

Black = Current language in Master Agreement

Green = Changes to which the parties have indicated they can agree

Red = AEA proposals

Blue = APS proposals

Tentative Agreement 4.26.11

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Article 44 Pilot Schools

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

A. Scope

~~[DURING THE TERM OF THIS CONTRACT,]~~ The parties agree to the goal of a maximum of four ~~[four-EIGHT]~~ pilot schools by 2011 ~~[2011 2014]~~ unless otherwise agreed to by the Joint Steering Committee. ~~[unless otherwise agreed to by the Joint Steering Committee.]~~

~~[NEW PILOT SCHOOLS MAY RESULT FROM CONVERSIONS (INCLUDING CREATION OF A SEPARATE SCHOOL WITHIN THE SAME FACILITY) AND NEWLY CREATED SCHOOLS.]~~

B. Association Responsibilities and Participation

Pilot school staff are expected to participate in the ongoing activities of the Association, including election of an AEA Building Representative who will be responsible for conducting the following: (1) Association elections; (2) elections to convert a traditional school to a pilot school; (3) elections to approve the annual Election to Work Agreement and (4) elections of teachers to the Governing Board. Pilot schools are expected to maintain AEA membership levels similar to the district-wide percentage of Association membership. ~~THE ASSOCIATION SHALL BE RESPONSIBLE FOR ASSOCIATION MEMBER RECRUITMENT AND RETENTION EFFORTS WITHIN PILOT SCHOOLS TO ENSURE ASSOCIATION RESPONSIBILITIES ARE MET AT EACH SITE. MEETING TIME WILL BE PROVIDED AT EACH SITE FOR ASSOCIATION LEADERSHIP TO FULFULL THIS RESPONSIBILITY.~~ The Association ~~[PRESIDENT]~~ will assign ~~[ASSOCIATION]~~ members to serve on the Joint Steering Committee.

C. Status of APS Employees Who Work in Pilot Schools

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

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

D. Working Conditions in Pilot Schools

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

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

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

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

1. As expressly set forth below, most of the provisions of the Master Agreement shall remain in full force and effect in pilot schools at all times during this agreement. The following cannot be

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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 ~~[section 10 E. MISCELLANEOUS, SECTION ONE]~~ 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 ~~[UNLESS SUCH COMMITTEES FUNCTION AT A PILOT SCHOOL]~~
- ✓ Article 44 - Foreign Teachers

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

E. Work Year, Workday

1. The matters set forth in **the section** "Working Conditions in Pilot Schools" **above** shall be reduced to writing in an "Election to Work Agreement" that shall be provided to each Pilot School employee at the inception of his/her employment at the Pilot School and no later than March 1 annually thereafter. All employees are required to sign such document as a condition of working or continuing to work at the Pilot School. This document shall also include the following information:
 - a. The length of the instructional day, school day and workday.
 - b. The length of the instructional year and work year and school calendars.
 - c. The amount of time an employee is required to render service beyond the instructional/school/work year or day set forth in the Master Agreement.
 - d. Any additional required duty time, such as during summers, school breaks, etc.
 - e. Any additional teacher evaluation measure that enhances the effectiveness of the pilot school.
2. Each school must have a governing board. The Governing Board creates its own governance structure using shared decision-making. The Governing Board shall establish a process for determining the length of the unit member work year, the length of the instructional and duty day, the school calendar, the amount of professional development to be provided in and outside of school, and summer work. These matters shall be part of the RFP submitted for approval/modification as set forth above.
3. Notwithstanding the provisions of this section, Pilot Schools shall, at a minimum provide at least the number of student instructional hours and the amount of instructional minutes as other District schools at the same level.
4. Bargaining unit employees at Pilot Schools shall have, at a minimum, employee contract hours which are equal to the minimum number of yearly duty contract hours required by the Master Agreement [1,496 hours for continuing teachers and 1,520 for new teachers].
5. The parties agree that the Election to Work Agreement (including length of work year, length of work day, professional development time in and out of school, summer work), shall be created by a process designated by the Governing Board and shall be given to affected staff no later than February 1 of the previous school year. (This deadline is waived the year before the pilot school opens). All AEA bargaining unit staff members who work 50% or more of their assignment at the site shall have the right to vote. The Annual Election-to-Work Agreement must be approved by a 66 2/3% secret ballot vote of all AEA Bargaining Unit staff at that site. If it is not approved, it shall be sent back to the Governing Board for possible revision. This election is to be run by the AEA Association Representative. If the Election to Work Agreement for an upcoming school year has not been approved by March 1 the previous year's Election to Work Agreement shall remain in place.
6. All licensed staff members who work 50% or more of their assignment at the site shall have the right to vote on the decision to convert. The conversion vote must be approved by a 66 2/3% secret ballot vote.

F. Governance of Pilot Schools

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Each Pilot School shall be governed by a Governing Board, consisting of a minimum of 12 [42-10] members, the composition of which shall be as follows. **PREFERABLY, THE GOVERNING BOARD WILL HAVE A MINIMUM OF 10 MEMBERS, REPRESENTING THE as—FOLLOWINGs STAKEHOLDER GROUPS. PILOT SCHOOLS WILL MAKE EFFORTS TO ASSEMBLE THESE REPRESENTATIVES AS A GOVERNING BOARD. THE DISTRICT AND THE ASSOCIATION WILL BE REQUESTED TO ASSIST IN ACHIEVING THE COMPOSITION OF THE GOVERNING BOARD AS STATED. SUBSTITUTES MAY BE PERMISSIBLE IF EFFORTS FAIL IN THIS INTERVENTION.**

- The principal
- Four teachers who are AEA members, elected by all members of the site's bargaining unit; one of the AEA teacher representatives will be the building association representative; to be eligible for service, teachers must be AEA members at the time of the election and must maintain membership during their term of service.
- At least one classified representative chosen by his/her peers.
- A minimum of four [four THREE] parents selected by parents, and,
- At least two [two ONE] non-parent community members selected by the Governing Board.
- If the Governing Board grows beyond 12, [42 10] one-third will be AEA members.

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

G. Establishment of Pilot Schools

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

H. Pilot Schools Joint Steering Committee

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

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

- The AEA President (or designee).
- The UniServ Director (or designee).

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

I. Funding of Pilot Schools

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

J. Internal Appeals Process

1. The Governing Board of each Pilot School shall develop an Internal Appeals Process ("IAP") which may be utilized by bargaining unit members at Pilot Schools to address concerns which are capable of being addressed under the terms of the IAP.
2. A complaint under the IAP is limited to allegations that the written terms and conditions governing the Pilot School as specifically set forth in the RFP and/or written decisions of the local Governing Board have been violated or misapplied.
3. Each Pilot School's IAP must be submitted to the Steering Committee for approval.
4. If a Pilot School cannot agree on an IAP, the process set forth in **SECTION 7** below shall be deemed to be the IAP at that School. Such IAP shall also apply if the Steering Committee rejects a locally developed IAP and the Pilot School does not agree to a revised procedure, or if the Steering Committee rejects a revised procedure.
5. Every Pilot School employee shall receive a written copy of the IAP.
6. Every locally developed IAP shall provide that if a complaint cannot be satisfactorily resolved at the Pilot School level, a final decision will be made jointly by the Superintendent of Schools/designee and the President of AEA/designee.
7. This IAP shall be used at Pilot Schools only under the circumstances stated in section **4** above. A "complaint" for purposes of this IAP is defined as set forth in section **2** above. A "day", for purposes of the timelines of this IAP is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays. The time limits of this IAP are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

The Steps of this IAP are as follows:

- a. Informal Meeting Between the Grievant and School Leader: Within five (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

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- b. 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.
8. 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 section 6 above.

K. EVIDENCE OF IMPROVED STUDENT ACHIEVEMENT

PILOT SCHOOLS HAVE THREE YEARS TO MATCH OR EXCEED THE ACADEMIC ACHIEVEMENT OF SCHOOLS WITHIN THE DISTRICT WITH SIMILAR STUDENT DEMOGRAPHICS AS THE PILOT SCHOOL. PILOT SCHOOLS CAN RECEIVE EXTENSIONS OF ACHIEVEMENT TIMELINES UPON RECOMMENDATION FROM THE JOINT STEERING COMMITTEE AND APPROVAL BY THE BOARD OF EDUCATION.