

**Addendum to  
the  
Negotiated Agreement  
Between the  
Albuquerque Municipal  
School District Number  
12  
and the  
Albuquerque Teachers  
Federation  
2006-2007 Addendum**

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# PREAMBLE

The District and the Federation share the belief that providing a high-quality education for the children of Albuquerque is the paramount objective of the District.

Both parties affirm that all educational programs must be sensitive to the needs and aspirations of students. We believe that all students can learn and we have a responsibility to educate all of them well. Student success must not be predictable by a student's circumstances, background, race or socioeconomic status.

We believe that a collaborative partnership between the District and the Federation embodies the notion that an educational system based on the involvement of teachers in the decision-making process will lead to the highest quality of education, enhance the practice of teaching and foster human dignity for all at the school site. Furthermore, the parties believe that by working together, an atmosphere which promotes professional growth will be established.

To meet the objective above and formally establish a collaborative partnership that redefines and improves upon its collective bargaining relationship, the Federation and the District agree to the Living Contract, a concept and a process that will allow the parties to collaborate in addressing the following issues:

- Policy matters that affect teaching and learning
- District-wide matters that affect teachers, students and the community
- Instructional and curriculum issues
- Teaching and learning issues
- Long-term planning

The living contract agreement is essential to furthering the desired partnership between the District and the Federation. Working in partnership makes it possible to address challenges that individual entities could not effectively address through separate efforts. Quality partnerships can be recognized by the following characteristics:

- Partners make a formal, sustained commitment to accomplish a shared mission.
- Partners recognize and respect each partner's responsibilities and constraints.
- Partners work to know and acknowledge each other's strengths and interests.
- Partners recognize and respect each other as separate entities, with differing cultures, values and communication styles.
- Partners enhance trust by sharing knowledge, disclosing self-interest and attempting to satisfy the needs of each partner.
- Partners affirm the shared vision of the partnership by keeping others informed of related activities that affect the partners.
- Partners identify specific goals so all partners can work effectively.
- Partners make decisions collaboratively and support those decisions within the partner organizations.
- Partners specify what each entity is expected to contribute to the partnership.
- Partners commit the resources – human, financial, and physical – necessary to accomplish the shared mission.
- Partners alter organizational policies and procedures to the best of their ability to help effectuate recommendations made by the partnership.
- Partners make the collaborative effort visible, when appropriate publicizing and promoting results.
- Partners periodically reassess the mission and progress toward accomplishing it.

Attaining the educational goals of the Albuquerque Public Schools requires mutual understanding and cooperation between the District and the Federation. To this end, good-faith negotiations between the District and the Federation with a free and open exchange of views are desirable.

Change requires intensive, carefully planned, and skillfully executed implementation. We acknowledge that strong, consistent leadership, trusting collaboration, system-wide communication, quality teaching and high teacher morale promote positive learning environments for students.

As part of its collective bargaining relationship and partnership, the Albuquerque Teachers Federation and Albuquerque Public Schools agree to the following:

- A. The purpose of the Living Contract is to enable the parties to respond more quickly to issues that demand immediate attention while working within the framework of collective bargaining. The Living Contract is not a document, but rather a process that may result in written agreements.
- B. Pursuant to this Preamble, the parties agree to establish a joint committee(s) to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall system operations.
- C. The District and the Federation are committed to supporting the Living Contract and have established the following joint goals:
  - o Maintain open lines of communication between the District and the Federation;
  - o Conduct on-going negotiations as timely problem solving;
  - o View collective bargaining as collaboration;
  - o Provide flexibility in dealing with issues as they arise.
- D. Nothing herein shall be deemed to impair the authority of the Superintendent, or preclude the Superintendent from consulting informally with members of the bargaining unit.

The parties agree to establish three (3) joint committees. The overall charge of each committee is summarized as follows:

- o **Living Contract Committee**  
Policy/District-wide issues, instructional issues, long-term planning
- o **Supporting Quality Teachers (SQT) Team**  
Teaching and learning issues
- o **Contract Administration Committee/Negotiations**  
Dispute resolution, contract implementation, working conditions, interim negotiations

In addition, the joint committee(s) may:

- 1) Set up temporary sub-committees, task forces or design teams to address particular issues;
- 2) Recommend revisions to the Negotiated Agreement to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language and organize and streamline it;
- 3) Train District and Federation staff regarding the Agreement and best practices with respect thereto; and
- 4) Recommend joint communications to clarify particular issues.

# 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 15th day of August, 2005.

## 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 A-1, A-2, A-3, AT-1 and AT-2, 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 on February 20, 1996, 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 strategic 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.
  5. The District and the Federation agree to support the work of the Professional Standards Council (PSC) which is a collaborative effort to improve the teaching and learning process in the Albuquerque Public Schools. The PSC is designed to include an equal number of members selected respectively by the Department of Human Resources and the Federation. The PSC shall review issues relating to the criteria used to hire and assign licensed personnel to specific jobs within the District. Meeting schedules shall be determined by the PSC. Issues may be brought to the attention of the PSC by the District or the Federation.
- E. Non-traditional Schools
- The Federation and the Board agree to 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: Learning Schools, Year Round Schools, Professional Development Schools, Magnet Schools and Family Schools.

## **Article 2, FEDERATION RIGHTS**

### **A. Recognition Rights**

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 meetings and new teacher orientation.
3. The Federation has the right to use the interschool mail service and school bulletin boards. 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 or any other teacher organization 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 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 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 teachers 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 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 President and Federation employees leave without pay during term of office. This leave may be terminated at the end of a semester. Upon return from such leave, the President and/or 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 the following information by the Office of Labor Relations:
  - a. each month the monthly financial budget and cash report following distribution 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, social security and employee numbers, work location, salary, degree status, gender, assignment and/or job title, membership status, total years in teaching, total years in APS, and date of hire;
  - 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 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.
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 3, MANAGEMENT RIGHTS**

The management of all schools, instructional programs and facilities is the responsibility of District administrators as provided in Board policy. The District retains all rights not specifically restricted by this Agreement.

**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, 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 rate of pay for said teacher.

3. 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.
  4. 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.
  5. There shall be three (3) categories of employment:
    - a. full-time teachers;
    - b. part-time teachers;
    - c. short-term teachers;
  6. A full-time teacher shall be a teacher employed to teach a full teaching day for an entire school year.
  7. 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.
  8. 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 a District teaching position by an authorized 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.
  9. 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.
  10. All teachers are reemployed for the next school year unless notified at least 15 workdays prior to the last day of the school year.
  11. In order to qualify and be employed in an evaluation specialist 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 evaluation specialist or school psychologist.
  12. All evaluation specialists 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 A-1, AT-1 and AT-2 salary schedules, the work year shall consist of one hundred eighty-three (183) workdays. For employees on the A-2 Salary Schedule, the work year shall consist of one hundred eighty-two (182) workdays. For employees on the A-3 Salary Schedule, 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 evaluation specialist and

the evaluation specialist'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. Teachers who wish to substitute on their non-scheduled workdays shall have the option to do so providing they inform Substitute Services by August 1 of each school year of their intent.

#### C. Duty Day

1. For employees on the A-1, AT-1, AT-2 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 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 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 an additional thirteen (13) hours annually for staff development activities collaboratively planned through the Instructional Council. Any district-mandated training will be included in these hours.
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.
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 open house. Teachers unable to attend shall give reasonable notice of their intended absence to their immediate supervisor and affected parents.

*Refer to Appendix E on page 54*

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 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.
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, A-1 and A-2 shall have within the duty week a minimum of 200 minutes for preparation and planning:
  - a. Elementary
    1. Teachers shall have all modified Wednesdays for use as preparation free from specific duty assignments. In addition, teachers shall have available for preparation time that time during which a teacher's class is receiving physical education instruction. Preparation time shall be in 15-minute block minimums.
    2. In schools that are not on the modified Wednesday schedule, teachers shall have a minimum of 200 minutes for preparation each week, free from specific duty assignments. In addition, teachers shall have available for preparation time that time during which a teacher's class is receiving physical education instruction. Preparation time shall be in 15-minute block minimums.
    3. 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 for 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 Union.
  - b. Middle and High School
    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 400 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. Individual preparation time shall be considered separate and exclusive from collaboration time.

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.
- G. 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.
- H. 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.
- I. 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 OMR sheets shall not be required to return completed sheets to the school administrator in fewer than three (3) workdays after the nine week grading period ends or three (3) workdays after distribution, whichever is later, except at the end of the school year. Teachers shall return OMR sheets on the last day of school unless they have made arrangements with the school administration to return them at a later date.

J. Equipment

1. Basic equipment for a teacher shall include a teacher's desk and chair, a secure file cabinet and a bookshelf.
2. Basic equipment for an evaluation specialist shall include a desk, a table, two chairs, a secure file cabinet, a bookshelf, access to school phones and access to District computers.

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

A. Salaries

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

*Refer to Appendix A on pages 43-47*

2. Credit on the salary schedule shall be given for all years of qualified in-district experience and up to ten (10) years credit for qualified out-of-district experience, up to ten (10) years.
3. For teachers, 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. Teachers will also be granted credit for qualified experience as a principal, an assistant principal, head of school, and/or other position(s) that require an education license.
  - a. Article 6.A.2.a. 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 evaluation specialists, 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 evaluation specialist, transition specialist and/or licensed school psychologist.
  - a. Article 6, A.2.b. shall not be applicable to out-of-district experience earned by 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 shall be given for additional certified employment experience within the District. One (1) year of credit shall be given for every three (3) years of any additional certified employment within the District. One year of additional certified employment within the District is designated as at least eight hundred (800) hours of verifiable certified employment experience within the District. Hours of experience in different school years may not be totaled for experience.
  - d. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the employee.
5. 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.
6. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Teacher, librarian and counselor positions for summer school will be paid at the rate of \$20.00 per hour.
  - f. 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.
  - g. An evaluation specialist or school psychologist performing evaluations outside of the school work year shall be paid at the following rate: \$210.00 per evaluation, \$275.00 per bilingual evaluation and \$35.00 per no show.
7. 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.
  8. All teachers working an entire school year will be paid according to contract in twenty-six (26) equal installments on specified calendar dates. If a pay date falls on a weekend, holiday, or vacation day, the pay date shall be the last working day prior to the holiday, vacation day or weekend. 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.
  9. 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.
  10. 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 rate of thirty cents (\$.30) per mile.
  11. 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.
12. 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.
13. 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 16, paragraph H.1.
- B. Payroll Deductions**
- 1. Teachers may authorize a payroll deduction for Union 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. 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-three (183) days of service shall receive a pay differential prorated at one one-hundred eighty-third (1/183) 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 and the APS/ATF Memorandum of Understanding. JROTC Instructor salaries shall not be reduced during the school year as a result of an increase in military retirement benefits.
- Refer to Appendix J on page 62*
- 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. 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 of \$2500.
- c. The number of differentials authorized for providing services at the school shall be determined by the total LEP population of the school and by the Alternative Language Service program need as reported by the principal using the following criteria:
  - 1. Teachers must possess a current endorsement (teachers on waiver do not qualify for the differential).
  - 2. Teachers must provide services in a District designated Bilingual and/or ESL program, including pre-kindergarten programs.
  - 3. 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 15. 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.
- 4. 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. For school year 2005-06, the differential value is \$4,748. Should the state discontinue funding this differential, Board certified teachers shall receive a differential of \$2,000 as long as the certificate is held.

*Refer to Appendix F on page 55*

- 5. High School Team Leaders (Department Heads):
  - a. Team Leaders in the eleven (11) senior high schools, Career Enrichment Center, Evening School, and New Futures School shall receive a differential according to the following:
    - 1) 6-15 teachers on teams \$1,592.
    - 2) 16 or more teachers on teams \$1,754.
  - b. Election/Selection Procedure  
Election/Selection procedures for choosing Team Leaders, including a procedure for resolving tie votes, will be agreed upon by team members 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 Team Leaders in one of the following manners:
    - 1) Team Leaders shall be elected by team members.
    - 2) Team members shall select two (2) or more persons and submit names to principal who shall choose a Team Leader from that list.
  - c. Term of Office  
The Team Leaders shall serve for a period of two (2) years. 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.
- 6. Middle School Team Leaders (Department Heads):
  - a. Team Leader differentials in the middle schools shall be allocated in the following manner:
    - 1) Student enrollment 800 or less - Four (4) differentials
    - 2) Student enrollment over 800 - Five (5) differentials.
  - b. Each person so designated shall receive a differential of \$1,481.
  - c. Election/Selection Procedure  
Election/Selection procedures for choosing Team Leaders, including a procedure for resolving tie votes, will be agreed upon by team members 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 Team Leaders in one of the following manners:
    - 1) Team Leaders shall be elected by team members.

- 2) Team members shall select two (2) or more persons and submit names to principal who shall choose a Team Leader from that list.
- d. Term of Office
 

The Team Leaders shall serve for a period of two (2) years. 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.
7. Elementary Team Leaders - There shall be a collaborative effort between administration and certified staff at each school site to establish from one (1) to eight (8) 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 of all certified teaching staff.
  - a. Term: Positions shall be for a term of one (1) year. 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. Teachers may be reelected to a Team Leader position for more than one year.
  - b. Election of Team Leaders: Team Leaders must be members of the certified teaching staff. They shall be elected by all certified members of the teaching staff annually in a secret ballot election. 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. Results of the election shall be reported to the Department of Human Resources no later than October 1 of each school year.
  - c. Differential: The sum of \$7,350 will be allocated to each elementary school site to be used as payment for differentials.
8. Special Education Team Leaders (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 - \$1,592
    - 2) Teams with 16 or more members - \$1,754
  - b. Special education numerical guidelines may be waived by mutual agreement of both parties in cases of verified need.
  - c. Election/Selection Procedure
 

Election/Selection procedures for choosing Team Leaders, including a procedure for resolving tie votes, will be agreed upon by team members 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 Team Leaders in one of the following manners:

    - 1) Team Leaders shall be elected by team members.
    - 2) Team members shall select two (2) or more persons and submit names to principal who shall choose a Team Leader from that list.
  - d. Term of Office
 

The Team Leaders shall serve for a period of two (2) years. 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.
9. Literacy, Math, Early Childhood Leaders
  - a. The decision concerning which differentials will be assigned at each elementary school shall be collaboratively decided through the instructional council.
  - b. Literacy and math leaders are elected by the staff at large and serve for two years.
  - c. Compensation for Literacy, Math, and Early Childhood Leaders shall be as follows:
    - 1) \$4,800 allocated to each elementary school for three (3) differentials. One (1) allocation shall be used for a Literacy Leader, one (1) allocation shall be used for a Math Leader, and the third allocation may be used for either a Literacy Leader, Math Leader or Early Childhood Leader.

- 2) \$3,200 allocated to each middle and high school for one (1) literacy leader and one (1) math leader.
- 3) The pay for each differential assignment is \$1,600.

*Refer to Appendix G on page 56*

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

Head Football .....	\$4,956
Assistant Football .....	\$3,054
Head Basketball .....	\$4,078
Assistant Basketball .....	\$2,603
Head Track .....	\$3,225
Assistant Track .....	\$2,079
Head Tennis .....	\$2,079
Head Golf .....	\$2,079
Head Wrestling .....	\$3,225
Assistant Wrestling .....	\$2,079
Head Baseball/Softball .....	\$3,225
Assistant Baseball/Softball .....	\$2,079
Head Volleyball .....	\$3,165
Assistant Volleyball .....	\$2,079
Head Soccer .....	\$2,629
Assistant Soccer .....	\$2,079
Head Cross Country .....	\$3,165
Head Swimming .....	\$3,165
Athletic Trainer .....	\$5,538
Athletic Director.....	\$3,287

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

<u>Head Coaching</u>	<u>6-10 Years</u>	<u>11 years and over</u>
<u>Assignment</u>	<u>experience</u>	<u>experience</u>
Football	+ \$286	+ \$572
Basketball	+ \$286	+ \$572
Track	+ \$286	+ \$572
Wrestling	+ \$286	+ \$572
Volleyball	+ \$286	+ \$572
Baseball/Softball	+ \$286	+ \$572
Swimming	+ \$286	+ \$572
Cross Country	+ \$286	+ \$572
Tennis	+ \$286	+ \$572
Golf	+ \$286	+ \$572
Soccer	+ \$286	+ \$572
Athletic Trainer	+ \$286	+ \$572
Athletic Director	+ \$286	+ \$572

12. Middle schools shall be provided, at \$1,491 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.

13. Teachers in senior high schools shall receive a differential for completion of the following assignments:

Dance .....	\$1,785
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Speech Director .....	\$2,616
Speech Assistant Director * .....	\$1,785
Drama Director .....	\$2,666
Drama Assistant Director * .....	\$1,856
Band Director .....	\$3,164
Band Assistant Director * .....	\$2,292
Orchestra Director .....	\$1,474
Chorus Director .....	\$3,164
Chorus Assistant Director * .....	\$2,292
Annual .....	\$1,996
Newspaper .....	\$1,474
Drill Team .....	\$1,474
Cheerleader "A" .....	\$1,549
Cheerleader "B" .....	\$1,284

\* Not a District funded position

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

	<u>6-10 Years</u>	<u>11 years and over</u>
<u>Assignment</u>	<u>Experience</u>	<u>experience</u>
Speech Director	+ 286	+ 572
Drama Director	+ 286	+ 572
Annual	+ 286	+ 572
Newspaper	+ 286	+ 572
Band Director	+ 286	+ 572
Dance	+ 286	+ 572
Chorus Director	+ 286	+ 572
Orchestra Director	+ 286	+ 572
Drill Team	+ 286	+ 572
Cheerleader "A"	+ 286	+ 572
Cheerleader "B"	+ 286	+ 572

15. 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 \$1,187 for each activity except band and chorus which shall be \$1,410. Schools having band, orchestra and chorus programs shall provide the full differential for those activities as described in the Instructional Procedural Directive.

16. Intensive Support Programs within Special Education programs shall be provided one (1) differential of \$1,379 for the coordination of the extramural Special Olympics.

17. A differential of \$3,857 will be provided to each high school MESA program director. A differential of \$1,641 will be provided to each middle school MESA program leader.

## **Article 7, INSTRUCTIONAL COUNCILS (ICs)**

The District and the Federation agree to support the work of each school's instructional Council (IC). ICs are established as part of a collaborative effort to improve and support the teaching and learning process in the Albuquerque Public Schools. It is the intent of the District and the Federation to allow the individuals on each council to use their collective expertise and experience concerning their site and community to address school issues that fall within the scope of instructional improvement. The following requirements and recommendations set limited parameters.

1. The IC includes the Principal, a Federation representative selected by Federation members at the school, teachers elected by teachers, and parents representative of the school parent body recognized by the school, and may include representatives of other bargaining units as defined in

their respective negotiated agreements, and any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.

2. Teachers shall comprise at least fifty percent (50%) of the IC.
3. Meetings shall be open to any member of the school staff or school community.
4. The IC shall comply with Negotiated Agreements, Board policies, District procedures/directives, New Mexico laws/regulations and Federal laws/regulations when addressing issues. Issues shall be addressed in a collaborative manner.
5. Specific structure and protocol for the IC shall be developed by the IC and published for the school community.
6. If a decision concerning an issue cannot be reached, and a decision must be made because the issue at hand is time sensitive, then the IC will defer to the principal.
7. IC members have certain obligations, rights and responsibilities of membership, including attending and actively participating on the IC; reaching out to the diversity of the represented group to hear their opinions and ideas; communicating those opinions to the IC; supporting goals and strategies to implement the school's Educational Plan for Student Success (EPSS); checking with supportive documents such as Board Policy and the Negotiated Agreement; and collectively supporting the school improvement process.
8. IC Development. IC members should receive training to build capacity of the group in the concepts and skills of joint problem solving, team building and teamwork, parental involvement and decision making.
9. ICs may desire team facilitation or development services from time to time and may access joint training and facilitation support services from the Federation and the District. Requests for training and/or facilitation support services shall be made by the Chairperson of the IC to the District's Labor Relations Director and/or the Federation President.

Note: The term "Instructional Council" is a generic term for all leadership/management teams at a school. Individual sites may choose different titles for their Instructional Council.

### **Instructional Councils: Process and Content**

The Instructional Council is concerned with both process and content. The *process* will be similar at all sites. It is collaboration among stakeholders working together to develop common visions for their sites. The *content* or issues addressed by each IC will vary in nature. What may be an instructional priority for one school community may not be for another.

There are two strategies usually associated with this process: site based management and shared decision-making. These strategies are dependent upon collaboration and *consensus* building. For shared decision making to work, the issues to be decided must be meaningful and not merely symbolic. Important decisions must be reached in a collaborative manner. Participants can readily discern the difference between involvement and influence. Without experiencing influence, participants may soon choose not to be involved.

IC's are empowered to address school issues that fall within the scope of instructional improvement.

### **Instructional Councils: Decision-Making Processes**

Consensus Decision-Making: The primary decision-making model is a consensus process, especially when the issue affects the entire staff.

#### **A Definition of Consensus Decision-Making**

Consensus decision-making is a process in which participants make decisions by agreement rather than by majority vote.

A consensus process is where representatives of the affected parties with a stake in an issue work together to find a mutually acceptable solution. Decisions are reached through a consensus process that includes the following:

- There has been communication with, and input from, constituents.
  - Participants have reached a meeting of the minds sufficient to make a decision and carry it out.
  - There is agreement that no one who could block or obstruct the decision or its implementation will exercise that power.
  - There is agreement that everyone needed to support the decision and put it into effect will do so.
- This definition does not mean unanimity of thought. The resulting agreement may be a package of various levels of enthusiasm and support, but the agreement is one that each party can accept and live with.

### **Alternative Decision-Making Models**

There may be alternative decision-making processes that are appropriate at times. IC's must determine which decision-making model is best suited for the issue at hand (i.e.: consensus, majority vote of the IC, vote of the entire staff, adoption of committee recommendations, etc.). Determination of the model to be used needs to be made through consensus. The model used may change from issue to issue.

Decisions reached by the IC must be *collaborative* in nature among the role groups participating in the IC process. Collaborative problem solving provides more resources, more diversity of ideas and more social support for the decision

### **Instructional Councils: Considerations for a Successful Collaborative Structure**

- IC representatives are elected.
- The representatives are elected to serve a specific constituency.
- The selected representatives constantly communicate with their constituents.
- Communication with constituents is focused on giving information and getting their constituents' perspectives in order to represent all points of view at the meeting.
- The IC has taken the time necessary to be clear about:
  - What decisions it makes and;
  - How it makes those decisions.
- All members of the Instructional Council openly discuss and share all information pertaining to an issue so that the best decision can be reached.
- The IC is able to focus on issues related to teaching and learning because there is some other structure or mechanism to address the daily "nuts and bolts" issues.
- The IC positions are desirable and there is healthy participation.
- Agendas and past minutes from IC meetings are made public.
- ICs make meaningful decisions; they are not solely "advisory."
- All IC members are viewed and treated as equals.

### **Instructional Councils: Time for Professional Development**

The Albuquerque Public School and the Albuquerque Teachers Federation agree on the importance of professional development. Professional Development is the process by which teachers individually and jointly enhance and update their knowledge of standards, curriculum and content, and improve their instructional skills and strategies.

The following time is available for professional development:

- Extra day(s). One paid day added to the 182-day school year has been allocated for professional development. This day may be planned as a whole day (6.5 hours) or divided up throughout the school year. It is the Instructional Council's responsibility to:
  - Work collaboratively with the whole staff to decide the content of the professional development and the date or dates it will be held.
- Banked time. Minutes may be added to each instructional day (within the duty day) for the purpose of banking time for up to four (4) days within the school year. These are days in which students are dismissed so teachers can attend professional development. It is the Instructional Council's responsibility to:

- Decide in collaboration with the whole staff whether or not to bank between 1-4 days;
- Coordinate with the cluster on the dates for the professional development days;
- Work collaboratively with the whole staff to decide the content of the professional development and the date or dates it will be held.
- 13 hours. Schools may not bank additional time for professional development unless they have utilized all other optional time allowed in the negotiated agreement. Article 5, C.5. states: “Schools may utilize an additional thirteen (13) hours annually for staff development activities collaboratively planned through the IC. Any district-mandated training will be included in these hours.” It is optional to use part or all of the 13 hours set aside for professional development. It is the Instructional Council’s responsibility to:
  - Decide in collaboration with the whole staff whether or not to use up to 13 hours for professional development;
  - Come to consensus with the staff on the content of the professional development;
  - Come to consensus with the staff on the scheduling of up to 13 hours for professional development.
- Article 5, C.6. further states: “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 E on page 54*

**Instructional Councils:**

**Connection to School Committees and Other School Structures**

All school committees, task forces and work groups will communicate directly with or through the Instructional Council in order to coordinate planning and implementation of their work. It is recommended that committees follow protocols similar to those for the Instructional Council.

Instructional Councils: Connection to Teacher Leadership Positions

It is essential that a purposeful connection between various teacher leadership positions (e.g. department chairs, team leaders, study group leaders, etc.) and the Instructional Council be created and maintained. It is up to each school to determine how those leadership bodies and individuals communicate and coordinate their work.

Instructional Councils: Connection to Student-Based Budgeting

The Albuquerque Public Schools utilizes a process of Student-Based Budgeting. Student-Based Budgeting is a system for funding schools. It allocates funding to schools based primarily on the number of students enrolled at a school, with various weights given based on the needs of the students and the grade level of the students. This budgeting system focuses on sending funding directly to schools so that the planning and budgeting decisions are driven by student needs and determined at the school.

School budgets are open and public documents. It is the responsibility of the Instructional Council to work in collaboration with the staff to set priorities for discretionary funds in the school’s budget and in developing and overseeing the implementation of a budget that places resources where they will effectively support the school’s goals. Training in Student-Based Budgeting will be provided by the District and the Federation for Instructional Councils.

*Refer to Appendix D on page 52*

**Article 8, TEACHER COMMITTEES**

A. The District and the Federation recognize the importance of an educational climate within a school and its community. To this end, the Instructional Council, the principal, the teachers and the staff are encouraged to work collaboratively to establish standing and ad hoc committees.

- B. All teachers will be given the opportunity to volunteer for committees. If the number of volunteers exceeds the number designated for the committee, members shall be elected by their constituency. Election shall be by secret ballot.
- C. Committees shall keep minutes of their meetings which shall be available upon request. A good faith effort shall be made to implement committee recommendations.
- D. Meetings shall be open to any member of the staff or community.

**ARTICLE 9, THE MENTOR PROGRAM: AN APS/ATF/UNM PARTNERSHIP**

- A. The parties agree to the creation of the District Mentoring Program (DMP).
- B. Participation in the District Mentoring Program for school year 2005/06 is available for 100 regular education first year teachers (FYT) who hold a New Mexico Level 1 teaching license. The Program will provide individual support for every first year teacher (FYT) from designated mentors who are District teachers.
- C. The Albuquerque Public Schools/ /Albuquerque Teachers Federation Partnership/University of New Mexico Leadership Team consists of the District Superintendent, Federation President and the Dean of the University of New Mexico’s College of Education.
- D. Joint Governance Panel

The Joint Governance Panel (JGP) will preside over all aspects of the Mentor Program. The Panel will consist of the Mentor Program Coordinator and 14 members, six appointed by the union president, six appointed by the superintendent and two appointed by the Dean of the College of Education. For the first year (2005-2006) of implementation, and staggered terms thereafter, Panel members will include the initial Planning and Implementation Committee for the Pilot Project. A Panel member’s term will consist of a minimum of two years. Vacancies on the Joint Governance Panel will be filled by the leader of each partner group. Each panel member will:

- o Attend two meetings per month 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 meetings are missed in excess of three absences, the Panel member may be replaced by the leader of the group.
- o Participate in ongoing design and oversight of the program.
- o Assist in the interviewing, selecting, assigning, and evaluating the work of mentors. As part of this responsibility, each Panel member will personally monitor and evaluate the work of a designated number of mentors.
- o Maintain consistent communication with their designated mentors. Quarterly contacts are the minimum.
- o Observe their designated mentors annually. This is usually at the post-observation discussion with a first year teacher (FYT). The Panel member then submits a written report of the observation to the Panel.
- o Classroom teachers who are Panel members and require a half day substitute teacher to fulfill their responsibility will be supported by APS, specifically TLS, and ATF.
- o Review mentors’ and administrators’ reports on FYTs and making recommendations for interventions if necessary to school or district personnel.
- o Maintain consistent communication and coordination with all the partners.

The Joint Governance Panel will make decisions by consensus whenever possible. If a vote is necessary, then seven votes on the Panel are required to approve an action.

**E. Panel Composition**

The Panel shall consist of fourteen (14) members – six (6) appointed by the Federation President, six (6) appointed by the Superintendent, and two (2) appointed by the University Dean.

**F. Panel Member Compensation**

Each member of the Panel shall receive an annual differential of \$3,000.

**G. Mentoring Program Coordinator**

- 1. The coordinator must hold a Level 3 teaching license and be selected by a team of members from the JGP.



2. The Coordinator will be responsible for the day-to-day activities of the Program. Responsibilities include:
    - Organizing materials for the JGP
    - Overseeing the mentor application and selection process
    - Observing FYTs
    - Maintaining responsive, up-to-date communication with teachers and administrators in the district
    - Matching mentors to FYTs
    - Preparing mentor and FYT handbooks, professional development materials and activities.
    - Attending Joint Governance Panel meetings
    - Preparing reports on the program for the Joint Governance Panel and the Partnership Leadership Team.
    - Maintaining program records, including a comprehensive data base
  3. The coordinator shall be paid according to the AT-2 (Level 2 and 3 Teacher) Salary Schedule. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
  4. The Coordinator will have the support of a full-time secretary.
- H. Support for the First Year Teacher
- FYTs in the program will receive support and technical assistance that reflect the developmental nature of their initial experiences in the classroom. A mentor who is in the relevant area of certification or grade level will be assigned to each FYT. FYTs will meet with designated mentors to conduct an individual needs assessment and identify areas for support. FYTs will also participate in district-wide and school-based orientations to help them become an active member of their educational community. During the school year, FYTs will meet regularly with mentors to discuss their progress and developmental needs, communicate regularly with the program coordinator, be observed and receive feedback from their mentor frequently, and participate in relevant professional development activities at their school. They will also have professional leave days during which they can work with their mentors.
- I. Mentor Teacher
- The APS Mentoring Program will take a comprehensive approach to providing qualified mentors for each FYT 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.
- J. Mentor Selection Process
1. In order to be eligible to mentor a FYT, a veteran teacher must have attained New Mexico Master Teacher status (Level 3 Licensure). Qualified Master Teachers who desire to be mentors will submit an application 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 as well as a letter of recommendation from a principal or supervisor, a teacher colleague, and the site Federation Representative.
  2. 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 FYTs. 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.
  3. 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.
- K. Mentor Preparation and Support
1. Mentors will attend professional development that will address the following topics:
    - Overview of roles and responsibilities
    - Record keeping responsibilities
    - Research on mentoring and questioning techniques to assist FYTs to think critically about their practice
    - Research on teacher development.

- Formative and summative evaluation
  - Confidentiality
2. 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. They will also work with one member of the Joint Governance Panel who will monitor and support the activities of a designated group of mentors.
- L. Roles, Responsibilities and Compensation
1. The chief role of the mentor is offer support and practical advice to FYTs based on observation of and discussion about experiences related to the FYTs teaching.
  2. Funding allocations will be decided by the Partnership Leadership Team and the district.
  3. School-based Mentors
    - a. School-based Mentors shall have a full teaching load and work with FYTs at their own schools as time allows – before school, during the school day, or after school. School-based Mentors shall also have access to professional leave days during the year when substitutes can be hired for mentors to work with or observe their FYTs.
    - b. School-based mentors shall maintain a full teaching load and shall 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.
  4. Traditional mentors will have at least a .4 teaching load and receive \$500 for each FYT they mentor. A full load for a traditional mentor shall not exceed four FYTs.
    - 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.
- M. Mentors will attend an annual workshop for mentor training. If a mentor teacher attends the workshop, but is not matched with a FYT they will receive a stipend for their time and participation.
- N. Mentors shall support FYTs over the course of the year and document their activities to share with the Program Coordinator and the Joint Governance Panel.
- O. Mentors will attend monthly district-wide mentor meetings and professional development.
- P. Specifics concerning the Program not covered under this agreement are covered under a separate agreement between the Partnership Leadership Team. Rules and operating guidelines are established by the Joint Governance Panel.
- Q. Principals shall retain full responsibility and authority to evaluate teachers being mentored in the Program.

## **Article 10, 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-three (183) days shall be paid at the rate of \$18 per hour. Participation for such days shall be voluntary.

## **Article 11, EVALUATION PROCEDURES**

A. Teacher evaluation has as its primary purpose the improvement of teacher performance. One of the purposes of performance evaluation within the context of the state's 3-Tiered Licensure System is to establish a means to verify that teachers are meeting the nine approved Public Education Department competencies for teachers at a specific licensure level. Both principals and teachers have roles and responsibilities within the evaluation process.

*Refer to Appendix I on pages 59-61*

1. Evaluation of teachers shall be performed by the school principal, assistant principal or site supervisor. Evaluation Specialists and Transition Specialists shall be evaluated jointly by the school principal(s) and the program support specialist(s).
2. Principals may be assisted in their evaluation by other District administrators.
3. Employees assigned to two (2) or more schools will be evaluated collaboratively by the principals and/or District administrators.

B. Frequency of Evaluation

1. Teachers will be evaluated each year of service as a teacher as per Public Education Department regulations.
2. A Professional Development Plan (PDP) is an individualized plan that is intended to improve teaching. Each plan should be unique to the goals and growth areas identified by the teacher and his or her supervisor. A PDP will be required of teachers every year. PDP's may be written to extend over three years, but must be initialed yearly. Information regarding a PDP evaluation will be shared with the teacher within forty (40) workdays after the beginning of the school year.
3. Teachers will be evaluated whenever there is a concern regarding performance.
4. Teachers may request to be evaluated at any time.

C. Evaluation Process

1. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
2. Prior to an observation, the teacher may request that the evaluator return at another time to conduct the evaluation. If the request cannot be honored, the teacher may place a statement to that effect on the form.

D. All teachers will be observed for evaluation on a regular basis with a minimum of one (1) scheduled observation per school year.

1. There will be a minimum of one (1) pre-observation conference, scheduled observation and post observation conference during each school year the teacher is being evaluated. Within four (4) weeks of the pre-observation conference, a scheduled observation and a post-observation conference will be held. The post-observation conference will occur within three (3) working days of the scheduled observation(s).
2. The summative evaluation form is used to document evaluation during the first three (3) years of teaching and every third year thereafter, unless the teacher is placed on a growth plan to address performance.
3. All scheduled observations should be documented, reviewed and signed by the evaluator and the teacher. If additional observations have occurred and been documented, the teacher shall receive copies of such documentation.
4. Prior to the last day of the school, the principal and the teacher shall review, complete and sign the Summative Evaluation Form or Progressive Documentation of Teacher Performance Form, whichever applies according to the 3-Tiered Licensure process. The teacher shall have the opportunity to provide written comments. The completed report, including the Professional Development Plan and any attachments shall be submitted to the Department of Human Resources for inclusion in the teacher's personnel file. The teacher's signature shall constitute acknowledgement that the teacher has read and understood the evaluation.

- E. If a teacher who has signed three (3) consecutive full year contracts with the District exhibits unsatisfactory performance the following procedures shall apply regardless of whether the teacher is currently scheduled for evaluation:
1. The principal will informally discuss with the teacher the unsatisfactory performance and the changes necessary to improve.
  2. If the unsatisfactory performance continues, the principal will meet with the teacher to discuss the unsatisfactory performance, recommendations for assistance to the teacher and time lines for the necessary changes in performance.
  3. If the unsatisfactory performance still continues, the principal will make a written recommendation to the Superintendent to initiate the Intensive Evaluation process.
  4. If the Superintendent approves the recommendation, the principal will send a letter notifying the teacher of the decision and will meet with the teacher to discuss the following:
    - a. the unsatisfactory performance;
    - b. recommendations for change in performance;
    - c. time lines for necessary change in performance;
    - d. suggestions for assistance to employee which may facilitate change in performance;
    - e. scheduled observation with pre and post-conferences;
    - f. possible employment consequences including, but not limited to, disciplinary action or termination;
    - g. initiate and discuss the Intensive Evaluation Report Form.
  5. Within ten (10) work days from the time the teacher is notified of being placed on intensive evaluation, the teacher may request and shall be afforded a written evaluation by a second party who shall be a District administrator with evaluation experience in the teacher's instructional area. The teacher shall submit at least three (3) names to the Superintendent. The Superintendent shall appoint the evaluator from this list. In the event that no District administrator can be identified with evaluation experience in the teacher's field, the teacher and the District shall mutually agree on a second evaluator. This evaluation shall be considered in the same manner along with the other evaluations.
  6. All reports and documents relative to the Intensive Evaluation process will be reviewed, signed and dated by the principal and teacher and attached to the completed Intensive Evaluation Report Form. These documents will be sent to the Department of Human Resources at the end of the process to be placed in the teacher's personnel file. The teacher will receive copies.
  7. If the situation is resolved within the established time lines, a letter to that effect will be sent to the teacher from the principal with a copy to the personnel file.
  8. If the situation is not resolved within the established time lines, a case review will be conducted by the principal and other appropriate administrators in order to make recommendations to the Department of Human Resources for administrative action.
- F. Teachers shall be provided the opportunity to place written comments on the evaluation forms.

## **Article 12, PERSONNEL FILES**

- A. There shall be one (1) file for each teacher which shall be maintained in the Department of Human Resources. Except for files provided in Article 24, paragraph H., no other files shall be maintained except for duplicates of materials kept in the central files and information that the principals maintain prior to submitting to the Department of Human Resources.
1. Materials directly and solely related to pre-employment references and references directly related to internal promotions where written references are required, shall be placed in a separate envelope in the file, and the contents shall not be subject to inspection by the teacher.
  2. Except as provided in 1. above, materials in school or District files shall be subject to inspection by the teacher.
- B. Administrators with legitimate District business related to the teacher's employment will have access to a teacher's confidential and open files.

- C. No anonymous or unsigned information may be placed in any teacher's file. Incident reports made to the principal shall not be placed in the file maintained by the Department of Human Resources until such report has been investigated by the principal or appropriate department.
- D. Each teacher will have access to one's file.
  - 1. The teacher has the right to be accompanied by any individual while examining one's file.
  - 2. The teacher has the right to designate in writing a Federation representative who may have access to the teacher's file. Persons designated shall be authenticated as bona fide Federation representatives by a Federation officer.
  - 3. A teacher's file shall be available for inspection within a reasonable time after it has been requested.
- E. The teacher will be given the opportunity to see any information prior to placement in one's open file except information related to routine file maintenance.
  - 1. The teacher will be provided a copy of such material upon request. The teacher shall acknowledge having read these materials by affixing one's signature on the actual copy/copies to be filed.
  - 2. Any information or materials which are derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's file unless and until the teacher has been given the opportunity to examine the information or material.
  - 3. Any information placed in a teacher's file(s) may be removed at the request of the originator of said material if agreed to by the teacher affected.
- F. The teacher has the right to respond in writing to anything placed in that teacher's open file and have such response placed with the material to which the response relates.
- G. Each individual, except persons performing routine file maintenance, will, upon receiving confidential and/or open files for any purpose, affix that individual's signature to the jacket of the file indicating date of usage.

### **Article 13, SENIORITY PROVISIONS**

#### **A. Seniority**

- 1. Seniority shall be based upon the teacher's continuous length of service with the District within the bargaining unit.
  - a. Time spent on sabbatical leave or advanced study leave granted for the purpose of gaining an additional endorsement/certification and completed under the provisions of Article 16, N.2.a.4. shall be counted for seniority purposes and shall not break continuous service. Time spent on all other leaves of absence shall not be counted for seniority purposes but shall not break continuous service.
  - b. Time spent in a District position that requires an educational license shall be counted for seniority purposes and shall not break continuous service.
  - c. In the event teachers have the same date of hire, the date on which the position was offered shall prevail for seniority purposes.
- 2. The District shall maintain and provide to the Federation the seniority list of the bargaining unit. Additionally, each school shall be provided the seniority list, based on District seniority for the teachers in that school.

#### **B. Reduction-in-Force (RIF)**

In the event the District deems it necessary to initiate a reduction in the bargaining unit work force, the following conditions shall apply:

- 1. Layoff
  - a. The District shall determine the number and type of positions to be affected by the RIF.
  - b. Prior to initiating a RIF, the District will attempt to absorb the necessary reductions through attrition and the non-renewal of short-term teachers as defined in Article 5, A.8.
  - c. Certified school instructors with less than three (3) full-contract, consecutive years of service shall be laid off before teachers having three (3) or more full-contract, consecutive years of service except when a position exists for which no certified school instructor having three (3) or more full-contract, consecutive years of service is qualified. The procedure for the layoff

and recall of teachers having less than three (3) full-contract, consecutive years of service shall be determined in consultation with the Federation. The District reserves the right to make all final decisions.

- d. A certified school instructor, having three (3) or more full-contract, consecutive years of service, shall not be laid off if there is an available teaching position in the District for which the instructor is certified and qualified. The following factors shall be used to determine qualification:
  - 1) Affirmative action goals;
  - 2) Verifiable extracurricular and/or co-curricular needs.

Qualifications being equal, seniority in the District shall control.

## 2. Recall

- a. The District shall determine the number and type of positions to be affected by the recall.
- b. For a period of one (1) year after the effective date of the termination of a teacher with three or more full-contract, consecutive years, the District shall offer to such person any position(s) which becomes available for which the person is certified and qualified provided that person files with the Superintendent a written request to reacquire employment within thirty (30) days after the effective date of termination.
- c. In the event that more than one (1) person who was terminated or discharged within the calendar year prior to recall is certified and qualified for the position to which a person will be recalled, the same qualifying criteria will be applied to the order of recall as were applied to the layoff in paragraph 1.d. above. Qualifications being equal, seniority in the District shall control.
- d. Any person selected for recall shall be given written notice of the recall. Failure to accept the position in writing within fifteen (15) calendar days of the mailing of the recall notice shall constitute forfeiture by the recalled person of further rights under the provision.
- e. Any teacher recalled within one year under this section shall not lose any seniority held previous to having been subject to the RIF procedure.

## **Article 14, 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 on page 48*

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.

## **Article 15, ASSIGNMENT AND TRANSFERS**

### A. Assignment

1. Teachers shall be assigned within the scope of their teaching licenses. Teachers may be assigned outside the scope of their teaching licenses if authorized by the Public Education Department and with the concurrence of the teacher.
2. The principal will consult with individual teachers regarding the number of preparations, subject areas or grade level to be taught by the teacher.

- a. Secondary teachers shall not be required to teach in more than three (3) subject areas or have more than three (3) preparations, or combinations thereof, except by agreement with the teacher.
  - b. Changes in a teaching assignment shall not be made without prior consultation between the principal and teacher(s) affected. Changes shall not be made in an arbitrary or capricious manner, but shall be based on verifiable instructional program requirements. No change in assignment for the following year shall be made after the end of the school year without the teacher being notified. The teacher shall receive written notification of the reason(s) for such change in assignment as soon as possible.
3. In arranging schedules for teachers who are assigned to more than one school, the amount of interschool travel shall be as limited as possible. Such teachers shall be notified prior to any change in their schedules.
  4. Any non-teaching duties, if necessary, will be assigned on an equitable basis to all teachers. Such duties shall be kept to a minimum. Duties performed as the primary responsibility of personnel in other bargaining units shall not be assigned to teachers.
  5. Teachers employed prior to the beginning of a school year shall be given notice of their assignment no later than ten (10) school days after school begins. Teachers employed after school begins shall be given notice of assignment at the time employment begins.
- B. Transfer and Reassignment
1. In order to voluntarily transfer, the teacher responds to a posted advertisement in Career Opportunities ([ww2.aps.edu](http://ww2.aps.edu)) or otherwise open position.
    - a. The Department of Human Resources will make available on the District web site, jobline and to all work sites where teachers are assigned the description of anticipated and real job vacancies as soon as they become available. Such description will include the name of the school and type of vacancy. Vacancies published after the last day of school shall be posted on the District web site and jobline and will be available to teachers at the Department of Human Resources. Principals shall notify the Department of Human Resources of vacancies at the time the principal is notified in writing of any change that would lead to such vacancy.
  2. Teachers seeking a voluntary transfer apply directly to the principal or supervisor at the site to which the transfer is sought.
  3. To process the voluntary transfer, the principal/supervisor submits an employee request form to the Department of Human Resources.
  4. When a voluntary transfer position is offered to the teacher by the Department of Human Resources and accepted by the teacher, the transfer is complete.
  5. If an offer for a voluntary transfer does not occur prior to the start of the new school year, teachers will remain in their original position through the first twenty (20) day count.
  6. Teachers accepting a new position after the first twenty (20) day count will remain in their original position until the end of the current grading period or for a period not to exceed ten (10) workdays, whichever period of time is greater. Earlier movement may occur if agreed upon in writing by both principals.
  7. Consideration for administrative transfer shall be primarily based on the instructional program needs of the school and seniority in the District. Program needs being equal, District seniority of full-time personnel will control with the least senior person being selected for transfer. The criteria for determining program needs shall be the following:
    - a. teacher licensure/endorsement(s);
    - b. affirmative action goals;
    - c. extracurricular and/or co-curricular needs;
    - d. verifiable instructional program requirements;
    - e. comparability requirements;
    - f. full-time equivalency needs of the school.
  8. Prior to the administrative transferee(s) being selected, teachers will be encouraged, in consultation with the principal, to volunteer for administrative transfers prior to the transferees

being selected. In the event such voluntary administrative transfers do not suffice, transfers will be identified in the following order:

- a. volunteer(s) by grade level, subject area or school (when appropriate);
  - b. on the basis of program and seniority in the District as stated in paragraph 4 above.
9. No teacher shall be administratively transferred more than twice in any five (5) year period except when the transfers for that teacher occur in accordance with paragraph 7 above.
  10. Teachers who are subject to the intensive evaluation procedure shall not be considered for administrative transfer.
  11. If the reason(s) for the administrative transfer becomes nonexistent ten (10) calendar days before the reporting date for teachers, the teacher shall have the right to return to the previous school.
  12. Transferee(s) shall not be identified nor administrative transfers made prior to consultation between the principal and teacher(s) affected. Administrative transfers made after the start of the school year shall allow for a minimum of two (2) days written notice prior to the transfer and allow for a minimum of one (1) day prior to assuming the assignment at the new location.
  13. Desire to be transferred to a school closer to a teacher's home shall be given serious consideration.
- C. Vacancies in Non-classroom Positions
1. Notice of vacancies and call for applications in other than classroom positions within the bargaining unit will be made as such vacancies develop. The notice will include the minimum requirements, vacancy descriptions, and any applicable restrictions. Such notice, from the date of publication, shall be posted for five (5) days in each school prior to the time such vacancies shall be filled. Duties and responsibilities for which the District pays a differential are not considered to be non-classroom positions.
  2. Job descriptions will include those qualifications normally required and will not be substantially greater than those customarily required by the District.
  3. Applications for positions will be made in the Department of Human Resources. A notice of receipt of applications will be sent to all applicants. Applications for positions posted shall be valid only for the position applied for or, if the position is general in nature, for the school year for which said position was advertised.
  4. The positions described herein shall be filled within the bargaining unit, to the extent possible, when the applicants have the qualifications and ability to perform the work.
  5. When two (2) or more qualified teachers apply for a vacancy, seniority shall be considered.

## **Article 16, LEAVES**

### **A. General Provisions**

1. The immediate family of a teacher is the spouse, 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 20, shall have ten (10) days after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 24.
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.
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**

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 report the incident to the principal immediately. 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.
2. Bereavement leave is not cumulative nor is it deducted from a teacher's sick leave.

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 such 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

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. 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 leave 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.

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.13.
2. Except in emergency situations, the teacher shall give at least three (3) school days' notice to the principal that leave will be taken 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.
  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 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, A-1, A-2 and A-3 will be credited with paid sick leave at the start of the contract year as follows:
    - a. Those employed for one hundred eighty-two (182) days – 10 days, based on the formula  $(182 \times 6.50 \times .055) = 65.10$  hours per year, accumulating up to 1300 work hours.
    - b. Those employed for one hundred eighty-three (183) days – 10 days, based on the formula  $(183 \times 6.50 \times .055) = 65.52$  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  $(208 \times 8.0 \times .055) = 91.52$  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 credited at the start of the contract year or the amount of sick leave accumulated, the teacher will be docked

one 1/182 (or 1/183 or 1/208, as applicable) of salary for each day taken, except as provided for in paragraph M.

2. 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 1/182 (or 1/183 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 catastrophic illnesses or injuries may draw. To this end, the District and the Federation have established a self-funded Sick Leave Bank.

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.

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 participate in the bank.

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 of war or emergency, will be eligible for re-employment after completing duty, provided:

- a. They provide written or verbal notice of their orders to their supervisor/Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
- b. They satisfactorily complete duty of five (5) 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) 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 or 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 on pages 49-51*

## **Article 17, INSURANCE**

### A. Premium Payment

1. For employees who elect to participate in an insurance program as provided under the terms of this Article, the District agrees to contribute that percentage of the premium required by State law, but no less than 60%.
2. Teachers who choose to participate in the District insurance programs will have their contributions deducted from their paychecks.
  - a. Deductions for insurance programs will cease should a teacher terminate during the school year, and coverage will cease immediately on health and dental. There will be a thirty (30) day grace period on life.
  - b. Teachers on leave of absence up to one (1) year who do not receive a salary may continue any or all insurance programs by payment of their portion of the premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.
  - c. Teachers on leave of absence for more than one (1) year, except for those on approved sick leave, who do not receive a salary, may continue any or all insurance programs by payment of 100% of the premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.

### B. Enrollment

1. Teachers who are not enrolled in a District insurance program will be accepted in any or all of the District's insurance programs so long as they enroll no later than sixty (60) days from the effective date of their employment, change in marital status or change in the job status of the teacher's spouse, provided the teacher's spouse was covered by insurance during the previous employment, whichever is applicable.
2. Teachers on leave of absence from the District who are not enrolled in a District insurance program will be accepted in any or all of the District's insurance programs if there is a change in the teacher's marital status or in the job status of the teacher's spouse so long as they enroll no later than sixty (60) days from the change, providing the teacher's spouse was covered by insurance previous to the change.
3. During enrollment periods teachers shall be provided a thorough explanation of the programs and assistance in completing application enrollment forms.

4. Each subscriber to a program shall receive a brochure outlining all of the basic terms and conditions of the program.
- C. Insurance Program Review
- The Federation will meet with the Department of Human Resources Executive Director to review the existing insurance program and examine possible improvements in the present coverages.
- D. Insurance Programs
1. The District agrees to provide a program of life, medical and dental insurance benefits for teachers. The District shall offer each employee a choice between the following two (2) programs of medical and health care:
    - a. A program of medical and health insurance benefits as provided by the District.
    - b. A Health Maintenance Organization Plan (HMO). A Preferred Provider Organization (PPO) may also be offered.
    - c. The Board shall notify the Federation of anticipated changes in the employee insurance programs at least thirty (30) days prior to implementation.
  2. The District shall provide professional liability insurance in accordance with the requirements of the Risk Management Division of the State of New Mexico.
  3. The District shall provide Workers' Compensation for on-the job accidents.
  4. The District will match employees' share for Federal Insurance Contribution Act (Social Security).
  5. Teachers have the option to commence a contract for a tax deferred annuity at any time, provided the company is on the approved list. Teachers have the option to amend a contract for a tax-deferred annuity once each calendar year.

#### **Article 18, INCIDENT REPORTS/PERSONAL SECURITY**

- A. The District shall establish procedures for reporting student accidents on the school premises or at school-related events in which a teacher is in any way involved. The procedures shall have definite, reasonable time limits, and the teacher involved shall receive a copy of the report if requested.
- B. If an incident involves damage or loss to a teacher's property, intentional or unintentional, the Security Office shall be notified by the principal and a report of the incident filed with a copy provided to the teacher. A request for notification of law enforcement authorities shall be honored.
- C. A teacher may file a claim with Risk Management for possible replacement of personal-instructional materials. Coverage is limited and the decision of Risk Management shall be final and binding.
- D. Whenever a teacher is involved in activities being conducted beyond normal hours or duty day, a system of security shall be available to promote safe conditions for all concerned. Teachers shall be provided information needed to use the system.

#### **Article 19, STUDENT DISCIPLINE**

- A. The District shall provide reasonable support and assistance to teachers as described in the Student Behavior Handbook so they can maintain control and discipline while engaged in their duties and responsibilities. It is essential for the school staff to establish means for obtaining the cooperation of parents of students involved in discipline problems.
- B. A positive disciplinary program shall be continued in each school. Each teacher shall be given a copy of the school's disciplinary policy as developed and/or modified by the principal, Instructional Council and/or faculty.
- C. The principal has the primary responsibility for administering the school's disciplinary policy. In accordance with the school's disciplinary policy, the teacher is responsible for maintaining a good social environment among those students under the teacher's responsibility at any given time and for sharing with other staff members the responsibility for school-wide behavior.
- D. The teacher shall receive assistance from the principal when a disciplinary problem is beyond the control of the teacher or when the teacher believes it is necessary.

- E. The teacher may temporarily dismiss a student from class to the principal when the student's behavior is disruptive to the point of impeding learning by the other students and after efforts have been made to correct the problem in accordance with the school's disciplinary practice.
  - 1. The teacher shall furnish the principal in writing full particulars of the incident including the efforts that have been made to correct the problem and whether or not the student may be returned to class prior to a conference between the teacher and principal.
  - 2. Before the principal returns the student to the classroom, the principal shall inform the teacher of the corrective measures taken.
  - 3. In cases of extreme or chronic student disruption to a classroom, the teacher may call a case conference with the principal, parents and others as necessary for the purposes of discussing the problem and determining and initiating corrective measures. If requested the student will not be returned to the classroom until such corrective measures have been initiated or until the due process rights of the student would be violated.
- F. Notification shall be provided to teachers of suspended students by the end of the school day that follows the day of suspension.
- G. Whenever it appears that a student needs professional attention beyond the scope of the individual school, the teacher shall inform the principal in writing so that reasonable steps can be taken.
- H. The parties agree that a teacher may use reasonable force to repel a personal assault or one upon any other person. Any case of assault shall be promptly reported to the principal and by the principal to the Superintendent. The District shall provide the necessary support to a teacher who is subjected to or charged with an assault during the course of one's duties, providing the teacher was acting in a reasonable manner and the actions were justifiable under the law, the Code of Ethics of the Education Profession, the terms and provisions of this Agreement, and regulations of the District.
- I. Corporal punishment, which is defined as any disciplinary action taken by school personnel with the intention of producing physical pain, shall not be used as a disciplinary measure in the Albuquerque Public Schools. Disciplinary consequences of unacceptable pupil behavior will be aimed toward assisting students in the development of constructive personal and social behavior. Consistent with the Code of Ethics of the education profession, school staff members will "deal justly and considerately with each student."
- J. Whenever possible, an officer of the District shall initiate a complaint arising from criminal acts occurring on school property. It shall be the responsibility of any teacher witnessing such acts to provide all information to the principal.
- K. A teacher shall be informed of any complaint to the principal by a parent concerning the disciplinary action taken by the teacher in regard to a child.

## **Article 20, STUDENT TRANSPORTATION**

- A. Teachers shall not be required to transport students to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal. The teacher's insurance is primary when transporting students.
- B. In the event bus transportation is not available after school, the students will be placed under the supervision of non-teaching personnel whenever possible.

## **Article 21, SUMMER SCHOOL**

- A. A description of all positions or probable positions for summer school will be announced no later than the first April edition of the APS Staff Newsletter.
- B. Teaching positions in summer school will, to the extent possible, be filled by teachers currently employed in the position at the identified summer school site.
- C. Teachers who have been tentatively employed for summer school teaching shall be notified, within twenty-four (24) hours after the third day of the session, whether or not the class(es) for which they were to be employed will, in fact, be conducted. If the teacher is not so notified, the teacher is employed for the class(es) which was offered in registration.
- D. All applications for summer school will be considered.
- E. Qualifications for summer school positions will be the same as those for regular employment.



F. When two (2) or more qualified teachers apply for a program, seniority shall be considered.

## **Article 22, ALTERNATIVE SCHEDULES**

- A. A school may request regularly scheduled modified days for staff development and planning. The determination of whether or not a school will schedule modified days, continue or discontinue same, and the purpose of the programs shall be by mutual agreement of the faculty and principal and subject to the approval of the Superintendent. The total teaching time during a week within which a modified day falls shall be no less than that provided through a regular schedule.
- B. Schools may schedule minimum days for staff development which is designed collaboratively by site administration and staff, planning, and/or conducting parent-teacher conferences. Minimum days shall be at least one-half (1/2) of the school's regular day plus the lunch period for students. Teaching time will not be made up provided that schools are in compliance with instructional time as defined by the Public Education Department
1. There may be scheduled by the District at least four (4) minimum days each year. The program for one (1) of these days may be determined by the District Superintendent.
  2. There will be scheduled up to eight (8) hours per semester each year, on a reduced teaching day basis, for parent-teacher conferences at the elementary level.
  3. A school may request of the Superintendent additional minimum days for programs developed by the principal and faculty.
  4. A school may request of the Superintendent exemption from a minimum day and/or program.

## **Article 23, CONFLICT RESOLUTION**

The District and the Federation recognize that there are workplace issues that may not constitute a violation of the Negotiated Agreement and therefore do not fit into a "grievable" or actionable category under Article 24 herein. The District and the Federation believe that such workplace issues are best addressed by an interest-based process, such as mediation or direct negotiation that utilizes problem-solving techniques to address the perceived needs of the complainant or other parties. The parties agree to establish an interest-based program for resolving such disputes on a pilot basis no later than the 2006-07 school year.

## **Article 24, 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 maximum, 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) 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) 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) 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 1, 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) 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) 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) 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) 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) 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.

#### **Article 25, DISCIPLINARY ACTION/ SEPARATION RIGHTS**

- A. Teachers have the right to be accompanied by a Federation representative to advise or represent them during meetings where a suspension, reprimand, disciplinary action and/or pay reduction are/is being considered. Teachers may request to be accompanied by a Federation representative to advise them during a meeting with their principal or supervisor on related matters. Such request shall not be unreasonably denied.
- B. Teachers may be refused renewal of employment, discharged or terminated only in accordance with law. Teachers who have not signed three (3) consecutive full year contracts with the District may be refused reemployment by the District and, in that event, will receive written notice of the reason(s) for such refusal of reemployment. Those teachers have the right to a meeting with the Superintendent or his/her designee if requested within ten (10) days after receiving the notice. A meeting will be held within ten (10) days after the Superintendent receives such request.
- C. Teachers may be suspended, reprimanded, disciplined or have their pay reduced only for good and sufficient cause.
  1. If action is taken to discipline and/or reprimand in writing or suspend or reduce pay, the teacher shall be notified and upon request have the right to notification in writing with the reason(s) therefore and shall have the right of appeal as provided in Article 24, P. if requested within ten (10) workdays after the action is taken.
  2. Any teacher suspended shall be suspended with pay until determination of the action to be taken is made. In the event a teacher is suspended with pay pending an investigation, the District shall conduct an administrative meeting with the teacher as soon as practicable but no later than ten (10) workdays after the investigation is completed. If it is determined following the investigation that loss of pay to the teacher is warranted, such reduction shall become effective retroactive to the first day of suspension.

#### **Article 26, HEALTH AND SAFETY**

- A. The District agrees to continue to provide conditions for work that are healthy and safe. In furtherance of this, the District agrees to continue to provide working conditions which are in conformance with applicable rules and regulations.
- B. The parties agree that all teachers shall observe all health and safety rules.
- C. Teacher complaints of unsafe or unhealthy conditions shall be reported by the principal to the Loss Control Manager. Before a grievance may be filed, the District's Loss Control Manager shall have ten

(10) duty days from the day the principal was informed to act on the complaint. The time line for the filing of a grievance shall commence at the conclusion of the Loss Control Manager's ten (10) day period for action.

- D. The parties agree that there shall be a health and safety committee in each school. Composition of the committee shall be determined by the principal and faculty. Said committee shall:
1. Make a reasonable effort to become knowledgeable in health and safety rules and regulations;
  2. Meet and discuss working conditions with respect to health and safety; and
  3. Make recommendations to appropriate parties.

#### **Article 27, NO STRIKE PROVISION**

The Federation agrees that neither the Federation nor its members will engage in a strike.

#### **Article 28, DURATION OF AGREEMENT**

- A. This Agreement shall be effective upon ratification by the parties as of August 15, 2005, and shall remain in full force and effect through July 31, 2006. If a successor Agreement is not agreed to and ratified by July 31, 2006, this Agreement shall remain in effect until agreement and ratification occur or either party gives notice in writing of its desire to terminate such Agreement.
- B. Salaries, pay differentials and insurance premiums shall be opened each year of this Agreement. Such negotiation shall begin on or before April 1 of each year or as agreed to by the parties.
- C. This Agreement may be altered by mutual consent of the District and the Federation. Such alterations will replace or add to this Agreement and be in full force and effect only upon approval in writing of both parties.



# APPENDIX A SALARY SCHEDULES

## 2005/06 SALARY SCHEDULE AT-1

### TEACHER/LIBRARIAN SALARY SCHEDULE

EDUCATION	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
Step	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	\$30,131	\$30,266	\$30,403	\$30,404	\$30,540	\$31,842	\$32,867
2	\$30,513	\$30,649	\$30,788	\$30,789	\$30,927	\$32,245	\$33,283
3	\$30,514	\$30,650	\$30,789	\$30,790	\$30,928	\$32,246	\$33,284
4	\$30,657	\$30,794	\$30,934	\$30,934	\$31,074	\$32,398	\$33,441
5	\$30,716	\$30,856	\$30,996	\$30,996	\$31,134	\$32,461	\$33,508
6	\$30,859	\$31,000	\$31,139	\$31,139	\$31,279	\$32,613	\$33,665
7	\$31,006	\$31,147	\$31,288	\$31,288	\$31,429	\$32,769	\$33,826
8	\$31,154	\$31,295	\$31,437	\$31,437	\$31,578	\$32,923	\$33,986
9	\$31,687	\$31,831	\$31,976	\$31,976	\$32,121	\$33,488	\$34,568
10	\$32,309	\$32,456	\$32,603	\$32,603	\$32,749	\$34,144	\$35,245
11	\$33,602	\$33,753	\$33,908	\$33,908	\$34,059	\$35,510	\$36,653
12	\$35,281	\$35,780	\$35,941	\$35,941	\$36,103	\$37,642	\$38,854
13	\$35,986	\$36,494	\$36,658	\$36,658	\$36,993	\$39,261	\$40,472
14	\$36,158	\$36,658	\$36,826	\$36,826	\$37,733	\$40,043	\$41,283
15	\$36,331	\$36,826	\$36,991	\$36,991	\$38,213	\$40,582	\$41,815
16	\$36,494	\$36,991	\$37,231	\$37,231	\$38,979	\$41,396	\$42,651
17	\$36,658	\$37,155	\$37,754	\$37,754	\$39,502	\$41,921	\$43,177
18	\$36,826	\$37,319	\$38,074	\$38,074	\$39,753	\$42,169	\$43,425
19	\$36,991	\$37,530	\$38,838	\$38,838	\$40,527	\$42,940	\$44,254
20	\$37,155	\$37,800	\$39,086	\$39,086	\$40,774	\$43,186	\$44,505
21	\$37,530	\$38,590	\$39,856	\$39,856	\$41,548	\$43,962	\$45,278
22	\$38,251	\$39,255	\$40,472	\$40,472	\$42,189	\$44,556	\$45,848
23	\$39,252	\$40,251	\$41,534	\$41,534	\$43,189	\$45,554	\$46,847
24	\$40,251	\$41,255	\$42,534	\$42,534	\$44,188	\$46,556	\$47,848
25	\$41,255	\$42,256	\$43,537	\$43,537	\$45,168	\$47,557	\$48,849
26	\$42,256	\$43,255	\$44,537	\$44,537	\$46,191	\$48,568	\$49,852
27	\$43,255	\$44,255	\$45,538	\$45,538	\$47,193	\$49,561	\$50,852
28		\$45,256	\$46,538	\$46,538	\$48,195	\$50,560	\$51,868
29		\$46,262	\$47,538	\$47,538	\$49,194	\$51,574	\$52,890
30		\$47,263	\$48,540	\$48,540	\$50,196	\$52,593	\$53,910
31		\$48,263	\$49,541	\$49,541	\$51,200	\$53,615	\$54,930
32		\$49,263	\$50,543	\$50,543	\$52,221	\$54,634	\$55,953
33		\$50,265	\$51,554	\$51,554	\$53,240	\$55,655	\$56,974
34		\$52,209	\$52,575	\$54,524	\$57,143	\$57,958	\$59,800
35			\$54,524	\$57,754	\$60,522	\$61,517	\$62,811

# APPENDIX A

## 2005/06 SALARY SCHEDULE AT-2

### TEACHER/LIBRARIAN SALARY SCHEDULE LICENSURE LEVEL 2 AND 3

EDUCATION	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
STEPS	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	\$40,000	\$40,001	\$40,002	\$40,003	\$40,004	\$40,005	\$40,006
2	\$40,001	\$40,002	\$40,003	\$40,004	\$40,005	\$40,006	\$40,007
3	\$40,002	\$40,003	\$40,004	\$40,005	\$40,006	\$40,007	\$40,008
4	\$40,003	\$40,004	\$40,005	\$40,006	\$40,007	\$40,008	\$40,009
5	\$40,004	\$40,005	\$40,006	\$40,007	\$40,008	\$40,009	\$40,010
6	\$40,005	\$40,006	\$40,007	\$40,008	\$40,009	\$40,010	\$40,011
7	\$40,006	\$40,007	\$40,008	\$40,009	\$40,010	\$40,011	\$40,012
8	\$40,007	\$40,008	\$40,009	\$40,010	\$40,011	\$40,012	\$40,013
9	\$40,008	\$40,009	\$40,010	\$40,011	\$40,012	\$40,013	\$40,014
10	\$40,009	\$40,010	\$40,011	\$40,012	\$40,013	\$40,014	\$40,015
11	\$40,010	\$40,011	\$40,012	\$40,013	\$40,014	\$40,015	\$40,016
12	\$40,011	\$40,012	\$40,013	\$40,014	\$40,015	\$40,016	\$40,017
13	\$40,012	\$40,013	\$40,014	\$40,015	\$40,016	\$40,017	\$40,876
14	\$40,013	\$40,014	\$40,015	\$40,016	\$40,017	\$40,444	\$41,696
15	\$40,014	\$40,015	\$40,016	\$40,017	\$40,018	\$40,988	\$42,233
16	\$40,015	\$40,016	\$40,017	\$40,018	\$40,019	\$41,810	\$43,077
17	\$40,016	\$40,017	\$40,018	\$40,019	\$40,020	\$42,340	\$43,609
18	\$40,017	\$40,018	\$40,019	\$40,020	\$40,150	\$42,590	\$43,859
19	\$40,018	\$40,019	\$40,020	\$40,021	\$40,933	\$43,370	\$44,697
20	\$40,019	\$40,020	\$40,021	\$40,022	\$41,182	\$43,618	\$44,951
21	\$40,020	\$40,021	\$40,255	\$40,255	\$41,963	\$44,401	\$45,731
22	\$40,021	\$40,022	\$40,876	\$40,876	\$42,611	\$45,002	\$46,306
23	\$40,022	\$40,653	\$41,949	\$41,949	\$43,621	\$46,010	\$47,316
24	\$40,653	\$41,668	\$42,960	\$42,960	\$44,629	\$47,021	\$48,326
25	\$41,688	\$42,678	\$43,973	\$43,973	\$45,619	\$48,033	\$49,338
26	\$42,678	\$43,687	\$44,982	\$44,982	\$46,653	\$49,053	\$50,351
27	\$43,687	\$44,698	\$45,994	\$45,994	\$47,664	\$50,057	\$51,360
28	\$46,725	\$46,898	\$47,003	\$47,003	\$48,677	\$51,066	\$52,387
29		\$47,914	\$48,013	\$48,013	\$49,686	\$52,090	\$53,419
30		\$48,568	\$49,026	\$49,026	\$50,698	\$53,118	\$54,449
31		\$48,745	\$50,036	\$50,036	\$51,712	\$54,151	\$55,479
32		\$49,756	\$51,048	\$51,048	\$52,743	\$55,181	\$56,512
33		\$50,767	\$52,070	\$52,070	\$53,773	\$56,212	\$57,544
34		\$52,731	\$53,101	\$55,069	\$57,693	\$58,537	\$60,398
35			\$55,069	\$58,332	\$61,127	\$62,133	\$63,439

# APPENDIX A

## 2005/06 SALARY SCHEDULE A-1

### COUNSELOR, NURSE, SOCIAL WORKER AND INTERPRETER

EDUCATION	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
STEP	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	\$30,131	\$30,266	\$30,403	\$30,404	\$30,540	\$31,842	\$ 32,867
2	\$30,513	\$30,649	\$30,788	\$30,789	\$30,927	\$32,245	\$ 33,283
3	\$30,514	\$30,650	\$30,789	\$30,790	\$30,928	\$32,246	\$ 33,284
4	\$38,000	\$38,001	\$38,002	\$38,003	\$38,004	\$38,005	\$ 38,006
5	\$38,001	\$38,002	\$38,003	\$38,004	\$38,005	\$38,006	\$ 38,007
6	\$38,002	\$38,003	\$38,004	\$38,005	\$38,006	\$38,007	\$ 38,008
7	\$38,003	\$38,004	\$38,005	\$38,006	\$38,007	\$38,008	\$ 38,009
8	\$38,004	\$38,005	\$38,006	\$38,007	\$38,008	\$38,009	\$ 38,010
9	\$38,005	\$38,006	\$38,007	\$38,008	\$38,009	\$38,010	\$ 38,011
10	\$38,006	\$38,007	\$38,008	\$38,009	\$38,010	\$38,011	\$ 38,012
11	\$38,007	\$38,008	\$38,009	\$38,010	\$38,011	\$38,012	\$ 38,013
12	\$38,008	\$38,009	\$38,010	\$38,011	\$38,012	\$38,018	\$ 39,242
13	\$38,009	\$38,010	\$38,011	\$38,012	\$38,013	\$39,653	\$ 40,876
14	\$38,010	\$38,011	\$38,012	\$38,013	\$38,110	\$40,444	\$ 41,696
15	\$38,011	\$38,012	\$38,013	\$38,014	\$38,595	\$40,988	\$ 42,233
16	\$38,012	\$38,013	\$38,014	\$38,015	\$39,369	\$41,810	\$ 43,077
17	\$38,013	\$38,014	\$38,132	\$38,132	\$39,897	\$42,340	\$ 43,609
18	\$38,014	\$38,015	\$38,455	\$38,455	\$40,150	\$42,590	\$ 43,859
19	\$38,015	\$38,016	\$39,226	\$39,226	\$40,933	\$43,370	\$ 44,697
20	\$38,016	\$38,178	\$39,477	\$39,477	\$41,182	\$43,618	\$ 44,951
21	\$38,017	\$38,939	\$40,255	\$40,255	\$41,963	\$44,401	\$ 45,731
22	\$38,634	\$39,647	\$40,876	\$40,876	\$42,611	\$45,002	\$ 46,306
23	\$39,644	\$40,653	\$41,949	\$41,949	\$43,621	\$46,010	\$ 47,316
24	\$40,653	\$41,668	\$42,960	\$42,960	\$44,629	\$47,021	\$ 48,326
25	\$41,668	\$42,678	\$43,973	\$43,973	\$45,619	\$48,033	\$ 49,338
26	\$42,678	\$43,687	\$44,982	\$44,982	\$46,653	\$49,053	\$ 50,351
27	\$43,687	\$44,698	\$45,994	\$45,994	\$47,664	\$50,057	\$ 51,360
28	\$46,725	\$46,898	\$47,003	\$47,003	\$48,677	\$51,066	\$ 52,387
29		\$47,914	\$48,013	\$48,013	\$49,686	\$52,090	\$ 53,419
30		\$48,568	\$49,026	\$49,026	\$50,698	\$53,118	\$ 54,449
31		\$48,745	\$50,036	\$50,036	\$51,712	\$54,151	\$ 55,479
32		\$49,756	\$51,048	\$51,048	\$52,743	\$55,181	\$ 56,512
33		\$50,767	\$52,070	\$52,070	\$53,773	\$56,212	\$ 57,544
34		\$52,731	\$53,101	\$55,069	\$57,693	\$58,537	\$ 60,398
35			\$55,069	\$58,332	\$61,127	\$62,133	\$ 63,439



# APPENDIX A

## 2005/06 SALARY SCHEDULE A-2

**SPEECH AND LANGUAGE PATHOLOGIST, PHYSICAL THERAPIST,  
OCCUPATIONAL THERAPIST, AUDIOLOGIST AND  
ORIENTATION AND MOBILITY SPECIALIST**

STEP	ANNUAL
1	\$ 35,162
2	\$ 35,607
3	\$ 35,608
4	\$ 38,000
5	\$ 38,001
6	\$ 38,002
7	\$ 38,003
8	\$ 38,004
9	\$ 38,005
10	\$ 39,421
11	\$ 40,997
12	\$ 41,818
13	\$ 42,233
14	\$ 43,076
15	\$ 43,562
16	\$ 45,871
17	\$ 47,305
18	\$ 48,737
19	\$ 50,172
20	\$ 51,174
21	\$ 51,320
22	\$ 51,468
23	\$ 51,613
24	\$ 51,760
25	\$ 51,905
26	\$ 52,051
27	\$ 52,490
28	\$ 53,351
29	\$ 54,386
30	\$ 55,326
31	\$ 56,266
32	\$ 58,796
33	\$ 61,569
34	\$ 62,801
35	\$ 66,239

# APPENDIX A

## 2005/06 SALARY SCHEDULE A-3

### EVALUATION SPECIALIST, LICENSED SCHOOL PSYCHOLOGIST, TRANSITION SPECIALIST

EDUCATION	MA	MA+15	MA+45	PhD, Lic. School Psychologist
GRADE	9	10	11	12
STEP	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	\$39,908	\$41,927	\$44,896	\$48,073
2	\$40,811	\$42,876	\$45,912	\$49,161
3	\$40,816	\$42,881	\$45,917	\$49,166
4	\$40,924	\$42,989	\$46,025	\$49,274
5	\$41,004	\$43,074	\$46,116	\$49,372
6	\$41,197	\$43,276	\$46,334	\$49,605
7	\$41,394	\$43,484	\$46,555	\$49,840
8	\$41,591	\$43,690	\$46,776	\$50,078
9	\$43,004	\$45,175	\$48,366	\$51,781
10	\$44,723	\$46,983	\$50,300	\$53,852
11	\$46,159	\$48,415	\$52,003	\$55,573
12	\$47,591	\$49,849	\$53,741	\$57,292
13	\$49,025	\$51,281	\$55,461	\$59,011
14	\$50,459	\$52,715	\$57,180	\$60,731
15	\$51,890	\$54,396	\$58,900	\$62,450
16	\$53,325	\$55,582	\$60,621	\$64,171
17	\$54,757	\$57,015	\$62,340	\$65,891
18	\$56,191	\$58,448	\$64,060	\$67,612
19	\$57,624	\$63,394	\$65,780	\$69,331
20	\$57,624	\$62,641	\$65,780	\$69,331
21	\$57,624	\$62,641	\$65,780	\$69,331
22	\$57,624	\$62,641	\$65,780	\$69,331
23	\$57,624	\$62,641	\$65,780	\$69,331
24	\$57,624	\$62,641	\$65,780	\$69,331
25	\$57,624	\$62,641	\$65,780	\$69,331
26	\$57,624	\$62,641	\$65,780	\$69,331
27	\$57,624	\$62,641	\$65,780	\$69,331
28	\$57,624	\$62,641	\$65,780	\$69,331
29	\$57,624	\$62,641	\$65,780	\$69,331
30	\$57,624	\$62,641	\$65,780	\$69,331
31	\$57,624	\$62,641	\$65,780	\$69,331
32	\$57,624	\$62,641	\$65,780	\$69,331
33	\$57,624	\$62,641	\$65,780	\$69,331
34	\$57,624	\$62,641	\$65,780	\$69,331
35	\$57,624	\$62,641	\$65,780	\$69,331

## APPENDIX B CLASS SIZE REQUIREMENTS

Subject/Grade	Maximum Enrollment	Comment
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.

**Source: New Mexico Public School Code, Section 22-10A-20 (2003)**

## APPENDIX C LEAVES OF ABSENCE

### WHO TO CONTACT WHEN REQUESTING A LEAVE

- Leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or supervisor.
- Unless otherwise specified, 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.

*This chart is a quick reference guide to leaves. Refer to Article 16 of this Agreement for full details.*

<b>LEAVES</b>			
<b>Leave</b>	<b>Description/Conditions</b>	<b>Contact</b>	<b>Effect on Pay</b>
<b>Assault Leave</b>	Up to twenty (20) duty days for time resulting from physical injuries caused by an assault while carrying out the duties and responsibilities of a teacher. Assault means an intentional act which causes an injury. Any teacher assaulted shall report the incident to the principal immediately. 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.	Principal/ Supervisor	No loss
<b>Bereavement Leave</b>	Up to five (5) days. Three (3) days of leave with pay is automatically granted and two (2) additional days leave with pay will be granted if requested. Bereavement leave is not cumulative nor is it deducted from a teacher's sick leave.	Principal/ Supervisor	No loss
<b>Court Leave</b>	<ul style="list-style-type: none"> <li>○ Granted for jury duty.</li> <li>○ 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 decreed substitute rate of pay for each day taken.</li> <li>○ 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.</li> </ul>	Principal/ Supervisor or Extended Leave Clerk depending on length of leave.	No loss/ limited loss
<b>Illness in the Immediate Family</b>	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.	Principal/ Supervisor	No loss
<b>Military Leave</b>	REFER TO ARTICLE 16, N. OF THIS AGREEMENT	Extended Leave Clerk	Limited loss of pay/loss of pay

<b>Personal Emergency Leave</b>	<ul style="list-style-type: none"> <li>○ 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. 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.</li> <li>○ A teacher may be granted up to five (5) days leave without pay for business and/or personal reasons having unusual circumstances.</li> </ul>	Principal/ Supervisor	Limited loss of pay/ loss of pay
<b>Religious Leave</b>	<ul style="list-style-type: none"> <li>○ A teacher will be granted up to two (2) days of leave per year for observance of recognized religious events.</li> <li>○ 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.</li> </ul>	Principal/ Supervisor	Loss of pay/ limited loss of pay
<b>Personal Leave</b>	<p>One (1) day of leave with pay each year is granted to a teacher for personal matters which require the teacher's absence during school hours. This leave may be accumulated up to five (5) days, except as noted in Article 22, Paragraph A. 10.</p> <p>Except in emergency situations, the teacher shall give at least three (3) school days' notice to the principal that leave will be taken under this section. The teacher need not state the reason for taking leave under this section.</p>	Principal/ Supervisor	No loss
<b>Professional Development Leave</b>	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.	Principal/ Supervisor	No loss
<b>Political Leave</b>	REFER TO ARTICLE 16, J. OF THIS AGREEMENT	Superintendent	Loss of pay/ No loss
<b>Sabbatical Leave</b>	REFER TO ARTICLE 16, K. OF THIS AGREEMENT	Extended Leave Clerk	No loss
<b>Sick Leave</b>	REFER TO ARTICLE 16, L. OF THIS AGREEMENT		
<b>Sick Leave Bank</b>	REFER TO ARTICLE 16, M. OF THIS AGREEMENT (Must be a member of the Sick Leave Bank)	Sick Leave Bank Clerk	No loss up to 40 days

## **EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

**For complete descriptions, conditions and requirements please refer to Article 16, O. of this Agreement**

- Extended leaves are granted for up to one (1) year.
- 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.
- A teacher returning from an extended leave must file 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.
- All requests for extended leaves of absence shall be submitted to the Extended Leave Clerk's office in the Human Resources Department.
- Time spent on extended leaves of absence will not be counted for seniority purposes
- 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.

## **LISTING OF EXTENDED LEAVES**

- Advanced Study Leave
- Charter School Leave
- Extended Sick Leave
- Extended Personal Leave
- Extended Part-time Leave
- Illness in the Immediate Family
- Parental Leave

## **APPENDIX D STUDENT-BASED BUDGETING**

The Albuquerque Public Schools utilizes a process of Student Based Budgeting. Student Based Budgeting is a system for funding schools. It allocates funding to schools based primarily on the number of students enrolled at a school, with various weights given based on the needs of the students and the grade level of the students. This budgeting system focuses on sending funding directly to schools so that the planning and budgeting decisions are driven by student needs and determined at the school.

### **STUDENT WEIGHTED FORMULA\***

The formula allocates funding to schools based primarily on the number of students enrolled at a school, with various weights given to those enrollments based on the needs of the students and the grade level of the students. The formula is patterned after the State Equalization Guarantee formula used by the State Department of Education to allocate resources to school districts. However, there are some modifications to the formula that make it more relevant and appropriate for use by APS. A summary example of the formula is included in Appendix A.

Features of the proposed formula:

#### **Regular Education/Basic Enrollment**

The following cost indices or weighting factors will be applied to all projected student enrollments at each school. These factors are identical to those used in the State Equalization Guarantee formula:

Level of Instruction	Weighting Factor
Kindergarten	1.440
Grade 1	1.200
Grades 2-3	1.180
Grades 4-6	1.045
Grades 7-12	1.250

The State Department of Education developed these factors based on an extensive analysis of the cost to provide these levels of instruction statewide. This provides an objective, data-driven start to the new formula. In the future, APS may wish to conduct its own cost analyses on a periodic basis to determine if adjustments to these factors are warranted. However, this type of analysis does not need to be completed in order to implement the student-weighted formula.

#### **Special Education**

The State Equalization Guarantee formula provides additional weighting factors beyond the basic enrollment factors for students enrolled in special education programs. However, special education budgeting is complex and should be changed only after further careful study. Therefore, over the next year, it is proposed that APS work to develop a mechanism for allocating most special education resources to schools in a manner similar to that used by the state. It is also proposed that the budgets for more severely disabled students and those with more extensive special needs should remain centralized because services for these students are very expensive and can be better managed at the district level. Until a working definition and formula can be developed that would allocate most special education resources while maintaining a district budget for severe need students, it is proposed that the existing special education staffing formulas be used to allocate special education funding to schools for one more year. This will allow the group time to conduct more rigorous analysis of the options for allocating special education dollars and will help to insure that a final proposal for special education is truly supportive of student needs as defined in their IEPs.

## **Bilingual Education**

Just like the State Equalization Guarantee formula, full-time equivalencies for students projected to be enrolled in approved 1 hour, 2 hour, 3 hour, or 6 hour bilingual education programs would receive an additional .5 weighting factor according to the number of hours of service provided in an approved program.

## **Certified Staff Training & Experience Index**

The State Equalization Guarantee formula includes a training & experience factor that looks at the average educational attainment and years of experience of all certified staff throughout the district. Like APS's salary schedules, higher degrees and more experience lead to a higher training & experience index, and thus more money.

This proposal recommends that APS continue to ask schools to budget for positions using average salaries rather than actual salaries. As a result, it makes sense that the formula use the district's average training & experience factor even though a separate factor could be calculated for each school based on the training and experience of the certified staff at that school. Should APS move toward budgeting actual salaries in the future, the actual training & experience factor for each school should be calculated and applied.

## **School Size Adjustment**

The State Equalization Guarantee formula includes a size adjustment to provide additional resources to those schools that are so small that the fixed costs of the school (principal's salary, secretary's salary, etc.) would use up such a large percentage of the budget that inadequate resources would remain for direct instruction. The state formula provides this adjustment to any elementary and middle schools with fewer than 200 students and to high schools with fewer than 400 students.

This proposal includes a size adjustment similar to that provided by the state. However, it proposes an adjustment for any elementary school with fewer than 300 students and any secondary school with fewer than 600 students.

The group is concerned not only about the budgetary needs for small schools, but also about the budgetary impact for schools with very large enrollments. Further analysis should be done to assess whether an additional formula factor is needed to address the needs of very large schools. In the mean time, a contingency budget should be maintained at the district level in order to address any unexpected growth beyond enrollment projections due to factors other than the proactive recruitment of transfer students.

## **At-Risk Factor**

The State Equalization Guarantee formula establishes an at-risk factor for each school district throughout the state. This factor is calculated based on an average of the following:

1. A three-year average of the percentage of the student body eligible for Title I (low income based on free and reduced lunch eligibility);
2. A three-year average of the school's mobility rate;
3. A three-year average of the percentage of the student body that is classified as English language learners.

Because this factor offers an objective, data-driven mechanism for assessing the overall needs of a school's student body, this proposal includes an at-risk factor calculated separately for each school. By including this factor, calculated specifically for each school, APS can begin to move toward a system that provides necessary at-risk resources up-front, in a preventative manner rather than waiting to provide additional resources after a school has been given a label such as a school in need of improvement or corrective action school. The idea is to get the resources to where the student needs are right from the start so that schools do not end up with these labels. However, some resources should be maintained at the district level to provide emergency assistance to schools facing corrective action. Additional work should be done to assess whether other possible predictors of student success should be included in the at-risk factor.

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\*From Albuquerque Public Schools, Weighted Student-driven Allocations: A Proposal To Revise The Process For Allocating Resources to Schools, Prepared by: Cluster Leader Principals, Office of the Assistant Superintendent for the Cluster System, Budget Office, January 2, 2003.



## APPENDIX E TIME CHART

The Negotiated Agreement and District practices allow for additional time and flexible scheduling to be used for professional development and other school-specific functions. The chart below clarifies how the time can be used and who determines how it is used.

<b>Article of agreement and/or description</b>	<b>What</b>	<b>Who decides</b>
5, C.4. Lengthening of the duty day (see page 8)	The duty day can be extended up to two (2) hours every twenty workdays. The time must be used for school business and must be attached to the duty day. In other words, teachers cannot be required to return to work in the evenings.	Principal/Supervisor can use these hours at his/her discretion
5, C.5. Professional development time (see page 8)	Up to thirteen (13) hours per school year can be used for professional development and staff development activities.	It is the Instructional Council's responsibility to: <ul style="list-style-type: none"> <li>○ Decide in collaboration with the whole staff whether or not to use up to 13 hours for professional development;</li> <li>○ Come to consensus with the staff on the content of the professional development;</li> <li>○ Come to consensus with the staff on the scheduling of up to 13 hours for professional development.</li> </ul>
5, C.6. Federal, state or judicial training requirements (see page 8)	Up to fourteen (14) hours per school year can be used if required by a federal, state or judicial mandate.	The district notifies teachers of the training and the entity requiring the training.
"183 <sup>rd</sup> Day" One day, or 6.5 hours, for professional development	A day for professional development. Only professional development can occur during this time The day can be divided up into segments not to exceed 6.5 hours.	Instructional Councils
"Banking" of instructional time	Schools sometimes extend the student instructional day In order to get blocks of time for school- or cluster-specific activities. By extending the instructional day, schools meet state requirements concerning instructional time. This provides time when students are excused from school so that staff can have time for professional development, in-service, training etc.	Instructional Councils decide if and how the time should be used.
Open House/Curriculum Night	It is a professional responsibility of teachers to attend one (1) open house or curriculum night.	ATF and APS mutually agreed that it is the responsibility of the teacher to attend one of these functions. It is the principal who decides when the function will occur.

## APPENDIX F CREDENTIAL DIFFERENTIALS

*Credential differentials are provided for credentials above minimum teacher licensure requirements. Differentials are provided because the credential adds to the teacher's knowledge base and abilities.*

<p><b>Bilingual and ESL Differentials</b> <b>\$500 Differential</b></p> <ul style="list-style-type: none"> <li>○ Teachers who possess a current Bilingual and/or ESL endorsement receive a differential effective the beginning of the school year.</li> <li>○ Teachers obtaining their endorsement for the first time shall be paid the entire differential payment as long as their endorsement has been approved by the Public Education Department no later than September 15.</li> <li>○ <b>Note:</b> Endorsements issued after September 15 will be compensated on a prorated basis. Teachers on waiver do not qualify for the differential. Differential payments will be made to teachers who possess an unexpired, regular teaching license.</li> </ul>	
<p><b>Additional \$2,500 Differential for Bilingual</b></p>	<ul style="list-style-type: none"> <li>○ Per the school's approved Alternative Language Services (ALS) plan and the Public Education Department's approved Bilingual Application, a <b>\$2,500</b> differential will be paid to bilingual endorsed teachers who teach content area classes in the student's home language for a minimum of 45 minutes or one class period a day. In the event a teacher qualifies or begins to provide service for this portion of the differential after the school year begins, the teacher will be paid a prorated amount of the differential.</li> <li>○ Payment for the <b>\$2,500</b> portion begins with the first paycheck in December, with all of the checks for the remainder of the contract year equal in value. <b>Note:</b> Teachers must be included in the ALS plan no later than September 15 in order to receive the full differential amount. Teachers included in the ALS plan and/or commencing services after September 15 will be paid on a prorated basis.</li> </ul>
<p><b>Additional \$2,500 Differential for ESL</b></p>	<ul style="list-style-type: none"> <li>○ Per the school's approved ALS plan, the additional <b>\$2,500</b> differential is for TESOL endorsed teachers who teach a structured English language (ESL) class for students whose home language is not English for a minimum of 45 minutes or one class period a day. Students who require ESL classes are NEP, LEP, LEPa and at-risk LEPC students as determined by the Language Assessment Scales. Content area classes such as math, social sciences, science, PE, etc. do <b>not</b> substitute for ESL classes. In the event a teacher qualifies or begins to provide service for this portion of the differential after the school year begins, the teacher will be paid a prorated amount of the differential.</li> <li>○ Payment for the <b>\$2,500</b> portion begins with the first paycheck in December, with all of the checks for the remainder of the contract year equal in value. <b>Note:</b> Teachers must be included in the ALS plan no later than September 15 in order to receive the full differential amount. Teachers included in the ALS plan and/or commencing services after September 15 will be paid on a prorated basis.</li> </ul>
<p><b>National Board for Professional Teaching Standards Certificate</b></p> <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ For school year 2005-06, the differential value is \$4,748</li> </ul> <p>Should the state discontinue funding this differential, Board certified teachers shall receive a differential of \$2,000.</p>	

## APPENDIX G TEACHER LEADERSHIP DIFFERENTIALS

Differential	Amount
<p><b>Literacy, Math, Early Childhood Leaders</b></p> <p>The decision concerning which differentials will be assigned at each elementary school shall be collaboratively decided through the instructional council.</p> <p>Literacy and math leaders are elected by the staff at large and serve for two years.</p> <p>Note: If a school would like to provide compensation for a teacher leadership position other than the above, a waiver of the language must be requested. Both Albuquerque Public Schools and the Albuquerque Teachers Federation must approve the waiver request.</p> <p>In order for the union to approve the request, seventy-five (75) percent of the union membership at the school must agree to the request.</p> <p>Requests for waivers should be sent to the Albuquerque Teachers Federation. If the union approves of the request, it will submit the request to the district for consideration.</p>	<p><b>\$4,800</b> allocated to each elementary school for three (3) differentials.</p> <p><b>\$3,200</b> allocated to each middle and high school for one (1) literacy leader and one (1) math leader.</p> <p>The pay for each differential assignment is <b>\$1,600</b>.</p>
<p><b>Elementary Team Leader</b></p> <p>Elementary Team Leaders - There shall be a collaborative effort between administration and certified staff at each school site to establish from one (1) to eight (8) 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 of all certified teaching staff.</p> <p>a. Term: Positions shall be for a term of one year; all positions shall be evaluated by the teaching staff annually at the end of the school year redesigned, redefined and/or differential amounts reallocated. Teachers may be reelected to a Team Leader position for more than one year.</p> <p>b. Election of Team Leaders: Team Leaders must be members of the certified teaching staff. They shall be elected by all certified members of the teaching staff annually in a secret ballot election. 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. Results of the election shall be reported to Human Resources no later than October 1 of each school year.</p> <p>c. Differential: The sum of \$7,350 will be allocated to each elementary school site to be used as payment for differentials.</p> <p><b>Summary, related information</b></p> <p>Determination of the number of positions, types of positions and differential amount for each position shall be made through a school-wide consensus process between the administration and the licensed staff.</p>	<p><b>\$7,350 for up to eight (8) positions.</b></p>

<p>Note: If a school would like to provide differential compensation for more than 8 teachers, a waiver of the language must be requested. Both Albuquerque Public Schools and the Albuquerque Teachers Federation must approve the waiver request.</p> <p>In order for the union to approve the request, seventy-five (75) percent of the union membership at the school must agree to the request.</p> <p>Requests for waivers should be sent to the Albuquerque Teachers Federation. If the union approves of the request, it will submit the request to the district for consideration.</p>	
<p><b>High School Team Leader/Department Head and High School, Middle School and Elementary School level Special Education Department Head</b></p> <p>Election/Selection procedures for choosing Team Leaders, including a procedure for resolving tie votes, will be agreed upon by team members before elections take place. Personnel from each team shall agree to choose Team Leaders in one of the following manners:</p> <ol style="list-style-type: none"> <li>1. Team Leaders shall be elected by team members.</li> <li>2. Team members shall select two (2) or more persons and submit names to principal who shall choose a Team Leader from that list.</li> <li>3. The Team Leaders shall serve for a period of two (2) years. If the position becomes vacant during the two year term, a replacement shall be named according to the election/selection procedure described above.</li> </ol>	<p>6-15 teachers in department – <b>\$1,600</b>  16 or more teachers in department – <b>\$1,800</b></p>
<p><b>Middle School Team Leader</b>  Election/Selection process is the same as for High School Team Leader and Special Education Department Head.</p>	<p><b>\$1500</b></p> <ul style="list-style-type: none"> <li>○ Four (4) differentials will be provided for schools with a student enrollment of 800 or less</li> <li>○ Five (5) differentials will be provided for schools with a student enrollment over 800.</li> </ul>

## APPENDIX H

### PROCESS FOR OBTAINING A WAIVER TO THE NEGOTIATED AGREEMENT

A provision of the Negotiated Agreement may be waived or altered only with the written consent of both the District and the Federation. Article 25, C. A request for a waiver of a provision of the Agreement shall be granted or denied using the following procedure:

#### **Waiver Request Specific to an Employee**

Request for a waiver limited to the individual requesting the waiver must be made, in writing to the President of the Federation and the Director of Labor Relations for the District. The request shall specify the provision to be waived and the reason(s) for the request.

#### **Waiver Request Affecting More than One Employee**

Request for a waiver which affects two or more employees must be made, in writing, to the President of the Federation and the Director of Labor Relations for the District. The request shall include the provision to be waived and the reason(s) for the request.

##### **o Process for Federation Approval of Waiver Request Affecting More than One Employee**

The Federation has established, by action of its policy making body, the ATF Fed Rep Council, its own internal procedure for granting approval of a waiver request from a school or work site or employees at a school or work site. This procedure has not been approved by the District and the District did not participate in formulating this procedure. The procedure is an internal union matter and is governed by the Federation's regulations and bylaws.

In order for the union to approve a waiver request, seventy-five percent (75%) of the Federation membership at the school or site must agree with the request (not seventy-five percent (75%) of those actually voting.) The Federation representative at the affected school or site shall conduct a vote of the membership. Requests for a waiver, with verification that seventy-five percent (75%) of the site membership has approved the request, shall be sent to the President of the Federation. The Federation will review the waiver request and then advise the District, in writing, of its decision.

##### **o Process for APS Approval of a Waiver**

Waiver requests are reviewed by District administration, the site(s) and/or department(s) affected by the request. The guiding criteria are the "best interests" of students and staff. This procedure is an internal District process. This procedure has not been approved by the Federation and the Federation did not participate in formulating this procedure. The procedure is an internal District matter and is governed by the District's policies and procedures.

# APPENDIX I

## ALBUQUERQUE PUBLIC SCHOOLS/ALBUQUERQUE TEACHERS FEDERATION

### REVIEW OF TEACHER PERFORMANCE EVALUATION WITHIN THE 3-TIERED LICENSURE SYSTEM

#### Purpose

“Teacher evaluation has as its primary purpose the improvement of teacher performance” (APS/ATF Negotiated Agreement). One of the purposes of performance evaluation within the context of the 3-Tiered Licensure System is to establish a means to verify that teachers are meeting the 9 approved Public Education Department competencies for teachers in the state of New Mexico at a specific licensure level. Both principals and teachers have roles and responsibilities within this evaluation process.

#### Process

- All teachers are evaluated yearly.
- The summative evaluation form, the progressive documentation of teacher performance form, and the PDP form are used to document the evaluation of teachers.
- All teachers are responsible for all 9 competencies yearly.
- Teachers meet competencies; not indicators. Indicators describe each competency. There is not a number or percentage of indicators that a teacher must meet in order to be proficient in a competency.

Principals should draw from all the indicators as descriptors of teacher proficiency in each competency area.

Teachers should draw from all the indicators to demonstrate proficiency in each competency area.

- In order for a principal to check “does not meet” for any competency, one of the following must have occurred:
  - 1) The teacher has been placed on an improvement plan by the principal; or
  - 2) The teacher was disciplined for a conduct issue related to a competency and was previously placed on an improvement plan due to the misconduct. For the specific policies and procedures regarding disciplinary action, contact the Labor Relations Office, the Director of Labor Relations, or the Teachers Federation.
- If during the year, a teacher is not meeting a competency, then the principal must place the teacher on an improvement plan at that point. The principal must also contact Human Resources so that the APS process for an improvement plan is followed.
- To place a teacher on an improvement plan, there must exist specific documentation indicating a teacher is failing to meet one or more competencies. The documentation must be tied to the competencies.
- If a teacher is on an improvement plan and at the end of the year the documentation shows he/she did not improve, then the principal checks “does not meet” for a particular competency.
- If a teacher is on an improvement plan and at the end of the year, the documentation shows he/she did improve, then the principal would check “meets” for a particular competency.
- Should a Level 3 teacher not meet competencies at level 3 for a 2-year period and there is sufficient documentation to prove this, there exists a process through which a teacher may be moved to level 2. The Secretary of Education is the only person who can make this decision. The Secretary of Education would base this decision on the information provided by the local school district. Depending on that decision, there also exists an appeal process.
- This process does not apply to a Level 2 teacher since moving to Level 1 is not an option.

## **Roles and Responsibilities for Evaluation**

### **Teacher**

- Demonstrate proficiency in all 9 New Mexico teacher competencies.
- Draw from all the indicators to demonstrate proficiency in each competency area.

### **Principal**

- Verify that teachers are meeting the 9 New Mexico teacher competencies.
- Draw from all the indicators as descriptors of teacher proficiency in each competency area.
- Reminder: Teachers meet competencies; not indicators.

## **Roles and Responsibilities under an Improvement Plan**

### **Teacher**

- Review with the principal the improvement plan provided by principal.
- Acknowledge that it is the teacher's professional responsibility to meet the goals and expectations as outlined in the improvement plan.
- Utilize indicators from competencies and expectations outlined in the improvement plan given by the principal to improve.
- Request and utilize support that will lead to improvement.

### **Principal**

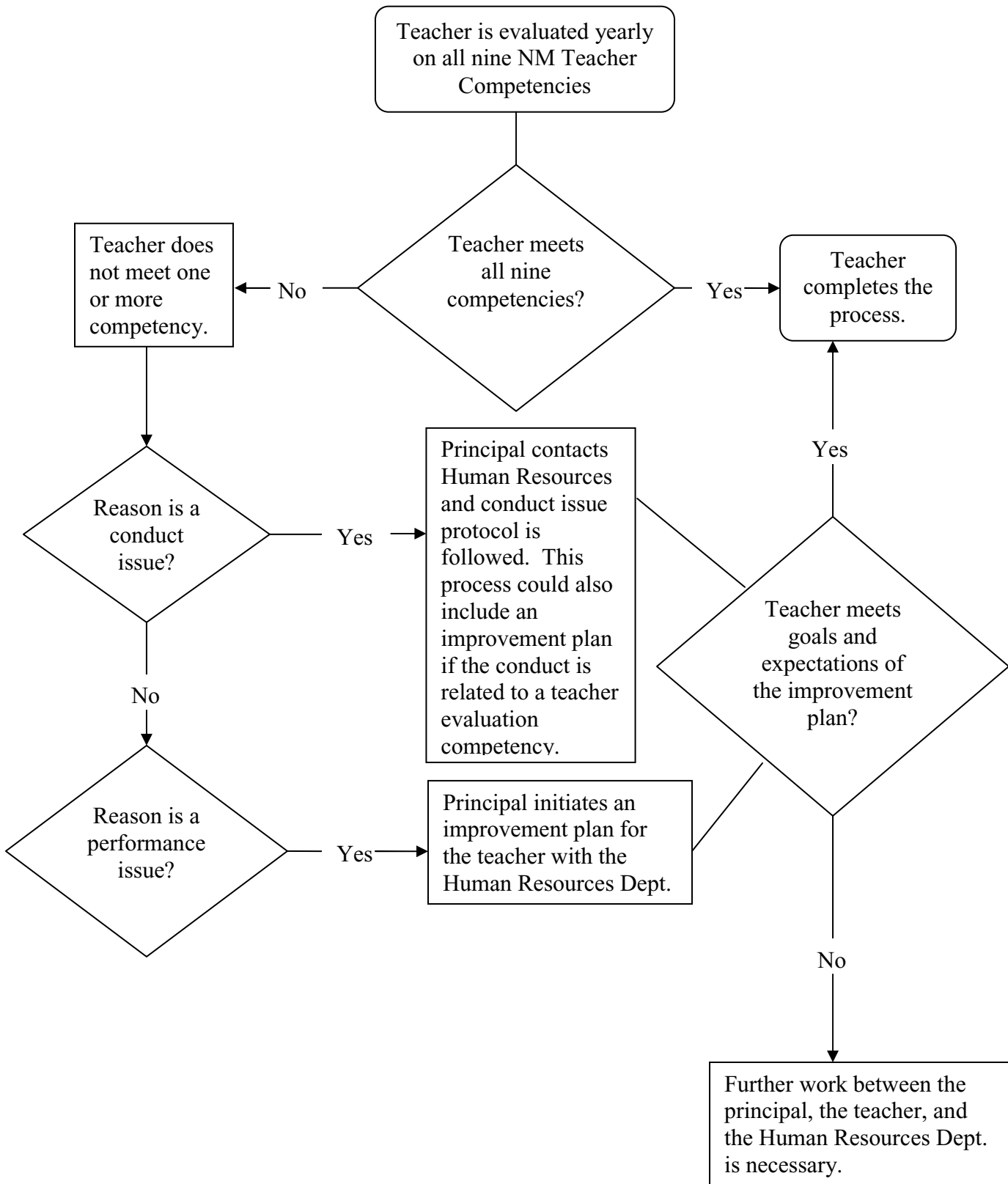
- Contact Human Resources so that the process is followed according to APS guidelines/Negotiated Agreement.
- Provide teacher with documentation tied to competency(ies) that the teacher is not meeting.
- Be descriptive and non-judgmental.
- Be accurate with facts, dates, times, names, etc.
- Provide teacher, in the improvement plan, clear expectations that will demonstrate improvement.
- Provide teacher with regular feedback. (Summary memos of observations, parent conferences, teacher conferences, etc.) The teacher must know how he/she is doing during the process.
- Provide teacher with support to help improve.
- Provide teacher a specific timeline to improve.
- Monitor on a regular basis so that verification of improvement or lack of improvement is easily documented.

### **Resources**

- Evaluation Steps for Improvement available on the APS intranet at [aps.edu](http://aps.edu)
- Assessment Guidelines for the New Mexico Teacher Competencies and Indicators available at [www.teachnm.org](http://www.teachnm.org).
- Questions? Contact APS Human Resources and/or the Albuquerque Teachers Federation.

## **APS TEACHER EVALUATION**

# FLOW CHART





## APPENDIX J

### MEMORANDA OF UNDERSTANDING

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#### MEMORANDUM OF UNDERSTANDING SPECIAL EDUCATION CONTINUUM OF SERVICE DELIVERY OPTIONS

As the Albuquerque Public Schools (APS) and the Albuquerque Teachers Federation (ATF) seek to improve the quality of services provided, many innovative models of service delivery have emerged. Any model for service delivery needs to accommodate all services as indicated on an individual student's IEP.

Special Education requires that a school provide a continuum of service delivery options in order to meet the varied individual needs of students who are eligible to receive special education services. Such a continuum would include the following:

- > Full participation in the general education class - the student pursues the same objectives within the same activities
- > Multi-level instruction - students attend the general classroom but pursue different objectives at multiple levels based on individual need
- > Curriculum overlapping - a group of students is involved in the same lesson in the general education classroom but pursuing goals and objectives from different curricular areas
- > Alternative participation - students pursue alternative activities if the general education class does not address student needs through strategies described above
- > Participation in general education classes and alternative special settings
- > Self-contained special education services

Some models of service delivery within this continuum are part of an overarching strategy called "co-teaching":

- > Supportive Teaching - one teacher presents content, another provides enrichment
- > Parallel Teaching - teachers sometimes work in separate groups in the classroom
- > Complementary Teaching - certain learning strategies within the context of a content lesson
- > Team Teaching - both teachers share the whole class instruction; lessons can be divided and there may be simultaneous instruction

The intent of the Individuals with Disabilities Education Act (IDEA) is to serve all children within the general education setting (whenever possible) with the use of supplemental aids and services. Removal from general education can occur only after the District can justify that the student's needs cannot be satisfactorily met in the general education setting. The District and the Federation support all schools in their endeavors to achieve the least restrictive environment for each student.

#### DEFINITIONS

Often, the differing interpretations of terms are so varied that meaningful dialogue becomes hampered. The following definitions are offered in order to develop a common vocabulary. The following terms have a basis in state and federal regulations.

**Special Education**: The Individuals with Disabilities Act (IDEA) guarantees that students with

disabilities will have “a free appropriate public education (FAPE) that emphasizes special education and related services designed to meet their unique needs and prepare them for employment and independent living” (1997 amendments)

**Least Restrictive Environment:** A term referred to in DEA that requires:

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled and that placement in special classes, separate schooling or other removal of children with disabilities from the regular educational environment occur only when the nature or severity of the child’s disability is such that education in general education classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

**Inclusion:** Not a term used in regulation but is a philosophy (not a program or strategy) that believes all students in a school should have equal access to all program and services in an integrated setting. It is a belief that each individual is valued and belongs to the school and the surrounding community.

### **SPECIAL CONSIDERATIONS AND SUGGESTIONS**

The following considerations and suggestions are provided to assist schools in structuring programs to meet special education students’ individual needs:

1. Special education is an integral part of the total educational enterprise, not a separate entity nor a place. It is a means of enhancing the capacity of the educational system to serve the needs of all students.
2. Decisions about the appropriate education for students with disabilities must be made on an individual student basis. Each decision must be a cooperative venture involving educators, parents and, when appropriate, the student.
3. The aim of any service must be to facilitate the provision of an appropriate education for the student. A clearly stated educational rationale is necessary to remove a student from his or her current educational setting to a more or less restrictive environment within the continuum of services.
4. The commitment to educate a student with disabilities in the general education classroom setting should continue to the degree that is consistent with meeting the specific needs of that student.

### **SUMMARY**

The planning, selection, and availability of service options must be based solely on individually identified student needs. In all cases, the general education setting must be considered first, especially given the strategies available to general and special education personnel. If, after special consideration, it is determined that the student will not benefit from full inclusion in the general education setting, a variety of other settings may be considered with the least restrictive educational setting identified as a guiding principle.

There have been proposals by some schools to eliminate all self-contained or segregated special education service options. This would obviously result in a continuum of services not being made available to students in those schools. The District and the Federation support individual children being served in a general education classroom 100% of the time with appropriate support as just one option within the continuum of services. The District and the Federation cannot support full inclusion as a policy/practice in which all students with disabilities receive their total education within the general classroom, without regard for their individual needs. All schools are expected to meet the individual needs of their students unless the district has created a specially designed program to meet the needs of a low incidence population of students.

## **MEMORANDUM OF UNDERSTANDING SUPPORT FOR COLLABORATIVE LEARNING COMMUNITY AND LESSON STUDY LEADERS**

Albuquerque Public Schools and the Albuquerque Teachers Federation believe it is important to support existing teacher leadership opportunities that support teaching and learning. To this end, the parties agree to support the work of existing Collaborative Learning Community (CLC) Leaders and Lesson Study (LS) Leaders. Furthermore, it is the intent of both parties to review contract language through the SQT committee to determine how the work of CLC and LS Leaders can be incorporated into differential positions covered in the negotiated agreement.

## **MEMORANDUM OF UNDERSTANDING EVALUATION TASK FORCE**

Albuquerque Public Schools and the Albuquerque Teachers Federation charge the S.Q.T. Team with the task of addressing the evaluation procedure. The S.Q.T. will be charged with aligning changes in the state teacher evaluation system with the needs of the district and its teachers.

Topics to be addressed include, but are not limited to, (1) updating Professional Development Plans language so that it aligns with the new state Public Education Department guidelines and requirements; (2) developing a peer intervention plan for consideration by the parties; and (3) aligning the intensive evaluation language in the agreement to reflect current Human Resources practices.

## **MEMORANDUM OF UNDERSTANDING JROTC INSTRUCTOR COMPENSATION**

During negotiations for the 2005/06 school year, the District and the Federation reached the following agreement regarding JROTC Instructor compensation:

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.
4. The Federation withdraws the Level 3 grievance, dated January 24, 2005.
5. Article 6, paragraph C.2.c, shall be revised to read:  
JROTC Instructors shall have an extended contract and salary as provided in federal regulations and the APS/ATF Memorandum of Understanding (Appendix I). JROTC Instructor salaries shall not be reduced during the school year as a result of an increase in military retirement benefits.

## APPENDIX K

### THE ALBUQUERQUE TEACHERS FEDERATION CODE OF PROFESSIONAL RESPONSIBILITIES FOR TEACHERS

The following Code of Professional Responsibilities was written by teachers for teachers. It is included solely as a statement to reinforce the Albuquerque Teachers Federation's commitment to the profession of teaching.

#### Categories of Responsibility:

**Teaching:** Classroom instruction is the primary responsibility of the teacher. Included in that instruction is:

- the planning and implementation of daily classroom experiences
- an understanding and awareness of student development
- a command of content knowledge
- a knowledge of and ability to implement appropriate methodology
- the ability to think both deeply and broadly about subject areas and the pedagogy of teaching
- the knowledge of and responsiveness to students
- the ongoing assessment of student's progress and one's own teaching

**Professional Development:** It is necessary for teachers to engage in ongoing professional development in order to maintain, gain and enhance their knowledge and implement current best practice in their field of expertise.

Currently teachers pursue professional development through:

- a self directed PDP
- district staff development offerings
- school based staff development
- university course work on their own time
- collaboration with peers
- work on various school, district and union committees
- presenting at and attending conferences and workshops

**Parent Relationships:** Teachers maintain ongoing communication with parents of their students. Teachers communicate through some or all of the following ways:

- newsletters
- phone conversations
- individual notes
- weekly reports
- student contracts
- daily feedback about a student's work through grades and comments
- conferences
- report cards

Relationships between teachers and parents are extended through joint work on school and district related committees.

**Peer Relationships:** As part of a school community teachers participate in many committees and task forces in which they work collaboratively with their peers. As they network with each other, teachers share:

- curriculum ideas
- materials
- knowledge and expertise
- students and information about them

Teachers work collaboratively in order to plan the best possible educational programs for students. Teachers work in conjunction with the administration and staff in order to provide a cohesive school experience.

**Public Image:** Teachers are spokespeople for public education. Teachers represent their profession to the community at large and as such model behavior and appearance appropriate to the profession.

## APPENDIX L



**ADDENDUM TO**  
**THE**  
**NEGOTIATED AGREEMENT**  
**BETWEEN THE**  
**ALBUQUERQUE MUNICIPAL**  
**SCHOOL DISTRICT NUMBER 12**  
**AND THE**  
**ALBUQUERQUE TEACHERS FEDERATION**



**ALBUQUERQUE  
PUBLIC SCHOOLS**



**ALBUQUERQUE  
TEACHERS  
FEDERATION**

**2006-2007 ADDENDUM**

## ARTICLE 5, E. CONDITIONS OF PROFESSIONAL SERVICE

### E. Preparation Time

#### REVISED

1. All employees on Salary Schedules AT1, AT2, AT3 and A2 shall have within the duty week a minimum of 200 minutes for preparation and planning:

#### a. Elementary

1. Teachers shall have all modified Wednesdays for use as preparation free from specific duty assignments. In addition, teachers shall have available for preparation time that time during which a teacher's class is receiving physical education instruction. Preparation time shall be in 15-minute block minimums.
2. In schools that are not on the modified Wednesday schedule, teachers shall have a minimum of 200 minutes for preparation each week, free from specific duty assignments. In addition, teachers shall have available for preparation time that time during which a teacher's class is receiving physical education instruction. Preparation time shall be in 15-minute block minimums.

#### NEW

3. Schools that use the time a teacher's class is receiving instruction from another licensed educator as preparation time shall identify the time specifically as preparation time on the school schedule. The schedule shall be distributed to teachers within ten workdays after the beginning of the school year.

4. 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 for 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 Union.

#### b. Middle and High School

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 400 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. Individual preparation time shall be considered separate and exclusive from collaboration time.

## ARTICLE 6, A. REMUNERATION AND PROFESSIONAL SERVICES

### A. Salaries

#### REVISED

1. Salary Schedules (AT1, AT2, AT3, A2, A3, A4), including longevity indexes, are subject to review annually.  
*Refer to Appendix A.*
2. Credit on the salary schedule 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 AT1, AT2 and AT3 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. Counselors will receive credit on the AT1, AT2 and AT3 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.
  - a. Article 6, 3. 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.



## ARTICLE 6, A.6. COMPENSATION

### 6. 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.
- b. 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.
- c. 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.
- d. 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.

#### **NEW**

- e. 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 \$19.00 per hour for the 2006/07 school year and beginning with the 2007/08 school year and thereafter, \$20.00 per hour.
- f. Teacher, librarian and counselor positions for summer school will be paid at the rate of \$20.00 per hour.
- g. 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.
- h. An evaluation specialist or school psychologist performing evaluations outside of the school work year shall be paid at the following rate: \$210.00 per evaluation, \$275.00 per bilingual evaluation and \$35.00 per no show.

## NEW

### ARTICLE 6, C. 3. REMUNERATION AND PROFESSIONAL SERVICES, PAY DIFFERENTIALS

3. 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 \$2500.00 for providing TESOL services only.
      - b. Additional \$3000.00 for providing Bilingual services only.
      - c. Additional \$3500.00 for providing both TESOL and Bilingual services.

Note: Instructional Coaches and Resource Teachers are eligible to receive these differentials if the staffing need is there and they are providing services to a documented caseload of students. SLPs who currently hold a Bilingual or TESOL credential are also eligible
4. 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 \$1000.00 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.
5. The number of differentials authorized for providing services at the school shall be determined by the total LEP 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 15. 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.

## ARTICLE 9, THE MENTOR PROGRAM: AN APS/ATF/UNM PARTNERSHIP

### NEW

- A. The parties agree to the continuation of the District Mentoring Program (DMP).
- B. All first year teachers (FYT) who hold a New Mexico Level 1 teaching license are eligible to be in the DMP. The Program will provide individual support for every first year teacher (FYT) from designated mentors who are District teachers.

#### C. Leadership Team

A joint leadership team will guide the development of the DMP. The Albuquerque Public Schools/ Albuquerque Teachers Federation/University of New Mexico Leadership Team consists of the District Superintendent, Federation President and the Dean of the University of New Mexico's College of Education.

#### D. Joint Governance Panel

The Joint Governance Panel (JGP) will preside over all aspects of the Mentor Program. The Panel will consist of the Mentor Program Coordinator and 14 members, six appointed by the union president, six appointed by the superintendent and two appointed by the Dean of the College of Education. A panel member's term will consist of a minimum of two years. Vacancies on the Joint Governance Panel will be filled by the leader of each partner group. Each panel member will:

- Attend two meetings per month throughout the school year and in the summer. During the school year one of the monthly meetings will coincide with the mentor's monthly meeting. The monthly meetings will be held outside the duty day. Attendance and full participation is expected from each panel member. If meetings are missed in excess of three absences, or other duties not completed, the panel member may be replaced by the leader of the group.
- Participate in ongoing design and oversight of the program.
- Assist in the interviewing and selecting of mentors. As part of this responsibility, each panel member will personally monitor the work of a designated number of mentors.
- Maintain consistent communication with their designated mentors. Quarterly contacts are the minimum. Communication includes but is not limited to participation at the monthly mentor meetings, phone calls, e-mails and observations.
- The panel member will submit a written report of the contacts to the panel. Time for discussion of the mentor contacts will be made available at the JGP meetings.
- Classroom teachers who are panel members and require a half day substitute teacher to fulfill their responsibility will be supported by APS, specifically TLS, and ATF.
- Review mentors' and administrators' reports on FYTs and making recommendations for interventions if necessary to school or district personnel.
- Maintain consistent communication and coordination with all the partners.

The Joint Governance Panel will make decisions by consensus whenever possible. If a vote is necessary, then seven votes on the panel are required to approve an action.

#### E. Panel Composition

The Panel shall consist of fourteen (14) members – six (6) appointed by the Federation President, six (6) appointed by the Superintendent, and two (2) appointed by the University Dean.

#### F. Panel Member Compensation

Each member of the Panel shall receive an annual differential of \$3,000.

#### G. Mentoring Program Coordinator

1. The coordinator must hold a Level 3 teaching license and be selected by a team of members from the JGP.

2. The Coordinator will be responsible for the day-to-day activities of the Program.

Responsibilities include:

- Organizing materials for the JGP
- Overseeing the mentor application and selection process
- Observing mentors and FYTs as needed.
- Maintaining responsive, up-to-date communication with teachers and administrators in the district
- Matching mentors to FYTs
- Preparing mentor and FYT handbooks, professional development materials and activities.
- Attending Joint Governance Panel meetings
- Preparing reports on the program for the Joint Governance Panel and the Partnership Leadership Team.
- Maintaining program records, including a comprehensive data base

3. The coordinator shall be paid according to the applicable teacher salary schedule. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.

4. The Coordinator will have the support of a full-time secretary.

#### H. Support for the First Year Teacher

FYTs in the program will receive support and technical assistance that reflect the developmental nature of their initial experiences in the classroom. A mentor who is in the relevant area of certification or grade level will be assigned to each FYT. FYTs will meet with designated mentors to conduct an individual needs assessment and identify areas for support. FYTs will also participate in district-wide and school-based orientations to help them become an active member of their educational community. During the school year, FYTs will meet regularly with mentors to discuss their progress and developmental needs, communicate regularly with the program coordinator, be observed and receive feedback from their mentor frequently, and participate in relevant professional development activities at their school. They will also have professional leave days during which they can work with their mentors. All Level 1 teachers are required to participate in a mentoring program as specified in state law.

#### I. Mentor Teacher

The APS Mentoring Program will take a comprehensive approach to providing qualified mentors for each FYT 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. A mentor is

a professional colleague who can model exemplary instruction in an empathetic, non-evaluative and supportive manner in response to the needs identified by the first year teacher.

#### J. Mentor Selection Process

1. In order to be eligible to mentor a FYT, a veteran teacher must have attained New Mexico Master Teacher status (Level 3 Licensure). Qualified Master Teachers who desire to be mentors will submit an application 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 as well as a letter of recommendation from a principal or supervisor, a teacher colleague, and the site Federation Representative.
2. 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 FYTs. 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.
3. 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.
4. Mentor Teacher Qualifications
  - Status as a permanently certified Level III teacher (Master Teacher).
  - Successful classroom teaching experience and/or direct student contact, 3 years of which must be with the Albuquerque Public Schools.
  - Demonstrated ability to work successfully with students who have the greatest needs.
  - Demonstrated outstanding classroom (or direct student contact) teaching ability.
  - Demonstrated effective written and oral communication skills.
  - Evidence of professional growth, including leadership and participation in a wide range of significant professional development activities.
  - Extensive knowledge of a variety of classroom management, interpersonal interaction and instruction techniques.
  - Demonstrated ability to work cooperatively and effectively with other professional staff members.
  - Demonstrated involvement with students, their families and the community.

#### K. Mentor Preparation and Support

1. Mentors will attend professional development that will address the following topics:
  - Overview of roles and responsibilities
  - Record keeping responsibilities
  - Research on mentoring and questioning techniques to assist FYTs to think critically about their practice
  - Research on teacher development.
  - Formative and summative evaluation
  - Confidentiality
2. 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. They will also work with one member of the Joint Governance Panel who will monitor and support the activities of a designated group of mentors.

#### L. Roles, Responsibilities and Compensation

1. The chief role of the mentor is to offer support and practical advice to FYTs based on observation of and discussion about experiences related to the FYTs teaching.
  2. Funding allocations will be decided by the Partnership Leadership Team and the district.
  3. School-based Mentors
    - a. School-based Mentors shall have a full teaching load and work with FYTs at their own schools as time allows – before school, during the school day, or after school. School-based Mentors shall also have access to professional leave days during the year when substitutes can be hired for mentors to work with or observe their FYTs.
    - b. School-based mentors shall maintain a full teaching load and shall 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.
  4. Traditional mentors will have at least a .4 teaching load and receive \$500 for each FYT they mentor. A full load for a traditional mentor shall not exceed four FYTs.
    - 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.
  5. Job responsibilities
    - Mentor teachers will attend training prior to the school year.
    - Mentor teachers will provide support and technical assistance to the first-year Teacher(s) assigned to them. Support should be differentiated based on the needs of the first-year teacher.
    - Mentor teachers will conduct an individual needs assessment in order to identify areas for support. Mentor teachers will meet regularly with the first-year teacher(s) assigned to them to discuss their progress and developmental needs, communicate regularly, observe and provide frequent feedback.
    - Mentor teachers will complete required paperwork.
    - Mentor teachers will participate in required monthly training meetings.
  6. Applicants who are selected as mentors will:
    - Attend training prior to the school year.
    - Continue in their current position until appointed to an active assignment. Selection as a Mentor Teacher is not a guarantee of active assignment.
    - If assigned, work as a Mentor Teacher to first-year teachers as defined by the program. Mentor Teachers shall continue in the position as specified in the APS/ATF/UNM Partnership. Mentor Teacher designation will carry a two-year term with an exception for mentors approved in the 2005-2006 school year. Those mentors approved in 2005-2006 will carry a 3 year term of mentor teacher designation. At the end of that time, teachers must re-apply and complete a screening and selection process in order to continue in The Mentor Program: An APS/ATF/UNM Partnership.
    - Agree to a schedule consisting of both teaching responsibilities (and direct student contact) and additional professional responsibilities.
- M. Mentors will attend an annual workshop for mentor training. If a mentor teacher attends the workshop, but is not matched with a FYT they will receive a stipend for their time and participation.
- N. New Teacher Orientation (NTO)

1. The DMP coordinator, in partnership with the Albuquerque Teachers Federation and with volunteers from the JGP, will be responsible for organizing the annual New Teacher Orientation.
  2. The NTO will include a new employee orientation sponsored by APS Human Resources.
  3. Any first year teacher hired before the NTO will be matched with their mentors at the orientation.
  4. 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. Upon completion of the hiring process, the APS Humans Resources department will provide the names of the new employees to the DMP coordinator and to ATF.
- O. Mentors shall support FYTs over the course of the year and document their activities to share with the Program Coordinator and the Joint Governance Panel.
- P. Mentors will attend monthly district-wide mentor meetings and professional development.
- Q. Specifics concerning the Program not covered under this agreement are covered under a separate agreement between the Partnership Leadership Team. Rules and operating guidelines are established by the Joint Governance Panel.
- R. Principals shall retain full responsibility and authority to evaluate teachers being mentored in the Program.



## NEW

### ARTICLE 14, STAFFING

#### 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 for additional information on class loads including individual and average per/class limits). Class load limits provided for in New Mexico state statutes do not apply to band or music classes or athletic electives.
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) as established in provisions of state statute as follows:

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; and
  - 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. The parties recognize that a significant value of some specific block scheduling models is to allow opportunities for teachers to work with students in settings with smaller pupil teacher ratios (PTRs) as well as in settings that allow for longer periods of time with the same block of students. For other block scheduling models, although numbers

of students seen may be larger, longer prep times for teachers may result, and additional time for collaboration may become available.

2. The total number of students to be seen by a teacher in any given week shall be determined by the block schedule model utilized and/or the alternative curricular plan adopted by the individual school and its stakeholders. In every case, every effort should be made to keep the “per week” number as low as possible.
3. When block scheduling results in the number of students seen by any teacher in a given day exceeding 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.
4. Schools considering 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. consider establishing caps on the total number of students a teacher may see in any given week, recognizing that some block schedules will result in lower per day numbers but higher per week numbers of students seen.
  - d. develop a plan for assessing and evaluating the effectiveness of the block schedule they have adopted on an ongoing basis.

## NEW

### APPENDIX TO THE NEGOTIATED AGREEMENT

#### Support and Related Services Personnel Career Pathway System

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

#### Description of the Career Pathway Components and a Comparison to the Teacher Licensure System

1. Years of Experience  
The following criterion is **analogous** to the teacher licensure system.
  - The requirement for movement from Level 1 to Level 2 is a minimum of 3 successful years at Level 1, and no more than 5 years.
  - The requirement for movement to Level 3 is a minimum of 6 successful years in the field; at least 3 of those years must be at Level 2 in the CPS.
2. Differentiated Evaluation Indicators  
The following criterion is **analogous** to the teacher licensure system.
  - Yearly evaluations will be based on differentiated indicators for the evaluation competencies that pertain to each role group's professional responsibilities and expertise.
  - Those educators at Level 1 in the CPS will be evaluated based on Level 1 indicators until they are at Level 2 in the CPS.
  - Those educators at Level 2 in the CPS will be evaluated based on Level 2 indicators until they are at Level 3 in the CPS.
  - For those fields that do not currently have differentiated indicators for professional competencies in their field, such indicators will be created no later than August 31, 2006.
3. Advanced credential/degree necessary for movement to Level 3 of the CPS.  
The following criterion is **not directly analogous** to the teacher licensure system.
  - The advanced credential/degree required for movement to Level 3 in the CPS will vary depending on the field. The requirements are as follows:

<b>Professional Field</b>	<b>Advanced Credential/Degree Required for Movement to Level 3 of the Career Pathway System</b>
Counselors	Master's Degree
Social workers	Master's Degree and LISW license
Nurses	MSN or a Master's Degree in a health related field, NBCSN.
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

4. Professional Portfolio

The following criterion is **not directly analogous** to the teacher licensure system. However, like the teacher's Professional Develop Dossier, it is designed to be a purposeful reflection of practice.

- Advancement in the CPS is dependent on the successful completion of a Professional Portfolio.
- The Professional Portfolio is an exhibition of reflective practice and is intended to answer the question;

In what ways does your current practice exhibit the professional competencies and indicators of the level in the CPS to which you are aspiring to move?

- Those educators at Level 1 in the CPS will create their Professional Portfolio based on Level 2 indicators.
- Those educators at Level 2 in the CPS will create their Professional Portfolio based on Level 3 indicators.
- For those fields that do not currently have differentiated indicators for professional competencies necessary for the development of the Professional Portfolio, such indicators will be created no later than August 31, 2006.
- The Professional Portfolio, which includes the documentation of CEUs, is only required when advancing to the next level of the CPS.
- A district Peer Review Panel will review the Professional Portfolio.

5. Continuing Education Units (CEUs)

The following criterion is **not directly analogous** to the teacher licensure system.

- CEUs are required as a part of the Professional Portfolio and are necessary at each level of practice in the CPS. The advanced credential/degree required for movement to Level 3 in the CPS will vary depending on the field. 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 (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

Grandfathering

1. Current employees will be grandfathered into the CPS level that corresponds to their current years of experience as of school year 2006-2007.
2. In order to maintain that level in the CPS, the employees must meet the evaluation criteria for that level during their annual evaluation.
3. This criterion is **analogous** to the provisions during the first transition year of the teacher licensure system.
4. OTs and PTs employed on or before January 2007, who do not have a Master’s Degree, can be grandfathered in to Level 3 based on years of experience.

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. The reciprocity is intended to aid in the recruitment and retention of S&RSP.
3. 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. This criterion is **analogous** to the reciprocity provisions of the teacher licensure system.

#### Pending Work

1. Differentiated indicators for the professional competencies in each field.
2. Professional Portfolio:
  - Criteria for content
  - Criteria for passing
  - Criteria for resubmission
  - Criteria for a peer review panel

#### Notes

1. Pending work will be completed no later than August 31, 2006 by APS/ATF Joint Task Forces consisting of practitioners and administrators in each field.
2. Joint advocacy for a state Licensure system continues to be a priority.
3. It is important to note that the development of the CPS in no way guarantees that S&RSP will be move to \$50,000 next year when the Level 3 teachers are moved by state law.

## **NEW**

### **APPENDIX TO THE NEGOTIATED AGREEMENT**

#### **ATF/APS CONFLICT RESOLUTION PROCEDURE**

*Refer to Article 23 of the Negotiated Agreement*

The following process is an available option that may be used when a conflict exists between a supervisor and employee which the two parties have not been able to resolve on their own and the issue:

1. does not rise to the level of a grievable matter, but does warrant resolution, or
2. is grievable, but the employee does not wish to begin resolution efforts through the formal grievance procedure. If the grievance procedure would normally be available, any applicable timelines involved in the formal grievance procedure would be frozen or held in abeyance until such time as one or both parties voluntarily withdraw from the conflict resolution procedure.

It is understood that the conflict resolution procedure is voluntary and that both parties would have to agree to enter into the process in order to seek a remedy in the manner outlined below.

Stage 1. Face to face meeting between the parties occurs at a location off-site if requested by one or both parties. At this meeting, each party is given the opportunity to state the problem as they see it and respond to the other individual's issue and or perspective. At this point, the parties involved in the conflict may each ask for the assistance of a representative to assist in attempting to resolve the matter.

Either or both party(ies) may ask to have a third party ombudsman (trained in conflict resolution strategies) accompany them at this time—not as an advocate—but as a facilitator, with the purpose being to find a resolution to the conflict. The ombudsman would be selected from a cadre of trained facilitators.

Process: Allow for adequate time to resolve matter. This could be limited to a set number of days or end with a notice from one party to another that they want to move on to mediation.

If resolution occurs – matter closed.

If problem is not resolved, then both parties agree to move to the second stage.

Stage 2. Mediation between the parties occurs with one or more trained mediators from EAP with the goal of reaching a resolution to the conflict.

Process: To activate the mediation process, indicate in writing on a form, developed for this purpose, that there is a dispute needing resolution through mediation. Submit copy of form to Employee Assistance Program to request the mediation process formally begin.

Protocol: Mediate in good faith

- This includes a requirement of confidentiality
- Open sharing of information
- Promptness / observation of timelines
- No steps are taken toward grievance or arbitration until the whole mediation process is completed

If resolution is reached through mediation, a written agreement is signed by both parties with both parties agreeing to abide by the resolution. If no resolution is reached, a written statement to that effect is signed by both parties. Other avenues for resolution may be pursued if available.



## REVISED

### APPENDIX TO THE NEGOTIATED AGREEMENT

#### **Literacy and Math Leaders**

**2006-2007**

#### Job Descriptions/Qualifications/Election Criteria/Allocations

##### **Job Description**

1. Attend and participate in all district sponsored literacy or math cohort meetings/professional development provided by Teaching and Learning Services.
2. Use (and possibly demonstrate for peers) learned educational knowledge.
  - Write end-of-year status report on standards implementation of literacy or math.
3. Facilitate study groups based on the Educational Plan for Student Success.
  - Work in the spring with the Instructional Council and principal to access funds for the following year from the cluster and school professional development accounts to pay study group participants for study groups that meet after the end of the school day and/or;
  - Work with the Instructional Council and principal to identify times during the duty day to hold study groups.
  - Facilitate the work of the study group:
    - Participating in on-going assessment to increase student achievement through continuous improvement.
    - Identifying focus area(s) of study for the school site.
    - Developing and using a measurement to determine literacy or math improvement in the classroom (Action Research).
  - Maintain accounts and budget for the study group.
4. Build capacity at their school site by providing staff facilitation or staff development opportunities in literacy or math at staff meetings, in-service days, and/or cluster days in collaboration with, but not limited to, any or all of the following:
  - Instructional Coach
  - Department Chair
  - Cluster Staff Developer
  - Site Administrator(s)
  - Instructional Materials Contact Teacher
5. Act as the literacy or math resource/contact person at the site.

##### **Qualifications**

1. Level II license or above.
2. Previous experience as at least one of the following:
  - a study group participant
  - a study group leader
  - another teacher leadership positions.

Note: Instructional Coaches, Literacy Leader and Math leader positions are filled by separate individuals.

## **Election Criteria**

1. Literacy and math leaders will be elected by the licensed staff at large.
2. The length of the term of leader should be determined at each site, but should not exceed two years before another election is held. There are no term limits.

## **School Year 2006-07 Allocated Differentials**

1. High Schools and Middle Schools have 2 allocations intended to be used as differentials for 1 Literacy Leader and 1 Math Leader.
2. Elementary Schools have 3 allocations intended to be used for 1 Literacy Leader and 1 Math Leader. The third differential allocation can be used for a Literacy Leader, a Math Leader, or an Early Childhood Leader. The decision about how to use the third differential will be made by the staff at each school through the Instructional Council.

**NEW**

**APPENDIX TO THE NEGOTIATED AGREEMENT**

**MEMORANDUM OF UNDERSTANDING**

**Time**

**Introduction**

Teachers, staff and school principals have found that the increasing number of mandates and accountability measures have added a great deal to the complexity of educational work as well as to the time required to successfully accomplish all that is required of educational professionals. These findings are supported locally. In a recent survey of APS teachers, ATF has reported the general findings of the informal survey were, “Teachers want to focus on teaching, planning and preparing. Many feel that their preparation and planning time are being eaten away by other demands. Overall, teachers feel positive about self-directed professional development and collaboration.”

Principals believe that in the profession of educating students, the challenges and time constraints seem insurmountable. Research supports that imbedded and ongoing professional development is a far more effective way to advance our work on behalf of students and increased student achievement.

Albuquerque Public Schools (APS) and the Albuquerque Teachers Federation (ATF) have a mutual interest in addressing the issue of time. It is our joint hope to create solutions and that will ensure increased time for preparation, professional development and collaboration that will reduce the impact of increasing time for one and subsequently decreasing the time for the others. To that end, we agree to the following steps:

**Time Committee**

APS and ATF will appoint no more than 3 representatives each to a committee that will be charged to create recommendations that address both parties’ interests in time. The recommendations will be considered for the 2007-08 negotiations. The recommendations will include, but not be limited to (1) increasing the duty day district-wide (2) rearranging and redefining available time and (3) understanding, coordinating, and streamlining paperwork requirements.

**Pilot on Rearranging and Redefining Available Time**

APS and ATF agree to support schools that are interested in piloting schedules that result in rearranging and redefining currently available time with the intent of creating some 7-7.5 hour duty days throughout the school year. APS and ATF further agree that information gained and lessons learned from the pilot schools will be provided to the Time Committee.

## Criteria for Participation

Schools interested in participating in the pilot must submit to the APS Director of Labor Relations and the Albuquerque Teachers Federation:

- A letter of interest that includes:
  - An agreement to share experiences and perceptions with APS and ATF to help inform future work on time.
  - Evidence that the decision to participate was reached by consensus of the entire licensed staff. The Instructional Council can facilitate consensus of the licensed staff.
  - A description of the process used to achieve consensus.
  - A schedule indicating which of the options outlined below they plan to try or another option created by the pilot school.
  - The signature of the school's Principal, IC Chair and ATF Federation Representative.
- Time resulting from rearranging and redefining current available time shall be used for professional development, in-service training, collaboration, planning and committee/goal team work.
  - If time resulting from rearranging and redefining current available time conflicts with existing provisions of the Negotiated Agreement, the school must apply for a contract waiver.
  - If the pilot schools choose to use the 4 days currently available for in-service time, the understanding is that the instructional time currently banked, continues to be banked, however, the licensed staff at the pilot schools would not report on those days. Instead that time would be used toward the extension of the duty day.
  - Schools may choose to enter the pilot at the beginning of the school year, 9 weeks/6 weeks or at semester.
  - The possible schedules below are created as examples. Pilot schools are not bound to these ideas and are free to create schedules that work for their unique needs.
  - The intent of the pilot is to provide for a longer day. Thus, the hours cannot be combined into whole days to be added before or after current contract days.

## Pilot School Available Time Information

Time currently available for rearranging and redefining:

2 hours every 20 days (Principal time):	18 hours
13 hours:	13 hours
183rd day:	6.5 hours
4 in-service days (banked time):	26 hours
	-----
	63.5 hours
	(this allows 127 days with an additional 1/2 hour per day)

**Possible Option A**

If a site chooses to add 1/2 hour to the duty day and to treat the 4 cluster in-service days as non-instructional, this would allow for a little over 31 weeks with 4 days per week with the additional 1/2 hour per day. Staff could use this additional 1/2 hour per day for collaboration, teaming, mentoring, additional prep, committee work, professional development etc.

Possible schedule:

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
7 hour day (1/2 hr addn.)	7 hour day (1/2 hr addn.)	7 hour day (1/2 hr addn.)	7 hour day (1/2 hr addn.)	6.5 hour day

A school could employ this schedule for a little over 31 weeks.

Here is an idea on how to structure the week and not necessarily in this order. We added a fifth day in case there is enough time.

- Day 1 - Individual Teacher Prep
- Day 2 - Teacher Collaboration
- Day 3 - School/Teacher Committee work, IC work, Grade Level, Department and/or Goal Team
- Day 4 - Teacher Collaboration
- Day 5 - Individual Teacher Prep

**Possible Option B**

If a site chooses to add 1 hour to the duty day and to treat the 4 cluster in-service days as non-instructional this would allow for just a little over 31 weeks with 2 days per week with the additional 1 hour per day. Staff could use this additional 1 hour per day for collaboration, teaming, mentoring, additional prep, committee work, professional development etc.

Possible schedule:

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
6.5 hour day	7.5 hour day (1 hr additional)	6.5 hour day	7.5 hour hr day (1 hr additional)	6.5 hour day

A school could employ this schedule for a little over 31 weeks.

## NEW

### APPENDIX A

#### SALARY SCHEDULES

*The following information applies to the salary schedules that follow on pages 26 through 31 of this addendum.*

1. The schedules are one-year documents that reflect placement only. Schedules do not reflect future movement.
2. Official transcripts are to be on file by September 15 of the current school year for initial placement on the salary schedule and for movement across the salary schedule.
3. Schedules are based on the following number of workdays:
  - Schedules AT1, AT2 and AT3: 183 days
  - Schedule A2: 182 days
  - Schedules A3 and A4: 208 days
4. Five hundred and seventy (570) hours of verified experience in a single school year will count as a year of experience on salary schedules AT1, AT2, AT3 and A2. Eight hundred (800) hours of verified experience in a single school year will count as a year of experience on salary schedules A3 and A4. Hours of experience in different school years may not be totaled for experience.
5. Securing written verification of experience is the employee's responsibility.
6. Substitute teaching is not recognized as teaching experience.

**APPENDIX A  
2006/07 SALARY MATRIX AT-1  
LICENSURE LEVEL 1  
TEACHERS AND LIBRARIANS  
AND  
CAREER PATHWAY LEVEL 1  
COUNSELORS, NURSES, SOCIAL WORKERS AND INTERPRETERS**

Step	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
1	30,000	30,000	30,000	30,000	30,000	30,000	30,000
2-3	30,514	30650	30,788	30789	30,928	32246	33284

Step	BA	BA+15	BA+45	MA	MA+15	MA+45	Ph.D.
4-5	30,800	30,900	31,200	31,200	31,500	32,500	33,500

**PLACEMENT SCHEDULE**

6	\$30,859	\$31,000	\$31,250	\$31,250	\$31,600	\$32,613	\$33,665
7	\$31,006	\$31,147	\$31,288	\$31,288	\$31,700	\$32,769	\$33,826
8	\$31,154	\$31,295	\$31,437	\$31,437	\$31,800	\$32,923	\$33,986
9	\$31,687	\$31,831	\$31,976	\$31,976	\$32,121	\$33,488	\$34,568
10	\$32,309	\$32,456	\$32,603	\$32,603	\$32,749	\$34,144	\$35,245
11	\$33,602	\$33,753	\$33,908	\$33,908	\$34,059	\$35,510	\$36,653
12	\$35,281	\$35,780	\$35,941	\$35,941	\$36,103	\$37,642	\$38,854
13	\$35,986	\$36,494	\$36,658	\$36,658	\$36,993	\$39,261	\$40,472
14	\$36,158	\$36,658	\$36,826	\$36,826	\$37,733	\$40,043	\$41,283
15	\$36,331	\$36,826	\$36,991	\$36,991	\$38,213	\$40,582	\$41,815
16	\$36,494	\$36,991	\$37,231	\$37,231	\$38,979	\$41,396	\$42,651
17	\$36,658	\$37,155	\$37,754	\$37,754	\$39,502	\$41,921	\$43,177
18	\$36,826	\$37,319	\$38,074	\$38,074	\$39,753	\$42,169	\$43,425
19	\$36,991	\$37,530	\$38,838	\$38,838	\$40,527	\$42,940	\$44,254
20	\$37,155	\$37,800	\$39,086	\$39,086	\$40,774	\$43,186	\$44,505
21	\$37,530	\$38,590	\$39,856	\$39,856	\$41,548	\$43,962	\$45,278
22	\$38,251	\$39,255	\$40,472	\$40,472	\$42,189	\$44,556	\$45,848
23	\$39,252	\$40,251	\$41,534	\$41,534	\$43,189	\$45,554	\$46,847
24	\$40,251	\$41,255	\$42,534	\$42,534	\$44,188	\$46,556	\$47,848
25	\$41,255	\$42,256	\$43,537	\$43,537	\$45,168	\$47,557	\$48,849
26	\$42,256	\$43,255	\$44,537	\$44,537	\$46,191	\$48,568	\$49,852
27	\$43,255	\$44,255	\$45,538	\$45,538	\$47,193	\$49,561	\$50,852
28	\$46,262	\$45,256	\$46,538	\$46,538	\$48,195	\$50,560	\$51,868
29	\$47,289	\$46,262	\$47,538	\$47,538	\$49,194	\$51,574	\$52,890
30	\$47,289	\$47,263	\$48,540	\$48,540	\$50,196	\$52,593	\$53,910
31	\$47,289	\$48,263	\$49,541	\$49,541	\$51,200	\$53,615	\$54,930
32	\$47,289	\$49,263	\$50,543	\$50,543	\$52,221	\$54,634	\$55,953
33	\$47,289	\$50,265	\$51,554	\$51,554	\$53,240	\$55,655	\$56,974
34	\$47,289	\$52,209	\$52,575	\$54,524	\$57,143	\$57,958	\$59,800
35	\$47,289	\$55,293	\$54,524	\$57,754	\$60,522	\$61,517	\$62,811

**APPENDIX A**

**2006/07  
SALARY MATRIX AT-2**

**LICENSURE LEVEL 2  
TEACHERS AND LIBRARIANS**

**AND**

**CAREER PATHWAY LEVEL 2  
COUNSELORS, NURSES,  
SOCIAL WORKERS AND INTERPRETERS**

<b>EDUCATION STEPS</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>
4	40,003	40,300	40,600	40,600	40,900	41,900	42,200
5	40,004	40,300	40,600	40,600	40,900	41,900	42,200
6	40,005	40,300	40,600	40,600	40,900	41,900	42,200
7	40,006	40,300	40,600	40,600	40,900	41,900	42,600
8	40,007	40,300	41,100	41,100	41,600	42,100	42,820
9	40,008	40,800	41,100	41,100	41,600	42,100	42,820
10	40,009	40,800	41,100	41,100	41,600	42,100	42,820
11	40,010	40,800	41,100	41,100	41,600	42,100	42,820
12	40,011	40,800	41,600	41,600	41,900	42,100	43,000
13	40,500	40,800	41,600	41,600	41,900	42,820	43,000
14	40,500	41,100	41,600	41,600	42,820	42,820	43,738
15	40,500	41,100	41,600	41,600	42,820	42,820	44,614
16	40,500	41,100	41,600	41,600	42,820	43,857	45,190
17	40,500	41,100	42,820	42,820	42,820	44,737	46,093
18	40,500	41,100	42,820	42,820	42,820	45,304	46,661
19	40,500	42,820	42,820	42,820	42,822	45,572	46,930
20	40,500	42,820	42,820	42,820	43,798	46,405	47,826
21	42,820	42,820	42,820	42,820	44,065	46,671	48,097
22	42,820	42,820	43,073	43,073	44,901	47,510	48,932
23	42,820	42,820	43,738	43,738	45,593	48,152	49,548
24	42,820	43,499	44,886	44,886	46,675	49,231	50,628
25	43,499	44,585	45,967	45,967	47,754	50,313	51,709
26	44,712	45,666	47,051	47,051	48,813	51,395	52,791
27	45,666	46,746	48,131	48,131	49,919	52,487	53,876
28	46,746	47,827	49,213	49,213	51,001	53,560	54,956
29	49,995	50,181	50,293	50,293	52,084	54,640	56,054
30	51,105	51,268	51,374	51,374	53,164	55,736	57,158
31	51,105	51,968	52,458	52,458	54,247	56,837	58,260
32	51,105	52,158	53,539	53,539	55,332	57,942	59,363
33	51,105	53,239	54,622	54,622	56,435	59,043	60,468
34	51,105	54,321	55,715	55,715	57,537	60,147	61,572
35	51,105	56,422	56,818	58,924	61,732	62,635	64,626
36	51,105	59,755	62,415	62,415	65,406	70,132	71,689



**2006/07  
SALARY MATRIX AT-3**

**LICENSURE LEVEL 3  
TEACHERS AND LIBRARIANS**

**AND**

**CAREER PATHWAY LEVEL 3  
COUNSELORS, NURSES,  
SOCIAL WORKERS AND INTERPRETERS**

<b>EDUCATION</b>	<b>MA or National Board Certification</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
<b>STEPS</b>				
7	45,000	45,500	46,000	46,500
8	45,000	45,500	46,000	46,500
9	45,000	45,500	46,000	46,500
10	45,000	45,500	46,000	46,500
11	45,000	45,500	46,000	46,500
12	45,000	45,500	46,000	46,500
13	45,000	45,500	46,000	46,500
14	45,000	45,500	46,000	46,500
15	45,000	45,500	46,000	46,500
16	45,000	45,500	46,000	46,500
17	45,000	45,500	46,000	46,500
18	45,000	45,500	46,000	46,661
19	45,000	45,500	46,000	46,930
20	45,000	45,500	46,405	47,826
21	45,000	45,500	46,671	48,097
22	45,000	45,500	47,510	48,932
23	45,000	45,593	48,152	49,548
24	45,000	46,675	49,231	50,628
25	45,967	47,754	50,313	51,709
26	47,051	48,813	51,395	52,791
27	48,131	49,919	52,487	53,876
28	49,213	51,001	53,560	54,956
29	50,293	52,084	54,640	56,054
30	51,374	53,164	55,736	57,158
31	52,458	54,247	56,837	58,260
32	53,539	55,332	57,942	59,363
33	54,622	56,435	59,043	60,468
34	55,715	57,537	60,147	61,572
35	58,924	61,732	62,635	64,626
36	62,415	65,406	70,132	71,689

**APPENDIX A**  
**2007/06 SALARY MATRIX A-2 CAREER PATHWAY**  
**SPEECH/LANGAUGE PATHOLOGISTS, PHYSICAL THERAPISTS, AUDIOLOGISTS,**  
**OCCUPATIONAL THERAPISTS AND ORIENTATION/MOBILITY SPECIALISTS**

LEVEL ONE	
1	35,355
2	35,803
3	35,804
LEVEL TWO	
4	40,000
5	40,000
6	40,000
LEVEL THREE	
7	45,000
8	45,000
9	45,000
10	45,000
11	45,000
12	45,000
13	45,000
14	45,438
15	46,345
16	46,867
17	49,351
18	50,894
19	52,435
20	53,979
21	55,057
22	55,215
23	55,373
24	55,529
25	55,688
26	55,844
27	56,000
28	56,473
29	57,400
30	58,513
31	59,524
32	60,535
33	63,257
34	66,241
35	67,567
36	71,265

**APPENDIX A**

**2006/2007**

**Salary Matrix A-3**

**EDUCATIONAL DIAGNOSTICIANS**

<b>Old Steps</b>	<b>New Steps</b>	<b>MA (9)</b>	<b>MA+15 (10)</b>	<b>MA+45 (11)</b>	<b>Ph.D. (12)</b>
1-8	1	\$45,000	\$48,000	\$51,000	\$54,000
9-10	2	\$48,000	\$51,000	\$54,000	\$57,000
11-12	3	\$51,000	\$54,000	\$57,000	\$60,000
13-14	4	\$54,000	\$57,000	\$60,000	\$63,000
15-16	5	\$57,000	\$60,000	\$63,000	\$66,000
17-18	6	\$60,000	\$63,000	\$66,000	\$69,000
18+	7	\$63,000	\$66,000	\$69,000	\$72,000

NOTE: Educational Diagnosticians (formerly Evaluation Specialists) currently paid according to the Licensed School Psychologist column on previous salary schedules shall be grandfathered to Ph.D. (12) Level. Effective the 2006-07 contract, educational diagnosticians hired by the district will be placed on the above schedule and salary schedule placement shall apply only to the education and experience levels on the schedule agreed to in the negotiated agreement.

**NEW**

**APPENDIX A**

**2006/07**

**Salary Matrix A-4**

**Licensed School Psychologists**

<b>Old Steps</b>	<b>New Steps for 2006/07</b>	<b>Licensed School Psychologist</b>	<b>PhD, Psy.D, Ed.D</b>
1-4	1	\$51,000	\$54,000
5-7	2	\$54,000	\$57,000
8-9	3	\$57,000	\$60,000
10-11	4	\$60,000	\$63,000
12-13	5	\$63,000	\$66,000
14-15	6	\$66,000	\$69,000
16-17	7	\$69,000	\$72,000
18+	8	\$72,000	\$75,000