



2021-22 Addendum to Memorandum of Understanding in Response to the Coronavirus Pandemic

BACKGROUND

With the introduction of the COVID-19 vaccination for adults and recent eligibility for individuals as young as twelve (12), the impact of the global pandemic is not as severe and will allow for the return to the in-person learning environment for most students.

However, APS and AEA recognize the distinct possibility that COVID variants may result in increased infection and/or hospitalization rates that necessitate a transition back to a remote or hybrid working and learning environment. As such, APS and AEA establish the following amendments to the Collective Bargaining Agreement, aka, The Master Agreement for the 2021-22 school year.

Article 13, Teacher Duty Day and Teaching Hours

Sections 10, 11 and 12

10. *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 professional learning activity during one (1) or more of those blocks, provided that such meetings and professional learning activities shall not consume more than 25 percent of any teacher's noncontact time per week, and supervision duties shall not exceed 35 minutes per week averaged over the school year. (2014)*
11. *Teachers in K-8 and P-8 schools shall have 75 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 K-8 and P-8 schools may identify the 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 professional learning activity during one (1) or more of those blocks, provided that such meetings and professional learning activities shall not consume more than 25 percent of any teacher's noncontact time per week, and supervision duties shall not exceed 35 minutes per week averaged over the school year. (2014)*
12. *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 professional learning activity or may assign supervision duties during this time, provided that such meetings, professional learning activities and supervision duties shall not consume more than 25 percent of any teacher's noncontact time per week, and supervision duties shall not exceed 35 minutes per week averaged over the school year. (2014)*

APS and AEA agree that supervision duties shall not exceed 35 minutes per week averaged over the grading quarter. However, the parties agree to allow Teachers on Special Assignment, Specials (art, music and PE) and electives teachers, at the elementary, K-8 and middle school levels to provide student supervision duties that exceed 35 minutes per week averaged over the quarter. Specifically,

- A teacher with a teaching load/instructional minutes similar to that of others in the building is exempt from performing additional supervisory duties under the terms of the MOU.
- A teacher or TOSA (with instructional responsibilities) with less than a full teaching load may be assigned to daily supervision duties for no greater than 50% of the time in which teaching duties are not performed.

- A non-instructional TOSA, (i.e. Dean of Students, Administrative TOSA) may be assigned to additional supervision duties no greater than four (4) hours per day.

Section 14

14. 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 (1) 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. (2014)

APS and AEA agree that a good faith effort will be made to avoid conducting monthly staff meetings, two-hour instructional and informational meetings, and parent teacher conferences scheduled during the same week.

Section 16

16. In addition to the meetings permitted by Sections 14 and 15 of this Article, principals at individual schools may, but shall not be required to, schedule up to four (4) evenings per school year for mandatory attendance by teachers at additional parent-teacher conferences, which conferences shall not exceed three and three-quarter (3 ¾) hours each. If such additional parent-teacher conferences are held, for every seven and one-half (7 ½) hours of conference time the principal shall eliminate one (1) teacher duty day, which is not also an instructional or student contact day for teachers in that building. (2014)

In the event High School schedules are converted to the block schedule as implemented during 2020-21, Parent Teacher Conferences would increase in frequency in order to allow for conferences each session. The length of each conference session would decrease but the total number of hours over the semester would not exceed 7.5 hours outside the duty day.

Article 19, Teacher Transfers, Section C (Involuntary Transfers)

1. *A list of all vacant appropriate positions shall be made available to an involuntary transfer. (2014)*
2. *If, in the view of the administration, there are two (2) 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 (3) positions. The administration shall consider the designation and shall make reasonable effort to place the teacher in one of the designated positions.*

APS and AEA agree to the following:

1. Teachers who have their teaching assignments involuntarily changed after the start of the year will be provided a minimum of one (1) day to pack up their class and a minimum of one (1) day to set up a new room.
2. If a teaching assignment is changed from one form of instruction to another (flex), the affected teacher will be provided one week's notice before the change takes effect.

Article 36, Performance Evaluation

B. Observations:

Section 1 - Formal observations consist of a visitation of a class period or a class lesson, meeting or training. The observation(s) should be conducted for an entire class period, lesson, meeting or training, or a minimum of 45 minutes. Probationary teachers will be formally observed a minimum of two (2) times per year. Non-probationary teachers will be formally observed a minimum of one (1) time per year. (2014)

APS and AEA agree to the following:

1. One of the two formal evaluations for Probationary teachers must be conducted in a synchronous learning

environment. The second formal evaluation could be done through use of recording with the teacher's prior consent. The lesson must be current and would still be subject to the same provisions regarding pre observation meetings. The lesson presented must be for a full lesson. It must match the lesson plan provided during the pre-observation meeting, if conducted.

2. Non-Probationary teachers will have their one formal observation conducted in the synchronous learning environment unless the teacher requests and the administrator agrees to the use of a video lesson. The lesson must be current and would still be subject to the same provisions regarding pre observation meetings. The lesson presented must be for a full lesson. It must match the lesson plan provided during the pre-observation meeting, if conducted.
3. All observations shall be subject to the observation timelines, scheduling, feedback and intervals between observations as outlined in article 36 of the master agreement.

Flex Learning

In response to parent and community interest in a continuum of learning modalities during the 2021-22 school year, APS created the Flex learning option. This modality enables families to elect to participate in a virtual learning environment through the student's home school with the intent of returning to the traditional, i.e. in-person learning environment at the end of the quarter. Under this learning model, some teachers will be expected to provide simultaneous instruction to both in-person and virtual learning students.

In recognition of the additional workload and time experience by teacher instructing in this model, APS and AEA agree to the following:

1. Licensed educators responsible for instructing an in-person classroom with students who have elected the "flex option" shall receive additional compensation as follows:
 - a. Any educators who are responsible for providing instruction for one or two students participating virtually shall be compensated \$250 per quarter.
 - b. Any educators who are responsible for providing instruction for three to five students participating virtually shall be compensated \$500 per quarter.
 - c. Any educators who are responsible for providing instruction for six or more students participating virtually shall be compensated \$1000 per quarter.
2. An educator shall receive such compensation as outlined herein so long as they have the requisite number of rostered "flex option" students for at least half of the quarter, which is twenty-two (22) days for the first quarter and nineteen (19) days for the second quarter.
3. All compensation outlined herein shall be paid in the November, 2021 payroll for the first grading quarter of the school year, the January, 2022 payroll for the second grading quarter of the school year, and shall be subject to the same withholdings as the educator's regular salary.

This Memorandum of Understanding shall remain in effect until June 30, 2022.

Date of agreement, **October, 2021** by:

Rico Munn, Superintendent
Aurora Public School District

Linnea Reed-Ellis, President
Aurora Education Association

Approved by:

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