

**Negotiated Agreement  
Between the  
Albuquerque Municipal  
School District Number 12  
and the  
Albuquerque Teachers  
Federation 2009-2011**

**NEGOTIATED AGREEMENT**  
**BETWEEN THE**  
**ALBUQUERQUE MUNICIPAL**  
**SCHOOL DISTRICT NUMBER 12**  
**AND THE**  
**ALBUQUERQUE TEACHERS FEDERATION**  
**2009-2011**



**ALBUQUERQUE  
PUBLIC SCHOOLS**



**ALBUQUERQUE  
TEACHERS  
FEDERATION**

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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:
  - Maintain open lines of communication between the District and the Federation;
  - Conduct on-going negotiations as timely problem solving;
  - View collective bargaining as collaboration;
  - 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:

- **Living Contract Committee**  
Policy/District-wide issues, instructional issues, long-term planning
- **Supporting Quality Teachers (SQT) Team**  
Teaching and learning issues
- **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 19th day of August, 2009.

## Article 1, GENERAL PROVISIONS

### A. Definitions

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

### B. Agreement Control

1. This Agreement shall be governed and construed according to federal law and the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void.
2. This Agreement is entered into pursuant to the terms of the Board's Labor Relations Policy H.1.; and should there be any conflict between the terms of this Agreement and the terms of the Board's Policy, as adopted on September 9, 1971, and last revised in November, 2005, the Policy shall control.
  - a. If any provision of this Agreement shall be found in conflict with Policy H.1., such provision shall have effect only to the extent permitted by Policy H.1.
  - b. In the event any provision of this Agreement is found to be in conflict with Policy H.1., said provision shall be void.
3. In case of any conflict between the provisions of this Agreement and any Board or Federation policy, practice, procedure, custom or writing, except as provided in paragraph B.2. above, the provisions of the Agreement shall control for the period of this Agreement.
4. This Agreement and amendments thereto at the time of adoption shall be distributed to all teachers of the District. The terms and conditions of employment as indicated in this Agreement shall be the same for all teachers and shall be applied equally without modifications or exception unless provided herein.

### C. Negotiating Procedures

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



5. In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service.
- D. District/Federation Joint Committees
1. The President and the Superintendent, upon mutual agreement, may identify the need for and establish the work, composition, guidelines and goals of the joint committees and task forces. Such committees will address issues related to teacher compensation, professional development, evaluation and other topics mutually agreed upon by the President and the Superintendent. Reports and recommendations will be provided to the Superintendent and the President by the committee(s) and task force(s).
  2. The President shall be notified, ten (10) days in advance, of the formation of a District/Joint Committee on which teachers will serve which relates to the terms and conditions of teacher employment and student discipline not covered within this Agreement. The President shall have the option of recommending to the Superintendent the formation of District/Joint Committees. The Federation shall have the opportunity to appoint a teacher representative to the Committee. The President may suggest additional names of teachers for possible appointment to District/Joint Committees. Reports and recommendations will be provided to the Superintendent and the President by the Committee.
  3. Whenever the District is requested to appoint or initiate the appointment of any teacher to committees outside the District, the President will be provided the opportunity to suggest names of teachers who might be appointed.
  4. If they deem it necessary, the Superintendent and the President may call a joint meeting of principals and Federation representatives.
  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: Re: Learning Schools, Year Round Schools, Professional Development Schools, Magnet Schools, Family Schools and Design 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, school bulletin boards and APS e-mail sent through an outside server in accordance with APS policy. The Board and the Federation recognize that it is not permissible for the Federation and/or the employees represented by the Federation to access District communications systems (e.g. fax, internet, intranet) to distribute or use materials not considered appropriate by District policy.
4. The Federation 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 teacher(s) affected.
  - b. Neither the Federation nor any employee may solicit Federation membership on the Board's premises during the duty day of the employees involved in the solicitation. This shall not be construed to prohibit casual or personal conversations about the Federation and its activities.
  - c. The faculty representative shall have the right to bring to the attention of the principal all matters pertaining to the organizational rights of the Federation or its members, other concerns of the faculty, and to discuss the administration of this Agreement.
7. Federation officials and/or representatives who are not District employees shall have the right to visit schools for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the teacher(s) involved and provided that prior notice is given to the principal, or, if the principal is not available, the office of the principal. Failure to follow this provision may result in suspension of this privilege for the representative involved. In the event the representational business involves the principal, prior arrangement of such visits shall be made through the Office of Labor Relations.
8. The Board shall grant the elected Local President and the elected State President (provided the elected State President is on leave from APS) leave with pay during their term of office. This leave may be terminated at the end of a semester. Upon return from such leave, the President will be placed on the salary schedule at the level which would have been achieved had there not been an absence. The Federation shall pay to the District an amount equal to the level, step and lane on the teacher's salary schedule and all employee related expenditures such as insurances and retirement benefits for the locally elected President and the State President for the duration of the leave. The Board shall grant leave without pay for Federation employees during their term of service to the Federation. This leave may be terminated at the end of a semester. Upon return from such leave, the employee will be placed on the salary schedule at the level which would have been achieved had there not been an absence.
9. The Federation shall be furnished 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, date of hire, and district email addresses;
  - b. new hires, resignations, retirements and deaths at the time of occurrence;
  - c. group insurance data including enrollment figures, premium costs, program costs and a copy of the insurance policies;

- d. upon reasonable request, changes in items listed above and such other information as will assist the Federation in representing teachers.
  - 11. During each year of this Agreement, the Federation shall be granted for Federation training, workshops and conventions, forty (40) professional leave days at full pay by the District and forty (40) leave days charged to the Federation at the degreed substitute rate.
  - 12. Representatives of the Federation will meet with appropriate District budget personnel as requested in order that they may be kept abreast of current budget facts and figures.
  - 13. The President of the Federation and the Superintendent, or their respective designees, shall participate in quarterly discussions regarding teacher education programs and professional development; partnership agreements and/or collaborative efforts with institutions of higher education; joint efforts to communicate with elected officials; and such other mutually agreed upon topics.
- C. Dues Deduction
- 1. The District agrees to deduct from the wages of members of the Federation periodic Federation dues on the basis of a properly executed authorization form of which a copy is attached to this Agreement. *Refer to Appendix M ATF Dues Check Off Form on page 100*
  - 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 also the 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 Department of Human Resources representative.
  - b. A teacher who is short-term due to not holding a valid New Mexico teacher's license at the time of employment shall be reemployed by the District if he or she performs satisfactorily and presents a valid New Mexico teaching license or approved plan for completion of licensure requirements to the Department of Human Resources by May 1. If the requirements are not met by August 1, the teacher shall not be considered for reemployment.
  - c. Upon the successful completion of their third consecutive short-term contract (of at least 570 hours each), employees will be offered a regular contract for the following year.
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 educational diagnostician position or school psychologist position in the District, an applicant must have at least a graduate degree in Special Education or related field from an accredited university or college and be licensed by the State of New Mexico as an educational diagnostician or school psychologist.
12. All educational diagnosticians employed by the Board shall be employed for the primary purpose of evaluating and placing children in District programs and/or rendering professional services for which they are licensed.

## B. School Year

1. For employees on the AT-1, AT-2 and AT-3 salary schedules, the work year shall consist of one hundred eighty-four (184) workdays. For employees on the A-2 salary schedule, the work year shall consist of one hundred eighty-three (183) workdays. For employees on the A-3 and A-4 salary schedules, the work year shall consist of two hundred and eight (208) workdays. Divergence from the District work calendar is permitted if mutually agreed upon by the educational diagnostician and the educational diagnostician's immediate supervisor or if mutually agreed upon by the school psychologist and the school psychologist's immediate supervisor.
2. The school year is based upon the calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the District shall not affect the total number of workdays required.
3. 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 AT-1, AT-2, AT-3 and A-2 salary schedules, the duty day shall consist of six and one-half (6 1/2) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event a teacher regularly works less than a five (5) day week, the duty week shall consist of no more than thirty-two and one-half (32 1/2) hours. The duty day for employees on the A-3 and A-4 salary schedule shall consist of eight (8) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event an employee on the A-3 or A-4 salary schedule regularly works less than a five (5) day week, the duty week shall consist of no more than forty (40) hours.
2. Each teacher shall have a thirty (30) minute, duty free, uninterrupted lunch period exclusive of passing time which may be taken on or off the school grounds at the teacher's discretion. Whenever it is necessary, adjustments within the length of duty day will be made by the principal of each school after consultation with the teacher or teachers involved in order to take into account the difference in the length of the lunch period.
3. The principal shall have the authority to permit divergence by individual teachers from the duty day by mutual agreement. This divergence can apply to time on registration days for teachers to register their own children if such divergence will not hinder registration at the teacher's worksite.
4. Lengthening of the duty day by the site supervisor shall not exceed two (2) hours for any individual teacher in any twenty (20) day reporting period. This lengthening shall normally occur after a minimum of forty-eight (48) hours prior notice excluding non-teaching days prior to the additional duty time. Use of this time shall be limited to purposes relating to school business.
5. Schools may utilize up to an additional thirteen (13) hours annually for professional development activities collaboratively planned through the Instructional Council. Any district-mandated training will be included in these hours in accordance with the procedures outlined in Appendix D.
6. The District may utilize an additional fourteen (14) hours annually for training and/or planning only if required by a federal, state or judicial mandate.

*Refer to Appendix D Time Chart on page 71.*

7. The parties recognize that attendance at evening activities is normally the voluntary professional responsibility of teachers. However, as part of that responsibility, teachers may be required to attend one open house or one curriculum night. Any attendance beyond one (1) open house or one (1) curriculum night per year shall be considered voluntary. If the employee is required to be in attendance at more than one evening event, he/she shall be paid time at the employee's hourly rate of pay. Teachers unable to attend shall give reasonable notice of their intended absence to their immediate supervisor and affected parents.
8. Teachers shall not normally be regularly required to notify the principal of their arrival or departure from the school. Teachers desiring to leave the school area during the duty day may do so with prior notification and approval of the principal or designee.
9. Travel time for teachers who work in more than one (1) teaching location in any one (1) duty day shall be counted as part of the duty day. When the teacher travels from one (1) location to another at the midday, the teacher shall receive travel time in addition to the lunch period.

10. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility. The teacher is responsible for arranging the conferences.
11. Teachers scheduled to begin their duty earlier or to continue to a later time will not be required to be on duty longer than the total hours of the duty day.
12. In the event a teacher agrees to be assigned work approved by the principal beyond the maximum provided in B. and C., the teacher shall be entitled to compensatory time off provided a log showing approved extra time worked is submitted to the principal. Scheduling of compensatory time off shall be mutually agreed to by the principal and the teacher. Compensatory time shall be defined as one hour off for one hour worked.

D. Restrictions on Use of Pupils, Personnel and Facilities

1. No member of the staff may engage in any sales promotion or selling on the school premises unless such promotion or sale has been approved in advance by the principal.
2. Commercial photographs of students may be made provided there is minimal disruption of class time and no demands are made upon teachers for collecting monies and/or additional checking responsibilities in connection with picture taking.
3. Fund-raising activities, except as provided in 2 above, shall not interrupt or interfere with the instructional program unless agreed to by the principal and 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, AT-3 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 20-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 20-minute block minimums.
    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.
    4. A schedule indicating all designated prep time shall be distributed to teachers within ten workdays after the beginning of the school year.
    5. In the event of an abbreviated day on a Wednesday, elementary teachers who lose preparation time will be granted prep time lost at a date later in the school year. The parties agree the District will be required to grant teachers up to two hours of lost prep time per school year, regardless of the actual number of hours lost due to Wednesday abbreviated days. The date(s) will be mutually agreed upon the District and the Federation.
    6. Elementary school itinerant art and music teachers shall be allowed sufficient time (10 to 15 minutes) to transition from one intra-school class teaching assignment to another. Such time shall not be considered preparation time.
  - 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.
5. Special events such as school wide testing, which result in a deviation from the normal weekly schedule shall be scheduled in a manner which does not result in a disproportionate loss of prep time for any individual or group of individuals. Care shall be taken when scheduling such events to ensure that any resulting loss of prep time shall be minimized and be as equitable as possible for all employees.

#### F. Academic Issues

1. Without minimizing the importance of generally accepted issues, the District and the Federation agree to foster dispassionate, unprejudiced, scientific studies of academic issues in an atmosphere free from bias and prejudice.
2. The teacher shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the opinion of one's pupils on academic issues. It is the intent of this policy that the teacher shall foster the study of such issues rather than teach particular viewpoints in regard to them.
3. Freedom to teach is essential to the accomplishment of the District's goals. Therefore, teachers have the right and responsibility to exercise their professional judgment, within the limits of the above guidelines, in initiating and actively pursuing consideration of academic issues.
4. Teachers must inform the principal of guest speakers appearing in their classrooms.
5. A method of involvement of teachers shall be provided at the school and District level when complaints are received on issues that fall within Article 5, F. A copy of recommendations made at the District level shall be provided to the President.
6. In the event the Principal believes that a teacher's presentation (oral, written or visual) of a controversial issue falls outside the Board's Controversial Issues and Outside Speakers Guidelines, the Principal will so advise the teacher, discuss the basis of his/her objections and recommend an alternative approach to the issue. The teacher shall adopt the Principal's recommendation pending mediation of the dispute by the Superintendent, or his/her designee. The mediation shall be conducted within 2 working days of the date the controversy arose.

#### 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 data entry for grades on the School Max system shall not be required to have the data entry completed in fewer than three (3) workdays after the grading period ends except at the end of the school year. Teachers shall complete data entry for grades on the School Max system on the last reporting day for teachers unless they have made arrangements with the school administration to complete the data entry at a later date.
- 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 educational diagnostician shall include a desk, a table, two chairs, a secure file cabinet, a bookshelf, access to school phones and access to District computers.
  3. Basic equipment for school nurses shall include a computer with internet access and printer w/ paper (to access SchoolMax and print out reports and immunization records) and a fireproof, locking file cabinet (to maintain medical records per HIPAA federal regulations).

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

### **A. Salaries**

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

*Refer to Appendix A Salary Schedules on pages 61-66.*

2. Credit on the salary schedule within job classifications shall be given for all years of qualified in-district experience and up to ten (10) years credit for qualified out-of-district experience.
3. For teachers on the AT-1, AT-2 and AT-3 Salary Schedules, one year of qualified experience is designated as at least five hundred seventy (570) hours of verifiable experience in full-time instruction in public schools, kindergarten through grade twelve, state universities and colleges and private schools accredited by a recognized authority and where a bachelor's degree is required. Effective July 1, 2006, counselors will receive credit on the AT-1, AT-2 and AT-3 salary schedules for each year of qualified experience as defined in this provision of the agreement. Teachers will also be granted credit for qualified experience as a principal, an assistant principal or head of school if that position(s) required an administrative license.
  - a. Article 6.A.2. shall not be applicable to out-of-district experience earned by teachers prior to the 1981-82 school year.
  - b. Out-of-district experience earned during the 1979-80 school year shall be designated as at least 600 hours of verifiable experience described above.



- c. Experience earned prior to the 1979-80 school year shall be designated as at least 100 six and one half hour days of verifiable experience as described above.
  - d. Days or hours of experience in different school years may not be totaled for experience.
  - e. Responsibility for verification of prior experience and for instigating appeals to the Human Resources Department rests solely with the teacher.
4. For educational diagnosticians, transition specialists and licensed school psychologists, one year of qualified experience is designated as at least eight hundred (800) hours of verifiable experience as a licensed educational diagnostician, transition specialist and/or licensed school psychologist.
- a. Article 6.A.2. shall not be applicable to out-of-district experience earned prior to the 1981-82 school year.
  - b. Days or hours of experience in different school years may not be totaled for experience.
  - c. In addition, credit on salary schedule A-3 and A-4 shall be given for additional certified employment experience within the District.
  - d. Educational diagnosticians and licensed school psychologists shall be given all of their in-district experience in either job classification on each others salary schedule.
5. Effective July 1, 2006, licensed employees who change job classifications and salary schedules covered under the terms of the negotiated agreement shall be given credit for up to ten (10) years of in-district experience on the new salary schedule on which their pay is based. Hours of experience in different school years may not be totaled for experience.
- a. Counselors shall be given credit on the teacher salary schedule for all in-district counseling experience.
  - b. Teachers advancing to a different salary schedule because of a change in licensure level will carry all years of experience to the new schedule.
  - c. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the employee.
6. Part-time teachers are those teachers whose work is based on a full contract year but less than a full duty day. Part-time teacher salaries shall be determined on a pro rata basis on the appropriate step of the teacher salary schedule as if the teacher were employed full-time. The terms of employment shall include preparation time and other duties, on a pro rata basis, as are assigned full-time teachers. Sick leave and other benefits shall accrue on a pro rata basis.
7. Compensation
- a. A teacher who is contracted to teach during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid two-tenths (.2) of the individual teacher's contractual salary for each class taught. If a teacher is contracted to teach during the negotiated preparation period from the first day of classes of the school year, the two-tenths (.2) payment for each class taught shall include all the days that the teacher is contracted to work. Otherwise, compensation for the extra class(es) taught shall commence effective the first day the classes are taught.
  - b. School administrations shall establish and publish in the faculty handbook the process and policies that will be followed when selecting teachers to teach during negotiated preparation periods. Such information shall include specifics regarding notification of the class(es) and class(es) period(s) to be taught, deadlines for the expression of interest in teaching the class(es) and the interviewing and/or alternative selection process to be used.
  - c. A teacher, who on an occasional basis, teaches during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid for the additional time at the rate of the individual teacher's hourly rate of pay. Teachers shall receive one hour of pay for the first class taught beyond the duty day resulting in at least forty (40) minutes in duration. Thereafter, the hourly rate will be based on the actual minutes taught beyond the first hour.

- d. An elementary teacher, who on an occasional basis, teaches during the absence of scheduled physical education instruction, shall receive payment based on 15 minute increments at the teacher's hourly rate.
  - e. A teacher performing non-instructional duties which result in an extension of the duty day shall be paid at the rate of \$18.00 per hour.
  - f. A teacher performing instructional duties with students outside of the contracted duty day, working in a school-sanctioned before or after school program, shall be paid \$20.00 per hour.
  - g. Teacher, librarian and counselor positions for summer school will be paid at the rate of \$20.00 per hour.
  - h. 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.
  - i. An educational diagnostician 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.
8. Teachers who have not been engaged in teaching on a full-time basis, upon returning to the District, will be restored to the next position on the salary schedule above that which they left, except as provided herein.
  9. All teachers working an entire school year will be paid 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.
  10. If a teacher works less than a full year, the teacher will be paid that portion of a total annual compensation for which the teacher is qualified as the service rendered bears to the total services required in equal installments based on the number of pay periods remaining in the school year.
  11. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day will be reimbursed at the IRS rate per mile.
  12. Teachers may claim eligibility for salary increments, National Board Certification and bilingual and ESL endorsements by submitting a letter on or before September 15 followed by an official transcript as soon as possible to the Department of Human Resources as provided below. The official transcript must be received by the Department of Human Resources during the school year for which the increment or differential is sought in order to receive an increment or differential for that year.
    - a. All degrees and course work must be taken in regionally accredited universities or colleges. Exceptions for accepting course work taken prior to the completion of a degree may be granted provided the teacher has an officer of the registrar's office verify the number of hours of college credit counted as a requirement for the degree. The District will verify that number of hours with regard to the University of New Mexico for Bachelor Degrees only.
    - b. BA + 15 increment: completion of 15 semester hours of course work after date bachelor's degree was awarded.
    - c. BA + 45 increment: completion of 45 semester hours of course work after date bachelor's degree was awarded.
    - d. MA increment: awarding of the master's degree.
    - e. MA + 15 increment: completion of 15 semester hours of course work after date master's degree was awarded.
    - f. MA + 45 increment: completion of 45 semester hours of course work after date master's degree was awarded.
    - g. Doctorate increment: completion of Ph.D. or Ed.D.

13. 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.
14. The District and the Federation recognize the importance of a meritorious attendance program. To that end, all full-time employees hired on or before July 1 who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional personal leave day. Personal leave may be used and accumulated as noted in Article 17, paragraph H.1. and may not accrue beyond five (5) days.

#### B. Payroll Deductions

1. Teachers may authorize a payroll deduction for Federation dues, Sick Leave Bank, COPE (ATF Committee on Political Education) Insurance, United States Savings Bonds, tax-deferred annuities, contributions to the United Way and payments to the New Mexico Educators Federal Credit Union. Payroll deductions will be itemized.
2. Deductions provided for under this article shall cease should a teacher terminate employment during the school year.

#### C. Pay Differentials

1. All pay differentials are based on extra work and/or greater responsibilities or specific credentials/endorsements. In the event the parties agree a pay differential is appropriate or desirable and is not a part of this Agreement, the parties agree to negotiate an agreement to compensate such teachers.
2. Any teacher receiving a contract that exceeds the required one hundred eighty-four (184) days of service shall receive a pay differential prorated at one one-hundred eighty-fourth (1/184) of the teacher's contracted salary for each extra day of service needed. Any teacher required to work on an extended calendar shall receive an extended contract. The following teachers shall work on an extended contract:
  - a. Secondary school counselors and librarians: five (5) days;
  - b. Elementary school counselors and librarians: three (3) days; elementary school librarians who are assigned to more than one school: six (6) days;
  - c. JROTC Instructors shall have an extended contract and salary as provided in federal regulations and the APS/ATF MOU. 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.9 MOU - JROTC Instructor Compensation on page 93.*

- 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.

#### D. Credential Differentials

1. Bilingual and ESL
  - a. Teachers who possess a current Bilingual and/or ESL endorsement shall receive a differential of \$500 effective the beginning of the school year.
  - b. In addition to receiving a differential of \$500 for a current Bilingual and/or ESL endorsement, teachers who provide Bilingual and/or ESL services at the school shall receive a differential according to the compensation ladder based on endorsements and utilization. This includes:
    1. Teachers on waiver/teachers in a planned program of study leading to a TESOL and/or Bilingual Endorsement
      - a.) Continue the tuition reimbursement program and publicize its availability.
      - b.) Up to \$500 reimbursement for textbook and/or testing fees.
      - c.) Professional support from the Department of Language and Cultural Equity.

2. Compensation ladder based on endorsements and utilization
  - a.) Additional \$2,500.00 for providing TESOL services only.
  - b.) Additional \$3,000.00 for providing Bilingual services only.
  - c.) Additional \$3,500.00 for providing both TESOL and Bilingual services.

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

3. TESOL/Bilingual professional support differential for instructional coaches and resource teachers (non-school-based)
  - a.) Instructional coaches, librarians and resource teachers who hold TESOL and/or Bilingual endorsements and provide professional support at schools are eligible for a \$1,000.00 differential (beyond the initial \$500.00 for holding the endorsement).
  - b.) The professional support must be documented by a supervisor (principal or department head). The form to document the support will be provided.
4. The number of differentials authorized for providing services at the school shall be determined by the total LEP population of the school and by the Alternative Language Service (ALS) program need as reported by the principal using the following criteria:
  - a.) Teachers must possess a current endorsement (teachers on waiver do not qualify for the differential).
  - b.) Teachers must provide services in a District designated Bilingual and/or ESL program, including pre-kindergarten programs.
  - c.) Teachers wishing to be considered for a differential must have their current endorsement on file with the Department of Human Resources and the school within twenty (20) workdays of providing services. To be eligible for the entire differential payment, all endorsements must be approved by the Public Education Department by no later than September 15th. If applicable, employees must be providing services under the provisions of the district ALS Plan by that date to receive full payment. Endorsements issued and/or the commencement of the provision of services after that date will be compensated on a prorated basis.
  - d.) Employees with an ESL/Bilingual endorsement receive differential pay when they are providing ESL and/or Bilingual Services to eligible students. If, during the school year, the employee no longer has a caseload of eligible students, the principal will notify Human Resources of the date that the services stopped so that the payment for the services ceases. Payment for services will resume once the principal notifies Human Resources that the teacher has an eligible caseload.
2. Teachers of the Deaf who hold a certificate that ensures that they are proficient in Sign language are eligible for the following bilingual credential differential:
  - a. One of any of the following credentials - \$500
    1. SCPI Intermediate Plus
    2. NIC (National Interpreter Certification)
    3. CT (Certificate of Transliteration)
    4. IC/TC (Interpretation Certificate/Transliteration Certificate)
    5. NAD III (Generalist) - Average Performance
    6. EIPA level 3.5 or above (Educational Interpreter Performance Assessment)
  - b. One of any of the following credentials – \$1,000
    1. SCPI Advanced
    2. NIC Advanced
    3. CI (Certificate of Interpretation)
    4. IC (Interpretation Certificate)
    5. NAD IV (Advanced) Level 3
    6. Ed: K-12 (Educational Certificate: K-12)

- c. One of any of the following credentials – \$2,000
  - 1. SCPI Advance Plus
  - 2. NIC MASTER
  - 3. CSC (Comprehensive Skills Certificate)
  - 4. CI/CT (Certificate of Interpretation/Certificate of Transliteration)
  - 5. CDI (Certified Deaf Interpreter)
  - 6. MCSC (Master Comprehensive Skills Certificate)
  - 7. RSC (Reverse Skills Certificate)
  - 8. NAD V (Master) - Superior Performance

- d. SCPI Superior and Superior Plus - \$3,000

The credential is paid based on the highest certificate held.

3. National Board Certified Teachers

- a. Teachers who are certified by the National Board for Professional Teaching Standards shall receive a differential. The state of New Mexico provides funding for a differential for board certified teachers based on the state's unit value multiplied by a factor of 1.5.
- b. For school year 2009-10, the differential value is \$5,839.
- c. Should the state discontinue funding this differential, Board certified teachers shall receive a differential of \$2,000 as long as the certificate is held.
- d. Employees who present their National Board Certified Teacher Credential shall be paid their differential retroactively back to the start of the school year in which they earned this credential.

*Refer to Appendix E Credential Differentials on page 72.*

E. Teacher Leadership Position Descriptions: The following explanations apply to the teacher leadership positions identified herein. Teacher Leadership Positions are in place to support distributive leadership throughout the school and are intended to be held by multiple members of the staff.

1. Secondary Schools

- a. Department Chairs (Department Heads) are primarily curricular. The job descriptions include but are not limited to the duties listed.
  - 1. Manage resources needed for the running of the department (textbooks, department budget, etc.).
  - 2. Coordinate between the department and the administration on such issues as hiring, class schedules for teachers, student teacher placement, and improvement of curriculum and instruction.
  - 3. Facilitate department meetings to address student needs, teaching methods, curriculum modification and innovation, and textbook adoption.
  - 4. Serve as a liaison between the department and other educational groups doing the following work:
    - a.) Vertical articulation with elementary and middle school teachers.
    - b.) Informing parent organizations and community organizations about the department program.
    - c.) Meeting with other department chairs to discuss common concerns.
- b. Department Chairs in the thirteen (13) senior high schools, Career Enrichment Center, Evening School, and New Futures School shall receive a differential according to the following:
  - 1. 6-15 teachers on teams - \$1,751.
  - 2. 16 or more teachers on teams - \$1,929.
- c. Middle School Department Heads:
  - 1. Student enrollment 800 or less - Four (4) differentials
  - 2. Student enrollment over 800 - Five (5) differentials.
  - 3. Each person so designated shall receive a differential of \$1,629.
  - 4. It is the Instructional Council's responsibility to decide in collaboration with the whole staff whether or not to have Department Chairs, Team Leaders or both.

- d. Election/selection of High School and Middle School Department Heads
  1. Elected High School Department Heads, and Middle School Department Heads must have a minimum of a Level II license.
  2. In order to elect a teacher leader with a Level I license, the department/school must follow the contract waiver procedure described in APPENDIX L (pg. 99) of the negotiated agreement.
  3. Election/Selection procedures for choosing Department Heads, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each department shall agree to choose Teacher Leaders in one of the following manners:
    - a.) Leaders shall be elected by the constituents they are elected to serve.
    - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
  4. Term of Office
    - a.) Teacher Leaders shall serve for a period of two (2) years.
    - b.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.

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

## 2. High School Academy Leaders

- a. Academy Leaders facilitate the following efforts for the teaching teams within their academies:
  1. Implement PLC strategies and the use of data to improve student learning;
  2. Focus the program of study in the academy for articulation of dual credit options and curriculum development;
  3. Identify professional development needs of the teaching teams;
  4. Coordinate the meeting schedule and liaison needs to the administration and department chairs.
- b. Differentials for High School Academy Leaders: Starting with the 2009-2010 school year, high schools will have \$3,520 to be used for Academy Leader Differentials.
  1. Schools are free to supplement the \$3,520 available for Academy Leader differentials from the school's discretionary funds.
  2. The elected leaders will make a determination about how the \$3,520 will be divided among themselves and they will let the principal know this before the differential paperwork is due to Human Resources.
- c. Election/selection procedure for High School Teacher Leadership Positions
  1. Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
    - a.) Leaders shall be elected by the constituents they are elected to serve.
    - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
  2. Elected High School Academy Leaders must have a minimum of a Level II license. In order to elect a teacher leader with a Level I license, the department/school must follow the contract waiver procedure described in APPENDIX L (pg. 99) of the negotiated agreement.
  3. Term of Office
    - a.) Teacher Leaders shall serve for a period of two (2) years.
    - b.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.

### 3. Middle School Team Leaders

#### a. Team Leaders:

1. Are grade level based and are often cross-curricular. Team members often have students in common.
2. Are an information liaison between the administration, the Instructional Council and the team members.
3. Facilitate/coordinate team meetings.
4. Collect and evaluate data for their team.

#### b. Differentials for Middle School Team Leaders: Starting with the 2009-2010 school year, middle schools will have \$3,520 to be used for Team Leader Differentials.

1. Schools are free to supplement the 3,520 available for Team Leader differentials from the school's discretionary funds.
2. The elected leaders will make a determination about how the \$3,520 will be divided among themselves and they will let the principal know this before the differential paperwork is due to Human Resources.

#### c. Election/Selection Procedure for Middle School Teacher Leadership Positions

1. Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
  - a.) Leaders shall be elected by the constituents they are elected to serve.
  - b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
2. Elected Middle School Team Leaders must have a minimum of a Level II license. In order to elect a teacher leader with a Level I license, the department/school must follow the contract waiver procedure described in APPENDIX L (pg. 99) of the negotiated agreement.
3. Term of Office
  - a.) Teacher Leaders shall serve for a period of two (2) years.
  - b.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.

### 4. Elementary Schools

#### a. Elementary Leaders

1. There shall be a collaborative effort between administration and certified staff at each school site to establish from one (1) 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.
2. Determination of positions, job descriptions and differential amounts shall be through school-wide consensus of all certified teaching staff.
3. All positions shall be evaluated by the teaching staff annually at the end of the school year through a method agreed to by the teaching staff, and if needed, positions may be redesigned, redefined and/or differential amounts reallocated.
4. The sum of \$8,085 will be allocated to each elementary school site to be used as payment for differentials.
5. Elected Elementary Team Leaders must have a minimum of a Level II license. In order to elect a teacher leader with a Level I license, the department/school must follow the contract waiver procedure described in APPENDIX L (pg. 99) of the negotiated agreement.
6. Election/Selection procedure for Elementary School Teacher Leadership Positions
  - a.) Elementary Leaders must be members of the certified teaching staff.
    - 1.) Elementary Leaders shall be elected by all certified members of the teaching staff annually in a secret ballot election.

- 2.) Each certified member of the teaching staff shall receive a list of the positions, job descriptions and differential schedule before the election is held and shall have the opportunity to be nominated or to volunteer for the ballot.
  - 3.) Results of the election shall be reported to the Department of Human Resources no later than October 1st of each school year.
  - b.) Term of Office
    - 1.) Positions shall be for a term of one (1) year.
    - 2.) Teachers may be reelected to an Elementary Leader position for more than one year.
  - b Elementary Math, Literacy and Early Childhood leaders
    1. The decision concerning which differentials will be assigned at each elementary school shall be collaboratively decided through the Instructional Council.
    2. Literacy and Math leaders are elected by the staff at large and serve for two years.
    3. Compensation for Literacy, Math, and Early Childhood Leaders shall be as follows:
      - a.) \$5,280 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.
      - b.) Differential for Literacy Math and Early Childhood Leaders is \$1,760 for each of the three positions at the Elementary School.
    4. Qualifications
      - a.) Level II license or above
      - b.) Previous experience as at least one of the following:
        - 1.) A study group participant
        - 2.) A study group leader
        - 3.) Other teacher leadership positions
- Note: Instructional Coaches, Literacy Leader, Math Leader and Early Childhood positions are filled by separate individuals.*
5. Job Description
    - a.) Attend and participate in all district sponsored literacy or math cohort meetings/professional development provided by Teaching and Learning Services.
    - b.) Use (and possibly demonstrate for peers) learned educational knowledge.
    - c.) Write end-of-year status report on standards implementation of literacy or math.
    - d.) Build capacity at the 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:
      - 1.) Instructional Council
      - 2.) Instructional Coach
      - 3.) Team Leader
      - 4.) Staff Development Personnel
      - 5.) Site Administrator(s)
      - 6.) Instructional Materials Contact Teacher
      - 7.) Colleagues
    - e.) Act as the literacy, math or early childhood resource/contact person at the site.
  6. School-based responsibilities
    - a.) Math and Literacy Leaders
      - 1.) Distribute district information.
      - 2.) Provide school and District professional development.
      - 3.) Support colleagues in the content area.
      - 4.) Organize and facilitate vertical articulation.
      - 5.) Facilitate school-based study groups if possible.



- b.) Early Childhood Leaders
  - 1.) Facilitate vertical alignment of full day Kindergarten program requirements with the NM Pre-K program requirements in the areas of appropriate classroom environments, assessment, curriculum, and standards-based instruction.
  - 2.) Implement a comprehensive research-based early literacy program which is child-centered and developmentally appropriate in Kindergarten and Pre-K classrooms.
  - 3.) Establish a school-wide transition plan as part of the school's EPSS.
  - 4.) Develop curriculum mapping for FDK and NM Pre-K classrooms.
  - 5.) Build capacity at the school level to address early childhood trends and implications for young children and families.
  - 6.) Facilitate a transition team for the school site to develop a comprehensive on-going transition plan.
- 7. Election Criteria
  - a.) Literacy and math leaders will be elected by the licensed staff at large. Early Childhood Leaders will be elected by the licensed staff pre-K through third grade.
  - b.) The length of the term of each leader should be determined at each site, but should not exceed two years before another election is held. There are no term limits.
- 8. Accountability
  - a.) Attendance: Teacher leaders are required to attend district-sponsored meetings during their leadership term. The following procedure will occur for absences:
    - 1.) First Absence - Contact, usually in the form of an e-mail, will be sent to the teacher leader by the APS administrator in charge of the district PD for each group. A copy of this notification will also be sent to the site principal.
    - 2.) Second Absence - Contact will be made with the teacher leader by the APS administrator in charge of the district PD for each group. A copy of this notification will also be sent to the site principal.
    - 3.) Third Absence - A meeting will be scheduled with the teacher leader. Attendees at the meeting will include the teacher leader, the APS administrator in charge of the district PD for each group, the site principal and a representative from ATF if requested. Teacher Leader expectations and commitment will be reviewed. Termination of the teacher leader's position may also be determined at this meeting. If the teacher's leadership position is terminated, a new election will be held.
  - b.) For those teacher leaders at year round schools who may miss a meeting due to intercession, it is the responsibility of the teacher to contact the APS administrator in charge of the district PD for each group prior to your absence.
  - c.) Documentation/paperwork: In an effort to verify that teacher leaders' responsibilities are fulfilled successfully, documentation is required in the form of an end-of-year status reports. The report will reflect the way in which the leader's work was based on the school's Educational Plan for Student Success. The report will also include a brief description of how the teacher leader worked collaboratively at their site to build capacity by providing staff facilitation or staff development opportunities at staff meetings, in-service days, and/or cluster days in collaboration with, but not limited to, any or all of the following:
    - 1.) Instructional Council
    - 2.) Instructional Coach
    - 3.) Team Leader
    - 4.) Staff Development Personnel
    - 5.) Site Administrator(s)
    - 6.) Instructional Materials Contact Teacher
    - 7.) Colleagues
- 5. Special Education Department Heads at the High School, Middle School and Elementary levels.
  - a. Differentials shall be based on the size of the team (department) as follows:
    - 1. Teams with 4 - 15 members - \$2,800

2. Teams with 16 or more members - \$3,100
- b. Special education numerical guidelines may be waived by mutual agreement of both parties in cases of verified need.
- c. Special Education Department Heads at the High, Middle and Elementary levels Head Special Education Teacher Responsibilities include:
  1. Facilitation of multidisciplinary Team/JEP meeting following performance-based reevaluation, when the current eligibility is continued with no addition/changes; may also complete addendum IEPs when appropriate. Head teachers may develop a school-based process for the delegation of the facilitation of MDT meetings with performance evaluations.
  2. Assist in the development and management of a Master Calendar for IEPs, re-evals and MDTs at school.
  3. Schedule, plan and chair school-based Special Education department meetings.
  4. Disseminate information to the school's Special Education Staff.
  5. Arrange for LEP coverage for teachers.
  6. Coordinate the management and maintenance of confidential files.
  7. Coordinate the transfer of the confidential files with the support of the records clerk.
  8. Provide technical assistance regarding special education laws, policies and procedures.
  9. Collaborate with sponsor teachers, feeder schools and administration regarding special education projections.
  10. Collaborate with appropriate staff in maintenance and ordering of special education forms.
  11. Assist in the development of the Special Education portion of the master schedule.
  12. Coordinate textbook adoption and material ordering for the department.
  13. Update, coordinate and distribute 20-day class lists to Special Education staff.
  14. Coordinate progression process for the school.
  15. Complete and submit transportation forms for any student who may not yet have a sponsor teacher.
  16. Collaborate with the PSS and IEP specialist for IEP training.
  17. Assist the Diagnostician with the compilation of out of district/state student transfer information.
  18. Collaborate with the Diagnostician on the scheduling of MDT/IEPs for out of District/State transfer students.
  19. Create a system for the scheduling of special education students according to their IEP's so that the responsibility is shared among several school personnel and does not rest solely with the Head Special Education Teacher.
- d. Election/Selection Procedure for Head Special Education Teacher
  1. Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
    - a. Leaders shall be elected by the constituents they are elected to serve.
    - b. Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
- e. Term of Office
  1. Teacher Leaders shall serve for a period of two (2) years.
  2. If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
- f. Procedures to Address Concerns: The following procedure will occur if there are concerns with the head teacher's ability to fulfill their responsibilities:
  1. The principal will contact the head teacher about the concern with the teacher's ability to fulfill their responsibilities based on the Head Teacher job description.
  2. If the concern continues, it will be documented and the principal will contact the Program Support Specialist (PSS) for support and training assistance.

3. If, after support is provided, the concern persists a meeting will be scheduled with the head teacher, Attendees at the meeting will include the head teacher, the PSS, the site principal and a representative from ATF if requested. Termination of the teacher leader’s position may also be determined at this time.
4. The head Special Education Teacher Rubric will serve as the evaluation tool to be used in order for both the members of the department and the principal in charge of Special Education at the site to provide feedback.

F. Responsibility Differentials

1. Student Assistance Team (SAT) Chair

- a. The purpose of the SAT Team is to provide to teachers the assistance they need to provide interventions for their students. Teachers should use the SAT process for ideas, guidance and help in documentation. The SAT Chair:
  1. Directs the activities of the team.
  2. Receives referrals to SAT.
  3. Convenes SAT meetings.
  4. Sees that the decision is implemented.
  5. Ensures that timely follow up is done.
  6. Is responsible for seeing that the SAT team decision is implemented, proper documentation and data collection is maintained, and that timely follow-up is done.
  7. Is responsible for seeing that the purpose of the SAT is met and that each aspect—identifying the challenge and student strengths developing the intervention plan, and assessing the probable effectiveness of the interventions—is addressed and given the appropriate time and consideration.
  8. Obtains staff training on the SAT process, including understanding cultural, language, and socioeconomic differences that may be misidentified as problems.
  9. Manages the SAT documentation.
  10. Keeps the calendar of SAT meetings.
  11. Notifies parents and follows up with parent forms.
  12. Follows up with health screenings.
  13. Manages observations.
  14. Keeps SAT packets and makes sure they are complete.
  15. Turns completed packets in to diagnosticians if testing is warranted.
- b. Election/Selection Procedure for SAT Chair: Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
  1. Leaders shall be elected by the constituents they are elected to serve.
  2. Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
- c. Term of Office
  1. Teacher Leaders shall serve for a period of two (2) years.
  2. If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
- d. Differentials for SAT Chair
  1. Differential for Student Assistance Team Chair is \$2,000.

*Refer to Appendix F Teacher Leadership Differentials on pages 73-75*

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

Head Football .....	\$5,452
Assistant Football .....	\$3,359
Head Basketball .....	\$4,486
Assistant Basketball .....	\$2,863

Head Track .....	\$3,548
Assistant Track .....	\$2,287
Head Tennis .....	\$2,287
Head Golf .....	\$2,287
Head Wrestling .....	\$3,548
Assistant Wrestling .....	\$2,287
Head Baseball/Softball .....	\$3,548
Assistant Baseball/Softball .....	\$2,287
Head Volleyball .....	\$3,482
Assistant Volleyball .....	\$2,287
Head Soccer .....	\$2,892
Assistant Soccer .....	\$2,287
Head Cross Country .....	\$3,482
Head Swimming .....	\$3,482
Athletic Trainer .....	\$6,092
Athletic Director.....	\$3,616

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

<u>Head Coaching Assignment</u>	<u>6-10 years experience</u>	<u>11 years and over experience</u>
Football	+ \$500	+ \$1000
Basketball	+ \$500	+ \$1000
Track	+ \$500	+ \$1000
Wrestling	+ \$500	+ \$1000
Volleyball	+ \$500	+ \$1000
Baseball/Softball	+ \$500	+ \$1000
Swimming	+ \$500	+ \$1000
Cross Country	+ \$500	+ \$1000
Tennis	+ \$500	+ \$1000
Golf	+ \$500	+ \$1000
Soccer	+ \$500	+ \$1000
Athletic Trainer	+ \$500	+ \$1000
Athletic Director	+ \$500	+ \$1000

4. Middle schools shall be provided, at \$1,640 each, differentials for boys' and girls' intramural programs, including up to two (2) culminating extramural activities for each intramural program, as follows:

- Student enrollment 800 or less - Four (4) differentials.
- Student enrollment over 800 - Five (5) differentials.
- Payment for intramural differentials will be made in two (2) installments: one mid-way into the program and one after the entire program has been completed.

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

Dance .....	\$1,964
Speech Director .....	\$2,878
Speech Assistant Director * .....	\$1,964
Drama Director .....	\$2,933
Drama Assistant Director * .....	\$2,042
Band Director .....	\$4,500
Band Assistant Director * .....	\$2,521
Orchestra Director .....	\$1,621
Chorus Director .....	\$3,480
Chorus Assistant Director * .....	\$2,521
Annual .....	\$2,196
Newspaper.....	\$1,621
Drill Team.....	\$1,621

Cheerleader "A" .....	\$4,500
Cheerleader "B" .....	\$3,200

\* Not a District-funded position

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

<u>Differential Assignment</u>	<u>6-10 years experience</u>	<u>11 years and over experience</u>
Speech Director	+ \$500	+ \$1000
Drama Director	+ \$500	+ \$1000
Annual	+ \$500	+ \$1000
Newspaper	+ \$500	+ \$1000
Band Director	+ \$500	+ \$1000
Dance	+ \$500	+ \$1000
Chorus Director	+ \$500	+ \$1000
Orchestra Director	+ \$500	+ \$1000
Drill Team	+ \$500	+ \$1000
Cheerleader "A"	+ \$500	+ \$1000
Cheerleader "B"	+ \$500	+ \$1000

7 Middle schools will be provided additional activity differentials to be determined by the principal as follows:

- Student enrollment 600 or less - Seven (7) differentials.
- Student enrollment over 600 - Eight (8) differentials. Compensation shall be \$1,306 for each activity except band and chorus which shall be \$1,551. Schools having band, orchestra and chorus programs shall provide the full differential for those activities as described in the Instructional Procedural Directive.

8. Intensive Support Programs within Special Education programs shall be provided one (1) differential of \$1,517 for the coordination of the extramural Special Olympics.

9. A differential of \$4,243 will be provided to each high school MESA program director. A differential of \$1,805 will be provided to each middle school MESA program leader.

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

A. 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.

- The IC includes the Principal, a Federation representative elected 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.
- Teachers shall comprise at least fifty percent (50%) of the IC.
- Meetings shall be open to any member of the school staff or school community.
- 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.
- Specific structure and protocol for the IC shall be developed by the IC and published for the school community.
- 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.
- 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.*

#### B. Leadership Councils: At large Constituent Groups

1. Employees may create district-wide at-large Leadership Councils when employees with common areas of interest and expertise are assigned at different schools throughout the district. Constituent Leadership Councils will include administrators and employees and shall be recognized by the District and the Federation.
2. APS and ATF recognize the following Leadership Councils:
  - a. Nurses
  - b. Social Workers
  - c. Speech and Language Therapists
  - d. Transition Specialists
  - e. Diagnosticians
  - f. Special Education Department Head Teachers
  - g. School Psychologists

#### C. Instructional Councils: Process and Content

1. 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.
2. 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.
3. IC's are empowered to address school issues that fall within the scope of instructional improvement.

#### D. Instructional Councils: Decision-Making Processes

1. 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:
    - 1.) There has been communication with and input from constituents.
    - 2.) Participants have reached a meeting of the minds sufficient to make a decision and carry it out.
    - 3.) There is agreement that no one who could block or obstruct the decision or its implementation will exercise that power.
    - 4.) There is agreement that everyone needed to support the decision and put it into effect will do so.

- b. 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.
  - 2. Alternative Decision-Making Models
    - a. 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.).
    - b. Determination of the model to be used needs to be made through consensus. The model used may change from issue to issue.
  - 3. 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.
- D. Instructional Councils: Considerations for a Successful Collaborative Structure
  - 1. IC representatives are elected.
  - 2. The representatives are elected to serve a specific constituency.
  - 3. The selected representatives constantly communicate with their constituents.
  - 4. Communication with constituents is focused on giving information and getting their constituents' perspectives in order to represent all points of view at the meeting.
  - 5. The IC has taken the time necessary to be clear about:
    - a. What decisions it makes and;
    - b. How it makes those decisions.
  - 6. All members of the Instructional Council openly discuss and share all information pertaining to an issue so that the best decision can be reached.
  - 7. 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.
  - 8. The IC positions are desirable and there is healthy participation.
  - 9. Agendas and past minutes from IC meetings are made public.
  - 10. ICs make meaningful decisions; they are not solely "advisory."
  - 11. All IC members are viewed and treated as equals.
  - 12. Decisions made by the IC that affect the staff or a specific constituency group must be made in collaboration with the staff or constituency group.
- E. Instructional Councils: Time for Professional Development
  - 1. 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.
  - 2. The following time is available for professional development:
    - a. Extra day(s). One paid day added to the 183-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.
    - b. 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 up to 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:
      - 1. Decide in collaboration with the whole staff whether or not to use up to 13 hours for professional development;
      - 2. Come to consensus with the staff on the content of the professional development;

3. Come to consensus with the staff on the scheduling of up to 13 hours for professional development.

*Refer to Appendix D Time Chart on page 71.*

**F. Instructional Councils: Connection to School Committees and Other School Structures**

1. 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.
2. Connection to Teacher Leadership Positions
  - a. 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.
  - b. It is up to each school to determine how those leadership bodies and individuals communicate and coordinate their work.

**G. Instructional Councils: Connection to Budgeting**

1. 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.
2. Training in Budgeting may be requested of the District and the Federation for Instructional Councils.

**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.
- E. All committee meetings and time requirements scheduled outside of the duty day are voluntary with the exception of meetings scheduled in accordance with Article 5. C. 4.

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

**A. Mentoring**

1. Beginning Teachers who hold a New Mexico Level 1 teaching license are eligible to be in the District Mentoring Program (DMP). The Program will provide individual support for every beginning teacher from designated mentors who are District teachers.
2. Leadership Team
  - a. A joint leadership team will guide the development of the District Mentoring Program. 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 Education.
3. Joint Governance Panel
  - a. The Joint Governance Panel (JGP) will preside over all aspects of the Mentor Program. A Panel member's term will consist of a minimum of two years. Vacancies on the Joint Governance Panel will be filled by the leader of each partner group. Each panel member will:
    - 1.) 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 of the duty day. Attendance and full participation is expected from each panel member. If more than three (3) meetings are missed the Panel member may be replaced by the leader of the group.



- 2.) Meet with a Lead Mentor in preparation for the monthly mentor meetings.
- 3.) Participate in ongoing design and oversight of the Mentoring/PAR program.
- 4.) Assist in the interviewing and selecting of mentors.
- 5.) Maintain consistent communication and coordination with all the partners.
- b. Classroom teachers who are panel members and require a half-day substitute teacher to fulfill their responsibility will be supported by APS and ATF.
- c. The Joint Governance Panel will make decisions by consensus whenever possible. If a vote is necessary, then five (5) votes on the Panel are required to approve an action.
- d. Panel Composition:  
The Panel shall consist of eight (8) members – three (3) appointed by the Federation President, three (3) appointed by the Superintendent, and two (2) appointed by the Dean of the College of Education.
- e. Panel Member Compensation:
  - 1.) Each member of the Panel shall receive an annual differential of \$3,000.
  - 2.) JGP members who serve on the Peer Assistance and Review (PAR) panel will receive an additional \$1,000 annual differential.
4. Mentor Program Coordinator
  - a. The Coordinator must hold a Level 3 teaching license and be selected by a team of members from the JGP.
  - b. The coordinator will be responsible for day-to-day activities of the program.
  - c. The coordinator shall be paid according to the AT-3 (Level 3 Teacher) Salary Schedule. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
  - d. The Coordinator will have the support of a full-time secretary.
  - e. Responsibilities include:
    - 1.) Organizing materials for the JGP.
    - 2.) Overseeing the mentor application and selection process.
    - 3.) Observing Beginning Teachers/mentors as necessary.
    - 4.) Maintaining responsive, up-to-date communication with teachers and administrators in the district.
    - 5.) Matching mentors to Beginning Teachers.
    - 6.) Preparing materials for mentors and beginning teachers, professional development materials and activities.
    - 7.) Attending Joint Governance Panel meetings.
    - 8.) Preparing reports on the program for the Joint Governance Panel and the Partnership Leadership Team.
    - 9.) Maintaining program records, including a comprehensive database.
5. Support for the Beginning Teacher
  - a. Beginning Teachers in the program will receive support and technical assistance that reflects the developmental nature of their initial experiences in the classroom. A mentor who is in the relevant area of certification or grade level will be assigned to each Beginning Teacher.
  - b. Beginning Teachers will meet with designated mentors to conduct an individual needs assessment and identify areas for support.
  - c. Beginning Teachers will participate in district-wide and school-based orientations to help them become an active member of their educational community.
  - d. During the school year, Beginning Teachers will meet regularly with mentors to discuss their progress and developmental needs, communicate regularly with the program coordinator, be observed and receive feedback from their mentor frequently, and participate in relevant professional development activities at their school. They will also have the option to work with their mentors during professional leave days.
  - e. A year of mentoring will be considered complete when a mentor teacher has been officially assigned to a beginning teacher by the end of the first nine weeks of the given school year. Official assignment is done by notification to the mentor by the Mentor Program Coordinator.

- 1.) In the event that a mentor is assigned after the first nine weeks of the given year, the Beginning Teacher is entitled to one additional semester of mentoring the following year.
6. Mentor Teachers
  - a. The APS Mentoring Program will take a comprehensive approach to providing qualified mentors for each Beginning Teacher in the school district. Guidelines will be established by the JGP for all aspects of the mentor position, including detailed procedures and processes for mentor selection, preparation, and support; and clearly defined roles and responsibilities.
  - b. Mentor Selection Process
    - 1.) In order to be eligible to mentor a Beginning Teacher, a veteran teacher must have attained at Level 2 License. A New Mexico Master Teacher status Level 3 Licensure is preferred.
    - 2.) Qualified and approved Master Teachers who desire to be mentors will submit an application in order to be eligible for the mentor pool. Included in the application will be a letter of interest highlighting their ability to work with teachers, a list of references as well as a letter of recommendation from a principal or supervisor, a teacher colleague, and the site Federation Representative.
    - 3.) Becoming a member of the mentor pool will not guarantee a mentoring assignment. Not all mentors will be needed and activated each school year. Whether or not a mentor is activated will depend on the capacity to match mentors to Beginning Teachers. The need for a specific mentor will depend upon who is hired within the school district at large as well as at the school level.
    - 4.) Mentors will remain in full or part time positions in their classrooms. This arrangement will help guarantee that mentors maintain a connection with the daily work of classroom teaching.
    - 5.) Mentors who have been inactive for three (3) or more years will be required to reapply to the program.
7. Mentor Preparation and Support
  - a. Mentors will attend professional development that will address the following topics:
    - 1.) Overview of roles and responsibilities.
    - 2.) Record keeping responsibilities.
    - 3.) Research on mentoring and questioning techniques to assist Beginning Teachers to think critically about their practice.
    - 4.) Research on teacher development.
    - 5.) Formative and summative evaluation.
    - 6.) Confidentiality.
  - b. During the school year, mentors will receive support, technical assistance and professional development. Mentors will meet as a group for two hours once a month after school.
8. Mentor Roles and Responsibilities
  - a. The chief role of the Mentor is to offer support and practical advice to Beginning Teachers based on observation of and discussion about experiences related to the Beginning Teachers' teaching.
  - b. Mentors shall support Beginning teachers over the course of the year and document their activities to share with the Mentor Program Coordinator and the JGP.
  - c. Mentors will attend monthly District-wide Mentor meetings and professional development
  - d. School-based Mentors
    - 1.) School-based Mentors shall have a full or part-time teaching load and work with Beginning Teachers at their own schools as time allows, before school, during the school day, or after school.
    - 2.) School-based Mentors shall have access to professional leave days during the year when substitutes can be hired for mentors to work with or observe their Beginning Teachers.
  - e. A full load for a part-time release mentor shall not exceed four (4) Beginning Teachers.
  - f. Secondary level mentors will receive release time of an average of 40% of their teaching load, depending on their caseload.

- g. Elementary mentors may share a class.
9. Mentor Compensation
- a. School-based Mentors will receive an annual differential of \$2,000 if they mentor one teacher in their school; \$4,000 if they mentor two teachers in their school.
  - b. School-based Mentors who are released part-time from their classroom-teaching load will maintain at least a .4 teaching load and receive \$500 for each Beginning Teacher they mentor in compliance with the Mentor responsibilities.
10. Mentor Accountability
- a. Mentors are required to attend monthly professional development meetings during their period of assignment. The following procedure will occur for absences:
    - 1.) First Absence – Contact, usually in the form of an e-mail, will be sent to the mentor by the Mentor Program Office. A copy of this notification will also be sent to the site principal of the mentor and to the mentor’s Joint Governance Panel Liaison.
    - 2.) Second Absence – Contact will be made with the mentor by the mentor program. A copy of this notification will also be sent to the site principal of the mentor.
    - 3.) Third Absence – A meeting will be scheduled with the mentor. Attendees at the meeting will include the mentor, the Mentor Program Coordinator and the mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination of the mentor’s differential may also be discussed.
    - 4.) Mentors at year round schools who may miss a meeting due to intercession should contact the Mentor Program Office prior to the absence.
  - b. Documentation/paperwork
    - 1.) In an effort to verify that a first-year teacher has successfully completed a year of mentorship, documentation is required from both the first-year teacher and the mentor. Due dates of such documentation are specified upon receiving a mentor handbook. The following procedure will occur when documentation is not submitted in a timely manner:
      - a.) First Instance – Contact, usually in the form of an e-mail, will be sent to the mentor by the mentor office. A copy of this notification will also be sent to the site principal of the mentor and to the mentor’s Joint Governance Panel Liaison.
      - b.) Second Instance – Contact will be made with the mentor by the mentor program. A copy of this notification will also be sent to the site principal of the mentor.
      - c.) Third Instance – A meeting will be scheduled with the mentor. Attendees at the meeting will include the mentor, the Mentor Program Coordinator, and the mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination of the mentor’s differential may also be discussed.
11. Full-time Release Mentors
- a. Full-time Release Mentors will not receive additional compensation for their work as a mentor.
  - b. The caseload for a full time mentor shall be no less than ten (10) and no more than twenty (20) Beginning Teachers.
  - c. Full-time Release Mentors will help develop the Mentoring Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly mentor teacher meetings.
  - e. Full-time Release Mentor job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
    - 1.) Participate in interviews for new mentors
    - 2.) Review logs and observations forms from mentors
    - 3.) Outreach in schools
    - 4.) Data entry and oversight of mentor documentation
    - 5.) Help track mentor and beginning teachers
    - 6.) Mediate conflicts between mentor and beginning teachers

## 12. Lead Mentors

### a. Roles and responsibilities

- 1.) A Lead Mentor is a professional colleague who is an experienced mentor with the Mentor Program.
- 2.) Lead mentors shall be Level 2 or Level 3 (preferred) licensed teachers.
- 3.) Lead Mentors will collaborate with other Lead Mentors, members of the Joint Governance Panel and the Mentor Program Coordinator to plan and deliver professional development for Mentors and/or Beginning Teachers.
- 4.) Communicates and collaborates with Joint Governance Panel (JGP) members to ensure the smooth delivery of professional development.

### b. Job Description

- 1.) A Lead Mentor continues in their current position as a site based teacher.
- 2.) A Lead Mentor teacher will attend professional development planning meetings with other Lead Mentors and the Mentor Program Coordinator.
- 3.) A Lead Mentor, with the help of JGP members, will deliver monthly professional development to a group of mentors and/or beginning teachers.
- 4.) A Lead Mentor will communicate, but preferably meet with JGP members prior to the day of the meeting to ensure smooth delivery of the professional development.
- 5.) A Lead Mentor will prepare and organize materials needed for delivering professional development.
- 6.) A Lead Mentor will collect and review professional development evaluations following each mentor/beginning teacher meeting and then utilize the feedback to guide future professional development planning and delivery.

### c. Compensation

- 1.) Lead Mentors who successfully complete all job responsibilities will receive an annual differential of \$3,000 for their services in recognition of their additional responsibilities and time worked beyond the professional day and year.

13. 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.

14. Principals shall retain full responsibility and authority to evaluate teachers being mentored in the program. The principal will check the box on the Summative Evaluation form indicating successful mentorship completion upon confirmation from the Mentor Program Office.

## 15. New Teacher Orientation (NTO)

The Mentor Coordinator, in partnership with the Albuquerque Teachers Federation and with volunteers from the JGP, will be responsible for organizing the annual New Teacher Orientation. The NTO will include a new employee orientation sponsored by APS Human Resources. 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 Human Resources department will provide the names of the new employees to the DMP coordinator and to ATF.

## B. Peer Assistance and Review (PAR)

1. As a part of APS and ATF's commitment to provide a continuum of support for teachers, the district and union created both the Mentor Program and the Peer Assistance and Review (PAR) Program. The programs are related. As co-designed and run by the APS/ATF/UNM Partnership Program the Mentor Program provides comprehensive mentor support to beginning teachers. The PAR Program provides support to struggling experienced teachers.
2. The PAR Program is an intervention program designed to help improve the performance of experienced teachers who are having serious difficulties in the performance of their professional responsibilities. This help is provided through peer assistance from a Consulting Teacher (CT). The CT works directly with the struggling teacher to provide constructive and intensive intervention. The goal of the PAR Program is to develop and maintain the highest caliber teaching staff.

- a. The Mentor Teacher Program Coordinator will be responsible for day-to-day activities of the PAR Program. Responsibilities include:
  - 1.) Active participation in the work of the PAR Panel.
  - 2.) Assigning the Consulting Teachers.
  - 3.) Overseeing the intervention process.
  - 4.) Preparing reports on the program for the Joint Governance Panel and the Partnership Leadership Team.
  - 5.) Maintaining program records, including a comprehensive database.
3. PAR Panel
  - a. The PAR Panel is the governing body of the program. The PAR Panel is composed of the Program Coordinator, two (2) teachers and two (2) administrators from the JGP and a staff person from APS Human Resources.
  - b. The PAR Panel monitors intervention work and makes employment recommendations.
4. Consulting Teacher Position Requirements
  - a. A Consulting Teacher (CT) is an experienced Mentor Teacher released part-time from the classroom.
  - b. The CT is a professional colleague who provides non-evaluative support for teachers who are on an intensive evaluation plan or an improvement plan.
  - c. The CT possesses classroom management skills, a full understanding of content(s) and pedagogy.
  - d. The CT possesses the oral and written communication skills necessary to motivate adult learners.
  - e. The CT has the ability to work cooperatively and effectively with other professional staff members.
5. Support Offered by Consulting Teachers
  - a. CTs will be assigned to work first with teachers who are on Intensive Evaluation and then be assigned to work with teachers on an Improvement Plan or Approved Volunteers until they reach their intervention limit.
  - b. Intervention work with teachers experiencing difficulties in the performance of their professional job responsibilities will include in order of priority:
    - 1.) Teachers on Intensive Evaluation (will receive approximately 3-5 hours of intervention time a week).
    - 2.) Teachers on an Improvement Plan (will receive approximately 2-4 hours of intervention time a week).
    - 3.) Teachers who voluntarily seek assistance (will receive approximately 1-2 hours of intervention time a week).
  - c. During Intensive Evaluation and the Improvement Plan, the Consulting Teachers will have the responsibility of working and communicating with the school principal, the teacher and the APS/ATF Peer Assistance and Review Panel in order to provide consistent shared updates on the teacher's progress. In cases where the teacher has obtained voluntary assistance from the program, it is the prerogative of the teacher to notify the principal that they are receiving voluntary intervention help. Otherwise support remains confidential.

*(See Appendix G Teacher Evaluation Flow Chart on page 78).*

6. Consulting Teacher Roles and Responsibilities
  - a. The Consulting Teacher provides non-evaluative intensive instructional support to the classroom teacher.
  - b. CTs will have the responsibility of working and communicating with the school principal, the teacher, and the APS/ATF Peer Intervention Panel in order to provide consistent shared updates on the teacher's progress.
  - c. The Consulting Teacher provides written summaries of interventions to the teacher and the principal. Written summaries will be provided prior to the target dates on the improvement plan and may be provided more often.
  - d. Meetings between Consulting Teacher and the principal will be scheduled as needed to discuss the summary.

- e. The principal and the Consulting Teacher can concurrently recommend specific opportunities for professional development (such as classes, workshops, etc.) that are directly connected with the improvement plan.
  - f. The Consulting Teacher will report to the PAR panel periodically.
  - g. Consulting Teachers have the responsibility for research and development for the intervention program and assistance in writing the final program guidelines as directed by the Program Coordinator.
  - h. CTs who do not have a full intervention load will help develop the Mentoring Program by contributing their expertise and experience.
  - i. CTs will assist in developing and implementing the professional development for the monthly mentor teacher meetings.
  - j. As CTs help to ensure the success of the Mentor Program, their job responsibilities may include, but are not limited to the following as directed by the program coordinator:
    - 1.) Participate in interviews for new mentors
    - 2.) Review logs and observations forms from mentors
    - 3.) Outreach in schools
    - 4.) Data entry and oversight of mentor documentation
    - 5.) Help track mentor and beginning teachers
    - 6.) Mediate conflicts between mentor and beginning teachers
  - k. CTs may Mentor Beginning Teachers who are not yet assigned by Semester
  - l. The mentor expectations for the CTs are the same as those for other mentors, e.g.: documentation, observations, and attendance at mentor meetings.
  - m. Consulting Teachers will serve no more than three (3) years.
  - n. Termination of the CT's job may be at the request of either the CT or the Program Coordinator.
7. Consulting Teacher Compensation
- a. CTs who are assigned a Beginning Teacher at their school site will complete their mentoring effectively within the days they are there and is entitled to the \$2,000 mentoring differential. This differential is based on the same assumption that the time required to work effectively as a mentor usually extends beyond the duty day.
  - b. CTs who are assigned to work with a Beginning Teacher at another site during the time released for Consulting Teacher work will earn a differential of \$500 per Beginning Teacher for the time it takes to effectively mentor and keep up with the duties as described above.
8. Principal's role
- a. The principal remains the evaluator and will continue with observations. It is recommended that observations occur every two weeks.
  - b. Most formal conferences only include the teacher and the principal. Some conferences may involve the principal, the teacher, Human Resources and the ATF staff representative.
- C. PAR Process
- 1. Principal's Responsibilities Prior to Placing an Employee on an Improvement Plan
    - a. The principal will address concerns regarding any of the nine teacher competencies that may come about as a result of classroom observations or other evidence of teaching problems.
      - 1.) The concerns with the teacher will be presented verbally and possibly in writing.
      - 2.) The principal will provide assistance to the teacher.
      - 3.) Should the concerns continue, the principal will document the problems and meet with the teacher reviewing the issues.
    - b. APS Human Resources Department role
      - 1.) If there is no improvement, then the principal will meet with Human Resources to review the documentation (meetings, memos, concerns, observations, etc.).
      - 2.) Human Resources will determine if enough evidence exists to place the teacher on an Employee Improvement Plan.
      - 3.) If the Human Resources Department determines that enough evidence exists, the plan will be written and a meeting will be scheduled with the teacher, a representative from the Albuquerque Teachers Federation, the principal and a Human Resources Representative.

- 4.) If there is space available in the PAR Program the teacher shall be offered the support of a CT.
  - 5.) The concerns, evidence, expectations, support and a target date for improvement will be reviewed at this meeting.
2. Implementation of Employee Improvement Plan
    - a. The principal will continue to make regular classroom observations and provide summary memorandums (feedback) as to what has been observed. The memo may include suggestions and reminders if the teacher is or isn't making expected progress. (This process is outlined in the Evaluation Steps For Improvement document on the Principal Index under Tier Information for principals.)
    - b. If the expected progress has not been met by the target date, then the principal will notify Human Resources.
      - 1.) A meeting is held with the teacher, principal, HR and an ATF representative to notify the teacher that s/he did not meet the expectations of the improvement plan by the target date. At this time, it is determined that the teacher either continues on the Improvement Plan or is placed on Intensive Evaluation.
      - 2.) A new target date will be set.
      - 3.) Once a teacher is receiving PAR services, the principal continues observations within the evaluation process.
  3. Initiating Intensive Evaluation
    - a. Support provided by the Consulting Teacher through the Mentor/PAR Program is not optional for employees on Intensive Evaluation.
      - 1.) A teacher who is placed on intensive evaluation, and has been supported by a CT during his or her improvement plan, shall have the option of requesting a different consulting teacher to provide support during the intensive evaluation process.
      - 2.) It will be the Mentor/PAR Program Coordinator's decision, based on the capacity of the program, whether or not a request will be honored.
      - 3.) All parties should understand the process, roles and responsibilities of the program and its participants before the meeting at which the teacher is placed on intensive evaluation concludes.
      - 4.) Similar to the improvement plan process, the Consulting Teacher should be invited to attend the part of the meeting where support, process, roles and responsibilities related to the intensive evaluation process are discussed. Appointments for later meetings with the teacher and principal could be set at this time.
    - b. Second Target Date in the Process of the Improvement Plan (or First Date on Intensive Evaluation)
      - 1.) Immediately preceding the second target date for the Improvement Plan or the first target date for the Intensive Evaluation Plan, the Consulting Teacher will meet with the PAR Panel to review the case. The principal may attend the case review. The Panel can choose one of the following:
        - a.) Recommend that intervention be continued for a specified amount of time.
        - b.) Recommend that intervention be discontinued and employment continues: the teacher met the expectations of the Improvement Plan and is no longer on Intensive Evaluation.
        - c.) Recommend that the employee is discharged/terminated.
        - e.) If the principal does not attend the PAR Panel meeting, then the HR staff person on the PAR Panel will meet with the principal to give him/her the final recommendation of the PAR Panel.
        - f.) The statutory process for termination/discharge will be followed.

*See Appendix I PAR Support Flow Charts, pages 80-82*

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

A. The Career Pathway System for Support and Related Services Personnel (S&RSP) includes 5 criteria for movement from one level to the next. The 5 criteria (components) for movement in the Career Pathway System (CPS) are:

1. Years of Experience
2. Differentiated Evaluation Criteria
3. Advanced Credential/Degree
4. Continuing Education Units (CEUs)
5. Professional Portfolio

B. Advanced credential/degree necessary for movement to Level 3 of the CPS. Requirements are as follows:

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

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

Professional Field	CEUs required as a part of the Professional Portfolio
Counselors	20 verified hours annually or 2 college credits in counseling or 40 hours over 2 years. (District level in-services may count as CEUs.)
Social workers	15 verified hours annually
Nurses	30 verified hours every 2 years
Interpreters	80 verified hours every 4 years
Speech and Language Pathologists	10 verified hours annually
Occupational Therapists	20 verified hours annually (Hours can be carried over and averaged over time)
Physical Therapists	20 verified hours annually (Hours can be carried over and averaged over time)
Audiologists	10 verified hours annually
Orientation and Mobility Specialists	20 verified hours annually

D. Grandfathering

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



## **Article 11, PROFESSIONAL DEVELOPMENT**

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

## **Article 12, 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 G Review of Teacher Performance Evaluation on pages 76-78.*

- 1. Evaluation of teachers shall be performed by the school principal, assistant principal or site supervisor. Educational Diagnosticians 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 due process 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.
    - h. inform the employee of the mandatory right and requirement to go through the PAR process if there is an available Consulting Teacher to work with the employee exhibiting unsatisfactory performance (*see Article 9. C. on page 37*)
  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 13, 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 25, 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 14, 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 17, O.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 this 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 15, STAFFING**

### **A. Pupil-Teacher Ratios**

- 1. In determining pupil-teacher ratio, only classroom teachers shall be counted, except in those cases where other staff members teach part-time. In such cases, that portion of time spent in the classroom shall be counted in determining pupil-teacher ratio.
- 2. Excluding preparation time, that portion of the time spent outside the classroom by a classroom teacher may not be counted in determining pupil-teacher ratio.

### **B. Class Size**

- 1. After the first twenty (20) days of school, enrollment figures for all classes in each school shall be available for Federation review within five (5) school days after such request.

2. Any request made of the Public Education Department for deviation from state class size requirements or approval of a special program shall be made available to the Federation upon request.  
*Refer to Appendix B Class Size Requirements on page 67.*
  3. The number of pupils assigned to a teaching facility shall not exceed the number prescribed by safety regulations or the number of work stations.
- C. Daily Teaching Load
1. The daily teaching load per teacher for grades seven through twelve shall not exceed one hundred sixty (160) students except for required English classes which are limited to 150 students per day in grades 9-12 and 135 students per day in grades 6-8 (see Appendix B 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. When block scheduling results in the number of students seen by any teacher in a given day exceeds 160, written consent of the teacher(s) affected must be obtained in the form of a signed waiver by the affected teacher(s) which then must be submitted to the PED for approval.
  2. Schools on block scheduling should:
    - a. do so with the intent of improving instruction, student achievement, student attendance, and student safety as well as increasing opportunities available for students such as dual enrollment and access to additional electives;
    - b. consider the importance of prior and ongoing professional development opportunities designed to provide staff with the appropriate training to implement block scheduling as well as adjusting planning and preparation strategies for the resulting longer class periods;
    - c. staff in a manner which will result in an adherence to the maximum class load of 160 students seen in any given week by any individual teacher.

## **Article 16, 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 an 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 shall administrative transfers be 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.
- D. Transfer Rights
1. In the event a District program (Even Start, ISP, Deaf and Hard of Hearing, Autism, etc.) is relocated from one school site to another, the licensed employee assigned to that program shall have the option of remaining with the program and transferring to the new location, provided the following conditions are met:
    - a. There are no reductions at the new site which would result in the administrative transfer of a qualified individual willing to teach the new program.
    - b. All other contractual requirements are met.
  2. The teacher shall remain at the original location if a transfer is not desired; assuming instructional program and seniority requirements are met.

## **Article 17, 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 17, shall have ten (10) days after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 25.
  3. Application for Leave: All leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or supervisor. Extended leaves of more than ten (10) days, with or without pay, will be requested through the Extended Leave Clerk's office in the Department of Human Resources.
  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 said teacher bringing action against the District except on account of physical injuries suffered by the teacher while on duty.
  3. Leave will be granted to a teacher to appear in court to assert or protect one's own interest. For this particular leave, a deduction from gross pay shall be made at the degreed substitute rate of pay for each day taken.
  4. Leave with pay will be granted to a teacher where absence from duty is required by a lawful subpoena to testify in a court proceeding or in an administrative hearing where the issue does not involve asserting or protecting one's own interest.
- E. Illness in Immediate Family
- 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.



3. An employee may convert one day of sick leave to one day of religious leave during the school year. The employee must submit a special leave slip to his or her supervisor at least three (3) days prior to the date the leave will be taken. The employee need not disclose their religious beliefs verbally or in writing.
- H. Personal Leave
1. One (1) day of leave with pay each year is granted to an employee for personal matters which require the employee's absence during school hours. This leave may be accumulated up to five (5) days, including leave earned under Article 6, A.14.
  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, AT-3, A-2 A-3 and A-4 will be credited with paid sick leave at the start of the contract year as follows:

- a. Those employed for one hundred eighty-three (183) days – 10 days, based on the formula  $(183 \times 6.50 \times .055) = 65.10$  hours per year, accumulating up to 1300 work hours.
- b. Those employed for one hundred eighty-four (184) days – 10 days, based on the formula  $(184 \times 6.50 \times .055) = 65.52$  hours per year, accumulating up to 1300 work hours.
- c. Those employed for two hundred and eight (208) days – 12 days, based on the formula  $(208 \times 8.0 \times .055) = 91.52$  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 1/183 (or 1/184 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 1/183 (or 1/184 or 1/208, as applicable) of salary for each day taken except as provided for in paragraph M.

#### M. Sick Leave Bank

The District and the Federation recognize the need for an available pool of sick leave days upon which eligible teachers having experienced 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 or war or emergency, will be eligible for re-assignment to the position they vacated prior to taking military leave after completing duty, provided:
  - a. They provide written or verbal notice of their orders to their supervisor/Department of Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
  - b. They satisfactorily complete duty of five (5) 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 for five (5) continuous contract years preceding the granting of this leave and has not been granted an extended part-time leave within that period. Application for said leave shall include a statement indicating the purpose of the leave and shall be submitted, except in unusual circumstances, as determined by the District, thirty (30) days prior to the date the leave is to commence.
  - f. Extended Part-time Leave: Teachers who have been employed by the District in a full-time capacity for five (5) continuous contract years prior to granting this leave, may be granted leave to work less than full-time for up to one (1) school year. Application for such leave shall follow the same guidelines as outlined in O, 2.e. above, and all general provisions applying to other extended leaves will apply except that time spent on a part-time leave shall be counted for seniority purpose. This language shall not apply to teachers who change from full-time to part-time status without benefit of a leave.
  - g. Charter School Leave: Leave to teach at a charter school shall be granted as required by, and in accordance with the 1999 Charter Schools Act.
3. General Provisions
- a. A teacher returning to duty from an extended leave shall be reassigned to the original teaching position or, if that position is no longer available, to a substantially equivalent position to that held by the teacher at the commencement of the leave.
  - b. A teacher returning from an extended leave must file an intent to return to the school system no later than March 1. Failure to do so will be considered a resignation on the part of the teacher effective at the conclusion of the leave or the school year, whichever comes first.
  - c. All requests for extended leaves of absence shall be submitted to the Extended Leave Clerk's office in the Department of Human Resources.
  - d. Time spent on extended leaves of absence will not be counted for seniority purposes.
  - e. Extended leaves of absence will not be denied because of length of service except as provided herein. Time spent on extended leaves of absence shall not be considered a break in continuous service.

*Refer to Appendix C Leaves of Absence on pages 68-70.*

## **Article 18, 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 19, 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 APS School Police 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 20, 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 21, 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 22, SUMMER SCHOOL / EXTENDED SCHOOL YEAR**

- 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 (were) 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.
- G. In the event of a need for a Reduction-in-Force of Summer School employees, volunteers will be sought first. If a Reduction-in-Force is still necessary, determination will be made on the basis of date of hire for summer school. Procedures for reductions in ESY and K-3 plus programs shall be done so in accordance with Article 14.B.
- H. When two (2) or more qualified teachers apply for an Extended School Year program, seniority shall be considered.

## **Article 23, 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 24, 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 25 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. To that end, the parties have established an interest-based program for resolving such disputes.

*Refer to Appendix H Conflict Resolution Procedure on page 79.*

## **Article 25, GRIEVANCE PROCEDURES**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. All grievances shall be processed as provided herein.
- B. A grievance shall mean an allegation by a teacher, a group of teachers with the same grievance or the Federation that there has been a violation of any provision(s) of this Agreement.



1. The term "workday" when used in this Article shall mean working school days. During the summer months, "workday" shall be defined as Monday through Friday excluding Independence Day.
  2. The "aggrieved party" shall mean a teacher or a group of teachers in the bargaining unit or the Federation.
- C. No grievance shall be initiated at Level One unless it has been discussed by the aggrieved party with the immediate supervisor prior to filing. No grievance shall be initiated at Level Two unless it has been discussed by the aggrieved party and/or the aggrieved party's Federation representative with the Office of Labor Relations.
- D. A grievance shall be filed at Level One if the remedy sought is within the authority of the principal. If it is a remedy on which the principal has no authority, it shall be filed at Level Two.
- E. The District and the Federation agree that these proceedings and all information relating to a grievance will be kept informal and confidential.
- F. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximums, and every effort shall be made to proceed as quickly as possible.
1. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
  2. The aggrieved must file a written grievance within ten (10) 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 I, B.2., shall be subject to the grievance process at Level Two.
- N. Any grievance decision shall be provided to the Federation at the time of the decision.
- O. Level One
1. The aggrieved party shall submit the grievance in writing to the teacher's immediate supervisor. The immediate supervisor shall, within ten (10) 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 26, 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 just 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 25, 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 27, 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 28, NO STRIKE PROVISION**

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

#### **Article 29, DURATION OF AGREEMENT**

- A. This Agreement shall be effective upon ratification by the parties as of August 19, 2009, and shall remain in full force and effect through July 1, 2011. If a successor Agreement is not agreed to and ratified by July 1, 2011, 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.

**AGREEMENT SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused to be executed on their behalf.

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NUMBER 12, COUNTY OF BERNALILLO,  
STATE OF NEW MEXICO

\_\_\_\_\_  
Winston Brooks, Superintendent

\_\_\_\_\_  
Date

ALBUQUERQUE TEACHERS FEDERATION

\_\_\_\_\_  
Ellen Bernstein, President

\_\_\_\_\_  
Date

APPROVED:  
BOARD OF EDUCATION OF THE ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NUMBER 12,  
COUNTY OF BERNALILLO, STATE OF NEW MEXICO

\_\_\_\_\_  
Martin Esquivel, President

\_\_\_\_\_  
Date

Federation Negotiating Team

District Negotiating Team

\_\_\_\_\_  
Wilson W. Wilson, Chief Negotiator

\_\_\_\_\_  
Bob Woody, Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Ellen Bernstein  
John Boyadjian  
Robin Gibson  
Angela Reynolds  
Paul Roensch  
Loretta Shiver

Tammy Coleman  
Theresa Fullerton  
Anthony Griego  
Linda Sink  
Andrea Trybus  
Eva Vigil

## **APPENDIX A SALARY SCHEDULES**

*The following information applies to the salary schedules which follow.*

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 AT-1, AT-2 and AT-3: 184 days
  - Schedule A-2: 183 days
  - Schedules A-3 and A-4: 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 AT-1, AT-2, AT-3 and A-2. Eight hundred (800) hours of verified experience in a single school year will count as a year of experience on salary schedules A-3 and A-4. 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.1**  
**2009-2010 SALARY MATRIX AT-1**  
**LICENSURE LEVEL 1 TEACHERS AND LIBRARIANS**  
**AND**  
**CAREER PATHWAY LEVEL 1**  
**COUNSELORS, NURSES, SOCIAL WORKERS AND INTERPRETERS**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
1	\$30,000	\$30,001	\$30,002	\$30,002	\$30,004	\$30,005	\$30,006
2	\$30,000	\$30,001	\$30,002	\$30,002	\$30,004	\$30,005	\$30,006
3	\$30,767	\$30,768	\$30,769	\$30,769	\$30,771	\$30,772	\$30,773
4	\$31,280	\$31,383	\$31,485	\$31,485	\$31,690	\$31,895	\$32,100
5	\$31,793	\$31,998	\$32,203	\$32,203	\$32,408	\$33,844	\$34,870
6	\$31,794	\$31,999	\$32,204	\$32,204	\$32,409	\$33,845	\$34,871
7	\$31,795	\$32,000	\$32,205	\$32,205	\$32,410	\$33,846	\$34,872
8	\$31,998	\$32,306	\$32,511	\$32,511	\$32,716	\$33,847	\$34,873
9	\$32,286	\$32,596	\$32,803	\$32,803	\$33,010	\$34,149	\$35,183
10	\$32,576	\$32,890	\$33,099	\$33,099	\$33,307	\$34,456	\$35,500
11	\$32,870	\$33,186	\$33,396	\$33,396	\$33,607	\$34,766	\$35,819
12	\$33,165	\$33,484	\$33,697	\$33,697	\$33,910	\$35,079	\$36,146
13	\$34,461	\$34,616	\$34,775	\$34,775	\$34,930	\$36,418	\$37,590
14	\$36,183	\$36,695	\$36,860	\$36,860	\$37,026	\$38,605	\$39,848
15	\$36,906	\$37,427	\$37,595	\$37,595	\$37,939	\$40,265	\$41,507
16	\$37,083	\$37,595	\$37,768	\$37,768	\$38,698	\$41,067	\$42,339
17	\$37,260	\$37,768	\$37,937	\$37,937	\$39,190	\$41,620	\$42,884
18	\$37,427	\$37,937	\$38,183	\$38,183	\$39,976	\$42,455	\$43,742
19	\$37,595	\$38,105	\$38,720	\$38,720	\$40,512	\$42,993	\$44,281
20	\$37,768	\$38,273	\$39,048	\$39,048	\$40,770	\$43,247	\$44,536
21	\$37,937	\$38,490	\$39,831	\$39,831	\$41,563	\$44,038	\$45,386
22	\$38,105	\$38,767	\$40,086	\$40,086	\$41,817	\$44,290	\$45,643
23	\$38,490	\$39,577	\$40,875	\$40,875	\$42,611	\$45,086	\$46,436
24	\$39,229	\$40,259	\$41,507	\$41,507	\$43,268	\$45,695	\$47,021
25	\$40,256	\$41,280	\$42,596	\$42,596	\$44,294	\$46,719	\$48,045
26	\$41,280	\$42,310	\$43,622	\$43,622	\$45,318	\$47,747	\$49,072
27	\$42,310	\$43,337	\$44,650	\$44,650	\$46,323	\$48,773	\$50,098
28	\$43,337	\$44,361	\$45,676	\$45,676	\$47,372	\$49,810	\$51,127
29	\$44,361	\$45,387	\$46,703	\$46,703	\$48,400	\$50,828	\$52,152
30	\$47,445	\$46,413	\$47,728	\$47,728	\$49,428	\$51,853	\$53,194
31	\$48,498	\$47,445	\$48,754	\$48,754	\$50,452	\$52,893	\$54,243
32	\$48,498	\$48,472	\$49,781	\$49,781	\$51,480	\$53,938	\$55,289
33	\$48,498	\$49,497	\$50,808	\$50,808	\$52,509	\$54,986	\$56,335
34	\$48,498	\$50,523	\$51,836	\$51,836	\$53,556	\$56,031	\$57,384
35	\$48,498	\$51,550	\$52,872	\$52,872	\$54,602	\$57,078	\$58,431
36	\$48,498	\$53,544	\$53,920	\$53,920	\$58,604	\$59,440	\$61,329
37	\$48,498	\$56,707	\$57,970	\$57,970	\$62,070	\$63,090	\$64,417
38	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
39	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
40	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
41	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
42	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
43	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
44	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
45	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
46	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577
47	\$49,371	\$57,728	\$59,013	\$59,013	\$63,187	\$64,226	\$65,577

**APPENDIX A.2**  
**2009-2010 SALARY MATRIX AT-2**  
**LICENSURE LEVEL 2 TEACHERS AND LIBRARIANS**  
**AND**  
**CAREER PATHWAY LEVEL 2**  
**COUNSELORS, NURSES, SOCIAL WORKERS AND INTERPRETERS**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+45</b>	<b>Doctorate</b>
1	\$40,000	\$40,300	\$40,600	\$40,600	\$40,900	\$41,900	\$42,200
2	\$40,000	\$40,300	\$40,600	\$40,600	\$40,900	\$41,900	\$42,200
3	\$40,001	\$40,301	\$40,601	\$40,601	\$40,901	\$41,901	\$42,201
4	\$40,002	\$40,302	\$40,602	\$40,602	\$40,902	\$41,902	\$42,202
5	\$40,003	\$40,303	\$40,603	\$40,603	\$40,903	\$41,903	\$42,203
6	\$41,026	\$41,334	\$41,641	\$41,641	\$41,949	\$42,975	\$43,282
7	\$41,433	\$41,638	\$41,946	\$41,946	\$42,459	\$43,382	\$44,202
8	\$41,434	\$41,639	\$41,947	\$41,947	\$42,460	\$43,383	\$44,362
9	\$41,435	\$41,640	\$42,459	\$42,459	\$42,992	\$43,384	\$44,363
10	\$41,436	\$42,151	\$42,460	\$42,460	\$42,993	\$43,895	\$44,782
11	\$41,437	\$42,152	\$43,177	\$43,177	\$43,730	\$44,254	\$45,013
12	\$41,438	\$42,664	\$43,178	\$43,178	\$43,731	\$44,255	\$45,014
13	\$41,439	\$42,665	\$43,179	\$43,179	\$43,733	\$44,256	\$45,015
14	\$41,440	\$42,666	\$43,180	\$43,180	\$44,797	\$46,631	\$47,432
15	\$41,441	\$42,667	\$44,797	\$44,797	\$45,120	\$46,632	\$47,628
16	\$41,946	\$42,668	\$44,798	\$44,798	\$45,121	\$47,429	\$47,629
17	\$43,613	\$44,259	\$44,799	\$44,799	\$47,176	\$47,430	\$48,445
18	\$43,614	\$44,260	\$44,800	\$44,800	\$47,177	\$47,431	\$49,415
19	\$43,615	\$44,261	\$44,801	\$44,801	\$47,178	\$48,577	\$50,053
20	\$43,616	\$44,262	\$46,111	\$46,111	\$47,179	\$49,552	\$51,054
21	\$43,617	\$44,263	\$46,112	\$46,112	\$47,180	\$50,180	\$51,683
22	\$43,618	\$46,993	\$47,074	\$47,074	\$47,182	\$50,476	\$51,981
23	\$44,449	\$46,994	\$47,074	\$47,074	\$47,279	\$51,399	\$52,973
24	\$46,989	\$46,995	\$47,074	\$47,074	\$47,452	\$51,694	\$53,273
25	\$46,990	\$46,996	\$47,709	\$47,709	\$49,733	\$52,623	\$54,198
26	\$46,992	\$46,997	\$48,445	\$48,445	\$50,500	\$53,334	\$54,880
27	\$46,993	\$47,734	\$48,817	\$48,817	\$51,698	\$54,529	\$56,077
28	\$47,734	\$48,926	\$50,914	\$50,914	\$52,893	\$55,728	\$57,274
29	\$49,065	\$50,113	\$52,115	\$52,115	\$54,066	\$56,926	\$58,472
30	\$50,112	\$51,297	\$53,310	\$53,310	\$55,291	\$58,136	\$59,674
31	\$51,297	\$52,484	\$54,509	\$54,509	\$56,490	\$59,324	\$60,870
32	\$54,863	\$55,067	\$55,705	\$55,705	\$57,689	\$60,520	\$62,087
33	\$56,081	\$56,260	\$56,903	\$56,903	\$58,885	\$61,734	\$63,309
34	\$56,081	\$57,028	\$58,103	\$58,103	\$60,085	\$62,954	\$64,530
35	\$56,081	\$58,724	\$59,301	\$59,301	\$61,287	\$64,178	\$65,752
36	\$56,081	\$59,000	\$60,429	\$60,429	\$62,509	\$65,397	\$66,976
37	\$56,081	\$59,609	\$61,711	\$61,711	\$63,729	\$66,620	\$68,198
38	\$56,081	\$61,916	\$62,932	\$62,932	\$68,376	\$69,376	\$71,581
39	\$56,081	\$65,572	\$69,132	\$69,132	\$72,445	\$77,680	\$79,404
40	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
41	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
42	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
43	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
44	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
45	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
46	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404
47	\$56,081	\$65,572	\$69,132	\$69,132	\$72,444	\$77,680	\$79,404

**APPENDIX A.3**  
**2009-2010 SALARY MATRIX AT-3**  
**LICENSURE LEVEL 3 TEACHERS AND LIBRARIANS**  
**and**  
**CAREER PATHWAY LEVEL 3 COUNSELORS, NURSES,**  
**SOCIAL WORKERS AND INTERPRETERS**

<b>STEP</b>	<b>MA or NBC</b>	<b>MA15</b>	<b>MA45</b>	<b>Doctorate</b>
1	\$50,000	\$50,500	\$51,000	\$51,500
2	\$50,000	\$50,500	\$51,000	\$51,500
3	\$50,001	\$50,501	\$51,001	\$51,501
4	\$50,002	\$50,502	\$51,002	\$51,502
5	\$50,003	\$50,503	\$51,003	\$51,503
6	\$50,004	\$50,504	\$51,004	\$51,504
7	\$50,005	\$50,505	\$51,005	\$51,505
8	\$50,006	\$50,506	\$51,006	\$51,506
9	\$51,285	\$51,798	\$52,310	\$52,823
10	\$51,286	\$51,799	\$52,311	\$52,824
11	\$51,287	\$51,800	\$52,312	\$52,825
12	\$51,288	\$51,801	\$52,313	\$52,826
13	\$51,289	\$51,802	\$52,315	\$52,827
14	\$51,290	\$51,803	\$52,316	\$52,828
15	\$51,291	\$51,804	\$52,317	\$52,829
16	\$51,292	\$51,805	\$52,318	\$52,830
17	\$51,293	\$51,806	\$52,319	\$52,831
18	\$51,294	\$51,807	\$52,320	\$52,832
19	\$51,295	\$52,099	\$52,817	\$53,843
20	\$51,296	\$52,099	\$52,817	\$53,844
21	\$51,297	\$52,099	\$52,817	\$53,845
22	\$51,298	\$52,612	\$52,817	\$53,846
23	\$51,298	\$52,612	\$53,330	\$54,355
24	\$51,298	\$52,612	\$53,330	\$54,355
25	\$51,298	\$52,612	\$53,330	\$54,355
26	\$51,298	\$53,638	\$54,868	\$56,407
27	\$51,298	\$53,638	\$54,868	\$56,407
28	\$51,298	\$53,638	\$55,791	\$58,970
29	\$52,115	\$54,868	\$57,432	\$58,970
30	\$53,310	\$55,381	\$58,253	\$62,457
31	\$54,509	\$56,919	\$60,611	\$62,457
32	\$55,705	\$57,842	\$60,612	\$62,457
33	\$56,903	\$58,885	\$62,409	\$64,816
34	\$58,104	\$60,085	\$62,954	\$64,816
35	\$59,301	\$61,286	\$64,177	\$65,752
36	\$60,501	\$62,509	\$65,397	\$66,976
37	\$63,280	\$63,729	\$66,620	\$68,198
38	\$65,265	\$68,376	\$69,376	\$71,581
39	\$69,132	\$72,444	\$77,680	\$79,404
40	\$69,132	\$72,444	\$77,680	\$79,404
41	\$69,132	\$72,444	\$77,680	\$79,404
42	\$69,132	\$72,444	\$77,680	\$79,404
43	\$69,132	\$72,444	\$77,680	\$79,404
44	\$69,132	\$72,444	\$77,680	\$79,404
45	\$69,132	\$72,444	\$77,680	\$79,404
46	\$69,132	\$72,444	\$77,680	\$79,404
47	\$69,132	\$72,444	\$77,680	\$79,404



**APPENDIX A.4**

**2009-2010 SALARY MATRIX A-2  
CAREER PATHWAY  
SPEECH/LANGUAGE PATHOLOGISTS, PHYSICAL THERAPISTS, AUDIOLOGISTS,  
OCCUPATIONAL THERAPISTS AND ORIENTATION/MOBILITY SPECIALISTS**

Step	Level One		Level Two		Level Three	
	MA	Ph.D.	MA	Ph.D.	MA	Ph.D.
1	\$33,355	\$35,355	\$40,000	\$42,000	\$50,000	\$52,000
2	\$33,355	\$35,355	\$40,000	\$42,000	\$50,000	\$52,000
3	\$34,209	\$36,209	\$40,001	\$42,001	\$50,001	\$52,001
4	\$37,024	\$39,024	\$40,002	\$42,002	\$50,002	\$52,002
5	\$37,588	\$39,588	\$40,003	\$42,003	\$50,003	\$52,003
6	\$37,822	\$39,822	\$41,027	\$43,027	\$50,004	\$52,004
7	\$38,503	\$40,503	\$41,028	\$43,028	\$50,005	\$52,005
8	\$38,739	\$40,739	\$41,029	\$43,029	\$50,006	\$52,006
9	\$39,437	\$41,437	\$41,763	\$43,763	\$51,286	\$53,286
10	\$40,146	\$42,146	\$42,514	\$44,514	\$51,287	\$53,287
11	\$40,869	\$42,869	\$43,280	\$45,280	\$51,288	\$53,288
12	\$41,605	\$43,605	\$44,059	\$46,059	\$51,289	\$53,289
13	\$42,354	\$44,354	\$44,852	\$46,852	\$51,290	\$53,290
14	\$43,116	\$45,116	\$45,659	\$47,659	\$51,292	\$53,292
15	\$43,893	\$45,893	\$46,481	\$48,481	\$51,293	\$53,293
16	\$44,683	\$46,683	\$47,318	\$49,318	\$51,294	\$53,294
17	\$45,487	\$47,487	\$48,169	\$50,169	\$51,295	\$53,295
18	\$46,305	\$48,305	\$49,036	\$51,036	\$51,296	\$53,296
19	\$47,139	\$49,139	\$49,919	\$51,919	\$51,297	\$53,297
20	\$47,987	\$49,987	\$50,818	\$52,818	\$53,651	\$55,651
21	\$48,852	\$50,852	\$51,733	\$53,733	\$55,329	\$57,329
22	\$49,731	\$51,731	\$52,664	\$54,664	\$57,004	\$59,004
23	\$50,626	\$52,626	\$53,611	\$55,611	\$58,683	\$60,683
24	\$51,537	\$53,537	\$54,577	\$56,577	\$59,855	\$61,855
25	\$52,465	\$54,465	\$55,559	\$57,559	\$60,026	\$62,026
26	\$53,409	\$55,409	\$56,559	\$58,559	\$60,198	\$62,198
27	\$53,409	\$55,409	\$56,559	\$58,559	\$60,368	\$62,368
28	\$53,409	\$55,409	\$56,559	\$58,559	\$60,541	\$62,541
28	\$53,409	\$55,409	\$56,559	\$58,559	\$60,710	\$62,710
30	\$53,409	\$55,409	\$56,559	\$58,559	\$60,880	\$62,880
31	\$53,409	\$55,409	\$56,559	\$58,559	\$61,394	\$63,394
32	\$53,409	\$55,409	\$56,559	\$58,559	\$62,402	\$64,402
33	\$53,409	\$55,409	\$56,559	\$58,559	\$63,612	\$65,612
34	\$53,409	\$55,409	\$56,559	\$58,559	\$64,711	\$66,711
35	\$53,409	\$55,409	\$56,559	\$58,559	\$65,810	\$67,810
36	\$53,409	\$55,409	\$56,559	\$58,559	\$68,769	\$70,769
37	\$53,409	\$55,409	\$56,559	\$58,559	\$72,013	\$74,013
38	\$53,409	\$55,409	\$56,559	\$58,559	\$73,455	\$75,455
39	\$53,409	\$55,409	\$56,559	\$58,559	\$77,475	\$79,475

**APPENDIX A.5**

**2009-2010  
SALARY MATRIX A-3**

**EDUCATIONAL DIAGNOSTICIANS**

<b>STEP</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+45</b>	<b>DOCTORATE</b>
1	\$47,000	\$50,000	\$53,000	\$56,000
2	\$47,000	\$50,000	\$53,000	\$56,000
3	\$47,940	\$51,000	\$54,060	\$57,120
4	\$49,470	\$52,530	\$55,590	\$58,650
5	\$51,000	\$52,531	\$55,591	\$58,651
6	\$51,001	\$54,060	\$57,120	\$60,180
7	\$51,002	\$54,061	\$57,121	\$60,181
8	\$51,003	\$54,062	\$57,122	\$60,182
9	\$51,004	\$54,063	\$57,123	\$60,183
10	\$51,005	\$54,064	\$57,124	\$60,184
11	\$51,006	\$54,065	\$57,125	\$60,185
12	\$52,020	\$55,080	\$58,140	\$61,200
13	\$52,021	\$55,081	\$58,141	\$61,201
14	\$55,080	\$58,140	\$61,200	\$64,260
15	\$55,081	\$58,141	\$61,201	\$64,261
16	\$58,140	\$61,200	\$64,260	\$67,320
17	\$58,141	\$61,201	\$64,261	\$67,321
18	\$61,200	\$64,260	\$67,320	\$70,380
19	\$61,201	\$64,261	\$67,321	\$70,381
20	\$64,260	\$67,320	\$70,380	\$73,440
21	\$68,340	\$71,400	\$74,460	\$77,520
22	\$68,341	\$71,401	\$74,461	\$77,521
23	\$68,342	\$71,402	\$74,462	\$77,522
24	\$68,343	\$71,403	\$74,463	\$77,523
25	\$68,344	\$71,404	\$74,464	\$77,524
26	\$68,345	\$71,405	\$74,465	\$77,525
27	\$68,346	\$71,406	\$74,466	\$77,526
28	\$68,347	\$71,407	\$74,467	\$77,527
29	\$68,348	\$71,408	\$74,468	\$77,528
30	\$68,349	\$71,409	\$74,469	\$77,529
31	\$68,350	\$71,410	\$74,470	\$77,530
32	\$68,351	\$71,411	\$74,471	\$77,531

**APPENDIX A.6**

**2009-2010  
Salary Matrix A-4**

**LICENSED SCHOOL PSYCHOLOGISTS**

<b>STEP</b>	<b>LSP</b>	<b>PH.D., Psy.D., Ed.D.</b>
1	\$51,000	\$54,000
2	\$51,000	\$54,000
3	\$52,020	\$55,080
4	\$55,080	\$58,140
5	\$55,081	\$58,141
6	\$55,082	\$58,142
7	\$55,083	\$58,143
8	\$58,140	\$61,200
9	\$58,141	\$61,201
10	\$58,142	\$61,202
11	\$61,200	\$64,260
12	\$61,201	\$64,261
13	\$64,260	\$67,320
14	\$64,261	\$67,321
15	\$67,320	\$70,380
16	\$67,321	\$70,381
17	\$70,380	\$73,440
18	\$70,381	\$73,441
19	\$73,440	\$76,500
20	\$73,441	\$76,501
21	\$77,520	\$80,580
22	\$77,521	\$80,581
23	\$77,522	\$80,582
24	\$77,523	\$80,583
25	\$77,524	\$80,584
26	\$77,525	\$80,585
27	\$77,526	\$80,586
28	\$77,527	\$80,587
29	\$77,528	\$80,588
30	\$77,529	\$80,589
31	\$77,530	\$80,590
32	\$77,531	\$80,591
33	\$77,532	\$80,592
34	\$77,533	\$80,593
35	\$77,534	\$80,594

**APPENDIX B  
CLASS SIZE REQUIREMENTS**

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

**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 17 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 degreed 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 17, 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.</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 17, J. OF THIS AGREEMENT	Superinten- dent	Loss of pay/ No loss
<b>Sabbatical Leave</b>	REFER TO ARTICLE 17, K. OF THIS AGREEMENT	Extended Leave Clerk	No loss
<b>Sick Leave</b>	REFER TO ARTICLE 17, L. OF THIS AGREEMENT		
<b>Sick Leave Bank</b>	REFER TO ARTICLE 17, 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 17, 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 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 12 )	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.	<i>Principal/Supervisor can use these hours at his/her discretion</i>
5, C.5. Professional development time (see page 12 and pages 30-31)	Up to thirteen (13) hours per school year can be used for professional development and staff development activities.	<i>It is the Instructional Council's responsibility to:</i> <ul style="list-style-type: none"> <li>• <i>Decide in collaboration with the whole staff whether or not to use up to 13 hours for professional development;</i></li> <li>• <i>Come to consensus with the staff on the content of the professional development;</i></li> <li>• <i>Come to consensus with the staff on the scheduling of up to 13 hours for professional development.</i></li> </ul>
5, C.6. Federal, state or judicial training requirements (see page 12)	Up to fourteen (14) hours per school year can be used if required by a federal, state or judicial mandate.	<i>The district notifies teachers of the training and the entity requiring the training.</i>
"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.	<i>Instructional Councils</i>
"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.	<i>It is the Instructional Council's responsibility to:</i> <ul style="list-style-type: none"> <li>• <i>Decide in collaboration with the whole staff whether or not to bank between 1-4 days;</i></li> <li>• <i>Coordinate with the cluster on the dates for the professional development days;</i></li> <li>• <i>Work collaboratively with the whole staff to decide the content of the professional development and the date or dates it will be held.</i></li> </ul>
<i>Open House/Curriculum Night</i>	<i>It is a professional responsibility of teachers to attend one (1) open house or curriculum night.</i>	<i>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.</i>



## APPENDIX E 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.*

<b>Bilingual and ESL Differentials</b> – refer to Article 6, D. on pages 18 and 19 of this agreement for official language concerning eligibility, reporting requirements, tuition reimbursement and comprehensive compensation ladder details.	
<b>\$500 Differential for Bilingual and ESL</b>	<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> </ul> <p><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.</p>
<b>Additional \$3,000 Differential for Bilingual</b>	<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>\$3,000</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>\$3,000</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>
<b>Additional \$2,500 Differential for ESL</b>	<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>
<b>Additional \$3,500 Differential for Bilingual and ESL</b>	Teachers providing both ESL and Bilingual services according to the requirements above shall receive an additional differential of \$3,500.
<b>Additional \$1,000 Differential for TESOL/Bilingual Professional Support</b>	Instructional coaches, librarians and resource teachers who hold TESOL and/or Bilingual endorsements and provide professional support at schools are eligible for a \$1,000 differential.
<b>National Board for Professional Teaching Standards Certificate</b>	
<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 2009-10, the differential value is <b>\$5,839</b></li> </ul> <p>Should the state discontinue funding this differential, Board certified teachers shall receive a differential of \$2,000.</p>	

**APPENDIX F  
TEACHER LEADERSHIP DIFFERENTIALS**

<b>Differential</b>	<b>Amount</b>
<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. <i>Refer to Appendix L on page 99</i></p>	<p><b>\$5,280</b> allocated to each elementary school for three (3) differentials.</p> <p>The pay for each differential assignment is <b>\$1,760</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 \$8,085 will be allocated to each elementary school site to be used as payment for differentials.</p>	<p><b>\$8,085 for up to eight (8) positions.</b></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>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</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>\$1,751</b></p> <p>16 or more teachers in department – <b>\$1,929</b></p>
<p><b>Differentials for High School Academy Leaders</b></p> <p>Starting with the 2009-2010 school year, high schools will have \$3,520 to be used for Academy Leader Differentials.</p> <ol style="list-style-type: none"> <li>1. Schools are free to supplement the \$3,520 available for Academy Leader differentials from the school’s discretionary funds.</li> <li>2. The elected leaders will make a determination about how the \$3,520 will be divided among themselves and they will let the principal know this before the differential paperwork is due to Human Resources.</li> </ol>	<p><b>\$3,520</b> available for Academy Leader differentials</p>
<p><b>Differentials for Middle School Team Leaders</b></p> <p>Starting with the 2009-2010 school year, middle schools will have \$3,520 to be used for Team Leader Differentials.</p> <ol style="list-style-type: none"> <li>1. Schools are free to supplement the \$3,520 available for Team Leader differentials from the school’s discretionary funds.</li> <li>2. The elected leaders will make a determination about how the \$3,520 will be divided among themselves and they will let the principal know this before the differential paperwork is due to Human Resources.</li> </ol>	<p><b>\$3,520</b> available for Team Leader differentials (in addition to differential money for MS Team Leaders/Department Heads already available to Middle Schools.)</p>

<p><b>Middle School Department Heads/Team Leaders</b> Election/Selection process is the same as for High School Team Leaders.</p> <p>It is the Instructional Council’s responsibility to decide in collaboration with the whole staff whether or not to have Department Chairs, Team Leaders or both.</p>	<p><b>\$1,629</b></p> <ul style="list-style-type: none"> <li>• Four (4) differentials are available for schools with an enrollment of 800 or less</li> <li>• Five (5) differentials available for schools with an enrollment over 800.</li> </ul>
<p><b>High School, Middle School and Elementary School level Special Education Department Head</b></p>	<p>4-15 teachers in department or on team <b>\$2,800</b> 16 or more teachers in department – <b>\$3,100</b></p>
<p><b>Student Assistance Team Chair</b> The election/selection process for the SAT Chair will be as follows:</p> <ul style="list-style-type: none"> <li>• Chairs currently in position have option to stay in the position.</li> <li>• Schools that currently elect chairs will continue to do so.</li> <li>• For schools that have no chair and no election process, the principal may appoint SAT chairs for a one-year term.</li> </ul>	<p><b>\$2,000</b></p>
<p><b>Mentor Teacher</b></p>	<p><b>\$2,000</b> see Article 9 for additional information</p>

## **APPENDIX G**

### **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.

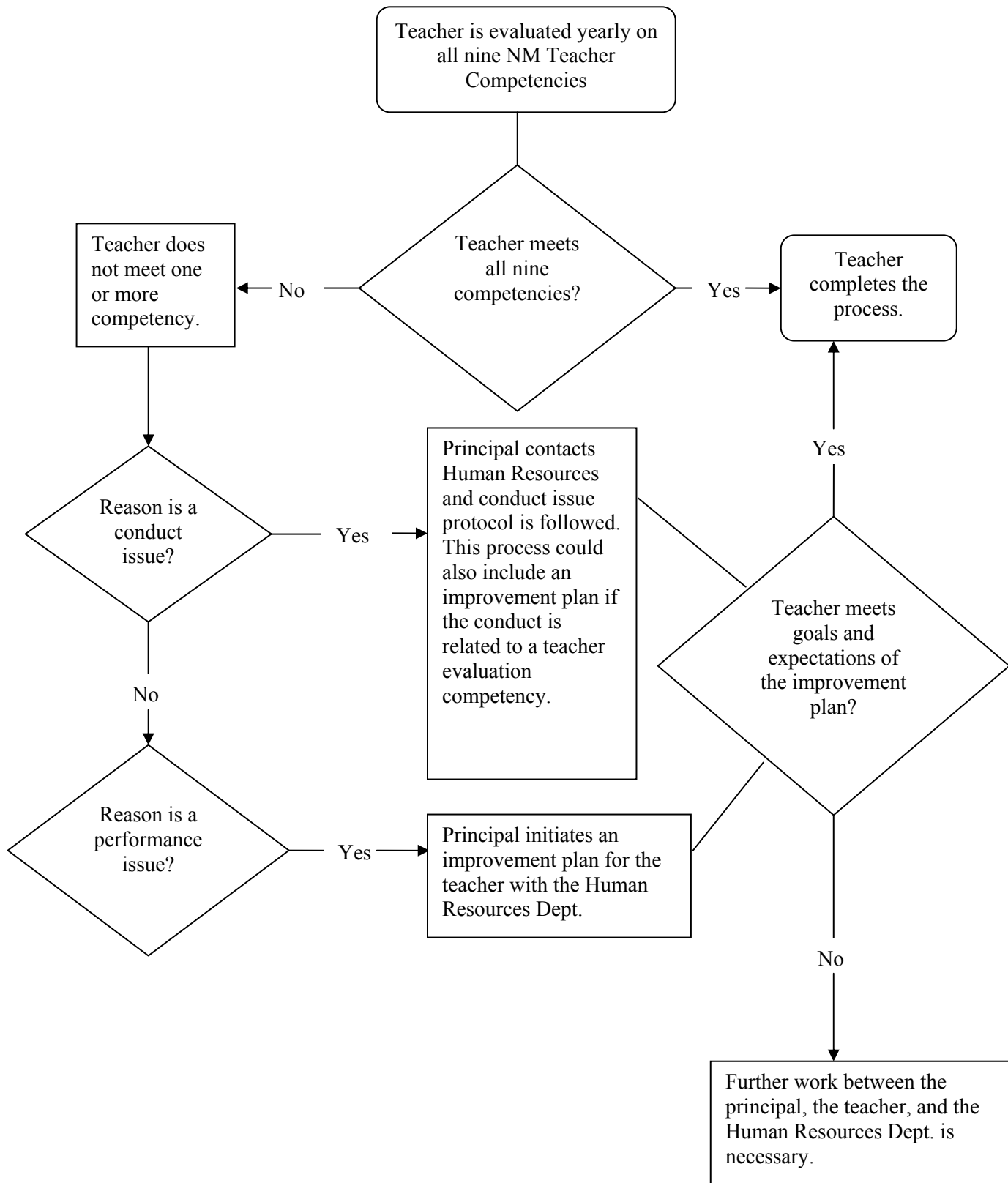
### **Principal**

- 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).
- Contact APS Human Resources and/or the Albuquerque Teachers Federation with questions.

## APS TEACHER EVALUATION FLOW CHART



## **APPENDIX H**

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

*Refer to Article 24 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 party or both parties 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 the 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

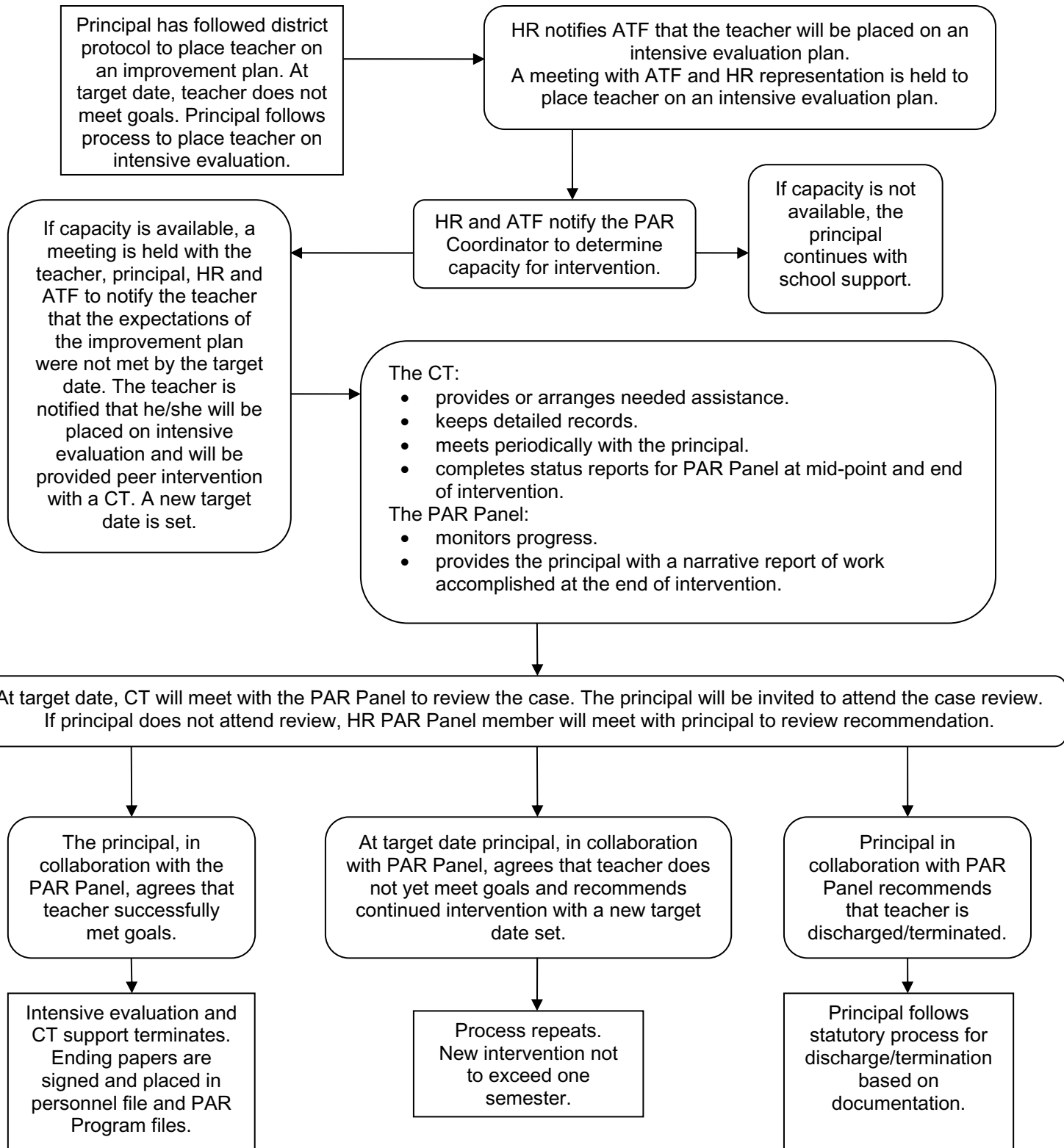
- This includes a requirement of confidentiality
- Open sharing of information
- Promptness / observation of timelines
- No steps are taken toward grievance or arbitration until the whole mediation process is completed.

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.



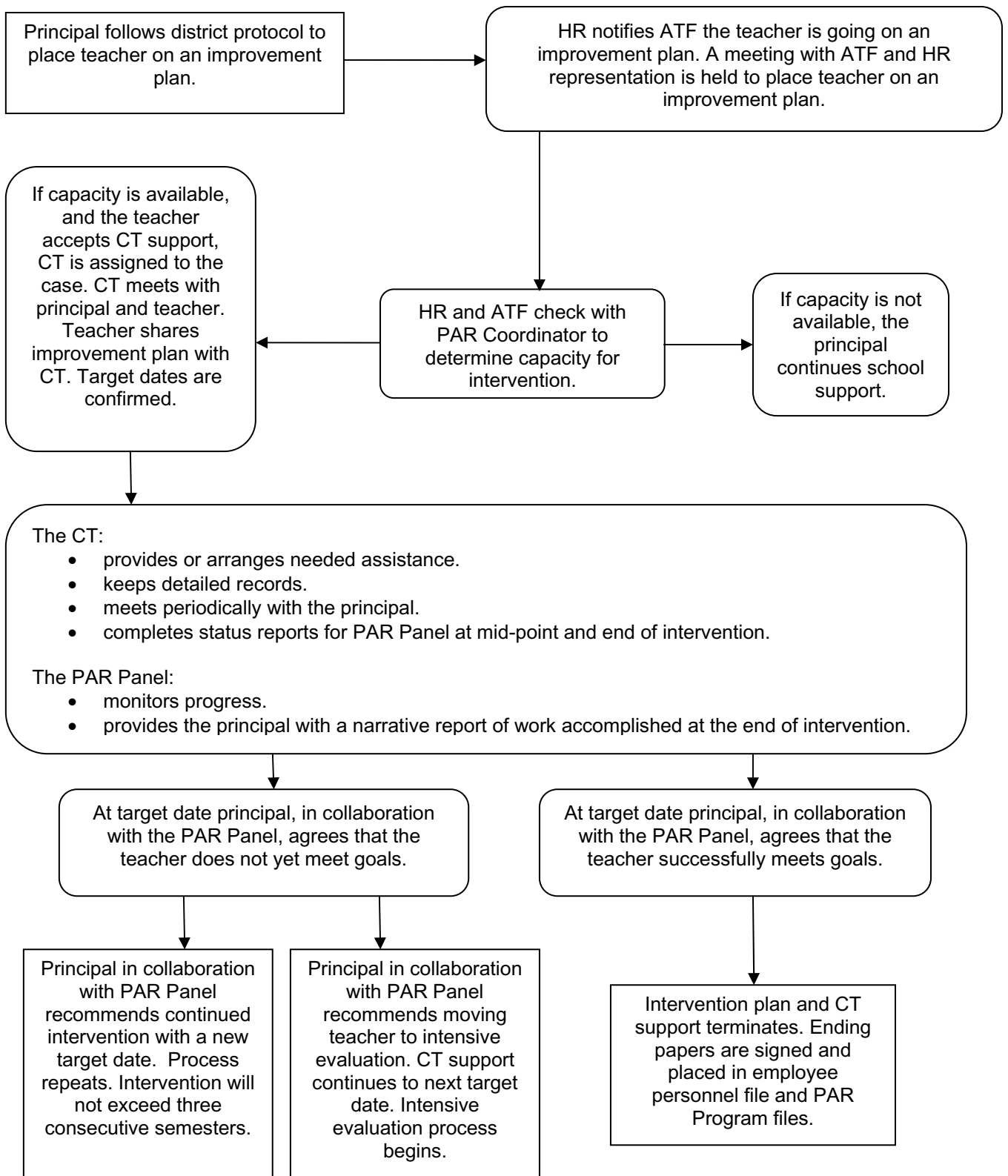
## APPENDIX I.1 PAR SUPPORT FLOW CHART

### INTENSIVE EVALUATION - PRIORITY 1



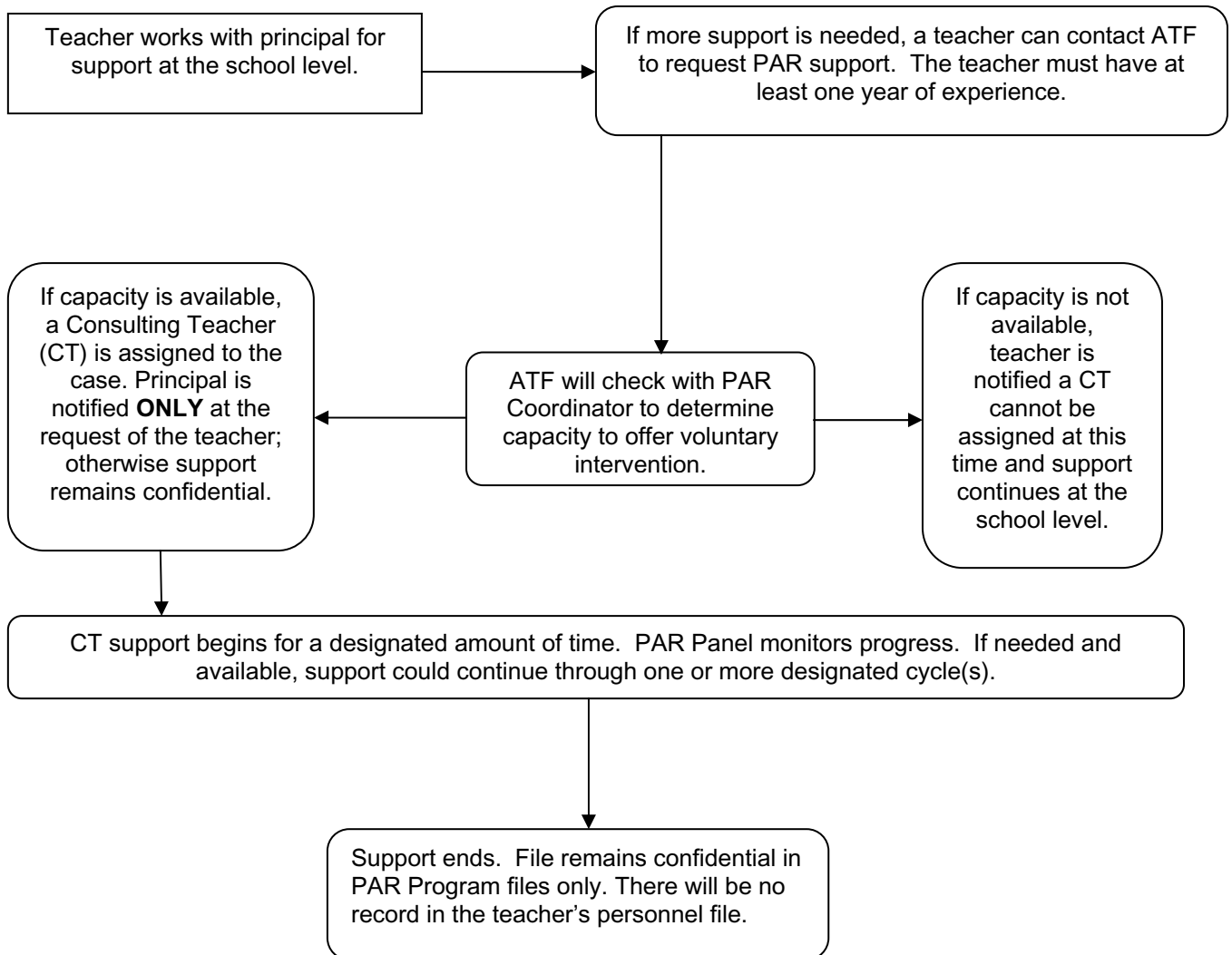
## APPENDIX I.2 PAR SUPPORT FLOW CHART

### IMPROVEMENT PLAN - PRIORITY 2



**APPENDIX I.3  
PAR SUPPORT FLOW CHART**

**VOLUNTARY - PRIORITY 3**



**APPENDIX J  
MEMORANDA OF UNDERSTANDING**

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**APPENDIX J.1  
MEMORANDUM OF UNDERSTANDING**

**PROFESSIONAL DEVELOPMENT/IN-SERVICE DAYS  
AND TEACHER PREPARATION DAY**

For school year 2009/10, the parties agree to a continuation of a pilot of three district-wide days of in-services and one day of teacher preparation. The goal of this pilot is to balance the needs of schools, teachers, parents and school district by calendaring in advance and developing specific professional development.

The District recognizes that time “banked” for in-services is actually preparation time given up by A-schedule employees. In recognition of this, a full day has been established as a day dedicated exclusively for uninterrupted teacher preparation for all A-schedule employees.

The Federation agrees to support the pilot by supporting the District’s requirement that A-schedule employees who use sick leave on two or more of the days included in this pilot be required to provide a physician’s statement excusing the employee upon the employee’s return to work.

This pilot was evaluated jointly by the District and the Federation before negotiations for the 2009/10 school year and the parties agreed to continue it for one final year.

The PD evaluation content and process will be jointly developed by the District and the Federation.

**2009/10 Pilot Calendar**

**Note: Information concerning the 184<sup>th</sup> day— School Professional Development**

The 183<sup>rd</sup> day for professional development (now the 184<sup>th</sup> day) will continue to be planned as per the Negotiated Agreement. This day may be planned as a whole day (6.5 hours) or divided 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.

**Teacher Preparation Day** – August 17, 2009 – Whole District  
July 21 – Year-round Multi-track – A,B,C,D tracks  
August 10 – E-track  
July 27 – Odate, Navajo, Mark Twain, Cochiti, Washington  
August 3 – Single-track (Eugene Field and Duranes)  
August 10 – Kirtland

**District Professional Development (Day One)** – August 18-whole district

**District Professional Development (Day Two)** – August 19-whole district

Note: Multi-track and single-track year-round schools follow the district schedule except for D track.

*D-track teachers may attend the PD that day if they choose to. Principals may offer a stipend rate of pay for those who are off track.*

(Note \*Parent teacher conferences for single-track year-round schools will be on Thursday, Oct. 9 so that teachers may attend the PD and still have five days for conferences. This is parent teacher conference week for single track-it is not for multi-track)

**School Professional Development (Day Three)** – Whole District, including multi- and single-track year-round Schools, January 4, 2010.

Note: C-track teachers may attend the PD that day if they choose to. Principals may offer a stipend rate of pay for those who are off track.

*For any teacher in a multi-track school who is off track and is unable to attend the PD in October or January, APS will provide make-up professional development and sub coverage.*

### **Content of District Professional Development Days**

The district-provided professional development includes:

- Differentiated according to teachers' content areas and specialties
- Active Learning sessions focused on
  - ✓ Strategies for incorporating non-fiction writing across the content
  - ✓ Using curriculum maps and AIMS in effective planning of instructional time.
  - ✓ Practice using the data coach model for continuous improvement
  - ✓ Developing effective strategies for differentiating instruction in each classroom

#### **K-5 Teachers (2-3 groups) (Publisher and APS Staff)**

*Differentiating instruction using core reading and math instruction*

*Using curriculum maps for instructional planning*

*Using the Progress Monitoring assessments with your core*

*Using SCA (Benchmark and Progress Monitoring) for parent conferences*

#### **6-8 Math Teachers (1 group) (Publisher and APS Staff)**

*Differentiating instruction in CMP*

*Meeting the educational needs of students not fully prepared for middle school math*

*Using Curriculum Maps for instructional planning*

*Using the Progress Monitoring assessments in CMP*

*Using SCA (Benchmark and Progress Monitoring) for parent conferences*

#### **6-8 All Teachers (except Math) (2 groups)**

*Differentiating instruction in the content areas*

*Meeting the educational needs of students not fully prepared for middle school*

*Using Curriculum Maps for instructional planning*

*Using the Progress Monitoring assessments*

*Using SCA (Benchmark and Progress Monitoring) for parent conferences*

#### **9-12<sup>th</sup> English/Language Arts Teachers (1 group) Publisher Led**

*Differentiating instruction using core reading instructional materials*

*Using curriculum maps for instructional planning*

*Using the Progress Monitoring assessments with your core*

*Using SCA (Benchmark and Progress Monitoring) for parent conferences*

#### **Algebra I teachers (Algebra Coaches)**

*Using Algebra Curriculum Maps for instructional planning*

*Differentiating instruction to meet the educational needs of students not fully prepared*

*Effective use of instructional time (teaching bell-to-bell and using writing in math)*

#### **9-12<sup>th</sup> Science and Social Studies Teachers (Vendor Led)**

*Project based learning lead by the Buck Institute*

*Effective use of instructional time (teaching bell-to-bell)*

#### **Special Education C & D Teachers (APS Staff)**

### ***Reading and / or Math Tier III interventions***

- Specialized professional development content will be provided for the following various role groups:

ACCESS Teachers	Librarians
Adaptive Physical Education Teachers	Licensed School Psychologists
Audiologists	Modern Classical Language Teachers
BIP Teachers	Nurses
Counselors	Occupational Therapists
Educational Diagnosticians	Physical Education Teachers
ESL Teachers	Physical Therapists
Fine Arts Teachers	Pre-school Special Education Teachers
IEP Teachers	Private School Title I Teachers
Head Special Education Teachers	Professional School, Family and Crossroads Counselors
Interim Alternative Setting Teachers	Resource Reading Special Education Teachers
Interpreters	Social Workers
ISP Teachers	Speech and Language Pathologists
Itinerant Teachers	Technology Teachers
JROTC Instructors	Transition Specialists

### **Part 3: Definition of Fidelity for Math PD**

During the math professional development, teachers will learn practical applications of their adopted math program with teacher peers from their grade level. Teachers will have the opportunity to acquire the knowledge necessary to use the math program with fidelity.

Fidelity refers to the intensity and accuracy with which core instruction and connected interventions are implemented. Using a program with fidelity means teaching all of the essential (research-based) components of a program and using professional judgment to differentiate in order to meet the needs of individual students. This may mean that teachers need to supplement with additional materials to reinforce the skills and concepts.

### **Trouble Shooting**

The District and the Federation have a mutual interest in ensuring that the professional development provided to teachers during the 2009-2010 school year is of high quality and is useful for the participants. In addition to the regular evaluation completed at the Professional Development (PD), participants will have the opportunity to address significant concerns that require timely attention. ATF and APS agree to the following process:

- If a participant at district-provided PD is concerned about the quality of the professional development experience, they may report their concern within one workweek by sending in a report of their concern to the ATF office.
- A form will be provided by ATF and APS.
- ATF: The form can be accessed on the ATF website, [www.atfunion.org](http://www.atfunion.org), and can be faxed to ATF at 266-1967 or sent through interschool mail to the ATF office, Attention: Ellen Bernstein.
- APS: The form can be accessed on the APS Teaching and Learning System (TLS) website, [www.aps.edu/aps/tls](http://www.aps.edu/aps/tls). The completed form can be sent to Jiny Duran Ginn.
- The form will contain:
  - Name:
  - School:
  - PD trainer:
- Reason(s) for the significant concern that cannot be addressed in the regular evaluation:
  - Suggested solution:

The information will be reviewed by APS and ATF. APS and ATF will work jointly to resolve the issue(s) before the next scheduled PD day.

**APPENDIX J.2  
MEMORANDUM OF UNDERSTANDING**

**WILSON READING AND OTHER PROFESSIONAL CREDENTIALS IN RELATION TO  
PROGRAM NEED AND THE IDENTIFICATION OF ADMINISTRATIVE TRANSFERS**

1. In that the District has an interest in having a Special Education person at each site trained in Wilson Reading, the Federation and the District agree:
  - a. In the event that there is a reduction in the Special Education teaching staff at a school, and the employee who is trained in Wilson Reading is the least senior person, then the case will be brought to a panel made up of one ATF person and one APS person.
  - b. The APS/ATF Panel will consider the needs of the school's Special Education students and the background and qualifications of the Special Education staff in a multi-sensory reading program.
2. In the event the District believes that a teacher's credential or level of training constitutes a program need not identified in Article 16. B. 7. of this agreement, the case will be addressed as in 1.a. and 1.b. above.

**APPENDIX J.3  
MEMORANDA OF UNDERSTANDING**

**DIFFERENTIALS**

**DIFFERENTIALS MEMORANDUM A**

The District and the Federation agree to jointly research ways to compensate teachers for attending evening school activities and provide compensation as funding becomes available.

**DIFFERENTIALS MEMORANDUM B**

The District and the Federation agree to work toward increasing the differential for High School and Middle School Academy or Team Leaders (currently \$3,520) as additional funding becomes available.

**APPENDIX J.4  
MEMORANDUM OF UNDERSTANDING**

**R1 AND R2 TASK FORCE**

ATF and APS agree to convene a joint APS/ATF task force to guide procedures for implementing Alternative Governance Plans. APS and ATF agree to explore the concept of differentiated Negotiated Agreements at R1 and R2 schools.

**APPENDIX J.5  
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.

**APPENDIX J.6**  
**MEMORANDUM OF UNDERSTANDING**

**APS/ATF SICK LEAVE CO-OP**

ATF and APS agree to establish, as a pilot program for school year 2009-2010, an absentee reduction plan to be known as the APS/ATF Sick Leave Co-Op. The intent of the program is to encourage improved teacher attendance and reduce the cost and disruption that occurs to the instructional program when the regular classroom teacher is absent. The program is open to participation by all members of the bargaining unit.

The district shall match any realized savings from the program up an amount of one million (1,000,000) dollars, to be taken from District cash reserves.

This plan shall involve sick leave only and is not intended to involve any other types of leave available. Eligible participants will "earn shares" in the realized savings in the substitute teacher line item as a result of an anticipated reduced usage. "Shares" will be paid out to eligible employees some time between October and December of the following school year. Those who retire or terminate employment after the final day of work in the program year or in the pay-out year shall receive their earned shares as well, at that time.

The value of a share shall be determined by adding the realized savings in the Substitute line item of the APS budget to the APS match. That total shall then be divided by the number of eligible shares to be awarded in the share pool.

Shares will be earned and awarded as follows for employee who were employed by the District on September 1 of the school year and worked through the final day of school:

- Band A - Individuals with 0 absences for the year will receive 3 shares.
- Band B - Individuals with 1-2 absences for the year will receive 2 shares.
- Band C - Individuals with 3-4 absences for the year will receive 1 share.

Determining the number of eligible shares in the share pool shall be done by:  
multiplying the number of people in "Band A" ( 0 absences) by 3;  
multiplying the number of people in "Band B" (1-2 absences) by 2;  
multiplying the number of people in "Band C" (3-4 absences) by 1.

The total number attained by adding those three bands up shall constitute the share pool.

Part time employees shall be awarded shares on a pro-rata basis; for example a .5 FTE employee in Band A shall receive 1.5 shares



**APPENDIX J.7**  
**MEMORANDUM OF UNDERSTANDING**

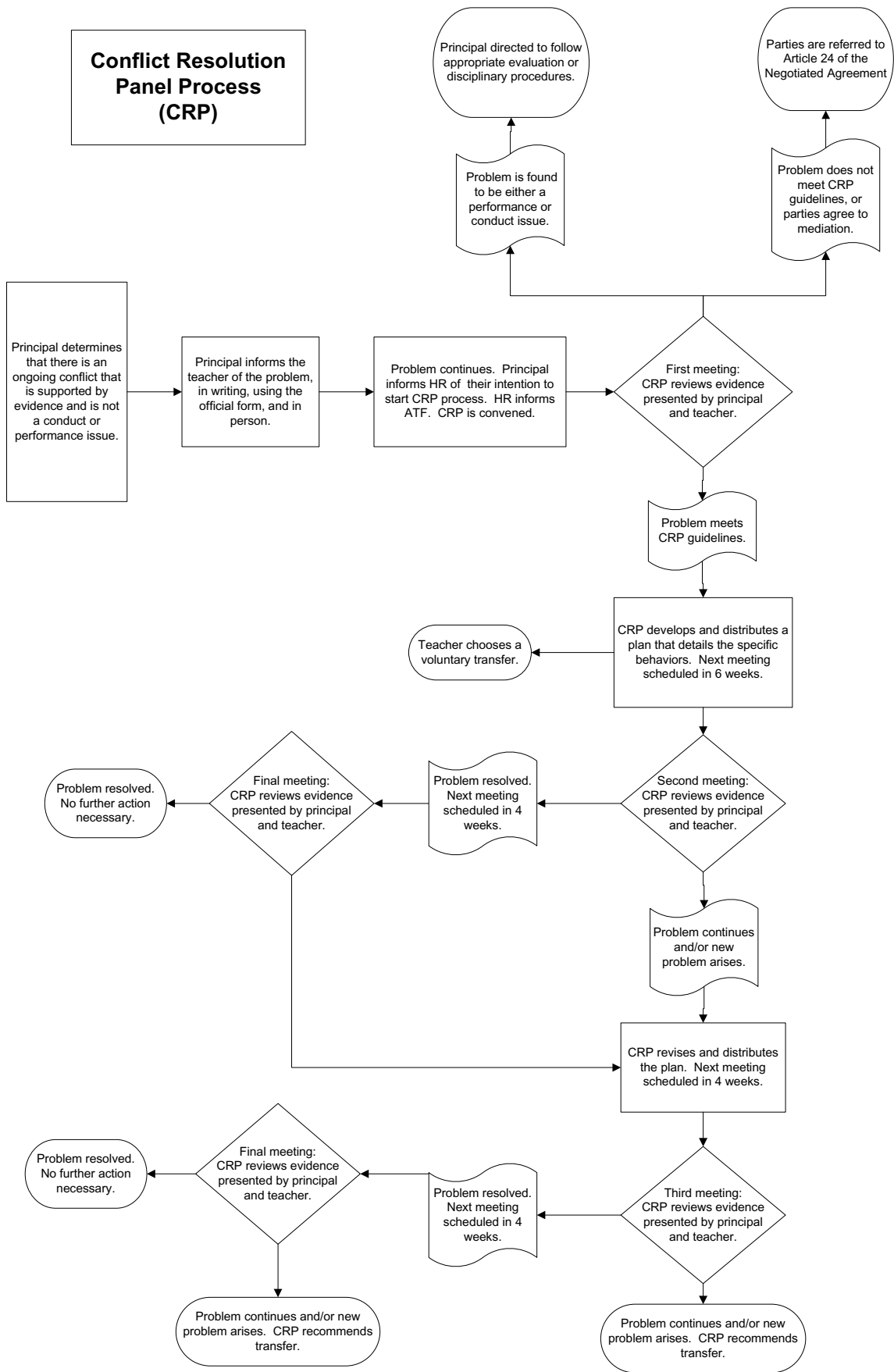
**INVOLUNTARY TRANSFERS**

- A. The parties have a mutual interest in establishing an involuntary transfer process that is fair and addresses concerns not related to teaching performance or issues related to conduct. The pilot process in this agreement shall be in effect for the 2009-2010 school year.
  - 1. The parties agree to evaluate the effectiveness of the process during contract negotiations for the 2010-2011 contract.
  - 2. The parties agree that the process included in this agreement will be used when determining whether or not a teacher can be involuntarily transferred from one school or site to another.
- B. As part of the process in this provision, the parties agree to establish a Conflict Resolution Process (CRP) panel that will determine whether or not a teacher can be involuntarily transferred.
  - 1. The panel(s) shall consist of one member from the district, one member from the federation, and, if one or both parties deem it necessary, one member from the Federal Mediation and Conciliation Service (FMCS).
  - 2. The panel participants will be specific to the level (elementary, mid and high school) of the school in which the teacher is assigned.
  - 3. The panel shall establish criteria for determining what constitutes a legitimate reason for a teacher to be involuntarily transferred.
- C. Involuntary Transfer Process
  - 1. If there is an ongoing conflict or other condition that exists between a teacher and his or her administrator(s) and/or colleague(s), it is the administrator's responsibility to determine if the concerns about a teacher are related to teaching performance that should be addressed through the evaluation procedure or conduct that should be subject to the district's progressive discipline policy.
  - 2. If the administration determines that the actions of the teacher or other conditions result in the teacher being incompatible with the administration or colleagues at the school, the administrator will notify the teacher of the specific reason(s) in writing why the administrator believes that the teacher should be considered for involuntary transfer. An official form used to notify teachers that they are being considered for involuntary transfer shall be created by HR and ATF.
  - 3. If, after being notified of the concerns, the behavior or condition stops or ceases to exist, the administrator will notify the teacher in writing that he or she is no longer being considered for involuntary transfer.
  - 4. If the behavior or condition continues to occur or exist, it is the responsibility of the administrator to initiate a formal process to determine if the teacher will be involuntarily transferred.
    - a. The administrator will notify the teacher in writing that the problem continues to exist.
    - b. The administrator will notify the Executive Director for Human Resources and the President of the Albuquerque Teachers Federation (ATF) that he or she wants to convene a meeting of the panel to determine whether or not the teacher will be considered for involuntary transfer
    - c. The panel shall convene and review the evidence presented by the administration and the teacher. Both the teacher and administrator can be assisted in the presentation of information by a representative or advisor of their choosing at this and any meeting of the panel throughout the entire process. If needed, Human Resources (HR) and ATF shall notify the representative from the FMCS that a determination has been requested.
  - 5. First Meeting
    - a. The panel will determine if the behavior or condition could warrant an involuntary transfer.
    - b. If the case does not meet the panel's criteria the panel shall notify the administrator and the teacher why and recommend action the administrator could consider to better address the concerns. These could include, but not be limited to, using the evaluation process to correct behavior or the district's progressive discipline process to address conduct issues. The panel

could also recommend that the teacher and administrator seek mediation services from the district's Employee Assistance Program.

- c. If the behavior or condition meets the criteria established by the panel, the panel will recommend a plan delineating specific behaviors and conditions that must change and establish a timeline for improvement that shall be no longer than six (6) weeks in duration.
  - d. The plan shall be provided to the teacher, the site administrator, HR and ATF.
  - e. At the end of the improvement timeline, the panel shall reconvene to hear of the progress or lack of progress made. If the teacher has met the conditions of the plan, the teacher shall be notified of the improvement and the expectation that the behaviors or conditions within the teacher's control become permanent. The panel will reconvene in four (4) weeks to hear evidence to determine if the behavior and conditions in the plan are still being met. If so, the teacher shall be notified he or she is no longer being considered for involuntary transfer.
6. Second Meeting for Teachers Still on Plan
    - a. If the teacher has not met the conditions of the plan, the panel will notify the teacher why it believes the conditions have not been met.
    - b. The panel may modify the initial plan.
    - c. The panel will reconvene in four (4) weeks to hear evidence concerning whether or not the plan has been met.
    - d. If, after hearing evidence presented by the administrator and teacher, the panel determines the conditions of the plan have been met, the teacher shall be notified s/he is notified that the behaviors and conditions within the teacher's control are expected to be permanent. A meeting will be scheduled no later than four (4) weeks after the second meeting to determine if the teacher will no longer be considered for involuntary transfer.
  7. Third Meeting for Teachers Still on Plan
    - a. If the conditions of the plan have not been met, the panel will notify the teacher and set a final meeting date no later than four (4) weeks from the second meeting to make a final determination concerning whether or not the teacher will be involuntarily transferred.
    - b. If the problem continues and/or new problems arise, then the panel may recommend an involuntary transfer.
- D. If, at any point during the process, the administrator wishes to remove the teacher from consideration for involuntary transfer s/he may do so.
  - E. Teachers may seek a voluntary transfer in accordance with Article 16, B. of the agreement at any time during the process.
  - F. If, while on the plan, new problems are identified, the behaviors or conditions related to the problems could be addressed by the panel.
  - G. If a teacher successfully meets the conditions of a plan but the problems identified in the plan by the panel arise at the same school site with the same administration, the teacher shall be notified of the problem and the administrator shall notify ATF and HR of the need to convene the panel. The panel shall determine if the behaviors and conditions are the same or similar to those that led to the panel placing the teacher in the process. If so, the panel shall convene a meeting to hear evidence and determine if the teacher should be transferred.

# Conflict Resolution Panel Process (CRP)



**APPENDIX J.8**  
**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 IDEA 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.

**APPENDIX J.9  
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 J.9). JROTC Instructor salaries shall not be reduced during the school year as a result of an increase in military retirement benefits.

**APPENDIX J.10  
MEMORANDUM OF UNDERSTANDING**

**COMPENSATION FOR INTENSIVE SUPPORT PROGRAM AND  
BEHAVIOR INTERVENTION PROGRAM TEACHERS**

For school year 2009/10, teachers who teach in Intensive Support Programs (ISP) and Behavior Intervention Programs (BIP) shall be paid five one-hundredths (.05) of the individual teacher's contracted salary. Compensation is being provided in recognition of preparation time and lunch periods that are lost due to the unique nature of these programs.

The parties agree that while compensation is being provided based on lost preparation time and lunch periods, the District shall continue to schedule preparation time and lunch periods for teachers and make every effort to continue to honor preparation time and lunch periods for ISP and BIP teachers.

The additional .05 compensation shall be the only compensation provided for any and all lost preparation periods or lunches during school year 2009/10.

In the event individual teachers or schools are experiencing a high number of incidents involving lost preparation time and lunch periods, the parties agree to address each individual situation with teachers and schools involved.

Those who are actually contracted to teach during their preparation period shall be paid two-tenths (.2) of their contracted salary under Article 6, A.7.a. of the agreement, but shall not receive an additional .05 compensation.

**APPENDIX J.11  
MEMORANDUM OF UNDERSTANDING**

**1% ONE-TIME LUMP SUM PAYMANT**

On November 24, 2009, the Albuquerque Public Schools will make a one time, nonrecurring payment, equivalent to 1% of the employee's annualized base wages or salary. The employees will be responsible for completing the following tasks by November 24, 2009 in order to be eligible for the onetime payment.

The employee must complete the equivalent of one duty day of work set forth below.

Teachers (all employees represented by the Albuquerque Teachers Federation) – Self-directed Professional Development related to the content area in which they teach or provide professional services.

Educational Assistants – Self-directed Professional Development related to the content area they support.

Site Administrators – Self-direct Professional Development related to their administrative duties.

Secretarial/Clerical – Self-directed Professional Development related to their office duties.

Custodial, School Police, and Food Services – Completion of the Blood Borne Pathogen Training, which is available online.

Non-School Based Employees not covered by a Collective Bargaining Agreement – Completion of Sexual Harassment Training, which is available online.

The employee will affirm the completion of the task by signing off on a staff roster form provided for that purpose. The completion of the online course work can be verified electronically.

**APPENDIX J.12  
MEMORANDUM OF UNDERSTANDING**

**JOINT TASK FORCE ON DISTRICT SCHEDULES**

APS and ATF agree to create a Task Force consisting of three teachers and three principals, one ATF staff representative and one District administrator to make recommendations for schedules for the 2010-2011 school year. The work of the task force will begin in August 2009 to be completed by November 2009. The task force shall focus on the following three areas of concern:

1. Elementary Wednesday afternoons
2. Advisories
3. Secondary Testing

**APPENDIX J.13**  
**MEMORANDUM OF UNDERSTANDING**

**VOLUNTARY TRANSFER OF A FULL-TERM EMPLOYEE INTO A SHORT-TERM POSITION**

Full-term teachers may be offered and may accept a teaching position that has been identified as a short term position; however, they shall do so with the understanding that if that position is no longer available at the conclusion of the term of that position, then they will be placed on the must hire list for reassignment into a position for which they are qualified elsewhere in the District. (Employees who work at a traditional calendar school cannot take a short position at an alternative calendar school and alternative calendar school employees cannot take a short term position at a traditional calendar school.) They shall do so with the further understanding that they are waiving any rights to remain in the short-term assignment and/or at the location site regardless of their seniority or qualifications, beyond the stated length of the short-term assignment which shall be for the remainder of the school year. These employees are free to pursue a voluntary transfer to another assignment prior to their being placed from the Must-Hire list.

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**Waiver of Rights of Full-term Teachers Accepting Transfer into a Short-term Position**

I \_\_\_\_\_ accept temporary assignment as a voluntary transfer to the short-term  
(name of employee)  
position of \_\_\_\_\_ at \_\_\_\_\_ with the understanding that the  
(position description) (location)  
duration of the assignment shall be until \_\_\_\_\_. I understand that following the  
(date assignment concludes)  
conclusion of the assignment, I will be subject to placement on the must-hire list for assignment to  
another position and that I am free to exercise my right to seek a voluntary transfer at that time.

\_\_\_\_\_  
Signature of employee accepting short-term position

\_\_\_\_\_  
Date



**APPENDIX J.14  
MEMORANDUM OF UNDERSTANDING**

**NEW HIRE PLACEMENT WITHOUT CREDENTIALS**

Newly hired employees will be placed at the appropriate level which reflects the credentials that they presented at the time of hire. Their level placement will change only if the employee provides additional credentials which will qualify them for additional compensation at a higher level within three months from their date of hire. The new step and/or level will be paid retroactively to the start of the school year.

**APPENDIX J.15  
MEMORANDUM OF UNDERSTANDING**

**PLACEMENT ON CAREER PATHWAY SYSTEM AND TEACHER SALARY SCHEDULE FOR  
INDIVIDUALS MOVING BETWEEN JOB CATEGORIES**

With the establishment of a Career Pathway System (CPS) in addition to existing salary matrices, the parties agree to the following guidelines to govern employee placement on the applicable pay system as a result of movement from one job category to another. These guidelines pertain only to those moving from a teacher salary matrix to a career pathway or from a career pathway to a teacher salary matrix. *(Please see Article 10, page 39 of the Negotiated Agreement for complete contract language)*

**General Placement When Moving Between Compensation Systems**

Placement in the CPS will be based on verified years of experience and credentials. Written verification of previous experience is required before any movement to a higher level or higher step may occur.

**Career Pathway System to Three-Tiered System**

A licensed employee moving from the Career Pathway into the Three-Tiered Licensure System and onto one of the three teacher salary schedules will be placed on the appropriate schedule in accordance with state statute. Individuals considering movement should check with the PED Licensure Unit to determine Licensure Level eligibility prior to exiting the Career Pathway.

**Three-Tiered System to Career Pathway System**

Teachers moving over to the CPS may take all years of step experience for placement in the CPS at Level 1.

**New Hire Placement in the Career Pathway System**

Placement will be based on directly related experience within the same discipline. For example, if the employee has six completed years of related experience and the appropriate credentials, they will be placed at Level 3, step 7. If the employee has three completed years, they will be placed at Level 2, Step 4. If the employee has fewer than three years of directly related experience they will be placed at Level 1 and the step will correspond with their completed years in that field. The CPS language states, "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.

New hires will be placed at their appropriate level and step according to their credentials and experience. Movement to the next CPS level is contingent upon completion of at least three years at the current level of placement and successful completion of a required portfolio.

**Portfolio Requirement**

An employee must successfully complete the entire portfolio process in order to be eligible for movement to the next Level within the Career Pathway system. If the employee does not pass the entire portfolio, the

successfully completed section(s) may be banked for resubmission at the time of the next portfolio submission window.

Compensation changes resulting from a change in level shall only occur if the request for movement is submitted prior to September 15.

### **Movement between employee job groups**

1. Teacher moving to a Counselor position  
A teacher new to a counseling position will be placed on the Career Pathway Level 1. Step placement shall correspond with teaching years. Teachers who were working on their counselor's credential prior to the full implementation of the CPS (SY 2006-2007) will be placed at their current (teacher) pay level in the CPS. Only those teachers completing their counselor's degree by May, 2009 can benefit from this extension.
2. Speech Pathologist moving to a teaching position  
Experience as an ALS shall count only for step placement on the SLP pay schedule. Experience as an ALS may not be used for step placement on any other schedule.
3. Nursing Credential Required for Movement to Level 3 of the CPS  
Starting in School Year 2008-09, National Board Certification for School Nurses will no longer be used in lieu of an MA degree for the purpose of advancement to Level 3 of the CPS. The last dates in which the national certification will count toward movement to Level 3 will be during the May 15-June 16, 2008 submission period.

## **APPENDIX J.16 MEMORANDUM OF UNDERSTANDING**

### **JOINT TASK FORCE - SPECIAL EDUCATION TEACHER PREPARATION TIME**

The Federation and District shall establish a joint task force to evaluate how existing contract language concerning teacher preparation time is or is not meeting the contractual rights of special education teachers. The Federation and District shall each appoint four members to the task force. The task force will study:

1. The amount of time and frequency of preparation time elementary school special education teachers are receiving when their classes are scheduled to be receiving physical education instruction or other instruction (by a licensed staff member) considered as preparation time at the school site.
2. The amount of time and frequency of preparation time all secondary school special education teachers are receiving and, in particular, the amount of time and frequency of preparation time those teachers serving in intensive support, behavior intervention and emotionally disturbed programs are receiving.
3. The impact on the quality of instruction provided ISP, BIP and ED students when their teacher has preparation time
4. Other issues related to preparation time not yet considered by the negotiating teams.

Based on its findings and expertise, the task force will make recommendations to the Federation and District upon completion of its work. The recommendations will be provided to the President of the Federation and the District's Executive Director of Human Resources, who will then determine whether the recommendations will be addressed by the Contract Administration Committee, Living Contract Committees or at future negotiations.

## APPENDIX K

### THE ATF CODE OF PROFESSIONAL RESPONSIBILITIES FOR TEACHERS

The 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

### 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 29. 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.

#### **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.

#### **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 M  
ATF DUES CHECK OFF FORM**

**ALBUQUERQUE TEACHERS FEDERATION  
MEMBERSHIP APPLICATION**

530 JEFFERSON ST NE • ALBUQUERQUE, NEW MEXICO 87108 • 505.262.2657 • 505.266.1967 (fax)



**Applicant Information**

LAST NAME	FIRST	MIDDLE INITIAL
ADDRESS		
CITY	STATE	ZIP CODE
		HOME PHONE
CURRENT SCHOOL OR LOCATION ASSIGNMENT		EMPLOYEE NUMBER
JOB DESCRIPTION (TEACHER, LIBRARIAN, COUNSELOR, ETC.)		SOCIAL SECURITY #
REGISTERED TO VOTE Y / N		EMAIL ADDRESS
SIGNATURE TO JOIN ATF		DATE

I hereby authorize APS to deduct from the compensation due me one (1) deduction per pay period representing Federation membership dues in the amount certified to the APS Board, in writing, by the Albuquerque Teachers Federation and remit to the ATF. Payroll deductions will continue unless revoked in writing by me to ATF and APS payroll office not later than 30 days prior to the effective date of revocation. The APS Board assumes no responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the ATF. Membership in ATF will discontinue for those employees going on extended leave of absence. Those returning from such leave must re-enroll to re-establish membership.

*Dues paid to a professional organization may be deductible for Federal Income Tax purposes. Visit [www.irs.gov](http://www.irs.gov) or see your tax preparation professional for more information.*

SIGN TO AUTHORIZE PAYROLL DEDUCTION \_\_\_\_\_ DATE \_\_\_\_\_

**ATF DUES PER PAY PERIOD**

(Check appropriate box)

**Quarter Dues**  \$ \_\_\_\_\_

(Salary Step 1 or working a contract of less than .5)

**Half Dues**  \$ \_\_\_\_\_

(Salary Step 2 or working between a .5 and .9 contract)

**Full Dues**  \$ \_\_\_\_\_

(Full-time employees on Salary step 3 or above)

*Dues listed above are effective August 2009 for 09-10 school year.*

**Voluntary COPE Contribution**

*I want to contribute the following amount each pay period, in addition to my ATF membership dues, to the ATF Committee on Political Education.*

\$1.00

\$2.00

\$ \_\_\_\_\_

**Total Deductions**

*Per Pay Period*

**ATF Membership Dues  
plus any voluntary  
COPE Contribution**

\$ \_\_\_\_\_

**COMMITTEE ON POLITICAL EDUCATION (COPE)**

**Voluntary Additional Contribution**

I hereby authorize APS to deduct from my salary the amount designated to the right, each pay period, and forward that amount to the Albuquerque Teachers Federation Committee on Political Education (COPE).

This authorization is signed freely and voluntarily and not out of fear of reprisal and I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by ATF-COPE to make political contributions. ATF-COPE may engage in joint fund-raising efforts with the AFL-CIO.

This voluntary authorization may be revoked at any time by notifying the Albuquerque Teachers Federation Committee on Political Education (COPE) in writing of the desire to do so.

*Contributions or gifts to ATF-COPE are not deductible as charitable contributions for Federal Income Tax purposes.*

SIGN TO AUTHORIZE COPE DEDUCTION \_\_\_\_\_ DATE \_\_\_\_\_

Recruited by \_\_\_\_\_

To join ATF, complete the Membership Application form above and return it to the address on the card, or through interschool mail to the ATF office.