



REQUEST FOR PROPOSAL

**For the
Establishment of
Small Autonomous Pilot Schools
In the Aurora Public School's Attendance Area**

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**For School Years 2015 – 2016
And 2016 – 2017**

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SECTION I

GENERAL OVERVIEW: AURORA PUBLIC SCHOOLS PILOT SCHOOLS

(Note: For specifics on operations of Pilot Schools refer to Article 44 of the Negotiated Agreement between the district and the Aurora Education Association (provided as Appendix A) as well as the Aurora Public Schools Pilot Schools Manual available at the APS website).

In 2007, Aurora Education Association and Aurora Public Schools leadership introduced an innovative approach -- pilot schools -- as a way to increase teacher leadership in Aurora Public Schools (APS). Based on a model developed in the Boston Public School District and more recently in the Los Angeles Unified School District, AEA and district leadership agreed that APS should become a Pilot School district as an effective vehicle for school reform.

Both AEA and the school district administrators believe the innovations in the Pilot School structure are a perfect match for the goals outlined in VISTA 2015 – Aurora Public Schools strategic plan. The Pilot model embodies teacher and community empowerment.

- The purpose of Pilot Schools is to promote educational innovation and increase student success and achievement while offering a choice to teachers and parents.
- The goal of Pilot Schools is simple: provide schools with autonomy and maximum control over their resources in exchange for increased accountability. The anticipated outcome is increased student achievement. Pilot Schools are given more freedom but, in return, their students are expected to attain higher levels of student achievement that exceed district averages when compared to district schools with similar demographics. Pilot Schools are free from many constraints in order to be more innovative, empower teachers and engage the community. Pilot Schools are exempt from most district policies (except those mandated by law or regulation) and are exempt from many teacher contract work rules defined by the negotiated agreement. (Teachers are entitled to the same salary and benefits of other teachers in the district and retain their seniority and transfer rights.) Pilot Schools have collaborative cultures that support staff and administration working together to best meet the needs of students and families of their school.
- Pilot Schools can be at any grade level: elementary, middle or high. The only requirement is that no Pilot School can be larger than 600 students. For larger schools, this means creating separate schools within an existing facility. Each school would have its own staff and budget with different programmatic focus.

By encouraging ownership of the school by staff and families and by engaging the community, the educational and learning environment of Pilot Schools in APS will provide choices for staff and parents. In addition, Pilot Schools can provide models of educational excellence to foster educational reform throughout Aurora Public Schools. By offering increased choice and more options within the district, some parents may not feel compelled to seek outside charters or private schools to meet the needs of their students.

Pilot Schools are part of the larger district but share common features that make them unique. Pilot Schools are expected to promote educational innovation and increase student success and achievement while offering empowerment to staff and parents. Pilot Schools are granted the flexibility to be free from most district policies, such as calendar configuration, schedule, textbook selection, instructional guidelines and district professional learning. Article 44 in the Negotiated Agreement confirms the expectations for teachers working in Pilot Schools. Teachers working in Pilot Schools are not subject to the entire teacher contract except in the basic areas of salary and benefits, district seniority rights, normal rights of transfer as well as provisions and identified Article 44. As a result, teachers (and other staff) choose (elect) to work at any Pilot School. No existing school will be allowed to convert to a Pilot School without support of two-thirds of the licensed staff. Classified staff and parents are also given opportunities to provide support for conversion to a Pilot School.

A Joint Steering Committee (JSC) oversees and supports Pilot Schools and is empowered to make necessary decisions. JSC membership includes: the Aurora Education Association president, the Uniserv Director (or designee), the superintendent (or designee), the Chief of Equity and Learning, three teachers selected by AEA, three administrators selected by School Executives of Aurora, one classified representative selected by the Classified Employee Council and one parent selected by the District Accountability Advisory Committee. The superintendent (or designee), the Chief of Equity and Learning and the AEA president are standing members of the committee.

The Joint Steering Committee monitors the application process, reviews requests and makes recommendations to the Board of Education for final approval for a school to become a Pilot site. The JSC must approve an application by a two-thirds majority. The Joint Steering Committee is responsible for carefully monitoring proposals for projected enrollments. The JSC will expect Pilot Schools to strive for AEA membership levels aligned with district-wide membership averages.

The JSC ensures support and guidance through the entire process leading to requests and approval. Once the JSC approves a school's application, the JSC will coordinate implementation, monitor budget agreements, provide support and serve as a liaison between Pilot Schools and the district. The JSC is involved in the accountability process to monitor the ongoing success of Pilot Schools and conducts an annual walk through at the school. The JSC oversees Pilot Schools to ensure they are preparing students for state mandated tests as well as participating in the school review process to ensure that yearly benchmarks each school has set for increased student

performance are met. In the fall following the third year of implementation, each Pilot School's state scores are expected to exceed district averages when compared to "like schools" – schools with similar demographics. The JSC conducts a School Quality Review to confirm progress and recommend to the Board of Education whether the school should maintain its Pilot School status.

SECTION II

ESSENTIAL FEATURES OF PILOT SCHOOLS

Types of Pilot Schools

There are three types of Pilot Schools:

1. **Conversion schools:** These are existing APS schools, including existing charter schools, which may choose to become Pilot Schools. The interest to convert must be discussed with staff to provide awareness, gauge interest and collect input. Then the school must conduct a confidential written survey of all licensed staff members, including administration, who work 50 percent or more of their assignment at the school. If the survey demonstrates support, a design team will be formed and should be representative of various areas of expertise and experience. Design team members make a commitment of their intent to be on the staff of the Pilot School should it be approved. Then the design team will develop a proposal to present to all staff. APS schools can move forward to request a recommendation for Pilot School status through a two-thirds majority vote of **licensed staff** (teachers and administrators). All licensed staff members who work 50 percent or more of their assignment at the school will be eligible to vote by secret ballot. The proposal must include the *proposed* Annual Election-to-Work Agreement. (Once the Board of Education grants pilot status, the Governing Board of the Pilot School will be responsible for ensuring that every licensed staff member signs a *final* Annual Election-to-Work Agreement.) The school should also seek support for conversion from both the school's accountability committee and classified staff.

At the time of application, the conversion school may not exceed 600 students based on projections for the following year. The design team's proposal will be submitted to the Joint Steering Committee for review. The JSC then issues a recommendation to the design team for revision or to the Board of Education for approval. The JSC is responsible for carefully monitoring proposals for projected enrollments. There are no extra operating funds provided to conversion schools from the district.

2. **New, start-up schools:** New schools may form a design team that includes APS staff to submit a proposal to the Joint Steering Committee. Start-up schools developed through the pilot process must have appropriate, district-approved

facilities and would receive the same allocation for furniture, computers, supplies as any new school within the district and for the first year would receive a district start-up budget based on a per pupil formula. The design team becomes the de-facto Governing Board until the staff is hired and it is reasonable to hold an election for the Governing Board. Therefore, it is imperative that the design team include Aurora Education Association members in order to meet the expectations of membership for governing boards.

The proposal must include the *proposed* Annual Election-to-Work Agreement. (Once the Board of Education grants pilot status, the Governing Board of the Pilot School will be responsible for ensuring that every licensed staff member signs a final Annual Election-to-Work Agreement.) The proposal will be submitted to the Joint Steering Committee for review who issues a recommendation to the Board of Education for approval. The JSC is responsible for carefully monitoring proposals for projected enrollments.

- 3. Conversion of a separate school within the same facility:** If a large school has a significant number of staff interested in becoming a Pilot School, they may be able to convert part of an existing facility to a Pilot School. The interest to convert within the school will be presented to all staff at the school for discussion and input. Then the school must conduct a confidential written survey of *all* licensed staff members, including administration, who work 50 percent or more of their assignment at the school. If the survey demonstrates support, the design team will be formed and should be representative of various areas of expertise and experience. Design team members make a commitment of their intent to be on the staff of the Pilot School should it be approved. Then the design team will develop a proposal to present to all staff. APS schools can move forward to request a recommendation for Pilot School status through a two-thirds majority vote of **licensed staff** (teachers and administrators). All licensed staff members who work 50 percent or more of their assignment at the school will be eligible to vote by secret ballot. The proposal must include the *proposed* Annual Election-to-Work Agreement. The school should also seek support for conversion from both the school's accountability committee and classified staff.

This conversion allows existing schools who do not fit within the small size guidelines of 600 students to create a Pilot School at the site. This would create another school within the same facility. Each school would have its own principal and faculty and budget with different programmatic focus. There could be two or more distinct schools sharing a facility and each school would be assigned its own school code by CDE. There are no extra operating funds provided to conversion schools from the district. The design team becomes the de-facto governing board until the staff is hired and it is reasonable to hold an election for the governing board. Therefore, it is imperative that the design team include Aurora Education Association members in order to meet the expectations of membership for governing boards.

Pilot Schools are driven by a common vision and a set of defining essential features. Each school must have a unifying vision and mission that is reflected in all school practices and structures, including curriculum, policies, schedule, professional learning and family engagement.

The following four essential features must be in place to ensure success, or **SAGE**: **S**mall Size, **A**ccountability, **G**overning Autonomy and **E**quity.

1. Small Size

Small size is a key feature of Pilot Schools. Pilot Schools make the commitment not to exceed 600 students (or fewer, depending upon the program capacity of the school) in order to foster a nurturing environment where staff can meet the learning needs of every student. The schools must have a unifying vision with a clear mission and hold themselves accountable for success. There should be a personalized learning environment for students. The goal is to ensure low student-to-classroom teacher ratios that take into account the actual teacher load. There should be staff collaboration in planning and a collaborative culture that includes staff, families, community and students (when age appropriate).

2. Accountability

In exchange for increased autonomy, Pilot Schools are held to higher levels of accountability. In addition to ongoing assessments, every three years each Pilot School must undertake a School Quality Review process based on a set of common benchmarks for a high-performing school. The accountability requires both internal and external reviews. Pilot Schools are expected to exceed district averages on state tests when compared to like schools with similar demographics and show continued improvement in areas of attendance, reduction in mobility, fewer discipline concerns, and (for high school) increase in graduation rates as well as an increase in college enrollment or post-secondary career training.

A Joint Steering Committee (JSC) oversees and supports Pilot Schools. JSC membership would include: the Aurora Education Association president, the UniServ director, the superintendent (or designee), a district-level representative from the Division of Instruction, three teachers selected by AEA, three administrators selected by School Executives of Aurora and one classified representative selected by the Classified Employee Council. Liaisons may be requested to join on an as-needed basis to provide relevant expertise.

The JSC is responsible for monitoring the application process, reviewing requests and making recommendations to the Board of Education for final approval for a school to become a pilot site as well as revoke pilot status. The JSC monitors budget agreements and provides support and serves as a liaison between Pilot Schools and the district. The JSC ensures Pilot Schools are meeting the yearly benchmarks each school has set for increased student performance and is involved

in the accountability as part of the School Quality Review in the fall following three full school years of implementation. The JSC oversees any policy waiver requests following initial Board of Education approval of Pilot status.

3. Governing Autonomy

Schools must have maximum control over key areas if they are to create innovative education programs but, in return, must accept increased accountability. Expected results include higher levels of student engagement and academic performance that exceed district averages. All Pilot Schools are granted autonomy for staffing, budget, curriculum and assessment, professional learning, governance and schedule for students and staff. Each of these autonomous areas is interrelated, is critical to the success of Pilot Schools and must be considered as a whole. Pilot Schools utilize shared decision making. Although they must follow state and federal laws, they have the ability to be flexible about how staff is employed and how the daily and yearly calendar and schedule for students and staff are constructed. The schools are expected to follow the required minimum number of teacher contract and student contact time but may organize those days to fit their vision and mission. If staff works more than the number of days set by the district, they do so as outlined in the Annual Election-to-Work Agreement.

4. Equity

Pilot Schools should reflect similar demographics as the neighborhoods they serve. Neighborhood Pilot Schools will enroll all students within their boundaries. When considering open enrollments effort must be made to enroll students who are representative of the district as a whole. This includes race/ethnicity, free or reduced lunch eligibility, mainstream special education and English language proficiency. Pilot Schools must be committed to ensuring success for all students with a vision and mission that expresses a focus on equity. Pilot Schools may not screen based on student achievement.

Pilot Schools Conditions of Autonomy

Pilot Schools have certain autonomy from Aurora Public Schools' policies and from Aurora Education Association contract provisions. The goal of these autonomies is to enable Pilot Schools to become models of educational excellence that will help to foster widespread educational reform throughout all of the Aurora Public Schools.

(1) Governance: Each school must have a Governing Board that is a representative body and has responsibility for hiring and evaluating the principal (with final approval by the superintendent). The Governing Board approves the annual budget and oversees the educational and operational policies at the school. Using a shared decision making model and guided by the school's vision and mission, the Governing Board makes decisions relating to class size, schedule, length of school day and school year and the amount and type of required professional development for teachers at the school.

The Governing Board ensures adherence to agreed upon working conditions (within the annual Election-to-Work Agreement) that include time worked and rights and responsibilities of staff. This document is known as the Election-to-Work Agreement (ETWA) because staff must “elect” or choose to work at any Pilot School. Assignments are on a year-to-year basis. The ETWA must be collaboratively developed and must be approved by two thirds of teachers. Teachers at an existing school that converts to a Pilot School may choose to transfer out of the school. Others could be asked to transfer if their jobs are eliminated or converted in order to support the vision and mission of the school. In both cases, teachers maintain at least the same transfer rights as any other teacher in the district. Staff receives the same pay and benefits and accrues seniority, as would any district employee.

(2) Budget: The impact of Pilot School status is expected to be cost neutral on the district. Pilot Schools receive the same funding as other comparable schools within the district but also have access to identified discretionary income for district services which the Pilot Schools may or may not decide to access. Pilot Schools receive their funding as a lump sum based on the per pupil budget in accordance with equivalent budgets at other district schools with similar enrollment and grade span. This budget includes salaries and all other specified discretionary funds. The lump sum can be used as dictated by the school’s vision and mission.

Pilots determine how to allocate funds for staffing and scheduling decisions to realize their vision and mission of improved student learning. Discretionary funds might include district allocations to schools for such things as textbooks, instructional coaches, and professional development. Outside sources of funding from grants, partnerships and foundations should be aggressively pursued to supplement the budget.

(3) Staffing: Pilot Schools have the freedom to hire and release their staff (including the principal) annually in order to ensure a unified school community that supports the vision and mission of the school. Teachers at a Pilot School who are not a match to the vision and mission can be required to transfer. The staffing plan is based on student needs and staff must be hired and retained accordingly. Assignment of staff at Pilot Schools is on a year-to-year basis. There is no job security at the site, but teachers retain seniority and transfer rights within the district. The Election-to-Work Agreement outlines working conditions at the school and must be collaboratively developed and approved by two thirds of teachers who work 50 percent or more of their assignment at the school.

(4) Curriculum and Assessment: Pilot Schools have flexibility to determine the school’s curriculum and assessment practices. They are held accountable for all federal and state-mandated tests. Pilot Schools are expected to prepare students to take these mandated assessments.

Pilot Schools do not have to follow the district curriculum requirements so that they may choose what content to cover and how to cover it. Schools are encouraged to create

more personalized environments, including small class sizes, small teacher loads, and small learning communities. The school will select professional development to reflect the vision and mission of the school. Pilot Schools must demonstrate sustained growth through years one and two and exceed district averages by year three. Should the Pilot School not attain the agreed upon goals, the district will work with the school to transition out of its status as a Pilot School during the fourth year.

(5) Schedule: In order to support school reform and increase student achievement, Pilot Schools must have the right to implement flexible schedules, including different student days than those identified by the district and different calendar constructs for both staff and students. Pilot Schools should organize the schedule to maximize learning time for students and ensure time for staff planning and professional development. They must be in control of their time in order to restructure the day to meet the vision and mission of the school. Pilot Schools are required to meet the Colorado Department of Education accreditation requirements as well as to meet or exceed district expectations for student contact hours.

SECTION III

SEQUENCE FOR BECOMING A PILOT SCHOOL

Guidelines for Submitting Letters of Intent to the Chief of Equity and Learning

1. Persons considering Pilot School status should meet to determine interest and once interest is confirmed, they should prepare a presentation for staff to explain and ensure understanding of the Pilot School structure and process.
2. Conversion schools and separate schools within the same facility must have support from licensed staff to form a design team to develop a proposal for the entire staff.
3. Using a confidential, written survey, all licensed staff that works 50 percent or more of their assignment at the school must be asked whether there is conceptual support to form a design team. The results of the anonymous written survey will ensure there is sufficient support to move forward.
4. Start-up schools must identify that the site being considered for the school complies with appropriate, district-approved facility guidelines and meets all legal requirements for public schools. The design team must include APS staff with appropriate AEA membership for becoming the de facto Governing Board once the proposal is approved.

5. Once the school can demonstrate support for a design team to develop a proposal, the letter of intent should be sent to the Pilot Schools Joint Steering Committee in care of the Deputy Superintendent. The letter of intent must include the following:
 - Type of Pilot School requested (conversion, start-up or separate school within the same facility).
 - Results of the confidential, written survey of staff to determine interest to proceed if a conversion school or separate school within the same facility.
 - Confirmation of who is originating the request.
6. The person(s) who first presented the idea will ensure that a design team is formed that is open to all interested staff and determine final membership that best represents the school. Since this is a voluntary initiative, there is no requirement to pay persons interested in pursuing Pilot School status. Recertification credit may be offered instead of compensation. It is the responsibility of the school to determine if there will be compensation for the design team work. If members are paid, the school whose budget is affected may limit the number of representatives on the design team.
7. Once the design team completes the proposal, including the proposed Annual Election-to-Work Agreement, the proposal must be voted on using a secret ballot by all licensed staff, including administrators, who work 50 percent or more of their assignment at the school. The Aurora Education Association representative at the school must conduct the secret ballot vote. The vote on the proposal and the Annual Election-to-Work Agreement must pass by a two-thirds majority in order to submit the proposal to the Joint Steering Committee (JSC). Although not part of the vote, classified staff and the school accountability committee should have an opportunity for input prior to submitting the proposal. New, start-up schools do not have a constituency to present to for a vote, but the proposal must contain a proposed Annual Election-to-Work Agreement. (Once Pilot School status is granted to any type of Pilot School, the final Annual Election-to-Work Agreement must be voted on by the licensed teaching staff that will work at the Pilot School and must pass by two-thirds and be voted on annually.) Staff at new start-up schools would accept the initial Annual Election-to-Work Agreement as submitted in the RFP as a condition of hire upon acceptance of a job offer.
8. Once, the written proposal is submitted to the Joint Steering Committee, a discussion on the proposal is scheduled with the JSC and the design team as an opportunity for questions and clarifications. In addition to the proposal, the design team must submit a PowerPoint that summarizes the proposal. The Joint Steering Committee reviews the final proposal and: (a) forwards to Board of Education for approval, or (b) returns to the design team with feedback and recommendations for re-submitting at another date for another review and vote. The JSC must approve an application by a two-thirds majority.

9. The Board of Education makes the final decision on allowing the school to become a Pilot School.

SECTION IV

SUPPORT PROVIDED TO PILOT SCHOOLS

From the Aurora Public Schools:

- A lump-sum per pupil budget
- Discretionary services as requested or purchased
- All services not identified as discretionary services
- Encouragement and support as requested to succeed

From the Aurora Education Association:

- Continued representation of teachers within the district
- Agreement to waive specified contract provisions as identified in Article 44 of the Master Agreement
- Involvement and guidance as requested

What the Aurora Public Schools, the Aurora Education Association and the Aurora Community Will Expect of You:

- Increased accountability
- Evidence of improved student achievement and engagement
- High quality teaching and learning environments
- A belief that every student can attend college
- Increased parent and community engagement

SECTION V

PILOT SCHOOL APPLICATION

The Aurora Public Schools (APS) requests proposals for the creation of Pilot Schools in accordance with the conditions for becoming a Pilot School as stipulated in the APS Pilot Schools Request for Proposals and the APS Pilot Schools Manual. ***The proposals must be organized in the following format and be accompanied by a Power Point presentation that will be presented to the Pilot Schools Joint Steering Committee as part of the recommendation process. All sections must be completed or explanations provided for not responding.***

1. Overview of the Pilot School
 - A. Name of the school

- B. Type of Pilot School (conversion, start-up or conversion to a separate school within the same facility)
- C. Location
- D. Narrative describing how the autonomies granted to Pilot Schools will make this school unique
- E. Narrative describing a typical student day

2. Design Team Profile and Planning Process

- A. Identify who is on the Design Team to establish this Pilot School
- B. Confirm timeline and feasibility of opening by the target date
- C. Provide written information that confirms date and outcome of meeting with Chief of Support Services to determine estimated facility costs related to becoming a Pilot School

3. School Vision

- A. Statements of the vision and mission
- B. Narrative of the school's core values and principles

4. Key Characteristics

- A. Describe the programmatic scope of school and, if applicable, community interest and participation in establishing this Pilot School. (From community, provide letters of support.)
- B. Explain how the school will be organized and structured
- C. The school calendar and daily schedule for both staff and students
- D. The proposed class sizes and teacher-student loads

5. Pilot School Governance Structure

- A. How the governance structure will support the goals and objectives of the plan
- B. Governing Board membership and responsibilities
- C. Matrix for the structures that will be in place to make decisions with identification of who is responsible for which decisions
- D. Description of process for staff input into decisions

6. Budget

- A. Proposed budget
- B. Strategies for additional fundraising

7. Curriculum and Instruction

- A. The school's instructional core practices and what teaching will look like
- B. Specific strategies for addressing the needs of diverse learners including ELA, Gifted and Talented, special needs, etc.
- C. Examples of possible framework/structures for curriculum

8. Student Assessment

- A. Explain what formative and summative measures you will use to determine student progress and instructional needs
- B. Describe how you will prepare your students for all state mandated tests
- C. For high schools, describe the proposed graduation requirements (they must meet or exceed district requirements)

9. Leadership and Staff Selection

- A. Describe the proposed staffing plan for the school
- B. Explain the proposed leadership structure
- C. Identify the expectations for leadership and staff
- D. Describe the evaluation process for teachers and leadership if different from APS (evaluation must follow district's but can exceed)

10. Annual Election-to-Work Agreement

- A. Complete the template for the Annual Election-to-Work Agreement attached to this application. The agreement must contain the terms of employment including the work day and work year, school schedule and identification of supplemental hours and tasks necessary to complete the mission of the school.
- B. Outline job responsibilities in the Agreement
- C. Identify a dispute resolution process (or the process outlined in the Memorandum of Understanding).

11. Professional Learning and Support

- A. Explain the goals and process for developing the professional culture of the school
- B. Describe the proposed plan for providing staff with professional learning and an outline for how professional learning will occur (specifics for time and schedule must be in the Annual Election-to-Work Agreement)

12. Student Support

- A. Describe both the academic and affective supports that will be provided to students
- B. Identify any extra and/or co-curricular activities that will be provided to students
- C. Describe how students will be engaged in character development, diversity appreciation and conflict resolution

13. Family and Community Engagement

- A. Explain how families will be involved in their children's education
- B. Describe the proposed community engagement plan
- C. Outline anticipated community partnerships at the school

14. Safe and Secure Campus

- A. Describe how safety and security will be ensured for staff and students

SECTION VI

APPLICATION GUIDELINES

Schools must identify which type of Pilot School is being requested: (1) conversion schools; (2) new, start-up schools; or (3) conversion of a separate school within the same facility. (See descriptions of each in overview.)

Students Enrolled at Pilot School

Neighborhood Pilot Schools will enroll all students within their boundaries. At the time of application, the conversion school may not exceed 500 students based on projections for the following year.

Eligible Design Team Members

Design Teams must include members who are part of the educators, parents, students and or community representatives within the attendance area for the requested Pilot School. They may also include individuals and organizations outside of Aurora Public Schools.

Compliance with State and Federal Laws

Every approved Pilot School must comply with all federal and state laws and regulations and court orders. Their operating agreement must acknowledge Aurora Public Schools responsibilities to ensure quality of education offered, protect the rights and interests of students and staff, and oversee the expenditure of public funds.

Accreditation

Approved Pilot Schools must maintain accreditation status as required by the Colorado Department of Education within state statute.

Revocation of Pilot School Status

The Aurora Public Schools retains the right to close a Pilot School at any time if the Board of Education determines that the Pilot School is not fulfilling agreed upon obligations outlined in the application. This includes but is not limited to failure to increase student achievement, malfeasance, fiscal irregularities or violation of state or federal laws or as recommended by the Joint Steering Committee.

SECTION VII

APPLICATION, SELECTION PROCESS AND TIMELINE

There are two opportunities to submit proposals for opening a Pilot School for 2015-16 school year.

The first time line is (no later than the dates indicated without permission):

- April 15, 2014 Letter of Intent Due to Chief of Equity and Learning
- September 19, 2014 Proposal due to JSC via Chief of Equity and Learning
- October 6, 2014 Review by Joint Steering Committee
- November 4, 2014 Action by Board of Education

The second time line is (no later than the dates indicated without permission):

- September 22, 2014 Letter of Intent Due to Chief of Equity and Learning
- January 16, 2015 Proposal Due to JSC via Chief of Equity and Learning
- February 9, 2015 Review by Joint Steering Committee
- March 3, 2015 Action by Board of Education

There are two opportunities to submit proposals for opening a Pilot School for 2016-17 school year.

The first time line is (no later than the dates indicated without permission):

- April 15, 2015 Letter of Intent Due
- September 18, 2015 Proposal due to JSC via Chief of Equity and Learning
- October 5, 2015 Review by Joint Steering Committee
- November 5, 2015 Action by Board of Education

The second time line is (no later than the dates indicated without permission):

- September 21, 2015 Letter of Intent Due to Chief of Equity and Learning
- December 19, 2015 Proposal Due to JSC via Chief of Equity and Learning
- January 11, 2016 Review by Joint Steering Committee
- February 18, 2016 Action by Board of Education

Completed RFPs will be reviewed by the Joint Steering Committee which must have a two-thirds affirmative vote to recommend to the Board of Education for approval. No Pilot School can be established without the recommendation of the JSC and action by the Aurora Public Schools Board of Education.

Send Letter of Intent and the completed application to Chief of Equity and Learning – Aurora Public Schools.



ARTICLE 44 Pilot Schools

The Aurora Education Association and the 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 eight Pilot Schools by 2017 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 Schools 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 fulfill 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 2, 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. In addition, "Good cause" must also be established as it relates to the functioning of a Pilot School, including, but not limited to, not aligning with the school's vision and mission or not supporting the work and/or purpose of Pilot School operations.

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 2 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 apply, unless waived by the Joint Steering Committee and approved by the Board of Education, and shall likewise be exempt from the provisions of the Master Agreement specified below. A non-probationary teacher may not be dismissed 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 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 1–Definitions; Article 2–Recognition; Article 3–Negotiations Procedures; Article 4 –No Strikes; Article 5–Board Rights; Article 6–District Policies; Article 7–Teacher Rights; Article 8–Association Privileges; Article 9–Dues Deductions; Article 10–Association President & Leave Days)
- ✓ Article 12 - Educational Advances
- ✓ Articles 19 through 34
(Article 19–Reduction in Force; Article 20–Conference Release Time; Article 21–Visitation Release Time; Article 22–Leaves of Absence; General; Article 23–Paid Leave; Article 24–Health Leave Bank; Article 25–Parental Leave; Article 26–Bereavement Leave; Article 27–Workers’ Compensation Leave; Article 28–Jury Duty & Witness Leave; Article 29–Professional Leave; Article 30–Military Leave; Article 31–Appointive & Elective Office Leave; Article 32–Leave Without Pay; Article 33–Special Leave; Article 34–Medical Examinations)
- ✓ Articles 36 through 38
(Article 36–Employee Personnel Files; Article 37–Discipline; Article 38–Teacher Protection)
- ✓ Articles 42 & 43
(Article 42–Admission to School Activities; Article 43–Grievance Procedures)
- ✓ Articles 46 through 48
(Article 46–Savings; Article 47–Entire Agreement; Article 48–Term of Agreement)

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 & Teaching Hours, only section 6 will apply.
- ✓ Article 14 – Teaching Assignments, only section 1 will apply.
- ✓ Article 15 – Teaching & Learning Conditions, only Section F. Miscellaneous, number 1 will apply.
- ✓ Article 16 – Department Chairpersons, only sections 1 and 3 will apply.
- ✓ Article 18 – Teacher Transfers
- ✓ 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 – Instructional Advisory Meetings
 - ✓ Article 40 & 41 - Building Council/Leadership Teams
 - ✓ Article 45 - 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 2 annually thereafter. All employees are required to sign this document as a condition of working or continuing to work at the Pilot School and once signed, these documents must be submitted to Human Resources. 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
- f. The Internal Appeals Process as outlined in Section J, item 7, or the alternate agreed upon Internal Appeal Process.

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.

2. 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.
3. 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].
4. 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 15 of the current 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 2 the previous year's Election to Work Agreement shall remain in place.
5. 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

Each Pilot School shall be governed by a Governing Board, consisting of a minimum of 10 members, the composition of which shall be as follows. Preferably, the governing board will have a minimum of 10 members, representing the 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 three parents selected by parents, and,
- At least one non-parent community members selected by the Governing Board.
- If the Governing Board grows beyond 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, certify adherence to a shared decision making process for the annual Election-to-Work Agreement and other significant decisions of the school, 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 principal or administrator license). However, the Governing Board shall collaborate with the principal's supervisor to align goals and 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).
- The Superintendent (or designee).
- A district-level representative from the Division of Equity and Learning.
- 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 Employee 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
 - 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

Each Pilot School has three years to meet or exceed the academic achievement of schools within the district with similar student demographics, as identified by their “like-school” group. The School Quality Review will take place in the fall following three full years of operation as a Pilot School as outlined in the Pilot Schools Manual. Pilot Schools can receive extensions of achievement timelines upon recommendation from the Joint Steering Committee and approval by the Board of Education.

ELECTION-TO-WORK AGREEMENT (ETWA) TEMPLATE
SAMPLE

ANNUAL ELECTION-TO-WORK AGREEMENT
Insert School year

NAME OF SCHOOL _____

NAME OF EMPLOYEE (Please print) _____

EMPLOYEE IDENTIFICATION NUMBER _____

When hired, and annually thereafter, each Pilot School licensed 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 Master Agreement, it is essential that each school clearly outline the working conditions, terms and expectations for employment. *The Master Agreement is in effect except for those areas specifically stipulated in Article 44 of the Master Agreement.*

The teacher vote on the Annual 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: Insert school year

(1) Introduction

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 Article 44 (attached).

I, FIRST AND LAST NAME, am voluntarily electing to work at NAME OF 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.

NAME OF SCHOOL operates under the Pilot Schools guidelines described in the AEA-APS Master Agreement, Article 44 and the Pilot School Manual (updated annually). Teachers of Pilot Schools are to receive wages and all benefits as they would at any other Aurora Public School, as specified in as specified in Article 11 and Articles 24-33. Other terms and conditions of employment will be determined by NAME OF PILOT SCHOOL and the NAME OF 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

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 Article 11 and Articles 24-33. Teachers at NAME OF 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 (*work year is inclusive of all duties that occur prior to students' school day and year, during the school day and year and following the students' school day and year*):

:

(3) Terms of employment

- **Work Day and Work Year:**
(Attach school schedule and calendar)

(4) Responsibilities

- **Outline of job responsibilities:**

(4) Performance Evaluation

The principal will evaluate staff using the district-approved process for regular or alternative evaluations.

(5) Dispute resolution

The school's dispute resolution process will follow the process outlined below from the Master Agreement, Article 44:

Internal Appeals Process

- Every Pilot School employee shall receive a written copy of the IAP.

- 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.
- This IAP shall be used at Pilot Schools only under the circumstances stated in section above. A "complaint" for purposes of this IAP is defined as set forth 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 above.

(6) Transfers

The following language must be included:

If a position at NAME OF 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 Article 44 will be followed.

(7) Termination

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

(8) Signatures

By signing this document, I acknowledge that I have read all the provisions of this Annual Election-to-Work Agreement and that I agree to all its terms.

Employee Signature

Date

Principal Signature

Date

Please send a copy of the completed document to the Chief of Personnel in Human Resources

Application Checklist

Use this checklist to ensure that your Pilot School's application is complete and submitted with all required documents:

Application Organization	Included	Not Included
Overview of the Pilot Schools		
Design Team Profile and Planning Process		
School's Vision		
Key Characteristics		
Pilot School Governance Structure		
Budget		
Curriculum and Instruction		
Student Assessment		
Leadership and Staff Selection		
Annual Election-to-Work Agreement		
Professional Learning and Support		
Student Support		
Family and Community Engagement		
Safe and Secure Campus		