

# ALBUQUERQUE TEACHER FEDERATION

## Addendum 2018-2019

### All agreed to language

- Strike through = deleted language
- Underline = added language

*This new language provides for continuity in employment in programs funded from outside the APS operational budget.*

### Article 5, CONDITIONS OF PROFESSIONAL SERVICE

#### A. Employment

8. A short-term teacher shall be defined as a teacher who accepts employment after 9:00 am on the reporting day for students, a teacher replacing another teacher in their first year of leave, a teacher hired for a position which has a time limitation of one year because of a source of funding other than the APS operational budget, a change in District, state or federal curriculum/program requirements which necessitate a one year teaching position, and a teacher who does not hold a valid New Mexico teacher's license at the time of employment.

- a. For the purpose of this provision, "accept" shall mean the date and time the teacher was offered and accepted either verbally or electronically, a District teaching position by an authorized Department of Human Resources representative.
- b. A teacher who is short-term due to not holding a valid New Mexico teacher's license at the time of employment shall be reemployed by the District if he or she performs satisfactorily and presents a valid New Mexico teaching license or approved plan for completion of licensure requirements to the Department of Human Resources by May 1. If the requirements are not met by August 1, the teacher shall not be considered for reemployment.
- c. A teacher who is short-term due to being in a position funded by a source other than the APS operational budget shall be reemployed by the District (with satisfactory performance) provided the funding is continued.
- d. 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.

*This change in language reduces the number of work days for educational diagnosticians, school psychologists, and transition specialists.*

### Article 5, CONDITIONS OF PROFESSIONAL SERVICE

#### B. School Year

1. For employees on the AT-1, AT-2 and AT-3 salary matrices, the work year shall consist of one hundred eighty-four (184) workdays. For employees on the A-2 salary matrix, the work year shall consist of one hundred eighty-four (184) workdays. For employees on the A-3 and A-4 salary matrices, the work year shall consist of one hundred and ninety-four (194) ~~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.

*Many attend numerous events throughout the year after their duty day; this allows administrators the ability to require one additional night.*

**Article 5, CONDITIONS OF PROFESSIONAL SERVICE**

**B. Duty Day**

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 up to 2 (two) evening activities, such as but not limited to, open house, or curriculum night or graduation. Any attendance beyond ~~one (1)~~ two (2) ~~open house or one (1) curriculum night activities~~ per year shall be considered voluntary. If the employee is required to be in attendance at more than ~~one~~ 2 (two) evening events, 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.

*This language clarifies what obligations individuals have concerning lesson plans while on extended leave and when they transfer.*

**Article 5, CONDITIONS OF PROFESSIONAL SERVICE**

**H. Teacher Absence/Substitutes**

8. The District shall make every effort to provide a certified substitute teacher when necessary during the absence of a teacher.
9. 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.
10. 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.
- ~~11. 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.~~

When absent ten (10) consecutive days or fewer, teachers shall provide lesson plans, instruction and classroom management information for substitute teachers.

- a. Lesson plans are required for all categories of extended leave and when leaving a position vacant due to transfers.
- b. Substitutes shall be responsible for carrying out the lesson plans and instruction provided by the absent teacher and shall exercise proper classroom management.

*This addition of language takes the place of the former MOU (Appendix K) and clarifies communication responsibilities with parents and that final grades will be due at noon on the last day of school.*

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

### **C. Report to Parents or Guardians**

7. Teachers are responsible for evaluating student 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.
  - a. Teachers are responsible for maintaining ongoing communication with the parents or guardians of their students.
  - b. Teachers communicate through some or all of the following ways:
    - 1.) Newsletters
    - 2.) Phone conversations
    - 3.) Individual notes
    - 4.) Weekly reports
    - 5.) Student contracts
    - 6.) Daily feedback about a student's work through grades and comments
    - 7.) Conferences
    - 8.) Report cards
    - 9.) Parent Vue
8. 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.
9. Teachers who must complete data entry for grades on the Student Information System (SIS) 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. Grades must be submitted by noon on the last day of the contract year.
  - a. Teachers shall complete data entry for grades on the Student Information System (SIS) on the last reporting day for teachers unless they have made arrangements with the school administration to complete the data entry at a later date.
  - b. High School teachers will have a minimum of twenty-four (24) hours between administering the senior final and the submission of senior grades.
10. If a high school teacher anticipates that any student is failing at semester he/she will be required to provide a list of all students who are at risk of failing a class one week prior to winter break so that the student(s) may be scheduled appropriately. The list is non-binding and intended for planning purposes only.

*This language allows staff to move to other role groups without penalty in their salary if they follow the agreed-upon process.*

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

### **E. Salaries**

5. Effective July 1, 2006, licensed employees who change job classifications and salary matrices 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 matrix 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 matrix for all in-district counseling experience.~~
  - b. ~~Educational Diagnosticians, Transition Specialists, and School Psychologists shall receive credit for all in-district experience and any out of district experience.~~
  - c. Teachers advancing to a different salary matrix because of a change in licensure level will carry all years of experience to the new matrix.
  - d. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the employee.
6. The District and Federation agree that the opportunity to move to a new educational role and remain in APS benefits both the employer and the employee. In order to support internal role transfers, we agree to the following starting in the 2018-2019 school year:
  - a. Career Pathway System (CPS) to New Mexico 3-Tiered Teacher Licensure System.
    - 1.) Support and Related Services Personnel (S&RSP) employees currently on the APS CPS in any of the below role groups who are qualified and interested in moving to the New Mexico 3-Tiered Teacher Licensure System may do so without reduction in current compensation level.
      - a.) Counselor
      - b.) Social worker
      - c.) Nurse
      - d.) Interpreter
      - e.) Speech and Language Pathologist
      - f.) Occupational Therapist
      - g.) Physical Therapist
      - h.) Audiologist
      - i.) Orientation and Mobility Specialist
      - j.) Athletic Trainers
    - 2.) Although the employee's current salary will be held harmless, S&RSP employees new to teaching will be responsible for all the terms and conditions of Level 1 in the New Mexico 3-Tiered Licensure system.
  - b. New Mexico 3-Tiered Teacher Licensure System to Career Pathway System
    - 1.) Teachers who are qualified and interested in moving to the Career Pathway System in any of the roles listed below may do so without reduction in current compensation level.
      - a.) Counselors
      - b.) Social workers
      - c.) Nurses
      - d.) Interpreters
      - e.) Speech and Language Pathologists
      - f.) Occupational Therapists
      - g.) Physical Therapists
      - h.) Audiologists
      - i.) Orientation and Mobility Specialists
      - j.) Athletic Trainers

- c. Although the employee’s current salary will be held harmless, a teacher new to an S&RSP role group will be responsible for all the terms and conditions of Level 1 on the Career Pathway System.
- d. Past role groups move
  - 1.) APS employees who moved to a new role group in previous years and who experienced a reduction in compensation may self-report to [act@atfunion.org](mailto:act@atfunion.org) with “Self-Reporting” in the topic line for a one-time correction in pay.
    - a.) The employee who self-reports will be responsible for presenting all relevant documents necessary for proof of prior experience and past compensation level.
    - b.) A list of required documents will be created by APS and disseminated by ATF no later than August 6, 2018.
  - 2.) The opportunity to self-report for current APS employees will be limited to one (1) calendar years starting August 6, 2018 and ending August 5, 2019.
  - 3.) This limited opportunity also applies to APS employees who moved from a teacher or CPS position on a 184-day contract year to a Diagnostician, School Psychologist or Transition specialists 208-day contract year.

*This language clarifies compensation levels for individuals who do not require a Bachelor’s degree as a condition of employment.*

**ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES**

A. Salaries

7. Compensation

- j. ~~A teacher who is not licensed shall be compensated at ninety (90) percent of the appropriate column of salary matrix AT-1. Experience for teachers who are not licensed shall be counted in the same manner as for teachers who are licensed. Starting in the 2017-2018 school year Certified Occupational Therapist Assistants (COTA’s) and Physical Therapy Assistants (PTA’s) will be covered by this provision.~~

Employees who do not possess a Bachelor’s Degree will be compensated at ninety (90) percent of the appropriate column of salary matrix AT-1. Experience for these employees shall be counted in the same manner as for teachers who are licensed. Positions covered under this provision include, but are not limited to, BSN nurses and Certified Occupational Therapist Assistants (COTA’s) and Physical Therapy Assistants (PTA’s).

*This language increases the amount paid to educational diagnosticians, school psychologists, transition specialists and SLPs for off-contract testing. The language clarifies the pay for OTs/PTs and revises the amount for “no-shows” for all.*

**ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES**

A. Salaries

7. Compensation

- k. Evaluations outside the work year

~~An educational diagnostician or school psychologist performing evaluations outside of the school work year shall be paid at the following rate: \$300.00 per evaluation, \$365.00 per bilingual evaluation and \$35.00 per no show.~~

↳ An educational diagnostician or school psychologist performing evaluations outside of the school work year shall be paid at the following rate: \$700.00 per evaluation, \$765.00 per bilingual evaluation and \$35.00 per no show.

- 2) A Speech Language Pathologist performing speech (with artic) only or language only evaluations will be paid \$325.00 per evaluation, \$425 per speech and language evaluation; and a total of an additional \$100 for extra tests including the ADOS, bilingual and ECE tests.
- 3) Occupational Therapists, Physical Therapists and Audiologist performing evaluations outside of the school work year shall be paid 1.5 times the employee's hourly rate per evaluation.
- 4) \$40.00 for all role groups per no show.

*This new language creates a process for counselors to receive up to a .2 extended contract when filling in for an open position.*

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

### A. Salaries

#### 7. Compensation

**(NEW)**

m. In the event that duties which are the primary responsibility of licensed counselors exceed the existing full-time equivalency of licensed counselors at their work site, the following processes shall be obliged.

1.) Counselor(s) at the work site shall formally notify the director of counseling services and their immediate work site supervisor of the need for an additional licensed counselor to fulfill the primary responsibilities of a licensed counselor.

2.) If a need for additional counseling services go beyond the existing full-time equivalency at the work site is identified, the director of counseling services may either provide licensed counseling substitute coverage or divide the full-time equivalency needs by a minimum of one tenth of a full-time equivalency (.1 FTE) in the form of an extended contract. Counselors must remain on site for the extended time.

3.) If an extended contract is offered, the duties and compensation must be mutually agreed upon between the licensed counselor and director of counseling services before extended contract services are provided and compensation for the extended contract is accrued for the duration of the vacancy.

4.) If an exigent circumstance arises and counseling services are provided before the aforementioned process commences, the counselor(s) at the work site shall notify their immediate supervisor and the director of counseling services of the emergency service(s) provided as soon as possible. If the emergency needs and service(s) are verified by the work site supervisor, compensation shall be provided to the licensed school counselor providing the duties at their individual hourly rate of pay.

5.) If the emergency services persist more than ten (10) working days in duration, item numbers 1 through 3 shall be obliged respectively.

*Added the Ed.S.as a credential equal to MA+45.*

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

### A. Salaries

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's 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 or JD or Ed.S.

*This new language gives an additional differential to smaller middle schools that received only 4 in the past.*

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

F. 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.

### 5. 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 comprehensive high schools and all APS schools of choice shall receive a differential according to the following:
  - 1.) 1-5 teachers on teams - \$1,500.
  - 2.) 6-15 teachers on teams - \$1,751.
  - 3.) 16 or more teachers on teams - \$1,929.
- c. Middle School Department Heads:
  - 1.) Each middle school will receive five (5) differentials
  - 2.) ~~Student enrollment 800 or less - Four (4) differentials~~
  - 3.) ~~Student enrollment over 800 - Five (5) differentials.~~
  - 4.) Each person so designated shall receive a differential of \$1,629.
  - 5.) 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.

*This adds a marching band differential to cover the actual duties and responsibilities that are associated with being a band director and marching band director while increasing the differential for orchestra directors.*

**ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES**

**F. Responsibility Differentials**

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

- a. Dance/ Drill Team ..... \$3,585
- b. Speech Director ..... \$2,878
- c. Speech Assistant Director ..... \$1,964
- d. Drama Director ..... \$2,933
- e. Drama Assistant Director \* ..... \$2,042
- f. Band Director..... ~~\$4,500~~ \$2,500
- g. Marching Band ..... \$2,000
- h. Band Assistant Director \* ..... \$2,521
- i. Orchestra Director ..... ~~\$1,621~~ \$2,500
- j. Chorus Director ..... \$3,480
- k. Chorus Assistant Director \* ..... \$2,521
- l. Annual ..... \$2,196
- m. Newspaper ..... \$1,621
- n. Varsity Cheer Coach..... \$4,500
- o. Junior Varsity Cheer Coach..... \$3,200

\*Not a District-funded position

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

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

7. Middle schools will be provided additional activity differentials to be determined by the principal, compensation shall be \$1,306 for each activity except band, orchestra and chorus which shall be \$1,551 as follows:

- a. Student enrollment 600 or less - Seven (7) differentials.
- b. Student enrollment over 600 - Eight (8) differentials.
- c. Schools having band, orchestra and chorus programs shall provide the full differential for those activities ~~as described in the Instructional Procedural Directive~~ over and above the differentials based on student enrollment.

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.

*This article clarifies that ATF Federation Representatives are allowed to receive differentials for their work serving on instructional councils.*

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

I. In the event that differentials are provided for positions on the school's Instruction Council, the Federation Representative position will be eligible

*No substantive changes-the article has been reordered for clarity.*

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

*The elimination of this language allows support and related service personnel to receive out-of-district experience when returning to the district.*

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

**E. Reciprocity**

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

*This new language allows social workers access to differentials, provides a TESOL/Bilingual credential differential for SLPs and tightens up the process for all eligible role groups.*

**Article 11, SPECIAL EDUCATION**

**A. Remuneration and Professional Services**

**1. Differentials**

**a. Employees paid on the A-2 salary matrix and Social Workers:**

- 1) Shall be reimbursed up to \$200 a year for professional association fees.
- 2) Shall be reimbursed up to \$200 for licensure fees.
- 3) Shall be reimbursed up to \$500 per year for professional development/CEU's.
- 4) Differential pay in the amount of \$1,300 shall be offered to the following A-2 employees servicing students in the following District Programs:
  - a) Intensive Global Support 1 (IGS1)
  - b) Intensive Global Support 2 (IGS2)
  - c) Social Communication Support (SCS1 or SCS2 or SCS3)
  - d) Social Emotional Support 1 (SES1)
  - e) Social Emotional Support 2 (SES2).
    - 1) Teachers must submit the Differential Eligibility Form for the occasional loss of lunch and prep due to servicing students in the above programs.

- 5) A credential differential of \$1000 shall be paid for additional relevant professional certifications and endorsements.
  - a) An agreed upon list of current and applicable credential differentials will be co-created and distributed by the district and the Federation within the first month of each school year.
- b. Speech and Language Pathologists (SLP) and SLP Evaluators who possess a current Bilingual and/or ESL endorsement shall receive a differential of \$500 effective the beginning of the school year.
  - 1) Credential Compensation for Speech and Language Therapists (SLP) and SLP Evaluators
    - a) Additional \$2,500.00 for providing TESOL endorsement only.
    - b) Additional \$3,000.00 for providing Bilingual endorsement only.
    - c) Additional \$3,500.00 for providing both TESOL and Bilingual endorsements.
  - 2) Every effort shall be made to include A-2 employees in IEP's.

*Eliminates language for an alternate observer from the PED (the PED cannot be relied on to conduct observations any longer) but allows an alternate observer from the District to conduct a formal observation.*

### **Article 13, EVALUATION PROCEDURES**

- A. Teacher evaluation serves multiple purposes. This includes improving the overall quality of the teacher workforce by identifying and building on individual strengths, identifying quality instructional practices that improve student learning, providing support and feedback to teachers and ensuring valid employment decisions. Both principals and teachers have roles and responsibilities within the evaluation process.
  1. Evaluation of teachers shall be performed by the school principal, assistant principal or site supervisor.
  2. The school principal(s) and the district administrator responsible for the role group shall collaborate on the evaluations of transition specialists, counselors, and nurses. The Special Education Instructional Managers shall evaluate Educational Diagnosticians.
  3. Principals may be assisted in their evaluation by other District administrators.
  4. 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 the PDP will be shared with the teacher within forty (40) workdays after the beginning of the school year.
  3. Teachers will be observed whenever there is a concern regarding performance.
  4. Teachers may request to be observed at any time.
- C. Observation 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 a scheduled observation, the teacher may request that the administrator return at another time. If the request cannot be honored, the teacher may place a statement to that effect with the observation form.
    - a. Teachers have the right to request an alternative observer from the ~~New Mexico Public Education Department~~ District for 1 of the 2 formal observations. The request for an alternative observer shall not be unreasonably denied.

*Specifies work responsibilities and duties for online, blended education and adjunct teachers.*

**Article 16, 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 77.*

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.
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. The waived class sizes can be found in Appendix B.
  - a. Condition 1 - The state may waive the individual school class load requirements (*see Appendix B page 77*) as established in provisions of state statute. Waivers shall be applied for annually and a waiver shall not be granted for more than two consecutive years. Waivers may only be granted if a school district demonstrates that:
    - 1.) no portable classrooms are available;
    - 2.) no other available sources of funding exist to meet its need for additional classrooms;
    - 3.) the school district is planning alternatives to increase building capacity for implementation within one year; and
    - 4.) the parents of all children affected by the waiver have been notified in writing
      - a.) of the statutory class load requirements;
      - b.) that the school district has made a decision to deviate from these class load requirements;
      - c.) of the school district plan to achieve compliance with the class load requirements.
  - b. Condition 2 - The Public Education Department (PED) may waive the individual class load and teaching load requirements established in state statute upon demonstration of a viable alternative curricular plan (i.e. Block Scheduling) and a finding by the PED that the plan is in the best interest of the school district and that, on an annual basis, the plan has been presented to and is supported by the affected teaching staff. The PED shall evaluate the impact of each alternative curricular plan annually.
3. Teachers not in support of an alternative curricular plan may choose not to waive the statutory class load/teaching load limits by not signing a waiver.

**D. Block Scheduling**

1. When block scheduling results in the number of students seen by any teacher in a given day exceeds 160, written consent of the teacher(s) affected must be obtained in the form of a signed waiver by the affected teacher(s) which then must be submitted to the PED for approval.
2. Schools on block scheduling should:
  - a. do so with the intent of improving instruction, student achievement, student attendance, and student safety as well as increasing opportunities available for students such as dual enrollment and access to additional electives;
  - b. consider the importance of prior and ongoing professional development opportunities designed to provide staff with the appropriate training to implement block scheduling as well as adjusting planning and preparation strategies for the resulting longer class periods;

- c. staff in a manner which will result in an adherence to the maximum class load of 160 students seen in any given week by any individual teacher except for required English classes which are limited to 150 students per day/30 per class in grades 9-12 and 135 students per day/27 per class in grades 6-8.

E. Online, Blended and Adjunct Teachers

1. Integration teachers

- a. A full-time integration teacher will have an online class load of no more than 177 active enrolled students.
- b. A full-time integration teacher will also monitor a Lab at a high school during lunch, 5th, 6th, and 7th periods.

2. BlendED teachers

- a. A full-time BlendED teacher will have an online class load of no more than 177 active enrolled students.
- b. BlendED teachers teach one (1) face-to-face class two (2) times per week.
- c. Monitor labs and help sessions at eCademy for full time students.

3. Adjunct teachers (.2)

- a. Adjunct teachers have a .2 case load of no more than 60 students.
- b. A .2 adjunct contract is available to all full-time staff based on student enrollment.

*Specifies terms of annual leave for JROTC instructors.*

**Article 18, LEAVES**

N. JROTC Use of Annual Leave Guidelines

1. JROTC Instructors may use up to thirty (30) days of annual leave within one (1) calendar year.
2. It is preferred that annual leave is used during the summer months when school is not in session.
3. No more than five (5) consecutive work days may be used when school is in session.
4. A representative of the ATF and the APS JROTC district director will review extenuating circumstances.

**APPENDIX A 2018-2019 SALARY MATRICES AND CAREER PATHWAYS**

The APS/ATF agreement on salaries includes raises which are more than what the New Mexico Legislature appropriated. In addition, Support & Related Services Providers received raises commensurate to those of teachers, despite the fact that the Legislature appropriated less money for counselors, social workers, diagnosticians, OT's, PT's, SLP's and nurses.

**All employees covered under the ATF Negotiated Agreement will see a raise of at least 3%.**

How to calculate your percentage raise:

Go to [ATFunion.org](http://ATFunion.org). Click on the story, "APS & ATF Reach Salary Agreement for 2018-2019." Click on the appropriate 2018-2019 Salary Matrix for your licensure level/role group to determine your new rate of pay:

Level 1- Teacher, Librarian, Nurses, Counselors, Social Worker, Interpreters Matrix

Level 2- Teacher, Librarians, Nurses, Counselors, Social Worker, Interpreters Matrix

Level 3- Teacher, Librarians, Nurses, Counselors, Social Worker, Interpreters Matrix

Diagnostician, Transition Specialist, Psychologist Matrix (Important note: For a small group of very experienced employees, the 3% raise is not reflected on the published matrix. You will get a 3% raise)

Audiologists, Mobility, SLP, PT, OT Matrix  
90% – COTAs, PTAs and Others Matrix

- Take your 2018-2019 base pay. (Do not include any differentials or extended contracts.)
- Determine the difference between your new rate of pay and this year's base salary.
- Remember that your placement on the 2018-2019 salary matrix will be one step higher to reflect an additional year of experience.
- Divide that number by your current base salary. For example, I currently earn \$42,009 in base pay. (Level 2, B.A., Step 10)  
The 2018-2019 matrix says I will earn \$44,010. (Level 2, B.A., Step 11)  
That's a difference of \$2,001.  $\$2,001 \div \$42,009 = .0476$   
This means I get a 4.76% raise.

Here are a few examples:

**Level 1 Examples**

- In 2017-18, a Level I licensed employee with 2 years of experience (i.e., on step 3) and a BA made \$34,002. Next year (2018-19) on the new salary matrix, that employee is now on step 4 and will make \$36,003. That is a 5.8% increase over last year's base salary.
- In 2017-18, a Level I licensed employee with 3 years of experience (i.e., on step 4) and a BA+15 made \$34,136. Next year (2018-19) on the new salary matrix, that employee is now on step 5 and will make \$36,135. That is a 5.9% increase over last year's base salary.
- In 2017-18, a Level I licensed employee with 3 years of experience (i.e., on step 4) and a BA+45 made \$34,271. Next year (2018-19) on the new salary matrix, that employee is now on step 5 and will make \$36,267. That is a 5.9% increase over last year's base salary.

**Level 2 Examples**

- In 2017-18 a Level II licensed employee with 4 years of experience (i.e., on step 5) and a BA made \$42,004. Next year (2018-19) on the new salary matrix that employee is now on step 6 and will make \$44,005. That is a 4.76% increase over last year's base salary.
- In 2017-18 a Level II licensed employee with 14 years of experience (i.e., on step 15) and a BA+15 made \$43,317. Next year (2018-19) on the new salary matrix that employee is now on step 16 and will make \$44,663. That is a 3.1% increase over last year's base salary.
- In 2017-18 an employee with 23 years of experience (i.e., on step 24) and a BA+45 made \$46,604. Next year (2018-19) on the new salary matrix that employee is now on step 25 and will make \$48,052. That is a 3.1% increase over last year's base salary.

**Level 3 Examples**

- In 2017-18 an employee with 10 years of experience (i.e., on step 11) and an MA (or NBC) made \$52,305. Next year (2018-19) on the new salary matrix that employee is now on step 12 and will make \$54,011. That is a 3.26% increase over last year's base salary.
- In 2017-18 an employee with 16 years of experience (i.e., on step 17) and an MA made \$53,352. Next year (2018-19) on the new salary matrix that employee is now on step 18 and will make \$55,011. That is a 3.1% increase over last year's base salary.
- In 2017-18 an employee with 25 years of experience (i.e., on step 26) and an MA+45 made \$54,946. Next year (2018-19) on the new salary matrix that employee is now on step 27 and will make \$56,653. That is a 3.1% increase over last year's base salary.

**Therapists (A-2) Examples**

- In 2017-18 an employee with 2 years of experience (i.e., on step 3), on Level 1 license, and an MA made \$34,546. Next year (2018-19) on the new salary matrix that employee is now on step 4 and will make \$36,003. That is a 4.2% increase over last year's base salary.
- In 2017-18 an employee with 3 years of experience (i.e. on step 4), on Level 2 license, and an MA made \$42,233. Next year (2018-19) on the new salary matrix that employee is now on step 5 and will make \$44,004. That is a 4.19% increase over last year's base salary.
- In 2017-18 an employee with 20 years of experience (i.e., on step 21), on Level 3 license, and an MA made \$53,650. Next year (2018-19) on the new salary matrix that employee is now on step 22 and will make \$55,349. That is a 3.16% increase over last year's base salary.

**Educational Diagnosticians, Transition Specialists and School Psychologists (A-3/4) Examples**

- In 2017-18 a Diagnostician or Transition Specialist with 2 years of experience (i.e., on step 3) and an MA made \$48,412. Next year (2018-19) on the new salary matrix that employee is now on step 4 and will make \$54,003. That is an 11.5% increase over last year's base salary.
- In 2017-18 a Diagnostician or Transition Specialist with 12 years of experience (i.e., on step 13) and an MA+15 made \$56,239. Next year (2018-19) on the new salary matrix that employee is now on step 14 and will make \$59,042. That is a 4.9% increase over last year's base salary.
- In 2017-18 a Diagnostician or Transition Specialist with 21 years of experience (i.e., on step 22) and an MA+45 made \$63,666. Next year (2018-19) on the new salary matrix that employee is now on step 23 and will make \$72,054. That is a 13.1% increase over last year's base salary.
- In 2017-18 a School Psychologist with 1 year of experience (i.e., on step 2) and Ph.D, Psy.D or Ed.D made \$55,621. Next year (2018-19) on the new salary matrix that employee is now on step 3 and will make \$59,002. That is a 6% increase over last year's base salary.
- In 2017-18 a School Psychologist with 15 year of experience (i.e., on step 16) and Ph.D, Psy.D or Ed.D made \$63,666. Next year (2018-19) on the new salary matrix that employee is now on step 17 and will make \$65,577. That is a 3.0% increase over last year's base salary.

**Educational Diagnosticians, Transition Specialists and School Psychologists**

- For several years, we worked to negotiate combining the A-3 and A-4 salary matrices—this year, we were successful.
- For several years, we have worked to negotiate a decrease in the work year with no loss of pay—this year, we were successful.
- Our success in combining the matrices will be noticed most by Educational Diagnosticians and Transition Specialists.
- Each individual will need to compute salary increases using the method described above.

**90% Matrix – COTAs, PTAs and all others that do not have a BA degree**

We are pleased that we now have a matrix for our newest ATF role groups; the COTAs and PTAs.

We will be convening a committee of ATF members this summer to develop a plan for salary advancement beyond the 90% matrix.

**APPENDIX B**  
**2018-2019**  
**CLASS SIZE REQUIREMENTS**

**CONTINUATION OF WAIVER ON CLASS SIZE REQUIREMENTS FOR SY 2018-2019**

Due to ongoing budgetary constraints and insufficient funding by the state to meet statutory class size limits, the parties agree that for School Year 2018-2019 class size limits may exceed those established in statute, and identified in Article 15.C. of the negotiated agreement, by up to 5% (see Table 1 below) as allowed per waiver issued by NM Secretary of Education.

**Table 1 - Waivered Class Size Limits**

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

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

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

**2018-2019 APPENDIX I.1**  
**MEMORANDUM OF UNDERSTANDING**  
**PROFESSIONAL DEVELOPMENT DAYS AND TEACHER PREPARATION DAY**

For the 2018-2019 School Year, the parties agree to a continuation of district-wide and site-based professional development and teacher preparation. Note: Schools are free to interchange the focus of each of the days listed below based on consensus achieved through the site's instructional council. Please keep in mind that PD for specialized role groups will be August 7<sup>th</sup> or 8<sup>th</sup> for traditional calendars and July 17<sup>th</sup> for alternative calendars.

**First Semester Alternative Calendar**

- Monday, July 16th - Registration/Orientation
- Tuesday, July 17th - Registration/Orientation or District-defined Professional Development
- Wednesday, July 18th - Registration/Orientation or District-defined Professional Development
- Thursday, July 19th - Site-defined Professional Development
- Friday, July 20th - Teacher Preparation Day
- Monday, July 23rd - First day of classes for students

**First Semester Traditional Calendar**

- Monday, August 6th - Registration/Orientation
- Tuesday, August 7th - Registration/Orientation or District-defined Professional Development
- Wednesday, August 8th - Registration/Orientation or District-defined Professional Development
- Thursday, August 9th - Site-defined Professional Development
- Friday, August 10th -Teacher Preparation Day
- Monday, August 13th - First day of classes for students

The focus for District-defined Professional Development in SY 2018-19 will be aligning PD with the district's Academic Master Plan and Learning Zones. If schools are interested in PD that addresses support for students' social and emotional needs, contact [Kristine Meurer](#) in Student, Family and Community Supports.

**Second Semester Traditional Calendar and Alternative Calendar**

- Friday, January 4<sup>th</sup> - 2/3 of day spent on site-based PD and 1/3 of day for teacher preparation (formerly known as the 184<sup>th</sup> day).

Separate Role Group PD will be provided on August 7<sup>th</sup> or 8<sup>th</sup> for traditional calendars and July 17<sup>th</sup> for alternative calendars.

- |   |  |
|---|--|
| <input type="checkbox"/> Audiologists         | <input type="checkbox"/> Fine Arts Teachers (all levels) |
| <input type="checkbox"/> School Psychologists | <input type="checkbox"/> SLPs, OTs and PTs,              |
| <input type="checkbox"/> Librarians           | <input type="checkbox"/> Transition Specialists          |
| <input type="checkbox"/> Nurses               | <input type="checkbox"/> IEP Specialists                 |
| <input type="checkbox"/> Head teachers*       | <input type="checkbox"/> IGS1 and IGS2                   |
| <input type="checkbox"/> Access Teachers      | <input type="checkbox"/> SCS1, SCS2 and SCS3             |
| <input type="checkbox"/> Social Workers       | <input type="checkbox"/> SES1 and SES                    |
| <input type="checkbox"/> APE Teachers         | <input type="checkbox"/> DPP pre-k teacher               |

(\*Note: District PD for elementary schools will be held on 2 different days to accommodate the number of schools. Head Teachers should attend their PD on the same day as the district PD for their school.)

*Increases the reimbursement for CEUs.*

**APPENDIX I.18**  
**MEMORANDUM OF UNDERSTANDING**  
**ATHLETIC TRAINER DIFFERENTIALS AND RESPONSIBILITIES**

1. Beginning in the 2016-2017 school year, Athletic Trainers (AT) will be placed on the APS/ATF Career Pathway System.
2. The AT position is a full time equivalent with a 6.5-hour duty day.
3. The duty day may be flexed based on a consensus agreement between the school's administrator(s), coach(es) and the AT.
4. The AT differential of \$7,092 is for additional related duties outside the 6.5-hour duty day including, but not limited to:
  - a. Assignments that begin prior to the start of the school year.
  - b. Weekday evenings, Saturdays and other time periods as specified in the APS Athletic Handbook.
5. ATs can be assigned up to three (3) classes. Additional class assignments within the duty day shall be subject to the approval of the Principal and the Associate Superintendent of HS.
6. Athletic trainers shall be reimbursed up to \$300 \$500 for CEU's necessary to keep their license.

***A task force will be established to research, re-craft, and make recommendations on how to create a system for differentials which better reflect actual duties and responsibilities.***

**APPENDIX I.24**  
**MEMORANDUM OF UNDERSTANDING**  
**SUPPORTING QUALITY TEACHERS (SQT)**

ATF and APS agree to re-establish Supporting Quality Teachers (SQT) Team starting in June 2018.

The current charge of the SQT team is to collaboratively research and re-craft all differential pay.

The joint recommendations will include ideas focused on how create a system for differentials that is better linked to current roles and responsibilities.

If accepted by the leadership of the District and the Federation, the APS Board of Education and the membership of the ATF, both parties agree to work toward implementation of the plan as funds become available.

The Supporting Quality Teachers (SQT) Team will be made up of no less than 3 and no more than 6 administrators selected by the district and an equal number of teachers selected by the union.

**APPENDIX K**  
**THE ATF CODE OF PROFESSIONAL RESPONSIBILITIES FOR TEACHERS**

***This Appendix has been deleted.***

## New MOUs

### **MEMORANDUM OF UNDERSTANDING High School Senior Schedules**

ATF and APS agree to establish an APS/ATF Task Force on High School Senior Schedules during the 2018-2019 school year. The members of this task force will evaluate the potential impact and present recommendations to the cabinet about the transition to a full schedule for all high school seniors.

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

### **MEMORANDUM OF UNDERSTANDING Work Stations**

ATF and APS agree to establish Task Force on classroom workstations and safety during the 2018-2019 school year.

The members of this task force will make recommendations for classes in which the equipment or materials used present safety issues.

Recommendations will include class size and the number of workstations per student based on safety factors for activity, fine arts, science and CTE classes.

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

### **MEMORANDUM OF UNDERSTANDING Advisories**

**ATF and APS agree to establish an APS/ATF Task Force to discuss the structure and purpose of Advisories in Middle and High Schools.**

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