,369	65,644	68,869	70,125	73,250	74,496	77,523	78,762	79,989	81,227	82,460
28	65,040	66,328	69,595	70,863	74,029	75,289	78,357	79,608	80,850	82,102	83,347
29	65,710	67,012	70,320	71,602	74,808	76,081	79,191	80,456	81,710	82,974	84,233
30	66,380	67,696	71,045	72,340	75,588	76,875	80,024	81,303	82,570	83,847	85,119
31	67,051	68,380	71,770	73,077	76,368	77,666	80,859	82,151	83,430	84,721	86,006
32	67,721	69,063	72,495	73,816	77,146	78,459	81,691	82,997	84,291	85,595	86,892
33	68,392	69,747	73,220	74,554	77,926	79,251	82,525	83,844	85,151	86,469	87,779
34	69,062	70,431	73,945	75,292	78,706	80,045	83,359	84,691	86,011	87,342	88,666
35	69,732	71,115	74,670	76,030	79,485	80,836	84,193	85,538	86,870	88,214	89,552
36	70,404	71,799	75,395	76,769	80,263	81,629	85,026	86,385	87,731	89,089	90,439
37	71,074	72,483	76,120	77,507	81,043	82,421	85,861	87,233	88,591	89,962	91,326
38	71,745	73,167	76,846	78,246	81,823	83,214	86,693	88,079	89,451	90,836	92,212
39	72,415	73,851	77,570	78,983	82,602	84,006	87,527	88,926	90,311	91,709	93,099
40	73,085	74,535	78,296	79,721	83,381	84,798	88,361	89,773	91,172	92,583	93,986
41	73,756	75,218	79,020	80,460	84,161	85,591	89,195	90,620	92,032	93,456	94,872
42	74,426	75,902	79,746	81,198	84,940	86,383	90,028	91,466	92,892	94,329	95,758

## Appendix B Extracurricular Activities Salary Schedule

Compiled on the BA, Step 1 Salary = \$35,672 and effective July 1, 2008

		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 Yearbook 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%	9%	8%	7%	6%
1	1.0000	3,746	3,210	2,854	2,497	2,140
2	1.0410	3,900	3,342	2,971	2,599	2,228
3	1.0820	4,053	3,473	3,088	2,702	2,315
4	1.1435	4,284	3,671	3,264	2,855	2,447
5	1.2050	4,514	3,868	3,439	3,009	2,579
6	1.2665	4,744	4,065	3,615	3,162	2,710
7	1.3280	4,975	4,263	3,790	3,316	2,842
8	1.3895	5,205	4,460	3,966	3,470	2,974
9	1.4510	5,435	4,658	4,141	3,623	3,105
10	1.5125	5,666	4,855	4,317	3,777	3,237
11	1.5740	5,896	5,053	4,492	3,930	3,368

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

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

## **Appendix C**

### **Extra Pay for Extra Duty**

#### **Elementary Schools**

1. Teachers who supervise at special events shall be paid \$15 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
  - a. Safety Patrol Supervisor – \$425 per school year
  - b. Student Council Sponsor – \$400 per school year
  - c. 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)

#### **Middle Schools**

1. Teachers who supervise at special events or work at athletic events shall be paid \$15 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
  - a. Sponsors at drama, talent and similar shows – \$250 per production per person
  - b. Head Student Council Sponsor – \$600 per school year
  - c. Assistant Student Council Sponsor – \$375 per school year
  - d. Sponsor of clubs approved from time to time by the building principal – \$350 per club per school year

#### **High Schools**

1. Teachers who supervise at dances, plays and other special events or who work at athletic events shall be paid \$15 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
  - a. Head Pep Club Sponsor – \$750 per school year
  - b. Assistant Pep Club Sponsor – \$350 per school year
  - c. Drill Team Sponsor – \$900 per school year
  - d. Head Junior or Senior Class Sponsor – \$1,200 per school year
  - e. Assistant Junior or Senior Class Sponsor – \$850 per school year
  - f. Head Freshman or Sophomore Class Sponsor – \$600 per school year
  - g. Assistant Freshman or Sophomore Class Sponsor – \$400 per school year
  - h. Sponsor of clubs chartered from time to time by the Board of Education – \$500 per club per school year



**MEMORANDUM OF UNDERSTANDING BETWEEN  
AURORA PUBLIC SCHOOL DISTRICT AND  
AURORA EDUCATION ASSOCIATION RE:  
PILOT SCHOOLS  
OCTOBER 23, 2007**

Introduction: The Aurora Public School District (APS) and the Aurora Education Association (AEA) are sponsoring the establishment of innovative pilot schools within APS. The purpose of establishing pilot schools is to provide additional models of educational excellence that will help to foster widespread educational reform throughout APS. The Pilot Schools model of teacher empowerment, parent engagement, and student achievement is a voluntary model. The parties hope to improve dramatically the educational learning environment and thereby improve student performance.

**I. Scope**

The parties agree to the goal of a maximum of four pilot schools by 2011 unless otherwise agreed to by the Joint Steering Committee.

**II. Association Responsibilities and Participation**

Pilot school staff are expected to participate in the ongoing activities of the Association, including election of an AEA Building Representative who will be responsible for conducting the following: (1) Association elections; (2) elections to convert a traditional school to a pilot school; (3) elections to approve the annual Election to Work Agreement and (4) elections of teachers to the Governing Board. Pilot schools are expected to maintain AEA membership levels similar to the district-wide percentage of Association membership. The Association will assign members to serve on the Joint Steering Committee.

**III. Status of APS Employees Who Work in Pilot Schools**

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

- A. These employees shall continue to receive, at a minimum, their salary and all benefits (including but not limited to all leave and insurance benefits) set forth in the Collective Bargaining Agreement between the District and AEA ("Master Agreement"), as well as all PERA benefits.
- B. These employees shall continue to be subject to the rights, protections, obligations and duties applicable to licensed employees under Colorado law, including, but not limited to, the membership in the Public Employee Retirement Association.
- C. These employees shall continue to accrue seniority as provided in the Master Agreement.
- D. These employees shall continue to attain and maintain status as set forth in Colorado law and the Master Agreement (e.g., temporary, probationary, non-probationary, etc.).

**IV. Working Conditions in Pilot Schools**

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

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

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

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

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

The following articles shall apply in their entirety:

- ✓ Articles 1 through 10
- ✓ Article 12
- ✓ Articles 19 through 34
- ✓ Articles 36 through 38
- ✓ Articles 41 & 42
- ✓ Articles 45 through 47

The following articles shall apply to the extent specified below:

- ✓ Article 11- Compensation
  - Section 1, the third sentence shall not apply.
  - Section 3 shall not apply.
  - Sections 7 and 8, as they relate to pay for Appendix B and C assignments, shall apply with the understanding that the teacher's assignment at the pilot school must be substantially the same as that in other district schools to receive the pay.
  - Sections 18, 19, 20 and 21 shall not apply.
- ✓ Article 13 – Teacher Duty Day and Teaching Hours, only section 6 will apply.
- ✓ Article 14 – Teaching Assignments, only section 1 will apply.
- ✓ Article 15 – Teaching Conditions, only section 10 will apply.
- ✓ Article 16 – Department Chairpersons, only sections 1 and 3 will apply.
- ✓ Article 18 – Teacher Transfers
  - This Article will apply as outlined in the MOU, section III Working Conditions, paragraphs 1, 2 and 3; subsection D of Article 18 in the Master Agreement “New Schools” does not apply.
- ✓ Article 35 – Performance Evaluation, this article will apply with the understanding that a Pilot School could establish additional evaluative processes as long as they are in addition to the district-approved evaluation.

The following Articles shall not apply:

- ✓ Article 17 - School Paraeducators
- ✓ Article 39 - Professional Council
- ✓ Article 40 - Building Council/Leadership Teams
- ✓ Article 44 - Foreign Teachers

- B. The foregoing Articles that remain in effect shall continue to be subject to the Grievance provisions of the Master Agreement. All other matters shall not be subject to the contractual Grievance provisions and, instead, are subject to review exclusively through the Internal Appeals Process set forth below.
- C. The Provisions of this Pilot Schools Agreement are not intended to narrow or expand the rights of the District or AEA to be less or greater than that provided by law, except as specifically set forth in this Memorandum of Understanding ("MOU"). If there is a conflict between a specific provision of this MOU and legal requirements, all other non-conflicting sections of this MOU shall remain in full force and effect.

#### V. Work Year, Workday

- A. The matters set forth in IV above ("Working Conditions in Pilot Schools") shall be reduced to writing in an "Election to Work Agreement" that shall be provided to each Pilot School employee at the inception of his/her employment at the Pilot School and no later than March 1 annually thereafter. All employees are required to sign such document as a condition of working or continuing to work at the Pilot School. This document shall also include the following information:
  - 1. The length of the instructional day, school day and workday.
  - 2. The length of the instructional year and work year and school calendars.
  - 3. The amount of time an employee is required to render service beyond the instructional/school/work year or day set forth in the Master Agreement.
  - 4. Any additional required duty time, such as during summers, school breaks, etc.
  - 5. Any additional teacher evaluation measure that enhances the effectiveness of the pilot school.
- B. Each school must have a governing board. The Governing Board creates its own governance structure using shared decision-making. The Governing Board shall establish a process for determining the length of the unit member work year, the length of the instructional and duty day, the school calendar, the amount of professional development to be provided in and outside of school, and summer work. These matters shall be part of the RFP submitted for approval/modification as set forth above.
- C. Notwithstanding the provisions of this section, Pilot Schools shall, at a minimum provide at least the number of student instructional hours and the amount of instructional minutes as other District schools at the same level.
- D. Bargaining unit employees at Pilot Schools shall have, at a minimum, employee contract hours which are equal to the minimum number of yearly duty contract hours required by the Master Agreement [1,496 hours for continuing teachers and 1,520 for new teachers].
- E. The parties agree that the Election to Work Agreement (including length of work year, length of work day, professional development time in and out of school, summer work), shall be created by a process designated by the Governing Board and shall be given to affected staff no later than February 1 of the previous school year. (This deadline is waived the year before the pilot school opens). All AEA bargaining unit staff members who work 50% or more of their

assignment at the site shall have the right to vote. The Annual Election-to-Work Agreement must be approved by a 66 2/3% secret ballot vote of all AEA Bargaining Unit staff at that site. If it is not approved, it shall be sent back to the Governing Board for possible revision. This election is to be run by the AEA Association Representative. If the Election to Work Agreement for an upcoming school year has not been approved by March 1 the previous year's Election to Work Agreement shall remain in place.

- F. All licensed staff members who work 50% or more of their assignment at the site shall have the right to vote on the decision to convert. The conversion vote must be approved by a 66 2/3% secret ballot vote.

## VI. Governance of Pilot Schools

Each Pilot School shall be governed by a Governing Board, consisting of a minimum of 12 members, the composition of which shall be as follows:

- The principal.
- Four teachers who are AEA members, elected by all members of the site's bargaining unit; one of the AEA teacher representatives will be the building association representative; to be eligible for service, teachers must be AEA members at the time of the election and must maintain membership during their term of service.
- At least one classified representative chosen by his/her peers.
- A minimum of four parents selected by parents, and,
- At least two non-parent community members selected by the Governing Board.
- If the Governing Board grows beyond 12, one-third will be AEA members.

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

## VII. Establishment of Pilot Schools

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

## VIII. Pilot Schools Joint Steering Committee

This Committee is charged with reviewing and recommending approval to the Board of Education of all initial RFPs to establish Pilot Schools, and all proposals to later modify initial RFPs.

- A. The Committee shall be comprised of representatives from the following organizations:
- The AEA President (or designee).

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

#### IX. Funding of Pilot Schools

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

#### X. Internal Appeals Process

- A. The Governing Board of each Pilot School shall develop an Internal Appeals Process ("IAP") which may be utilized by bargaining unit members at Pilot Schools to address concerns which are capable of being addressed under the terms of the IAP.
- B. A complaint under the IAP is limited to allegations that the written terms and conditions governing the Pilot School as specifically set forth in the RFP and/or written decisions of the local Governing Board have been violated or misapplied.
- C. Each Pilot School's IAP must be submitted to the Steering Committee for approval.
- D. If a Pilot School cannot agree on an IAP, the process set forth in section X.G below shall be deemed to be the IAP at that School. Such IAP shall also apply if the Steering Committee rejects a locally developed IAP and the Pilot School does not agree to a revised procedure, or if the Steering Committee rejects a revised procedure.
- E. Every Pilot School employee shall receive a written copy of the IAP.
- F. Every locally developed IAP shall provide that if a complaint cannot be satisfactorily resolved at the Pilot School level, a final decision will be made jointly by the Superintendent of Schools/designee and the President of AEA/designee.
- G. This IAP shall be used at Pilot Schools only under the circumstances stated in section X.B above. A "complaint" for purposes of this IAP is defined as set forth in section X.B above. A "day", for purposes of the timelines of this IAP is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays. The time limits of this IAP are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

The Steps of this IAP are as follows:

1. Informal Meeting Between the Grievant and School Leader: Within five (5) days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the school leader (and the department chair if the matter involves the department chair), to discuss the matter and attempt in good faith to resolve it. That meeting shall be conducted within five (5) days of the request
2. Second Meeting, With Association Representative Included: If the dispute has not been resolved within five (5) days of the above-described Informal Meeting, the employee shall have up to an additional five (5) days in which to request a second meeting, this one to

include the persons from the Informal Meeting, and also the Association Representative for the site, and may also include a designee of the school leader. The purpose of this meeting is for the school leader and the Association Representative to attempt in good faith to resolve the dispute. This meeting shall be conducted within five (5) days of the request. If the matter is not resolved within five (5) days of the Second Meeting, then this step is deemed completed. Provided, however that if the Association Representative may be personally affected by the outcome, and there is no designated co-representative, the matter shall automatically proceed to the next step.

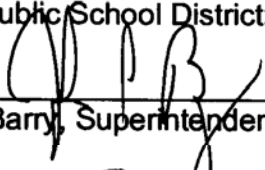
3. Third Meeting: Governing Board: If the dispute has not been resolved within five (5) days of the above-described Second Meeting, the employee shall have up to an additional five (5) days in which to request a meeting with the Governing Board. This meeting shall be conducted within five (5) days of the request. If the dispute has not been resolved within five (5) days of this meeting, the employee may submit the claim to the Superintendent and AEA President as outlined in X. F above.

#### XI. Duration of MOU

- A. This MOU shall take effect immediately upon approval by the District and AEA and shall remain in effect through June 30, 2011.
- B. Thereafter, this MOU shall automatically continue in effect subject to section XI. C. below.
- C. The parties agree that if either party wishes to modify the terms of this MOU, they may seek to do so by the normal process designated in Article 3 of the Master Agreement. Pilot school issues will, like compensation issues, be ones, which may be raised yearly during contract negotiations.

Date of Agreement: October 23, 2007

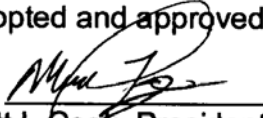
Aurora Public School District:

By:   
John L. Barry, Superintendent

Aurora Education Association:

by:   
Brenna A. Isaacs, President

Adopted and approved by the Board of Education on October 23, 2007.

By:   
Matt L. Cook, President

**AURORA PUBLIC SCHOOLS – PILOT SCHOOLS  
ANNUAL ELECTION-TO-WORK AGREEMENT  
SAMPLE TEMPLATE**

When hired, and annually thereafter, each Pilot School staff person is required to sign an Annual Election-to-Work Agreement. This agreement must include the areas included in the following template. Since teachers elect or choose to teach at a pilot school and certain work rules are determined by the Pilot School rather than the Negotiated Agreement, it is essential that each school clearly outline the working conditions, terms and expectations for employment. The teacher vote on the Election- to-Work Agreement will be by secret ballot and conducted by the AEA Building Representative. The vote must take place between February 1 and March 1 each year.

**SCHOOL NAME:** \_\_\_\_\_

**SCHOOL YEAR CONTRACT IS IN EFFECT:** \_\_\_\_\_

**(1) Introduction**

Include the following language:

I understand that teachers of the Pilot School continue to be members of the bargaining unit under the Master Agreement between AEA and APS, and retain all rights as specified in the Memorandum of Understanding (MOU).

I, FIRST AND LAST NAME, am voluntarily electing to work at NAME OF PILOT SCHOOL. I am signing this Annual Election-to-Work Agreement to indicate I understand and agree to the following terms and conditions of my employment. I further understand that my assignment at the Pilot School is on a yearly basis, subject to my re-assignment at the Pilot School.

\_\_\_\_\_ School operates under the Pilot Schools guidelines described in the AEA-APS Master Agreement, the Pilot Schools MOU between APS and the AEA and in the Pilot Schools Request for Proposals. Teachers of Pilot Schools are to receive wages and all benefits as they would at any other Aurora Public School, as specified in the MOU. Other terms and conditions of employment will be determined by \_\_\_\_\_ Pilot School and the \_\_\_\_\_ Pilot School's Governing Board, rather than by the APS-AEA Master Agreement. While not attempting to be exhaustive, this election states the more important terms and conditions. These terms and conditions will be reviewed annually and may be subject to change as determined by the Governing Board.

**(2) Salary, benefits, seniority, and membership in the Aurora Education Association**

Include the following language:

I will continue to accrue seniority as I would if I were working elsewhere in Aurora Public Schools. If I am hired as a teacher, I will receive the salary and benefits as specified in the MOU. Teachers at \_\_\_\_\_ Pilot School have the right to fully participate in the functions of the Aurora Education Association, retain the same right to representation as any member of the bargaining unit, and also retain the same opportunity as any other teacher in APS to join the Aurora Education Association.

### **(3) Terms of employment**

Outline work day and work year

Include school schedule

The following language must be included at the end of this section:

In addition, the following supplemental hours and tasks necessary to complete the mission of the \_\_\_\_\_ Pilot School may be required.

### **(4) Responsibilities**

Outline all job responsibilities

Include the following language at the end of this section: other duties as assigned

### **(5) Performance Evaluation**

The principal is responsible for evaluating staff using the district-approved process for regular or alternative evaluations. The school could establish additional evaluative processes as long as they are in addition to the district-approved evaluation.

### **(6) Dispute resolution**

Include the school's dispute resolution process. (If none is included, the process outlined in the MOU will govern.)

### **(7) Transfers**

The following language must be included:

If a position at \_\_\_\_\_ Pilot School is converted or eliminated, if the teacher is involuntarily transferred or if a teacher chooses to transfer from the Pilot School, the process outlined in the MOU will be followed.

### **(8) Termination**

The following language must be included:

You will be subject to termination from Aurora Public Schools in accordance with existing law and Articles 35 and 37.

### **(9) Signatures**

The following language must be included:

By signing this document, I acknowledge that I have read all the provisions of this election to work agreement and that I agree to all its terms.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING BETWEEN  
AURORA PUBLIC SCHOOL DISTRICT AND  
AURORA EDUCATION ASSOCIATION RE:**

**COMPENSATION INCREASES CONTINGENT ON THE  
NOVEMBER 2008 MILL LEVY ELECTION**

**AUGUST 19, 2008**

In light of severe budget restraints attributed to three consecutive years of declining student enrollment, APS and AEA have agreed that APS will fund:

- Salary schedule steps for all licensed employees, averaging 2.0%
- Increases in PERA contributions effective January 1, 2009 of 0.9 percent for all employees; the total employer funded PERA contribution at that time will be 12.95 percent
- Increases in health insurance premium of 0.5 percent for all employees.

The teams further agreed to a 2.0 percent general salary increase (GSI) for all employees and to increases in Appendix B, Appendix C, and staffing and department chair stipends for teachers contingent on the following conditions being met.

Conditions

- The BOE must approve a mill levy override question for the November 2008 election.
- The mill levy override must be approved by voters.

If the above conditions are met, the terms of the 2.0 percent GSI are as follows:

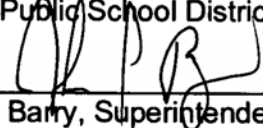
- The 2.0 percent GSI would be retroactive to the beginning of the contract year, July 1, 2008, and will be implemented in the January 2009 payroll.
- Only employees active on the APS payroll as of January 1, 2009 will receive the retroactive 2.0 percent GSI.
- The 2.0 percent GSI will apply to base salaries only effective January 1, 2009.
- There will not be retroactive compensation for Appendix B, Appendix C, staffing chair, department chair, extra duty, and other forms of pay. Increases in compensation for Appendix B, Appendix C, staffing chair, department chair, extra duty, and other forms of pay will be implemented January 1, 2009.

Proposed increases to staffing chair and department chair stipends are:

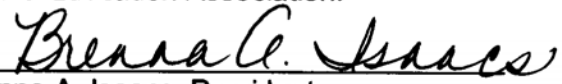
Article 11: Staffing Chairs		
Number of Staffings	Pay to Staffing Chairperson	
0 –15	\$600	
16-30	\$750	
31-45	\$850	
46-60	\$975	
Over 60	\$1,075	
Article 11: Department Chairs		
Teachers (FTE) in Dept. (including Chair)	Chair	Assistant Chair
1.0 – 1.9	\$425	\$700  \$850
2.0 – 3.9	\$700	
4.0 – 6.9	\$975	
7.0 – 10.9	\$1,450	
11.0 – more	\$1,725	

**Date of Agreement: August 19, 2008**

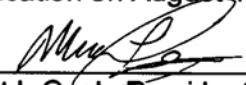
**Aurora Public School District:**

by:   
John L. Barry, Superintendent

**Aurora Education Association:**

by:   
Brenna A. Isaacs, President

Adopted and approved by the Board of Education on August 19, 2008.

by:   
Matt L. Cook, President

**Proposed Appendix A  
Teacher Salary Schedule  
2008 - 09**

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DOC
1	36,385	37,426	38,455	39,493	40,542	41,573	42,604	43,648	44,682	45,716	46,754
2	37,565	38,616	39,660	40,710	41,768	42,809	43,856	44,908	45,955	47,002	48,049
3	38,747	39,807	40,863	41,925	42,991	44,046	45,106	46,167	47,229	48,284	49,350
4	39,928	40,996	42,068	43,141	44,216	45,285	46,355	47,428	48,500	49,570	50,645
5	41,107	42,185	43,274	44,356	45,441	46,519	47,605	48,687	49,771	50,852	51,944
6	43,374	44,456	45,544	46,617	47,704	48,790	49,866	50,953	52,037	53,122	54,203
7	45,639	46,723	47,808	48,893	49,977	51,054	52,135	53,229	54,309	55,391	56,475
8	47,910	48,994	50,077	51,155	52,239	53,325	54,408	55,493	56,577	57,659	58,746
9	50,175	51,259	52,341	53,425	54,509	55,595	56,676	57,759	58,846	59,925	61,006
10	52,444	53,530	54,614	55,691	56,784	57,861	58,943	60,031	61,112	62,198	63,281
11	54,715	55,796	56,877	57,960	59,044	60,135	61,214	62,301	63,377	64,461	65,552
12	55,398	56,494	59,154	60,234	61,316	62,404	63,483	64,569	65,650	66,730	67,810
13	56,082	57,191	59,893	60,988	63,585	64,670	65,752	66,833	67,919	69,001	70,090
14	56,766	57,889	60,633	61,741	64,380	65,479	68,019	69,105	70,184	71,269	72,354
15	57,449	58,587	61,372	62,493	65,176	66,289	68,868	69,969	71,061	72,160	73,258
16	58,134	59,284	62,112	63,245	65,971	67,096	69,723	70,833	71,939	73,051	74,162
17	58,817	59,982	62,851	63,999	66,765	67,903	70,571	71,698	72,816	73,943	75,067
18	59,502	60,680	63,591	64,752	67,561	68,712	71,420	72,562	73,694	74,833	75,970
19	60,185	61,376	64,330	65,505	68,355	69,521	72,272	73,426	74,570	75,725	76,874
20	60,869	62,074	65,071	66,257	69,150	70,329	73,121	74,290	75,448	76,615	77,779
21	61,553	62,772	65,809	67,010	69,945	71,137	73,971	75,154	76,326	77,507	78,683
22	62,236	63,470	66,550	67,764	70,741	71,946	74,822	76,017	77,203	78,397	79,588
23	62,921	64,167	67,288	68,516	71,536	72,753	75,673	76,881	78,080	79,289	80,492
24	63,605	64,865	68,029	69,269	72,329	73,561	76,522	77,745	78,958	80,179	81,396
25	64,289	65,563	68,767	70,022	73,125	74,370	77,374	78,609	79,835	81,070	82,301
26	64,973	66,259	69,508	70,776	73,919	75,179	78,223	79,473	80,713	81,961	83,205
27	65,656	66,957	70,246	71,528	74,715	75,986	79,073	80,337	81,589	82,852	84,109
28	66,341	67,655	70,987	72,280	75,510	76,795	79,924	81,200	82,467	83,744	85,014
29	67,024	68,352	71,726	73,034	76,304	77,603	80,775	82,065	83,344	84,633	85,918
30	67,708	69,050	72,466	73,787	77,100	78,413	81,624	82,929	84,221	85,524	86,821
31	68,392	69,748	73,205	74,539	77,895	79,219	82,476	83,794	85,099	86,415	87,726
32	69,075	70,444	73,945	75,292	78,689	80,028	83,325	84,657	85,977	87,307	88,630
33	69,760	71,142	74,684	76,045	79,485	80,836	84,176	85,521	86,854	88,198	89,535
34	70,443	71,840	75,424	76,798	80,280	81,646	85,026	86,385	87,731	89,089	90,439
35	71,127	72,537	76,163	77,551	81,075	82,453	85,877	87,249	88,607	89,978	91,343
36	71,812	73,235	76,903	78,304	81,868	83,262	86,727	88,113	89,486	90,871	92,248
37	72,495	73,933	77,642	79,057	82,664	84,069	87,578	88,978	90,363	91,761	93,153
38	73,180	74,630	78,383	79,811	83,459	84,878	88,427	89,841	91,240	92,653	94,056
39	73,863	75,328	79,121	80,563	84,254	85,686	89,278	90,705	92,117	93,543	94,961
40	74,547	76,026	79,862	81,315	85,049	86,494	90,128	91,568	92,995	94,435	95,866
41	75,231	76,722	80,600	82,069	85,844	87,303	90,979	92,432	93,873	95,325	96,769
42	75,915	77,420	81,341	82,822	86,639	88,111	91,829	93,295	94,750	96,216	97,673

## Proposed Appendix B Extracurricular Activities Salary Schedule

Compiled on the BA, Step 1 Salary = \$36,385.

		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 Head Lacrosse Head Soccer HS Head Volleyball HS Head X Country HS Head Golf HS Head Tennis HS Head Softball HS Yearbook 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%	9%	8%	7%	6%
1	1.0000	3,820	3,275	2,911	2,547	2,183
2	1.0410	3,977	3,409	3,030	2,651	2,273
3	1.0820	4,133	3,544	3,150	2,756	2,362
4	1.1435	4,368	3,745	3,329	2,912	2,496
5	1.2050	4,603	3,946	3,508	3,069	2,631
6	1.2665	4,838	4,148	3,687	3,226	2,765
7	1.3280	5,073	4,349	3,866	3,382	2,899
8	1.3895	5,308	4,551	4,045	3,539	3,033
9	1.4510	5,543	4,752	4,224	3,696	3,168
10	1.5125	5,778	4,953	4,403	3,852	3,302
11	1.5740	6,013	5,155	4,582	4,009	3,436

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

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

## **Proposed Appendix C Extra Pay for Extra Duty**

### **Elementary Schools**

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

### **Middle Schools**

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

### **High Schools**

1. Teachers who supervise at dances, plays and other special events or who work at athletic events shall be paid \$17 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
  - a. Head Pep Club Sponsor – \$800 per school year
  - b. Assistant Pep Club Sponsor – \$375 per school year
  - c. Drill Team Sponsor – \$975 per school year
  - d. Head Junior or Senior Class Sponsor – \$1,300 per school year
  - e. Assistant Junior or Senior Class Sponsor – \$925 per school year
  - f. Head Freshman or Sophomore Class Sponsor – \$650 per school year
  - g. Assistant Freshman or Sophomore Class Sponsor – \$425 per school year
  - h. Sponsor of clubs chartered from time to time by the Board of Education – \$550 per club per school year