



Aurora  
Public  
Schools

# Board of Education

## Agenda

meeting of

**August 19, 2008**

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**Aurora Public Schools**

1085 Peoria Street  
Aurora, Colorado 80011

**AURORA PUBLIC SCHOOLS**  
**1085 Peoria St.**  
**Aurora, CO 80011**

**A G E N D A**  
**BOARD OF EDUCATION**  
**August 19, 2008**  
**6:30 p.m.**

**I – PRELIMINARY**

A. CALL TO ORDER

1. Roll Call

B. PLEDGE OF ALLEGIANCE

C. WELCOME TO VISITORS

The regular meeting of the Aurora Public Schools Board of Education will convene in the Dr. Edward and Mrs. Patricia Lord Boardroom of Educational Services Center 4. Individuals wishing to address the Board of Education on a specific agenda item are requested to sign up at the table on the south side of the boardroom prior to discussion of the Information and Action Items. Individuals wishing to address the Board of Education on a non-agenda item are requested to sign up and will be provided an opportunity, limited to three minutes, at the beginning of the meeting and, limited to three minutes, at the end of the meeting during Opportunity for Audience.

Please contact the Aurora Public Schools at 303-344-8060, ext. 28988 if, because of a disability, you require special assistance (such as sign language or oral interpreting services) in order to participate in a meeting of the Board of Education. Persons with such needs are requested to make contact at least one week prior to the Board of Education meeting, if possible, in order to allow staff to coordinate arrangements.

D. APPROVAL OF AGENDA

The August 19, 2008, agenda is presented for approval.

E. APPROVAL OF MINUTES

The minutes of the regular meeting of the Board of Education held on August 5, 2008, are presented for approval.

F. STUDENT PERFORMANCE

The Gateway Athenians will perform a musical selection at the August 19 Board meeting.

G. OPPORTUNITY FOR AUDIENCE

# Information Items

**II - INFORMATION ITEMS**

**A. SUPERINTENDENT OF SCHOOLS**

1. **Reports from the Board of Education** **Staff Responsible – Board**  
**6:55 - 7:05**
  
2. **Items of Current Interest** **Staff Responsible – Barry**  
**7:05 - 7:15**
  
3. **Anschutz Medical Campus Partnership** **Staff Responsible – Van Gytenbeek**  
**7:15 – 7:35**  

District staff will update the Board on the APS partnerships with the Anschutz Medical Campus.
  
4. **Vanguard Special Education Agreement/** **Staff Responsible – Hostetler**  
**Amendment to Charter School Contract** **7:35 – 7:50**

**(Attachment II-A-4)**

The Board of Education will be asked to review the special education agreement, which is an amendment to the charter school contract, between Vanguard Classical Charter School and Aurora Public Schools.

**B. DIVISION OF ACCOUNTABILITY AND RESEARCH**

No Items

**C. DIVISION OF FINANCE**

No Items

**D. DIVISION OF HUMAN RESOURCES**

No Items

**E. DIVISION OF INSTRUCTIONAL SERVICES**

No Items

**F. DIVISION OF SUPPORT SERVICES**

No Items

## **Consent Agenda – Action Items**

**III - CONSENT AGENDA - ACTION ITEMS**

**A. SUPERINTENDENT OF SCHOOLS**

No Items

**B. DIVISION OF ACCOUNTABILITY AND RESEARCH**

No Items

**C. DIVISION OF FINANCE**

No Items

**D. DIVISION OF HUMAN RESOURCES**

**1. Classified Personnel**

**Staff Responsible – Allen  
7:50 – 7:52**

**a. Resignation**

1)	Alfreda Barker	08-08-08	Campus Monitor, Aurora Hills
2)	Meghan Delaney	05-21-08	Paraeducator, Severe Needs/Life Skills, Aurora Central
3)	Perla Gonzalez	08-01-08	Paraeducator, Health/Office, Fulton
4)	Jordann Hoelzel	08-06-08	Interpreter, Educational Sign Language, Lansing
5)	Ana Mendoza	05-21-08	Paraeducator, Classroom, Montview
6)	Debra Miller	05-21-08	Paraeducator, Classroom, Fulton
7)	Supatha Mungmee	08-29-08	Custodian, South
8)	Maria Reyes	05-21-08	Assistant, Nutrition Services, Fletcher
9)	Margaret Seaton	08-08-08	Paraeducator, Health/Office, Dartmouth
10)	Warren Smith	08-15-08	Campus Monitor, Hinkley
11)	Judith Turner	05-22-08	Educational Assistant, Classroom, North
12)	Sarah Wick	05-21-08	Paraeducator, Transportation

**b. Declined Appointment**

Laura Netzer	08-01-08	Paraeducator, Classroom, Tollgate
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**c. Appointment**

1)	Ramona Anderson	08-01-08	Assistant, Nutrition Services, Iowa
2)	Toni Bailey	07-31-08	Paraeducator, Transportation
3)	Tonya Baker	08-01-08	Assistant, Nutrition Services, Peoria
4)	Shawn Barnett	08-01-08	Paraeducator, Severe Needs/Life Skills, Gateway

- |     |                        |          |  |
|-----|------------------------|----------|--|
| 5)  | Barbara Buss           | 07-31-08 | Bus Driver, Transportation                             |
| 6)  | Jacqueline Candelaria  | 8-01-08  | Paraeducator, Severe Needs/Life Skills, Gateway        |
| 7)  | Lisa Cowger            | 08-01-08 | Assistant, Nutrition Services, Mrachek                 |
| 8)  | Kenneth Crews          | 07-29-08 | Technician, Warehouse Worker I/Fixed Assets, Warehouse |
| 9)  | Nancy Crowley          | 08-01-08 | Paraeducator, Preschool, Child Development Center      |
| 10) | Carol Davis            | 07-21-08 | Clerk, Department, Rangeview                           |
| 11) | Angela DeCunzo         | 08-01-08 | Assistant, Nutrition Services, Aurora Hills            |
| 12) | Lauren Draper          | 08-01-08 | Paraeducator, Classroom, Vaughn                        |
| 13) | Jennifer Elias         | 08-01-08 | Assistant, Nutrition Services, Kenton                  |
| 14) | Diann Feakes           | 08-01-08 | Paraeducator, Preschool, Park Lane                     |
| 15) | Maria Flores           | 08-04-08 | Custodian, Boston K-8                                  |
| 16) | Angelica Flores-DeSoto | 7-21-08  | Custodian, Somerset/Hoffman                            |
| 17) | Cory Gilmer            | 07-28-08 | Technician, Warehouse Worker I/Fixed Assets, Warehouse |
| 18) | Kaneisha Gilson        | 07-31-08 | Bus Driver, Transportation                             |
| 19) | Yesika Guevara-Torres  | 8-01-08  | Paraeducator, Classroom, Clyde Miller                  |
| 20) | Tvhokne Harjo          | 08-01-08 | Family Liaison, Special Populations, Boston            |
| 21) | Rebecca Herbst         | 07-01-08 | Specialist, Communications, ESC 1                      |
| 22) | Jeannette House        | 08-01-08 | Family Liaison, Special Populations, Vaughn            |
| 23) | Melissa Ivy            | 08-01-08 | Facilitator, Preschool, Fulton                         |
| 24) | Rose Jaudon            | 08-01-08 | Assistant, Nutrition Services, Gateway                 |
| 25) | Gloria Loya            | 08-01-08 | Family Liaison, Special Populations, Peoria            |
| 26) | Maria Martinez         | 08-01-08 | Paraeducator, Preschool, Aurora Century                |
| 27) | Kimberly Matthews      | 08-01-08 | Paraeducator, Media Assistant, Sixth Avenue            |
| 28) | Wendy Mercado          | 08-05-08 | Paraeducator, Classroom, Arkansas                      |
| 29) | Imelda Morales         | 08-01-08 | Paraeducator, Classroom, Vaughn                        |
| 30) | Elizabeth Ocasio       | 08-01-08 | Family Liaison, Special Populations, ESC 3             |
| 31) | Anthony Page           | 07-22-08 | Clerk, General Ed Support, Clyde Miller                |
| 32) | Toni Pigon             | 08-01-08 | Assistant, Nutrition Services, Aurora Central          |
| 33) | Robin Polton           | 08-01-08 | Paraeducator, Classroom, Aurora Frontier K-8           |
| 34) | Henrietta Reason       | 08-01-08 | Assistant, Nutrition Services, Aurora Central          |
| 35) | Rocio Rivas            | 08-01-08 | Assistant, Nutrition Services, Aurora Hills            |
| 36) | Jeaniva Ruiz           | 08-01-08 | Family Liaison, Special Populations, Kenton            |

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|-----|---------------------------------|----------|--|
| 37) | Linda Sanford                   | 08-01-08 | Interpreter, Educational Sign Language, Dalton   |
| 38) | Patricia Soria                  | 08-01-08 | Paraeducator, Preschool, Jamaica   |
| 39) | Todd Trembley                   | 07-31-08 | Bus Driver, Transportation   |
| 40) | Yolanda Vega                    | 08-06-08 | Paraeducator, Before & After Assistant, Vassar   |
| 41) | Robin Watkins                   | 07-31-08 | Bus Driver, Transportation   |
| 42) | Virginia Young                  | 08-01-08 | Family Liaison, Special Populations, ESC 3   |
|     |                                 |          |  |
| d.  | Resign from Leave of Absence    |          |  |
|     | Lucero Giron                    | 05-21-08 | Paraeducator, Media Assistant, Aurora Central  |
|     |                                 |          |  |
| e.  | Return from Leave of Absence    |          |  |
|     | 1) Brett Britt                  | 07-24-08 | Head Custodian, Elementary, Arkansas   |
|     | 2) Akidawakunakieba Norman-Loyd | 08-01-08 | Paraeducator, Severe Needs/Life Skills, Fletcher   |
|     | 3) Fiona Saunders               | 07-31-08 | Bus Driver, Transportation   |
|     |                                 |          |  |
| f.  | Reassignment                    |          |  |
|     | 1) Patricia Bell                | 08-01-08 | Tutor, Multilingual, Iowa to Paraeducator, Classroom, Vaughn                               |
|     | 2) Siobhan Eith                 | 08-01-08 | Paraeducator, Cross Categorical, Fletcher to Paraeducator, Classroom, Boston K-8           |
|     | 3) Maria Godoy                  | 08-01-08 | Assistant, Nutrition Services, Crawford to Aurora Quest K-8                                |
|     | 4) Fadila Hrnjic                | 08-01-08 | Assistant, Nutrition Services, East to Aurora Quest K-8                                    |
|     | 5) Adrienne Johnson             | 08-01-08 | Educational Assistant, Media Technician, South to Paraeducator, Media Assistant, Dartmouth |
|     | 6) Candace Romine               | 08-01-08 | Paraeducator, Classroom, Iowa to Tollgate  |
|     | 7) Brenda Wright                | 08-01-08 | Assistant, Nutrition Services, East to Aurora Quest K-8                                    |
|     | 8) Grenetta Yolden              | 07-31-08 | Paraeducator, Transportation to Bus Driver, Transportation                                 |
|     |                                 |          |  |
| g.  | Transfer                        |          |  |
|     | 1) Isabel Abundis               | 08-04-08 | Custodian, Yale to Custodian, Head Elementary, Sable                                       |
|     | 2) Meghan Cowan                 | 08-01-08 | Clerk, Department to Secretary,  |

- 3) Ashley Fichialos 07-21-08 Department, ESC 1  
Paraeducator, Before & After Assistant,  
Vassar to Clerk, General Ed Support,  
William Smith
- 4) Julius Greer 07-25-08 Custodian, Head Elementary, Crawford  
to Custodian, Head Middle School,  
Boston K-8
- 5) Shelley Hubbard 07-21-08 Secretary, Department, Medicaid to  
Nutrition Services, ESC 3
- 6) Jeffrey Lassen 08-04-08 Journeyman, Carpenter to Welder,  
Facilities
- 7) Timothy McPherson 08-11-08 Educational Assistant, Technology,  
Clyde Miller to Aurora Century
- 8) Ashley Morgan 07-29-08 Paraeducator, Kid’s Tech to Manager,  
Day Care Program, Pickens Technical  
College
- 9) Soledad Ramirez 07-21-08 Paraeducator, Before & After, Aurora  
Century to Manager, Day Care  
Program, Sixth Avenue
- 10) Constance Rothmeyer 8-01-08 Educational Assistant, Classroom,  
Mrachek to Educational Assistant, ELA,  
Gateway
- 11) Stacey Smith 07-29-08 Paraeducator, Classroom, Kenton to  
Paraeducator, Health/Office, Clyde  
Miller
- 12) Mark Starr 07-28-08 Custodian, to Custodian, Head  
Elementary, Tollgate
- 13) Elisa Varela 08-01-08 Clerk, Department, ESC 1 to Family  
Liaison, Special Populations, Paris
- 14) Linda Woolfolk 07-31-08 Paraeducator, Transportation to Bus  
Driver, Transportation
- 15) Antonette Zanders 08-01-08 Paraeducator, Before & After Assistant,  
Arkansas to Campus Monitor, Hinkley

h. Retirement

Elizabeth Tucker 05-21-08 Assistant, Nutrition Services, Vaughn

2. **Licensed Personnel**

**Staff Responsible – Allen  
7:52 – 7:54**

a. Resignation

Cristin Buys 05-22-08 Teacher, Jewell

b. Appointment

1) Jamie Albright 08-04-08 Teacher, Virginia Court

- 2) Shannon Blackard 08-04-08 Teacher, Jamaica Child Development Center
- 3) Shannon Boutwell 07-30-08 Teacher, North
- 4) Jennifer Burton 08-01-08 Teacher, Murphy Creek K-8
- 5) Amanda Cannon 08-04-08 Teacher, Dartmouth
- 6) Jason Elliott 07-31-08 Teacher, Gateway
- 7) Jennifer Gaudreau 07-31-08 Teacher, West
- 8) David Hamilton 07-29-08 Teacher, Lyn Knoll
- 9) Brenda Helms 08-07-08 Teacher, Altura
- 10) Jennifer Henry 08-08-08 Teacher, Crawford
- 11) Abigail Hinga 08-04-08 Teacher, East
- 12) Zeynep Karaoglu 07-29-08 Teacher, Gateway
- 13) Valerie Koskiniemi 08-11-08 Teacher, Murphy Creek K-8
- 14) Carolyn Metz 07-30-08 Teacher, Tollgate
- 15) Joseph Mitchell 07-30-08 Teacher, Pickens Technical College
- 16) Judith Siennicki 07-30-08 Teacher, Peoria
- 17) Sarah Strand 08-04-08 Teacher, Vaughn/Boston
- 18) Joanna Ziemba 08-12-08 Teacher, Clyde Miller

c. Extension of Leave of Absence

Kathy Kuhn 08-07-08 Maternity  
Teacher, Aurora Century

d. Leave of Absence

- 1) Jessica Atchely-Rivers 8-13-08 Maternity  
Teacher, Sable
- 2) Rachel Mathews 07-30-08 Maternity  
Teacher, Gateway
- 3) Shanna O'Dell 08-04-08 Maternity  
Teacher, Iowa
- 4) Maria Quintana-Labarry 8-12-08 Maternity  
Teacher, Fletcher
- 5) Selina Schirle 08-05-08 Maternity  
Teacher, Child Development Center
- 6) Maria Silva 08-04-08 Maternity  
Teacher, Elkhart
- 7) Shannon Wachsmann 8-01-08 Maternity  
Counselor, Aurora Quest K-8
- 8) Elizabeth Webster 05-22-08 Personal (family care)  
TOSA, Math Instructional Coach, ESC 2

e. Resign from Leave of Absence

Britt Gilbert 05-22-08 Teacher, Virginia Court

f. Return from Leave of Absence

- 1) Lydia Klingensmith 07-30-08 Teacher, Montview
- 2) Jovialis Schwarz-Mason 8-07-08 Teacher, Lansing

g. Reassignment

- 1) Dusty Burton 07-30-08 Teacher, Aurora Hills to Aurora Quest K-8
- 2) Nicholas Davis 07-30-08 Teacher, Aurora Hills to Aurora Quest K-8
- 3) Jennifer Eagleston 07-30-08 Teacher, Aurora Hills to Aurora Quest K-8
- 4) Kelly Gardner 07-30-08 Nurse, ESC 3 to ESC 1
- 5) Erin Hayson 07-30-08 Teacher, Aurora Hills to Aurora Quest K-8
- 6) Elizabeth Herbst 07-30-08 Teacher, Aurora Hills to Aurora Quest K-8
- 7) Cynthia Kuchar 07-30-08 Teacher, Arkansas to Arkansas/Lyn Knoll
- 8) Deborah Stitche 07-30-08 Teacher, Lansing/Lyn Knoll to Lansing/Iowa

h. Transfer

- 1) Larisa Baskin 07-30-08 Teacher, Columbia to Elkhart
- 2) Gynelle Gaskell 07-30-08 Teacher, Altura to TOSA, ESC 2
- 3) Della Taylor 07-30-08 Teacher, Vaughn to Fulton

i. Deceased

Kay Robinson 07-31-08 Hearing Handicapped Teacher, ESC 2

**3. Non-Licensed Administrative and Professional/Technical Personnel**

**Staff Responsible – Allen  
7:54 – 7:56**

a. Termination

Abhilasha Sharma 06-05-08 Analyst Programmer Project Manager, Senior, Information Technology Center

**RECOMMENDATION:** The Board approve the personnel actions.

**4. Negotiated Agreement**

**Staff Responsible – Allen  
7:56 – 8:06**

**Attachment III-D-4)**

Members of the Board of Education have received a summary of the tentative agreements and proposed amendments to the negotiated agreement with the Aurora Education Association.

The amendments note changes in the agreement related to Article 11 - Compensation, including the negotiated salary schedule increase of 2 percent contingent on a successful mill levy election to be held in November 2008. The increase would be retroactive to the

beginning of the 2008-09 contract year and implemented January 2009 for only those employees active on the APS payroll as of January 1, 2009. The tentative agreement provided retroactive adjustment to base salaries only (Appendix A). There will not be retroactive compensation for Appendix B, Appendix C, department chairs, staffing chairs, and other forms of pay.

Another proposed amendment affected Article 13 – Teacher Duty Day and Teaching Hours, including identifying teacher determined noncontact time and the option for principals to direct no more than 30 percent of teachers’ noncontact time. Additional proposed amendments addressed a total of 16 articles as described in the summary provided to the Board of Education.

The amendments to the agreement have been voted upon by the Aurora Education Association Board of Directors and the association representatives. The Board of Education will learn of the outcome of the AEA membership ratification at tonight’s meeting.

**RECOMMENDATION:** If the Aurora Education Association membership approved the tentative agreement through its ratification vote, staff recommends that the Board of Education approve the amendments to the agreement between it and the Aurora Education Association as presented with an effective date of August 20, 2008.

5. **Classified Nonsupervisory Salary** **Staff Responsible – Allen**  
**8:06 - 8:08**

The Classified Employee Council Salary Subcommittee has approved the proposed recommendation for a salary adjustment for classified nonsupervisory employees for the 2008-09 contract year.

**RECOMMENDATION:** Contingent on a successful mill levy election to be held in November 2008, staff recommends that the Board of Education authorize a 2 percent increase in the classified nonsupervisory employee salary schedule. The increase would be retroactive to the beginning of the 2008-09 contract year and implemented January 2009 only for those employees active on the APS payroll as of January 1, 2009. Only base salaries as determined from the classified nonsupervisory employee salary schedule would be eligible for retroactive adjustments. Hours over contract, overtime, and all other forms of compensation would not be retroactively adjusted. Increases in compensation related to Appendix C (club sponsors and extra duty pay) of the Aurora Education Association’s master agreement would not be in effect until the 2009-10 school year.

Staff recommends that the Board of Education approve the increases as presented with an effective date of August 20, 2008, and contingent on a successful mill levy election.

6. **Administrator and Professional/Technical Salary Adjustment** **Staff Responsible – Allen**  
**8:08 - 8:10**

The recommendation for a salary adjustment for administrators and professional/technical staff is presented to the Superintendent and the Board of Education. The recommendation

that follows is in accord with market analysis and the district's performance pay regulation for administrators and professional/technical staff.

**RECOMMENDATION:** Contingent on a successful mill levy election to be held in November 2008, staff recommends that the Board of Education authorize a 2 percent increase in the administrator and professional/technical staff salary ranges. Per district regulation, the 2 percent range increase would allow for administrators and professional/technical staff currently above the midpoint of their respective salary range to receive a salary increase between 0 and 3 percent based on their job performance. No increase shall exceed the range maximum. The increase would be retroactive to the beginning of the 2008-09 contract year and implemented January 2009. Only base salaries for employees active on the APS payroll as of January 1, 2009, will be retroactively adjusted.

In June 2008, per district regulation, the Board of Education approved incremental salary increases for administrators and professional/technical staff below the midpoint of their range so that they may achieve the midpoint by the fourth contract year. Unless those increases were less than what staff would have been eligible for based on their performance, salaries for administrative and professional/technical staff below midpoint will not be increased again this year.

Staff recommends the Board of Education approve the increases as presented with an effective date of August 20, 2008, and contingent on a successful mill levy election.

**E. DIVISION OF INSTRUCTIONAL SERVICES**

No Items

**F. DIVISION OF SUPPORT SERVICES**

No Items

## Action Items

IV - ACTION ITEMS

A. SUPERINTENDENT OF SCHOOLS

No Items

B. DIVISION OF ACCOUNTABILITY AND RESEARCH

No Items

C. DIVISION OF FINANCE

- |    |  |  |
|----|--|--|
| 1. | <u>Expenditures Summary and Financial Report<br/>as of June 30, 2008</u> | <b>Staff Responsible – Weeks<br/>8:10 – 8:15</b> |
|----|--|--|

(Attachment IV-C-1 and attachment under separate cover)

**RECOMMENDATION:** The Board approve the Expenditures Summary and Financial Report dated June 30, 2008, as presented.

D. DIVISION OF HUMAN RESOURCES

No Items

E. DIVISION OF INSTRUCTIONAL SERVICES

No Items

F. DIVISION OF SUPPORT SERVICES

No Items

# Concluding Items

**V - CONCLUDING ITEMS**

**A. OPPORTUNITY FOR AUDIENCE**

**B. CORRESPONDENCE**

**C. NEXT MEETING DATE**

The next business meeting of the Board of Education will be held on September 2, 2008, at 6:30 p.m. in the Dr. Edward and Mrs. Patricia Lord Boardroom at Educational Services Center 4.

**D. ADJOURNMENT**

## **Attachment II-A-4**

### **Vanguard Special Education Agreement/ Amendment to Charter School Contract**

## **Amendment to Charter School Contract**

THIS AMENDMENT TO THE CHARTER SCHOOL CONTRACT (the "Original Contract") which was entered into following approval of the CP charter school application, is made and entered into by and between the JOINT SCHOOL DISTRICT 28J OF THE COUNTIES OF ADAMS AND ARAPAHOE ("School District") and Vanguard Classical Charter School (formerly known as CP Charter School), this \_\_\_\_ day of August, 2008.

### ***Recitals:***

The parties previously entered into a charter school contract under which Vanguard operates a charter school and the District serves as the chartering entity. The parties now wish to amend that Contract.

Under the Original Contract, the parties agreed that the School District would be responsible for all special education and related services to disabled students attending Vanguard. By this agreement the parties hereby amend sections 5.6 and 5.6.1 of the Original Contract as herein provided.

### ***Terms:***

- 1) Because it is responsible for providing services to disabled students, the School District currently retains approximately \$650.00 in funding for each disabled student; in consideration for Vanguard now providing most services to disabled students, the district will retain \$165.00 of such funding for each disabled student. (This figure takes into account the ECEA funding Vanguard is to receive under section 7.1.6 of the Original Contract. IDEA monies will be allocated as provided under federal law to the party providing special education services.) The parties intend that the additional money Vanguard will now receive shall be used solely for providing educational services to disabled students. Vanguard's financial records will show how these funds have been used and Vanguard will provide the School District with an accounting of how these funds have been used upon request.
- 2) Vanguard will be responsible for providing a free appropriate public education to all children who are "disabled" under federal or state law. Vanguard shall follow state and federal law (and district policy unless waived) in meeting its obligations. Vanguard will provide all services (other than those specified below as being provided by the School District) including but not limited to classroom teachers, paraprofessionals, speech language services, audiology services, physical therapy and occupational therapy services, counseling and social worker services, services to suspended students as legally required, parent counseling and training services, nursing services (diagnostic, evaluative, assessment), and psychological services (any of which could be purchased from the School District on mutually agreeable terms).
- 3) The School District will remain responsible for providing the following services: Orientation and mobility services, assistive technology (but not personal computers of any kind), services to expelled students, extended school year services for those

students determined, by the school district to be in need of such services, and nursing services (other than diagnostic, evaluative or assessment services). In addition, the School District shall provide a supervisory role over special education service delivery and in the development of Individual Education Plans at Vanguard.

- 4) Should Vanguard have difficulty hiring staff for special education positions (including positions for related service providers such as occupational therapists, speech therapists etc.) the School District shall use its best efforts to assist Vanguard in filling such positions. The District's best efforts do not include making a candidate available to Vanguard when it requires a candidate for its own programs. Vanguard agrees to reimburse the School District on a dollar for dollar basis for any costs the School District incurs in making staff available.
- 5) The parties agree that they will work cooperatively to ensure the attendance of a School District representative at every IEP meeting and each party will use all best efforts to ensure that such meetings take place in a timely fashion.
- 6) With respect to expelled students who are served by the School District after expulsion, Vanguard will return to the School District the proportionate share of all state and federal funding it received (including PPR and disabled student funding) for the student, with the proration to be calculated on a monthly basis with each month being 1/10th of the total. So, for example, if a student were expelled after three months, Vanguard would return to the School District 7/10ths of the monies it received. (Depending upon the timing of the student's expulsion, Vanguard may not be obligated to return funds, but rather the School District may simply not send further monies to Vanguard with respect to that student.)
- 7) The School District shall have the right to have its representatives present to observe the delivery of special education services at Vanguard at such times as it deems appropriate.
- 8) The School District shall retain final decision making authority on all decisions relating to disabled students including but not limited to whether the child is eligible for services; the nature of services necessary to provide FAPE; whether a given site is appropriate for the student's needs; and manifestation determinations related to student discipline. Upon enrollment of a student, all reasonable efforts shall be made by the School District and by VCS to determine whether the student has been identified as a child with disabilities. (Where the child is a School District resident, the School District agrees to search its records to assist in this determination). If so, the parties shall obtain a copy of the student's individualized education program (IEP). A properly constituted IEP team shall be convened to determine whether VCS is an appropriate placement for the student, and if so, the manner in which the IEP will be implemented at VCS.
- 9) Segregated account for due process matters: In order to have funds set aside to respond to special education due process hearing requests, a segregated account in the amount of \$100,000 will be established which will be funded with \$50,000 by Vanguard and \$50,000 by the School District. Vanguard and the School District will each contribute \$25,000 the first year, and \$25,000 the second year, with Vanguard to fund the account by a reduction from their monthly distribution from the District and the School District to fund the account with one payment at the beginning of each fiscal year. If the account falls below \$100,000, it will be replenished on the same schedule at the rate of \$25,000 annual contributions until the account reaches

\$100,000.

- a) Funds from this account may be spent on attorney fees, expert witness fees, and other expenses directly related to the due process hearing request.
- b) The parties agree that Caplan and Earnest law firm of Boulder, Colorado (or such other firm as is mutually agreed upon) shall represent their interests in any due process hearing.
- c) If a due process hearing request is made prior to the time the account is fully funded, or after it is depleted, the parties agree that they intend that Vanguard be responsible for up to \$50,000 in expenses necessary to defend due process hearings during any two-year period, and that the School District is responsible for up to that amount (and more if necessary to defend the case.)
- d) Any interest earned on monies in this account shall remain in the account and also be used to respond to due process hearing requests.

***Effective Date:***

The changes to the Original Contract specified above shall go into effect on August 19, 2008, and this Contract Amendment shall expire on May 22, 2009, unless extended by mutual agreement. The parties agree that they will meet no later than January 15, 2009, and again on April 1, 2009, to discuss extending this agreement for the 2009-10 school year, and that they shall make a decision as to whether or not they can agree to its extension by April 15, 2009. If either party does not agree, this Contract Amendment will not be extended.

With the exception of the foregoing, all provisions of the Charter School Contract between the School District and Vanguard remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

By: \_\_\_\_\_  
Vanguard Classical Charter School

Name:

\_\_\_\_\_  
(please print)

Title:

\_\_\_\_\_

Joint School District 28J of the Counties of  
Adams & Arapahoe (Aurora) Public Schools)

By: \_\_\_\_\_

Matthew Cook, President, Board of Education

**Attachment III-D-4**  
**Negotiated Agreement**



**Division of Human Resources**  
1085 Peoria St.  
Aurora, CO 80011

Phone – 303-344-8060  
Fax – 303-326-1940  
Web – [www.aps.k12.co.us](http://www.aps.k12.co.us)

To: All Aurora Public Schools Staff  
From: The Aurora Public Schools Board of Education Negotiations Team  
Copy: Aurora Public Schools Board of Education Members  
Date: June 25, 2008  
Subject: Negotiations Concluded: Tentative Agreement, AEA Ratification Vote, and BOE Action Information

We are happy to report that after three days of mediation with a federal mediator, the Aurora Public Schools (APS) and the Aurora Education Association (AEA) have reached a tentative agreement for a new three-year master agreement. Although this has been the tightest year financially that APS has faced in some time, the bargaining teams worked collaboratively to support the goals of VISTA 2010 and have structured fair compensation packages for all employees. Both teams demonstrated a collaborative spirit that helped us reach agreement on many contract revisions proposed by the AEA that are summarized in this memo. All items are subject to ratification by the AEA Board and AEA membership and final approval by the APS Board of Education (BOE). AEA will schedule a ratification vote in early August. The BOE will take action on these tentative agreements at its August 19 meeting.

The teams addressed two topics in mediation: compensation and the teacher duty day.

### **Compensation – mutual issue**

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%
- Salary schedule steps for those classified staff who are scheduled for an increase in 2008-09, averaging 4.7%
- 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 BOE will make this decision at its August 5, 2008 meeting.
- 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, hours over contract, overtime, and other forms of pay.

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

Article 13 of the master agreement defines the teacher duty day including guidelines for the use of time when teachers are not in contact with students. The teams agreed to delete paragraph 14 related to 30 minutes of uninterrupted teacher determined planning time. Those 30 minutes will be integrated into a teacher's total daily non-contact time. New language in this article will label noncontact time as "teacher directed," with the provision that principals may direct up to 30 percent of noncontact time weekly for meetings or inservice activities. Revisions also increased an elementary teacher's noncontact time before and/or after the instructional day from 60 to 90 minutes, essentially by incorporating the former 30 minutes of teacher determined planning time.

### **Tentative Agreements Made Prior to Mediation**

The bargaining teams were successful in making 16 tentative agreements and several informal agreements called BATNAs (Best Alternative to a Negotiated Agreement). Following is a short description of each tentative agreement and BATNA by Article number. The Division of Human Resources will be meeting with principals in July and August to review all changes in the master agreement.

### Negotiations Procedures: Article 3 – AEA issue

The APS team agreed with the AEA that each bargaining team would have no more than eight representatives. However, annually, the teams may agree to increase the number of representatives on their individual bargaining teams. In addition, by mutual agreement, the teams may invite content experts to provide information in specific subject areas and facilitators to assist in negotiations. Content experts and facilitators are not included in the team membership limits and have no decision making authority.

### Teacher Rights: Article 7 – AEA issue

The teams agreed to expand the non-discrimination categories in Section 3 to include ancestry, marital status, sexual orientation and gender identity.

Association Privileges: Article 8 – AEA issue

The AEA was interested in eliminating the requirement that the AEA president give two hour notice before visiting schools during the duty. In support of “trust and teamwork,” the APS team addressed this interest, and agreed that the AEA president, or her/his designee, may give notice by calling and speaking to the office of the principal and stating the purpose of the visit.

Dues Deductions: Article 9 – AEA issue

The AEA team proposed amending the language of Sections 2 and 3 so that the windows for dues collection and revocation would better align with AEA’s business practices. The APS team agreed to modify the language so that the procedures would allow the deductions in 12 equal installments over the contract year. In addition, elections to revoke the installment deduction authorization will be permitted between the dates of July 1 and August 10, and will be made effective in the first check of the contract year.

Association President and Leave Days: Article 10 – AEA issue

In response to the AEA’s change in bylaws to permit a longer term of office for its president, the AEA team proposed to extend the horizontal salary advancement from six years to “duration” of the president’s service. The APS team agreed to this proposal.

Educational Advances: Article 12 – AEA issue

The AEA team expressed an interest in including two year colleges to allow staff additional sources for college credits. The APS team agreed to begin accepting college credits from two-year degree-granting and regionally accredited institutions, which are located in the United States, and which meet the requirements stated in Article 12, effective July 1, 2008.

In addition, the teams agreed to add a line on the form for the professional learning facilitator to identify the expected submission date to the Professional Learning Office once the course is completed. The facilitator will also let each class know the expected submission date. The Division of Instruction newsletter will communicate the average time for staff to receive their certificate, once the course is submitted to the Professional Learning Office.

Visitation Release Time: Article 21 – AEA issue

The AEA team asked for clarification of the process outlined in Article 21. The teams reviewed a Web process developed by the Division of Instruction for communication and application of this process. In addition, the teams agreed that the pool of substitute days will be subject to availability of substitutes and contingent on the limitations of the APS budget. Among items to be considered in making decisions regarding release time will be whether the visitation supports the VISTA 2010, our strategic plan, the school improvement plan and the teacher’s professional learning goals.

Leaves of Absence – General: Article 22 – AEA issue

The AEA team proposed amending the definition of “immediate family” in Section 1 to include foster children, stepchildren and domestic partners to align it with recent changes to APS policy. The APS team agreed.

The teams agreed to confirm by memorandum the payroll practice and procedures used to administer the accrual of the 12 paid leave days during the contract period. In addition, the teams agreed to discuss further Section 7 during the spring 2009 negotiations, and it will not constitute part of the three bargaining items.

Sabbatical Leave, new, Professional Leave: Article 29 – AEA issue

The AEA team proposed, and the APS team agreed, to eliminate the obsolete Sabbatical Leave language and replace it with Professional Leave. Now, Article 29, Professional Leave allows a teacher with at least six consecutive years in the District to request a year of leave without pay to pursue collegiate studies in a teaching endorsement area. The number of leaves in the District will not exceed .25% of the total teaching staff at any one time, and the leave is dependent upon a qualified replacement being appointed. Applicants must commit to completing at least 24 semester credits or the equivalent and must submit transcripts and/or a new CDE teaching license with the added endorsement to the CPO. Upon return, the teacher may not apply for an additional professional leave until the teacher has taught for six school years after the earlier professional leave.

Professional Council: Article 39 – AEA issue

The AEA team proposed, and the APS team agreed to eliminate the obsolete Professional Council; the Professional Council no longer existed.

Instructional Advisory Group (IAG): New Article 39 – AEA issue

In response to the AEA team's proposal, the APS team agreed to add an article for the Instructional Advisory Group (IAG). The IAG is a collaborative advisory group that reviews, discusses and problem solves instructional issues. The Chief Academic Officer and AEA President will co-chair the group and jointly develop the agenda. The Advisory Group will be comprised of at least 14 teachers, administrators and/or Division of Instruction staff. The teams agreed that the IAG meetings will be scheduled outside the teacher duty and that the group will provide joint communications, which are related to the work of IAG, to district-wide staff.

Building Council/Leadership Teams: Article 40 – AEA issue

Building Council: New Article 40 – AEA issue

The AEA team proposed separating Article 40 Building Council/Leadership Teams into two separate articles to form Building Council, Article 40 and Leadership Teams, a new article. For the new Article 40, Building Council, the teams agreed to eliminate the principal's appointment of up to one half of Building Council members from among Department Chairs. The paragraphs were renumbered; however, the remaining language stayed the same.

Leadership Teams: New Article – AEA issue

This new article will separate Leadership Teams from Building Council.

The teams agreed to modify the language to be more inclusive. Annually, and by the fourth week of school, the principal will ensure that all staff is aware of the opportunity to serve on the team. Provisions were added to focus on the communication roles of Leadership Team and to ensure that teachers will have input to the Leadership Team.

Teacher Assignments: Article 14 – AEA issue

The AEA team expressed an interest in clarifying the role of the teacher in the principal's decision making process for teacher assignments. The APS team agreed to AEA's amending the word "should" to "shall" in Section 2.

Teaching Conditions: Article 15 – AEA issue

The parties agreed to reorder and clarify the language related to facilities and resources, and class size and composition. In addition, language was added to clarify the procedures for a delayed start due to inclement weather. Language on professional learning was added.

Department Chairpersons: Article 16 – AEA issue

The teams agreed that in those departments with co-chairpersons, one of them shall be designated by the principal as the primary contact. In addition, the teams agreed that the department chairpersons and principal will collaborate on the duties and responsibilities of the chairs. Also added was the requirement that the department chairperson will function as an "instructional leader" and will assist with department operations.

Special Leave: Article 33 – AEA issue

The teams agreed to add "religious" as a qualifying purpose for taking special leave. In addition the teams agreed to clarify the process for application and provide a waiver to prior approval for emergencies.

**Best Alternative to Negotiated Agreement ("BATNA")**

Not included in the above list of tentative agreements are the following "Best Alternative to Negotiated Agreement ("BATNA")" provisions:

Alternative Teacher Performance Evaluation Pilot – mutual issue

The bargaining teams agreed that the alternative evaluation for teachers will continue as a pilot for one more year. The evaluation committee that will be formed next year will be charged with including in its review recommendations for the alternative pilot as well as the regular process.

Leave Accrual Issues – AEA issue

The teams will develop a memorandum to address leave needs for continuing teachers when accrual is not posted until the end of September.

Revised Teacher Evaluation Process – AEA issue

Bargaining teams shared a desire to develop a new teacher evaluation process, as directed by VISTA 2010, in 2008-09.

Pilot School Memorandum of Understanding – AEA issue

Teams agreed that the Pilot School Memorandum of Understanding would not be amended.

## **Attachment IV-C-1**

# **Expenditures Summary and Financial Report as of June 30, 2008**

AURORA PUBLIC SCHOOLS  
Division of Finance  
15701 E. First Ave., Suite 106  
Aurora, CO 80011

To: Mr. Rod Weeks, chief financial officer, Division of Finance  
From: Mrs. Adrienne Bradshaw, director, Finance  
Date: August 19, 2008  
Subject: Expenditures summary for the twelve months ended June 30, 2008

	<u>Year to Date Expenditures</u>
General Fund	\$ 230,912,601
Aurora Academy Charter School	3,570,962
New America Charter School	3,174,621
Lotus School for Excellence	1,385,784
Global Village Charter School	2,045,034
Vanguard Classical Charter School	2,552,226
Athletic Fund	436,151
Bond Redemption Fund	19,151,762
Building Fund	33,588,317
Capital Reserve Fund	6,133,460
Colorado Preschool Program Fund	2,831,210
Copier Services Internal Service Fund	826,337
Grants Fund	22,381,855
Nutrition Services Fund	10,792,689
Print Services Internal Service Fund	792,377
Pupil Activity Funds	2,485,034
Risk-Related Activity Fund	3,362,252
Special Programs Fund	<u>6,259,722</u>
TOTAL EXPENDITURES	<u>\$ 352,682,394</u>