

# AEA-APS Master Agreement

## Contract at a Glance



The following statements are a compilation of contract language and the intent of the language based on questions received by the AEA office and discussions at AR Council. Key ideas of interest to teachers have been distilled from the actual language.

### **Article 2: Recognition of the Association**

- AEA represents all teacher groups in regards to wages, hours and other conditions of employment.

### **Article 7: Teacher Rights**

- APS will not discriminate against teachers in regards to their participation in the association, or grievance complaints.
- APS will not discriminate against teachers with respect to expressed criticisms of district policies, programs or activities.

### **Article 9: Dues Deductions**

- Dues are deducted in twelve equal installments.
- To revoke membership notification must be received in writing during the period of July 1<sup>st</sup> through August 10<sup>th</sup>.

### **Article 10: AEA President and Leave Days**

- The president is on the district payroll. AEA pays the difference between salary schedule placement of the president and the average teacher salaries of new-hires at the start of each year. AEA pays to the district the cost of benefits and the district's share of insurance for the president.
- AEA may use up to 50 release days for association business and will reimburse the district for the actual cost of the substitute.

### **Article 11: Compensation**

- Sets the parameters for Appendix A (salary schedule), Appendix B (Coaches, and nonduty day teaching requirements), Appendix C (special event supervision and club sponsors), and staffing and department chairpersons.
- Insurance committee is advisory only.
- Compensation is negotiated on a yearly basis.

### **Article 13: Teacher Duty Day and Teaching Hours**

- The teacher day is 8 hours, 7.5 contact and noncontact time, and 0.5 duty-free lunch.
- Contact time may not exceed 30 hours per week.
- Duty free lunch: you should NOT be asked or compelled to work during your 30 minutes.
  - **Elementary:** the 30 minutes is exclusive of getting students to and from the lunch room
- Duties are NOT to be scheduled. Teachers will assist administration as needed until the proper personnel have established positions of authority.

- Planning time
  - Elementary has 90 minutes of noncontact time prior to or after school in blocks not less than 30 minutes.
  - K-8 has 75 minutes of noncontact time prior to or after school in blocks not less than 30 minutes.
  - Secondary teachers have plan time when not in contact with students
  - All teachers will have 70% of the noncontact time to use for “teacher determined planning or preparation.” **This means 70% of YOUR noncontact time is for you to direct.**
- Each building will develop and **PUBLISH** an in-house sub plan in the event a classroom needs coverage.
- Administration may call a one hour meeting each month typically used for faculty meetings.
- **ALL** employees may be required to attend up to 6 two-hour meetings during the school year. These meetings may be school-wide or district-wide.
- Section 19 is a long set of belief statements that is often overlooked, or seldom referenced. In this section are the words: **“Teacher workdays are teacher directed.”**

#### Article 14: Teaching Assignments

- Principals SHALL seek faculty input on teaching assignments.
- Employees SHALL be notified and consulted regarding any changes in teaching assignments.

#### Article 15: Teaching and Learning Conditions

- Leadership Teams (ILT) will establish a calendar of dates and times for professional learning (aka PD) within the first TWO weeks of the school year.
- Any changes to the schedule will be approved by ILT and reported to staff.
- The outcomes of the professional learning sessions will be communicated in advance of the session (the intent is “timely” not 20 minutes before).
- Data teams will be teacher directed once “sufficient capacity” has been reached in the opinion of administration.
- Class size and composition concerns are addressed via a form first to the principal and then, if not handled satisfactorily, to AEA leadership.
- In the event of a late start due to weather, teachers should arrive at their usual time “with regard and consideration of safety.”



#### Article 18: Teacher Transfers

- When making transfers the following will be considered: effect on students, district programs and interest of teachers.
- The principal makes the final decision on intra-building reassignments.
- **Voluntary transfers** are initiated by the teacher through use of the district website and online transfer form. HR will notify the principal of the request.
  - Veteran teachers will be considered FIRST for all posted positions.
  - Those teachers not selected for the transfer position will be notified by the HR office.
  - A transfer request will remain active for one year unless withdrawn.
- **Involuntary transfers** are not initiated by the teacher, but the teacher shall NOT be assigned to any position without their consent for which they are not professionally qualified.
  - A teacher will not be transferred without good cause.
  - A teacher may list up to three preferences for posted jobs and the principal will make a reasonable attempt to place the teacher in one of their designated choices.

### Article 20: Conference Release Time

- Teachers may apply to the director of professional development to attend conferences during the school year except for the first week of school.
- Each semester \$20,000 is set aside for conference attendance.
- **The next round of conference application dates are: July 2010 for Fall 2010 conferences; October 2010 for Spring 2011 conferences.** When applying for these funds you must complete the application on the APS website: <http://www.aps.k12.co.us/instruct/pl/article20.html> (it is strongly suggested that you detail any and ALL expected costs such as mileage, parking, meals, etc., or you may not be reimbursed fully).
- You will not be reimbursed without itemized receipts.



### Article 21: Visitation Release Time

- You may visit other teachers or other schools to view “relevant programs in action.
- The number of leave days allotted is equal to one-third of the district’s total number of employees, subject to available substitutes and budgetary funding.
- The visit will be planned with the principal in conjunction with building/ district educational goals, but the professional development office has final approval.

### Article 22: Leaves of Absence – General

- Section 1 defines what is meant by “immediate family” as used in this article.
- Full-time teachers accrue 12 days per contract year which are earned in equal amounts over nine months.
- HOWEVER, teachers in their first year with the district can take necessary leave prior to accruing all days. IMPORTANT TO NOTE, if a teacher leaves employment “all of the used but unearned days” will be deducted from the teacher’s final check.
- Unused leave may be accumulated without a maximum.
- Teachers leaving employment with at least ten years of service in the district will be paid for their accumulated leave minus 30 days by the following formula: **current salary x 0.0015 x number of unused leave days.**
- The district agrees to provide leave as required under the federal Family and Medical Leave Act (FMLA) of 1993.

### Article 23: Paid Leave

- The chief personnel officer MAY require a teacher to verify their illness through a doctor’s note.
- During paid leave, except for medical reasons, a teacher may not leave the Denver area.

### Article 33: Special Leave

- Two days are allowed from the 12 earned each year as personal leave.
- Teachers must submit a form that gives a general reason for the leave; most teachers list “personal business” as the reason. These days are not to be used for recreational purposes.
- The leave request cannot be submitted more than 60 days prior to the desired date.
- Leave cannot be taken the day before or after a holiday or vacation period, with the exception of a family high school, or college graduation.
- No more than 25 teachers can be absent on a Monday or Friday of the same day, and no more than 30 teachers can be absent on a Tuesday through Thursday of the same day.

### Article 35: Performance Evaluation

- The primary purpose is to improve instruction.
- No surveillance devices may be used as part of the evaluation process.
- Performance is based primarily on classroom performance, but may include observations substantiated in writing by other district administrators or “from any other source.”
- HOWEVER, observations made by teacher leaders or district coaches during the coaching process **shall not be included** in the teacher’s evaluation.
- Teachers have the right to rebut anything they deem negative that becomes part of their personnel record and have it attached to the evaluation.
- After the observation the administrator **has FIVE working days** to meet with the teacher and provide written comments.
- Teachers will be given at least **TWO working days advanced** notice prior to a formal evaluation.
- If a probationary teacher is recommended for nonrenewal they and the association will receive at least **FOUR days advanced notice** prior to Board action and **no later than June 1<sup>st</sup>**.

### Article 36: Employee Personnel Files

- All materials in your file are confidential by law and are available for your review at any time on request. You can obtain a copy if you pay for the copying charges. These files are maintained in the HR department.
- Evaluations and observations will not be placed in the file until an employee has had the chance to read and respond.
- Buildings may keep individual files and your rights are the same as above.
- NO other file shall be kept on the employee apart from confidential references received in the process of job-hiring.
- Nothing of a derogatory nature will be placed in the teacher’s file without their knowledge. The teacher SHALL sign that they have received the information (you are only signing that you are in receipt of the information NOT that you agree with it). As with your evaluation, you have the right to rebut the material and have it attached.

### Article 37: Discipline

- No employee shall be disciplined or reduced in compensation without just cause. The exception to the just cause phrase are probationary teachers.
- When “imposing” discipline, the district will consider the teacher’s past history, the seriousness of the incident and all other relevant information (this could include statements from students, or colleagues).
  - **NEW LANGUAGE:** The teacher may file a grievance in regards to the administrative action directly at Level 2 and arbitration will be accelerated to the extent possible.
- A teacher can be subject to any level of discipline regardless of prior history.
- The disciplinary action will be provided to the teacher in writing if requested (always request).
- The teacher **SHALL be advised** of their right to an AR during a disciplinary meeting.
- A teacher may request an AR for any meeting with the principal and the principal MAY grant the request.
- A teacher may be placed on administrative leave during an investigation.
  - **NEW LANGUAGE:** Such investigations will be conducted in a timely manner and upon the teachers request administration will provide updates on the status of the investigation.
- A probationary teacher may be terminated at the end of their annual contract at the discretion of the Board, and neither the teacher nor the association can file a grievance.



#### Article 40: Building Council

- Each school **SHALL have** a building council which serves as the principal's **ADVISORY** committee.
- The principal decides the number of teachers on the committee as long as there are no more than 8 and no less than one-third of staff or 5 (whichever is smaller).
- Members of the council are **ELECTED by secret ballot** for two-year terms prior to the end of the 4<sup>th</sup> week of school.
- Members of the council may be comprised of department chairpersons IF the principal and other teachers agree. In this case the maximum council number may be waived.
- Principals **SHALL meet** with the council at least once a month.
- The chairperson will be chosen at the first council meeting each year and will be elected by ballot or consensus.
- **“The purpose of the council shall be to create a productive and healthy building environment,”** and therefore it should address morale and communication concerns if they arise.
- The council shall establish a process that allows all staff to participate in some capacity.
- The council is encouraged to implement sound problem-solving techniques and training may be made available to meet these needs.

#### Article 41: Leadership Teams

- Leadership Teams (ILT) will exist in every school.
- ILT will analyze instructional and organizational practices of the school and encourage “distributive leadership.”
- ILT will include principals, **ALL** interested teachers and district instructional experts.
- Annually by the **FOURTH WEEK of school**, the principal will make all staff aware of the opportunity to serve on ILT.
- Membership will be “confirmed” annually, but is intended to be inclusive and flexible.
- **ILT does not replace Building Council.**
- **Communication between ILT and staff is KEY** and the principal will ensure it takes place. This means agendas, minutes and teacher input procedures are **CLEAR and TIMELY.**
- ILT responsibilities MAY include establishment of the School Improvement Plan and monitoring effective and efficient use of teachers’ time.

