

# APS/ATF Agreements for Ratification 2015-2016

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## **PROFESSIONAL DEVELOPMENT DAYS AND TEACHER PREPARATION DAY**

For the 2015/16 School Year, the parties agree to a continuation of district-wide and site-based professional development and teacher preparation.

Note: Schools are free to interchange the focus of each of the days listed below based on consensus achieved through the site's instructional council. Please keep in mind that PD for specialized role groups will be on July 21<sup>st</sup> and August 11<sup>th</sup>.

### **First Semester**

#### **Alternative Calendar**

Friday, July 17 <sup>th</sup>	Registration/Orientation
Monday, July 20 <sup>th</sup>	Registration/Orientation
Tuesday, July 21 <sup>st</sup>	District Defined Professional Development
Wednesday, July 22 <sup>nd</sup>	Teacher Preparation day
Thursday, July 23 <sup>rd</sup>	First day of classes for Students

Stepping Stones will be the PD focus for Elementary Schools on July 21<sup>st</sup>. Schools are scheduled for a specific day/time with grade levels from cluster schools coming together at scheduled sites for their PD sessions.

#### **Traditional Calendar**

Friday, August 7 <sup>th</sup>	Registration/Orientation
Monday, August 10 <sup>th</sup>	Registration/Orientation/ District Defined Professional Development
Tuesday, August 11 <sup>th</sup>	Registration/Orientation/ District Defined Professional Development
Wednesday, August 12 <sup>th</sup>	Teacher Preparation day
Thursday, August 13 <sup>th</sup>	First day of classes for Students

Elementary Schools: Stepping Stones will be the PD focus on either August 10<sup>th</sup> or 11<sup>th</sup>. Schools are scheduled for a specific day/time with grade levels from cluster schools coming together at scheduled sites for their PD sessions.

Middle Schools: August 11

The focus will be on instructional support needs and the Common Core. PD topic for math teachers will be CMP3. Materials will be distributed from the district to school sites.

High Schools: August 11

The focus will be on instructional support needs and the Common Core. Materials will be distributed from the district to school sites.

Separate Role Group PD will be provided on August 11<sup>th</sup> (July 21<sup>st</sup> for alternative calendars)

- Audiologists
- School Psychologists
- Librarians
- Nurses
- PE Teachers
- Fine Arts Teachers (all levels)
- Access Teachers
- SLPs
- OTs and PTs,
- Pre-School Special Ed Teachers
- APE Teachers

- Autism Specific Teachers
- Social Workers
- Transition Specialists
- IEP Specialists
- ED teachers
- ISP teachers
- FSP teachers

**Second Semester Traditional Calendar and Alternative Calendar**

Monday, January 4 <sup>th</sup>	2/3 of day spent on site-based PD 1/3 of day for teacher preparation
Tuesday, February 16 <sup>th</sup>	Site defined Development Day (formerly known as the 184th Day)

**Please Note:**

- The date for the Counselor PD is to be determined
- All High School Sites will split their time according to the following:
  - Tuesday, August 11<sup>th</sup> District defined PD for half the day and Site defined PD for the other half.
  - Tuesday, February 16<sup>th</sup> District defined PD for half the day and Site defined PD for the other half.

**Appendix A.1**  
**2015-2016 Salary Matrix AT-1**  
**Licensure Level 1 Teachers and Librarians**  
**And**  
**Career Pathway Level 1**  
**Counselors, Nurses, Social Workers and Interpreters**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
1	\$34,000	\$34,131	\$34,266	\$34,403	\$34,540	\$34,842	\$34,867
2	\$34,001	\$34,136	\$34,271	\$34,408	\$34,545	\$34,847	\$34,872
3	\$34,002	\$34,141	\$34,276	\$34,413	\$34,550	\$34,852	\$34,877
4	\$34,003	\$34,146	\$34,281	\$34,418	\$34,555	\$34,857	\$34,882
5	\$34,004	\$34,151	\$34,286	\$34,423	\$34,560	\$34,862	\$34,887
6	\$34,005	\$34,155	\$34,291	\$34,428	\$34,565	\$34,867	\$34,892
7	\$34,006	\$34,160	\$34,296	\$34,433	\$34,570	\$34,892	\$34,897
8	\$34,007	\$34,165	\$34,301	\$34,438	\$34,575	\$34,897	\$34,902
9	\$34,541	\$34,647	\$34,754	\$34,754	\$34,967	\$35,180	\$35,394
10	\$35,074	\$35,286	\$35,501	\$35,501	\$35,714	\$36,207	\$36,274
11	\$35,075	\$35,288	\$35,501	\$35,501	\$35,715	\$36,208	\$36,275
12	\$35,076	\$35,289	\$35,503	\$35,503	\$35,716	\$36,209	\$36,276
13	\$35,287	\$35,607	\$35,820	\$35,820	\$36,033	\$36,210	\$36,277
14	\$35,587	\$35,910	\$36,125	\$36,125	\$36,340	\$36,524	\$36,601
15	\$35,889	\$36,214	\$36,432	\$36,432	\$36,649	\$36,845	\$36,930
16	\$36,194	\$36,522	\$36,742	\$36,742	\$36,960	\$37,166	\$37,263
17	\$36,502	\$36,832	\$36,055	\$36,055	\$36,276	\$37,492	\$37,603
18	\$36,850	\$37,011	\$37,176	\$37,176	\$37,337	\$37,885	\$39,105
19	\$37,642	\$38,174	\$38,345	\$38,345	\$38,518	\$40,160	\$41,453
20	\$38,394	\$38,935	\$39,110	\$39,110	\$39,468	\$41,887	\$43,179
21	\$38,577	\$39,110	\$39,290	\$39,290	\$40,258	\$42,722	\$44,045
22	\$38,762	\$39,290	\$39,466	\$39,466	\$40,768	\$43,297	\$44,612
23	\$38,936	\$39,466	\$39,722	\$39,722	\$41,587	\$44,165	\$45,504
24	\$39,110	\$39,641	\$40,279	\$40,279	\$42,145	\$44,725	\$46,066
25	\$39,290	\$39,814	\$40,621	\$40,621	\$42,412	\$44,990	\$46,331
26	\$39,466	\$40,041	\$41,436	\$41,436	\$43,238	\$45,813	\$47,214
27	\$39,641	\$40,328	\$41,700	\$41,700	\$43,501	\$46,075	\$47,482
28	\$40,041	\$41,172	\$42,522	\$42,522	\$44,327	\$46,903	\$48,307
29	\$40,810	\$41,880	\$43,179	\$43,179	\$45,012	\$47,537	\$48,915
30	\$41,878	\$42,944	\$44,313	\$44,313	\$46,078	\$48,601	\$49,981
31	\$42,944	\$44,014	\$45,380	\$45,380	\$47,144	\$49,670	\$51,049
32	\$44,015	\$45,082	\$46,449	\$46,449	\$48,189	\$50,739	\$52,117
33	\$45,083	\$46,149	\$47,517	\$47,517	\$49,281	\$51,816	\$53,186
34	\$46,149	\$47,215	\$48,584	\$48,584	\$50,351	\$52,876	\$54,254
35	\$49,357	\$48,283	\$49,651	\$49,651	\$51,419	\$53,942	\$55,338
36	\$50,453	\$49,356	\$50,718	\$50,718	\$52,485	\$55,024	\$56,428
37	\$50,453	\$50,424	\$51,787	\$51,787	\$53,554	\$56,112	\$57,516
38	\$50,453	\$51,492	\$52,856	\$52,856	\$54,625	\$57,201	\$58,605

**Appendix A.2**  
**2015-2016 Salary Matrix AT-2**  
**Licensure Level 2 Teachers and Librarians**  
**And**  
**Career Pathway Level 2**  
**Counselors, Nurses, Social Workers and Interpreters**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
1	\$42,000	\$42,300	\$42,600	\$42,600	\$42,800	\$43,157	\$43,466
2	\$42,001	\$42,600	\$42,900	\$42,900	\$43,128	\$43,328	\$43,467
3	\$42,002	\$42,900	\$43,200	\$43,200	\$43,548	\$43,728	\$43,901
4	\$42,003	\$42,901	\$43,300	\$43,300	\$43,781	\$43,981	\$44,141
5	\$42,004	\$42,902	\$43,305	\$43,305	\$43,782	\$43,982	\$44,142
6	\$42,005	\$42,903	\$42,310	\$43,310	\$43,783	\$43,983	\$44,143
7	\$42,006	\$42,904	\$43,315	\$43,315	\$43,784	\$43,984	\$44,144
8	\$42,007	\$42,905	\$43,316	\$43,316	\$43,786	\$43,986	\$44,145
9	\$42,008	\$42,906	\$43,317	\$43,317	\$43,787	\$43,987	\$44,146
10	\$42,009	\$42,907	\$43,318	\$43,318	\$43,788	\$43,988	\$44,147
11	\$42,678	\$42,999	\$43,319	\$43,319	\$43,789	\$44,706	\$45,026
12	\$43,103	\$43,316	\$43,635	\$43,635	\$44,169	\$45,129	\$45,983
13	\$43,104	\$43,317	\$43,636	\$43,636	\$44,170	\$45,130	\$46,150
14	\$43,105	\$43,318	\$44,169	\$44,169	\$44,724	\$45,131	\$46,151
15	\$43,106	\$43,850	\$44,170	\$44,170	\$44,725	\$45,663	\$46,586
16	\$43,107	\$43,851	\$44,916	\$44,916	\$45,492	\$46,036	\$46,826
17	\$43,108	\$44,382	\$44,917	\$44,917	\$45,493	\$46,037	\$46,827
18	\$43,109	\$44,383	\$44,918	\$44,918	\$45,494	\$46,038	\$46,828
19	\$43,110	\$44,384	\$44,919	\$44,919	\$46,602	\$48,509	\$49,342
20	\$43,111	\$44,385	\$46,602	\$46,602	\$46,938	\$48,510	\$49,546
21	\$43,635	\$44,386	\$46,603	\$46,603	\$46,939	\$49,339	\$49,547
22	\$45,370	\$46,042	\$46,604	\$46,604	\$49,077	\$49,340	\$50,397
23	\$45,372	\$46,043	\$46,605	\$46,605	\$49,078	\$49,341	\$51,406
24	\$45,373	\$46,044	\$46,606	\$46,606	\$49,079	\$50,534	\$52,070
25	\$45,374	\$46,045	\$47,968	\$47,968	\$49,080	\$51,548	\$53,110
26	\$45,375	\$46,046	\$47,969	\$47,969	\$49,081	\$52,201	\$53,765
27	\$45,376	\$48,886	\$48,970	\$48,970	\$49,082	\$52,510	\$54,075
28	\$46,240	\$48,887	\$48,971	\$48,971	\$49,183	\$53,470	\$55,107
29	\$48,882	\$48,888	\$48,972	\$48,972	\$49,363	\$53,776	\$55,420
30	\$48,883	\$48,889	\$49,631	\$49,631	\$51,737	\$54,744	\$56,381
31	\$48,885	\$48,891	\$50,397	\$50,397	\$52,534	\$55,482	\$57,092
32	\$48,886	\$49,658	\$50,784	\$50,784	\$53,780	\$56,727	\$58,336
33	\$49,658	\$50,897	\$52,965	\$52,965	\$55,025	\$57,973	\$59,582
34	\$51,042	\$52,132	\$54,214	\$54,214	\$56,244	\$59,220	\$60,828
35	\$52,132	\$53,363	\$55,458	\$55,458	\$57,519	\$60,479	\$62,079
36	\$53,364	\$54,599	\$56,706	\$56,706	\$58,767	\$61,715	\$63,323
37	\$57,074	\$57,286	\$57,949	\$57,949	\$60,014	\$62,958	\$64,588
38	\$58,340	\$58,526	\$59,196	\$59,196	\$61,258	\$64,222	\$65,860
39	\$58,341	\$59,325	\$60,444	\$60,444	\$62,505	\$65,491	\$67,130
40	\$58,342	\$61,091	\$61,690	\$61,690	\$63,757	\$66,763	\$68,401
41	\$58,343	\$61,377	\$62,863	\$62,863	\$65,027	\$68,032	\$69,675
42	\$58,344	\$62,010	\$64,197	\$64,197	\$66,297	\$69,305	\$70,946
43	\$58,345	\$64,410	\$65,467	\$65,467	\$71,131	\$72,172	\$74,466
44	\$58,346	\$68,215	\$71,917	\$71,917	\$75,363	\$80,809	\$82,604
45	\$58,347	\$68,216	\$71,918	\$71,918	\$75,365	\$80,811	\$82,605

**Appendix A.3**  
**2015-2016 Salary Matrix AT-3**  
**Licensure Level 3 Teachers and Librarians**  
**And**  
**Career Pathway Level 3**  
**Counselors, Nurses, Social Workers and Interpreters**

<b>STEP</b>	<b>MA or NBC</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
1	\$52,000	\$52,226	\$52,723	\$53,220
2	\$52,001	\$52,230	\$53,230	\$53,732
3	\$52,015	\$52,250	\$53,285	\$54,284
4	\$52,300	\$52,536	\$53,536	\$54,575
5	\$52,301	\$52,537	\$53,537	\$54,576
6	\$52,302	\$52,538	\$53,538	\$54,578
7	\$52,303	\$52,539	\$53,539	\$54,579
8	\$52,304	\$52,540	\$53,540	\$54,580
9	\$52,305	\$52,541	\$53,541	\$54,581
10	\$52,306	\$52,542	\$53,542	\$54,582
11	\$52,307	\$52,543	\$53,543	\$54,583
12	\$52,308	\$52,545	\$53,544	\$54,584
13	\$52,309	\$52,546	\$53,545	\$54,585
14	\$53,351	\$53,884	\$54,418	\$54,952
15	\$53,352	\$53,885	\$54,419	\$54,953
16	\$53,353	\$53,886	\$54,420	\$54,954
17	\$53,354	\$53,888	\$54,421	\$54,955
18	\$53,355	\$53,889	\$54,422	\$54,956
19	\$53,356	\$53,890	\$54,423	\$54,957
20	\$53,357	\$53,891	\$54,424	\$54,958
21	\$53,358	\$53,892	\$54,425	\$54,959
22	\$53,359	\$53,893	\$54,426	\$54,960
23	\$53,360	\$53,894	\$54,427	\$54,961
24	\$53,361	\$54,199	\$54,946	\$56,012
25	\$53,362	\$54,200	\$54,947	\$56,013
26	\$53,363	\$54,201	\$54,948	\$56,014
27	\$53,364	\$54,731	\$54,949	\$56,015
28	\$53,365	\$54,732	\$55,478	\$56,546
29	\$53,366	\$54,733	\$55,479	\$56,547
30	\$53,367	\$54,734	\$55,480	\$56,548
31	\$53,368	\$55,799	\$57,079	\$58,679
32	\$53,369	\$55,800	\$57,080	\$58,680
33	\$53,371	\$55,802	\$58,039	\$61,346
34	\$54,214	\$57,079	\$59,747	\$61,348
35	\$55,458	\$57,613	\$60,600	\$64,974
36	\$56,706	\$59,213	\$63,054	\$64,975
37	\$57,949	\$60,173	\$63,055	\$64,976
38	\$59,196	\$61,258	\$64,924	\$67,428
39	\$60,445	\$62,506	\$65,491	\$67,429
40	\$61,690	\$63,756	\$66,763	\$68,401
41	\$62,938	\$65,027	\$68,031	\$69,675

**Appendix A.4**  
**2015-2016 Salary Matrix A-2**  
**Career Pathway**  
**Speech/Language Pathologists, Physical Therapists, Audiologists,**  
**Occupational Therapists and Orientation/Mobility Specialists**

STEP	Level 1		Level 2		Level 3	
	MA	Ph.D.	MA	Ph.D.	MA	Ph.D.
1	\$34,544	\$36,615	\$42,230	\$43,496	\$52,284	\$53,852
2	\$34,545	\$36,616	\$42,231	\$43,497	\$52,285	\$53,853
3	\$34,889	\$36,981	\$42,232	\$43,932	\$52,299	\$54,391
4	\$34,890	\$36,982	\$42,233	\$43,933	\$52,300	\$54,393
5	\$34,891	\$36,983	\$42,234	\$43,934	\$52,301	\$54,394
6	\$34,892	\$36,984	\$42,235	\$43,935	\$52,302	\$54,395
7	\$34,893	\$36,985	\$42,236	\$43,936	\$52,303	\$54,396
8	\$35,781	\$37,873	\$42,237	\$43,937	\$52,304	\$54,397
9	\$38,726	\$40,819	\$42,238	\$43,938	\$52,304	\$54,398
10	\$39,316	\$41,407	\$42,239	\$43,939	\$52,306	\$54,399
11	\$39,561	\$41,652	\$42,913	\$45,006	\$52,307	\$54,400
12	\$40,274	\$42,364	\$42,913	\$45,007	\$52,308	\$54,401
13	\$40,520	\$42,612	\$42,914	\$45,008	\$52,309	\$54,402
14	\$41,250	\$43,342	\$43,682	\$45,776	\$53,645	\$55,736
15	\$41,991	\$44,084	\$44,469	\$46,560	\$53,645	\$55,736
16	\$42,747	\$44,840	\$45,269	\$47,361	\$53,647	\$55,739
17	\$43,519	\$45,610	\$46,084	\$48,176	\$53,648	\$55,740
18	\$44,302	\$46,392	\$46,915	\$49,006	\$53,649	\$55,741
19	\$45,099	\$47,189	\$47,758	\$49,850	\$53,650	\$55,742
20	\$45,912	\$48,003	\$48,618	\$50,711	\$53,652	\$55,744
21	\$46,737	\$48,828	\$49,493	\$51,584	\$53,652	\$55,745
22	\$47,578	\$49,670	\$50,384	\$52,475	\$53,654	\$55,745
23	\$48,433	\$50,527	\$51,290	\$53,382	\$53,654	\$55,747
24	\$49,307	\$51,397	\$52,215	\$54,306	\$53,655	\$55,747
25	\$50,194	\$52,284	\$53,155	\$55,246	\$56,117	\$58,209
26	\$51,099	\$53,189	\$54,112	\$56,203	\$57,873	\$59,965
27	\$52,017	\$54,109	\$55,085	\$57,177	\$59,625	\$61,716
28	\$52,953	\$55,045	\$56,077	\$58,168	\$61,382	\$63,474
29	\$53,906	\$55,999	\$57,085	\$59,179	\$62,607	\$64,699
30	\$54,877	\$56,969	\$58,114	\$60,205	\$62,785	\$64,879
31	\$55,865	\$57,957	\$59,159	\$61,251	\$62,965	\$65,059
32	\$55,865	\$57,957	\$59,159	\$61,251	\$63,143	\$65,235
33	\$55,865	\$57,957	\$59,159	\$61,251	\$63,325	\$65,417
34	\$55,865	\$57,957	\$59,159	\$61,251	\$63,502	\$65,592
35	\$55,865	\$57,957	\$59,159	\$61,251	\$63,679	\$65,770
36	\$55,865	\$57,957	\$59,159	\$61,251	\$64,217	\$66,309
37	\$55,865	\$57,957	\$59,159	\$61,251	\$65,272	\$67,363
38	\$55,865	\$57,957	\$59,159	\$61,251	\$66,537	\$68,628
39	\$55,865	\$57,957	\$59,159	\$61,251	\$67,686	\$69,777

**Appendix A.5**  
**2015-2016**  
**Salary Matrix A-3**  
**Educational Diagnosticians and Transition Specialists**

<b>STEP</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
1	\$48,410	\$51,500	\$54,590	\$57,680
2	\$48,411	\$51,501	\$54,591	\$57,681
3	\$48,894	\$52,015	\$55,136	\$58,257
4	\$48,895	\$52,016	\$55,137	\$58,258
5	\$48,896	\$52,017	\$55,138	\$58,259
6	\$48,897	\$52,018	\$55,139	\$58,260
7	\$48,898	\$52,019	\$55,140	\$58,261
8	\$49,872	\$53,054	\$56,239	\$59,421
9	\$51,464	\$54,646	\$57,830	\$61,014
10	\$53,054	\$54,647	\$57,831	\$61,015
11	\$53,055	\$56,239	\$59,421	\$62,605
12	\$53,056	\$56,240	\$59,422	\$62,606
13	\$53,057	\$56,241	\$59,423	\$62,607
14	\$53,058	\$56,242	\$59,424	\$62,608
15	\$53,059	\$56,243	\$59,425	\$62,609
16	\$53,061	\$56,244	\$59,426	\$62,610
17	\$54,115	\$57,300	\$60,482	\$63,665
18	\$54,116	\$57,301	\$60,483	\$63,666
19	\$57,300	\$60,482	\$63,665	\$66,850
20	\$57,301	\$60,483	\$63,666	\$66,851
21	\$60,482	\$63,665	\$66,850	\$70,032
22	\$60,483	\$63,666	\$66,851	\$70,033
23	\$63,665	\$66,850	\$70,032	\$73,216
24	\$63,666	\$66,851	\$70,033	\$73,217
25	\$66,850	\$70,032	\$73,216	\$76,399
26	\$71,093	\$74,277	\$77,461	\$80,643
27	\$71,094	\$74,278	\$77,462	\$80,644
28	\$71,095	\$74,280	\$77,463	\$80,645
29	\$71,096	\$74,281	\$77,464	\$80,646
30	\$71,097	\$74,282	\$77,465	\$80,647
31	\$71,098	\$74,283	\$77,465	\$80,648
32	\$71,099	\$74,284	\$77,466	\$80,649
33	\$71,100	\$74,285	\$77,467	\$80,650
34	\$71,101	\$74,286	\$77,468	\$80,651
35	\$71,101	\$74,286	\$77,468	\$80,651

**Appendix A.6**  
**2015-2016 Salary Matrix A-4**  
**Licensed School Psychologists**

<b>STEP</b>	<b>LSP</b>	<b>Ph.D.;Psy.D.; Ed.D.</b>
1	\$52,530	\$55,620
2	\$52,531	\$55,621
3	\$53,055	\$56,176
4	\$53,056	\$56,177
5	\$53,057	\$56,178
6	\$53,058	\$56,179
7	\$53,059	\$56,180
8	\$54,115	\$57,300
9	\$57,300	\$60,482
10	\$57,301	\$60,483
11	\$57,302	\$60,484
12	\$57,303	\$60,485
13	\$60,482	\$63,665
14	\$60,483	\$63,666
15	\$60,484	\$63,667
16	\$63,665	\$66,850
17	\$63,666	\$66,851
18	\$66,850	\$70,032
19	\$66,851	\$70,033
20	\$70,032	\$73,216
21	\$70,033	\$73,217
22	\$73,216	\$76,399
23	\$73,217	\$76,400
24	\$76,399	\$79,583
25	\$76,400	\$79,584
26	\$80,643	\$83,827
27	\$80,644	\$83,828
28	\$80,645	\$83,829
29	\$80,646	\$83,830
30	\$80,647	\$83,832
31	\$80,648	\$83,833
32	\$80,649	\$83,834
33	\$80,650	\$83,835
34	\$80,651	\$83,836
35	\$80,652	\$83,837
36	\$80,653	\$83,838
37	\$80,654	\$83,839



**2015-2016  
CLASS SIZE REQUIREMENTS**

**CONTINUATION OF WAIVER ON CLASS SIZE REQUIREMENTS FOR SY 2015-2016**

Due to ongoing budgetary constraints and insufficient funding by the state to meet statutory class size limits, the parties agree that for School Year 2015-2016 class size limits may exceed those established in statute, and identified in Article 15.C. of the negotiated agreement, by up to 5% (see Table 1 below) as allowed per waiver issued by NM Secretary of Education.

**Table 1 - Waivered Class Size Limits**

<b>Subject/Grade</b>	<b>Maximum Enrollment</b>	<b>Comment</b>
Kindergarten	21	The teacher is entitled to an instructional assistant with a class load of 15 or more students.
Grade 1	--	The teacher is entitled to a full-time instructional assistant with a class load of 21 or more students.
Grades 1-3	--	The average class load at an individual elementary school shall not exceed 23.1 students.
Grades 4-6	--	The average class load at an individual elementary school shall not exceed 25.2 students.
Grades 7-12	168	The daily teaching load shall not exceed 168 in all content areas except required English courses. For example, this requirement includes music, physical education, and art.
English 7-8	141.75/28.35	The daily teaching load shall not exceed 141.75 students with a maximum of 28.35 students per class.
English 9-12	157.5/31.5	The daily teaching load shall not exceed 157.5 students with a maximum of 31.5 students per class.

**Table 2 - Pre Waiver Statutory Class Size Limits**

<b>Subject/Grade</b>	<b>Maximum Enrollment</b>	<b>Comment</b>
Kindergarten	20	The teacher is entitled to an instructional assistant with a class load of 15 or more students.
Grade 1	--	The teacher is entitled to a full-time instructional assistant with a class load of 21 or more students.
Grades 1-3	--	The average class load at an individual elementary school shall not exceed 22 students.
Grades 4-6	--	The average class load at an individual elementary school shall not exceed 24 students.
Grades 7-12	160	The daily teaching load shall not exceed 160 in all content areas except required English courses. For example, this requirement includes music, physical education, and art.
English 7-8	135/27	The daily teaching load shall not exceed 135 students with a maximum of 27 students per class.
English 9-12	150/30	The daily teaching load shall not exceed 150 students with a maximum of 30 students per class.

### **Athletic Trainer Differentials and Responsibilities**

1. Beginning in the 2016-2017 school year, the position of Athletic Trainer (AT) will be placed on the career pathway AT-1, AT-2, and AT-3 salary schedule. The AT position shall be a full-time equivalent consisting of a 6.5-hour duty day.
2. Beginning in the 2016-2017 school year, the duty day of an athletic trainer will be from 11am-6pm, Monday through Friday.
3. The AT differential shall be \$7,092 for additional related duties outside of the 6.5 hours duty day including but not limited to:
  - Coverage assignments prior to the start of the school year
  - Weekday evenings, Saturdays and other time periods as specified in the APS Athletic Handbook
4. APS and ATF will revise the Athletic Trainer job description and make necessary changes by January 2016. The Athletic Trainer job description will include references to other protocols and organizations that establish the AT's scope of work.
5. Athletic trainers shall be reimbursed up to \$300 for CEU's necessary for the maintenance of their license.

### **Special Education Vacancies**

1. A posted 1.0 vacancy at a school with no acceptable applicants can be traded for up to five .2 contracts to other special education teachers in that same program, at the discretion of the principal. A .2 contract extension is an agreement to buy a teacher's prep time. This also applies if a school has a half time (.5) vacancy but nothing smaller than a .5 will be considered when buying a teacher's prep time with a .2 contract extension.
  - a. If the principal agrees to trade the posted vacancy for extended contracts, the Special Ed Department will create and process those extensions, backdated to the date of the posted vacancy, and deliver them to Human Resources for processing. These contracts and the withdrawn vacancy will remain in effect until the end of the school year, unless there is a significant drop in numbers for the special education programs affected by the extensions.
2. Creating a new vacancy is determined on a case-by-case basis. The process is as follows:
  - a. The Head Special Ed teacher presents the staffing need related to the site administrator and the Instructional Manager.
  - b. Once there is agreement that an additional allocation is needed and the request is sent to Bonnie Anderson and Anne Tafoya. (Note:) If the FTE is approved, the vacancy must be posted.

3. As the school year goes on and students are placed through the IEP process in Special Education, but there are not enough students to add a teacher position, special education and teachers in gifted education are eligible to receive one day's pay for each IEP they are assigned to create that exceeds the teacher's 1.0 position.
  - a. If possible, additional IEPs should not be assigned to teachers who are already assigned a .2 contract extension.
  - b. In order to be eligible for the extra IEP compensation the student must appear on the teacher's caseload.
  - c. The process for compensation for additional IEPS is as follows:
    - i. Count the number of overload students on each official count date (40, 80, 120, EOY)
    - ii. Determine which count date had the largest overload and how many students were over maximum on that count date
    - iii. Multiply by the hourly rate
    - iv. Multiply by 6.5 hours per day
    - v. Send a check to the employee in July

### **Revised Head Special Education Teacher Job Description**

1. Assist in the development and management of a Master Calendar for IEPs, METs & re-evaluations IEPs, and progressions at school sites. If possible,
  - a. using Microsoft® Outlook® calendar.
  - b. combine annual IEPs, re-evaluations IEPs, METs and progressions to reduce number of meetings.
2. Ensure that Sponsor Teachers understand it is their responsibility to create FBAs and BIPs if needed.
3. Arrange for IEP coverage for teachers in conjunction with the Administration.
4. Collaborate with the Diagnostician on the scheduling of METs.
5. In collaboration with sponsor teacher, facilitate, write, and/or act as Local Educational Authority (LEA) representative/principal-designee at IEPs.
6. Coordinate with sponsor teachers and facilitate the submission of REEDs.
7. Schedule, plan, and chair school-based Special Education department meetings.
8. Disseminate information to the school's Special Education Staff.
9. Provide assistance regarding special education laws, policies and procedures.
10. Coordinate resources/curriculum adoption and material ordering for the department.
11. Assist members of the department, by coordinating with school administration, school tech person, and IEP specialist for technology support regarding all special education computer software needs. (Synergy, Microsoft® Outlook®, etc.).
12. Communicate with feeder schools regarding current classes/services to determine appropriate programming needs for progression to the next school level.
13. Assist in the development of the Special Education portion of the school's master schedule.
14. Create a system for the scheduling of individual special education students according to their IEPs.

15. Ensure that all relevant and required IEP documents are delivered to Special Education Records or uploaded into Synergy.
16. Coordinate with sponsor teachers and facilitate the submission of ESY paperwork.
17. Complete and submit transportation forms for any student who may not yet have a sponsor teacher.
18. Update, coordinate and distribute class lists to Special Education staff.
19. Communicate with related service providers prior to the first day of school regarding their student class lists.
20. Assist the Diagnostician with the compilation of out-of-district/state student transfer information.
21. Communicate with [sped.data@aps.edu](mailto:sped.data@aps.edu) to ensure accuracy of class lists.
22. As new students enter throughout the school year, inform relevant related service providers of the services listed in the IEP.
23. Contact the Special Education Department when considering placement of a student in a district program.

### **Related Service Personnel Transfer Language**

8. In the event a Special Education Related Services position becomes vacant the provisions under Article 16.D (“Vacancies in Non-classroom Positions”) shall commence.
  - a. Once the position(s) for related service personnel is/are posted on the APS Special Education website, employees may apply for a voluntary transfer.
  - b. All efforts shall be made for the creation of 1.0 FTE combinations within proximity of existing vacant positions or through mutual agreement with RSP personnel.
  - c. The individual site and the corresponding program, according to FTE needs or combinations thereof, shall offer allocated positions.
  - d. If two (2) or more qualified candidates are have submitted requests for the same vacancy, preference will be given to the most senior employee based on their date of hire.
  - e. Vacancies shall be defined as indefinitely open positions.

### **Verification of Previous Work Experience for Related Service Personnel**

#### Article 6. Remuneration and Professional Services

##### A. Salaries

4. For educational diagnosticians, social workers, nurses, transition specialists and licensed school psychologists, one year of qualified experience is designated as at least eight hundred (800) hours of verifiable experience (W-2 forms are acceptable verification of experience).
  - b. Days or hours of experience in different school years may be totaled for experience.

### **Sick Leave Task Force**

ATF and APS agree to establish a task force with all six bargaining units and all employee groups during the 2015-2016 school year.

The members of this task force will make recommendations regarding various sick leave plans, PTO plans, and district-wide meritorious attendance programs.

The task force will include representatives from all six bargaining units and all employee groups in APS and therefore the recommendations will be inclusive of all those concerned.

The task force will begin no later than September 15, 2015 and end no later than February 15, 2016.

### **New Definition of Short-Term Teacher**

A short-term teacher shall be defined as a teacher who accepts employment after 9:00 am on the reporting day for students.

### **Testing Coordinator Compensation**

For the 2015-2016 school year, the .6 FTE will remain the same for high schools. The position is not an elected position.

For alternative high schools, middle schools and elementary schools the following formula will be implemented:

Based on school enrollment:

0 to 500 students	= \$5,000
501 to 1,000 students	= \$7,000
1,001 and above students	= \$10,000

Additionally, an at-risk index will be applied to schools as below:

0-1.5	= no additional funding
1.6 to 2.0	= additional \$1,000
2.1 and above	= additional \$2,000

Disbursement of how the funding is spent will be collaboratively planned through the Instructional Council to determine how best to support testing responsibilities. All role

groups at a school site are eligible to receive the funding as a stipend and/or to be used to hire substitutes.

Each school must identify a Testing Coordinator who will serve as the point of contact and liaison between the district and the school site and must meet the expectations of the district as the testing coordinator.

### **Student Transportation Language**

- A. Teachers shall not be required to transport students to activities which take place away from the school building. Teacher may do so voluntarily; however, unacceptable vehicles are vans or mini-vans. The only vehicles authorized for 9 passengers including the driver is a Suburban or Expedition. Any more than 9 passengers must be transported in a school bus. All occupants must have seat belts available and are required to wear them while the vehicle is in motion. Maintenance of a student roster and taking roll each time students disembark and return to the vehicle is required.
  
- B. Transportation may provide vehicles to check out for off-site activities for schools.

### **Accrual of Sick Leave**

ATF and APS agree to meet in order to address the changes made in Article 17 about specifying that all employees will accrue sick leave throughout the year rather than have it applied in a single lump sum at the beginning of the year.

APS and ATF agree to review each case in which an employee who has used up their sick leave hours before they are accrued with the intent of avoiding situations in which an employee might be docked pay.

### **Salary Matrix Placement of Audiologists and Physical Therapists**

Audiologists and Physical Therapists with Clinical Doctorates as an entry-level credential will be placed on the A-3 salary matrix working a 208-day year/8-hour day.

### **Salary Matrix Placement and Responsibilities of Board Certified Behavior Analysts**

Board Certified Behavior Analysts (BCBA) will be placed on Salary Matrix A-2.

BCBAs will receive a \$2,000 credential differential.

The job description for a Board Certified Behavior Analysts will include, but not be limited to:

- The supervision of the Behavior Therapists
- Work in the schools with teachers in all intensive support programs

### **Support and Related Services Personnel Task Force on Mentorship Program**

ATF and APS agree to establish an APS/ATF Task Force on mentoring for Support and Related Services Personnel during the 2015-2016 school year.

The members of this task force will research, design, and present probable costs associated with creating a beginning practitioner mentor program for the following APS employee role groups:

- Counselors
- Social workers
- Nurses
- Interpreters
- Speech and Language Pathologists
- Occupational Therapists
- Physical Therapists
- Audiologists
- Orientation and Mobility Specialists

APS/ATF Task Forces will be made up of no less than 3 and no more than 6 administrators selected by the district and an equal number of teachers selected by the union.

Task Force work will start no later than August 15<sup>th</sup> and conclude no later than December 15.

### **A-2 Salary Schedule Employees Differentials**

1. All A-2 employees shall be reimbursed up to \$200 a year for professional association fees.
2. All A-2 employees shall be reimbursed up to \$200 for licensure fees.
3. All A-2 employees shall be reimbursed up to \$500 per year for professional development/CEU's.
4. Differential pay shall be offered for the following:
  - A. A-2 employees in District Programs such as ISP, autism, and PACES programs shall receive .05 compensation.
  - B. A credential differential of \$1000 shall be paid for additional relevant professional certifications such as but not limited to NBCOT, RESNA, NDT, School-Based Therapy, ATP, TDPT, LEND, Sensory integration/processing, etc.
5. Every effort shall be made to include A-2 employees in IEP's.

### **Temporary Reassignment of Qualified Licensed Personnel**

1. Teachers will be asked to volunteer before anyone is directed to temporarily fill a vacancy.
2. Every attempt will be made to ensure the number of employees involved in these changes should be proportional between those in the ATF Bargaining Unit and those who are headquartered in APS Central Office.
3. Teachers in high schools and middle schools will receive a .2 differential in pay for up to 17 days for extending the duty day in order to take on an additional class.
4. Elementary teachers will receive an "Elementary Emergency Placement Differential" which is equivalent to the HS and MS compensation a .2 differential in pay for up to 17 days.
5. All personnel who fill vacancies will have their original duties suspended until they return to their position and will not be asked to do two jobs.
6. Temporary assignments will end on or before September 4, 2015.



**All changed language in each article of the Negotiated Agreement is as follows:**

**Strikeout/yellow=deleted**

**Underlined/green=new wording**

**AGREEMENT**

This Agreement was made and entered into in Albuquerque, New Mexico between the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico (hereinafter referred to as the Board) and the Albuquerque Teachers Federation, Local 1420 of the American Federation of Teachers, (hereinafter referred to as the Federation) this 18th day of September, 2013.

**Article 1, GENERAL PROVISIONS**

**A. Definitions**

1. The term "teacher" for the purpose of this Agreement shall mean all licensed employees whose salaries are based on Salary Schedules AT-1, AT-2, AT-3, A-2, A-3, and A-4 unless specified otherwise herein. All employees whose salaries are based on other salary schedules are excluded from this unit.
2. The term "District" shall mean the Albuquerque Municipal School District Number 12, County of Bernalillo, State of New Mexico.
3. The term "school," "site" or "building" shall mean any work location or functional division within the District wherein teacher responsibility may lie.
4. The term "Superintendent" as used in this Agreement shall mean the Superintendent of this District or designee.
5. The term "administration" shall mean the Superintendent and members of the administrative staff.
6. The term "principal" shall mean the principal of the school, assistant principal, or immediate supervisor if involving a non-school assignment.
7. The term "President" shall mean the President of the Federation or designee.

**B. Agreement Control**

1. This Agreement shall be governed and construed according to federal law and the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void.
2. This Agreement is entered into pursuant to the terms of the Board's Labor Relations Policy H.1.; and should there be any conflict between the terms of this Agreement and the terms of the Board's Policy, as adopted on September 9, 1971, and last revised in November, 2005, the Policy shall control.
  - a. If any provision of this Agreement shall be found in conflict with Policy H.1., such provision shall have effect only to the extent permitted by Policy H.1.
  - b. In the event any provision of this Agreement is found to be in conflict with Policy H.1., said provision shall be void.
3. In case of any conflict between the provisions of this Agreement and any Board or Federation policy, practice, procedure, custom or writing, except as provided in paragraph B.2. above, the provisions of the Agreement shall control for the period of this Agreement.
4. This Agreement and amendments thereto at the time of adoption shall be distributed to all teachers of the District. The terms and conditions of employment as indicated in this

Agreement shall be the same for all teachers and shall be applied equally without modifications or exception unless provided herein.

C. Negotiating Procedures

1. Negotiations shall be conducted in closed sessions. Each party shall have a negotiating team of not more than seven (7) members.
2. All agreements reached as a result of such negotiations shall be tentative until ratification by both parties is effected pursuant to the ratification procedures as set forth in Board Policy H.1.
3. The parties agree to meet at reasonable times, to bargain in good faith and execute a written contract incorporating any agreement reached.
4. Prior to the beginning of negotiations, the APS and ATF negotiating teams may jointly participate in training in interest-based bargaining.
5. In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service.

D. District/Federation Joint Committees

1. The President and the Superintendent, upon mutual agreement, may identify the need for and establish the work, composition, guidelines and goals of the joint committees and task forces. Such committees will address issues related to teacher compensation, professional development, evaluation and other topics mutually agreed upon by the President and the Superintendent. Reports and recommendations will be provided to the Superintendent and the President by the committee(s) and task force(s).
2. The President shall be notified, ten (10) days in advance, of the formation of a District/Joint Committee on which teachers will serve which relates to the terms and conditions of teacher employment and student discipline not covered within this Agreement. The President shall have the option of recommending to the Superintendent the formation of District/Joint Committees. The Federation shall have the opportunity to appoint a teacher representative to the Committee. The President may suggest additional names of teachers for possible appointment to District/Joint Committees. Reports and recommendations will be provided to the Superintendent and the President by the Committee.
3. Whenever the District is requested to appoint or initiate the appointment of any teacher to committees outside the District, the President will be provided the opportunity to suggest names of teachers who might be appointed.
4. If they deem it necessary, the Superintendent and the President may call a joint meeting of principals and Federation representatives.

E. Non-traditional Schools

1. The Federation and the Board agree to support schools of choice continue to support those schools which have agreed to adopt one or more of the following concepts which may include, but are not limited to: Re: Learning Schools, Year Round Schools, Professional Development Schools, Magnet Schools, Family Schools and Design Schools.

## **Article 2, FEDERATION RIGHTS**

### **A. Recognition Rights**

1. The Board hereby recognizes and agrees that the Federation has the sole and exclusive right to represent all teachers as their bargaining agent pursuant to the Board's Employee Relations Policy.

### **B. Rights**

1. All rights granted to the Federation pursuant to the terms of this Agreement are for the sole and exclusive use of the Federation and may not be granted to any other teacher organization except as noted in B.4. below.
2. The Federation has the right to make announcements at **faculty** **staff** meetings and new teacher orientation.
3. The Federation has the right to use the interschool mail service, school bulletin boards and APS e-mail sent through an outside server in accordance with APS policy. The Board and the Federation recognize that it is not permissible for the Federation and/or the employees represented by the Federation to access District communications systems (e.g. fax, internet, intranet) to distribute or use materials not considered appropriate by District policy.
4. The Federation may use the school mailboxes provided that:
  - a. an employee of the bargaining unit assigned to that school and recognized by the principal shall distribute all materials;
  - b. no such materials shall be distributed to any employee who has registered with the building principal an objection to receiving teacher organization materials.
5. The Federation has the right to schedule Federation meetings provided, however, that such meetings do not interfere with the instructional schedule or conflict with previously scheduled events as determined by the principal. There shall be no charge for the use of facilities or normal services described above.
6. The Federation's **faculty** **staff** representatives are recognized as Federation leaders in their respective schools and may display on or near their classroom or office door a Federation provided plaque which identifies their position. This recognition as a school leader carries with it the right of the representatives to carry out their Federation responsibilities.
  - a. **Faculty Union** representatives may distribute Federation materials and conduct Federation business related to a grievance or representation provided such activities do not interfere with the instructional schedule or duties of the teacher(s) affected.
  - b. Neither the Federation nor any employee may solicit Federation membership on the Board's premises during the duty day of the employees involved in the solicitation. This shall not be construed to prohibit casual or personal conversations about the Federation and its activities.
  - c. The **faculty-union** representative shall have the right to bring to the attention of the principal all matters pertaining to the organizational rights of the Federation or its members, other concerns of the faculty, and to discuss the administration of this Agreement.
7. Federation officials and/or representatives who are not District employees shall have the right to visit schools for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the teacher(s) involved and provided that prior notice is given to the principal, or, if the principal is not available, the office of the

principal. Failure to follow this provision may result in suspension of this privilege for the representative involved. In the event the representational business involves the principal, prior arrangement of such visits shall be made through the Office of Labor Relations.

8. The Board shall grant the elected Local President and the elected State President (provided the elected State President is on leave from APS) leave with pay during their term of office. This leave may be terminated at the end of a semester. Upon return from such leave, the President will be placed on the salary schedule at the level which would have been achieved had there not been an absence. The Federation shall pay to the District an amount equal to the level, step and lane on the teacher's salary schedule and all employee related expenditures such as insurances and retirement benefits for the locally elected President and the State President for the duration of the leave. The Board shall grant leave without pay for Federation employees during their term of service to the Federation. This leave may be terminated at the end of a semester. Upon return from such leave, the employee will be placed on the salary schedule at the level which would have been achieved had there not been an absence.
  9. The Federation shall be furnished with monthly financial budget and cash reports following distributions as required the following information by from the Office of Labor Relations:
    - ~~a. monthly financial budget and cash reports following distributions as required.~~
    - b. all written District policies and procedures at the time of adoption and amendments thereto that pertain to the terms and conditions of teacher employment;
    - c. an advance copy of the Board agenda and a copy of non-confidential attachments to the agenda at the time of the Board meeting.
  10. The Federation shall be furnished the following information:
    - a. at the end of the first twenty-day reporting period and two weeks after the start of the second semester, employee data, in numerical order by employee number, indicating name, address, phone number, state teaching license number, employee number, work location, salary, degree status, gender, assignment and/or job title, membership status, total years in teaching, total years in APS, date of hire, and district email addresses;
    - b. new hires, resignations, retirements and deaths at the time of occurrence;
    - c. group insurance data including enrollment figures, premium costs, program costs and a copy of the insurance policies;
    - d. upon reasonable request, changes in items listed above and such other information as will assist the Federation in representing teachers.
  11. During each year of this Agreement, the Federation shall be granted for Federation training, workshops and conventions, forty (40) professional leave days at full pay by the District, 10 professional leave days for the purpose of participating in joint APS/ATF task force committees, and forty (40) leave days charged to the Federation at the degreed substitute rate.
  12. Representatives of the Federation will meet with appropriate District budget personnel as requested in order that they may be kept abreast of current budget facts and figures.
  13. The President of the Federation and the Superintendent, or their respective designees, shall participate in quarterly discussions regarding teacher education programs and professional development; partnership agreements and/or collaborative efforts with institutions of higher education; joint efforts to communicate with elected officials; and such other mutually agreed upon topics.
- C. Dues Deduction
1. The District agrees to deduct from the wages of members of the Federation, periodic Federation dues on the basis of a properly executed authorization form of which a copy is attached to this Agreement.

*Refer to Appendix N ATF Membership Application Form on page 104*

2. The amount of the deduction to be made from each teacher's wages will be certified in writing to the District by the Treasurer, President or Executive Vice-President of the Federation. In the event the Federation dues are changed, the District agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Federation.
3. Dues deduction shall continue from year to year without further authorization and at current monthly dues amounts unless the authorization to deduct is revoked by the teacher as provided herein. Dues authorized will be determined by the Federation and will be set at an amount for each payroll deduction.
4. Dues deduction shall resume for teachers returning from an extended leave of absence unless authorization to deduct is revoked by the teacher.
5. Dues deduction authorizations shall be delivered to the District Payroll Department. Authorizations received nine (9) days prior to the pay date shall be deducted from the salary for that pay period.
6. If a teacher is absent for any reason and as a result of that absence has no earning due for the pay period, no deduction will be made for that teacher for the pay period.
7. The District agrees to transmit the amount collected to the Treasurer of the Federation within seven (7) calendar days after the close of the month.
8. The Federation agrees to render the District harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the funds have been received by the Treasurer of the Federation.
9. Dues deductions may be discontinued or revoked by the teacher by filing such notice with the Treasurer of the Federation with a copy to the District Payroll Department duly signed by the teacher. Such revocation must be received by the District Payroll Department no later than nine (9) days prior to the pay date on which it is to become effective.

#### **Article 4, NONDISCRIMINATION/CITIZENSHIP**

- A. The District shall not discriminate against any employee in the bargaining unit on the basis of race, color, religion, gender, **gender identification**, age, national origin, marital status, sexual orientation, place of residence, disability, membership or non-membership in any teacher organization, except when the District determines there is a bona fide occupational qualification.
- B. The Federation recognizes its responsibility as the bargaining agent and shall represent equally all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. The District and the Federation agree that employees shall enjoy the rights of full citizenship.

#### **Article 5, CONDITIONS OF PROFESSIONAL SERVICE**

- A. Employment
  - 1. The District is an equal opportunity employer.
  - 2. In order to qualify and be employed in a teaching position in the District, an applicant must have at least a bachelor's degree and must have a valid teaching license, an occupational license, or be enrolled in an approved alternative licensure program from the State of New Mexico. Qualifications of the individual are the guiding criteria in employment. The District shall notify the Federation when a teacher is to be hired who does not possess at least a bachelor's degree **and also the rate of pay for said teacher.**
  - 3. **A teacher who is not licensed shall be compensated at ninety (90) percent of the BA Column of salary schedule AT-1. Experience for teachers who are not licensed shall be counted in the same manner as for teachers who are licensed.**
    - a. **All existing and newly hired "I" licensed special education teachers will be obligated to participate in 12 hours of APS provided professional development.**
    - b. **Twelve (12) hours of professional development, provided outside of the regular duty day, is a condition of employment during both the first and second years for all "I" licensed special education teachers in APS.**
  - 4. All teachers employed by the District shall be employed for the primary purpose of instructing children and/or rendering professional services for which they are licensed.
  - 5. Teachers will be employed under contract for less than a full school year when a teaching vacancy will exceed sixty (60) duty days. This provision may be waived upon approval by the Public Education Department.
  - 6. There shall be three (3) categories of employment:
    - a. full-time teachers;
    - b. part-time teachers;
    - c. short-term teachers;

7. A full-time teacher shall be a teacher employed to teach a full teaching day for an entire school year.
  8. A part-time teacher shall be a teacher employed to teach less than a full teaching day or a full teaching week for an entire school year.
  9. A short-term teacher shall be defined as a teacher who accepts employment after 9:00 a.m. on the reporting date for teachers, a teacher replacing a teacher in their first year of leave, a teacher hired for a position which has a time limitation of one year because of a source of funding other than the APS operational budget, a change in District, state or federal curriculum/program requirements which necessitate a one year teaching position, and a teacher who does not hold a valid New Mexico teacher's license at the time of employment.
    - a. For the purpose of this provision, "accept" shall mean the date and time the teacher was offered and accepted either verbally or electronically, a District teaching position by an authorized Department of Human Resources representative.
    - b. A teacher who is short-term due to not holding a valid New Mexico teacher's license at the time of employment shall be reemployed by the District if he or she performs satisfactorily and presents a valid New Mexico teaching license or approved plan for completion of licensure requirements to the Department of Human Resources by May 1. If the requirements are not met by August 1, the teacher shall not be considered for reemployment.
    - c. Upon the successful completion of their third consecutive short-term contract (of at least 570 hours each), employees will be offered a regular contract for the following year.
  10. Birth certificates or other suitable proof of date of birth, New Mexico teaching licenses and college or university transcripts must be filed in the Department of Human Resources as soon as possible after employment is accepted. In the case of teachers who are not new to the system, valid teaching licenses must be on file. The November paychecks and subsequent checks will not be issued to a teacher until such time as the required data is filed in the Department of Human Resources or evidence is given that the teacher is making a bona fide effort to secure the information.
  11. All teachers are reemployed for the next school year unless notified at least ~~45~~ **ten (10)** workdays prior to the last day of the school year.
  12. In order to qualify and be employed in an educational diagnostician position or school psychologist position in the District, an applicant must have at least a graduate degree in Special Education or related field from an accredited university or college and be licensed by the State of New Mexico as an educational diagnostician or school psychologist.
  13. All educational diagnosticians employed by the Board shall be employed for the primary purpose of evaluating and placing children in District programs and/or rendering professional services for which they are licensed.
- B. School Year
1. For employees on the AT-1, AT-2 and AT-3 salary schedules, the work year shall consist of one hundred eighty-four (184) workdays. For employees on the A-2 salary schedule, the work year shall consist of one hundred eighty-~~three~~ **four (183-184)** workdays. For employees on the A-3 and A-4 salary schedules, the work year shall consist of two hundred and eight (208) workdays. Divergence from the District work calendar is permitted if mutually agreed upon by the educational diagnostician and the educational

- diagnostician's immediate supervisor or if mutually agreed upon by the school psychologist and the school psychologist's immediate supervisor.
2. The school year is based upon the calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the District shall not affect the total number of workdays required.
  3. Any deviation from the approved master calendar shall be agreed upon by both parties.

C. Duty Day

1. For employees on the AT-1, AT-2, AT-3 and A-2 salary schedules, the duty day shall consist of six and one-half (6 1/2) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event a teacher regularly works less than a five (5) day week, the duty week shall consist of no more than thirty-two and one-half (32 1/2) hours. The duty day for employees on the A-3 and A-4 salary schedule shall consist of eight (8) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event an employee on the A-3 or A-4 salary schedule regularly works less than a five (5) day week, the duty week shall consist of no more than forty (40) hours.
2. Each teacher shall have a thirty (30) minute, duty free, uninterrupted lunch period exclusive of passing time which may be taken on or off the school grounds at the teacher's discretion. Whenever it is necessary, adjustments within the length of duty day will be made by the principal of each school after consultation with the teacher or teachers involved in order to take into account the difference in the length of the lunch period.
3. The principal shall have the authority to permit divergence by individual teachers from the duty day by mutual agreement. This divergence can apply to time on registration days for teachers to register their own children if such divergence will not hinder registration at the teacher's worksite.
4. Lengthening of the duty day by the site supervisor shall not exceed two (2) hours for any individual teacher in any twenty (20) day reporting period. This lengthening shall normally occur after a minimum of forty-eight (48) hours prior notice excluding non-teaching days prior to the additional duty time. Use of this time shall be limited to purposes relating to school business.
5. Schools may utilize up to an additional thirteen (13) hours annually for professional development activities collaboratively planned through the Instructional Council. Any district-mandated training will be included in these hours in accordance with the procedures outlined in Appendix D.

*Refer to Appendix D Time Chart on page 75*

6. The District may utilize an additional fourteen (14) hours annually for training and/or planning only if required by a federal, state or judicial mandate.

*Refer to Appendix D Time Chart on page 75*

7. The parties recognize that attendance at evening activities is normally the voluntary professional responsibility of teachers. However, as part of that responsibility, teachers may be required to attend one open house or one curriculum night. Any attendance beyond one (1) open house or one (1) curriculum night per year shall be considered voluntary. If the employee is required to be in attendance at more than one evening event, he/she shall be paid time at the employee's hourly rate of pay. Teachers unable to attend shall give reasonable notice of their intended absence to their immediate supervisor and affected parents.



8. Teachers shall not normally be regularly required to notify the principal of their arrival or departure from the school. Teachers desiring to leave the school area during the duty day may do so with prior notification and approval of the principal or designee.
9. Travel time for teachers who work in more than one (1) teaching location in any one (1) duty day shall be counted as part of the duty day. When the teacher travels from one (1) location to another at the midday, the teacher shall receive travel time in addition to the lunch period.
10. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility. The teacher is responsible for arranging the conferences.
11. Teachers scheduled to begin their duty earlier or to continue to a later time will not be required to be on duty longer than the total hours of the duty day.
12. In the event a teacher agrees to be assigned work approved by the principal beyond the maximum provided in B. and C., the teacher shall be entitled to compensatory time off provided a log showing approved extra time worked is submitted to the principal. Scheduling of compensatory time off shall be mutually agreed to by the principal and the teacher. Compensatory time shall be defined as one hour off for one hour worked.

D. Restrictions on Use of Pupils, Personnel and Facilities

1. No member of the staff may engage in any sales promotion or selling on the school premises unless such promotion or sale has been approved in advance by the principal.
2. Commercial photographs of students may be made provided there is minimal disruption of class time and no demands are made upon teachers for collecting monies and/or additional checking responsibilities in connection with picture taking.
3. Fund-raising activities, except as provided in 2 above, shall not interrupt or interfere with the instructional program unless agreed to by the principal and staff faculty.
4. Information regarding proceeds from fund-raising activities, planned expenditures and/or the availability of funds for staff use shall be made available to staff members upon request [as defined in the activities fund manual or by reaching this APS web address http://www.aps.edu/internal-audit/activity-fund-manual](http://www.aps.edu/internal-audit/activity-fund-manual).
5. Fund-raising activities, except as provided in 2 above, will not be assigned to teachers unless they volunteer for the assignment.
6. No teacher may charge a pupil a fee for any service rendered the pupil on the school premises during the duty day.

E. Preparation Time

1. All employees on salary schedules AT-1, AT-2, AT-3 and A-2 shall have within the duty week a minimum amount of time for preparation and planning.
  - a. Elementary (Modified Wednesday Schedule)
    1. Teachers shall have a minimum of 220 minutes for preparation each week, free from specific duty assignments. Preparation time shall be in 20-minute block minimums.
    2. Teachers shall have a minimum of two consecutive hours on all modified Wednesdays for use as preparation free from specific duty assignments.
    3. If a teacher receives less than 220 minutes of preparation time in a five day work week, the teacher shall be compensated at his or her hourly rate of pay (in 15 minute increments) for the amount of preparation time under 220 minutes.

4. Schools must identify all of the time, including specials, that will be used for preparation time. A schedule indicating all designated prep time shall be distributed to teachers within ten workdays after the beginning of the school year.
  5. In the event of an abbreviated day on a Wednesday, elementary teachers who lose preparation time will be granted prep time lost at a date later in the school year. The parties agree the District will be required to grant teachers up to two hours of lost prep time per school year, regardless of the actual number of hours lost due to Wednesday abbreviated days. The date(s) will be mutually agreed upon the District and the Federation.
  6. Elementary school itinerant art and music teachers shall be allowed sufficient time (10 to 15 minutes) to transition from one intra-school class teaching assignment to another. Such time shall not be considered preparation time.
  7. Time a teacher is required to perform non-instructional duties is not considered preparation time.
  8. A minimum of forty-five (45) minutes per week can be used for PLC/collaboration time provided the 220 minutes for preparation time has been met.
  9. Time spent in PLC/collaboration time is not preparation time.
- b. Elementary (Consistent Daily Schedule)
1. Teachers shall have a minimum of 220 minutes for preparation each week, free from specific duty assignments. Preparation time shall be in 20-minute block minimums.
  2. If a teacher receives less than 220 minutes of preparation time in a five day work week, the teacher shall be compensated at his or her hourly rate of pay (in 15 minute increments) for the amount of prep time under 220 minutes.
  3. Schools must identify all of the time, including specials, that will be used for preparation time. A schedule indicating all designated prep time shall be distributed to teachers within ten workdays after the beginning of the school year.
  4. At least four days per week, teachers shall have a minimum of twenty (20) continuous minutes for preparation time before or after the student day.
  5. In the event there are fewer than five days in a work week, teachers shall have a minimum of twenty (20) continuous minutes for preparation time each day of that week before or after the student day.
  6. Time a teacher is required to perform non-instructional duties is not considered preparation time.
  7. Time spent in PLCs/collaboration time is not preparation time.
  8. A minimum of forty-five (45) minutes per week can be used for PLC/collaboration time provided the 220 minutes for preparation time has been met.
- c. Middle School Non-Block Schedule
1. PLCs scheduled outside of the duty day
    - a.) Each teacher shall be provided preparation time which shall be equal to one (1) full class period during the instructional day with such time being free from specific duty assignments
    - b.) The decision about the prep/PLC schedule for the school will be made annually by the school staff through their instructional council.
  2. PLCs scheduled within the duty day.

- a.) Teachers shall have a minimum of 225 minutes per week for preparation, free from specific duty assignments
- b.) Each teacher shall be provided preparation time which shall be equal to one (1) full class period, a minimum of four days per week each five-day work week, during the instructional day with such time being free from specific duty assignments. In the event there are fewer than five days in a work week, teachers shall not be required to attend PLC/collaboration meetings until and unless the 225 minute minimum is met.
- c.) One entire class period per five day work week may be used for PLCs provided the 225 minute minimum is met and prep time is provided the other four days per week.
- d. Middle School Block Schedule
  - 1. In schools where block schedules are followed, teachers shall have available to them a minimum of 450 minutes of preparation time in each consecutive two week period.
  - 2. In the event a two work week time period contains less than 10 work days, teachers shall not be required to attend PLC/collaboration meetings until and unless the 450 minute minimum is met.
  - 3. One entire class period per five day work week may be used for PLCs provided the 450 minute minimum is met and prep time is provided the other four days per week.
  - 4. Time spent in PLCs/collaboration time is not preparation time.
- e. High School Schedule
  - 1. Each teacher shall be provided preparation time which shall be equal to one (1) full class period during the instructional day with such time being free from specific duty assignments.
  - 2. In schools where block schedules are followed, teachers shall have available to them, a minimum of 450 minutes of preparation time in each consecutive two week period.
  - 2. Additional preparation time free from specific duty assignments that is not part of this Agreement shall be mutually agreed upon by the teacher(s) and the principal through a collaborative process as defined in Article 7.
  - 3. Every effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, inclusion programs and mentoring relationships.
  - 4. Special events, such as school-wide testing, which result in a deviation from the normal weekly schedule shall be scheduled in a manner which does not result in a disproportionate loss of prep time for any individual or group of individuals. Care shall be taken when scheduling such events to ensure that any resulting loss of prep time shall be minimized and be as equitable as possible for all employees.
- F. Academic Issues
  - 1. Without minimizing the importance of generally accepted issues, the District and the Federation agree to foster dispassionate, unprejudiced, scientific studies of academic issues in an atmosphere free from bias and prejudice.
  - 2. The teacher shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the opinion of one's pupils on academic issues. It is the intent of this policy that the teacher shall foster the study of such issues rather than teach particular viewpoints in regard to them.

3. Freedom to teach is essential to the accomplishment of the District's goals. Therefore, teachers have the right and responsibility to exercise their professional judgment, within the limits of the above guidelines, in initiating and actively pursuing consideration of academic issues.
  4. Teachers must inform the principal of guest speakers appearing in their classrooms.
  5. A method of involvement of teachers shall be provided at the school and District level when complaints are received on issues that fall within Article 5, F. A copy of recommendations made at the District level shall be provided to the President.
  6. In the event the Principal believes that a teacher's presentation (oral, written or visual) of a controversial issue falls outside the Board's Controversial Issues and Outside Speakers Guidelines, the Principal will so advise the teacher, discuss the basis of his/her objections and recommend an alternative approach to the issue. The teacher shall adopt the Principal's recommendation pending mediation of the dispute by the Superintendent, or his/her designee. The mediation shall be conducted within 2 working days of the date the controversy arose.
  7. Fidelity refers to the intensity and accuracy with which core instruction and connected interventions are implemented. Using a program with fidelity means teaching all of the essential (research-based) components of a program and using professional judgment to differentiate in order to meet the needs of individual students. This may mean that teachers need to supplement with additional materials to reinforce the skills and concepts.
- G. Collaboration/Professional Learning Communities
1. The District and the Federation support teachers to work in collaboration with colleagues in Collaboration/Professional Learning Communities (PLCs).
  2. Collaboration/PLCs involve a team of educators committed to working together and collaborating in ongoing processes of collective inquiry and action research in order to improve teaching and learning.
  3. The purpose of Collaboration/PLCs
    - a. Share leadership.
      1. Shared leadership in the context of the Collaboration/PLCs reinforces the vital role of teacher leadership in educational change, community and culture building in schools.
      2. Teacher leadership ensures a focus in the Collaboration/PLCs discussion on pedagogy and turning ideas into action, looking at the evidence and the impact on student learning.
    - b. Discuss teaching and learning and how the practices affect student learning.
    - c. Provide teachers opportunities to share what they know.
    - d. Provide teachers opportunities to consult with peers about problems of teaching and learning.
    - e. Provide teachers opportunities to observe peers teaching.
    - f. Foster collective learning among staff and application of the learning to solutions that address students' needs.
  4. Teachers will be supported to meet regularly in teams to answer these four questions:
    - a. What is it we expect students to learn and why?
    - b. How will we know if they have learned it?
    - c. How will we respond when they don't learn?
    - d. How will we respond when they already know it?

5. A Collaboration Team/PLC should have something professional in common. What they have in common depends on the school. Members could share content, students, or roles including all support and related services personnel.
  6. The District/School creates a mission, outcomes and goals for the collaborative/PLC time together. The District and the Federation agree that one focus area for Collaboration/PLC time will be the ongoing implementation of the Common Core State Standards. This focus should include an analysis of the implementation process and the subsequent student learning. Refer to the Instructional Council language, Article 7, A. 8.
  7. The individuals within the Collaboration/PLC will decide how best to achieve the mission, design strategies to achieve the outcomes and choose how to measure progress toward the goals. Ultimately, the goal is to deepen the content knowledge and pedagogical skills of all teachers in order to continuously revise instructional strategies in response to evidence of student learning.
  8. Collaboration/PLC facilitators
    - a. The role of the facilitator is to maximize the effectiveness of meetings through the use of agendas, protocols and facilitation skills.
    - b. The focus and the conversation should rise from the group.
    - c. District resources are provided that can guide the Collaboration/PLC conversation. These resources are optional.
  9. High Schools
    - a. Academies/SLCs/teams at the 9th and 10th grades can be the same as PLCs.
    - b. 11th and 12th grade teachers who have the same collaborative period and are in the same career academy can meet as a PLC. They can also meet as a content PLC.
    - c. High Schools are encouraged, whenever possible, to create PLC groupings based on content area.
  10. Individual preparation time shall be considered separate and exclusive from collaboration/PLC time.
- H. Teacher Absence/Substitutes
1. The District shall make every effort to provide a certified substitute teacher when necessary during the absence of a teacher.
  2. Whenever a teacher is going to be absent, regardless of whether a substitute teacher is required, the teacher is required to call the Substitute Employee Management System (SEMS). Such call should be made before 6:30 a.m. on the day of the absence. Teachers shall also notify the principal at their first work location of their absence.
  3. For more than a routine absence, a teacher may request through the principal a specific substitute to cover during the teacher's absence. To the extent possible this request shall be honored.
  4. When absent ten (10) consecutive days or fewer, teachers shall provide lesson plans, instruction and classroom management information for substitute teachers. Substitutes shall be responsible for carrying out the lesson plans and instruction provided by the absent teacher and shall exercise proper classroom management.
  5. ~~Elementary principals shall submit a list of District approved contingency substitutes from the community to the Office of Substitute Services by October 1 of each school year.~~
- I. Time to Teach
1. Except where additional cost is involved, routine maintenance and repair work which will interfere with effective teaching shall be accomplished outside the instructional time.

When this is not possible, the teacher will be provided advance notice and moved to another adequate teaching station where additional stations are available.

2. If special events involving students occur during the teaching portion of the duty day, the class schedule shall be adjusted to provide for the regular number of teaching periods or subject areas for that day on an abbreviated basis, or adjust the schedule in another equitable manner, taking special precautions not to discriminate against any particular period or subject area.
3. The primary responsibility of the teacher is to teach. The teacher shall be protected against any unnecessary interruptions by other school personnel, pupils, or parents. All regular announcements from the office shall be made at a scheduled and specific time.
4. Special events should interfere as little as possible with instructional time.

#### J. Report to Parents

1. Teachers are responsible for evaluating pupil progress and interpreting grades or reports given. If a student is not assigned to a teacher, a professional staff member shall be responsible for the grade.
2. A District system of grading and reporting shall be established using progress report forms which are a part of this Agreement. Schools may supplement or request a waiver to replace progress report forms. Parent conferences and issuing of report cards will not occur until after at least one workweek (5 workdays) after the reporting period has ended, except for the final reporting period when report cards at the elementary level will be issued on the last scheduled day of school. Parent conference weeks at elementary schools are intended to accommodate parents; therefore, teachers who have scheduled parent conferences shall be excused from faculty meetings that conflict with the conference.
3. Teachers who must complete data entry for grades on the **School Max Student Information System (SIS) system** shall not be required to have the data entry completed in fewer than three (3) workdays after the grading period ends except at the end of the school year.
  - a. Teachers shall complete data entry for grades on the **School Max Student Information System (SIS) system** on the last reporting day for teachers unless they have made arrangements with the school administration to complete the data entry at a later date.
  - b. High School teachers will have a minimum of twenty-four (24) hours between administering the senior final and the submission of senior grades.
4. If a high school teacher anticipates that any student is failing at semester he/she will be required to provide a list of all students who are at risk of failing a class one week prior to winter break so that the student(s) may be scheduled appropriately. The list is non-binding and intended for planning purposes only.

#### K. Equipment

1. Basic equipment for a teacher shall include a computer, **or laptop or I-pad** with internet access and access to a working printer, a teacher's desk and chair, a secure file cabinet and a bookshelf. Employees shall use APS email for any business related communication pursuant to the APS Employee Technology Acceptable Use Policy.
2. Basic equipment for an educational diagnostician shall include a desk, a table, two chairs, a secure file cabinet, a bookshelf, access to school phones and access to District computers.
3. Basic equipment for school nurses shall include a computer with internet access and printer w/ paper (to access the District student information system and print out reports

and immunization records) and a fireproof, locking file cabinet (to maintain medical records per HIPAA federal regulations).

## **ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES**

### **A. Salaries**

1. Salary schedules (AT-1, AT-2, AT-3, A-2, A-3 and A-4) including longevity indexes, are subject to review annually.

*Refer to Appendix A Salary Schedules on pages 65-70*

2. Credit on the salary schedule within job classifications shall be given for all years of qualified in-district experience and up to ten (10) years credit for qualified out-of-district experience.

3. For teachers on the AT-1, AT-2 and AT-3 Salary Schedules, one year of qualified experience is designated as at least five hundred seventy (570) hours of verifiable experience in full-time instruction in public schools, kindergarten through grade twelve, state universities and colleges and private schools accredited by a recognized authority and where a bachelor's degree is required. Effective July 1, 2006, counselors will receive credit on the AT-1, AT-2 and AT-3 salary schedules for each year of qualified experience as defined in this provision of the agreement. Teachers will also be granted credit for qualified experience as a principal, an assistant principal or head of school if that position(s) required an administrative license. Responsibility for verification of prior experience and for instigating appeals to the Human Resources Department rests solely with the teacher.

a. ~~Article 6, A. 2. shall not be applicable to out-of-district experience earned by teachers prior to the 1981-82 school year.~~

b. ~~Out-of-district experience earned during the 1979-80 school year shall be designated as at least 600 hours of verifiable experience described above.~~

c. ~~Experience earned prior to the 1979-80 school year shall be designated as at least 100 six and one half hour days of verifiable experience as described above.~~

d. ~~Days or hours of experience in different school years may not be totaled for experience.~~

e. ~~Responsibility for verification of prior experience and for instigating appeals to the Human Resources Department rests solely with the teacher.~~

4. For educational diagnosticians, transition specialists and licensed school psychologists, one year of qualified experience is designated as at least eight hundred (800) hours of verifiable experience as a licensed educational diagnostician, transition specialist and/or licensed school psychologist.
  - a. Article 6, A. 2. shall not be applicable to out-of-district experience earned prior to the 1981-82 school year.
  - b. Days or hours of experience in different school years may not be totaled for experience.
  - c. In addition, credit on salary schedule A-3 and A-4 shall be given for additional certified employment experience within the District.

- d. Educational diagnosticians and licensed school psychologists shall be given all of their in-district experience in either job classification on each other's salary schedule.
5. Effective July 1, 2006, licensed employees who change job classifications and salary schedules covered under the terms of the negotiated agreement shall be given credit for up to ten (10) years of in-district experience on the new salary schedule on which their pay is based. Hours of experience in different school years may not be totaled for experience.
  - a. Counselors shall be given credit on the teacher salary schedule for all in-district counseling experience.
  - b. Teachers advancing to a different salary schedule because of a change in licensure level will carry all years of experience to the new schedule.
  - c. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the employee.
6. Part-time teachers are those teachers whose work is based on a full contract year but less than a full duty day. Part-time teacher salaries shall be determined on a pro rata basis on the appropriate step of the teacher salary schedule as if the teacher were employed full-time. The terms of employment shall include preparation time and other duties, on a pro rata basis, as are assigned full-time teachers. Sick leave and other benefits shall accrue on a pro rata basis.
7. Compensation
  - a. A teacher who is contracted to teach during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid two-tenths (.2) of the individual teacher's contractual salary for each class taught. If a teacher is contracted to teach during the negotiated preparation period from the first day of classes of the school year, the two-tenths (.2) payment for each class taught shall include all the days that the teacher is contracted to work. Otherwise, compensation for the extra class(es) taught shall commence effective the first day the classes are taught.
  - b. School administrations shall establish and publish in the **staff faculty** handbook the process and policies that will be followed when selecting teachers to teach during negotiated preparation periods. Such information shall include specifics regarding notification of the class(es) and class(es) period(s) to be taught, deadlines for the expression of interest in teaching the class(es) and the interviewing and/or alternative selection process to be used.
  - c. A teacher, who on an occasional basis, teaches during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid for the additional time at the rate of the individual teacher's hourly rate of pay. Teachers shall receive one hour of pay for the first class taught beyond the duty day resulting in at least forty (40) minutes in duration. Thereafter, the hourly rate will be based on the actual minutes taught beyond the first hour.
  - d. An elementary teacher, who on an occasional basis, teaches during the absence of scheduled physical education instruction, shall receive payment based on 15 minute increments at the teacher's hourly rate.
  - e. A teacher performing non-instructional duties which result in an extension of the duty day shall be paid at the rate of \$18.00 per hour.
  - f. A teacher performing instructional duties with students outside of the contracted duty day, working in a school-sanctioned before or after school program, shall be paid \$20.00 per hour.
  - g. ~~Teacher, librarian and counselor positions for summer school will be paid at the rate of \$20.00 per hour.~~ **Teacher, librarian and counselor positions for elementary, middle school high school and ESY summer school will be paid at the individual employee's hourly rate.**



- h. Teacher positions for online summer school classes will be paid \$150.00 per student based on the enrollment at the close of registration on the second day of class.

  - 1. Individual online teaching assignments will include no more than two sessions.
  - 2. The librarian and counselor positions for e-Cademy will be paid at the individual employee's hourly rate.
- i. A teacher who is not licensed shall be compensated at ninety (90) percent of the BA Column of salary schedule AT-1. Experience for teachers who are not licensed shall be counted in the same manner as for teachers who are licensed.
- j. An educational diagnostician or school psychologist performing evaluations outside of the school work year shall be paid at the following rate: \$300.00 per evaluation, \$365.00 per bilingual evaluation and \$35.00 per no show.
- k. Starting in the 2014-2015 school year all newly hired Special Education and "I License" special education teachers who are assigned to teach in an Intensive Support Program (ISP), Behavior Intervention Program (BIP), District K-1 program, Autism Specific program, Emotionally Disordered (ED) classes (self-contained or full-day as defined by the district Special Education Department) are required to attend three (3) days of training prior to the beginning of school.

  - 1. For current Special education employees assigned to teach in the programs previously listed, attendance for the training is optional.
  - 2. Compensation for the training will be at the employee's daily rate of pay.
- 1. Teachers who teach in Intensive Support Programs (ISP), Behavior Intervention Programs (BIP) and Autism Specific Programs (Self-contained, full-day, as defined by the District Special Education Department) shall be paid five one-hundredths (.05) of the individual teacher's contracted salary. Compensation is being provided in recognition of occasional preparation time and lunch periods that are lost due to the unique nature of these programs.

  - 1. The District shall continue to schedule preparation time and lunch periods for teachers and make every effort to continue to honor preparation time and lunch periods for ISP, BIP and Autism Specific Program teachers.
  - 2. The additional .05 compensation shall be the only compensation provided for any and all lost preparation periods or lunches. In the event individual teachers or schools are experiencing a high number of incidents involving lost preparation time and lunch periods, teachers shall notify the principal in writing when the preparation time and/or lunch time is lost, and the parties agree to address each individual situation with the teachers and schools involved. Should additional pay be required for lost prep or lunch time, it will be paid on time sheets.
  - 3. Those who are actually contracted to teach during their preparation period shall be paid two-tenths (.2) of their contracted salary under Article 6, A.7.a. of the agreement, but shall not receive an additional .05 compensation.
- 8. Teachers who have not been engaged in teaching on a full-time basis, upon returning to the District, will be restored to the next position on the salary schedule above that which they left, except as provided herein.
- 9. All teachers working an entire school year will be paid in twenty-six (26) equal installments on a bi-weekly basis. If a pay date falls on a holiday or vacation day, all pay will be automatically deposited on the regularly scheduled pay date. If the regularly scheduled pay date falls on a federal holiday during which financial institutions are closed, all pay will be deposited the day before said closure. All teachers working less than an entire school year shall be paid according to the above procedure except that there will be fewer installments. Adjustments may be made for the amount of the first and final installment(s). If employment with the District is terminated and payment has exceeded the limit of the teacher's reserve, the District retains the right to recover funds for work that was not performed.
- 10. If a teacher works less than a full year, the teacher will be paid that portion of a total annual compensation for which the teacher is qualified as the service rendered bears to

the total services required in equal installments based on the number of pay periods remaining in the school year.

11. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day will be reimbursed at the IRS rate per mile.
  12. Teachers may claim eligibility for salary increments, National Board Certification and bilingual and ESL endorsements by submitting a letter on or before September 15 followed by an official transcript as soon as possible to the Department of Human Resources as provided below. The official transcript must be received by the Department of Human Resources during the school year for which the increment or differential is sought in order to receive an increment or differential for that year.
    - a. All degrees and course work must be taken in regionally accredited universities or colleges. Exceptions for accepting course work taken prior to the completion of a degree may be granted provided the teacher has an officer of the registrar's office verify the number of hours of college credit counted as a requirement for the degree. The District will verify that number of hours with regard to the University of New Mexico for Bachelor Degrees only.
    - b. BA + 15 increment: completion of 15 semester hours of course work after date bachelor's degree was awarded.
    - c. BA + 45 increment: completion of 45 semester hours of course work after date bachelor's degree was awarded.
    - d. MA increment: awarding of the master's degree.
    - e. MA + 15 increment: completion of 15 semester hours of course work after date master's degree was awarded.
    - f. MA + 45 increment: completion of 45 semester hours of course work after date master's degree was awarded.
    - g. Doctorate increment: completion of Ph.D. or Ed.D.
  13. Newly hired employees will be placed at the appropriate level which reflects the credentials that they presented at the time of hire. Their level placement will change only if the employee provides additional credentials which will qualify them for additional compensation at a higher level within three months from their date of hire. The new step and/or level will be paid retroactively to the start of the school year.
  14. For compensation related to licensure advancement, the employee must submit a copy of the new license to the Department of Human Resources on or before October 15 of the school year for which the employee seeks compensation in accordance with the state's 3-Tiered Licensure System.
  15. The District and the Federation recognize the importance of a meritorious attendance program. To that end, all full-time employees hired on or before July 1 who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional personal leave day. Personal leave may be used and accumulated as noted in Article 17, paragraph H.1. and may not accrue beyond five (5) days.
- B. Payroll Deductions
1. Teachers may authorize a payroll deduction for Federation dues, Sick Leave Bank, COPE (ATF Committee on Political Education) Insurance, United States Savings Bonds, tax-deferred annuities, contributions to the United Way and payments to ~~the New Mexico Educators Federal Credit Union~~ ~~Nusenda~~. Payroll deductions will be itemized.
  2. Deductions provided for under this article shall cease should a teacher terminate employment during the school year.
- C. Pay Differentials
1. All pay differentials are based on extra work and/or greater responsibilities or specific credentials/endorsements. In the event the parties agree a pay differential is appropriate or desirable and is not a part of this Agreement, the parties agree to negotiate an agreement to compensate such teachers.

2. Any teacher receiving a contract that exceeds the required one hundred eighty-four (184) days of service shall receive a pay differential prorated at one one-hundred eighty-fourth (1/184) of the teacher's contracted salary for each extra day of service needed. Any teacher required to work on an extended calendar shall receive an extended contract. The following teachers shall work on an extended contract:
    - a. Secondary school counselors and librarians: five (5) days;
    - b. Elementary school counselors and librarians: three (3) days; elementary school librarians who are assigned to more than one school: six (6) days;
    - c. JROTC Instructors shall have an extended contract and salary as provided in federal regulations. JROTC Instructor salaries shall not be reduced during the school year as a result of an increase in military retirement benefits.
      1. Effective July 1, 2005, the District's share of the JROTC Instructor annual salary shall be increased by \$4,000.00. The new total District portion above the minimum shall be \$6,200.00.
      2. Annual percentage increases to the District portion of the minimum JROTC Instructor pay are no longer applicable.
      3. The compensation agreed to herein covers instructional duties and non-instructional duties beyond the duty day.
    - d. Vocational teachers shall receive an extended contract based upon performance of the following duties, or combination thereof, as approved and verified by the Director of Vocational Education. Days used for advisory committee and youth organization activities may be an accumulation of time worked on either non-school days or before or after the regular duty day. Sick time will be documented by the teacher.
      1. Teachers of cooperative education programs - five (5) days for job development;
      2. Vocational education teachers (grades 9-12) - three (3) days for vocational education activities which may include youth organizations and advisory committees;
      3. Production agriculture teachers - ten (10) days for summer work experience coordination.
  3. Compensating Employees on extended contract or receiving differentials who go on paid extended leaves of absence
    - a. An employee who goes on an extended paid Leave of Absence beyond a consecutive 10 day period, who has been receiving compensation for working an extended contract shall continue to receive that additional compensation provided the work of the extended contract is being covered or performed by the assigned substitute and that it does not result in an additional expense for the school.
    - b. If said employee is receiving a differential for additional duties or responsibilities performed and those duties or responsibilities must be shifted to another individual in order that they be completed, then the employee on extended leave will cease to receive additional compensation for any time beyond the initial 10 days of absence for the duration of the extended leave. The employee shall be entitled to restoration of the differential or extended compensation upon return to active duty status provided s/he resumes the duties for which s/he is being compensated.
- D. Credential Differentials
1. Bilingual and ESL
    - a. Teachers who possess a current Bilingual and/or ESL endorsement shall receive a differential of \$500 effective the beginning of the school year.
    - b. In addition to receiving a differential of \$500 for a current Bilingual and/or ESL endorsement, teachers who provide Bilingual and/or ESL services at the school shall receive a differential according to a compensation ladder based on endorsements and utilization. This includes:
      1. Teachers on waiver/teachers in a planned program of study leading to a TESOL and/or Bilingual Endorsement
        - a.) Continue the tuition reimbursement program and publicize its availability.

- b.) Up to \$500 reimbursement for textbook and/or testing fees.
- c.) Professional support from the Department of Language and Cultural Equity.
- 2. Compensation ladder based on endorsements and utilization
  - a.) Additional \$2,500.00 for providing TESOL services only.
  - b.) Additional \$3,000.00 for providing Bilingual services only.
  - c.) Additional \$3,500.00 for providing both TESOL and Bilingual services.

*Note: Instructional coaches and resource teachers are eligible to receive these differentials if the staffing need exists and they are providing services to a documented caseload of students. SLPs who currently hold a Bilingual or TESOL credential are also eligible.*

- 3. TESOL/Bilingual professional support differential for instructional coaches and resource teachers (non-school-based)
  - a.) Instructional coaches, librarians and resource teachers who hold TESOL and/or Bilingual endorsements and provide professional support at schools are eligible for a \$1,000.00 differential (beyond the initial \$500.00 for holding the endorsement).
  - b.) The professional support must be documented by a supervisor (principal or department head). The form to document the support will be provided.
- 4. The number of differentials authorized for providing services at the school shall be determined by the total LEP ELL population of the school and by the Alternative Language Service (ALS) program need as reported by the principal using the following criteria:
  - a.) Teachers must possess a current endorsement (teachers on waiver do not qualify for the differential).
  - b.) Teachers must provide services in a District designated Bilingual and/or ESL program, including pre-kindergarten programs.
  - c.) Teachers wishing to be considered for a differential must have their current endorsement on file with the Department of Human Resources and the school within twenty (20) workdays of providing services. To be eligible for the entire differential payment, all endorsements must be approved by the Public Education Department by no later than September 15th. If applicable, employees must be providing services under the provisions of the district ALS Plan by that date to receive full payment. Endorsements issued and/or the commencement of the provision of services after that date will be compensated on a prorated basis.

Employees with an ESL/Bilingual endorsement receive differential pay when they are providing ESL and/or Bilingual Services to eligible students. If, during the school year, the employee no longer has a caseload of eligible students, the principal will notify Human Resources of the date that the services stopped so that the payment for the services ceases. Payment for services will resume once the principal notifies Human Resources that the teacher has an eligible caseload.

- 2. Teachers of the Deaf who hold a certificate that ensures that they are proficient in Sign language are eligible for the following bilingual credential differential:
  - a. One of any of the following credentials - \$500
    - 1. SCPI Intermediate Plus
    - 2. NIC (National Interpreter Certification)
    - 3. CT (Certificate of Transliteration)
    - 4. IC/TC (Interpretation Certificate/Transliteration Certificate)
    - 5. NAD III (Generalist) - Average Performance
    - 6. EIPA level 3.5 or above (Educational Interpreter Performance Assessment)
  - b. One of any of the following credentials – \$1,000
    - 1. SCPI Advanced
    - 2. NIC Advanced
    - 3. CI (Certificate of Interpretation)

4. IC (Interpretation Certificate)
5. NAD IV (Advanced) Level 3
6. Ed: K-12 (Educational Certificate: K-12)
- c. One of any of the following credentials – \$2,000
  1. SCPI Advance Plus
  2. NIC MASTER
  3. CSC (Comprehensive Skills Certificate)
  4. CI/CT (Certificate of Interpretation/Certificate of Transliteration)
  5. CDI (Certified Deaf Interpreter)
  6. MCSC (Master Comprehensive Skills Certificate)
  7. RSC (Reverse Skills Certificate)
  8. NAD V (Master) - Superior Performance
- d. SCPI Superior and Superior Plus - \$3,000  
The credential is paid based on the highest certificate held.
3. National Board Certified Teachers
  - a. Teachers who are certified by the National Board for Professional Teaching Standards shall receive a differential. The state of New Mexico provides funding for a differential for board certified teachers based on the state's unit value multiplied by a factor of 1.5.
  - b. For school year ~~2013-14~~ 2015-2016, the differential value is ~~\$5,839~~ \$6,041.63
  - c. Should the state discontinue funding this differential, Board certified teachers shall receive a differential of \$2,000 as long as the certificate is held.
  - d. Employees who present their National Board Certified Teacher Credential shall be paid their differential retroactively back to the start of the school year in which they earned this credential.

*Refer to Appendix E Credential Differentials on page 76*

- E. Teacher Leadership Position Descriptions: The following explanations apply to the teacher leadership positions identified herein. Teacher Leadership Positions are in place to support distributive leadership throughout the school and are intended to be held by multiple members of the staff.
  1. Secondary Schools
    - a. Department Chairs (Department Heads) are primarily curricular. The job descriptions include but are not limited to the duties listed.
      1. Manage resources needed for the running of the department (textbooks, department budget, etc.).
      2. Coordinate between the department and the administration on such issues as hiring, class schedules for teachers, student teacher placement, and improvement of curriculum and instruction.
      3. Facilitate department meetings to address student needs, teaching methods, curriculum modification and innovation, and textbook adoption.
      4. Serve as a liaison between the department and other educational groups doing the following work:
        - a.) Vertical articulation with elementary and middle school teachers.
        - b.) Informing parent organizations and community organizations about the department program.
        - c.) Meeting with other department chairs to discuss common concerns.
    - b. Department Chairs in the thirteen (13) senior high schools, Career Enrichment Center, Evening School, and New Futures School comprehensive high schools and all APS schools of choice shall receive a differential according to the following:
      1. 1-5 teachers on teams - \$1,500.
      2. 6-15 teachers on teams - \$1,751.
      3. 16 or more teachers on teams - \$1,929.
    - c. Middle School Department Heads:
      1. Student enrollment 800 or less - Four (4) differentials

2. Student enrollment over 800 - Five (5) differentials.
3. Each person so designated shall receive a differential of \$1,629.
4. It is the Instructional Council's responsibility to decide in collaboration with the whole staff whether or not to have Department Chairs, Team Leaders or both.
- d. Election/selection of High School and Middle School Department Heads
  1. Elected High School Department Heads, and Middle School Department Heads must have a minimum of a Level II license.
  2. In order to elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX M (pg. 103) of the negotiated agreement.
  3. Election/Selection procedures for choosing Department Heads, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each department shall agree to choose Teacher Leaders in one of the following manners.
    - a.) Leaders shall be elected by the constituents they are elected to serve.
    - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.

*Refer to Appendix G Dept. Chair election protocols on page 79*

4. Term of Office
  - a.) Teacher Leaders shall serve for a period of two (2) years.
  - b.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.

*Please refer to the district's job description of "Chairperson: High School/Middle School" for additional information.*

2. High School Academy Leaders/PLC Facilitators
  - a. Academy Leaders facilitate the following efforts for the teaching teams within their academies:
    1. Implement PLC strategies and the use of data to improve student learning;
    2. Focus the program of study in the academy for articulation of dual credit options and curriculum development;
    3. Identify professional development needs of the teaching teams;
    4. Coordinate the meeting schedule and liaison needs to the administration and department chairs.
  - b. The role of the PLC Facilitator is defined in article 5.G.8.
  - c. Differentials for High School Academy Leaders/PLC Facilitators: \$3,520 is available for either Academy Leader or PLC Facilitator differentials
    1. Schools are free to supplement the \$3,520 available from the school's discretionary funds.
    2. The elected Academy/PLC leaders will make a determination about how the \$3,520 will be divided among themselves and they will let the principal know this before the differential paperwork is due to Human Resources.
  - d. Election/selection procedure for High School Teacher Leadership Positions
    1. Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
      - a.) Leaders shall be elected by the constituents they are elected to serve.
      - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
    2. Elected High School Academy Leaders must have a minimum of a Level II license. In order to elect a teacher leader with a Level 1 license, the

department/school must follow the contract waiver procedure described in APPENDIX M (pg. 103) of the negotiated agreement.

3. Term of Office
  - a.) Teacher Leaders shall serve for a period of two (2) years.
  - b.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
3. Middle School Team Leaders
  - a. Team Leaders:
    1. Are grade level based and are often cross-curricular. Team members often have students in common.
    2. Are an information liaison between the administration, the Instructional Council and the team members.
    3. Facilitate/coordinate team meetings.
    4. Collect and evaluate data for their team.
  - b. Differentials for Middle School Team Leaders: ~~Starting with the 2009-2010-2015-2016 school year,~~ Middle schools will have \$3,520 to be used for Team Leader Differentials.
    1. Schools are free to supplement the 3,520 available for Team Leader differentials from the school's discretionary funds.
    2. The elected leaders will make a determination about how the \$3,520 will be divided among themselves and they will let the principal know this before the differential paperwork is due to Human Resources.
  - c. Election/Selection Procedure for Middle School Teacher Leadership Positions
    1. Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
      - a.) Leaders shall be elected by the constituents they are elected to serve.
      - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
    2. Elected Middle School Team Leaders must have a minimum of a Level II license. In order to elect a teacher leader with a Level I license, the department/school must follow the contract waiver procedure described in APPENDIX M (pg. 103) of the negotiated agreement.
    3. Term of Office
      - a.) Teacher Leaders shall serve for a period of two (2) years.
      - b.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
4. Elementary Schools
  - a. Elementary Leaders
    1. There shall be a collaborative effort between administration and certified staff at each school site to establish ~~from one (1) up~~ to twelve (12) positions to address both current and innovative curricular and managerial needs. Determination of positions, job descriptions and differential amounts shall be through school-wide consensus.
    2. Determination of positions, job descriptions and differential amounts shall be through school-wide consensus of all certified teaching staff.
    3. All positions shall be evaluated by the teaching staff annually at the end of the school year through a method agreed to by the teaching staff, and if needed, positions may be redesigned, redefined and/or differential amounts reallocated.



4. The sum of \$8,085 will be allocated to each elementary school site to be used as payment for differentials.
5. Elected Elementary Team Leaders must have a minimum of a Level II license. In order to elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX M (pg. 103) of the negotiated agreement.
6. Election/Selection procedure for Elementary School Teacher Leadership Positions
  - a.) Elementary Leaders must be members of the certified teaching staff.
    - 1.) Elementary Leaders shall be elected by all certified members of the teaching staff annually in a secret ballot election.
    - 2.) Each certified member of the teaching staff shall receive a list of the positions, job descriptions and differential schedule before the election is held and shall have the opportunity to be nominated or to volunteer for the ballot.
    - 3.) Results of the election shall be reported to the Department of Human Resources no later than October 1st of each school year.
  - b.) Term of Office
    - 1.) Positions shall be for a term of one (1) year.
    - 2.) Teachers may be reelected to an Elementary Leader position for more than one year.
5. Special Education Department Heads at the High School, Middle School and Elementary levels.
  - a. Differentials shall be based on the size of the team (department) as follows:
    1. Teams with 4 - 15 members - \$2,800
    2. Teams with 16 or more members - \$3,100
  - b. Special education numerical guidelines may be waived by mutual agreement of both parties in cases of verified need.
  - c. High school, middle school and elementary school Head Special Education Teacher Responsibilities include:
    1. Assist in the development and management of a Master Calendar for IEP's, re-evals and EDT's at school.
    2. Schedule, plan and chair school-based Special Education department meetings.
    3. Disseminate information to the school's Special Education Staff.
    4. Arrange for IEP coverage for teachers in conjunction with the Administration.
    5. Coordinate the management and maintenance of confidential files.
    6. Coordinate the transfer of the confidential files with the support of the records clerk.
    7. Provide technical assistance regarding special education laws, policies and procedures.
    8. Work with district staff to collaborate with sponsor teachers, feeder schools and administration regarding special education projections.
    9. Assist in the development of the Special Education portion of the master schedule.
    10. Coordinate textbook adoption and material ordering for the department.
    11. Update, coordinate and distribute class lists to Special Education staff.
    12. May complete and submit transportation forms for any student who may not yet have a sponsor teacher.
    13. Coordinate progression process for the school.
    14. Assist the Diagnostician with the compilation of out of district/state student transfer information.
    15. Collaborate with the Diagnostician on the scheduling of EDT/IEP's.



16. Create a system for the scheduling of individual special education students according to their IEP's so that the responsibility is shared among several school personnel and does not rest solely with the Head Special Education Teacher.
  - d. Election/Selection Procedure for Head Special Education Teacher
    1. Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
      - a.) Leaders shall be elected by the constituents they are elected to serve.
      - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
  - e. Term of Office
    1. Teacher Leaders shall serve for a period of two (2) years.
    2. If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
  - f. Procedures to Address Concerns: The following procedure will occur if there are concerns with the head teacher's ability to fulfill their responsibilities:
    1. The principal will contact the head teacher about the concern with the teacher's ability to fulfill their responsibilities based on the Head Teacher job description.
    2. If the concern continues, it will be documented and the principal will contact the Program Managers for support and training assistance.
    3. If, after support is provided, and the concern persists, a meeting will be scheduled with the head teacher. Attendees at the meeting will include the head teacher, the Program Manager the site principal and a representative from ATF if requested. Termination of the teacher leader's position may also be determined at this time.
    4. The head Special Education Teacher Rubric will serve as the evaluation tool to be used in order for both the members of the department and the principal in charge of Special Education at the site to provide feedback.
- F. Responsibility Differentials
1. Student Assistance Team (SAT) Chair
    - a. The purpose of the SAT Team is to provide to teachers the assistance they need to provide interventions for their students. Teachers should use the SAT process for ideas, guidance and help in documentation. The SAT Chair:
      1. Directs the activities of the team.
      2. Receives referrals to SAT.
      3. Convenes SAT meetings.
      4. Sees that the decision is implemented.
      5. Ensures that timely follow up is done.
      6. Is responsible for seeing that the SAT team decision is implemented, proper documentation and data collection is maintained, and that timely follow-up is done.
      7. Is responsible for seeing that the purpose of the SAT is met and that each aspect—identifying the challenge and student strengths developing the intervention plan, and assessing the probable effectiveness of the interventions—is addressed and given the appropriate time and consideration.
      8. Obtains staff training on the SAT process, including understanding cultural, language, and socioeconomic differences that may be misidentified as problems.
      9. Manages the SAT documentation.
      10. Keeps the calendar of SAT meetings.
      11. Notifies parents and follows up with parent forms.
      12. Follows up with health screenings.
      13. Manages observations.

- 14. Keeps SAT packets and makes sure they are complete.
- 15. Turns completed packets in to diagnosticians if testing is warranted.
- b. Election/Selection Procedure for SAT Chair: Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
  - 1. Leaders shall be elected by the constituents they are elected to serve.
  - 2. Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
- c. Term of Office
  - 1. Teacher Leaders shall serve for a period of two (2) years.
  - 2. If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
- d. Differentials for Student Assistance Team Chair is \$2,000.

*Refer to Appendix F Teacher Leadership Differentials on pages 77-78*

- 2. Coaches of interscholastic sports in the senior high schools will receive a differential for the following assignments:

a. Head Football .....	\$5,452
b. Assistant Football .....	\$3,359
c. Head Basketball .....	\$4,486
d. Assistant Basketball .....	\$2,863
e. Head Track .....	\$3,548
f. Assistant Track .....	\$2,287
g. Head Tennis .....	\$2,287
h. Head Golf .....	\$2,287
i. Head Wrestling .....	\$3,548
j. Assistant Wrestling .....	\$2,287
k. Head Baseball/Softball .....	\$3,548
l. Assistant Baseball/Softball .....	\$2,287
m. Head Volleyball .....	\$3,482
n. Assistant Volleyball .....	\$2,287
o. Head Soccer .....	\$2,892
p. Assistant Soccer .....	\$2,287
q. Head Cross Country .....	\$3,482
r. Head Swimming .....	\$3,482
s. Athletic Trainer .....	<del>\$6,092</del> \$7,092
t. Athletic Director.....	\$7,300

- 3. Credit for in-district experience as a head coach or athletic trainer shall be compensated as follows:

<u>Head Coaching Assignment</u>	<u>6-10 years experience</u>	<u>11 years and over experience</u>
a. Football	+ \$500	+ \$1000
b. Basketball	+ \$500	+ \$1000
c. Track	+ \$500	+ \$1000
d. Wrestling	+ \$500	+ \$1000
e. Volleyball	+ \$500	+ \$1000
f. Baseball/Softball	+ \$500	+ \$1000
g. Swimming	+ \$500	+ \$1000
h. Cross Country	+ \$500	+ \$1000
i. Tennis	+ \$500	+ \$1000
j. Golf	+ \$500	+ \$1000
k. Soccer	+ \$500	+ \$1000
l. Athletic Trainer	+ \$500	+ \$1000

- m. Athletic Director + \$500 + \$1000
- 4. Middle schools shall be provided, at \$1,640 each, differentials for boys' and girls' intramural programs, including up to two (2) culminating extramural activities for each intramural program, as follows:
  - a. Student enrollment 800 or less - Four (4) differentials.
  - b. Student enrollment over 800 - Five (5) differentials.
  - c. Payment for intramural differentials will be made in two (2) installments: one mid-way into the program and one after the entire program has been completed.
- 5. Teachers in senior high schools shall receive a differential for completion of the following assignments:
  - a. Dance/ Drill Team ..... \$3,585
  - b. Speech Director ..... \$2,878
  - c. Speech Assistant Director \* ..... \$1,964
  - d. Drama Director ..... \$2,933
  - e. Drama Assistant Director \* ..... \$2,042
  - f. Band Director ..... \$4,500
  - g. Band Assistant Director \* ..... \$2,521
  - h. Orchestra Director ..... \$1,621
  - i. Chorus Director ..... \$3,480
  - j. Chorus Assistant Director \* ..... \$2,521
  - k. Annual ..... \$2,196
  - l. Newspaper..... \$1,621
  - m. Varsity Cheer Coach ..... \$4,500
  - n. Junior Varsity Cheer Coach ..... \$3,200

\*Not a District-funded position

- 6. Credit for in-district experience in the following senior high positions shall be compensated as follows:

<u>Differential Assignment</u>	<u>6-10 years experience</u>	<u>11 years and over experience</u>
a. Speech Director	+ \$500	+ \$1000
b. Drama Director	+ \$500	+ \$1000
c. Annual	+ \$500	+ \$1000
d. Newspaper	+ \$500	+ \$1000
e. Band Director	+ \$500	+ \$1000
f. Dance/ Drill Team	+ \$500	+ \$1000
g. Chorus Director	+ \$500	+ \$1000
h. Orchestra Director	+ \$500	+ \$1000
i. Varsity Cheer Coach	+ \$500	+ \$1000
j. Junior Varsity Cheer Coach	+ \$500	+ \$1000

- 7. Middle schools will be provided additional activity differentials to be determined by the principal as follows:
  - a. Student enrollment 600 or less - Seven (7) differentials.
  - b. Student enrollment over 600 - Eight (8) differentials. Compensation shall be \$1,306 for each activity except band and chorus which shall be \$1,551. Schools having band, orchestra and chorus programs shall provide the full differential for those activities as described in the Instructional Procedural Directive.
- 8. Intensive Support Programs within Special Education programs shall be provided one (1) differential of \$1,517 for the coordination of the extramural Special Olympics.
- 9. A differential of \$4,243 will be provided to each high school MESA program director. A differential of \$1,805 will be provided to each middle school MESA program leader.

## **Article 9, THE MENTOR/PEER ASSISTANCE AND REVIEW PROGRAM: AN APS/ATF PARTNERSHIP PROGRAM**

### **A. Mentoring**

1. Beginning Teachers who hold an “I” license or a New Mexico Level 1 teaching license are eligible to be in the District Mentoring Program for one (1) year. The program will provide individual support for every Beginning Teacher from designated Mentors who are District teachers.
2. Joint Governance Panel
  - a. The Joint Governance Panel (JGP) will preside over all aspects of the Mentor Program. A Panel member’s term will consist of a minimum of two years. The leader of each partner group will fill vacancies on the Joint Governance Panel.
  - b. Program protocol and compliance questions and concerns, such as matching Beginning Teachers and Mentors, shall be referred to, and addressed by, the JGP.
  - c. Each panel member will:
    1. Attend ~~two meetings per month~~ **all meetings** throughout the school year and in the summer. The monthly meetings will be held outside the duty day. Attendance and full participation is expected from each panel member. If more than three (3) meetings are missed, the Panel member may be replaced by the leader of the group.
    2. Participate in ongoing design and oversight of the Mentor/PAR program.
    3. Assist in the interviewing and selection of Mentors and Consulting Teachers for the PAR
    4. Maintain consistent communication and coordination with all the partners.
  - d. Classroom teachers who are panel members and require a half-day substitute teacher to fulfill their responsibility will be supported by APS and ATF.
  - e. The Joint Governance Panel will make decisions by consensus whenever possible. If a vote is necessary, then four (4) votes on the Panel are required to approve an action.
  - f. Panel Composition – The Panel shall consist of six (6) members – three (3) appointed by the Federation President, three (3) appointed by the Superintendent.
  - g. Panel Member Compensation – Each member of the Panel shall receive an annual differential of \$3,000 for serving as a JGP and PAR panel member.
3. Mentor Program Coordinator
  - a. The coordinator must hold a Level 3 teaching license and be selected by a team of members from the JGP.
  - b. The coordinator will be responsible for day-to-day activities of the program.

- c. The coordinator shall be paid according to the AT-3 (Level 3 Teacher) Salary Schedule. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
  - d. The coordinator will have the support of a full-time secretary.
  - e. Coordinator responsibilities include:
    - 1. Organizing materials for the JGP.
    - 2. Overseeing the Mentor application and selection process.
    - 3. Observing Beginning Teachers/Mentors as necessary.
    - 4. Maintaining responsive, up-to-date communication with teachers and administrators in the district.
    - 5. Matching Mentors to Beginning Teachers.
    - 6. Preparing materials for Mentors and Beginning Teachers, professional development materials and activities.
    - 7. Attending Joint Governance Panel and PAR Panel meetings.
    - 8. Preparing reports on the program for the Joint Governance Panel and the Partnership Leadership Team.
    - 9. Maintaining program records, including a comprehensive database.
4. Support for the Beginning Teacher
- a. Beginning Teachers in the program will receive support and technical assistance that reflects the developmental nature of their initial experiences in the classroom. A Mentor will be assigned to each Beginning Teacher based on relevant area of licensure or grade level.
  - b. Beginning Teachers will meet with designated Mentors to conduct an individual needs assessment and identify areas for support.
  - c. Beginning Teachers will participate in district-wide and school-based orientations to help them become an active member of their educational community.
  - d. During the school year, Beginning Teachers will meet regularly with Mentors to discuss their progress and developmental needs; communicate regularly with the program coordinator; be observed by, and receive feedback from, their Mentor frequently; complete required documentation specified by the program; and participate in relevant professional development activities at their school. They will also have the option to work with their Mentors during professional leave days.
  - e. A year of mentoring will be considered complete when a Mentor Teacher has been officially assigned to a beginning teacher by the end of the first nine weeks of the given school year. Official assignment is done by notification to the mentor by the Mentor Program Coordinator.
    - 1. In the event that a Mentor is assigned after the first nine weeks of a given year, the Beginning Teacher is required to complete one additional semester of mentorship the following year.
    - 2. Credit for one semester of mentoring will be given to Beginning Teachers who are assigned a Mentor before the end of the third quarter.
5. Mentor Teachers
- a. The APS Mentor Program will take a comprehensive approach to providing qualified mentors for each beginning teacher in the school district. Guidelines will be established by the JGP for all aspects of the mentor position, including detailed procedures and processes for mentor selection, preparation, and support; and clearly defined roles and responsibilities.
  - b. Mentor Selection Process
    - 1. In order to be eligible to mentor a Beginning Teacher, a veteran teacher must have attained a Level 2 License. New Mexico Master Teacher Level 3 Licensure is preferred.
    - 2. Qualified and approved Master Teachers who desire to be Mentors will submit an application in order to be eligible for the Mentor pool. Included in the application will be a letter of interest highlighting their ability to work with teachers, a list of

- references, and a completed mentor program recommendation form from each of the references listed, including, but not limited to, a principal or supervisor, a teacher colleague, and the site Federation Representative.
3. Becoming a member of the Mentor pool will not guarantee a mentoring assignment. Not all Mentors will be needed and activated each school year. Whether or not a Mentor is activated will depend on the capacity to match Mentors to Beginning Teachers. The need for a specific Mentor will depend upon who is hired within the school district at large as well as at the school level.
  4. Mentors will remain in full- or part-time positions in their classrooms. This arrangement will help guarantee that Mentors maintain a connection with the daily work of classroom teaching.
  5. Mentors who have been inactive for three (3) or more years may be required to reapply to the program.
6. Mentor Preparation and Support
    - a. Mentors will attend professional development that will address, but will not be limited to the following topics:
      1. Overview of roles and responsibilities.
      2. Record keeping responsibilities.
      3. Research on mentoring and questioning techniques to assist Beginning Teachers to think critically about their practice.
      4. Research on teacher development.
      5. Formative and summative evaluation.
      6. Confidentiality.
    - b. During the school year, mentors will receive support, technical assistance and professional development. Mentors will meet as a group for two hours once a month after school.
  7. Mentor Roles, Responsibilities and Compensation
    - a. The chief role of the Mentor is to offer support and practical advice to Beginning Teachers based on observation of and discussion about experiences related to the Beginning Teachers' teaching.
    - b. School-based Mentors
      1. School-based Mentors shall have a full or part-time teaching load and work with beginning teachers at their own schools as time allows, either before school, during the school day, or after school. School-based mentors shall have access to professional leave days during the year. Substitutes may be provided for Mentors to enable them to work with or observe their Beginning Teachers.
      2. School-based Mentors will receive an annual differential of \$2,000 if they mentor one teacher in their school; \$4,000 if they mentor two teachers in their school.
      3. School-based Mentors who are released part-time from their classroom-teaching load will maintain at least a .4 teaching load and receive \$500 for a full year for each Beginning Teacher they mentor in compliance with the Mentor responsibilities. A full load for a part-time release Mentor shall not exceed four (4) Beginning Teachers.
        - a.) Secondary level Mentors will receive release time of an average of 40% of their teaching load, depending on their caseload.
        - b.) Elementary Mentors may share a class.
    - c. Full-time Release Mentors will not receive additional compensation for their work as a Mentor. The caseload for a full time Mentor shall be no less than ten (10) and no more than twenty (20) beginning teachers.
      1. Full-time Release Mentors/Consulting Teachers will help develop the Mentoring Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.

2. Full-time Release Mentors/Consulting Teachers help to ensure the success of the Mentor Program. Their job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
  - a.) Participate in interviews for new Mentors.
  - b.) Review logs and observations forms from Mentors.
  - c.) Outreach in schools.
  - d.) Data entry and oversight of Mentor documentation.
  - e.) Help track Mentor and Beginning Teachers.
  - f.) Mediate conflicts between Mentor and Beginning Teachers.
- d. Mentors shall support Beginning Teachers over the course of the year and document their activities to share with the Program Coordinator and the Joint Governance Panel.
- e. Mentors will attend monthly district-wide Mentor meetings and professional development.
  1. Mentor Accountability
    - a.) Attendance – Mentors are required to attend monthly professional development meetings during their period of assignment. The following procedures will occur for absences:
      - (1) First Absence – Contact, usually in the form of an e-mail, will be sent to the Mentor by the Mentor Program Office. A copy of this notification will also be sent to the site principal of the Mentor.
      - (2) Second Absence – Contact will be made with the Mentor by the Mentor program. A copy of this notification will also be sent to the site principal of the Mentor.
      - (3) Third Absence – A meeting will be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator and the Mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination of the Mentor’s differential may also be discussed.
      - (4) Mentors at year-round schools who may miss a meeting due to intercession should contact the Mentor Program Office prior to the absence.
    - b.) Documentation/paperwork – In an effort to verify that a Beginning Teacher has successfully completed a year of Mentorship, documentation is required from both the Beginning Teacher and the Mentor. Due dates of such documentation are specified. The following procedure will occur when documentation is not submitted in a timely manner:
      - (1) First Instance – Contact, usually in the form of an e-mail, will be sent to the Mentor by the Mentor office. A copy of this notification will also be sent to the site principal of the Mentor.
      - (2) Second Instance – Contact will be made with the Mentor by the Mentor program. A copy of this notification will also be sent to the site principal of the Mentor.
      - (3) Third Instance – A meeting will be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator, and the Mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination of the Mentor’s differential may also be discussed at this meeting or if no response from the mentor is received.
  - f. Specifics concerning the program not covered under this agreement are covered under a separate agreement amongst the Partnership Leadership Team. Rules and operating guidelines are established by the Joint Governance Panel.
  - g. Principals shall retain full responsibility and authority to evaluate teachers being mentored in the program.

- h. Information about successful completion of mentoring will be sent from the Mentoring Program Coordinator to the APS Licensure office.
  - i. Lead Mentor
    - 1. A Lead Mentor is a professional colleague who is an experienced Mentor with the Mentor Program.
    - 2. A Lead Mentor must hold a Level 2 or Level 3 (preferred) teaching license.
    - 3. Lead Mentors must apply, interview and be selected for the role.
    - 4. Lead Mentors shall communicate and collaborate with other Lead Mentors and the Mentor Program Coordinator to plan for and ensure the smooth delivery of professional development for Mentors and/or Beginning Teachers.
    - 5. Job Description
      - a.) Lead Mentors continue in their current positions as a site based teachers.
      - b.) A Lead Mentor teacher will attend professional development planning meetings with other Lead Mentors and the Mentor Program Coordinator.
      - c.) A Lead Mentor will deliver monthly professional development to a group of Mentors and/or Beginning Teachers.
      - d.) A Lead Mentor will communicate, but preferably meet with PD partners prior to the day of the meeting to ensure smooth delivery of the professional development.
      - e.) A Lead Mentor will prepare and organize materials needed for delivering professional development.
      - f.) A Lead Mentor will collect and review professional development evaluations following each Mentor/Beginning Teacher meeting and then utilize the feedback to guide future professional development planning and delivery.
    - 6. Compensation
      - a.) Lead Mentors who successfully complete all job responsibilities and provide PD will receive an annual differential of \$3,000 for their services in recognition of their additional responsibilities and time worked beyond the professional day and year.
      - b.) Lead Mentors who successfully complete all job responsibilities and facilitate meetings with, but do not provide PD, will receive an annual differential of \$1,000.
  - 8. New Teacher Orientation (NTO)
    - a. The Mentor Coordinator, in partnership with the Albuquerque Teachers Federation and with volunteers from the JGP, will be responsible for organizing the annual New Teacher Orientation.
    - b. The NTO will include a new employee orientation sponsored by APS Human Resources.
    - c. Prior to the date of NTO and upon completion of the hiring process, APS Human Resources will provide registration materials for the NTO to the new employee.
    - d. Upon completion of the hiring process, the APS Human Resources department will provide the names of the new employees to the Mentor Program Coordinator and to ATF.
- B. Peer Assistance and Review (PAR)
- 1. As a part of APS and ATF's commitment to provide a continuum of support for teachers, the district and union created both the Mentor Program and the Peer Assistance and Review (PAR) Program. The programs are related. As a program co-designed and run by the APS/ATF Partnership Program, the Mentor Program provides comprehensive Mentor support to beginning teachers. The APS/ATF PAR Program provides support to struggling experienced teachers past their probationary employment period.
  - 2. The PAR Program is an intervention program designed to help improve the performance of experienced teachers who are having difficulties in the performance of their professional responsibilities. Help and support is provided through peer assistance from a Consulting Teacher. The Consulting Teacher works directly with the struggling teacher to



- provide constructive and intensive intervention. The goal of the PAR Program is to develop and maintain the highest caliber teaching staff.
3. The Mentor Teacher Program Coordinator will be responsible for day-to-day activities of the PAR Program. Responsibilities include:
    - a. Active participation in the work of the PAR Panel.
    - b. Assigning and supporting the Consulting Teachers.
    - c. Overseeing the intervention process.
    - d. Preparing reports on the program for the Joint Governance /PAR Panel and the District and Union Leadership Team.
    - e. Maintaining program records, including a comprehensive database.
  4. PAR Panel
    - a. The PAR Panel is the governing body of the program.
    - b. The PAR Panel is composed of the two (2) teachers and two (2) administrators from the JGP and the Assistant Superintendent for APS Human Resources (or designee). The Union President, the Program Coordinator and Assistant Superintendent for Human Resources will participate as non-voting members of the PAR Panel.
    - c. The PAR Panel monitors intervention work and makes employment recommendations.
    - d. A staff person from both APS and ATF may participate in PAR meetings concerning individuals receiving PAR support.
    - e. Support shall be offered to teachers experiencing difficulties in the performance of their professional job responsibilities in the following order of priority:
      - 1.) Teachers on Intensive Evaluation
      - 2.) Teachers on an Improvement Plan
      - 3.) Teachers who voluntarily seek assistance

*(Note: Teachers interested in voluntary PAR support should contact the ATF or the Mentor Teacher Coordinator for an application)*

    - f. During Intensive Evaluation and the Improvement Plan, the Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher and the APS/ATF Peer Assistance and Review Panel in order to provide consistent shared updates on the teacher's progress.
    - g. In cases where the teacher has obtained voluntary assistance from the program, it is the prerogative of the teacher to notify the principal that they are receiving voluntary intervention help. Otherwise, support remains confidential.

*See Appendix I. 1, 2, and 3 PAR support flow charts on pages 82-84*

  - 5. Consulting Teachers
    - a. A Consulting Teacher (Consulting Teacher) is an experienced Mentor Teacher released part-time or full-time from the classroom. The Consulting Teacher is a professional colleague who provides support for teachers who are on an Intensive Evaluation plan or an Improvement Plan or who are accepted as a volunteer. The Consulting Teacher possesses classroom management skills and a full understanding of subject area or grade level content and pedagogy. The Consulting Teacher possesses the oral and written communication skills necessary to motivate and support adult learners. Additionally, the Consulting Teacher has the ability to work cooperatively and effectively with other professional staff members.
    - b. Consulting Teacher Roles and Responsibilities
      1. The Consulting Teacher provides non-evaluative intensive instructional support to the classroom teacher.
      2. Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher, and the PAR Panel in order to provide consistent shared updates on the teacher's progress.
      3. The principal remains the evaluator and will continue with observations. It is recommended that observations, feedback and memos occur every two weeks.

4. Written summaries may be provided to the principal prior to the target dates on the improvement plan. Meetings between Consulting Teacher and the principal will be scheduled as needed to discuss the summary.
5. The principal and the Consulting Teacher can concurrently recommend specific opportunities for professional development (such as classes, workshops, etc.) that are directly connected with the Improvement Plan.
6. 6.) Most formal conferences only include the teacher and the principal. Some conferences may involve the principal, the teacher, Human Resources and the ATF staff representative.
7. The Consulting Teacher will report to the PAR Panel periodically.
8. The Consulting Teacher maintains confidentiality.
9. Consulting Teachers who are working with teachers on an alternative calendar or schedule may be asked to flex their time to accommodate their client.
10. Consulting Teachers have the responsibility for research and development for the intervention program and assist in writing the final program guidelines as directed by the Program Coordinator.
11. Consulting Teachers will be assigned to work first with teachers who are on Intensive Evaluation and then be assigned to work with teachers on an Improvement Plan or approved volunteers until they reach their intervention limit. It is recommended that:
  - a.) Teachers on Intensive Evaluation receive approximately 3-5 hours of intervention time a week.
  - b.) Teachers on an Improvement Plan receive approximately 2-4 hours of intervention time a week.
  - c.) Teachers who volunteer receive approximately 1-2 hours of intervention time a week.
12. Consulting Teachers who do not have a full intervention load will assist with the Mentoring Program by contributing their expertise and experience.
  - a.) Consulting Teachers will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
  - b.) As Consulting Teachers help to ensure the success of the Mentor Program, their job responsibilities may include, but are not limited to, the following as directed by the Program Coordinator:
    - 1.) Participate in interviews for new Mentors.
    - 2.) Review logs and observations forms from Mentors.
    - 3.) Outreach in schools.
    - 4.) Data entry and oversight of Mentor documentation.
    - 5.) Help track Mentor and Beginning Teachers.
    - 6.) Mediate conflicts between a Mentor and a Beginning Teacher.
13. Consulting Teachers may mentor Beginning Teachers who are not yet assigned by the first or third quarter of the school year.
  - a.) Consulting Teachers who teach part-time and are assigned a Beginning Teacher at their school site will complete their Mentoring effectively within the days they are there and are entitled to the \$2,000 Mentoring differential if the mentoring takes place during the time assigned at the school. This differential is based on the same assumption that the time required to work effectively as a Mentor usually extends beyond the duty day.
  - b.) Consulting Teachers who teach part time and are assigned to work with a Beginning Teacher at another site during the time released for Consulting Teacher work will earn a differential of \$500 per Beginning Teacher for the time it takes to effectively mentor and keep up with the duties as described above, if the mentoring takes place during the time assigned as a Consulting Teacher.

- c.) Consulting Teachers who are released from the classroom to work as a Consulting Teacher will not receive a differential for working with Beginning Teachers.
  - d.) The Mentor expectations for the Consulting Teachers are the same as those for other Mentors, e.g. documentation, observations, and attendance at Mentor meetings.
14. Consulting Teachers will serve no more than three (3) years.
15. Termination from the position may be at the request of either the Consulting Teacher or based on performance as determined by the supervisor.
6. PAR Process
- a. APS and ATF will present jointly to principals at a designated time at the beginning of each school year. The presentation will include, but not be limited to:
    - 1.) Putting teachers on an Improvement Plan.
    - 2.) The PAR Program.
    - 3.) Data about the program
  - b. b. Principal's responsibilities in the PAR process prior to placing an employee on an Improvement Plan are as follows:
    - 1. Principal notes the concern(s) in the teacher's performance to discern if there is a pattern. Concerns regarding the teacher's performance may come about as a result of classroom observations or other evidence of teaching problems.
    - 2. Principal confirms the pattern with evidence from observations.
    - 3. Principal converses with teacher to notify him/her of the concern(s).
      - a.) The principal addresses the specific concern(s) with the teacher verbally and/or in writing if already addressed verbally.
      - b.) The principal advises the teacher that communication about the concern(s) will continue and a follow-up is scheduled in a specified time frame.
      - c.) The principal provides assistance to the teacher.
    - 4. If there is insufficient improvement, then the principal will meet with Human Resources to review the documentation (meetings, memos, concerns, observations, etc.). Then, a meeting with the teacher, principal, a representative from the Albuquerque Teachers Federation, and a Human Resources Representative is scheduled.
      - a.) The concerns, evidence, expectations, support, improvement plan and a target date for improvement will be reviewed at this meeting.
      - b.) Once the teacher is placed on an improvement plan, a Consulting Teacher will be assigned if there is space available in the PAR Program.
  - c. Implementation of Employee Improvement Plan
    - 1. The principal will continue to make regular classroom observations and provide summary memorandums (feedback) as to what has been observed. The memos may include suggestions and reminders if the teacher is or isn't making expected progress. Walk-through visits are not evaluative and thus are not part of the regular classroom observations noted above.
    - 2. Prior to meeting with the teacher, the Improvement Plan will be drafted.
      - a.) A draft of the Improvement Plan shall be sent electronically to the ATF and reviewed by the appropriate staff person.
      - b.) Specific concerns will be identified in the plan.
      - c.) The Improvement Plan will also be sent to the Mentor Program/PAR Coordinator.
      - d.) Once the Consulting Teacher is assigned, the responsibility for coordinating and providing support is shifted from the principal to the Consulting Teacher.
    - 3. PAR support will be provided to a teacher at the beginning of an Improvement Plan unless the program does not have the capacity to provide assistance. APS HR and an ATF representative will discuss PAR program to confirm that it is the appropriate support for each situation.

4. At the first meeting between the principal, HR, the ATF representative and the teacher, the Improvement Plan will be discussed, revised if necessary, and signed.
5. The teacher will be advised of the support available through the PAR process and informed of the role of the Consulting Teacher. The Consulting Teacher shall be the bridge for communication between the principal, the teacher and the Improvement Plan.
  - a.) If Competency 9 (*The teacher works productively with colleagues, parents, and community members.*) is the only competency of concern, then support will not be provided through the PAR Process.
  - b.) Once a teacher is placed on an Improvement Plan to address Competency 9, a meeting will be scheduled with the teacher, principal and an ATF representative to discuss options other than PAR for providing support regarding competency 9.
6. A target date for improvement shall be established.
  - a.) By the target date, the principal will present to the PAR panel a synopsis of his/her evaluation, observations and debriefings based on the improvement plan. A PAR Panel form will be provided to the principal. A determination, based on the PAR panel's recommendations, will be made that the teacher has either met the goals of the Improvement Plan, will continue on the Improvement Plan or will be placed on Intensive Evaluation.
  - b.) A meeting will be held with the teacher, principal, HR and an ATF representative to notify the teacher that s/he did or did not meet the expectations of the improvement plan by the target date.
  - c.) If determination is made to continue the Improvement Plan, a new target date will be set. The Consulting Teacher will be notified of the new target date by APS HR. At the subsequent target date(s), the recommendation will be made by the PAR Panel to either:
    - 1.) Stop intervention if the Improvement Plan goals have been met.
    - 2.) Continue Intervention.
    - 3.) Move to Intensive Evaluation.
  - d.) It is the principal's responsibility to inform the teacher about the decision.
  - e.) Before reporting to the PAR Panel, a current observation should be completed by the principal.
- d. Initiating Intensive Evaluation
  1. Support provided by the Consulting Teacher through the Mentor/PAR Program is not optional for employees on Intensive Evaluation.
  2. All parties should understand the process, roles and responsibilities of the program and its participants before the meeting at which the teacher is placed on intensive evaluation concludes.
  3. First Target Date on Intensive Evaluation
    - a.) Just before the first target date for the Intensive Evaluation Plan is reached, the Consulting Teacher will meet with the PAR Panel to review the case. The principal may attend the case review. The Panel can choose one of the following:
      - 1.) Recommend that intervention be discontinued and employment continues: the teacher met the expectations of the Improvement Plan and is no longer on Intensive Evaluation.
      - 2.) Recommend that intervention be continued for a specified amount of time.
      - 3.) Recommend that the employee is discharged/terminated.
    - b.) If the principal does not attend the PAR Panel meeting, then the HR staff person on the PAR Panel will meet with the principal to give him/her the final recommendation of the PAR Panel.

- c.) It is the principal’s responsibility to communicate the decision to the teacher in a summary letter.
  - d.) The statutory process for termination/discharge will be followed.
7. See Appendix I. 1, 2, and 3 PAR support flow charts on pages 82-84

**Article 10, SUPPORT AND RELATED SERVICES PERSONNEL CAREER PATHWAY SYSTEM**

- A. The Career Pathway System for Support and Related Services Personnel (S&RSP) includes 5 criteria for movement from one level to the next. The 5 criteria (components) for movement in the Career Pathway System (CPS) are:
1. Years of Experience
  2. Differentiated Evaluation Criteria
  3. Advanced Credential/Degree
  4. Continuing Education Units (CEUs)
  5. Professional Portfolio
- B. Advanced credential/degree necessary for movement to Level 3 of the CPS. Requirements are as follows:

Professional Field	Advanced Credential/Degree Required for Movement to Level 3 of the Career Pathway System
Counselors	Master’s Degree
Social workers	Master’s Degree and LISW license
Nurses	MSN or a Master’s Degree in a health related field
Interpreters	Master’s Degree and RID CT and CI or NIC Advanced or NIC Master Interpreting Certificate
Speech and Language Pathologists	Master’s Degree
Occupational Therapists	Master’s Degree (This is only required for those who are employed in this field after January 2007).
Physical Therapists	Master’s Degree (This is only required for those who are employed in this field after January 2007).
Audiologists	Master’s Degree or AuD Degree
Orientation and Mobility Specialists	Master’s Degree

- C. Continuing Education Units (CEUs) are required as a part of the Professional Portfolio and are necessary at each level of practice in the CPS. The requirements are as follows:

Professional Field	CEUs required as a part of the Professional Portfolio
Counselors	20 verified hours annually or 2 college credits in counseling or 40 hours over 2 years. (District level in-services may count as

	CEUs.)
Social workers	15 verified hours annually
Nurses	30 verified hours every 2 years
Interpreters	80 verified hours every 4 years
Speech and Language Pathologists	10 verified hours annually
Occupational Therapists	20 verified hours annually (Hours can be carried over and averaged over time)
Physical Therapists	20 verified hours annually (Hours can be carried over and averaged over time)
Audiologists	10 verified hours annually
Orientation and Mobility Specialists	20 verified hours annually

#### D. Portfolio requirement

1. An employee must successfully complete the entire portfolio process in order to be eligible for movement to the next Level within the Career Pathway system.
2. If the employee does not pass the entire portfolio, the successfully completed section(s) may be banked for resubmission at the time of the next portfolio submission window.
3. Compensation changes resulting from a change in level shall only occur if the request for movement is submitted prior to September 15.

#### E. ~~Grandfathering~~

- ~~1. APS employees were grandfathered into the CPS level that corresponded to their current years of experience as of school year 2006-2007. In order to maintain that level in the CPS, the employees must meet the evaluation criteria for that level during their annual evaluation.~~
- ~~2. OTs and PTs employed on or before January 2007, who did not have a Master's Degree, can be grandfathered into Level 3 based on years of experience.~~
- ~~3. Speech and Language Pathologists and Occupational Therapists new to the District in 2007-2008 cannot apply years worked as an ASL or a COTA toward movement in the Career Pathway System. Years worked as an ASL or a COTA can no longer be applied to step movement on Level 1 of the Career Pathway System.~~

#### F. Reciprocity

1. The CPS includes a reciprocity clause for all role groups that would allow years of experience in the discipline to count toward years at level in the Career Pathway System.
2. Support and Related Services personnel who leave employment in APS to work in the private sector or other district, and then return to APS will be given credit for the years in private sector work on the salary schedule. In order for these employees to move to the next level in the CPS system, they must complete the portfolio. These employees will be eligible to complete the portfolio if their 3 years minimum at Level 1 or 2 is private sector or public school experience.
3. The reciprocity is intended to aid in the recruitment and retention of S&RSP.
4. Those entering Level 1 and 2 in the CPS using the reciprocity clause will be required to have a minimum of 3 years at that level before advancement to the next level.

#### G. New hire placement in the Career Pathway System

1. Placement will be based on directly related experience within the same discipline. (For example, if the employee has six completed years of related experience and the appropriate credentials, they will be placed at Level 3, step 7. If the employee has three completed years, they will be placed at Level 2, Step 4. If the employee has fewer than three years of directly related experience they will be placed at Level 1 and the step will

correspond with their completed years in that field.

2. New hires will be placed at their appropriate level and step according to their credentials and experience. Movement to the next CPS level is contingent upon completion of at least three years at the current level of placement and successful completion of a required portfolio.
- H. Placement on career pathway system and teacher salary schedule for individuals moving between job categories
1. General placement when moving between compensation systems
    - a. Placement in the CPS will be based on verified years of experience and credentials.
    - b. Written verification of previous experience is required before any movement to a higher level or higher step may occur.
  2. Career Pathway System to Three-Tiered System
    - a. A licensed employee moving from the Career Pathway into the Three-Tiered Licensure System and onto one of the three teacher salary schedules will be placed on the appropriate schedule in accordance with state statute.
    - b. Individuals considering movement should check with the PED Licensure Unit to determine Licensure Level eligibility prior to exiting the Career Pathway.
  3. Three-Tiered System to Career Pathway System
    - a. Teachers moving over to the CPS may take all years of step experience for placement in the CPS at Level 1.
  4. Movement between employee job groups
    - a. Teacher moving to a Counselor position
      1. A teacher new to a counseling position will be placed on the Career Pathway Level 1
      2. Step placement shall correspond with teaching years.
      3. Teachers who were working on their counselor's credential prior to the full implementation of the CPS (SY 2006-2007) will be placed at their current (teacher) pay level in the CPS. Only those teachers completing their counselor's degree by May, 2009 can benefit from this extension.
    - b. Speech Pathologist moving to a teaching position
      1. Experience as an ALS shall count only for step placement on the SLP pay schedule.
      2. Experience as an ALS may not be used for step placement on any other schedule.
- ~~e. Nursing Credential Required for Movement to Level 3 of the CPS~~
1. ~~Starting in School Year 2008-09, National Board Certification for School Nurses will no longer be used in lieu of an MA degree for the purpose of advancement to Level 3 of the CPS.~~
  2. ~~The last dates in which the national certification will count toward movement to Level 3 will be during the May 15-June 16, 2008 submission period.~~

### **Article 11, PROFESSIONAL DEVELOPMENT**

- A. The Board and Federation recognize that they have a basic responsibility to provide opportunities for the development of those entering the teaching profession and the continual improvement of teachers in the District.
- ~~B. Teachers who have three (3) or more years of continuous service are entitled to apply to the Superintendent requesting exchange teaching. Such exchanges are limited to one (1) year. Salaries are to be paid by the respective districts in which the teachers are regularly employed. The exchange year will be considered as a year of teaching in the District.~~
- C. If the District allocates SIS (Substitute In-Service) to the schools, the principal in collaboration with the faculty will determine the utilization of the SIS days. The utilization of the SIS days shall be equitable and in conformity with guidelines as promulgated by the Superintendent or designee.
- D. Schools may be granted upon request the use of a regular school day for the purpose of in-service programs/training without students in attendance. Such requests may be made when a new program is being implemented, a new school is being opened, or major changes are being planned.
- E. In-service days so identified by the District that have the effect of extending the calendar beyond one hundred eighty-four (184) days shall be paid at the rate of \$18 per hour. Participation for such days shall be voluntary.

### **Article 15, STAFFING**

- A. Pupil-Teacher Ratios
  - 1. In determining pupil-teacher ratio, only classroom teachers shall be counted, except in those cases where other staff members teach part-time. In such cases, that portion of time spent in the classroom shall be counted in determining pupil-teacher ratio.
  - 2. Excluding preparation time, that portion of the time spent outside the classroom by a classroom teacher may not be counted in determining pupil-teacher ratio.
- B. Class Size
  - 1. After the first twenty (20) days of school, enrollment figures for all classes in each school shall be available for Federation review within five (5) school days after such request.
  - 2. Any request made of the Public Education Department for deviation from state class size requirements or approval of a special program shall be made available to the Federation upon request.

*Refer to Appendix B Class Size Requirements on page 71*



3. The number of pupils assigned to a teaching facility shall not exceed the number prescribed by safety regulations or the number of work stations.

C. Daily Teaching Load

1. The daily teaching load per teacher for grades seven through twelve shall not exceed one hundred sixty (160) students except for required English classes which are limited to 150 students per day in grades 9-12 and 135 students per day in grades 6-8.  
*See Appendix B on page 71 for additional information on class loads including individual and average per/class limits.*
2. A waiver to the 160 student per day limit may be requested by the District and granted by the Public Education Department (PED). There are two conditions under which a waiver to the limits established for class sizes and daily teaching loads may be granted.
  - a. Condition 1 - The state superintendent may waive the individual school class load requirements (*see Appendix B page 71*) as established in provisions of state statute. Waivers shall be applied for annually and a waiver shall not be granted for more than two consecutive years. Waivers may only be granted if a school district demonstrates that:
    1. no portable classrooms are available;
    2. no other available sources of funding exist to meet its need for additional classrooms;
    3. the school district is planning alternatives to increase building capacity for implementation within one year; and
    4. the parents of all children affected by the waiver have been notified in writing
      - a.) of the statutory class load requirements;
      - b.) that the school district has made a decision to deviate from these class load requirements;
      - c.) of the school district plan to achieve compliance with the class load requirements.
  - b. Condition 2 - The Public Education Department (PED) may waive the individual class load and teaching load requirements established in state statute upon demonstration of a viable alternative curricular plan (i.e. Block Scheduling) and a finding by the PED that the plan is in the best interest of the school district and that, on an annual basis, the plan has been presented to and is supported by the affected teaching staff. The PED shall evaluate the impact of each alternative curricular plan annually.
3. Teachers not in support of an alternative curricular plan may choose not to waive the statutory class load/teaching load limits by not signing a waiver.

D. Block Scheduling

1. When block scheduling results in the number of students seen by any teacher in a given day exceeds 160, written consent of the teacher(s) affected must be obtained in the form of a signed waiver by the affected teacher(s) which then must be submitted to the PED for approval.
2. Schools on block scheduling should:
  - a. do so with the intent of improving instruction, student achievement, student attendance, and student safety as well as increasing opportunities available for students such as dual enrollment and access to additional electives;
  - b. consider the importance of prior and ongoing professional development opportunities designed to provide staff with the appropriate training to implement block scheduling as well as adjusting planning and preparation strategies for the resulting longer class periods;
  - c. staff in a manner which will result in an adherence to the maximum class load of 160 students seen in any given week by any individual teacher except for required English classes which are limited to 150 students per day/30 per class in grades 9-12 and 135 students per day/27 per class in grades 6-8.

*Refer to Appendix B Class Size Requirements on page 71.*

## Article 17, LEAVES

### A. General Provisions

1. The immediate family of a teacher is the spouse, domestic partner, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, others who reside in the same household with the teacher, or a person in loco parentis.
2. A teacher who believes an improper reduction in pay has been made under Article 17, shall have ten (10) days after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 25.
3. Application for Leave: All leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or supervisor. ~~Extended leaves of more than ten (10) days, with or without pay, will be requested through the Extended Leave Clerk's office in the Department of Human Resources.~~ Extended leaves of more than ten (10) days with or without pay, will be requested, approved or denied through the extended leave clerk's office in the Department of Human Resources.
4. All leave days are based upon the number of hours in the teacher duty day.
5. Inappropriate use of any leave may be cause for disciplinary action.

### B. Assault Leave

1. A teacher shall not be charged for time lost, up to twenty (20) duty days, resulting from physical injuries caused by an assault while carrying on the duties and responsibilities as a teacher. ~~Assault shall mean an intentional act which causes an injury. Any teacher assaulted shall submit a "first report of injury" to the principal, Risk Management, and school police. Any teacher assaulted shall report the incident to the principal immediately. The teacher shall provide Form A, a police report, and medical documentation attesting to the injury to the Leaves Office.~~ In the event more than three (3) days are lost as a result of the assault, the teacher shall submit to the principal a physician's certificate attesting to the injury. The District reserves the right to have the teacher examined by a physician chosen from a panel designated by the District and the Federation to assist the District in determining the teacher's right to receive benefits under this section. Such benefits shall go into effect immediately and remain in effect until such time as it may be determined that the benefits should not have been provided and in which event the teacher shall be deducted sick leave or leave without pay if sick leave has been exhausted.

### C. Bereavement Leave

1. Three (3) days leave with pay will be granted for death in the immediate family of a teacher. If requested by the teacher, two (2) additional days leave with pay will be

granted if the funeral is out of state or requires a round-trip of six hundred (600) miles or more.

2. Bereavement leave is not cumulative nor is it deducted from a teacher's sick leave.
3. If more than six (6) days of bereavement leave are used in any one school year, confirmation of the relationship to the deceased will be required by the extended leaves clerk.

#### D. Court Leave

1. Leave with pay shall be granted to any actively working teacher called to jury duty.
2. Leave with pay will not be granted to a teacher where absence from duty results from said teacher bringing action against the District except on account of physical injuries suffered by the teacher while on duty.
3. Leave will be granted to a teacher to appear in court to assert or protect one's own interest. For this particular leave, a deduction from gross pay shall be made at the degreed substitute rate of pay for each day taken.
4. Leave with pay will be granted to a teacher where absence from duty is required by a lawful subpoena to testify in a court proceeding or in an administrative hearing where the issue does not involve asserting or protecting one's own interest.

#### E. Illness in Immediate Family

1. Up to three (3) days of sick leave may be used by a teacher for each serious illness of a member of that teacher's immediate family or birth of a child of a teacher. Serious illness shall mean an illness where death is probable and may occur, surgery is performed requiring hospitalization, or illness requiring treatment by a physician. Two (2) additional days of sick leave may be used where round trip travel is 600 miles or more.

#### F. Personal Emergency Leave

1. A teacher will be granted up to five (5) days of leave per year to cover situations other than personal illness beyond the control of the teacher which would significantly impair teaching service. Personal emergency leave may not be used for illness/injury, or illness/injury in the immediate family. Deductions from the gross pay of a teacher for this leave shall be made at the degreed substitute rate of pay for each day taken.
2. A teacher may be granted up to five (5) days without pay for business and/or personal reasons having unusual circumstances.

#### G. Religious Leave

1. A teacher will be granted up to two (2) days of leave per year for observance of recognized religious events.
2. Deductions from the gross pay of the teacher for this leave shall be made at the degreed substitute rate of pay for each day taken.
3. An employee may convert one day of sick leave to one day of religious leave during the school year. This leave is not subject to principal approval, however the employee must submit a special leave slip to his or her supervisor at least three (3) days prior to the date the leave will be taken. The employee need not disclose their religious beliefs verbally or in writing.

#### H. Personal Leave

1. One (1) day of leave with pay each year is granted to an employee for personal matters which require the employee's absence during school hours. This leave may be accumulated up to five (5) days, including leave earned under Article 6, A.15.
2. Except in emergency situations, this leave is not subject to principal approval, however the employee must submit a special leave slip to his or her supervisor at least three (3) days prior to the date the leave will be taken. The teacher need not state the reason for taking leave under this section. ~~The teacher need not state the reason for taking leave under this section.~~

#### I. Professional Development Leave

1. Professional leave is provided for professional development, professional organizational activities, and school-related professional activities. A teacher may be granted this leave without loss of pay when (1) serving as a representative of the District or (2) attending

conferences, workshops, meetings, seminars or other activities related to the teacher's assignment.

J. Political Leave

1. Where time spent in a campaign for the purpose of securing a political office will interfere with the duties of a teacher, a leave of absence should be requested in writing by the teacher/candidate. Such leave shall be leave without pay. The District shall give written answer to such request for political leave. This leave of absence shall be arranged for a definite period of campaigning. At the conclusion of the leave, the teacher shall be returned to the former position held immediately prior to the granting of the leave and shall have all benefits accrued as if actively employed.
2. Leave of absence with pay shall be granted for the purpose of holding political office. The teacher/office holder shall request in writing a leave within the framework of this policy and shall receive a written response defining the terms of the leave. The response shall include reinstatement upon termination of the leave and, where applicable, all benefits accrued as if the teacher were actively employed.
  - a. Every effort shall be made to identify an experienced and highly qualified substitute who shall be available on a consistent basis to take over the teaching duties and responsibilities of the teacher while that individual is out on political leave.
  - b. The teacher shall be responsible for meeting with and planning with his/her political leave substitute to ensure the greatest degree of continuity of instruction possible in the absence of the teacher.
3. Leave of absence without pay and accrued benefits shall be granted to teachers who are elected to full-time, salaried positions. Upon termination of the leave of absence, the teacher shall be reinstated in the same or similar position according to the personnel needs of the District.
4. Leave of absence with pay shall be granted to teachers who are elected or appointed to part-time, non-salaried positions. The number of days granted to teachers under this paragraph will be determined by the Superintendent except that teachers elected to the State Legislature will be limited to the number of days for the regular annual session and any special sessions plus ten (10) additional days. Any days granted beyond this number will be without pay. The teacher shall maintain the position in the school system normally held when not serving in political office.
5. Application for such leave shall be made to the Superintendent.

K. Sabbatical Leave

1. Dependent upon the availability of non-District funding, a teacher may be granted sabbatical leave with pay. Such leave may be for one (1) semester or one (1) year.
2. Only those certified teachers who have been actively employed by the District for at least six (6) continuous contract years preceding the granting of this leave are eligible.
3. Sabbatical leave shall be granted only upon agreement by the teacher to return to the school system for at least two (2) years following the leave or repayment to the District of the salary received during the period of leave. A surety bond, or other collateral acceptable to the Board, must be provided by the teacher as a condition of leave award.
4. The teacher shall be guaranteed an equivalent position upon return to the school system.
5. The teacher may continue participation in the educational retirement plan by making appropriate contributions as agreed by the District and the Educational Retirement Board.
6. A joint committee consisting of two (2) teachers appointed by the Federation and two (2) persons appointed by the Superintendent shall screen candidates and submit the approved applicants for sabbatical leave to the Superintendent for final recommendation to the Board. The recommendation to the Board shall include any additional guidelines, including the amount of payment, for the sabbatical leave.
7. Request for sabbatical leave must be submitted no later than March 1.

L. Sick Leave

1. All active employees on schedules AT-1, AT-2, AT-3, A-2 A-3 and A-4 will be credited with accrued paid sick leave at the start of the contract year as follows:

- a. ~~Those employed for one hundred eighty-three (183) days—10 days, based on the formula  $(183 \times 6.50 \times .055) = 65.10$  hours per year, accumulating up to 1300 work hours.~~
  - b. ~~(\* Will restart numbering a-e)~~ Those employed for one hundred eighty-four (184) days – 10 days, based on the formula  $(184 \times 6.50 \times .055) = 65.52$  hours per year, accumulating up to 1300 work hours.
  - c. Those employed for two hundred and eight (208) days – 12 days, based on the formula
    1.  $(208 \times 8.0 \times .055) = 91.52$  hours per year, accumulating up to 1300 work hours.
  - d. Earned sick leave will be prorated for late hires, mid-year contract changes, leaves of absence, retirees and terminations.
  - e. Earned sick leave benefits may be used provided the teacher is on paid duty status.
  - f. In the event a teacher uses an amount of sick leave that exceeds the amount ~~accumulated~~, credited at the start of the contract year or the amount of sick leave ~~accumulated~~, the teacher will be docked ~~one 1/183 (or 1/184 or 1/208, as applicable)~~ of salary for each day taken, except as provided for in paragraph M.
2. ~~Accrued sick leave with pay from previous years will be made available to employees the next contract year. Sick leave with pay will be made available to teachers who are returning to the District from the prior year or from authorized leave and are unable to report to work by reason of illness at the beginning of the school year.~~
  3. General Provisions
    - a. A physician's certificate may be required when a teacher is:
      1. Absent for four (4) or more consecutive days;
      2. Absent both on a Friday and the following Monday.
    - b. When a teacher is absent due to injury (incurred during the course of employment or related thereto), the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the teacher's regular pay shall be paid by the District from accrued sick leave benefits. The first seven (7) days of absences due to injury shall not be subject to this provision.
    - c. In case of illness which exceeds ten (10) consecutive work days, the teacher must submit a written notice to the Department of Human Resources stating the probable date of return together with a verifying physician's statement. Before returning, such teacher must submit a physician's release (APS Return to Work Certificate).
    - d. Teachers who have been off work for any medical reason for more than ten (10) consecutive workdays may be required to have an evaluation by a treating physician.
    - e. Earned sick leave benefits may be used provided the teacher is on paid duty status.
    - f. Teachers may use during the school year an amount of sick leave that will equate with the total number of hours earned per year prior to actually earning the sick leave hours each month. In the event a teacher uses an amount of sick leave that exceeds the total earned for an entire year or terminates within the year, the teacher will be docked one 1/183 (or 1/184 or 1/208, as applicable) of salary for each day taken except as provided for in paragraph M.

#### M. Sick Leave Bank

The District and the Federation recognize the need for an available pool of sick leave days upon which eligible teachers having experienced benefit eligible catastrophic illnesses or injuries may draw. To this end, the District and the Federation have established a self-funded Sick Leave Bank. All claims are subject to approval of the Sick Leave Bank Committee. Intermittent leave will be addressed according to FMLA law.

##### 1. Eligibility

To be eligible for participation in the Sick Leave Bank (SLB), a teacher must voluntarily contribute each pay period, through payroll deduction, a sum which is designated by the joint Sick Leave Bank Committee. All money contributed to the SLB is nonrefundable. If at any time the District and the Federation agree that the Sick Leave Bank is not solvent, the joint committee will decide how any money remaining in the bank will be distributed.

2. Membership

Any teacher shall be afforded the opportunity to participate within sixty (60) days after beginning employment or within sixty (60) days of the beginning of any succeeding school year. Part-time teachers shall be eligible for benefits on a pro-rata basis. Once enrolled, membership will be for an entire school year. A request to withdraw from participation in the bank must be submitted to the SLB Committee within ten (10) workdays of the first teacher workday of the following contract year or during the open enrollment period during the month of September, ~~effective October 1.~~

3. Administration

The SLB Committee shall consist of one (1) member appointed by each of the three participating bargaining units and District personnel for consultation as necessary. ~~Upon exhaustion of all accrued leave,~~ An eligible teacher may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee. Guidelines may include a minimum number of days which must be accrued before SLB coverage begins. Applications to the Committee shall be in writing and be accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. The SLB Committee will review all applications for withdrawal of days. The decision of the Committee shall be final and not subject to the grievance procedure. The Committee shall submit an operation report to the District and the Federation on an annual basis.

4. Other Conditions

Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement. Teachers on leave of absence are not eligible to ~~access benefits~~ participate in the bank. ~~Employees on a leave of absence are not eligible to enroll in the sick leave bank until reinstated to active status.~~

N. Military Leave

1. Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time or war or emergency, will be eligible for re-assignment to the position they vacated prior to taking military leave after completing duty, provided:
  - a. They provide written or verbal notice of their orders to their supervisor/Department of Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
  - b. They satisfactorily complete duty of five (5) ~~cumulative~~ years or less;
  - c. They begin duty directly from employment with APS; and
  - d. They apply for and are available for re-employment as follows:
    1. Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
    2. 31 to 180 days: No later than 14 days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
    3. 181 days or more: No later than 90 days after completion of duty.
    4. Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.
2. Performing duty, voluntarily or involuntarily, includes:

Active duty, active duty for training, and initial active duty for training; Inactive duty training; Full-time National Guard duty; Absence from work for an examination to determine a person's fitness for any of the above types of duty; Funeral honors duty performed by National Guard or reserve members; and Duty performed by intermittent



- disaster response personnel for the Public Health Service, and approved training to prepare for such service.
3. Employees who serve in U.S. military organizations will be paid for up to 15 days per fiscal year, for active duty, active duty training, and inactive duty training. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. Peace Corps leave without pay up to five (5) **cumulative** years shall be granted to a teacher who volunteers for service to the United States Peace Corps.
  4. Teachers on leave for military or Peace Corps service shall be granted any improvement in salary or other terms and conditions of employment which would have accrued to them had they remained in active service with the District, provided such teachers seek reinstatement with the District within thirty (30) days following discharge from the military service or upon release from Peace Corps service.
- O. Extended Leaves of Absence Without Pay
1. Unless otherwise stated herein, an extended leave of absence without pay may be granted to teachers for a period of up to one (1) year.
  2. Extended leaves of absence without pay may be granted for:
    - a. Advanced Study: A teacher who has been employed under the terms of this Agreement by the District for three (3) continuous contract years or more immediately preceding the granting of this leave is eligible for advanced study leave for up to one (1) year. Prior to returning to employment, the teacher must provide verification of advanced study by submitting to the Department of Human Resources either:
      1. An official transcript indicating the earning of no less than six (6) semester hours per semester or fifteen (15) semester hours for one (1) year, or equivalent, whichever is appropriate; or
      2. Written record from the teacher's supervisory professor(s) stating that activities have occurred substantially equivalent to the O. 2. a. 1. requirement.
      3. An advanced study leave may be renewed for up to one (1) additional year provided all requirements are met for each year of leave.
      4. Teachers returning from advanced study leave who have completed an approved program of studies resulting in their obtaining an additional certification/endorsement shall be granted credit for salary schedule advancement as if the teacher had been actively employed. The Superintendent must approve the program of studies prior to the granting of the leave. The program of studies must be related to the subject matter being taught by the teacher or to be taught by the teacher. A statement as to how the advanced study leave is expected to enhance the teacher's abilities to teach may be requested by the Superintendent prior to the granting of the leave. Except in unusual circumstances, as determined by the District, application for this leave must be submitted thirty (30) days in advance.
    - b. Parental Leave: A parental leave of absence for up to one (1) year shall be granted upon request to a teacher for the purpose of childbearing and/or child rearing as follows:
      1. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said teacher shall notify the Department of Human Resources in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. Such notice will include either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her contractual duties. If not on parental leave of absence,

any portion of a teacher's absence from work because of a medical disability connected with or resulting from her pregnancy may be charged to her available sick leave.

2. A male teacher shall be entitled upon request and verification of birth date to a leave to begin at any time between the birth of his child and one (1) year thereafter.
  3. A teacher adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary in order to fulfill the requirement of adoption.
- c. Leave for Illness in Immediate Family: Leave shall be granted for the purpose of caring for a sick member of a teacher's immediate family for up to one (1) year. Such request must be accompanied by a verifying physician's statement.
  - d. Extended Sick Leave: A teacher who is unable to teach because of personal illness or disability and who has exhausted all available sick leave shall be granted leave for up to one (1) year. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. If the leave was granted as a result of a work related injury the employee may request and shall be granted a one (1) year extension of this leave. Before returning, such teacher must submit a physician's release.
  - e. Extended Personal Leave: Leave without pay for up to one (1) year may be granted to a teacher provided said teacher has been actively employed for five (5) continuous contract years preceding the granting of this leave and has not been granted an extended part-time leave within that period. Application for said leave shall include a statement indicating the purpose of the leave and shall be submitted, except in unusual circumstances, as determined by the District, thirty (30) days prior to the date the leave is to commence.
  - f. Extended Part-time Leave: Teachers who have been employed by the District in a full-time capacity for five (5) continuous contract years prior to granting this leave, may be granted leave to work less than full-time for up to one (1) school year. Application for such leave shall follow the same guidelines as outlined in O, 2.e. above, and all general provisions applying to other extended leaves will apply except that time spent on a part-time leave shall be counted for seniority purpose. This language shall not apply to teachers who change from full-time to part-time status without benefit of a leave.
  - ~~g. Charter School Leave: Leave to teach at a charter school shall be granted as required by, and in accordance with the 1999 Charter Schools Act.~~
3. General Provisions
    - a. A teacher returning to duty from an extended leave shall be reassigned to the original teaching position or, if that position is no longer available, to a substantially equivalent position to that held by the teacher at the commencement of the leave.
    - b. A teacher returning from an extended leave must file an intent to return to the school system no later than March 1. Failure to do so will be considered a resignation on the part of the teacher effective at the conclusion of the leave or the school year, whichever comes first.
    - c. All requests for extended leaves of absence shall be submitted to the Extended Leave Clerk's office in the Department of Human Resources.
    - d. Time spent on extended leaves of absence will not be counted for seniority purposes.
    - e. Extended leaves of absence will not be denied because of length of service except as provided herein. Time spent on extended leaves of absence shall not be considered a break in continuous service.

*Refer to Appendix C Leaves of Absence on pages 72-74*



## Article 25, GRIEVANCE PROCEDURES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. All grievances shall be processed as provided herein.
- B. A grievance shall mean an allegation by a teacher, a group of teachers with the same grievance or the Federation that there has been a violation of any provision(s) of this Agreement.
  - 1. The term "workday" when used in this Article shall mean working school days. During the summer months, "workday" shall be defined as Monday through Friday excluding Independence Day.
  - 2. The "aggrieved party" shall mean a teacher or a group of teachers in the bargaining unit or the Federation.
- C. No grievance shall be initiated at Level One unless it has been discussed by the aggrieved party with the immediate supervisor prior to filing. No grievance shall be initiated at Level Two unless it has been discussed by the aggrieved party and/or the aggrieved party's Federation representative with the Office of Labor Relations.
- D. A grievance shall be filed at Level One if the remedy sought is within the authority of the principal. If it is a remedy on which the principal has no authority, it shall be filed at Level Two.
- E. The District and the Federation agree that these proceedings and all information relating to a grievance will be kept informal and confidential.
- F. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximums, and every effort shall be made to proceed as quickly as possible.
  - 1. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
  - 2. The aggrieved must file a written grievance within ~~ten (10)~~ **fifteen (15)** workdays of the act or discovery of the act that caused the grievance.
  - 3. Failure to file the grievance within time limits specified shall result in the dismissal of the issues.
  - 4. Failure to submit the decision in writing within ~~ten (10)~~ **fifteen (15)** workdays will cause the grievance to proceed automatically to the next level.
- G. If a grievance affects a group of teachers at two (2) or more work locations, the Federation must file a written grievance within ~~fifteen (15)~~ **twenty (20)** workdays on behalf of the teachers affected directly to the Office of Labor Relations. The Federation shall identify the teachers and work locations and submit the names of teachers where feasible.
- H. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participants in a file maintained by the Office of Labor Relations. No reprisal shall be taken by the Board or any member of the administration against any teacher participating in the processing of a grievance.
- I. The parties shall develop all forms to be used in grievance processing. All grievances and appeals of such must be filed on appropriate forms as provided by the Office of Labor Relations.

- J. The District agrees to make available to the aggrieved party and representative all pertinent information, not privileged, in its possession or control which is relevant to the issues raised by the grievance.
- K. Leave with pay will be granted to a teacher whose absence from duty is required by the parties to the grievance as part of a grievance meeting. The Office of Labor Relations shall notify the principal(s) of the teacher(s) designated to appear at such meeting.
- L. Nothing contained herein shall limit the right of any teacher to process a grievance as an individual.
- M. The interpretation of conflict, as provided in Article I, B.2., shall be subject to the grievance process at Level Two.
- N. Any grievance decision shall be provided to the Federation at the time of the decision.
- O. Level One
  - 1. The aggrieved party shall submit the grievance in writing to the teacher's immediate supervisor. The immediate supervisor shall, within ~~ten (10)~~ fifteen (15) workdays after presentation of the grievance in writing by the aggrieved, submit to the aggrieved the immediate supervisor's decision in writing.
  - 2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within ~~ten (10)~~ fifteen (15) workdays of receipt of the decision by filing said appeal with the Office of Labor Relations.
  - 3. Failure to appeal the grievance within ~~ten (10)~~ fifteen (15) workdays after receipt of the response shall result in dismissal of the grievance.
  - 4. In the event a teacher believes it to be necessary to have a Federation representative present at a Level One grievance meeting, such request shall be made in advance and through the Office of Labor Relations. The request will be honored upon notification to the immediate supervisor.
- P. Level Two
  - 1. The Superintendent or designee shall meet with the aggrieved and/or representative of the Federation within ~~ten (10)~~ fifteen (15) workdays after receipt of the appeal of the Level One decision by the Office of Labor Relations in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony and call witnesses.
  - 2. The Superintendent or designee shall, within ~~ten (10)~~ fifteen (15) workdays after such meeting provided above, render the decision in writing setting forth the decision and reason(s) therefore and shall transmit same to all parties.
  - 3. If the Federation and the aggrieved party are not satisfied with the disposition of the grievance, the aggrieved party may appeal the grievance to Level Three. Failure to appeal the grievance within fifteen (15) workdays after receipt of the response to Level Two shall result in dismissal of the grievance.
- Q. Level Three
  - 1. A grievance appealed to this level shall be heard by an Arbitrator who shall be selected as follows: The parties may mutually agree upon an Arbitrator. Alternatively, the parties may jointly request a list of Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties will strive to mutually agree upon an Arbitrator from that list. If the parties cannot agree, the parties will follow the FMCS arbitrator selection procedures.
  - 2. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent non-privileged information in their possession or control which is relevant to the issues raised by the grievance.
  - 3. The Arbitrator may establish the rules of procedure and, at the Arbitrator's discretion, may require the parties or witnesses to testify under oath or, upon demand of either party, shall require the parties or witnesses to testify under oath.
  - 4. The Arbitrator's report shall be prepared and submitted in writing only to the District and aggrieved, within thirty (30) calendar days after the first meeting, and shall set forth the

- findings of the fact, rationale, conclusions, and the determination on the issues submitted. The determination shall be consistent with law and with the terms of this Agreement.
5. The Arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
  6. The determination of the Arbitrator on matters set forth in this Agreement shall be final and binding.
  7. The determination of the Arbitrator shall be acted upon within thirty (30) calendar days.
  8. The cost for the service of the Arbitrator shall be shared equally by the District and the aggrieved. Unless the aggrieved party is represented by the Federation, the District may require that the aggrieved party post the party's share of the expenses in advance of the hearing.