NEGOTIATED AGREEMENT

BETWEEN THE

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NUMBER 12

AND THE

ALBUQUERQUE TEACHERS FEDERATION

2022-2023

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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 educators 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 educators, 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 (APS) 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 educator 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 ongoing negotiations as timely problem solving;
    - View collective bargaining as collaboration;
    - Provide flexibility in dealing with issues as they arise; and
    - Discuss future district initiatives that have a potential impact on educators' work and workload.
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 subcommittees, 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 August 18, 2021.

Article 1, GENERAL PROVISIONS

A. Definitions

1. The term **educator** for the purpose of this Agreement shall mean all licensed employees whose salaries are based on salary matrices AT-1, AT-2, AT-3, A-2, A-3, Certified Occupational Therapist Assistants (COTAs) and Physical Therapy Assistants (PTAs) and Community School Coordinators unless specified otherwise herein. All employees whose salaries are based on other salary matrices 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 educator 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 nonschool assignment.
7. The term **President** shall mean the President of the Federation or designee.
8. The term **E&RSE** (Essential and Related Service Educators) includes all role groups that are not licensed through and who do not advance through the teacher three-tiered system.

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 Albuquerque Public Schools Employee Relations Policy H.01 (Labor Relations Policy).; and should there be any conflict between the terms of this Agreement and the terms of the Board's Policy, ~~as adopted on May 1985, and last revised in August 2020 to reflect changes made to the Public Employee Bargaining Act (PEBA) made in May 2020,~~ the Policy H.01 and state law shall control.
   a. If any provision of this Agreement shall be found in conflict with Policy H.01., such provision shall have effect only to the extent permitted by Policy H.01.
   b. In the event any provision of this Agreement is found to be in conflict with Policy H.01., 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 educators of the District. The terms and conditions of employment as indicated in this Agreement shall be the same for all educators 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.01.

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 educator 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 educators will serve which relates to the terms and conditions of educator 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 an educator representative to the Committee. The President may suggest additional names of educators 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 educator to committees outside the District, the President will be provided the opportunity to suggest names of educators who might be appointed.
4. If they deem it necessary, the Superintendent and the President may call a joint meeting of principals and Federation representatives.

E. Nontraditional Schools

1. The Federation and the Board agree to support schools of choice.

Article 2, FEDERATION RIGHTS

A. Recognition Rights

1. The Board hereby recognizes and agrees that the Federation has the sole and exclusive right to represent all educators 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 organization except as noted in B.4. below.
2. The Federation has the right to make announcements at staff meetings/new teacher orientations.
3. The Federation has the right to use the interschool mail service, school bulletin boards, and APS e-mail sent through an outside server in accordance with APS policy. The Board and the Federation recognize that it is not permissible for the Federation and/or the employees represented by the Federation to access District communications systems (e.g., fax, Internet, intranet) to distribute or use materials not considered appropriate by District policy.
4. The Federation may use the school mailboxes provided that:

a. an employee of the bargaining unit assigned to that school and recognized by the principal shall distribute all materials; and
b. no such materials shall be distributed to any employee who has registered with the building principal an objection to receiving 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 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. Union representatives may distribute Federation materials and conduct Federation business related to a grievance or representation provided such activities do not interfere with the instructional schedule or duties of the educator(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 union representative shall have the right to bring to the attention of the principal all matters pertaining to the organizational rights of the Federation or its members, other concerns of the faculty, and to discuss the administration of this Agreement.
    d. The above shall be recognized as concerted activity as recognized by the New Mexico Public Employee Bargaining Act (PEBA).
7. All employees within the bargaining unit shall have the right to engage in concerted activities for mutual aid or benefit without reprisal.
8. 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.
9. The Board shall grant the elected Local President, one additional elected leader of the ATF Executive Council, 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 and any additional officers of the union will be placed on the salary matrix 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 educator's salary matrix 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 matrix at the level which would have been achieved had there not been an absence.
10. The Federation shall be furnished with monthly financial budget and cash reports following distributions as required from the Office of Labor Relations.
    a. These reports shall be furnished to ATF by the last day of every month. If the last day of the month falls on a weekend, Holiday or scheduled break, reports shall be provided by the final work day of the month.
11. The Federation shall be furnished the following information:

a. at the end of the first twenty (20)-day reporting period and two weeks after the start of the second semester, employee data, in numerical order by employee number, indicating name, address, phone number, state teaching license number, employee number, work location, salary, degree status, gender, assignment and/or job title, membership status, total years in teaching, total years in APS, date of hire, and district email addresses;
b. new hires, resignations, retirements, and deaths at the time of occurrence;
c. group insurance data including enrollment figures, premium costs, program costs, and a copy of the insurance policies;
d. upon reasonable request, changes in items listed above and such other information as will assist the Federation in representing educators.

12. 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, ten (10) professional leave days for the purpose of participating in joint APS/ATF task force committees, and forty (40) leave days charged to the Federation at the degreed substitute rate.
13. 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.
14. 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 Membership Application Form .

2. The amount of the deduction to be made from each educator's wages will be certified in writing and given to the District by the Treasurer, President, or Executive Vice-President of the Federation. If 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 educator 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 educators returning from an extended leave of absence unless authorization to deduct is revoked by the educator.
5. In the cases where rehiring an employee who has previously retired or resigned, dues shall only resume once the educator reauthorizes dues deduction by submitting a membership card.
6. 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.
7. If an educator 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 educator for the pay period.
8. 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.
9. 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.
10. As per the New Mexico Public Employee Bargaining Act (PEBA), dues deductions may be discontinued or revoked by a union member by filing such notice with the Federation.

a. Such revocation may be requested during the ten (10) ten days following the anniversary date of each employee's employment.
b. Within ten (10) days of the receipt of notice of revocation of authorization for the payroll deduction of dues, the Federation shall provide notice to the District.
c. The revocation for the payroll deduction of dues shall be effective on the thirtieth (30^{th}) day after the notice provided to the District by the Federation.

Article 3, MANAGEMENT RIGHTS

A. 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, gender identification, age, national origin, marital status, sexual orientation, place of residence, disability, membership, or nonmembership in any 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.
   a. All existing and newly hired "I" licensed special education teachers will be obligated to participate in twelve (12) hours of APS-provided professional development.
   b. Twelve (12) hours of professional development, provided outside of the regular duty day, is a condition of employment during both the first and second years for all "I" licensed special education teachers in APS.
3. All educators 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 educator;
   b. part-time educator; and
   c. short-term educator;
      1) Both part-time and short term educators carry differing employment rights from full-time educators,
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 a.m. 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 teaching 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.
    A teacher who is short-term due to not holding a valid New Mexico teaching license at the time of employment shall be reemployed by the District if they perform satisfactorily and presents a valid New Mexico teaching license to the Department of Human Resources by April 1. If the requirements are not met by May 1, the teacher will have to reapply for employment.
    b. 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.
    c. Upon the successful completion of their first short-term contract (of at least five hundred seventy [570] hours), fully licensed employees for the position will be offered a regular contract for the following year if the position they hold is available, the employee applies, and the principal agrees to rehire the employee.
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 paychecks 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 educators are reemployed for the next school year unless notified at least ten (10) workdays prior to the last day of the school year.
11. In order to qualify and be employed in an educational diagnostician position or a 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.
13. <u>Hybrid/Simultaneous Teaching:</u> Pending public health orders that allow for full in-person schooling, during the 2021-2022 school year and in all subsequent years, educators will be required to teach either online or in person, but not both simultaneously, unless they have volunteered to do so.
    a. The principal will consult with individual employees regarding a simultaneous assignment.
    b. Educators who agree to a simultaneous assignment will sign the Agreement to a Simultaneous Assignment form.
    c. The Agreement must be re-signed yearly.
    d. APS Department of Human Services and ATF agree to address issues on a case-by-case basis starting at the lowest possible level.

Agreement to a Simultaneous Assignment

_____ agrees to a simultaneous assignment for the

_____ school year.

_____ _____

Teacher's Signature Principal's Signature

_____ _____

Date Date

Each party is responsible for keeping a copy of this agreement for their records.

B. School Year

1. For employees on the A-1, A-2, and A-3 salary matrices, the work year shall consist of one hundred eighty-four (184) workdays.
    a. Educational Diagnosticians, School Psychologist, Transitional Specialist/Rehabilitation Councilors, and BCBAs, and those who work in the Title I department, the work year shall consist of one hundred and ninety-four (194) workdays.
    b. Community School Coordinators (CSCs) not employed as certified teaching staff, the work year shall consist of two hundred six (206) days.
    c. Behavior Management Specialist the work year shall consist of one hundred eighty-four (184) workdays/8 hours a day.
2. 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. The school year is based upon the calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the District shall not affect the total number of workdays required.
3. Any deviation from the approved master calendar shall be agreed upon by both parties.

C. Duty Day

1. For employees on the A-1, A-2, A-3 salary matrices, 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 an educator 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. For community school coordinators and behavior management specialists not employed as certified teachers, duty day shall consist of eight (8) hours excluding a lunch period.
2. A schedule will be developed yearly for student supervision assignments within the duty day.
    a. Duties must be scheduled equitably
        1) Elementary school educators may be assigned before school, after school, or recess duty.

2) Middle school educators may be assigned duty before or after the student day.
3) Providing a welcoming culture and ensuring the safety of students during passing periods is a shared interest of teachers, administrators, and staff. Middle and High school educators will make every effort to be visible and interactive with students during passing periods. If the need arises, the Instructional Council may establish a task force to work on a fair and equitable duty schedule.
4) Educators who are assigned .5 to full time at that site may be assigned duties, except for school nurses who are exempt from duty assignments.

3. Each educator 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 educator'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 educator or educators involved in order to take into account the difference in the length of the lunch period.
4. The principal shall have the authority to permit divergence by individual educators from the duty day by mutual agreement. This divergence can apply to time on registration days for educators to register their own children if such divergence will not hinder registration at the educator's worksite.
5. Lengthening the duty day by the site supervisor shall not exceed two (2) hours for any individual educator in any twenty (20) day reporting period. This lengthening shall normally occur after a minimum of forty-eight (48) hours prior notice excluding nonteaching days prior to the additional duty time. Use of this time shall be limited to purposes relating to school business.
6. 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 E.

Refer to Appendix E–Time Chart

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

Refer to Appendix E–Time Chart

8. The parties recognize that attendance at evening activities is normally the voluntary professional responsibility of educators. However, as part of that responsibility, educators may be required to attend up to 2 (two) evening activities, such as but not limited to, open house, curriculum night, or graduation. Any attendance beyond two (2) night activities per year shall be considered voluntary. If the employee is required to be in attendance at more than 2 (two) evening events, they shall be paid time at the employee's hourly rate. Educators unable to attend shall give reasonable notice of their intended absence to their immediate supervisor and affected parents.
9. Educators shall not normally be regularly required to notify the principal of their arrival or departure from the school. Educators desiring to leave the school area during the duty day may do so with prior notification and approval of the principal or designee.
10. Travel time for educators who work in more than one (1) location in any one (1) duty day shall be counted as part of the duty day. When the educator travels from one (1) location to another at the midday, the educator shall receive travel time in addition to the lunch period.
11. The responsibility of the educator to be available for conferences with parents is recognized as an educator's professional responsibility. The educator is responsible for arranging the conferences.
12. Educators 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.
13. In the event an educator agrees to be assigned work approved by the principal beyond the maximum provided in B and C, the educator shall be entitled to flex their schedule if it is mutually agreed upon by the principal and the educator. Flex time has to be mutually agreed to each year by the principal and educator prior to implementation of the flex time.

D. Restrictions on Use of Students, 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 educators for collecting monies and/or additional checking responsibilities in connection with picture taking.
3. Fund-raising activities, except as provided in 2 above, shall not interrupt or interfere with the instructional program unless agreed to by the principal and staff.
4. Information regarding proceeds from fund-raising activities, planned expenditures and/or the availability of funds for staff use shall be made available to staff members upon request as defined in the activities fund manual or by reaching this APS web address: http://www.aps.edu/internal-audit/activity-fund-manual.
5. Fund-raising activities, except as provided in 2 above, will not be assigned to educators unless they volunteer for the assignment.
6. No educator may charge a student a fee for any service rendered the student on the school premises during the duty day.

E. Preparation Time

1. All employees within the bargaining unit shall have within the duty week a minimum amount of time for preparation and planning.

    a. Elementary (Modified Wednesday Schedule)
        1.) Educators shall have a minimum of two hundred twenty (220) minutes for preparation each week, free from specific duty assignments. Preparation time shall be in twenty (20)-minute block minimums.
        2.) Educators shall have a minimum of two (2) consecutive hours on all modified Wednesdays for use as preparation free from specific duty assignments.
        3.) If a teacher receives fewer than two hundred twenty (220) minutes of preparation time in a five-day workweek, the educator shall be compensated at their hourly rate of pay (in fifteen (15-)minute increments) for the amount of preparation time under two hundred twenty (220) minutes.
        4.) Schools must identify all of the time, including specials that will be used for preparation time. A schedule indicating all designated preparation time shall be distributed to educators within ten (10) workdays after the beginning of the school year.
            a. These schedules must be compiled and furnished to ATF within 25 workdays after the beginning of the school year.
        5.) If an abbreviated day on a Wednesday, elementary educators who lose preparation time will be granted preparation time lost at a date later in the school year. The parties agree the District will be required to grant educators up to two (2) hours of lost preparation 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 by 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 intraschool class teaching assignment to another. Such time shall not be considered preparation time.
        7.) Time an educator is required to perform non instructional duties is not considered preparation time.
        8.) A minimum of forty-five (45) minutes per week can be used for collaboration time provided the two hundred twenty (220) minutes for preparation time has been met.
        9.) Time spent in collaboration time is not preparation time.

b. Elementary (Consistent Daily Schedule)

1.) An educator shall have a minimum of two hundred twenty (220) minutes for preparation each week, free from specific duty assignments. Preparation time shall be in twenty (20)-minute block minimums.

2.) If an educator receives fewer than two hundred twenty (220) minutes of preparation time in a five-day workweek, the educator shall be compensated at their hourly rate of pay (in fifteen (15)-minute increments) for the amount of preparation time under two hundred twenty (220) minutes.

3.) Schools must identify all of the time, including specials that will be used for preparation time. A schedule indicating all designated preparation time shall be distributed to teachers within ten (10) workdays after the beginning of the school year.

4.) At least four days per week, educators shall have a minimum of twenty (20) continuous minutes for preparation time before or after the student day.

5.) If there are fewer than five days in a workweek, educators shall have a minimum of twenty (20) continuous minutes for preparation time each day of that week before or after the student day.

6.) Time an educator is required to perform non instructional duties is not considered preparation time.

7.) Time spent in collaboration time is not considered preparation time.

8.) A minimum of forty-five (45) minutes per week can be used for collaboration time provided the two hundred twenty (220) minutes for preparation time has been met.

9.) Elementary school itinerant art and music teachers shall be allowed sufficient time (10 to 15 minutes) to transition from one intraschool class teaching assignment to another. Such time shall not be considered preparation time.

c. Middle School Block Schedule

1.) In schools where block schedules are followed, teachers shall have available to them a minimum of 450 minutes of preparation time in each consecutive two week period.

2.) In the event a two work week time period contains less than 10 work days, teachers shall not be required to attend PLC/collaboration meetings until and unless 450 minute minimum is set.

3.) One entire class period per five day work week may be used for PLC's provided the 450 minute minimum is met and prep time is provided the other four days per week.

4.) Time spent in PLCs/collaboration time is not preparation time.

d. Middle School Non-Block Schedule

1.) Collaboration time scheduled outside of the duty day.

a.) Each educator shall be provided preparation time which shall be equal to one (1) full class period during the instructional day with such time being free from specific duty assignments.

b.) The decision about the preparation/collaboration time schedule for the school will be made annually by the school staff through their instructional council.

2.) Collaboration time scheduled within the duty day.

a.) Educators shall have a minimum of two hundred twenty-five (225) minutes per week for preparation, free from specific duty assignments.

b.) Each educator shall be provided preparation time which shall be equal to one (1) full class period, a minimum of four days per week each five-day workweek, during the instructional day with such time being free from specific duty assignments. In the event there are fewer than five days in a workweek, educators shall not be required to attend collaboration meetings until and unless the two hundred twenty five (225)-minute minimum is met.

c.) One entire class period per five-day workweek may be used for collaboration time provided the two hundred twenty five (225)-minute minimum is met and preparation time is provided the other four days per week.

e. High School Schedule
   1.) Each educator 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, educators shall have available to them, a minimum of four hundred fifty (450) minutes of preparation time in each consecutive two-week period.

2. Additional preparation time free from specific duty assignments that is not part of this Agreement shall be mutually agreed upon by the educator(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 educators involved in teaming, integration, inclusion programs, and mentoring relationships.
4. Special events, such as schoolwide 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 preparation time for any individual or group of individuals. Care shall be taken when scheduling such events to ensure that any resulting loss of preparation 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 educator shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the opinion of one's students on academic issues. It is the intent of this policy that the educator shall foster the study of such issues rather than teach particular viewpoints in regard to them.
3. A method of involvement of educators 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.
4. In the event the principal believes that an educator'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 educator, discuss the basis of their objections and recommend an alternative approach to the issue. The educator shall adopt the principal's recommendation pending mediation of the dispute by the Superintendent, or their designee. The mediation shall be conducted within two (2) working days of the date the controversy arose.
5. The Common Core State Standards (CCSS), Stem Ready, NM Adopted Standards and standards-based teaching practices, and the relation to APS programs and practices.
   a. The District and the Federation agree that the CCSS will be the foundation of instruction for all APS students.
   b. Both parties believe that educators must collectively and collaboratively use appropriate methods and materials to help students develop conceptual understanding that leads to proficiency in the CCSS.
   c. Both parties affirm that all educational programs must be sensitive to the needs and aspirations of students and that all students in APS must have equal access to the CCSS.
   d. The following clarifications are intended to support the above statements:
      1.) Educators have the responsibility to teach to the standards. All instructional programs can be used with the CCSS. Educators have the discretion to augment the District-

approved curricular programs. Educators may also adjust the pacing and scope and sequence of District-approved curricular programs to align with the CCSS.

2.) As educators use the CCSS to plan, they rely on district-provided texts and programs or they may develop curricula using a variety of texts, programs, and resources that they determine are appropriate based on their professional expertise, experience and knowledge of their students. All curricula used must be clearly tied to the standards for the particular subject and grade level.

3.) Tier II and III intervention programs, while more prescriptive by nature, are one of the instructional tools used to teach to the CCSS. Additional tools and resources may be utilized to meet the CCSS.

4.) Principals and staffs are encouraged to analyze school practices to ensure they are still relevant as APS moves toward adopting the CCSS at all grades. For example: Baldrige is no longer a district-supported program. Continuing with Baldrige, CCI, Continuous Improvement, PDSA, and Goal Teams is at the discretion of the Instructional Council.

e. Freedom to teach is essential to the accomplishment of the District's goals. Therefore, educators have the right and responsibility to exercise their professional judgement, within the limits of the above guidelines, in initiating and actively pursuing consideration of academic issues.

f. Fidelity refers to the intensity and accuracy with which core instruction and connected interventions are implemented. Using a program with fidelity means teaching all 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 educators need to supplement with additional materials to reinforce skills and concepts.

6. Elementary Recess

a. ATF and APS recognize that recess for elementary students provides children with opportunities to engage in physical activity that helps to develop healthy bodies and practice life skills such as conflict resolution, cooperation, respect for rules, taking turns, sharing using language to communicate and problem solving in real life situations.

b. In addition, research shows:

1.) An unmistakable link between movement and thinking because performing complex movements like dancing, throwing a ball, or playing tag engage the same area of the brain, the cerebellum, as those used for problem solving, planning, and sequencing.

2.) A person's capacity to master new and remember old information is improved by biological and chemical changes in the brain caused by exercise.

3.) Brain functioning, attention, memory, social and emotional development, and language development all reveal the unmistakable advantages of physical exercise.

4.) All elementary schools will schedule a minimum of three (3) recess times for children in the morning, at lunch and in the afternoon no later than the 2021-2022 school year.

5.) APS and ATF recommend that each elementary school, through the Instructional Council, explore the benefits of scheduling the lunch recess time for student before, rather than after, they eat.

6.) As the APS/ATF Task Force working on Article 21, Student Discipline, creates recommendations and supports for Conflict Mediation program in elementary schools, that information will be distributed with Elementary Schools with the intent of establishing the program during the 2021-2022 school year.

7.) Note: According to NM Administrative Code, Chapter 6.29.1, "The student lunch period each day shall be at least thirty (30) minutes. Lunch recess shall not be counted as part of the instructional day." However, morning and afternoon recess is counted as a part instructional time during the five and one-half (5.5) hours per day or nine hundred ninety (990) hours per year.

7. Capstone Project
    a. All schools are invited to participate in this effort to engage students in a more student-centered elective choice that promotes relevance in their education. This new offering is the result of a negotiated joint task force.
    b. The intent of this course is to provide students the opportunity to practice:
        1.) Developing solutions
        2.) Formulating arguments
        3.) Communicating their findings and understandings using various media
    c. Students' efforts will culminate in a district-wide symposium
    d. Any licensed secondary teacher is eligible to teach the course, which will be called Guided Study: Capstone Project, however, no extra funding or district-delivered professional development will be provided. The teacher volunteers from each school site will work as a collaborative cohort during the spring 2021 semester to develop curricular supports and rubrics for this developing pilot program,
    e. Students should receive a recognition at graduation as determined by the teacher cohort. This course will not be mandated by the District.
    f. Capstone Project Course
        1.) General Description:
        2.) In semester one, students will explore meaningful issues through varying critical lenses to understand how and why research is conducted. Students will have the opportunity to practice developing solutions, arguments, and communicating their findings and understandings using various media, such as video, slide presentation, performance, written documents, legislation, physical construction and other demonstrable methods.
        3.) In semester two, students will work independently to develop a passion project based on a topic or issue of interest that has relevance to the community. Students will conduct their own research to guide a deep dive into the subject matter and create their own project. Students will work with a mentor to use the skills they learned in semester one, culminating in a district-wide symposium to present their findings. Students will have the opportunity to share their passion project and also engage with community members and peers from around the city.
        4.) In this year-long class, students will develop a variety of skills including how to conduct research as well as critical thinking skills, resilience, problem solving, time management, integrity, positionality, identifying bias, community-mindedness, communication, and collaboration. Most importantly, students will develop the habits of self-directed learning. The capstone project is an exhibition of what a student can do when they apply knowledge in a particular area. Some potential projects may be building a guitar after researching various models, engaging the community in a development project, working with legislators to write potential legislation, writing and producing a podcast series or short film, or constructing an engine from scratch.
        5.) Successful completion of the capstone course and symposium will earn students a capstone seal, graduation regalia, and recognition.

G. Collaboration Time

1. The District and the Federation support educators to work in collaboration with colleagues during collaboration time.
2. Collaboration involves a team of educators committed to working together and collaborating in ongoing processes of collective inquiry and action research to improve teaching and learning.
3. A collaborative team should have something professional in common. What they have in common depends on the school. Members could share content, students, or roles including all support and related services personnel.

4. Ultimately, the goal is to deepen the content knowledge and pedagogical skills of all educators to continuously revise instructional strategies in response to evidence of student learning. The focus and the conversation should rise from the group of educators. Members should ensure equity of voice within the group.
5. Principals may request documentation from collaboration meetings. Documentation may include agendas, minutes, or product creations. The documentation provided will be based on the structure and the desire of the collaboration group.
6. Individual preparation time shall be considered separate and exclusive from collaboration time.
7. Community School Coordinators shall be granted monthly collaboration time as a whole group.

H. Advisories

1. The primary purpose of Advisories is to focus on building relationships between students and a significant adults, but the assigned time may require addressing other issues.
    a. The Instructional Council, in collaboration with all staff, shall decide how to differentiate Advisories by grade level.
    b. The administration and Instructional Council shall monitor, adjust, and support the Advisory program to meet the needs of each site.
    c. District personnel will provide additional guidance and resources, which may be implemented at the discretion of the Instructional Council.
    d. Educators will take attendance for their advisories.
    e. As an integral part of the program, advisors shall distribute report cards.
    f. Advisories shall include the Next Step Plan in Grades 8–12.
        1.) An Advisory shall not be tied to a curricular course of study and shall not be attached to a graded course.
        2.) Advisories shall not be graded, including pass/fail.
        3.) Advisories may not be used for academic interventions and remediation.
        4.) Advisory groupings may not be organized based on student remediation and/or behaviors.
2. To the extent practicable, students shall loop with their advisory educator for three years in middle school and the entirety of their education in high school.
    a. To the extent practicable, advisors shall keep the same group of students within a single grade level throughout the students' years in the school site. Exceptions may be made for students in specialized programs (SES, IGS, etc.).
3. All staff within the ATF bargaining unit at each school site shall be assigned an Advisory group.
    a. All staff includes counselors, librarians, and any other staff who are assigned to a school site during the regularly scheduled Advisory period.
    b. Employees who are assigned to more than one school site shall be assigned an Advisory group at only one school site, which shall be decided by mutual agreement between both supervising principals.
    c. If feasible, site administrators will serve as advisors.
        1.) Administrative teams can share an Advisory group.
    d. It is highly recommended that all Advisory groups be limited to no more than 15 students.
        1.) If an Advisory group exceeds 15 students due to staffing issues, the school shall schedule all Advisory groups with the smallest number of students possible, equitably distributed among all advisors.
4. Middle school Advisories shall meet for no more than twenty (20) minutes, no more than twice per week, and one longer period on an assembly or special schedule once every six weeks.
    a. The Instructional Council at each school site shall determine where in the schedule it would be appropriate to place Advisories.
        1.) Advisory shall not be scheduled before the first class of the school day.

5. High school Advisories shall meet for a minimum of fifteen (15) minutes once per week and one longer period on an assembly or special schedule once every six weeks.
    a. The weekly Advisory period shall meet on Mondays (C-Schedule Day) between 3rd and 4th periods.
6. Any changes or additions of Advisory times should be determined in collaboration with the staff by each school's administration and Instructional Council.

I. Teacher Absences/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.
    a. Lesson plans are required for all categories of extended leave and when leaving a position vacant due to transfers.
    b. Teachers shall provide plans for substitutes that include, if applicable; student medical needs, individual behavioral considerations, relevant modifications, a seating chart, small group configurations, pullout information, hall pass information, cell phone policy, and the school contact information as provided by the administration.
    c. Plans should be relevant to the current content objectives during the period of the teacher's absence.
    d. Teachers' assignments provided in the plans should be able to be implemented without the need to access personal passwords.
    e. Substitutes shall be responsible for carrying out the lesson plans and instruction provided by the absent teacher and shall exercise proper classroom management.
5. Teachers shall provide emergency lesson plans to the site administrator at the beginning of each semester (no later than week 3) and shall update emergency lesson plans as necessary.

J. Room Changes

1. It is the right of the school principal to assign rooms and change room assignments when necessary. However, if changes in room assignments impact several staff members, the District and the Federation jointly recommend the following process:
    a. Rationale for the moves be shared with staff.
    b. The perspectives from the principal and the staff about how best to accomplish the goals stated in the rationale.
    c. Input from all those who are directly affected by the moves.
2. When classroom assignment changes are at the end of a school year:
    a. Instructional time will not be interrupted for moves.
    b. Staff will be supported to pack and move. Support may include compensated time.
    c. There will be compensation for lost preparation time.

K. Time to Teach

1. Except where an 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, students, 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.

L. Report to Parents or Guardians

1. Teachers are responsible for evaluating student 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 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
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 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 SIS on the last reporting day for teachers unless they have arranged 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 senior finals and submitting senior grades.
4. If a high school teacher anticipates that any student is failing at the end of the semester, they 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 nonbinding and intended for planning purposes only.

M. Equipment and Workstations

1. Basic equipment for all educators shall include a desktop computer, and/or laptop that is no more than 5 years old, Internet access, access to a working printer with paper, a desk and chair, a locking file cabinet, a bookshelf, access to school/worksite phones, access to long-distance phone service, and access to a working copy machine with paper. Employees shall use APS email for any business-related communication pursuant to the APS Employee Technology Acceptable Use Policy.
   a. District evaluators (Educational Diagnosticians, School Psychologists, Social Workers, and SLP/Motor evaluators) shall have access to a student chair, appropriate and complete test kits, protocols, and access to online scoring programs.
   b. School nurses shall have access to a fireproof, locking file cabinet and a locking cabinet for medications, and a refrigerator-freezer with an ice maker.
   c. All itinerant related service educators (APE, OT, PT, etc.) shall have a dedicated space to work with students at all of their assigned schools.
   d. Counselors and Social Workers shall have at least two student chairs and a table for mediation/conflict resolutions.
   e. The district shall provide all teachers access to a plagiarism checker program. The program shall have the ability to check and cross check work between students and internet sources, have an unlimited number of checks per teacher and per student, the ability to create a data base of checked work, and be able to provide reports back to teachers.

Article 6, REMUNERATION AND PROFESSIONAL SERVICES

A. Salaries and Reciprocity

1. Salary matrices (A-1, A-2, A-3, TAN, CSC and BMS) including longevity indices, are subject to review annually.

Refer to Appendix A–Salary Matrices

2. Credit on the salary matrix within job classifications shall be given for all years of qualified in-district experience, and all years of qualified out-of-district experience in a licensed educational role shall be credited.
3. For educators on the A Salary Matrices, 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, Grades PK–12 as a licensed instructor. Teachers also will be granted credit for qualified experience as a principal, an assistant principal, or head of school if that position(s) required an administrative license. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the educator.
   a. Prior experience at state universities and colleges and private schools accredited by a recognized authority and where a bachelor's degree is required, but a teaching license is not required, credit for prior experience is as follows:
      1.) Private school Grades K–12 requires at least five hundred seventy (570) hours of verifiable experience in full-time instruction to obtain one year of qualified experience.
      2.) State university and college teaching experience requires a total of five hundred seventy (570) hours of verifiable experience in full or part-time instruction and may be totaled over multiple years in order to equal one year of qualified experience.
   b. Educators also will be granted credit for qualified experience as a principal, an assistant principal, or head of schools if that position(s) required an administrative license. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the educator.

4. For community school coordinators seven hundred and eighty-five (785) hours of verified experience in a single school year will count as a year of experience.

5. Part-time educators are those educators whose work is based on a full contract year but less than a full duty day. Part-time educator salaries shall be determined on a pro rata basis on the appropriate step of the educator salary matrix as if the educator 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 educators. Sick leave and other benefits shall accrue on a pro rata basis.
6. Compensation
    a. A teacher who is contracted to teach during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid two-tenths (.2) of the individual teacher's contractual salary for each class taught. 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. Payment timelines
        1.) Documents that are submitted to payroll are paid based on deadlines.
        2.) If documentation is submitted prior to the current pay period deadline, the compensation will be included in the next paycheck.
        3.) If submitted after the deadline, compensation will appear on the following paycheck.
        4.) Documents that are not filled out correctly will be delayed.
            a. Information for employees can be found in the column labeled "other pay, due to payroll" at: http://www.aps.edu/finance/payroll/2021-2022-payroll-documents/Biweekly%20payroll%20Dates%202013-2014.pdf or you are paid through a grant information can be found at: https://docs.google.com/spreadsheets/d/1vnrJUagE4Lji8zDA_wQk50a2_IStja2j/edit?usp=sharing&ouid=110482300884091395253&rtpof=true&sd=true
    c. School administrations shall establish and publish in the staff 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.
        1.) These processes and policies for each school shall be compiled and provided to ATF by the 10th work day after the beginning of each school year.
    d. 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.
        1.) An elementary teacher, who on an occasional basis, teaches during the absence of scheduled physical education instruction, shall receive payment based on fifteen (15)- minute increments at the teacher's hourly rate.
        2.) Compensated at the employee's hourly rate for lost preparation time and/or the loss of employee's thirty (30)-minute duty free lunch can be obtained from the APS Payroll Department.

3.) All complete time sheets must be signed by the principal and the principal's supervisor and shall be submitted to the APS Payroll Department.

e. An educator performing duties which result in a required extension of the duty day with students or working in a school-sanctioned before or afterschool program, shall be paid at the individual's hourly rate.
   1.) All required PD outside of the duty day shall be paid at the individual's hourly rate.

f. An educator voluntarily working with students in a school-sanctioned before or after school program, shall be paid $22.00 per hour.
   1.) Starting in 2022-23, the voluntary stipend rate will be $25.00 an hour.

g. A nurse performing additional duties shall be paid two-tenths (.2) as a result of a FTE vacancy. The additional duties include:
   1.) An extended assignment at an additional school beyond the original 1.0 assignment(s).
   2.) Working long term without an assigned health assistant.
   3.) Working as the only nurse where two nurses would usually be assigned.
      a) Compensation is for the period of time in which the additional duties are assigned.
   4.) A nurse covering a school on an occasional basis due to absences can be paid for lost preparation time on time sheets.

h. Teacher, librarian, and counselor positions for elementary, middle school, high school and ESY summer school will be paid at the individual employee's hourly rate.

i. Teacher and counselor positions for eCADEMY online summer school classes will be paid at the rate of $3,600.00 per session based on the enrollment at the close of registration on the second day of class.
   1.) Individual online teaching assignments will include no more than two sessions.
   2.) Good faith efforts will be made to keep the summer school class sizes at approximately thirty (30) students per teacher and leveled among teachers.

j. 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, ADN nurses and Certified Occupational Therapist Assistants (COTAs) and Physical Therapy Assistants (PTAs) and JROTC Instructors. JROTC Instructors who do not possess a teaching license will be compensated at ninety (90) percent of the appropriated column of salary matrix AT-1 or AT-3 for the district portion of ROTC compensation.

k. Teachers who teach in Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) classes shall be paid five one-hundredths (.05) of the individual teacher's contracted salary. Compensation is being provided in recognition of occasional preparation time and lunch periods that are lost due to the unique nature of these programs.
   1.) The District shall continue to schedule preparation time and lunch periods for teachers and make every effort to continue to honor preparation time and lunch periods for ISP, BIP, and Autism Specific Program teachers.
   2.) The additional five one-hundredths (.05) compensation shall be the only compensation provided for all lost preparation periods or lunches. In the event individual teachers or schools are experiencing a high number of incidents involving lost preparation time and lunch periods, teachers shall notify the principal in writing when the preparation time and/or lunch time is lost, and the parties agree to address each individual situation with the teachers and schools

involved. Should additional pay be required for lost preparation or lunch time, it will be paid on time sheets.

3.) Those who are 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 five one-hundredths (.05) compensation.

l. Evaluations outside the schoolwork year

1.) An educational diagnostician or school psychologist who performs an evaluation shall be paid $800.00 per evaluation.

2.) A speech language pathologist who performs a speech and language evaluation shall be paid $500.00 per evaluation

3.) A speech language pathologist who performs a speech or language evaluation shall be paid $450.00 per evaluation.

4.) A speech language pathologist who performs a pragmatic/social communication evaluation shall be paid $100.00 per evaluation.

5.) An educational diagnostician, school psychologist, or speech language pathologist who serves as the lead evaluator on an evaluation shall be paid $200.00 per evaluation.

6.) A school social worker performing a social emotional evaluation shall be paid $450.00 per evaluation.

7.) An occupational therapist or physical therapist who performs a single modality neuromotor evaluation shall be paid $350.00 per evaluation

8.) An occupational therapist or physical therapist who performs a multiple modality neuromotor evaluation shall be paid $450.00 per evaluation.

9.) An educational diagnostician, school psychologist, speech language pathologist, school social worker, occupational therapist or physical therapist who performs a bilingual evaluation shall be paid $200.00 per evaluation.

10.) An educational diagnostician, school psychologist, speech language pathologist, school social worker, occupational therapist or physical therapist who is an ADOS observer or CARS rater for an evaluation shall be paid $100.00 per evaluation.

11.) An educational diagnostician, school psychologist, speech language pathologist, school social worker, occupational therapist or physical therapist who is an ADOS or CARS administrator for an evaluation shall be paid $300.00 per evaluation.

12.) $50.00shall be paid to all role groups per no show.

m. If 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 worksite 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 (.10) 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 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.

9. Pay reduction
    a. ATF and APS recognize there are times when an educator's paycheck may need to be adjusted by reduction in pay.
    b. In order to provide the best customer service to employees as possible, prior to processing a reduction in pay, the District must:
        1. notify the educator in writing about the adjustment, including specific details about the reason(s) for the adjustment.
        2. notify the educator in writing the total amount of repayment.
        3. propose a timeline in writing for repayment including the amount that will be deducted per paycheck.
    c. As needed, the parties will meet with the employee to discuss the proposed pay adjustment and resolution.
10. 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 matrix above that which they left, except as provided herein.
11. All educators working an entire school year will be paid in twenty-five (25) equal installments on a biweekly basis for the 2022-2023 and 2023-2024 school year. All educators working an entire school year will be paid in twenty-four equal installments on a twice a month basis for the 2024-2025 school year.

    a. If a pay date falls on a holiday or vacation day, all pay will be automatically deposited on the regularly scheduled pay date. If the regularly scheduled pay date falls on a federal holiday during which financial institutions are closed, all pay will be deposited the day before said closure.

    b. All educators 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).

    c. If employment with the District is terminated and payment has exceeded the limit of the educator's reserve, the District retains the right to recover funds for work that was not performed.

12. If an educator works less than a full year, the educator will be paid that portion of a total annual compensation for which the educator 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.
13. Educators who may be required to use their own automobiles in the performance of their duties and educators who are assigned to more than one (1) school per day will be reimbursed at the NM DFA rate per mile.
14. Educators 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 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 educator 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 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, JD, or EdD was awarded.
g. Completion of concurrent masters degrees: Upon a transcript review, all hours earned for a second master's degree that do not overlap with the first master's degree, will be accepted as MA+ additional semester hours.
h. Doctorate increment: completion of PhD or EdD.

15. 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 or level will be paid retroactively to the start of the school year.
16. For compensation related to licensure advancement
    a. The New Mexico 3-Tiered Licensure System
        1. The employee must submit the Professional Development Dossier by October 15.
        2. The license issued by NMPED as a result of passing the dossier must take effect the current year in order for an increase in pay to be effective, including retroactive pay, during the current school year.
        3. The employee must submit a copy of the license to the Department of Human Resources for the compensation increase to be processed in accordance with the state's 3-Tiered Licensure System.
    b. E&RSE staff will advance based on parameters found in Article 10 of this agreement.

17. 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 18.G.1. and may not accrue beyond five (5) days.

B. Payroll Deductions

1. Educators 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 Nusenda.Payroll deductions will be itemized.
2. Deductions provided for under this article shall cease should an educator terminate employment during the school year.

C. Pay Differentials

1. All pay differentials are based on extra work 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 educators.
2. Any educator 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 educator's contracted salary for each extra day of service needed. Any educator required to work on an extended calendar shall receive daily pay on time sheets. The following educators shall work an extended calendar:
    a. Additional days can be scheduled at the beginning or the end of the school year in collaboration with the site principals.
    b. Secondary school counselors and librarians: five (5) days;
    c. Elementary school counselors and librarians: three (3) days; elementary school librarians who are assigned to more than one school: six (6) days;
    d. Head Special Education Teachers: five (5) days, if needed;
    e. Educational Diagnosticians, School Psychologist, Transition Specialist/Rehabilitation Counselors, and BCBAs: ten (10) days.
    f. JROTC Instructors shall have an extended contract and salary as provided in federal regulations. JROTC Instructor salaries shall not be reduced during the school year because of an increase in military retirement benefits.
        1.) Effective July 1, 2005, the District's share of the JROTC Instructor annual salary shall be increased by $4,000.00. The new total District portion above the minimum shall be $6,200.00.
        2.) Annual percentage increases to the District portion of the minimum JROTC Instructor pay are no longer applicable.
        3.) The compensation agreed to herein covers instructional duties and non instructional duties beyond the duty day.
    g. Vocational teachers shall receive an extended contract based upon performance of the following duties, or combination thereof, as approved and verified by the Director of Vocational Education. Days used for advisory committee and youth organization activities may be an accumulation of time worked on either non school days or before or after the regular duty day. Sick time will be documented by the teacher.
        1.) Teachers of cooperative education programs: five (5) days for job development;
        2.) Vocational education teachers (Grades 9-12): three (3) days for vocational education activities which may include youth organizations and advisory committees;
        3.) Production agriculture teachers: ten (10) days for summer work experience coordination.
3. Compensating employees on extended contract or receiving differentials who go on paid extended leaves of absence.
    a. An employee who goes on an extended paid Leave of Absence beyond a consecutive ten (10) day period, who has been receiving compensation for working an extended contract, shall continue to receive additional compensation provided the work of the extended contract is being covered or performed by the assigned substitute and that it does not result in an additional expense for the school.
    b. If said employee is receiving a differential for additional duties or responsibilities performed and those duties or responsibilities must be shifted to another individual in order that they be completed, then the employee on extended leave will cease to receive additional compensation for any time beyond the initial ten (10) days of absence for the duration of the extended leave. The employee shall be entitled to restoration of the

differential or extended compensation upon return to active duty status provided they resume the duties for which they are being compensated.

D. Credential Differentials

1. Bilingual and ESL
   a. Teachers who possess a current Bilingual and/or ESL endorsement shall receive a differential of $500.00 effective the beginning of the school year.
   b. In addition to receiving a differential of $500.00 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 $500.00 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 $5,000 for providing Bilingual services only.
         c.) Additional $5,500 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 also are eligible.

3.) TESOL/Bilingual support differentials are intended for librarians, resource teachers, and those who work in elementary specials, serving all or a large portion of the students.
   a.) A support differential is $1,000.00 (in additional the initial $500.00 for holding the endorsement).
   b.) Eligible staff must hold a TESOL or Bilingual endorsement.
   c.) Special Education evaluators with a state bilingual credential and/or who passed the La Prueba will receive a $2000.00 credential differential.

4.) The number of differentials authorized for providing services at the school shall be determined by the total English Language Learner (ELL) population of the school and by the Alternative Language Service (ALS) program need as reported by the principal using the following criteria:
   a.) Teachers must possess a current endorsement (teachers on waiver do not qualify for the differential).
   b.) Teachers must provide services in a District designated Bilingual or ESL program, including prekindergarten programs.
   c.) Teachers wishing to be considered for a differential must have their current endorsement on file with the Department of Human Resources and the school within twenty (20) workdays of providing services. To be eligible for the entire differential payment, all endorsements must be approved by the Public Education Department by no later than September 15. If applicable, employees must be providing services under the provisions of the district ALS Plan by that date to receive full payment. Endorsements issued 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 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 the Department of 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 the Department of Human Resources that the teacher has an eligible caseload.

5.) If the number of volunteers exceeds the positions available at a grade level/department, ask for volunteers first. Then the assignment should be made on a rotational basis starting with an impartial selection process, such as a drawing.

a.) Note: If a school has more TESOL-endorsed teachers than ELL groupings and uses a rotation as suggested above, teachers on an improvement plan or intensive evaluation would not be eligible to participate.

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 —$500.00
      1.) SCPI, ASLPI or SLPI Intermediate Plus (3)
      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— $1,000.00
      1.) SCPI ASLPI or SLPI Advanced (3+)
      2.) NIC Advanced
      3.) CI (Certificate of Interpretation)
      4.) IC (Interpretation Certificate)
      5.) NAD IV (Advanced) Level 3
      6.) RID Educational Certificate: K-12
   c. One of any of the following credentials—$2,000.00
      1.) SCPI, ASLPI or SLPI Advance Plus (4)
      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, ASLPI or SLPI Superior, and Superior Plus (4+ and 5)—$3,000.00
      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. Should the state discontinue funding this differential, board-certified teachers shall receive a differential of $2,000.00 as long as the certificate is held.
   c. 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 the credential.
4. Board Certified Behavior Analysts (BCBA)
   a. Educators with a Board Certified Behavior Analysts (BCBA) Certificate employed in positions other than a BCBA shall receive a differential of $1000.00 effective the beginning of the school year.

Refer to Appendix F—Credential Differentials

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 staff members.

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 comprehensive high schools and all APS schools of choice shall receive a differential according to the following:
        1.) 1-5 teachers on teams—$1,500.00.
        2.) 6-15 teachers on teams—$1,751.00.
        3.) 16 or more teachers on teams—$1,929.00.
    c. Middle School Department Heads:
        1.) Each middle School will receive five (5) differentials.
        2.) Each person so designated shall receive a differential of $1,629.00
        3.) It is the Instructional Council's responsibility to decide in collaboration with the whole staff whether 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.) To elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX L (page 133) of the negotiated agreement.
        3.) Election/Selection procedures for choosing Department Heads, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each department shall agree to choose Teacher Leaders in one of the following manners.
            a.) Leaders shall be elected by the constituents they are elected to serve.
            b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.

    Refer to Appendix H–Department Chair Election Protocols

    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/Collaboration Facilitators
    a. Academy Leaders facilitate the following efforts for the teaching teams within their academies:
        1.) Implement collaboration 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; and
        4.) Coordinate the meeting schedule and liaison needs to the administration and department chairs.
    b. The role of the collaboration Facilitator is defined in Article .6.E.2.
    c. Differentials for High School Academy Leaders/Collaboration Facilitators: $3,520.00 is available for either Academy Leader or Collaboration Facilitator differentials
        1.) Schools are free to supplement the $3,520.00 available from the school's discretionary funds.
        2.) The elected Academy/Collaboration leaders will determine how the $3,520.00 will be divided among them and they will let the principal know this before the differential paperwork is due to the Department of Human Resources.
    d. Election/selection procedure for High School Teacher Leadership Positions
        1.) Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
            a.) Leaders shall be elected by the constituents they are elected to serve.
            b.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
        2.) Elected High School Academy Leaders must have a minimum of a Level II license. To elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX L (page 133) 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 and coordinate team meetings.
        4.) Collect and evaluate data for their team.
    b. Differentials for Middle School Team Leaders: Middle schools will have $3,520.00 to be used for Team Leader Differentials.
        1.) Schools are free to supplement the $3,520.00 available for Team Leader differentials from the school's discretionary funds.
        2.) The elected leaders will determine how the $3,52000 will be divided among themselves and they will let the principal know this before the differential paperwork is due to the Department of 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 members 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 the principal who shall choose a leader from that list.
2.) Elected Middle School Team Leaders must have a minimum of a Level II license. To elect a teacher leader with a Level 1 license, the department school must follow the contract waiver procedure described in APPENDIX L (page 133) 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 up to twelve (12) positions to address both current and innovative curricular and managerial needs.
      2.) Determination of positions, job descriptions, and differential amounts shall be through schoolwide 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 upon by the teaching staff, and, if needed, positions may be redesigned and/or redefined, and/or differential amounts may be reallocated.
      4.) The sum of $8,085.00 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. To elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX L (page 133) 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 list 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 1 of each school year.
         b.) Term of Office
            (1.) Positions shall be for a term of one (1) year.
            (2.) Teachers may be reelected to an Elementary Leader position for more than one year.

5. Special Education Department Heads at the High School, Middle School, and Elementary levels.
   a. Differentials shall be based on the size of the team (department) as follows:
      1.) Teams with 4—5 members— $2,800.00

2.) Teams with 16 or more members— $3,100.00

b. Special education numerical guidelines may be waived by mutual agreement of both parties in cases of verified need. (*See job description on page 59.)*
c. Head Special Education Teachers must have a minimum of a Level II license,
d. To elect a teacher leader with a Level I license, the department/school must follow the contract waiver procedure described in APPENDIX L of the Negotiated Agreement.
e. 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.

d. 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.

e. 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's job description.
    2.) If the concern continues, it will be documented, and the principal will contact the Program Managers for support and training assistance.
    3.) If, after support is provided, and the concern persists, a meeting will be scheduled with the head teacher. Attendees at the meeting will include the head teacher, the Program Manager, the site principal, and a representative from ATF if requested. Termination of the teacher leader's position may also be determined at this time.
    4.) The head Special Education Teacher Rubric will serve as the evaluation tool to be used for both the members of the department and the principal in charge of Special Education at the site to provide feedback.

F. Athletic Directors

1. The position of Athletic Director (AD) shall be a full-time position.
2. The AD differential shall be increased to $7,300.
3. ADs may continue to perform and be compensated for additional duties, coaching assignments and contracted teaching assignments. ADs will be required to report to work during the educator's duty day.
4. It is the prerogative of the principal subject to approval of the Associate Superintendent to determine if an AD will be offered coaching assignments and/or non-elected differential positions at each school site.
5. If an AD is contracted to teach on an extended contract, coach, or perform other duties and there are concerns regarding the AD's performance and/or completion of duties for the role of the AD, the principal shall notify the AD of the concerns and that they may no longer be an AD if the concerns are not addressed. ADs will not be able to grieve the decision or change of assignment.

G. 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 proper documentation and data collection are maintained.
      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.Keeps the calendar of SAT meetings.
      9.) Notifies parents and follows up with parent forms.
      10.) Follows up with health screenings.
      11.) Manages observations.
      12.) Keeps SAT packets and assures they are complete.
      13.) Turns in completed packets to diagnosticians if testing is warranted.
   b. Election/Selection Procedure for SAT Chair: Election/Selection procedures for choosing all Teacher Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as members of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
      1.) Teacher Leaders shall be elected by the constituents they are elected to serve.
      2.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
   c. Term of Office
      1.) Teacher Leaders shall serve for a period of two (2) years.
      2.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
   d. Differentials for Student Assistance Team Chair are as follows:
      1.) $2,000.00 at all comprehensive high schools and alternative high schools.
      2.) A .1 FTE in all middle and elementary schools.

Refer to Appendix G—Teacher Leadership Differentials

2. Coaches of interscholastic sports in the senior high schools will receive a differential for the following assignments:
   a. Head Football …… $5,452
   b. Assistant Football ……..... $3,359
   c. Head Basketball ……. $4,486
   d. Assistant Basketball ……... $2,863
   e. Head Track …… $3,548
   f. Assistant Track ……..... $2,287
   g. Head Tennis …….. $2,287
   h. Head Golf ……..... $2,287

i. Head Wrestling ……..... $3,548
j. Assistant Wrestling …… $2,287
k. Head Baseball/Softball …….. $3,548
l. Assistant Baseball/Softball …… $2,287
m. Head Volleyball ……. $3,482
n. Assistant Volleyball ……... $2,287
o. Head Soccer …….. $2,892
p. Assistant Soccer …… $2,287
q. Head Cross Country …….. $3,482
r. Head Swimming …… $3,482
s. Athletic Trainer ……. $7,092
t. Athletic Director……. $7,300

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

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

4. Middle schools shall be provided, at $1,640.00 each, differentials for boys' and girls' intramural programs, including up to two (2) culminating extramural activities for each intramural program, as follows:
   a. Student enrollment 800 or fewer—Four (4) differentials.
   b. Student enrollment over 800—Five (5) differentials.
   c. Payment for intramural differentials will be made in two (2) installments: one mid-way into the program and one after the entire program has been completed.
5. Teachers in senior high schools shall receive a differential for completion of the following assignments:
   a. Dance/ Drill Team ……. $3,585
   b. Speech Director ……. $2,878
   c. Speech Assistant Director * ……..… $1,964
   d. Drama Director …….....… $2,933
   e. Drama Assistant Director * …… $2,042
   f. Band Director ……. $2,500
   g. Marching Band…… $2,000
   h. Band Assistant Director * …….. $2,521
   i. Orchestra Director ……..… $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:

	Differential Assignment	6-10 years experience	11 years and over experience
a.			
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 $1,306.00 for each activity except band, orchestra, and chorus which shall be $1,551.00 as follows:
    a. Student enrollment 600 or fewer—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 over and above the differentials based on student enrollment.
8. Intensive Support Programs within Special Education programs shall be provided one (1) differential of $1,517.00 for the coordination of the extramural Special Olympics.
9. A differential of $4,243.00 will be provided to each high school MESA program director. A differential of $1,805.00 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.
    1. The IC includes the principal, a federation representative elected by federation members at the school, teachers elected by teachers, the Community School Coordinator (at Community Schools), and parent representative(s) of the school parent body recognized by the school and may include representatives of other bargaining units as defined in their respective negotiated agreements, and any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.
    2. Teachers shall comprise at least fifty (50) percent of the IC.
    3. Meetings shall be open to any member of the school staff or school community.
    4. The IC shall comply with Negotiated Agreements, Board policies, District procedures/directives, New Mexico laws and regulations and Federal laws and regulations when addressing issues. Issues shall be addressed in a collaborative manner.
    5. Specific structure and protocol for the IC shall be developed by the IC and published for the school community.
    6. If a decision concerning an issue cannot be reached, and a decision must be made because the issue at hand is time-sensitive, then the IC will defer to the principal.

7. IC members have certain obligations, rights and responsibilities of membership, including attending and actively participating on the IC; reaching out to the diversity of the represented group to hear their opinions and ideas; communicating those opinions to the IC; supporting goals and strategies to implement the school's Educational Plan for as mandated by the state; checking with supportive documents such as Board Policy and the Negotiated Agreement; and collectively supporting the school improvement process.
8. Yearly training(s), led jointly by representatives of APS and ATF, shall be offered to all Instructional Council members, at a central location, to guide IC members in the school improvement process and their obligations, rights, and responsibilities of membership.

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. Counselors
      c. Social Workers
      d. Speech and Language Therapists
      e. Transition Specialists/Rehabilitation Counselors
      f. Evaluators (Diagnosticians, School Psychologists, SLP and OT Evaluators)
      g. Special Education Department Head Teachers
      h. Motor Therapists (OT, PT, OMS, APE)
      i. Low Incidence Groups (Sign Language Interpreters, VI itinerants, HI itinerants, Audiologists, OMS)
      j. Transition Services (CBTS)

C. Instructional Councils: Process and Content
   1. The Instructional Council is concerned with both process and content and delivery of services. 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. ICs are empowered to address school issues that fall within the scope of instructional improvement. The scope includes but is not limited to school duty schedules, substitute and coverage plans, and school discipline policy and procedures.
   4. Gather both qualitative and quantitative data to inform decisions made 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 decide 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. ICs 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.

E. 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 regularly 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 IC 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. This includes ensuring equity of voice.
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.

F. 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. It is the IC's responsibility to work collaboratively with the whole staff to decide the content of professional development. Schools may not bank additional time for professional development unless they have utilized all other optional time allowed in the negotiated agreement. Article 5, C.5. states: "Schools may utilize an additional thirteen (13) hours annually for staff development

activities collaboratively planned through the IC. Any District-mandated training will be included in these hours." It is optional to use part or all of the thirteen (13) hours set aside for professional development. It is the IC's responsibility to:

a. Decide in collaboration with the whole staff whether or not to use up to thirteen (13) hours for professional development;
b. Come to consensus with the staff on the content of the professional development; and
c. Come to consensus with the staff on the scheduling of up to thirteen (13) hours for professional development.

Refer to Appendix E—Time Chart

G. 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 IC to coordinate planning and implementation of their work. It is recommended that committees follow protocols similar to those for the IC.
   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 IC be created and maintained.
      b. It is up to each school to determine how those leadership bodies and individuals communicate and coordinate their work.

H. Instructional Councils: Connection to Budgeting
   1. School budgets are open and public documents. School budgets and budget projections shall be distributed to all staff at each respective school each year prior to budget decisions being made.
      a. School staffs will be provided standardized spreadsheets of school budgets that include descriptions of each funding source and the amount to be received from that source.
      b. The spreadsheets will also delineate if the funding source is considered "discretionary" (for example: Title I, At Risk) or "operational."
      c. These budget sheets will be distributed to all school staff via APS email no later than the second Tuesday of April.
   2. It is the responsibility of the IC to work in collaboration with the staff to set priorities for discretionary funds or at risk 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.
   3. When using discretionary money for a full or partial FTE, to ensure decisions are program-based, a change in the agreed use will result in holding funds until the current position is vacated. In the event of programmatic need to change or eliminate a full or partial FTE funded through discretionary money and the position has not been vacated, the school may request a contract waiver according to the process set forth in Appendix L: Process for Obtaining a Waiver.
   4. Training in Budgeting may be requested of the District and the Federation for Instructional Councils.
   5. School staffs must follow the rules and regulations associated with each funding source.

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

Article 8, EDUCATOR 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 educators, and the staff are encouraged to work collaboratively to establish standing and ad hoc committees.
B. All educators 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.
F. The Federation shall have purview over selection of educator representatives engaging in joint committee work with the district.

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

A. Mentor/PAR Program Description

1. As a part of APS and ATF's commitment to provide a continuum of support for teachers, the district and union created both the Mentor Program and the Peer Assistance and Review (PAR) Program. The programs are related. As a program co-designed and run by the APS/ATF Partnership, the Mentor Program provides comprehensive Mentor support to Level 1, Beginning Teachers. The APS/ATF PAR Program provides support to struggling teachers.
2. Joint Governance PAR Panel
    a. The Joint Governance PAR Panel (JGP Panel) is the governing body of both the Mentor and PAR programs and, as such, will preside over all aspects of the Mentor and PAR programs.
    b. Program protocols, guidelines and compliance questions, and concerns, shall be referred to, and addressed by, the JGP Panel.
    c. The Joint Governance PAR Panel will make decisions by consensus whenever possible. If consensus is not reached, APS Department of Human Resources and ATF will confer at a later date and will report back to the panel.
    d. The JGP Panel is composed of eight members: two (2) teachers and two (2) administrators from APS, the Union President or designee, the Executive Director of Labor Relations or designee, and the Mentor and PAR Program Coordinators.
    e. A Panel member's term will consist of a minimum of two (2) years. APS will fill administrator positions and ATF will fill teacher positions on the panel.
    f. Each panel member will:
        1.) Attend meetings throughout the school year and in the summer. The meetings will be held outside the duty day. Attendance and full participation are expected from each panel member. If more than three (3) meetings are missed, the Panel member may be replaced by APS or ATF.
        2.) Participate in ongoing design and oversight of the Mentor/PAR programs.
        3.) Maintain consistent communication and coordination with APS and ATF.
    g. Classroom teachers who are panel members and require a half-day substitute teacher to fulfill their responsibility will be supported by APS and ATF.
    h. The two (2) teachers and two (2) administrators of the JGP shall receive an annual differential of $3,000.00 for serving as a JGP Panel member.
3. The Mentor and PAR Program Coordinators
    a. The coordinators must hold a Level 3 teaching license, with a preference for National Board Certification, and be co-selected by APS and ATF.
    b. The coordinators will be responsible for day-to-day activities of their specific programs.
    c. The coordinators shall be paid according to the Level 3 Teacher Salary Matrix. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
    d. The coordinators will have the support of a full-time secretary and full-time clerk.

B. Mentor Program

1. Beginning Teachers who hold a New Mexico Level 1 /1-A teaching license are required to be in the District Mentoring Program for two (2) semesters. The Mentor Program is designed to support Level 1, Beginning Teachers in the development of their professional responsibilities. The program provides individual support for every Level 1 / 1A, Beginning Teacher from designated program approved Mentors who are Level 2 or 3 district teachers. The Mentor Teacher works directly with the Beginning Teacher to provide constructive, non-evaluative support. The goal of the Mentor Program is to retain the highest caliber of teachers.

2. Mentor Program Coordinator
   a. Coordinator responsibilities include the following:
      1.) Attend Joint Governance PAR Panel meetings, as needed.
      2.) Develop materials and prepare reports for the JGP Panel as needed, including program guidelines and surveys results.
      3.) Collaborate and communicate regularly with the PAR Program Coordinator regarding both the Mentor and PAR programs, and the related collaborative duties with ATF to recruit mentors.
      4.) Oversee the Mentor application and selection process.
      5.) Maintain responsive, up-to-date communication with district teachers, administrators, and the Department of Human Resources.
      6.) Collaborate with the Department of Human Resources and Business Information Systems to identify qualifying Level 1, Beginning Teachers.
      7.) Match Mentors to Level 1, Beginning Teachers.
      8.) Oversee the selection of Lead Mentors, and their work.
      9.) Collaboration with Lead Mentors, and ATF in the planning and development of professional development classes for the Mentors.
      10.) Submit differentials to the Department of Human Resources and track program budget.
      11.) Confirm completion of mentorship requirements, and enter completion data into Lawson.
      12.) Maintain program records, including a comprehensive database, Google Classrooms, Classroom assigned forms, program documents and Mentor files.
      13.) Conduct Beginning Teacher and Mentor Teacher end of year surveys; collect, analyze and prepare the data, to present at the JGP Panel yearly retreat.
3. JGP Panel Role in Mentoring
   a. The JGP Panel is the governing body of the program.
   b. All JGP Panel members are responsible for making program decisions.
   c. The JGP Panel approves and revises all guidelines for the Mentor Program, including detailed procedures and processes for Mentor selection, preparation, and support; and clearly defines roles and responsibilities.
4. Mentor Teachers
   a. The APS Mentor Program will take a comprehensive approach to providing qualified and approved Mentors for each Beginning Teacher in the school district.
   b. Mentor Selection Process
      1.) To be eligible to mentor a Beginning Teacher, a teacher must have attained a Level 2 License. New Mexico Teacher Level 3 Licensure is preferred.
      2.) Qualified teachers who desire to be Mentors, will submit an application to be eligible for the Mentor pool. Included in the application will be a letter of interest highlighting their ability to work with teachers, a list of references, and a completed Mentor Program recommendation form from each of the references listed,

including, but not limited to, a principal or supervisor, a teacher colleague, and the site Federation Representative.

3.) Applicants must complete an interview before being selected for the Mentor pool. 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.) Approved Mentors will remain in full or part-time positions in their classrooms or departments. This arrangement will help guarantee that Mentors maintain a connection with the daily work of classroom teaching.

5.) Approved Mentors who have been inactive for three (3) or more years may be required to reapply to the program.

5. Mentor Preparation and Support
   a. During the school year, assigned Mentors will receive support, technical assistance, and professional development.
   b. Mentors will attend one, two (2) hour orientation per school year, during the corresponding assignment window.
      1.) Overview of roles and responsibilities.
      2.) Record keeping responsibilities and documentation of activities that are shared with the Mentor Coordinator.
      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 student assessment.
      6.) Confidentiality and the non evaluative nature of mentoring.
      7.) All new Mentors will attend the introductory mentoring professional development class.
6. Mentor Roles, Responsibilities and Compensation
   a. The chief role of the Mentor is to offer support and practical advice to Beginning Teachers based on observation of and discussion about experiences related to the Beginning Teachers' teaching over the course of the year.
   b. School-based Mentors
      1.) School-based Mentors shall have a full or part-time teaching load and work with Beginning Teachers at their own schools as time allows, either before school, during the school day, or after school. School-based Mentors shall have access to professional leave days during the year. Substitutes may be provided for Mentors to enable them to work with or observe their Beginning Teachers.
      2.) School-based Mentors will receive a differential of $1,000.00 per semester for mentoring one teacher in their school; $2,000.00 for mentoring one teacher for one year, and $4,000.00 for mentoring two teachers for one year. No more than two teachers can be assigned to a Mentor at one time.
      3.) School-based Mentors who are released part-time from their classroom-teaching load will maintain at least a .4 teaching load and receive $500.00 for a full year for each Beginning Teacher they mentor in compliance with the Mentor responsibilities. A full load for a part-time release Mentor shall not exceed four (4) Beginning Teachers.
         a.) Secondary level Mentors will receive release time of an average of 40 percent of their teaching load, depending on their caseload.
         b.) Elementary Mentors may share a class.

c. Full-time Release Mentors and Consulting Teachers will not receive additional compensation for their work as a Mentor. The caseload for a full-time Mentor shall be no fewer than ten (10) and no more than twenty (20) beginning teachers.
    1.) Full-time Release Mentors and Consulting Teachers will help develop the Mentor Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
    2.) Full-time Release Mentors and Consulting Teachers help ensure the success of the Mentor Program. Their job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
        a.) Participate in interviews for new Mentors.
        b.) Review logs and observation forms from Mentors.
        c.) Outreach in schools.
        d.) Data entry and oversight of Mentor documentation.
        e.) Help track Mentor and Beginning Teachers.
        f.) Mediate conflicts between Mentor and Beginning Teachers.

d. Mentor Accountability
    1.) Attendance—Mentors are required to attend monthly professional development meetings during their period of assignment. The following procedures will occur for absences:
        a.) First Absence—The Mentor Program Office or program designee will contact the Mentor confirming the absence. A copy of this notification may also be sent to the supervisor of the Mentor.
        b.) Second Absence—The Mentor Program Office or program designee will contact the mentor confirming the absence. A copy of this notification may also be sent to the supervisor of the Mentor.
        c.) Third Absence—A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator and the Mentor's supervisor. Mentor expectations and commitment will be reviewed. Termination of the Mentor's differential also may be discussed.
        d.) Mentors at alternative calendar schools who may miss a meeting due to intercession should contact the Mentor Program Office prior to the meeting.

e. Documentation/paperwork—In an effort to verify that a Beginning Teacher has successfully completed a year of Mentorship, documentation is required from both the Beginning Teacher and the Mentor. Due dates of such documentation are specified. The following procedure will occur when documentation is not submitted in a timely manner:
    1.) First Instance—The Mentor Program Office or program designee will contact the Mentor regarding lack of documentation. A copy of this notification also may be sent to the site principal of the Mentor.
    2.) Second Instance—The Mentor Program Office or program designee will contact the Mentor regarding lack of documentation. A copy of this notification also may be sent to the site supervisor of the Mentor. Adjustments to differentials may be applied.
    3.) Third Instance—A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator, and the Mentor's supervisor. Mentor expectations and commitment will be reviewed. Termination or return of the Mentor's differential also may be discussed at this meeting.

f. Supervisors shall retain full responsibility and authority to evaluate Beginning Teachers being mentored in the program.

g. Lead Mentor Roles, Responsibilities, Compensation
    1.) A Lead Mentor is a professional colleague who is an experienced Mentor with the Mentor Program.
    2.) A Lead Mentor must hold a Level 2 or Level 3 License. NBCT and Level 3 are preferred.
    3.) A Lead Mentor must apply, interview, and be selected for the role.
    4.) A Lead Mentor shall communicate and collaborate with other Lead Mentors and the Mentor Program Coordinator to plan for and ensure the smooth delivery of professional development for Mentors or Beginning Teachers.
    5.) Job Description
        a.) Lead Mentors will continue in their current positions as site-based teachers.
        b.) A Lead Mentor teacher will attend professional development planning meetings with other Lead Mentors and the Mentor Program Coordinator.
        c.) A Lead Mentor will deliver monthly professional development classes to a group of Mentors for utilization with their Beginning Teachers.
        d.) A Lead Mentor will communicate with the Mentor Coordinator prior to the day of the class to ensure smooth delivery of the professional development, and to provide a syllabus and monthly agendas.
        e.) Lead Mentors will help develop the Mentor Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor Teacher classes.
        f.) A Lead Mentor will prepare and organize materials needed to deliver professional development, conduct attendance, and submit class evaluations.
        g.) A Lead Mentor will collect and review professional development class evaluations following each Mentor/class and then will utilize the feedback to guide future professional development planning and delivery.
    6.) Compensation
        a.) Lead Mentors who successfully complete all job responsibilities and provide professional development will receive an annual differential of $3,000.00 for their services in recognition of their additional responsibilities and time worked beyond the professional day and year.
        b.) Lead Mentors who successfully complete all job responsibilities and facilitate meetings with, but do not provide PD, will receive an annual differential of $1,000.00.

7. Beginning Teachers
    a. Beginning Teachers in the program will receive support and technical assistance that reflect the developmental nature of their initial experiences in the classroom.
    b. A Mentor will be assigned to each Beginning Teacher based on relevant area of licensure or grade level.
    c. During the school year, Beginning Teachers will meet regularly with Mentors to discuss their progress and individual needs; be observed by, and receive feedback from, their Mentor frequently, and complete required documentation specified by the program. They also will have the option to work with their Mentors during professional leave days.
    d. Beginning Teachers who are assigned a Mentor within the first nine weeks of the semester, will receive credit for a full semester of mentoring. Official assignment is done by notification to the Mentor by the Mentor Program Coordinator.
        1.) If a Mentor is assigned after the first nine weeks of a given semester, the Beginning Teacher will be required to complete one additional semester of mentorship the following year, for a total of two semesters.

e. All level 1 teachers will be offered an opportunity to attend the summer New Teacher Academy

8. New Teacher Orientation (NTO)
    a. The NTO is jointly created annually by APS and ATF.
    b. Invited to address the new employees are the Superintendent of Schools (or designee), the President of the Federation (or designee), and the Mentor Program Coordinator.
    c. The NTO will include information about APS services sponsored by APS Department of Human Resources, including a Mentor Program Booth as part of the on-site sign-in process.
    d. Upon completion of the hiring process, APS Department of Human Resources will provide registration materials for the NTO to the new employee.
    e. Upon completion of the hiring process, the APS Department of Human Resources department will provide names of the new employees to the Mentor Program Coordinator and to ATF on a regular basis including completed RTH with position descriptions, New Hire, Inactive, and Licensure reports.

C. Essential and Related Services Educators (E&RSE) Mentor Program General Provisions

1. Essential and Related Services Educators (E&RSE) who are new to APS will have access to the knowledge and guidance of a Mentor from the same professional role group as the beginning educator.

a. E&RSE employees are entitled to the support of a mentor for two (2) semesters with the exception of Diagnosticians, School Psychologist, and Social Workers who are required to be mentored for two (2) years.

2. E&RSE include employees in the following role groups:
    1) Counselors
    2) Nurses
    3) Social Workers
    4) Interpreters
    5) Audiologists
    6) Speech Language Pathologists
    7) Occupational Therapists
    8) Physical Therapists
    9) Diagnosticians
    10) School Psychologists
    11) Rehabilitation Counselors/Transition Specialist
    12) IEP specialist
    13) BCBAs
3. The Mentor Program will provide individual support from designated program- approved E&RSE Mentors preferably located in close proximity (site, cluster, zone) as the beginning educator.
4. E&RSE Mentor applications will be processed by the Mentor Program Coordinator who approves the Mentor applicants into the E&RSE Mentor Pool.
5. Once approved, Mentors will be matched by the applicable role group to beginning educators, as needed.
6. E&RSE Mentor applicants should hold a PED Level 2 or 3 license, with three (3) years' experience in APS required, unless otherwise requested by the APS supervisor.
7. The role of the E&RSE Mentor is to:
    a. Provide non evaluative guidance, support, and feedback.
    b. Focus on professional practices, standards, and requirements.
    c. Communicate on a 2 x a week basis with the beginning educator.
    d. Be conducted separately from clinical supervision.

8. For the categories of employees mentioned above it is the responsibility of the Department of Human Resources Department to inform the Mentor Program Coordinator of all new hires.
9. E&RSE Mentors will attend one orientation per school year, at the beginning of the corresponding assignment window, for program details.
10. The Mentor Program Coordinator will collaborate with the role group supervisor for each role group in the development and maintenance of their corresponding Google Classrooms, Google Classroom assigned forms and their data collection, and E&RSE Mentor files. The mentor program will be responsible for collecting and keeping mentorship related data.
    a. The E&RSE Mentor will complete the end-of-the-year Mentor Survey for program feedback.
    b. The E&RSE Beginning Educator will complete the end-of-the-year Beginning Educator Survey for overall program feedback.
    c. E&RSE Mentors will receive an annual differential of $1,000.00 per semester for mentoring one new employee; $2000.00 for mentoring one new employee for one year and $4,000.00 for mentoring two new employees for one year. No more than two new employees can be assigned to a Mentor at one time.

D. Peer Assistance and Review (PAR)

1. The PAR Program is an intervention program designed to help improve the performance of teachers who are having difficulties in the performance of their professional responsibilities. Help and support are provided through peer assistance from a Consulting Teacher. The Consulting Teacher works directly with the struggling teacher to provide constructive and intensive intervention. The goals of the PAR Program are to develop and maintain the highest caliber teachers.

2. PAR Coordinator
    a. The work of the PAR Coordinator includes the following:
        1.) Provide support for PAR program and for Mentor Program when needed.
        2.) Collaborate and communicate regularly with the Mentor Program Coordinator regarding both the Mentor and PAR programs.
        3.) Work with principals to:
            a.) Present information and answer questions about the PAR process and program.
            b.) Aid in writing improvement plans as needed.
            c.) Discuss and document support provided to a teacher prior to implementation of a District Improvement Plan.
        4.) Communicate regularly with the Department of Human Resources and other relevant APS personnel regarding improvement plans and their implementation.
        5.) Communicate regularly with the Department of Human Resources and ATF Staff about PAR clients.
        6.) Oversee the day-to-day work of the Consulting Teachers to include:
            a.) Create and conduct training for the Consulting Teachers at the beginning of each school year and as needed.
            b.) Coordinate the assignment of clients and volunteers to Consulting Teachers.
            c.) Provide feedback on Consulting Teacher reports prior to the PAR Panel presentation.
        7.) Work with the PAR Panel by:
            a.) Keeping data (database and spreadsheet) and making reports.
            b.) Creating and distributing PAR Panel meeting agendas and resources.
            c.) Scheduling and facilitating PAR Meetings.
        8.) Communicate PAR Panel recommendations to the appropriate Department of Human Resources and ATF staff.
        9.) May serve PAR clients and volunteers.

10.) Disseminate information and answer questions from teachers about Voluntary Consulting Teacher Support.

3. JGP Panel Role in PAR Recommendations
   a. The JGP Panel is the governing body of the program.
   b. Six (6) members of the JGP Panel are decision-makers for PAR recommendations (2 teachers, 2 administrators, the Union President or designee, and the Executive Director of Labor Relations or designee). As PAR program staff members, the Mentor Program Coordinator and PAR Coordinator are excluded from making PAR recommendations.
   c. The Joint Governance PAR Panel monitors intervention work and makes employment recommendations.
   d. A staff person from both APS and ATF may participate in PAR meetings concerning individuals receiving PAR support.
   e. Support shall be offered to teachers experiencing difficulties in the performance of their professional job responsibilities in the following order of priority:
      1.) Teachers on Intensive Evaluation
      2.) Teachers on an Improvement Plan
      3.) Teachers who voluntarily seek assistance

(Note: Teachers interested in Voluntary Consulting Teacher Support should contact the ATF, the PAR Coordinator, or the Mentor Program Coordinator to apply.)

   f. Communication with the principal consists of an initial contact and sporadic questions about process as needed. The Consulting Teacher does not report on client progress to the principal.
   g. In cases where the teacher has obtained voluntary assistance from the program, it is the prerogative of the teacher to notify the principal that they are receiving voluntary intervention help. Otherwise, support remains confidential.

4. Consulting Teachers
   a. A Consulting Teacher is an experienced Mentor Teacher released part-time or full-time from the classroom. The Consulting Teacher is a professional colleague who provides support for teachers who are on an Intensive Evaluation plan or an Improvement Plan or who are accepted as a volunteer. The Consulting Teacher possesses classroom management and pedagogical strategies and the ability to apply these strategies across various subjects and grade levels. The Consulting Teacher possesses the oral and written communication skills necessary to motivate and support adult learners. Additionally, the Consulting Teacher has the ability to work cooperatively and effectively with other professional staff members.
   b. Consulting Teacher Roles and Responsibilities
      1.) The Consulting Teacher provides non evaluative intensive instructional support to the classroom teacher.
      2.) Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher, and the JGP Panel.
         a.) Consulting Teachers do not evaluate. The principal remains the evaluator and will continue with observations. It is recommended that observations, feedback, and memos occur every two weeks.
         b.) 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.
         c.) Most formal conferences only include the teacher and the principal. Some conferences may involve the principal, the teacher, the Department of Human Resources, and the ATF staff representative.

d.) The Consulting Teacher will report to the JGP Panel on, or near, the target date(s).
e.) The Consulting Teacher maintains confidentiality.
f.) Consulting Teachers who are working with teachers on an alternative calendar or schedule may be asked to flex their time to accommodate their client.
g.) Consulting Teachers have the responsibility for research and development for the intervention program and assist in writing the final program guidelines as directed by the Program Coordinator.
h.) Consulting Teachers will be assigned to work first with teachers who are on a District Intensive Evaluation and then be assigned to work with teachers on a District Improvement Plan or approved volunteers until they reach their intervention limit. It is recommended that:
(1.) Teachers who volunteer receive consultation and visits if PAR has capacity.
(2.) Teachers on a District Improvement Plan receive weekly consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Improvement Plan.

c. Teachers on a District Intensive Evaluation receive additional consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Intensive Improvement Plan.
1.) Consulting Teachers who do not have a full intervention load will assist with the Mentoring Program by contributing their expertise and experience.
a.) Responsibilities may include, but are not limited to, the following as directed by the Mentor or PAR Coordinator:
(1.) Participate in interviews for new Mentors.
(2.) Review logs and observation forms from Mentors.
(3.) Outreach in schools.
(4.) Data entry and oversight of Mentor documentation.
(5.) Help track Mentor and Beginning Teachers.
(6.) Mediate conflicts between a Mentor and a Beginning Teacher.
(7.) Assist in developing and implementing the professional development for the monthly Mentor teacher meetings.

d. Consulting Teachers may mentor Beginning Teachers who are not yet assigned by the first or third quarter of the school year.
1.) Consulting Teachers who teach part-time and are assigned a Beginning Teacher at their school site will complete their Mentoring effectively within the days they are there and are entitled to the $2,000.00 Mentoring differential if the mentoring takes place during the time assigned at the school. This differential is based on the same assumption that the time required to work effectively as a Mentor usually extends beyond the duty day.
a.) Consulting Teachers who teach part time and are assigned to work with a Beginning Teacher at another site during the time released for Consulting Teacher work will earn a differential of $500.00 per Beginning Teacher for the time it takes to effectively mentor and keep up with the duties as described above, if the mentoring takes place during the time assigned as a Consulting Teacher.
b.) Consulting Teachers who are released from the classroom to work as a Consulting Teacher will not receive a differential for working with Beginning Teachers.

c.) The Mentor expectations for the Consulting Teachers are the same as those for other Mentors except attendance at Mentor meetings is not required.
d.) Consulting Teachers may assist in the interviewing and selection of Mentors and Consulting Teachers.
e.) Consulting Teachers will serve no more than three (3) years unless a fourth (4th) year is mutually agreed to by APS, ATF, and the Consulting Teacher.
f.) Termination from the position may be at the request of either the Consulting Teacher or based on performance as determined by the supervisor.

5. PAR Process
1. APS and ATF will present jointly to principals at a designated time at the beginning of each school year. The presentation will include, but not be limited to:
a. An overview of the PAR Program.
b. Data about the program.
c. The process for placing teachers on a District Improvement or an Intensive Evaluation Plan including the Evaluator's responsibilities in the PAR process prior to placing an employee on an Improvement Plan are as follows:
1.) Evaluator identifies a pattern of concern(s) in the teacher's performance. Concerns regarding the teacher's performance may come about as a result of formal observations, walkthroughs, drop –ins, or other evidence of teaching problems.
2.) Evaluator confirms the pattern with evidence from a formal observation.
3.) Evaluator converses with teacher to notify them of the concern(s).
a.) The evaluator addresses the specific concern(s) with the teacher verbally or in writing if already addressed verbally.
b.) The evaluator advises the teacher that communication about the concern(s) will continue and a follow-up discussion is scheduled in a specified time frame.
c.) The evaluator provides targeted assistance to the teacher and documents the assistance provided.
d.) If there is insufficient improvement, the evaluator, and the teacher will meet to review the documentation (meetings, memos, concerns, observations, etc.). If appropriate, the evaluator will inform the teacher that a District Improvement Plan will be written. Then, a meeting with the teacher, evaluator, a representative from the Albuquerque Teachers Federation, and a Department of Human Resources Representative is scheduled.
e.) The concerns, evidence, expectations, support, improvement plan, and a target date for improvement will be reviewed at this meeting.
f.) Once the teacher is placed on an improvement or intensive evaluation plan, a Consulting Teacher will be assigned if there is space available in the PAR Program.
2. Implementation of Employee Improvement or Intensive Evaluation Plan
a. Support provided by the Consulting Teacher through the PAR Program is not optional for employees on District Improvement or Intensive Evaluation Plans.
b. The evaluator will continue to make regular classroom observations and provide summary memoranda (feedback) as to what has been observed. The memos will include suggestions and reminders if the teacher is or isn't making expected progress.

Walk-through visits are not evaluative and thus are in addition to the regular classroom observations noted above.

c. Prior to meeting with the teacher, the Improvement or Intensive Evaluation Plan will be drafted. Specific concerns and expectations will be identified in the plan.

d. PAR support will be provided to a teacher at the beginning of an Improvement Plan unless the program does not have the capacity to provide assistance. The PAR Coordinator will work with the evaluator, APS Department of Human Resources, and ATF to confirm that the PAR program is the appropriate support for each situation.

e. At the first meeting between the principal, APS Department of Human Resources, the ATF representative, and the teacher, the Improvement Plan will be discussed, revised if necessary, and signed.

1.) Once signed, the Improvement Plan will be sent to the PAR Coordinator.

2.) The Consulting Teacher is assigned and the responsibility for coordinating and providing support is shifted from the school site to the Consulting Teacher.

3.) The teacher will be advised of the support provided through the PAR process and informed of the role of the Consulting Teacher. The Consulting Teacher shall facilitate communication between the principal and the teacher regarding details relating to the elements the Improvement Plan.

a.) The teacher is responsible for meeting with their assigned Consulting Teacher.

b.) If Competency 9 (*The teacher works productively with colleagues, parents, and community members*.) is the only competency of concern, then support will not be provided through the PAR Process.

c.) Once a teacher is placed on an Improvement Plan to address Competency 9, a meeting will be scheduled with the teacher, principal, and an ATF representative to discuss options other than PAR for providing support regarding Competency 9.

4.) A target date for the Improvement or Intensive Evaluation plan shall be established.

5.) At each target date for an Improvement or Intensive Evaluation plan:

a.) The Consulting Teacher and Principal will meet with the JGP Panel to review all summary memos and a synopsis of their evaluation, observations, and debriefings based on the improvement plan. A JGP Panel form will be provided to the principal by the Department of Human Resources. A determination, based on the JGP panel's recommendations, will be made. The Panel can recommend one of the following:

(1.) Intervention be discontinued and employment continues: the teacher met the expectations of the Improvement Plan and is no longer on Improvement or Intensive Evaluation.

(2.) Intervention be continued or intensified for a specified amount of time.

(3.) The employee be discharged/not renewed.

b.) A meeting will be held with the teacher, principal, the Department of Human Resources, and an ATF staff representative to notify the teacher that they did or did not meet the expectations of the Improvement Plan by the target date if the amount of support increases, or the recommendation is discharged or not renewed.

6.) It is the principal's responsibility to communicate the decision to the teacher in a summary letter as soon as five (5) but no later than ten (10) working days.

7.) The statutory process for termination/discharge will be followed.

Article 10, ESSENTIAL AND RELATED SERVICE SUPPORT EDUCATORS (E&RSE)

A. E&RSE include employees in the following role groups
   1. Counselors
   2. Nurses
   3. Social Workers
   4. Interpreters
   5. Audiologist
   6. Speech Language Pathologist
   7. Occupational Therapist
   8. Physical Therapist
   9. Diagnosticians
   10. School Psychologist
   11. Transition Specialist/Rehabilitation Counselors
   12. Athletic Trainers
   13. BCBAs

B. New Hire salary placement

   1. Salary placement will be based on PED licensure and degrees as specified below in 10.C.
   2. Credit within each salary matrix shall be given for all years of qualified experience in a licensed educational role
   3. One year of qualified experience is designated as at least five hundred seventy (570) hours of verifiable experience.
      a. ADN nurses, Certified Therapist Assistants (COTAs), and Physical Therapy Assistants are paid on the TAN Schedule which is ninety (90) percent of the appropriate column of salary matrix.

C. Advancement in pay matrices

   1. Advancement from Level 1 to Level 2 is based on the following:
      a. Years of experience
      b. Successful yearly evaluations
      c. PED licensure level
   2. Advancement from Level 2 to Level 3 is based on the following:
      a. Years of experience
      b. Successful yearly evaluations
      c. PED Licensure level
      d. A masters' degree
   3. Advancement requires a minimum of three (3) years of experience at each level.
      a. Three (3) year is defined as at least one hundred sixty (160) days of work in a year of the equivalent of four hundred eighty (480) days over three (3) years.
      b. ADN and LPN nurses, Certified Occupational Therapist Assistants (COTAs), and Physical Therapist Assistants (PTAs) eligible to advance to Level 2 based on:
         1.) Three (3) years of experience at Level 1.
         2.) Successful yearly evaluations

D. Movement between role groups
    1. 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.
        a. E&RSE employees who are qualified and interested in moving to the New Mexico Teacher 3-Tiered Licensure System and teachers who are qualified and interested in moving to an E&RSE role may do so without reduction in correct compensation level.
            1.) Although the employee's current salary will be held harmless, employees in a new role group will be responsible for all the terms and conditions of the New Mexico 3-Tiered Licensure system for that role and must advance in the state system to the commensurate level of compensation within eight (8) years.
            2.) These rights also apply to educators new to APS with out-of-district experience.

E. Reciprocity
    1. Essential and Related Service personnel with verified experience in private sector work as a licensed practitioner in the same role group will count toward salary placement. For example, if the employee has six (6) completed years of related experience and the appropriate credentials, they will be placed at Level 3, step 7. If the employee has three (3) completed years of out of district experience, they will be placed at Level 2, Step 4. If the employee has fewer than three (3) years of directly related experience, they will be placed at Level 1 and the step will correspond with their completed years in that field.
    2. Employees receiving reciprocity for salary placement based on private sector experience, employees will be responsible for all the terms and conditions of the New Mexico 3-tiered compensation level of compensation within eight (8) years.
        a. To receive reciprocity employees must provide verification of licensed experience by September 15 to the Department of Human Resources.
    b. Essential and Related Service 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.
    c. Nurses will be granted credit for positions that require professional licensure as a nurse (LPN, RN, and PN).

F. Verifiable Experience
    1. For Counselors, Nurses, Social Workers, Interpreters, Audiologist, Speech Language Pathologist, Occupational Therapist, Physical Therapist, and Athletic Trainers one year of qualified experience is designed as at least five hundred seventy (570) hours of verifiable experience.
    2. For educational diagnosticians, transition specialist, licensed school psychologist, and BCBAs one year of qualified experience is designated as at least six hundred (600) hours of verifiable experience (W-2 forms are acceptable verification of experience).
        a. Days or hours of experience in different school years may be totaled for experience.
    3. Verification forms must be submitted with documents for employment.

G. E&RSE Reimbursements & Certification Differentials
    1. E&RSE shall be reimbursed up to:
        a. $200.00 a year for professional association fees.
        b. $200.00 for licensure fees.
        c. $500.00 per year for professional development/CEUs.
            1.) Reimbursement for subscription access to CEU courses must also be accompanied with verification of completed courses and/or CEUs earned from that subscription.

2. Differential pay in the amount of $1,300.00 shall be offered to E&RSE servicing students on a verifiable caseload in the following District Programs:
    a. Intensive Global Support 1 (IGS1)
    b. Intensive Global Support 2 (IGS2)
    c. Social Communication Support (SCS2 or SCS3)
    d. Social Emotional Support 1 (SES1)
    e. Social Emotional Support 2 (SES2)
        1.) Educators must submit the Differential Eligibility Form for the occasional loss of lunch and preparation due to servicing students in the above programs.
3. A credential differential of $1000.00 shall be paid for additional relevant professional certifications and endorsements to E&RSE staff and Community School Coordinators.
    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. Educators may submit up to ten (10) of these differentials annually.
    c. Items submitted for reimbursement may not also be submitted for certification differential.
4. Annual Certification Review Process
    a. Federation Representatives from all the constituency groups will be invited to meet at the end of April to update/refine the certification criteria for the following year.
    b. Federation Representatives from all the constituency groups will be invited to meet at the end of May to review the certifications and develop the "Annual List of Approved Certifications" for the following year, based on survey information (if necessary).
    c. Forms (with directions and submission deadlines) and the "Annual List of Approved Certifications" will be posted on the ATF website https://atfunion.org,
    d. Federation Representatives will be invited to meet with a representative of ATF and APS after the fall and spring submission periods to review and process the applications.
5. Criteria for Certification Differentials
    a. Enhances skills for your professional role in the educational setting.
    b. Training provided by a credentialed professional or through a specialized business providing education and certification opportunities in the field of the presented material.
    c. Minimum of 6 hours of coursework that culminates in either an exam or an assessed presentation of skills learned. You must be able to provide a certificate of completion or a copy of passing test results.
    d. Some certificates may last for multiple years and therefore will be paid out one time per year until the certificate expires.
    e. Some certifications do not expire and therefore will be paid out one time per year until they no longer meet the rubric criteria.
6. Speech and Language Pathologist (SLP) and SLP evaluators who possess a current Bilingual; or ESL endorsement shall receive a differential of $500.00 effective the beginning of the school year. (Note, this may change if we agree the add bilingual Evaluators)
    a. Credential Compensation for Speech and Language Therapist (SLP) and SLP Evaluators
        1.) Additional $2,500.00 for TESOL endorsement.
        2.) Additional $5,000.00 for Bilingual Endorsement.
        3.) Additional $5,500.00 for both TESOL and Bilingual Endorsements.

H. ADN & LPN Hiring Practices
1. Hiring of Associate Degree Nurses (ADN)
    a. The parties recognize that while the hiring of a BSN-prepared nurse is a current requirement and would always be the preferred option, the district has been unable to fill all current nursing positions and has had to utilize agency nurses, some of whom are ADN nurses. The parties further recognize that agency nurses are expensive to employ.
    b. Given that ADNs hold the same nursing license from the New Mexico Board of Nursing and that they take the NCLEX exam and must pass the exam to be called a Registered Nurse, they

are held to the same Standards of Care and hold the same liability as a BSN-prepared nurse. The significant difference between the ADN and BSN is that the BSN has completed a four-year degree and the ADN has two to three years of college hours.

c. Given these facts, the parties agree to the following stipulations that would make hiring ADN nurses permissible:
    1.) ADN nurses with at least three years of nursing experience may be hired provided that they are actively pursuing a bachelor's degree in nursing.
    2.) ADN nurses shall be given two years to complete their degree. If, due to unforeseen circumstances, more than two years are needed to complete the degree requirements, individuals would need to apply for an extension, this would be approved on a case-by-case basis.
    3.) ADN nurses with three years of nursing experience may enter at 90 percent of Level II pay.
    4.) Upon completing a BSN, the employee will be moved the following year to 100 percent of the appropriate step of Level 2.
    5.) The expectation for those ADN nurses entering under these conditions would be that they are performing at, and are evaluated based on, Level II competencies.

2. Hiring Licensed Practical Nurses (LPN)
    a. LPNs are licensed to specifically practice under the direction of an RN
        1.) The New Mexico School Health Manual (page 9) states, "The principle role of the school Licensed Practical Nurse (LPN) is to assist the licensed school nurse with the implementation of the school health program by providing practical nursing care for students in the health room and by meeting the complex needs of medically fragile/severely disabled students."
        2.) The LPN must be supervised by the RN school nurse.
        3.) LPNs are assigned in schools with a high enough acuity to require more than one nurse.

I. Athletic Trainers

1. An Athletic Trainer with a teaching license, who is eligible to advance in the teacher licensure system may only do so in the 3-Tiered Teacher Licensure system and as such must submit and pass a professional development dossier (PDD).
    a. An Athletic Trainer will continue at their current level and step, or advance to a higher level and step, based on verifiable years of experience. Starting in 2016-2017, verifiable years of service outside of APS shall count towards step and level within APS.
    b. An Athletic Trainer who does not possess a teaching license may advance based on:
        1.) Three (3) years of experience at Level 1
        2.) Successful yearly evaluations.
    c. An Athletic Trainer who has a teaching license, but no longer requires that license to complete job responsibilities, may choose to advance using either the state dossier system or as stated above in Section C above.
    a. The Athletic Trainer (AT) position is a full-time equivalent consisting of a 6.5-hour duty day,
    b. All Athletic Trainers will be allocated a 1.0 to fulfill their athletic training duties. Additional class assignments within the duty day shall be subject to the approval of the Principal and the Zone Associate Superintendent for a .2 extended contract.

2. Athletic Trainers will receive a differential of $7,092.00
    a. The differential is intended to compensate for additional related duties outside of the 6.5 hour duty day including but not limited to:
        1.) Assignments that begin prior to the start of the school year.

Athletic Trainer Duty Day Form

Athletic Trainer:
(please print)

Principal:
(please print)

High school:
(please print)
Location Code:

Whereas, it is stated in the 2019-2020 APS/ATF Negotiated Agreement, Appendix J,19 "Memorandum of Understanding: Athletic Trainers":

1. The Athletic Trainer (AT) position is a full-time equivalent consisting of a 6.5hr duty day.
   a. The duty day may vary from a continuous period of time by mutual agreement between the administrator(s) and the Athletic Trainer.
   b. The duty day may be flexed based on a consensus agreement between the school's administrator(s), and the Athletic Trainer.
2. All Athletic Trainers will have a minimum of a .8 Athletic Trainer position and a maximum of a .2 teaching position. ATs can be assigned to teach one (1) class. Additional class assignments within the duty day shall be subject to the approval of the Principal and the Zone Associate Superintendent.

In mutual agreement of the Athletic Trainer and Principal, the AT duty day will be as follows:
Start time:
End time:

All standard teaching and AT duties will fall within this time period. Additional AT duties, qualified in the Sports Medicine Handbook, are compensated via the AT differential.

_____ _____ _____
(Principal signature) (Athletic Trainer signature) (Date)

2.) Weekday evenings, Saturdays, and other time periods as specified in the APS Athletic Handbook.

3.) Athletic Trainers shall be reimbursed up to $500.00 for CEU's necessary to keep their license.

Article 11, SPECIAL EDUCATION

A. Conditions of Professional Service

1. Employment
   a. All existing and newly hired 1-A licensed special education teachers will be obligated to participate in twelve (12) hours of APS provided professional development.
   b. Twelve (12) hours of professional development, provided outside of the regular duty day, is a condition of employment during both the first and second years for all 1-A licensed special education teachers in APS.
   c. Starting in the 2014-2015 school year, all newly hired Special Education and 1-A special education teachers who are assigned to teach in an Intensive Global Support 1 (IGS1),

Intensive Global Support 2 (IGS2), Social Communication Support (SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) classroom (self-contained or full-day as defined by the district Special Education Department) are required to attend three (3) days of training prior to the beginning of school.

1) For current special education employees assigned to teach in the programs previously listed, attendance for the training is optional.
    a) Compensation for the training will be at the employee's daily rate of pay.

d. For educational diagnosticians, social workers, transition specialists and licensed school psychologists, one year of qualified experience is designated as at least) six hundred (600) hours of verifiable experience (W-2 forms are acceptable verification of experience).
    1) Days or hours of experience in different school years may be totaled for experience.
    2) Educational diagnosticians and licensed school psychologists shall be given all their in-district experience in either job classification on each other's salary matrix.
    3) Audiologists and Physical Therapists with clinical doctorates as an entry-level credential will be placed on the A-3 salary matrix working a one hundred and ninety four (194) day year, six and one-half (6.5) hour day.

e. Board-Certified Behavior Analysts (BCBA) will be placed on salary matrix A-3.
    1) The job description for a Board-Certified Behavior Analysts will include, but not be limited to:
        a) Supervise the work of behavior therapist; and
        b) Provide feedback to behavior therapists in order to modify academic and behavior programs best meet student needs.

2. School Year
    a. For employees on the A-1, A-2 and A-3 salary matrices, the work year shall consist of one hundred eighty-four (184) workdays. Employees on the

3. Duty Day
    a. The duty day for employees on the A-3 salary matrices shall consist of six and one-half (6 ½) hours excluding a lunch period. The duty day shall be a continuous period of time.

4. Special Education Teacher Preparation Time
    a. The parties have a mutual interest in ensuring that special education teachers receive sufficient preparation and planning time.
    b. The parties agree to the following:
        1) Before the beginning of each school year, secondary schools will submit a plan detailing how preparation periods/times are scheduled. If preparation time is scheduled for teachers through coverage by nonlicensed employees, the lesson or activity should be associated with the class curriculum or students' IEPs.
        2) Teachers shall not be required to send students to another teacher (who has a class of students) in to get their preparation period.
        3) Each elementary school shall strive to equalize the amount of preparation time general and special education teachers receive. Each elementary school shall submit a plan detailing how it has tried to equalize the amount of preparation time general and special education teachers receive.
        4) The establishment of a joint panel to make determinations or offer recommendations about conflicts or problems associated with issues related to this memorandum of understanding and any future agreements related to the topic of special education preparation time.
    c. The parties agree to discuss and attempt to reach conceptual agreements on the following issues prior to the start of 2012-13 negotiations:
        1) Ways in which special education licensed personnel can be assigned to school sites (either one school site or, if funding is not available, multiple sites) to free up time

for preparation and planning for teachers. Increasing licensed personnel would allow teachers to get preparation time and ensure that students receive instruction from a licensed teacher.

2) Assuring that scheduled recess times at elementary schools designated as preparation time include all special education teachers.

d. The parties agree to jointly research the financial impact of creating elementary school schedules that allow for meaningful and educational activities or lessons to be conducted by an educational assistant during specials and physical education instruction.

5. Cameras in Special Education District Program Classrooms
   a. Cameras in the classroom may not be in use for any reason without the express written consent of the educator(s) assigned to that classroom.
      1) Consent must be obtained on a yearly basis in writing.
   b. The video and/or audio from the camera may only be used in defense of the educator in legal/employment matters unless the employee acted fraudulently or with actual intentional malice causing the bodily injury, wrongful death or property damage resulting in the settlement or final judgment.
   c. The recordings shall not be used in any way for instructor evaluations or observations and shall only otherwise be disclosed in accordance with and as required by law.
   d. Only the School Police Department and the designated school administrator may have access to the live feed or the recordings and will only disclose recordings in accordance with and as required by applicable law.

B. Remuneration and Professional Services

1. Differentials

   a. Each Special Education Head Teacher at the High School, Middle School, and Elementary levels differentials shall be based on the size of the team (department) as follows:
      1) Teams with 4-15 members —$2,800.00
      2) Teams with 16 or more members —$3,100.00
   b. Teachers who teach in Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) classes shall be paid five one-hundredths (.05) of the individual teacher's contracted salary. Compensation is being provided in recognition of occasional preparation time and lunch periods that are lost due to the unique nature of these classrooms.
   c. 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 Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) teachers.
      1) The additional .05 compensation shall be the only compensation provided for all lost preparation periods or lunches. If individual teachers or schools are experiencing a high number of incidents involving lost preparation time and lunch periods, teachers shall notify the principal in writing when the preparation time or lunch time is lost, and the parties agree to address each individual situation with the teachers and schools involved.

a) Should additional pay be required for lost preparation or lunchtime, it will be paid on time sheets from school funds. If school funding is unavailable, the principal will contact the Department of Human Resources.
b) 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.

d. Intensive Global Support 1 (IGS1) and Intensive Global Support 2 (IGS2) within special education classrooms shall be provided one (1) differential of $1,517.00 for the coordination of the extramural Special Olympics.
e. BCBAs will receive a $2,000.00 credential differential.
1.) Educators with a Board Certified Behavior Analyst (BCBA) Certificate employed in positions other than a BCBA shall receive a differential of $1000.00 effective the beginning of the school year.
2.) Every effort shall be made to include A-2 employees in IEPs.

2. Head Special Education Teacher
a. Special Education Head Teachers at the High School, Middle School, and Elementary levels responsibilities include to:
1) Assist in the development and management of a Master Calendar for IEPs and METs at school sites. If possible,
a) Use Microsoft® Outlook® calendar.
b) Combine annual IEPs and METs to reduce number of meetings.
2) Ensure that Sponsor Teachers understand it is their responsibility to create FBAs and BIPs if needed.
3) Arrange for IEP coverage for teachers in conjunction with the Administration.
4) Collaborate with the diagnostician on the scheduling of METs.
5) In collaboration with sponsor teacher, facilitate, write, and/or act as Local Educational Agency (LEA) representative/principal-designee at IEPs.
6) Coordinate with sponsor teachers and facilitate the submission of REEDs.
7) Schedule, plan, and chair school-based Special Education Department meetings.
8) Disseminate information to the school's special education staff.
9) Provide assistance regarding special education laws, policies, and procedures.
10) Coordinate resources/curriculum adoption and material ordering for the department.
11) Assist members of the department, by coordinating with school administration, technology support personnel and IEP specialist for technology, support regarding all special education computer software needs. (Synergy, Microsoft® Outlook®, etc.).
12) Communicate with feeder schools regarding current classes/services to determine appropriate programming needs for progression to the next school level.
13) Assist in the development of the special education portion of the school's master schedule.
14) Create a system for the scheduling of individual special education students according to their IEPs.
15) Ensure that all relevant and required IEP documents are delivered to Special Education Records or uploaded into Synergy.
16) Coordinate with sponsor teachers and facilitate the submission of ESY paperwork.
17) Complete and submit transportation forms for any student who may not yet have a sponsor teacher.
18) Update, coordinate, and distribute class lists to Special Education staff.
19) Communicate with related service providers prior to the first day of school regarding their student class lists.

20) Assist the diagnostician with the compilation of out-of-district/state student transfer information.
21) Communicate with sped.data@aps.edu to ensure accuracy of class lists.
22) As new students enter throughout the school year, inform relevant related service providers of the services listed in the IEP.
23) Contact the District Special Education Department when considering placement of a student in an Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) classroom.
24) Attend District Special Education Department sponsored meetings and trainings.

b. The District will provide a substitute for Head Special Education Teachers with classroom teaching duties.
c. Election/Selection Procedure for Head Special Education Teacher
    1) Head Special Education Teachers must have a minimum of a Level II license.
    2) To elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX L of the Negotiated Agreement.
    3) 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) Head Teacher 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 the principal who shall choose a Head Teacher from that list.
    4) Term of Office
        a) Head Teachers 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.
d. The District and the Federation agree that, as funds become available, the position of Head Special Education teacher at each school site will transition from an elected position to an allocated FTE. If the position of Head Special Education Teacher comes with an allocation, then principals may hire specifically for that position. It will be a requirement of the job to attend Special Education Department sponsored meetings and trainings scheduled specifically for this role group.
    1) The parties further agree that priority consideration for FTE allocations will be given to schools with either:
        a) The greatest number of special education programs or;
        b) A large number of programs serving Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) students and,
        c) Based on release time available for the Head Teacher to perform their duties as determined by the school's special education department and the principal.
    2) The transition from an elected position to an allocated FTE will be:
        a) At the end of the elected term or during a vacancy and
        b) By mutual agreement between ATF and APS
e. 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 support principal for support and training assistance.
3) If, after support is provided, and the concern persists, a meeting will be scheduled with the Head Teacher. Attendees at the meeting will include the Head Teacher, the support principal, the site principal, and a representative from ATF, if requested. Termination of the teacher leader's position also may be determined at this time.
4) The Head Special Education Teacher Rubric will serve as the evaluation tool to be used for both the members of the department and the principal in charge of special education at the site to provide feedback.

C. Leadership Councils

1. APS and ATF recognize the following Leadership Councils:
   a. Nurses
   b. Counselors
   c. Social Workers
   d. Speech and Language Therapists
   e. Transition Specialists/Rehabilitation Counselors
   f. Evaluators (Diagnosticians, School Psychologist, SLP and OT Evaluators)
   g. Special Education Department Head Teachers
   h. Motor Therapist (OT, PT, OMS, APF)
   i. Low Incidence Groups (VI itinerants, HI itinerants, Audiologist, OMS)
   j. Signed Language Interpreters
   k. IEP Specialist
2. These councils will operate as role group instructional councils and operate in accordance with Article 7 of this agreement.

D. Evaluation Procedures

1. The school principal(s) and the district administrator responsible for the role group shall collaborate on the evaluations of transition specialists. The Special Education Department Administrative staff shall evaluate educational diagnosticians and school psychologists.

E. Assignment and Transfers

E. Assignment and Transfers and Vacancies

1. Vacancies in Essential & Related Service Positions
   a. If a Special Education Related Services position becomes vacant, the provisions under Article 17.D ("Vacancies in Non-classroom Positions") shall commence.
      1) Once the position(s) for related service personnel is/are posted on the APS Special Education website, employees may apply for a voluntary transfer.
      2) All efforts shall be made for the creation of 1.0 FTE combinations within proximity of existing vacant positions or through mutual agreement with RSP personnel.
      3) The individual site and the corresponding program, according to FTE needs or combinations thereof, shall offer allocated positions.

4) If two (2) or more qualified candidates have submitted requests for the same vacancy, preference will be given to the most senior employee based on their date of hire.
5) Vacancies shall be defined as indefinitely open positions.

2. Vacancies in Special Education Teacher Positions

a. Overload Compensation

1.) Additional compensation will be paid for services and responsibilities related to student IEPs of those students assigned to the teacher's caseload, if the caseload exceeds the teacher's contract, including any extensions for teaching during a prep period.
   a) Teachers receiving this additional compensation are entitled to minimum preparation minutes per week as per Article 5, E., unless the teacher has agreed to teach during their preparation time.
   b) A teacher may choose to stay at their original employment contract and a caseload that does not exceed that contract.
   c) Teachers will be notified of the temporary nature of this additional compensation. If, and when, vacancies are filled, caseload and pay will be adjusted.
   d) Starting in the 2022/2023 school year, caseload compensation will be reflected in an "overload" category on the pay stubs of those employees receiving this pay.

2.) The District will base additional compensation on caseloads as recorded in Synergy on official count dates (40th day, 80th day, 120th day, EOY).
   a) Overload compensation is for services to students required by the IEP and related work.
   b) Release Head Teachers are eligible for overload compensation for any caseload assigned to them, up to a .99 caseload.
   c) Release Head Teachers may not carry more than .99 worth of student caseload.

3.) At each of the official count dates listed above, the Special Education Department will calculate each employee's excess caseloads using the Synergy FTE report run at 4:30 p.m. on the count day for active students.
   a) Excess Class FTE is defined as the difference between a teachers' class FTE and the teachers' employment contract. This includes any extensions for teaching an additional class during the teacher's preparation time.
   b) A teacher who has received a .2 extended contract for teaching an additional class during their preparation period shall remain eligible for additional compensation, beyond their 1.2 extended contract, for additional special education caseload assigned to them due to vacancy by mutual agreement.
   c) The excess caseload FTE will be multiplied by 299 (the number of hours per quarter in a teaching contract – 1196/4), multiplied by the individual teachers' hourly rate.
      1.) Payments will be submitted after each count date.
      2.) Payments will not be impacted by substitute teachers employed at the school.
      3.) Teachers will not be required to submit paperwork for the extra compensation. It will be paid automatically when an overage exists.

4.) The PED does not approve waivers for caseloads of 2.0 or higher. Therefore, overload payments will be capped for classroom teachers carrying a caseload over 1.99 FTE.

4.) Concerns about balanced caseloads, an overage that is not reflected on a counter date, or a shortage of staff necessary to address all needs should contact the Federation or Human Resources.
   a) It shall be the responsibility of the APS Special Education Department in conjunction with site administration to ensure caseloads do not exceed the aforementioned caps for classroom teachers and release head teachers.
   b) Both release head teachers and classroom teacher shall be entitled to all overload compensation if the caps are exceeded and adjustment are not made in a timely manner.

5.) Vacancies will remain posted until filled. Once filled, the respective caseload and compensation will revert to their original state.

6.) Issues will be reported by teachers to the Federation. Issues will be reported by school administrators to the Special Education administration.

7.) ATF and APS agree to investigate further possibilities of creating a similar pay system for general education teachers who take on additional duties/responsibilities due to vacancies.

8.) During the 2019-2020 school year, SLP and Social Worker caseload overages will be discussed at Contract Administration Committee.

b. Curricular Needs
   a. Peer-reviewed research and evidence-based programs and other professional credentials in relation to program need and the identification of involuntary transfers.
      1.) Because the District has an interest in having a special education teacher/provider at each site trained in peer-reviewed research and evidence-based programs, the Federation and the District agree:
         a) If there is a reduction in the special education teaching staff at a school, and the employee who is trained in evidence-based programs 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 peer-reviewed research and evidence-based programs.
         c) 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 a.1 and a.2 above.

F. Special Education Continuum of Service Delivery Options

1. As the Albuquerque Public Schools (APS) and the Albuquerque Teachers Federation (ATF) seek to continue providing quality services, 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.
   a. The Individuals with Disabilities Education Act (IDEA) requires that a school provide a continuum of service delivery options to meet the varied individual needs of students who are eligible to receive special education services. Such a continuum could include the following:
      1) Full participation in the general education class—the student pursues the same objectives within the same activities

2) Multilevel instruction—students attend the general classroom but pursue different objectives at multiple levels based on individual need
3) 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
4) Alternative participation—students pursue alternative activities if the general education class does not address student needs through strategies described above
5) Participation in general education classes and alternative special settings
6) Self-contained special education services

b. Some models of service delivery within this continuum are part of an overarching strategy called "co-teaching" and include:
1) Supportive Teaching— one teacher presents content, another provides enrichment
2) Parallel Teaching—teachers sometimes work in separate groups in the classroom
3) Complementary Teaching—certain learning strategies within the context of a content lesson
4) Team Teaching—both teachers share the whole class instruction; lessons can be divided and there may be simultaneous instruction
5) The intent of the IDEA is to serve all children within the general education setting (whenever appropriate) with the use of supplemental aids and services. Removal from general education should occur only after the IEP Team can justify that the student's needs cannot be satisfactorily met in the general education setting, even with supplemental aids and services. The District and the Federation support all schools in their endeavors to achieve the least restrictive environment for each student.

G. Definitions

1. Often, the differing interpretations of terms are so varied that meaningful dialogue becomes hampered. The following definitions are offered to develop a common vocabulary. The following terms have a basis in state and federal regulations.
   a. Special Education: The 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."
   b. Least Restrictive Environment: A term referred to in IDEA that requires:
      1) 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.
   c. 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 programs and services in an integrated setting. It is a belief that each individual is valued and belongs to the school and the surrounding community.

H. Special Considerations and Suggestions

1. The following considerations and suggestions are provided to assist schools in structuring services to meet special education students' individual needs:
   a. 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.

b. 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.
c. 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 their current educational setting to a restrictive environment within the continuum of services.
d. The commitment to educate a student with disabilities in the general education classroom setting should continue to the degree that it is consistent with meeting the specific needs of that student.

I. Summary

1. 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 participation in the general education setting, a variety of other settings may be considered with the least restrictive educational setting identified as a guiding principle.
2. 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 percent 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 classroom to meet the needs of a low incidence population of students.

Article 12, PROFESSIONAL DEVELOPMENT

A. The Board and Federation recognize that they have a basic responsibility to provide opportunities for the development of those entering the education profession and the continual improvement of educator in the District.
B. 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.
C. Schools may be granted upon request the use of a regular school day for the purpose of inservice 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.
D. 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 $25.00 per hour. Participation for such days shall be voluntary.

Article 13, EVALUATION PROCEDURES

A. Educator evaluation serves multiple purposes. These include improving the overall quality of the educator workforce by identifying and building on individual strengths, identifying quality instructional practices that improve student learning, providing support and feedback to educators, and ensuring valid employment decisions. Both principals and educators have roles and responsibilities within the evaluation process.

1. Evaluation of educators 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 and School Psychologist.
3. The Nursing Services Department Administrative staff shall evaluate School Nurses. The NM Board of Nursing Nurse Practice Act requires that nurses be supervised and evaluated by a nurse, a dentist, or a physician. Therefore, supervision of School Nurses is shared by the school principal and the Senior Director of Nursing. The Senior Director of Nursing evaluates nurse compliance with standards of nursing practice, while the school principal evaluates attendance, interaction with school colleagues, and similar administrative areas.
4. Principals may be assisted in their evaluation by other District administrators.
5. Employees assigned to two (2) or more schools will be evaluated collaboratively by the principals and/or District administrators.
6. Special Education employees at three (3) or more sites are evaluated by department administrators.

B. Frequency of Evaluation
1. Educators will be evaluated each year of service as an educator 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 educator and their supervisor and meet the requirements of the Public Education Department regulations. A PDP will be required of educators every year. PDPs may be written to extend over three years but must be initialed yearly. Information regarding the PDP will be shared with the educator within forty (40) workdays after the beginning of the school year.
3. Educators will be formally observed whenever there is a concern regarding performance.
4. Walk-through observations are unscheduled and unlimited.
5. Educators may request to be observed at any time.

C. Observation Process
1. All monitoring or observation of the work performance of an educator will be conducted openly and with full knowledge of the educator.
2. Prior to a scheduled observation, the educator may request that the administrator return at another time. If the request cannot be honored, the educator may place a statement to that effect with the observation form.
    a. Educators have the right to request an alternative observer from the District for one of the two formal observations. The request for an alternative observer shall not be unreasonably denied.
3. There will be a minimum of one (1) pre-observation conference, observation and post-observation conference during each school year the educator is being observed. Within four (4) weeks of the pre-observation conference, an observation and a post-observation conference will be held. The post-observation conference with written feedback will occur within five (5) calendar days of the scheduled observation(s).
4. Written feedback will be finalized and provided within ten (10) calendar days after the conference.
5. An educator may request a post-observation conference at any time.
6. All observations will be documented, reviewed, and signed by the evaluator and the educator. If additional observations have occurred and have been documented, the educator shall receive copies of such documentation.
7. Prior to the last day of the school year, the principal and the educator shall review, complete and sign the appropriate documentation to complete the observation cycle. The educator 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 educator's personnel file. The educator's signature shall constitute acknowledgment that the educator has read and understood the observation report.

D. If an educator who has signed three (3) consecutive full year contracts with the District exhibits unsatisfactory performance, the following due process procedures shall apply:
    1. The principal will informally discuss with the educator the unsatisfactory performance and the changes necessary to improve.
    2. If the unsatisfactory performance continues, the principal will meet with the educator to discuss the unsatisfactory performance, recommendations for assistance to the educator, and timelines for the necessary changes in performance.
    3. If the unsatisfactory performance continues, the principal will make a written recommendation to the Superintendent to initiate the Intensive Evaluation process outlined below.
    4. If the Superintendent approves the recommendation, the principal will send a letter notifying the educator of the decision and will meet with the educator to discuss the following:
        a. the unsatisfactory performance;
        b. recommendations for change in performance;
        c. timelines 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 process;
        h. inform the employee of the mandatory right and requirement to go through the PAR process if there is an available Consulting Educator to work with the employee exhibiting unsatisfactory performance.

    See Article 9 D5

    5. The District will follow the Public Education Department regulations governing uncorrected unsatisfactory work performance in relation to the discharge or termination of educators due to uncorrected unsatisfactory work.
    6. All reports and documents relative to the Intensive Evaluation process will be reviewed, signed, and dated by the principal and educator 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 educator's personnel file. The educator will receive copies.
    7. If the situation is resolved within the established timelines, a letter to that effect will be sent to the educator from the principal with a copy placed in the personnel file.
    8. If the situation is not resolved within the established timelines, a case review will be conducted by the principal and other appropriate administrators to make recommendations to the Department of Human Resources for administrative action.

Article 14, PERSONNEL FILES

A. There shall be one (1) file for each educator which shall be maintained in the Department of Human Resources. Except for files provided in Article 26, 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 educator.

2. Except as provided in 1. above, materials in school or District files shall be subject to inspection by the educator.

B. Administrators with legitimate District business related to the educator's employment will have access to an educator's confidential and open files.

C. No anonymous or unsigned information may be placed in any educator'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 educator will have access to one's file.
   1. The educator has the right to be accompanied by any individual while examining one's file.
   2. The educator has the right to designate in writing a Federation representative who may have access to the educator's file. Persons designated shall be authenticated as bona fide Federation representatives by a Federation officer.
   3. An educator's file shall be available for inspection within a reasonable time after it has been requested.

E. The educator 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 educator will be provided a copy of such material upon request. The educator 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 an educator's conduct, service, character, or personality shall not be placed in a educator's file unless and until the educator has been given the opportunity to examine the information or material.
   3. Any information placed in an educator's file(s) may be removed at the request of the originator of said material if agreed to by the educator affected.

F. The educator has the right to respond in writing to anything placed in that educator'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 15, SENIORITY PROVISIONS

A. Seniority

1. Seniority shall be based upon the educator'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 18, 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 educators have the same date of hire, the date on which the position was offered shall prevail for seniority purposes.
   d. Part-time educator seniority shall be considered only among other part-time staff.
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 educators in that school.

Albuquerque Public Schools
Part-time and
Request for Reduction of Contract

I, the undersigned, request that my contract be reduced from _____ status to _____ status effective ___/___/___. I understand that the Albuquerque Public Schools is not obligated to accommodate my request. Furthermore, if my request is granted, I understand that the district is under no obligation to increase my FTE at such time that I may wish to do so. I understand that my current school/location is only obligated to continue my contract at the part-time rate indicated by this form. I also understand that by accepting a contract less than 1.0 I will not have seniority over a 1.0 FTE, i.e. a .5 with 20 years will not be able to bump a 1.0 with 2 years. A job sharing situation is an exception. Please see negotiated agreement for more information.

_____ **Employee Name (Print)**

_____ **Employee Signature**

_____ **Employee Number**

_____ **Current Assignment**

_____ **Work Location**

_____ **Date Signed**

_____ **Principal's Signature**

_____ **Date Signed**

From: (FTE)_____ **To: (FTE)_____** **Effective Date:_____**
Current Status **New Status**

Copy: Personnel File
Employee Benefits
Employee

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 nonrenewal of short-term educators as defined in Article 5, A.8.

c. Certified school instructors with fewer than three (3) full-contract, consecutive years of service shall be laid off before educators 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 educators having fewer 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; and
   3.)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 an educator with three (3) 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. If 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 l. 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 educator recalled within one year under this section shall not lose any seniority held before having been subject to the RIF procedure.

Article 16, STAFFING

A. Student-Teacher Ratios

1. In determining student-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 student-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 student-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

3. The number of students assigned to a teaching facility shall not exceed the number prescribed by safety regulations or the number of workstations.

C. Daily Teaching Load

1. The daily teaching load per teacher for Grades 7-12 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 waivered class sizes can be found in Appendix B.
    a. Condition 1—The state may waive the individual school class load requirements (*see Appendix B*) 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; 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 one hundred sixty (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; and
    c. staff in a manner which will result in an adherence to the maximum class load of one hundred sixty (160) students seen in any given week by any individual teacher except for required English classes which are limited to one hundred fifty (150) students per day/thirty (30) per class in Grades 9-12 and one hundred thirty-five (135) students per day/twenty-seven (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 one hundred seventy-seven (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 one hundred seventy-seven (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 no more than sixty (60) students.
    b. A (.2) adjunct contract is available to all full-time staff based on student enrollment.

Article 17, ASSIGNMENT AND TRANSFERS

A. Assignment

1. Pursuant to highly qualified requirements, teachers shall not be assigned to teach any class which is outside the scope of their teaching licenses. Teachers may be assigned outside the scope of their teaching licenses only 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. Individual courses that have separate course titles or course numbers.
        1.) Classes that have a specific curriculum/content.
        2.) Classes that have different levels, i.e., Spanish I, Spanish II, Spanish III, etc.
        3.) Classes that are normally taught in different semesters, i.e., Algebra I, first semester, Algebra I, second semester which are taught concurrently.
    b. 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.
        1.) Secondary teachers who agree to have more than three (3) preparations will sign the Waiver to Teach More Than Three Preparations form in Appendix J.15.
        2.) The agreement must be re-signed yearly.

Waiver to Teach More Than Three Preparations Form

Teacher's name:_____ agrees to teach _____ (number of)

preparations during the _____school year. List below the preparations agreed to as defined in

Article17.2.a.

_____ _____

Teacher's Signature Principal's Signature

_____ _____

Date Date

Each party is responsible for keeping a copy of this agreement for their records.

c. 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. Starting in school year 2023-2024, English Language Development (ELD) teachers shall have classes scheduled based on student ELD proficiency level.
    a. ELD proficiency levels include 1, 2, 3, and 4.
    b. Where combinations are necessary, scheduling a combination class such as ELD level ½ and ¾ and/or by grade level 9/10 and 11/12 or as mutually agreed to by the classroom teacher.
    c. Scheduling of these classes may not be based on the definition of preparations in section 2 above.
4. In arranging schedules for educators who are assigned to more than one school, the amount of interschool travel shall be as limited as possible. Such educators shall be notified prior to any change in their schedules.
5. Any nonteaching duties, if necessary, will be assigned on an equitable basis to all educators. 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 educators.

6. Educators 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. Educators employed after school begins shall be given notice of assignment at the time employment begins.

B. Voluntary Transfer

1. To transfer voluntarily, the educator responds to a posted advertisement in Career Opportunities (www.aps.edu) or an otherwise open position.
   a. The Department of Human Resources will make available on the District website jobline and to all worksites where educators are assigned, the descriptions of anticipated and real job vacancies as soon as they become available. Such descriptions will include the names of the schools and types of vacancies.
   b. Vacancies published after the last day of school shall be posted on the District website and jobline and will be available to educators at the Department of Human Resources.
   c. 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. Educators seeking a voluntary transfer apply directly to the applicable principal or supervisor.
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 educator by the Department of Human Resources and accepted by the educator, the transfer is complete.
5. If an offer for a voluntary transfer does not occur prior to one (1) week before the educator's contract begins, educators will remain in their original position through the first twenty (20) day count.
6. Educators 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. Earlier movement may occur if agreed upon in writing by both principals.
7. Desire to be transferred to a school closer to an educator's home shall be given serious consideration.
8. Voluntary transfers during the school year may be limited to two (2).
   a. Educators may appeal a transfer that has been denied through the Office of Labor Relations by contacting the Federation.
   b. Appeals shall be determined through Contract Administration on a case-by-case basis.
9. If a Special Education-Related Services position becomes vacant, the provisions under Article 17.D—Vacancies in Non classroom Positions shall commence.
   a. Once the position(s) for related service personnel is/are posted on the APS Special Education website, employees may apply for a voluntary transfer.
   b. All efforts shall be made for the creation of 1.0 FTE combinations within proximity of existing vacant positions or through mutual agreement with RSP personnel.
   c. The individual site and the corresponding program, according to FTE needs or combinations thereof, shall offer allocated positions.
   d. If two (2) or more qualified candidates have submitted requests for the same vacancy, preference will be given to the most senior employee based on the date of hire.
   e. Vacancies shall be defined as indefinitely open positions.

C. Involuntary Transfer (Must Hire)

1. Consideration for involuntary transfer shall be solely 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 placement on the "must hire" list. The criteria for determining program needs shall be the following:
   a. educator licensure/endorsement(s);
   b. affirmative action goals;

c. extracurricular and/or co-curricular needs;
d. verifiable instructional program requirements; and
e. full-time equivalency needs of the school.

2. Prior to the involuntary transferee(s) being selected, educators will be encouraged, in consultation with the principal, to volunteer for said transfer before the involuntary transferee(s) is/are selected. If a sufficient number of volunteers are not identified, transferees will be identified on the basis of program need and seniority in the District as stated in paragraph 1 above.
3. Educators on intensive evaluation shall not be considered for involuntary transfer.
4. If the reason(s) for the involuntary transfer becomes nonexistent ten (10) calendar days before the reporting date for educators, the educator shall have the right to return to the previous school.
5. Transferee(s) shall not be identified nor shall involuntary transfers be made prior to consultation between the principal and educator(s) affected. Involuntary 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.

D. 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 educators apply for a vacancy, seniority shall be considered.

E. Transfer Rights

1. If 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 involuntary transfer of a qualified individual willing to teach the new program.
   b. All other contractual requirements are met.
   c. The teacher shall remain at the original location if a transfer is not desired; assuming instructional program and seniority requirements are met.
2. 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.
   a. Employees who work at a traditional calendar school cannot take a short-term position at an alternative calendar school and alternative calendar school employees cannot take a short-term position at a traditional calendar school.

b. Full-term employees who accept positions identified as short-term shall do so with the further understanding that they are waiving any rights to remain in the short-term assignment 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.
c. These employees are free to pursue a voluntary transfer to another assignment prior to their being placed from the must-hire list.

F. Job-Sharing Positions

1. Definition: Job-Sharing is a plan whereby two (2) permanent employees share the duties and responsibilities for one (1) full-time teaching position. Salary compensation for each participant will be based on the percentage of the 1.0 position worked.
2. Both participants in a job-sharing plan shall attend the following District/school functions on appropriate basis, regardless of what format is used in splitting up the yearly schedule.
    a. Orientation meetings/school registration day requirements; and
    b. Open House.
3. Based on team schedule, team members are responsible for sharing information with each other and for determining coverage for the following:
    a. Parent-Teacher Conferences;
    b. Staff meetings;
    c. School level staff/professional development; and
    d. District in-service days or staff development days.
4. Job-Sharing teams shall be self-selected, however, the sharing of a position may only occur with the prior approval of the building principal of record at the time the request to job-share a position was made.
5. Each team shall perform all the usual and customary duties of a teaching position.
6. Job-Sharing participants shall be reemployed as part-time unit members at the percentage of a full-time equivalency that they worked in their job-shared position.
7. The job-shared position shall be of one (1) year duration but may be extended beyond one year, subject to the continued approval of the building principal and the willingness of the job-sharing participants.
8. Job-Sharing teams must advise the principal of their intent to continue or dissolve the arrangement by March 15.
9. Job-Sharing participants wishing to return to full-time status upon termination of the job-sharing assignment may request to do so and shall be offered full-time employment contingent upon the FTE needs of the school and vacancy availability.
10. Teachers new to the job-sharing program must make a proposal, to be submitted by March 15, to the building principal for approval. If a job-sharing request is denied, the teacher may request to have in writing the specific reasons for the denial within ten (10) days of the denial. The teacher must make a written request within five (5) days of the denial.
11. For the purposes of job-sharing, a full-time classroom position must be split either by segmenting of the day or by division of the days of the school week.
12. Job-Sharing participants may substitute for each other at the regular rate of substitute pay, to maintain continuity of the educational program.
13. A job-shared position shall be considered as a 1.0 FTE when considering the full-time equivalency needs of the school as per C. 1. e. above.
14. The holder of record of a job-shared position shall be the individual who was a 1.0 FTEs at the time of creation of the job-shared position. If both job-share team members were 1.0 FTEs at the time the job-shared position was created, the individual with the earlier Date of Hire shall be considered the holder of record of the position.
15. The holder of record shall have first right to the position should the job-shared position or team be dissolved for any reason assuming FTE requirements of the school are not reduced.

Article 18, LEAVES

A. General Provisions

1. The immediate family of an educator is the spouse, domestic partner, child, grandchild, great-grandchild, parent, sister, brother, grandparent, great-grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, niece, nephew, aunt, uncle, others who reside in the same household with the educator, or a person in loco parentis.
2. A educator who believes an improper reduction in pay has been made under Article 18, shall have ten (10) days after receipt of the paycheck in which the reduction appeared to initiate a grievance as provided in Article 26.
3. Application for Leave: All leaves of ten (10) consecutive workdays or fewer 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, approved, or denied through the extended leave clerk's office in the Department of Human Resources.
4. All leave days are based upon the number of hours in the educator duty day.
5. Inappropriate use of any leave may be cause for disciplinary action.

B. Assault Leave

1. An educator 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 an educator. Any educator assaulted shall submit a "first report of injury" to the principal, Risk Management, and school police. The educator shall provide Form A, a police report, and medical documentation attesting to the injury to the Leaves Office. If more than three (3) days are lost as a result of the assault, the educator shall submit to the principal a physician's certificate attesting to the injury. The District reserves the right to have the educator examined by a physician chosen from a panel designated by the District and the Federation to assist the District in determining the educator'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 educator 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 an educator. If requested by the educator, two (2) additional days leave with pay will be granted if the funeral is out of state or requires a round-trip of six hundred (600) miles or more.
2. One (1) day leave with pay will be granted for the death of a current student, or a former student currently enrolled at the educator's school site, to attend the student's funeral.
3. Bereavement leave is not cumulative nor is it deducted from an educator's sick leave.
4. If more than six (6) days of bereavement leave are used in any one school year, confirmation of the relationship to the deceased will be required by the extended leaves clerk.

D. Court Leave

1. Leave with pay shall be granted to any actively working educator called to jury duty.
2. Leave with pay will not be granted to an educator where absence from duty results from said educator bringing action against the District except on account of physical injuries suffered by the educator while on duty.
3. Leave will be granted to an educator 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 an educator 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. Personal Emergency Leave

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

F. Religious Leave

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

G. Personal Leave

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

H. Professional Development Leave

1. Professional leave is provided for professional development, professional organizational activities, and school-related professional activities. An educator 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 educator's assignment.
2. All educators will be granted at least one (1) professional leave day per year, to attend a conference, workshop, meeting, seminar, or other activity related to the teacher educator's assignment, where the educator will be responsible to pay for the training.

I. Political Leave

1. When 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 a 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 educator 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 educator/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 educator were actively employed.

a. Every effort shall be made to identify an experienced and highly qualified substitute who shall be available on a consistent basis to take over the teaching duties and responsibilities of the educator while that individual is out on political leave.
b. The educator shall be responsible for meeting with and planning with their political leave substitute to ensure the greatest degree of continuity of instruction possible in the absence of the educator.

3. Leave of absence without pay and accrued benefits shall be granted to educators who are elected to full-time, salaried positions. Upon termination of the leave of absence, the educator 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 educators who are elected or appointed to part-time, non-salaried positions. The number of days granted to educators under this paragraph will be determined by the Superintendent except that educators elected to the New Mexico State Legislature will be limited to the number of days for the regular annual session and any special sessions plus ten (10) additional days. Any days granted beyond this number will be without pay. The educator 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.

J. Sabbatical Leave

1. Dependent upon the availability of non-District funding, an educator may be granted sabbatical leave with pay. Such leave may be for one (1) semester or one (1) year.
2. Only certified educators 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 educator 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 educator as a condition of leave award.
4. The educator shall be guaranteed an equivalent position upon return to the school system.
5. The educator 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) educators 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.

K. Sick Leave

1. All active employees on matrices A-1, A-2, A-3, will accrue paid sick leave at the start of the contract year-as follows:
   a. Those employed for one hundred eighty-four (184) days—ten (10) days, based on the formula (184 x 6.50 x .055) = 65.52 hours per year, accumulating up to 1300 work hours.
   b. Community school coordinators shall accrue sick time as follows: 206 x 8 x .055=90.64 hours per year, accumulating up to 1300 work hours.
   c. Behavior management specialists shall accrue sick time as follows: 184 x 8 x .055=80.96 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. The aforementioned formulas will be adjusted for individual employees who carry extended contracts for both accrual of sick leave and usage.

1.) For example, an employee who carries a .2 extended contract will accrue sick time as follows: 6.5 hour duty day x 1.2 = 7.8 duty day. 184 x 7.8 x .055 = 78.936.

2.) An employee carrying a .05 extended contract will accrue sick time as follows: 1.05 x 6.5 = 6.825 duty day, so, 184 x 6.825 x .055 = 69.07.

f. Earned sick leave benefits may be used provided the educator is on paid duty status.

g. If an educator uses an amount of sick leave that exceeds the amount accumulated, the educator will be docked 1/184, as applicable, of salary for each day taken, except as provided for in paragraph M.

2. Accrued sick leave with pay from previous years will be made available to employees the next contract year.

3. General Provisions

a. A physician's certificate regarding the employee's illness or that of an immediate family member as defined in Article 18.A may be required when the employee is:

1.) Absent for four (4) or more consecutive days; and

2.) Absent both on a Friday and the following Monday.

b. When an educator 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 educator'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. When an employee becomes ill, is injured, or is required to care for a sick immediate family member, sick leave begins at the time of inability to continue to work, to the nearest half-hour. An employee who is already on annual leave, personal leave, or leave without pay, including parental leave may not be eligible to use sick leave.

1.) Two (2) additional days of sick leave may be used where round-trip travel is six hundred (600) miles or more.

d. In case of illness which exceeds ten (10) consecutive workdays, the educator 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 educator must submit a physician's release (APS Return to Work Certificate).

e. Educators 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.

f. Earned sick leave benefits may be used provided the educator is on paid duty status.

g. Educators 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 an educator uses an amount of sick leave that exceeds the total earned for an entire year or terminates within the year, the educator 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.

h. An employee who has acquired the minimum number of years of contributory employment to be eligible for retirement benefits under the Educational Retirement Board Act may now pay to have unused sick leave, earned from the member's contributory employment, and for which the member has otherwise not received payment, converted to earned credit. Contact the Educational Retirement Board for further information.

L. Sick Leave Bank

1. The District and the Federation recognize the need for an available pool of sick leave days upon which eligible educators having experienced benefit eligible catastrophic illnesses or injuries may draw. To this end, the District and the Federation have established a self-funded Sick Leave Bank. All claims are subject to approval of the Sick Leave Bank Committee. Intermittent leave will be addressed according to the FMLA law.
2. Eligibility
    a. To be eligible for participation in the Sick Leave Bank (SLB), an educator 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.
3. Membership
    a. Any educator 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 educators 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 educator workday of the following contract year or during the open enrollment period during the month of September.
4. Administration
    a. 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. An eligible educator 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.
5. Other Conditions
    a. Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement. Educators on leave of absence are not eligible to access benefits in the bank. Employees on a leave of absence are not eligible to enroll in the sick leave bank until reinstated to active status.

M. Military Leave

1. Employees who perform duty, voluntarily or involuntarily, in the “uniformed services,” which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency, will be eligible for reassignment to the position they vacated prior to taking military leave after completing duty, provided:
    a. They provide written or verbal notice of their orders to their supervisor/Department of Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
    b. They satisfactorily complete duty of five (5) cumulative years or fewer;
    c. They begin duty directly from employment with APS; and

d. They apply for and are available for reemployment as follows:
    1.) Fewer than thirty-one (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 (8)-hour rest period. If this is impossible or unreasonable, then as soon as possible.
    2.) Thirty-one (31) to one hundred eighty (180) days: No later than fourteen (14) days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
    3.) One hundred eighty-one (181) days or more: No later than ninety (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:
    a. 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 fifteen (15) days per fiscal year, for active duty, active-duty training, and inactive-duty training. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. Peace Corps leave without pay up to five (5) cumulative years shall be granted to an educator who volunteers for service to the U.S. Peace Corps.
4. Educators 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 educators seek reinstatement with the District within thirty (30) days following discharge from the military service or upon release from Peace Corps service.

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 workdays may be used when school is in session.
4. A representative of the ATF and the APS JROTC district director will review extenuating circumstances.

O. Paid Parental Leave

Paid parental leave is a benefit that provides paid leave for an eligible employee to bond with his or her newborn, adopted child, or foster child.

1. Employees with accrued sick and/or personal leave may first earn their full rate of pay for any accrued sick or personal leave days.
2. A parental leave of absence for up to thirty (30) workdays shall be granted upon request for the purpose of childbearing and/or child rearing. Benefit entitlement for eligible employees consists of:
    a. Gross pay during this time will be 40 percent of wages;
    b. Accrual of sick and vacation time will continue while on paid parental leave status;

c. Medical coverage shall continue to be available for the employee and any dependents under their current group insurance policy in existence at the time of paid parental leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during the course of employment; and
d. Seniority of employees shall not be impacted by parental leave.

3. The Parental Leave Benefit begins with any of the following qualified events:
   a. At the commencement of her pregnancy for an expecting mother; or
   b. On the date of the birth of the child; or
   c. On the date of placement for adoption or prior to receiving custody if necessary in order to fulfill the requirement of adoption of a child age eighteen (18) years or younger; or
   d. On the date of placement for foster care of a child (excluding the adopting of a stepchild or partner's child) age eighteen (18) years or younger.
4. Both parents are eligible for parental leave.
5. Educators wanting to take this leave shall notify their assigned district leaves specialist in writing of their 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 their leave is to begin.
   a. For pregnancy and birth, either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of the child, whichever is applicable, shall be provided to the appropriate leaves specialist.
   b. For adoption and foster placement, supporting legal documentation of placement from an agency such as the Children, Youth, and Families Department, shall be provided to the appropriate leaves specialist.
6. Approved parental leave must be taken in a continuous block of time within one (1) year of any of the qualifying events unless an intermittent schedule has been preapproved and prescheduled by the site administration and leaves specialist. Any unused parental leave does not accrue.
7. Parental Leave is not available until the date of the qualifying event. For absences that occur before the date of the qualifying event, employees may use other types of time off for which they are eligible, such as personal, sick leave, or the Family Medical Leave Act (FMLA).
   a. The parental leave must run concurrently to the FMLA if the employee is eligible for FMLA.
8. An educator 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.

P. Extended Leaves of Absence without Pay

1. Unless otherwise stated herein, an extended leave of absence without pay may be granted to educators for a period of up to one (1) year.
2. Extended leaves of absence without pay may be granted for:
   a. Advanced Study: An educator 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 educator must provide verification of advanced study by submitting to the Department of Human Resources either:
      1.) An official transcript indicating the earning of no fewer 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 educator'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.) Educators 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 matrix advancement as if the educator 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 educator or to be taught by the educator. A statement as to how the advanced study leave is expected to enhance the educator'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 without pay: A parental leave of absence for up to one (1) year shall be granted upon request to an educator for the purpose of childbearing and/or child rearing as follows:
   1.) An educator 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 educator 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. An educator 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 an educator'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 educator 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.) An educator adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary 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 an educator's immediate family for up to one (1) year. Such request must be accompanied by a verifying physician's statement.
d. Extended Medical Leave: An educator 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 educator must submit a physician's release. To be eligible for an extended medical leave of absence, an employee must have been actively employed on paid status with APS a minimum of one contract year immediately prior to the leave start date. All intermittent medical leaves will be addressed according to FMLA regulations.
e. Extended Personal Leave: Leave without pay for up to one (1) year may be granted to an educator provided said educator 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: Educators 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 educators who change from full-time to part-time status without benefit of a leave.

3. General Provisions
   a. An educator 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 educator at the commencement of the leave.
   b. An educator 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 educator 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 shall not be considered a break in continuous service and will not be counted toward total years of service will not be counted for seniority purposes.

Refer to Appendix D—Leaves of Absence

Article 19, 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 percent.
2. Educators 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 an educator terminate during the school year, and coverage will cease immediately on health and dental plans. There will be a thirty (30) day grace period on life insurance plans.
   b. Educators 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. Educators 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 percent 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. Educators who are not enrolled in a District insurance program will be accepted in any of the District's insurance programs if they enroll no later than sixty (60) days from the effective date of their employment, change marital status, or change in the job status of the educator's spouse,

provided the educator's spouse was covered by insurance during the previous employment, whichever is applicable.

2. Educators on leave of absence from the District who are not enrolled in a District insurance program will be accepted in any of the District's insurance programs if there is a change in the educator's marital status or in the job status of the educator's spouse so long as they enroll no later than sixty (60) days from the change, providing the educator's spouse was covered by insurance previous to the change.
3. During enrollment periods educators 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 the basic terms and conditions of the program.

C. Insurance Program Review

1. 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 educators. 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 Preferred Provider Organization (PPO) also may 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. Educators have the option to commence a contract for a tax-deferred annuity at any time, provided the company is on the approved list. Educators have the option to amend a contract for a tax-deferred annuity once each calendar year.

Article 20, 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 an educator is in any way involved. The procedures shall have definite, reasonable time limits, and the educator involved shall receive a copy of the report if requested.
B. If an incident involves damage or loss to an educator'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 educator. A request for notification of law enforcement authorities shall be honored.
C. An educator 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 an educator 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. Educators shall be provided information needed to use the system.

Article 21, 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 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 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 regarding a child.

Article 22, STUDENT TRANSPORTATION

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

Article 23, SUMMER SCHOOL / EXTENDED SCHOOL YEAR

A. A description of all positions or probable positions for summer learning will be announced on the APS website no later than the April 15.
B. When staffing for summer learning teaching positions program needs being equal, to the extent possible, teachers currently employed in the position at the identified summer learning site will be considered.
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 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. Teaching credential 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. If a need occurs for a Reduction-in-Force (RIF) of Summer Learning employees, volunteers will be sought first. If an RIF is still necessary, determination will be made on the basis of date of hire for summer school. Procedures for reductions in ESY and Grades K—5 plus programs shall be done so in accordance with Article 15.B.
H. When two (2) or more qualified teachers apply for a Summer Learning/Extended School Year program, seniority shall be considered.

Article 24, ALTERNATIVE SCHEDULES

A. A school may request regularly scheduled modified days for staff development and planning. The determination of whether 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 if 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 25, CONFLICT RESOLUTION

A. 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 I—Conflict Resolution Procedure on page 110.

Article 26, 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 an educator, a group of educators 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 an educator or a group of educators 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 party must file a written grievance within fifteen (15) workdays of the act or discovery of the act that caused the grievance.
    3. Failure to file the grievance within time limits specified shall result in the dismissal of the issues.
    4. Failure to submit the decision in writing within fifteen (15) workdays will cause the grievance to proceed automatically to the next level.
G. If a grievance affects a group of educators at two (2) or more work locations, the Federation must file a written grievance within fifteen (15) workdays on behalf of the educators affected directly to the Office of Labor Relations. The Federation shall identify the educators and work locations and submit the names of educators 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 educator 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 an educator 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 educator(s) designated to appear at such meeting.
L. Nothing contained herein shall limit the right of any educator to process a grievance as an individual.
M. The interpretation of conflict, as provided in Article l, 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 educator's immediate supervisor. The immediate supervisor shall, within fifteen (15) workdays after presentation of the grievance in writing by the aggrieved, submit to the aggrieved party the immediate supervisor's decision in writing.
    2. If the aggrieved party is not satisfied with the disposition of the grievance, the aggrieved party may appeal the decision to Level Two within fifteen (15) workdays of receipt of the decision by filing said appeal with the Office of Labor Relations.
    3. Failure to appeal the grievance within fifteen (15) workdays after receipt of the response shall result in dismissal of the grievance.
    4. In the event an educator 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 party and/or representative of the Federation within fifteen (15) workdays after receipt of the appeal of the Level One decision by the Office of Labor Relations 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 fifteen (15) workdays after such meeting provided above, render the decision in writing setting forth the decision and reason(s) therefore and shall transmit same to all parties.
    3. If the Federation and the aggrieved party are not satisfied with the disposition of the grievance, the aggrieved party may appeal the grievance to Level Three. Failure to appeal the grievance within fifteen (15) workdays after receipt of the response to Level Two shall result in dismissal of the grievance.
Q. Level Three
    1. A grievance appealed to this level shall be heard by an Arbitrator for contractual disputes. Grievances based upon a proposed discharge or termination requiring a hearing before the School Board will be first heard by the members of the APS Labor Board, who will sit as “the Panel” described in the MOU Regarding the Appeal of Discharge and Termination Hearings. To the extent the Panel will not or cannot hold a hearing, APS and ATF will choose an arbitrator pursuant to Section 2 of this Article. This process does not preclude an employee from requesting a subsequent arbitration pursuant to the New Mexico State Personnel Act.
        a. The Panel hearings, to the extent practicable, will be conducted pursuant to the rules governing appeal hearings for terminations and discharges as set forth in New Mexico Statutes Annotated (NMSA) § 22-10A-27 for discharges or NMSA § 22-10A-24 for terminations.

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 party, 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 party. Unless the aggrieved party is represented by the Federation, the District may require that the aggrieved party post their share of the expenses in advance of the hearing.

Article 27, DISCIPLINARY ACTION

A. Educators 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 is/are being considered. Educators 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. Educators may be suspended, reprimanded, disciplined, or have their pay reduced only for good and just cause.
B. The superintendent may suspend, reprimand, transfer, discipline, or reduce an educator’s pay only for good and just cause.
    1. An educator 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 26, P. if requested within ten (10) workdays after the action is taken.
    2. Any educator suspended shall be suspended with pay until determination of the action to be taken is made. If an educator is suspended with pay pending an investigation, the District shall conduct an administrative meeting with the educator 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 educator is warranted, such reduction shall become effective retroactive to the first day of suspension.
C. The parties have a mutual interest in developing a reasonable suspicion protocol that not only ensures the safety of the students and APS employees, but also protects the rights of the employee involved.
    1. Reasonable suspicion is based on specific, contemporaneous, and articulable observations that can be described concerning appearance, behavior, speech, or odor of the employee.
    2. Before a supervisor requests an employee to respond to questions concerning reasonable suspicion, the employee shall immediately be informed of their right to contact their ATF representative (i.e., Weingarten rights) as established by the U.S. Supreme Court.
    3. The parties agree to the following protocol for determining reasonable suspicion and for testing:
        a. Reasonable suspicion must be documented at or immediately following the time of observation by the initial observing supervisor.

b. Initial observations must be made by a supervisor who has, within the previous twelve (12)-month period, been trained to determine reasonable suspicion of impairment due to alcohol or drug use.
c. The supervisor will then contact APS Department of Human Resources to report the initial reasonable suspicion. If APS Department of Human Resources determines there is reason to believe an employee is impaired based upon the initial observation, APS Department of Human Resources will arrange to have another party complete a second evaluation.
d. The initial observation must be corroborated by a second evaluator who also has been trained to determine reasonable suspicion of impairment due to alcohol or drug use. The second evaluator must also document their observations at or immediately following the time of observation.
e. If the second evaluator determines there is reason to believe that the employee is impaired, the employee will be transported to a drug testing location. Testing must be completed within the same day as the observation.
    1) The District will provide transportation to and from the testing location.
    2) If testing corroborates employee impairment, the district will provide safe transportation home.
    3) The employee will not be authorized to operate an automobile on school property for twenty-four (24) hours after the completion of testing, or until released from this restriction by the Department of Human Resources.

Article 28, SEPARATION RIGHTS

A. Educators may be refused renewal of employment, discharged, or terminated only in accordance with law.
    1. Educators who have not signed three (3) consecutive full-year contracts with the District may be refused reemployment by the District.
    2. Employees who are not renewed for any reason will receive a written notice of the reason(s) for refusal of reemployment within 72-hours of the original notice.
    3. Educators refused renewal of employment, discharged, or terminated have the right to a meeting with the Superintendent or their designee if requested within five (5) working days after receiving the notice. A meeting will be held within ten (10) days after the Superintendent receives such request.

Article 29, 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 educators shall observe all health and safety rules.
C. Employees shall not be required to perform duties which would endanger their health, safety, or well-being, nor will employees be required to work under unsafe and/or hazardous conditions, as determined by the New Mexico Department of Health and/or the New Mexico Department of Occupational Safety and Health.
    1. Educator complaints of unsafe or unhealthy conditions shall be reported to their immediate supervisor, who shall notify the appropriate district level supervisor within 24 hours of the needed support to resolve the issue.
        a. Before a grievance may be filed, the District-shall have ten (10) duty days from the day the supervisor was informed to act on the complaint. The timeline for the filing of a grievance shall commence at the conclusion of the district's ten (10) day period for action.

b. All educators shall be provided a safe, healthy, and appropriate alternative workspace while the complaint is being addressed.
    1.) The district and/or the immediate supervisor shall notify the employee when they may return to their assigned workspace.

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 30, NO STRIKE PROVISION

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

Article 31, DURATION OF AGREEMENT

A. This Agreement shall be effective upon ratification by the parties as of August 18, 2021 and shall remain in full force and effect through July 1, 2022. If a successor Agreement is not agreed to and ratified by July 1, 2022, 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.
    1. Financial negotiations may be reopened upon changes to the State Equalization Guarantee (SEG) unit value.

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

Scott Elder, Superintendent
Date:

ALBUQUERQUE TEACHERS FEDERATION

Dr. Ellen Bernstein, President
Date:

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

Yolanda Montoya Cordova, President
Date:

Federation Negotiating Team

Dr. Ellen Bernstein, Chief Negotiator
Date:

For ATF:
Loyola Cortinas, Sarah Hager, Tanya Kuhnee, Dwayne Norris, Angela Reynolds, Sonya Romero Autrey, Jerry Thorn, Sean Thomas,

District Negotiating Team

Dr. Valerie Hoose, Chief Negotiator
Date:

For APS:
Irene Cisneros, Tami Coleman, Amanda DeBell, Stephanie Fascitelli, Joyce Gormley, Anthony Lovato, Rosalinda Montoya, Anne Marie Strangio, Todd Torgerson

APPENDIX A – SALARY MATRICES

Salary matrices for the 2022-2023 school year for the

Albuquerque Teachers Federation Bargaining Unit

The Albuquerque Public Schools and the Albuquerque Teachers Federation agree to the following for the 2022-2023 school year:

1. All employees on Salary Matrix AT1 will start at $50,000 base salary.
2. All employees on Salary Matrix AT2 will start at $60,000 base salary.
3. All employees currently placed on Salary Matrix AT3 will start at $70,000 base salary.
4. All employees currently placed on Salary Matrix A-2 (Speech/Language Pathologists, Physical Therapist, Audiologist, Occupational Therapist, Orientation/Mobility Specialist) will be merged with AT1, AT2, and AT3 matrices with the guarantee of the newly established base salaries for each level.
5. All employees currently placed on Salary Matrix A-3 (Educational Diagnosticians, School Psychologist, Transition Specialist/Rehabilitation Counselors, and BCBAs) will be merged with the AT3 matrix with the guarantee of the newly established base salary and ten (10) additional workdays paid through an extended contract.
6. The District is committed to attracting and retaining the essential personnel (listed below) whose services are indispensable for meeting the needs of all students, in particular those who are at risk. As such, the Albuquerque Public Schools has a goal, in perpetuity, to ensure that these employees receive equitable raises in comparison to their teaching colleagues.
   - Audiologist
   - Orientation and Mobility Specialist
   - Counselors
   - Physical Therapist
   - Interpreters for the Deaf
   - Social Workers
   - Nurses
   - Speech and Language Pathologist
   - Occupational Therapist
   - Athletic Trainers
   - COTAs
   - PTAs
   - Diagnosticians
   - School Psychologists
   - Transition Specialist/Rehabilitation Counselors
   - BCBAs
7. With this commitment, the Albuquerque Public Schools and the Albuquerque Federation agree to dissolve the APS/ATF Career Pathway System.
8. Placement on the salary matrices will be based on the current language in Article 10, the APS/ATF Career Pathway System.
9. The criteria for movement through the salary matrices from Level 1 to 2 and Level 2 to 3 for the above listed personnel will be based on a combination of PED licensure level and a minimum of three (3) years of successful practice at each level.

Note: Employees can refer to article 6.A.14-16. for information about the requirements for movement to the next salary matrix.

The following information applies to the salary matrices which follow.

1. The matrices are one-year documents that reflect placement only. Matrices do not ensure or predict future salary levels or movement.
2. Official transcripts are to be on file by September 15 of the current school year for initial placement on the salary matrix and for movement across the salary matrix.
3. Matrices are based on the following number of workdays:
   Matrices AT-1, AT-2, and AT-3: One hundred eighty-four (184) days
   Matrix A-2: One hundred eighty-four (184) days
   Matrices A-3/4: One hundred ninety-four (194) days
   Community School Coordinators: Two hundred six (206) days
4. Five hundred seventy (570) hours of verified experience in a single school year will count as a year of experience for one hundred eighty-four (184)-day contracts. Six hundred (600) hours of verified experience in a single school year will count as a year of experience for one hundred ninety-four (194)-day contracts. Seven hundred eighty-five (785) hours of verified experience in a single school year will count as a year of experience for two hundred six (206)-day contracts on salary Matrices AT-1, AT-2, AT-3, and A-2. 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.

Please Note: Salary figures presented on the following matrices are rounded up or down to the nearest dollar amount.

Appendix A.1 2022-2023 Salary Matrix A1

Appendix A.1

2022-2023 A1 SCHEDULE: LEVEL 1 EDUCATORS
Based on 184 DAY/6.5 HOUR work schedule

EDUCATION	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
STEP	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	$50,000	$50,162	$50,323	$50,485	$50,647	$50,808	$50,970
2	$50,001	$50,163	$50,324	$50,486	$50,648	$50,809	$50,971
3	$50,002	$50,164	$50,325	$50,487	$50,649	$50,810	$50,972
4	$50,003	$50,165	$50,326	$50,488	$50,650	$50,811	$50,973
5	$50,004	$50,166	$50,327	$50,489	$50,651	$50,812	$50,974
6	$50,005	$50,167	$50,328	$50,490	$50,652	$50,813	$50,975
7	$50,006	$50,168	$50,329	$50,491	$50,653	$50,814	$50,976
8	$50,007	$50,169	$50,330	$50,492	$50,654	$50,815	$50,977
9	$50,008	$50,170	$50,331	$50,493	$50,655	$50,816	$50,978
10	$50,009	$50,171	$50,332	$50,494	$50,656	$50,817	$50,979
11	$50,010	$50,172	$50,333	$50,495	$50,657	$50,818	$50,980
12	$50,011	$50,173	$50,334	$50,496	$50,658	$50,819	$50,981
13	$50,012	$50,174	$50,335	$50,497	$50,659	$50,820	$50,982
14	$50,013	$50,175	$50,336	$50,498	$50,660	$50,821	$50,983
15	$50,014	$50,176	$50,337	$50,499	$50,661	$50,822	$50,984
16	$50,015	$50,177	$50,338	$50,500	$50,662	$50,823	$50,985
17	$50,016	$50,178	$50,339	$50,501	$50,663	$50,824	$50,986
18	$50,017	$50,179	$50,340	$50,502	$50,664	$50,825	$50,987
19	$50,018	$50,180	$50,341	$50,503	$50,665	$50,826	$50,988
20	$50,019	$50,181	$50,342	$50,504	$50,666	$50,827	$50,989

Appendix A.2 2022-2023 Salary Matrix A2

Appendix A.2

2022-2023 A2 SCHEDULE:LEVEL 2 EDUCATORS
Based on 184 DAY/6.5 HOUR work schedule

EDUCATION	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
STEP	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	$60,000	$60,240	$60,480	$60,721	$60,961	$61,201	$61,441
2	$60,001	$60,241	$60,481	$60,722	$60,962	$61,202	$61,442
3	$60,002	$60,242	$60,482	$60,723	$60,963	$61,203	$61,443
4	$60,003	$60,243	$60,483	$60,724	$60,964	$61,204	$61,444
5	$60,004	$60,244	$60,484	$60,725	$60,965	$61,205	$61,445
6	$60,005	$60,245	$60,485	$60,726	$60,966	$61,206	$61,446
7	$60,006	$60,246	$60,486	$60,727	$60,967	$61,207	$61,447

8	$60,007	$60,247	$60,487	$60,728	$60,968	$61,208	$61,448
9	$60,008	$60,248	$60,488	$60,729	$60,969	$61,209	$61,449
10	$60,009	$60,249	$60,489	$60,730	$60,970	$61,210	$61,450
11	$60,010	$60,250	$60,490	$60,731	$60,971	$61,211	$61,451
12	$60,011	$60,251	$60,491	$60,732	$60,972	$61,212	$61,452
13	$60,012	$60,252	$60,492	$60,733	$60,973	$61,213	$61,453
14	$60,013	$60,253	$60,493	$60,734	$60,974	$61,214	$61,454
15	$60,014	$60,254	$60,494	$60,735	$60,975	$61,215	$61,455
16	$60,015	$60,255	$60,495	$60,736	$60,976	$61,216	$61,456
17	$60,016	$60,256	$60,496	$60,737	$60,977	$61,217	$61,457
18	$60,017	$60,257	$60,497	$60,738	$60,978	$61,218	$61,458
19	$60,018	$60,258	$60,498	$60,739	$60,979	$61,219	$61,459
20	$60,019	$60,259	$60,499	$60,740	$60,980	$61,220	$61,460
21	$60,020	$60,260	$60,500	$60,741	$60,981	$61,221	$61,461
22	$60,021	$60,261	$60,501	$60,742	$60,982	$61,222	$61,462
23	$60,022	$60,262	$60,502	$60,743	$60,983	$61,223	$61,463
24	$60,023	$60,263	$60,503	$60,744	$60,984	$61,224	$61,464
25	$60,024	$60,264	$60,504	$60,745	$60,985	$61,225	$61,465
26	$60,025	$60,265	$60,505	$60,746	$60,986	$61,226	$61,466
27	$60,026	$60,266	$60,506	$60,747	$60,987	$61,227	$61,467
28	$60,027	$60,267	$60,507	$60,748	$60,988	$61,228	$61,468
29	$60,028	$60,268	$60,508	$60,749	$60,989	$61,229	$61,469
30	$60,029	$60,269	$60,509	$60,750	$60,990	$61,230	$61,470
31	$60,030	$60,270	$60,510	$60,751	$60,991	$61,231	$62,947
32	$60,031	$60,271	$60,511	$60,752	$60,992	$61,232	$62,948
33	$60,032	$60,272	$60,512	$60,753	$60,993	$61,233	$62,949
34	$60,033	$60,273	$60,513	$60,754	$60,994	$63,553	$63,773
35	$60,034	$60,274	$60,514	$60,755	$60,995	$63,554	$63,774
36	$60,035	$60,275	$60,515	$60,756	$60,996	$63,555	$63,775
37	$60,036	$60,276	$60,516	$60,757	$60,997	$63,556	$63,776
38	$60,037	$60,277	$61,138	$60,758	$61,577	$63,557	$63,777
39	$60,038	$60,278	$61,139	$60,759	$65,016	$65,234	$65,454
40	$60,039	$61,623	$64,215	$63,230	$65,017	$71,775	$71,994
41	$60,040	$63,101	$64,216	$63,231	$67,997	$73,269	$73,489
42	$60,041	$64,577	$64,796	$63,801	$67,998	$73,270	$73,490
43	$60,042	$66,059	$69,278	$68,198	$68,414	$73,271	$73,491
44	$60,043	$66,146	$70,852	$69,743	$69,957	$73,358	$79,619
45	$60,044	$70,848	$72,346	$71,209	$71,424	$73,359	$79,620
46	$60,045	$71,802	$73,839	$72,675	$72,890	$74,498	$79,621
47	$60,046	$71,803	$73,840	$72,676	$75,730	$80,711	$79,622
48	$60,047	$71,804	$76,735	$75,516	$77,299	$79,203	$79,623
49	$60,048	$75,019	$76,736	$77,085	$77,300	$79,204	$79,624
50	$60,049	$77,891	$76,737	$77,086	$77,301	$79,205	$79,625

Appendix A.3 2022-2023 Salary Matrix A-3

Appendix A.3

2022-2023 A3 SCHEDULE: LEVEL 3 EDUCATORS
Based on 184 DAY/6.5 HOUR work schedule

EDUCATION	MA	MA+15	MA+45	Doctorate
STEP	ANNUAL	ANNUAL	ANNUAL	ANNUAL
1	$70,000	$70,341	$70,680	$71,021
2	$70,001	$70,342	$70,681	$71,022
3	$70,002	$70,343	$70,682	$71,023
4	$70,003	$70,344	$70,683	$71,024
5	$70,004	$70,345	$70,684	$71,025
6	$70,005	$70,346	$70,685	$71,026
7	$70,006	$70,347	$70,686	$71,027
8	$70,007	$70,348	$70,687	$71,028
9	$70,008	$70,349	$70,688	$71,029
10	$70,009	$70,350	$70,689	$71,030
11	$70,010	$70,351	$70,690	$71,031
12	$70,011	$70,352	$70,691	$71,032
13	$70,012	$70,353	$70,692	$71,033
14	$70,013	$70,354	$70,693	$71,034
15	$70,014	$70,355	$70,694	$71,035
16	$70,015	$70,356	$70,695	$71,036
17	$70,016	$70,357	$70,696	$71,037
18	$70,017	$70,358	$70,697	$71,038
19	$70,018	$70,359	$70,698	$71,039
20	$70,019	$70,360	$70,699	$71,040
21	$70,020	$70,361	$70,700	$71,041
22	$70,021	$70,362	$70,701	$71,042
23	$70,022	$70,363	$70,702	$71,043
24	$70,023	$70,364	$70,703	$71,044
25	$70,024	$70,365	$70,704	$71,045
26	$70,025	$70,366	$70,705	$71,046
27	$70,026	$70,367	$70,706	$71,047
28	$70,027	$70,368	$70,707	$71,048
29	$70,028	$70,369	$70,708	$71,049
30	$70,029	$70,370	$70,709	$71,050
31	$70,030	$70,371	$70,710	$71,051
32	$70,031	$70,372	$70,711	$71,052
33	$70,032	$70,373	$70,712	$71,053
34	$70,033	$70,374	$70,713	$71,054
35	$70,034	$70,375	$70,714	$71,055
36	$70,035	$70,376	$70,715	$71,056
37	$70,036	$70,377	$70,716	$71,057
38	$70,037	$70,378	$70,717	$71,058
39	$70,038	$70,379	$70,718	$71,059
40	$70,039	$70,380	$70,719	$74,162
41	$70,040	$70,381	$72,229	$74,163
42	$70,041	$70,382	$73,261	$74,164

43	$70,042	$71,686	$73,262	$74,165
44	$70,043	$72,923	$73,355	$74,259
45	$73,432	$74,225	$78,486	$78,805
46	$74,927	$75,718	$79,175	$79,496
47	$74,928	$75,719	$80,712	$81,031
48	$74,929	$78,713	$80,713	$81,032
49	$74,930	$78,714	$82,242	$82,563
50	$83,658	$83,978	$84,299	$84,618

Appendix A.4 2022-2023TAN Salary Matrix

2022-2023 TAN Schedule: Therapist Assistants

Based on 184 DAY/6.5 HOUR work schedule

STEP	Level 1	Level 2
1	$45,000	$54,000
2	$45,001	$54,001
3	$45,002	$54,002
4	$45,003	$54,003
5	$45,004	$54,004
6	$45,005	$54,005
7	$45,006	$54,006
8	$45,007	$54,007
9	$45,008	$54,008
10	$45,009	$54,009
11	$45,010	$54,010
12	$45,011	$54,011
13	$45,012	$54,012
14	$45,013	$54,013
15	$45,014	$54,014
16	$45,015	$54,015
17	$45,016	$54,016
18	$45,017	$54,017
19	$45,018	$54,018
20	$45,019	$54,019

Appendix A. 2022-2023 CSC Salary

A4 SCHEDULE: COMMUNITY SCHOOL COORDINATORS 8 HOURS PER DAY/206VDAYS

No Degree	Associates	Bachelors	Masters	PHD
$48,500	$49,000	$49,500	$50,000	$50,500

Appendix A.6 2022-2023 BMS Salary

Behavior Management Specialist

duty day, work year and pay rate.

8 hour duty day, 184 day work calendar.

- Base wage: $25.00 per hour
- $25 pr hr X 8 hrs X 184 = $36,000 base annual Salary

Degree Differentials		
Bachelors	Masters	PHD, Doctorate
$1,000	$1,500	$2,000

Appendix A.7 2022-2023

Parity Matrix

EDUCATION	MA	DOCTORATE	MA	MA+15	MA+45/EdS	DOCTORATE
	Former A-2	Former A-2	Former A-3	Former A-3	Former A-3	Former A-3
STEP	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
20						$72,997
21						$72,999
22						
23						
24						
25					$80,260	
26			$76,792	$78,528	$80,261	
27			$76,794	$80,297	$82,031	$90,812
28			$76,796	$80,298	$82,032	
29				$83,942	$85,677	
30				$83,944	$85,678	
31				$83,945	$85,680	
32				$83,946	$85,681	
33	$70,133				$88,822	
34	$72,235				$88,824	
35	$74,338					
36	$75,808		$76,808	$85,164		
37	$76,024			$85,165		

38	$76,239		$76,811			
39	$76,240			$85,168	$88,833	
40	$76,670					
41			$76,815	$85,171		
42						
43						
44						
45						

APPENDIX B – 2021-2022 CLASS SIZE REQUIREMENTS

APS and ATF agree to follow the statutory class size limits and discontinue the District-wide waiver. (See table below.)

Statutory Class Size Limits

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

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

APPENDIX C – SPECIAL EDUCATION CASELOADS

APPENDIX C
Special Education Caseloads

	A	B	C	D
1	0.03	0.04	0.07	0.13
2	0.06	0.08	0.13	0.25
3	0.09	0.13	0.20	0.38
4	0.11	0.17	0.27	0.50
5	0.14	0.21	0.33	0.63

6	0.17	0.25	0.40	0.75
7	0.20	0.29	0.47	0.88
8	0.23	0.33	0.53	1.00
9	0.26	0.38	0.60	
10	0.29	0.42	0.67	
11	0.31	0.46	0.73	
12	0.34	0.50	0.80	
13	0.37	0.54	0.87	
14	0.40	0.58	0.93	
15	0.43	0.63	1.00	
16	0.46	0.67		
17	0.49	0.71		
18	0.51	0.75		
19	0.54	0.79		
20	0.57	0.83		
21	0.60	0.88		
22	0.63	0.92		
23	0.66	0.96		
24	0.69	1.00		
25	0.71			
26	0.74			
27	0.77			
28	0.80			
29	0.83			
30	0.86			
31	0.89			
32	0.91			
33	0.94			
34	0.97			
35	1.00			

APPENDIX D – LEAVES OF ABSENCE

WHOM TO CONTACT WHEN REQUESTING A LEAVE

- Leaves of ten (10) consecutive workdays or fewer 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 18 of this Agreement for full details.

LEAVES

Leave	Description/Conditions	Contact	Effect on Pay
Advanced Study Leave	Advanced Study: An educator who has been employed under the terms of this Agreement by the District for at least 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.	Extended Leave Clerk	Leave without pay
Assault Leave	Up to twenty (20) duty days for time resulting from physical injuries caused by an assault while carrying out the duties and responsibilities of an educator. Assault means an intentional act which causes an injury. Any educator 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 educator shall submit to the principal a physician's certificate attesting to the injury.	Principal/ Supervisor	No loss
Bereavement Leave	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 an educator's sick leave.	Principal/ Supervisor	No loss
Court Leave	Granted for jury duty. Granted to an educator 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. Leave with pay will be granted to an educator 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.	Principal/ Supervisor or Extended Leave Clerk depending on length of leave	No loss/ limited loss
Extended Sick Leave	Extended Sick Leave: An educator 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.	Extended Leave Clerk	Leave without pay
Extended Personal Leave	Leave without pay for up to one (1) year may be granted to an educator provided said educator 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.	Extended Leave Clerk	Leave without pay
Extended Part-Time leave	Extended Part-time Leave: Educators 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.	Extended Leave Clerk	Leave without pay
Illness in the Immediate Family	Up to three (3) days of sick leave may be used by an educator for each serious illness of a member of that educator's immediate family or birth of a child of an educator. 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 six hundred (600) miles or more.	Principal/ Supervisor	No loss

Military Leave	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 reassignment to the position they vacated prior to taking military leave after completing duty.	Extended Leave Clerk	Limited loss of pay/loss of pay
Unpaid Parental Leave	Parental Leave: A parental leave of absence for up to one (1) year shall be granted upon request to an educator for the purpose of childbearing and/or child rearing as follows: 1) An educator 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. If not on parental leave of absence, any portion of an educator'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 educator 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) An educator adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary to fulfill the requirement of adoption.	Extended Leave Clerk	Leave without pay
Personal Emergency Leave	An educator will be granted up to five (5) days of leave per year to cover situations beyond the control of the educator which would significantly impair teaching service. Personal emergency leave may not be used for illness/injury, or illness/injury or in the immediate family. Deductions from the gross pay of an educator for this leave shall be made at the degreed substitute rate of pay for each day taken. An educator may be granted up to five (5) days leave without pay for business and/or personal reasons having unusual circumstances.	Principal/ Supervisor	Limited loss of pay/ loss of pay
Personal Leave	One (1) day of leave with pay each year is granted to an educator for personal matters which require the educator's absence during school hours. This leave may be accumulated up to five (5) days. Except in emergency situations, the educator shall give at least three (3) school days' notice to the principal that leave will be taken under this section. The employee need not state the reason for taking leave under this section.	Principal/ Supervisor (Not subject to approval of the principal)	No loss
Professional Development Leave	Professional leave is provided for professional development, professional organizational activities, and school-related professional activities. An educator 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 educator's assignment.	Principal/ Supervisor	No loss
Political Leave	Leave of absence with pay shall be granted for the purpose of holding political office. The educator/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.	Superintendent	Loss of pay/ No loss

Religious Leave	An educator will be granted up to two (2) days of leave per year for observance of recognized religious events. Deductions from the gross pay of the educator for this leave shall be made at the degreed substitute rate of pay for each day taken. 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 their 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.	Principal/ Supervisor (Not subject to approval by the principal)	Loss of pay/ No loss
Sabbatical Leave	Dependent upon the availability of non-District funding, a educator may be granted sabbatical leave with pay. Such leave may be for one (1) semester or one (1) year. Only those certified educators who have been actively employed by the District for at least six (6) continuous contract years preceding the granting of this leave are eligible. Requests for sabbatical leave must be submitted no later than March 1.	Extended Leave Clerk	No loss
Sick Leave	All active employees on matrices AT-1, AT-2, AT-3, A-2 and A-3/4 will be credited with paid sick leave at the start of the contract year.		No loss
Sick Leave Bank	To be eligible for participation in the Sick Leave Bank (SLB), an educator must voluntarily contribute each pay period, through payroll deduction, a sum which is designated by the joint Sick Leave Bank Committee.	Sick Leave Bank Clerk	No loss up to 40 days
Paid Parental Leave	Paid parental leave is a benefit that provides paid leave for an eligible employee to bond with his or her newborn, adopted child, or foster child. 1. Employees with accrued sick and/or personal leave may first earn their full rate of pay for any accrued sick or personal leave days. 2. A parental leave of absence for up to thirty (30) workdays shall be granted upon request for the purpose of childbearing and/or child rearing. Benefit entitlement for eligible employees consists of: a. Gross pay during this time will be 40 percent of wages; b. Accrual of sick and vacation time will continue while on paid parental leave status; c. Medical coverage shall continue to be available for the employee and any dependents under their current group insurance policy in existence at the time of paid parental leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during the course of employment; and d. Seniority of employees shall not be impacted by parental leave. 3. The Parental Leave Benefit begins with any of the following qualified events: a. At the commencement of her pregnancy for an expecting mother; or b. On the date of the birth of the child; or	Extended Leave Clerk	40% of wages paid for up to 30 days. Employees may also supplement this leave with their accrued time.

	c. On the date of placement for adoption or prior to receiving custody if necessary in order to fulfill the requirement of adoption of a child age eighteen (18) years or younger; or d. On the date of placement for foster care of a child (excluding the adopting of a stepchild or partner's child) age eighteen (18) years or younger. 4. Both parents are eligible for parental leave.		

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

For complete descriptions, conditions and requirements please refer to Article 18. P. of this Agreement

- Extended leaves are granted for up to one (1) year.
- An educator 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 educator at the commencement of the leave.
- An educator 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 educator 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 Department of Human Resources.
- 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 E – TIME CHART

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

Article of agreement and/or description	**What**	**Who decides**
5, C.4. Lengthening of the duty day (see page 15)	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, educators cannot be required to return to work in the evenings.	*Principal/Supervisor can use these hours at their discretion*.

Article of agreement and/or description	What	Who decides
5, C.5. Professional Development time (see pages 15 and 32)	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.	*It is the Instructional Council's responsibility to:* • *Decide in collaboration with the whole staff whether or not to use up to 13 hours annually for professional development;* • *Come to consensus with the staff on the content of the professional development;* • *Come to consensus with the staff on the scheduling of up to13 hours annually for professional development.*
5, C.6. Federal, state, or judicial training requirements (see page 15)	Up to fourteen (14) hours per school year can be used if required by a federal, state, or judicial mandate.	*The District notifies educators of the training and the entity requiring the training.*
"Banking" of instructional time	Schools sometimes extend the student instructional day to get blocks of time for school-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.	*It is the Instructional Council's responsibility to:* • *Decide in collaboration with the whole staff whether to bank time;* • *Work collaboratively with the whole staff to decide the content of the professional development and the date or dates it will be held.*
Open House/Curriculum Night	It is a professional responsibility of educators to attend two (2) open house or curriculum night.	*ATF and APS mutually agreed that it is the responsibility of the educator to attend one of these functions. It is the principal who decides when the function will occur.*

APPENDIX F – CREDENTIAL DIFFERENTIALS

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

Bilingual and ESL Differentials –*refer to Article 6.D on pages 29-31* of this Agreement for official language concerning eligibility, reporting requirements, tuition reimbursement, and comprehensive compensation ladder details.

$500 Differential for Bilingual and ESL	• Educators who possess a current Bilingual and/or ESL endorsement receive a differential effective the beginning of the school year. • Educators 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 30. **Note:** Endorsements issued after September 15 will be compensated on a prorated basis. Educators on waiver do not qualify for the differential. Differential payments will be made to educators who possess an unexpired, regular teaching license. Speech Language Pathologists, Occupational Therapists and Physical Therapists are eligible for this credential differential.
Additional $3,000 Differential for Bilingual	• Per the school's approved Alternative Language Services (ALS) plan and the Public Education Department's approved Bilingual Application, a **$3,000.00** 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. If 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. • Payment for the **$3,000.00** portion begins with the first paycheck in December, with all of the checks for the remainder of the contract year equal in value. **Note:** Teachers must be included in the ALS plan no later than September 15 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.
Additional $2,500 Differential for ESL	• Per the school's approved ALS plan, the additional **$2,500.00** 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 **not** substitute for ESL classes. If 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. • Payment for the **$2,500.00** portion begins with the first paycheck in December, with all the checks for the remainder of the contract year equal in value. **Note:** Teachers must be included in the ALS plan no later than September 15 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.
Additional $3,500 Differential for Bilingual and ESL	Teachers providing both ESL and Bilingual services according to the requirements above shall receive an additional differential of $3,500.00.
Additional $1,000 Differential for TESOL/Bilingual Professional Support	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.
Teachers of the Deaf	Teachers of the Deaf who hold a certificate that ensures that they are proficient in Sign Language are eligible for one of four (4) bilingual credential differentials. *See page 30 for details.*
National Board for Professional Teaching Standards Certificate • The State of New Mexico provides funding for a differential for board-certified teachers based on the state's unit value multiplied by a factor of 1.5. • For school year 2021-2022, the differential value is **$8176.38** Should the state discontinue funding this differential, board-certified teachers shall receive a differential of $2,000.00.	

APPENDIX G – TEACHER LEADERSHIP DIFFERENTIALS

Differential	Amount

Elementary Team Leader Elementary Team Leaders–There shall be a collaborative effort between administrative and certified staff at each school site to establish up to twelve (12) positions to address both current and innovative curricular and managerial needs. Determination of positions, job descriptions and differential amounts shall be through school-wide consensus of all certified teaching staff. 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. b. Election of Team Leaders: Team Leaders must be certified members of the 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 list before the election is held and shall have the opportunity to be nominated or to volunteer for the ballot. Results of the election shall be reported to the Department of Human Resources no later than October 1 of each school year. c. Differential: The sum of $8,085.00 will be allocated to each elementary school site to be used as payment for differentials. **Summary, related information** 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. *Note: If a school would like to provide differential compensation for more than twelve (12) teachers, a waiver of the language must be requested. Both Albuquerque Public Schools and the Albuquerque Teachers Federation must approve the waiver request.* For the Union to approve the request, seventy-five (75) percent of the Union membership at the school must agree to the request. Requests for waivers should be sent to the Albuquerque Teachers Federation. If the Union approves the request, it will submit the request to the District for consideration.	**$8,085** for **up to twelve (12) positions**.
High School Team Leader/Department Head 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: 1. Team Leaders shall be elected by team members. 2. Team members shall select two (2) or more persons and submit names to principal who shall choose a Team Leader from that list. 3. The Team Leaders shall serve for a period of two (2) years. If the position becomes vacant during the two(2)-year term, a replacement shall be named according to the election/selection procedure described above.	6-15 teachers in department–**$1,751** 16 or more teachers in department–**$1,929**
High School Academy Leaders/Collaboration Facilitators Starting with the 2009-2010 school year, high schools will have $3,520.00 to be used for Academy Leader Differentials. 1. Schools are free to supplement the $3,520.00 available for Academy Leader/ Collaboration Facilitators differentials from the school's discretionary funds. 2. The elected leaders will decide how the $3,520.00 will be divided among themselves and they will let the principal know this before the differential paperwork is due to the Department of Human Resources.	**$3,520** available for Academy Leader / Collaboration Facilitators differentials.

Middle School Team Leaders Starting with the 2009-2010 school year, middle schools will have $3,520.00 to be used for Team Leader Differentials. 1. Schools are free to supplement the $3,520.00 available for Team Leader differentials from the school's discretionary funds. 2. The elected leaders will decide how the $3,520.00 will be divided among themselves and they will let the principal know this before the differential paperwork is due to the Department of Human Resources.	**$3,520** available for Team Leader differentials (in addition to differential money for MS Team Leaders/Department Heads already available to Middle Schools).
Middle School Department Heads/Team Leaders Election/Selection process is the same as for High School Team Leaders. It is the Instructional Council's responsibility to decide in collaboration with the whole staff whether to have Department Chairs, Team Leaders, or both.	**$1,629** • Four (4) differentials are available for schools with an enrollment of 800 or fewer students. • Five (5) differentials available for schools with an enrollment over 800 students.
Elementary, Middle, and High School Special Education Department Head	4-15 teachers in department or on team **$2,800.** 16 or more teachers in department–**$3,100.**
Student Assistance Team Chair Election/Selection process and term of office is the same as for High School Teacher Leaders (above). If the SAT chair position remains unfilled and/or there are no volunteers to serve as the SAT chair, the site administrator shall serve as the chair until one is found.	**$2,000 at all comprehensive high schools and alternative high schools.** **.1 FTE at all middle and elementary schools**
Mentor Teacher	**$2,000 for mentoring one teacher / $4000 if they mentor two teachers.** (see Article 9 for additional information.)

APPENDIX H – DEPARTMENT CHAIR ELECTION GUIDELINES

GENERAL CONSIDERATIONS

Below are questions to be answered by the department, before the first nomination is made and certainly before the first ballot is cast. Each school may have a different view on each question, but there should be agreement on these issues before the process continues.

1. **Determine the method of election/selection outlined in the Negotiated Agreement under Article 6.E.** Will an election be conducted, or will the names of two or more persons be submitted to the principal for their selection?

2. **Determine the universe of <u>voters</u>. Who is eligible to participate in the election?**
   - All certified staff who work in the department?
   - Does this include part-time employees? Contract employees? All ancillary personnel? Itinerant ancillary persons, such as OTs, PTs, who may visit the school only once or twice a week?
   - What about employees who teach in two or more departments, e.g., language arts and social studies? Do they vote in the department even if they only teach one class in that particular department?
   - If a teacher will be transferring or retiring before the start of the following school year, should that person be eligible to vote?

3. **Determine the definition of <u>vote</u>.**
   - One person, one vote? This is the usual practice.
   - Does the "vote" of someone who is part-time (e.g., a .2 FTE) count the same as someone who is full-time?
   - Should there be a "weighted" vote? Should a "vote" be based on the number of periods a person is in the department? For example, someone who teaches six periods per day in a department would have six votes. One who teaches two periods per day would have two votes. How would this apply to itinerant people like Adaptive PE teachers and OTs?

4. **Specify how a winner is determined.**
   - Should the winner be elected by a simple majority of the votes cast, that is 50 percent + one?
   - If there are multiple candidates, should a runoff election be held, or should the winner be the candidate who receives a plurality of the votes?

5. **Determine, publish, and distribute the timeline and procedures for the election.**

<u>PROCEDURAL RECOMMENDATIONS</u>

- **Decide on a calendar for the election.** In highly contested elections, it is recommended that the following take place:
  1. Have a nomination period of several days.
  2. Post the nominations in the lounge during and after the nomination period.
  3. Conduct a department meeting in which each candidate can make a statement of their reasons for seeking the position and to answer questions by department members.
  4. Election Day(s)–Announce when the voting day(s) will be well in advance.
- **Post or distribute the election calendar, voting procedures <u>AND</u> the list of eligible voters, as decided by the department.**
- **It is recommended to conduct voting for at least two days and to develop a procedure for absentee voting, in case someone is sick or will be off campus during the election period.**
- **Print official ballots and secure a ballot box.** If you can, obtain the use of a ballot box that can be locked. Place the ballot box in a public location for the voting period.

- **Make sure to clarify the times for voting and for counting the votes.** At the close of balloting, count the votes in the same public location. Invite everyone to the vote count.
- **The election procedures should specify what will happen in the event of a tie.** Will a tie be broken by a coin toss, or drawing high card or other chance drawing? The tie-breaker method should be agreed upon by both candidates, and understood by everyone, before the first vote is cast.

These guidelines have been developed from past experiences where voter eligibility and procedures have been at issue. It is strongly recommended that you plan for every contingency to ensure the integrity of the election.

APPENDIX I – ATF/APS CONFLICT RESOLUTION PROCEDURE

Refer to Article 25 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 to seek a remedy in the manner outlined below.

Stage 1. Face to face meeting between the parties occurs at a location offsite 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 and 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 J – MEMORANDA OF UNDERSTANDING

J.1 2022-2023 Professional Development Days and Teacher Preparation Day

For the 2022-2023 school year, the parties agree to a continuation of district-wide and site-based professional development and teacher preparation during the first week. School sites must decide the focus of each of the days based on consensus achieved through the site's Instructional Council.

Staff orientation, professional development* and one day for teacher preparation.	194-day calendar (ELTP and A-3) July 28-29 and August 1-3, 2022
	184-day calendar Aug. 3-5 and 8-9, 2022
Students return to school.	194-day calendar (ELTP) August 4, 2022
	184-day calendar August 10, 2022
Semester Professional Development Day	Jan. 4, 2023 2/3 of day spent on site-based PD and 1/3 of day for teacher preparation.

During the first five (5) days of each calendar Instructional Councils will work with the staff on a schedule that includes:

- Helping with student registration as needed: staff should be assigned in shifts that do not interfere with other obligations for no more than one-half (½) a day.
- Staff orientation: no more than one-half (½ a day).
- Site-directed professional development*.
- District-directed professional development equal to one full day as scheduled by the C&I Department
- Preparation time: one (1) day.

*Site-directed professional development planning should connect with the Instructional Council and administration with school goals and individual adult learning needs.

PD for the specialized role groups listed below will be Monday, August 3rd.

- Audiologists
- Librarians
- Nurses
- Head Teachers
- Social Workers
- Counselors
- APE Teachers
- Fine Arts Teachers (all levels)
- Interpreters
- SLPs, OTs, and PTs
- IEP Specialists
- IGS1 and IGS2
- SCS2 and SCS3
- SES1 and SES2
- Pre-K/Developmental Pre-School
- CTE teachers
- Health Teachers

School Psychologists, Transition Specialists, and Diagnosticians will have one (1) day of PD during the first week the role groups are on contract.

J.2 Elementary Special Education Head Teacher

The District and the Federation agree that, as funds become available, an additional differential of $2,800.00 will be allocated for an additional Elementary Head Special Education Teacher at school sites where head teachers currently have no time released within the duty day.

Allocations will be prioritized based on the Special Education Department's criteria including the greatest number of Special Education programs at the elementary site and a large number of programs serving Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1), and Social Emotional Support 2 (SES2) students.

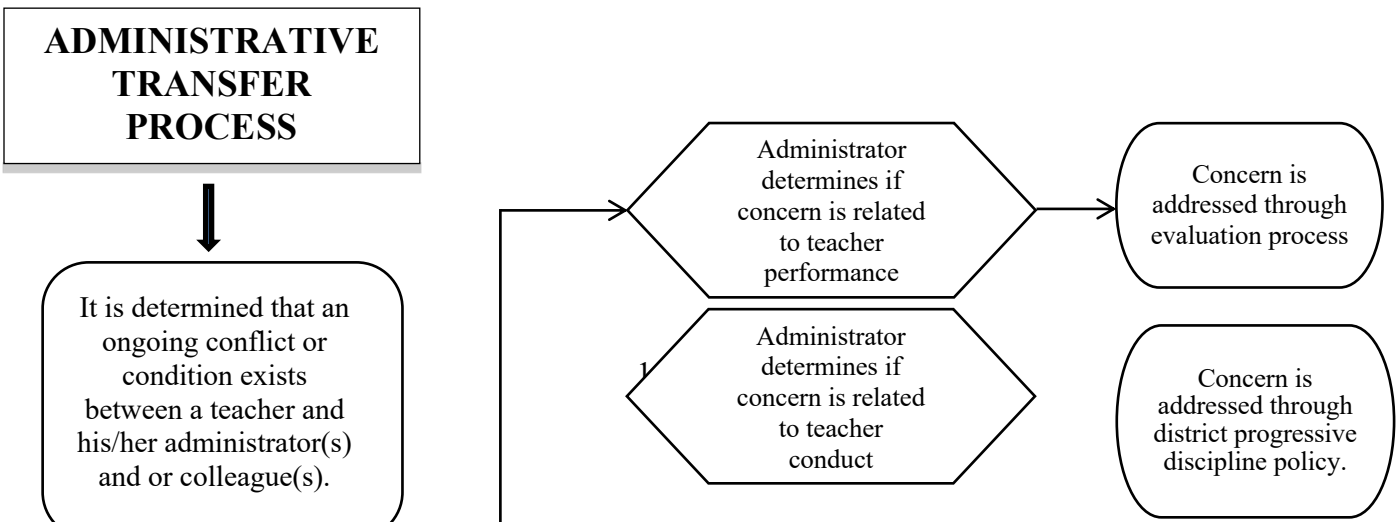
J.3 Administrative Transfers

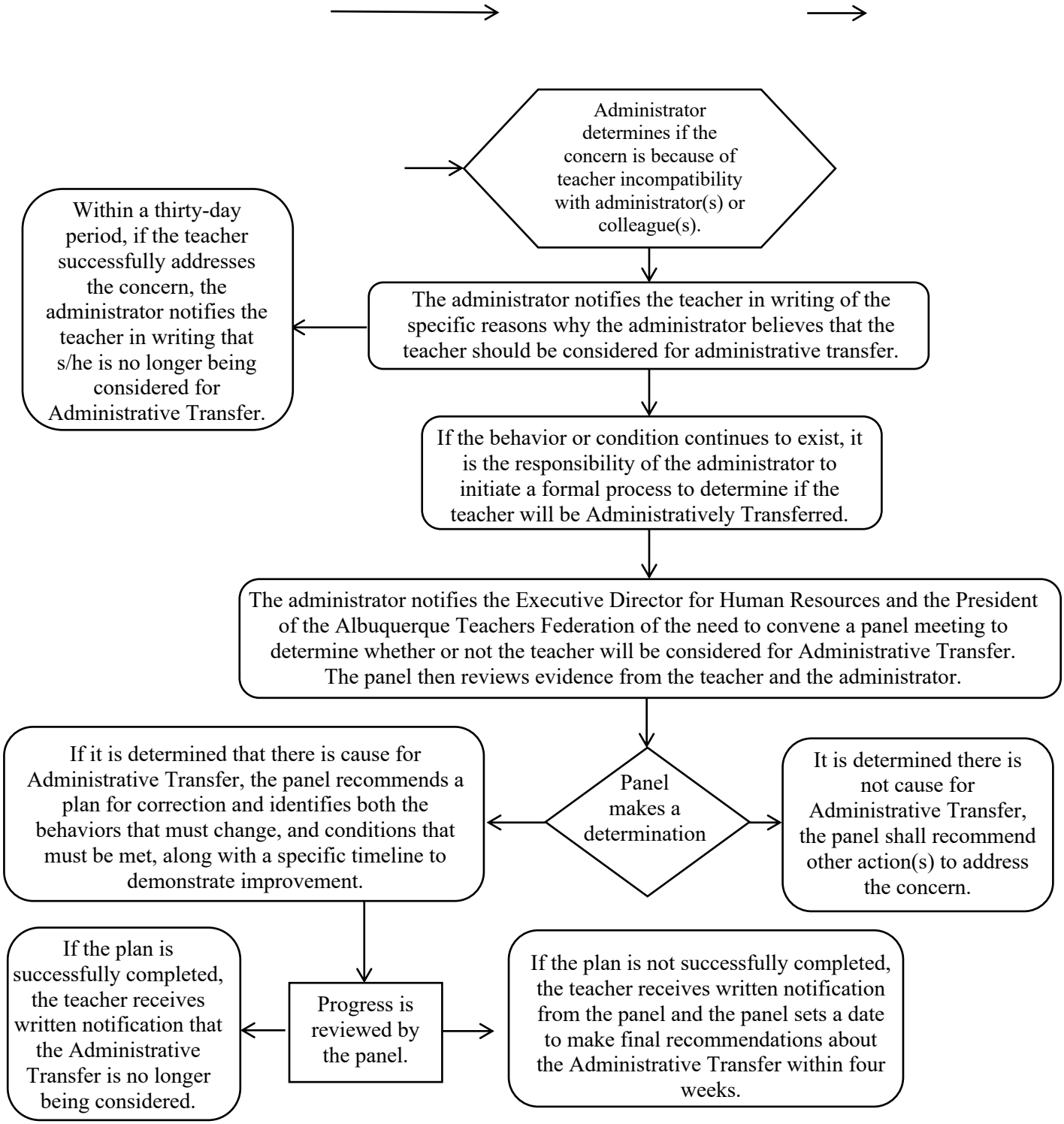
A. The parties have a mutual interest in establishing an Administrative Transfer process that is fair and addresses concerns not related to teaching performance or issues related to conduct. The pilot process in this agreement shall continue to be in effect for the 2011-2012 school year.
   1. The parties agree to evaluate the effectiveness of the process during contract negotiations for the 2012-2013 contract.
   2. The parties agree that the process included in this agreement will be used when determining whether an educator can be administratively transferred from one school or site to another.
   3. As part of the process in this provision, the parties agree to establish a panel consisting 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).

B. Administrative Transfer Process
   1. If there is an ongoing conflict or other condition that exists between an educator and his or her administrator(s) and/or colleague(s), it is the administrator's responsibility to determine if the concerns about an educator are related to teaching performance that should be addressed through the evaluation procedure or specific conduct that should be subject to the district's progressive discipline policy.
   2. If the administrator determines that the actions of the educator or other conditions result in the educator being incompatible with the administrator or colleagues at the school, the administrator will notify the educator of the specific reason(s) in writing why the administrator believes that the educator should be considered for an Administrative Transfer.
      a. Employees will have a minimum of one month to demonstrate that the concerns have been addressed.
      b. It is recommended that the parties meet periodically, even after the issue is resolved.
   3. If, after being notified of the concerns, the behavior or condition stops or ceases to exist, the administrator will notify the educator in writing that he or she is no longer being considered for an Administrative 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 educator will be administratively transferred.
      a. The administrator will notify the Executive Director of Labor Relations and the President of the Albuquerque Teachers Federation (ATF) that they want to convene a meeting of the panel to determine whether the educator will be considered for an Administrative Transfer.
      b. The panel shall convene and review the evidence presented by the administration and the educator. Both the educator 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.
      c. The panel will determine if the behavior or condition could warrant an Administrative Transfer.
      d. If the case does not meet the panel's criteria the panel shall notify the administrator and the educator 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 educator and administrator seek mediation services from the district's Employee Assistance Program.
      e. If the behavior or condition meets the criteria for an administrative transfer, 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.
      f. The plan shall be provided to the educator, the site administrator, HR and ATF.

g. At the end of the established timeline, the panel shall reconvene to hear of the progress or lack of progress made. If the educator has successfully completed the steps, they shall be notified of expectation that the behaviors or conditions within the educator's control become permanent. At this point the educator shall be notified if they are no longer being considered for an Administrative Transfer.
h. If the conditions of the plan have not been met, the panel will notify the educator and set a final meeting date no later than four (4) weeks later to make a final recommendation about the process and timeless for the Administrative Transfer.

C. If, at any point during the process, the administrator wishes to remove the educator from consideration for an Administrative Transfer they may do so.
D. Educators may seek a voluntary transfer in accordance with Article 16, B. of the agreement at any time during the process.
E. If, while on the Administrative Transfer plan, new problems are identified, the behaviors or conditions related to the problems could be addressed by the panel.
F. If an educator successfully meets the conditions of the plan but the problems originally identified arise at the same school site with the same administration, the educator 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 educator in the process. If so, the panel shall convene a meeting to hear evidence and determine if the educator should be transferred.





J.4 Testing Coordinator Responsibilities and Compensation

The District and the Federation agree to negotiate language creating a differential for the teacher leadership position of School Testing Coordinator as funds become available for the compensation of this position.

The School Testing Coordinator:

- Coordinates and organizes all testing activities at the school site.
- Develops and orchestrates the testing schedule and testing logistics for the site.
- Attends all mandatory district meetings to receive appropriate training in state testing guidelines
- Provides appropriate training at the school site to individuals who will administer standardized tests to ensure proper testing protocols, procedures, and test security measures are followed.
- Maintains school-wide general test security.
- Coordinates and consults with the school principal on all testing irregularities.
- Reports all testing irregularities to the district testing manager.
- Coordinates with the head special education teacher to ensure that appropriate testing accommodations are made available for special education students who require such accommodations.
- Coordinates with the ELL teachers to ensure that appropriate testing environments are made available for ELL students.

For the 2022-2023 school year, the .6 FTE will remain the same for high schools. The position is not an elected position.

Middle schools will receive a .2 FTE for the positon.

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

Based on school enrollment:

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

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

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

Decisions about how to disburse the funds available to best support the testing responsibilities will be collaboratively planned through the Instructional Council. Only employees in the teacher bargaining unit, the site principal and assistant principal(s) are eligible to receive testing coordinator compensation. Schools may also use testing coordinator funds for substitutes.

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

J.5 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-term 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.

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

I (name of employee) _____ accept temporary assignment as a voluntary transfer to the short-term position of (position description)_____ at (location)_____ with the understanding that the duration of the assignment shall be until (date assignment concludes) _____. I understand that following the 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: _____

J.6 Staff Feedback on Principal Performance

The parties agree that one essential component of a productive principal evaluation system is staff feedback. Toward that end, the District and the Federation agree to start using a jointly created instrument for the 2013-2014 school year.
See APPENDIX K, APS PRINCIPAL SURVEY, page 131.

J.7 Sick Leave Task Force

ATF and APS agree to establish a task force with all six (6) bargaining units and all employee groups during the 2015-2016 school year.

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

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

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

J.8 Air Force JROTC Instructors: Reductions in Air Force Contributions for JROTC Instructors' Summer Work

As a result of the 2014 reduction in the Air Force contribution for Air Force JROTC Instructors' summer work, APS and ATF agree to the following:

Starting July 01, 2014, APS will not pay the two months of military contribution of the Minimum Instructor Pay (MIP) that the Air Force Headquarters no longer pays to the JROTC programs.

APS will continue to pay the school district's portion to the MIP.

All AF JROTC instructors remain on a two hundred sixty (260)-day, 12 month contract.

AF JROTC instructors work with the APS JROTC leader to agree upon time worked during the summer months, in accordance with Article 5.C.12.

This MOU will be reviewed by both parties in the spring of 2015.

J.9 Leave Task Force

ATF and APS agree to establish an APS/ATF Task Force on Leave during the 2016-2017 school year. The members of this task force will make recommendations about the following:

A transition from the two (2) categories of personal leave and sick into one (1) category called "leave."

A district-wide meritorious attendance program.

The Task Force will include representatives from various employee groups in APS and therefore the recommendations will be inclusive of all those concerned.

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

J.10 Principal and Teacher Accountability and Assessment Advisory Councils

The Principal and Teacher Accountability and Assessment Advisory Councils working with the staff of the Office of Accountability and Reporting have reached six essential agreements around assessment in Grades K–12.

1. Essential to a quality assessment system is capacity building to support teachers in designing and using authentic assessments and capacity building for principals around assessment literacy and the appropriate uses of assessment.
2. In keeping with the goal of maximizing instructional time, the District will mandate only essential assessments over and above those mandated by statute or rule from PED.
3. Those few district assessments must support instructional decision-making for students, reporting to parents, and support program improvement efforts at the classroom, school, and district levels.
4. Any district-mandated assessments will be aligned to standards (not curricula or programs), will be clearly communicated to teachers and principals, and the reason for these assessments will be articulated not only to principals but also directly to teachers who are affected.
5. District-mandated and district-offered (optional) assessments will be jointly reviewed and selected by principal and teacher representatives and recommended to all members of these role groups for review and comment.
6. The current format of state-mandated assessments limits their usefulness; results may be used to establish broad trends of performance but are not appropriate for individual student planning. The Councils support limiting the use of these assessments at the district-level to these described uses.

ATF and APS agree to establish a Task Force during the 2017-2018 school year to review the agreements and make recommendations to the APS/ATF Living Contract Committee about implementing the essential agreements.

The APS/ATF Essential Agreements around Assessment Task Force will be made up of no fewer than 3 and no more than 6.

J.11 Special Education Teacher Preparation Time

The parties have a mutual interest in ensuring that special education teachers receive sufficient preparation and planning time.

A. The parties agree to the following:
    1. Before the beginning of each school year, secondary schools will submit a plan detailing how preparation periods/times are scheduled. If preparation time is scheduled for teachers through coverage by non-licensed employees, the lesson or activity should be associated with the class curriculum and/or students' IEPs.
    2. Teachers shall not be required to send classes to another teacher (who has a class of students) to get their preparation period.
    3. Each elementary school shall strive to equalize the amount of preparation time general and special education teachers receive. Each elementary school shall submit a plan detailing how it has tried to equalize the amount of preparation time general and special education teachers receive.
    4. The establishment of a joint panel to make determinations or offer recommendations about conflicts or problems associated with issues related to this memorandum of understanding and any future agreements related to the topic of special education preparation time.
B. The parties agree to discuss and attempt to reach conceptual agreements on the following issues prior to the start of 2012-13 negotiations:
    1. Ways in which special education licensed personnel can be assigned to school sites (either one school site or, if funding is not available, multiple sites) to free up time for preparation and planning for teachers. Increasing licensed personnel would allow teachers to get preparation time and ensure that students receive instruction from a licensed teacher.
    2. Assuring that scheduled recess times at elementary schools designated as preparation time include all special education teachers.
C. The parties agree to jointly research the financial impact of creating elementary school schedules that allow for meaningful and educational activities and/or lessons to be conducted by an educational assistant during specials and physical education instruction.

J.12 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 fewer than three (3) and no more than six (6) administrators selected by the district and an equal number of educators selected by the union.

J.13 Workstations

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 career and technical education classes.

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

J.14 Teacher Leader Facilitators 2020-2021

MEMORANDUM OF UNDERSTANDING
Teacher Leader Facilitators 2022-2023
BACKGROUND:

APS and ATF believe that professional development (PD) is most effective when it is site-based, embedded in everyday work, and offered "just in time." To that end, we are dedicated to a PD structure that includes:

ISS- Instructional Support Specialists (District)
Creates and delivers face-to-face and online PD in support of district academic goals and initiatives.

TSS-Teacher Support Specialists (Zone)
Supports individual zones, schools, and teachers through support of teacher leadership and delivery of school-based PD.

TLF-Teacher Leader Facilitators (School)
Differentials allocated to schools to support school-based instructional support.

THE GOALS OF THE PD STRUCTURE INCLUDE:

- Provide support for District-level programs and materials implementation.
- Address individual school and zone goals and needs.
- Build teacher leadership capacity in all schools.
- Broaden the modes of accessing professional learning.
- Meet teachers' individual professional learning needs.
- Support the transition to restorative practices in schools.
- Provide for equitable access across zones and school levels.

ALLOCATION INFORMATION:

Teacher Leader Facilitators (TLF) at each site will receive a $4,000.00 differential. The number of allocations at each school will be based on the number of staff at a ratio of approximately one (1) TLF per thirty (30) classroom teachers. The differential amount and TLF ratio may be adjusted annually based on Title II funding. If possible, any change in the amount of the differential will be communicated by May 1 of the preceding school year so ongoing or incoming TLFs and school sites may make informed decisions.

- Teacher Leader Facilitators are elected by, and must be from, the constituency they serve: all general and special education classroom teachers.
- For the purposes of this position, "classroom teacher" is defined as any person with students assigned to them through Synergy in a class other than Advisory with a minimum assignment of .6 FTE as a classroom instructor.
- Teacher leader facilitators will serve a two (2)- year term and be governed by the same procedures present in the Negotiated Agreement for all other elected teacher leader positions. Instructional Councils may decide in advance to stagger elections so that consistency in the TLF group is maintained.

- To determine the number of differentials/TLF positions at each site, add the total number of general education and special education teaching staff assigned to the school and divide by thirty (30). Then, round up or down. For example:
    - If your site has thirty-four (34) licensed teaching staff, you will be allocated one (1) differential.
    - If your site has forty-five (45) licensed teaching staff, you will be allocated two (2) differentials.
    - If your site has seventy-five (75) licensed teaching staff, you will be allocated three (3) differentials.
- For questions about the number of differentials, please refer to the APS intranet Curriculum and Instruction department page.

JOB DESCRIPTION: Teacher Leader Facilitator (TLF)

In addition to regular classroom duties, the TLF is an instructional leader who collaborates with the Instructional Council and administration to provide support for the professional development needs at the school level in conjunction with school goals and individual adult learning needs. TLFs have the responsibility and discretion to design PD based on the agreed-upon topics and intended audience. TLFs are also expected to regularly collect formal and informal feedback from their constituents. TLFs will not serve in an administrative or supervisory capacity. TLFs will utilize appropriate strategies for adult learners, such as:

- Valuing the experiences and knowledgebase of the adult learners
- Maintaining relevancy, applicability, and practicality
- Integrating opportunities for sharing and empowerment
- Making experiences convenient
- Allowing for feedback to be given and received by facilitators and participants
- Providing choice and flexibility when applicable
- Appealing to various learning styles and content areas
- Engaging all learners
- Building professional relationships and shared knowledge
- Utilizing hands-on, interactive learning techniques
- Modeling research-based teaching practices

TLFs should expect to dedicate an average of two (2) to three (3) hours a week to the work of being a TLF. This work may include tasks such as meetings, planning, research, facilitation of professional learning opportunities, and support for newer teachers and long-term substitutes.

For the 2022-2023 school year, TLFs are expected to participate in their own professional development. TLFs will be required to attend one full day of professional development each semester and will also be expected to attend up to three sessions outside of the duty day per semester. These trainings will be provided by C&I. There may also be opportunities for TLF PD during the summer.

Specific resources for TLFs can be found at the TLN Support website:
https://sites.google.com/aps.edu/tlnhub/content-resources?authuser=1

Site-Based Job Description Decisions

A more detailed job description with site-specific needs should be outlined by the Instructional Council prior to holding any elections for TLF positions. This description should address the following:

- Any role in response to district initiatives
- Estimates of activities or requirements that will occur outside of the duty day
- A tentative professional development schedule with times and opportunities for TLFs to facilitate whole staff professional development and other learning opportunities (this may include the

August and January site-based PD time, monthly staff meetings, lunch-and-learn opportunities, topic-based collaborative group facilitations, book studies, etc.)

- A prioritized list of important topics for which the staff wishes to have professional development. Feedback may be collected formally and informally throughout the year so the Instructional Council and TLFs can adjust according to need. TLFs and Instructional Councils are encouraged to provide suggestions from which staff can choose while also allowing for staff suggestions.
    - Suggestions of large topics include, but are not limited to:
        - Social-emotional learning
        - Integrating technology into the classroom
        - Cross-curricular planning
        - Project-based learning
        - Rubric creation
        - Common formative and summative assessments
        - Trauma-informed teaching
        - Restorative justice practices

Essential Functions:

- Work with instructional council and administration to help plan and structure delivery of professional development and training at school sites.
- Collaborate with Teacher Support Specialist and other district support to bring PD and resources to school site based on district, school, and teacher needs.
- Collaborate and share PD plans with Teacher Support Specialist to create specific professional development as requested by the staff, Instructional Council, and administration. Sharing of PD work may be done through avenues such as in-person meetings, shared Google folders, invitations to participate in PD offerings, etc.
- Attend regularly scheduled Leadership Institutes with Instructional Support Specialists and Teacher Support Specialists to collaborate with other members of the TLN, engage in personal professional learning, and learn about district-wide programs and initiatives. The district will work to vary the times of these meetings so teachers do not always miss the same classes at the secondary level.
- Participate in feedback surveys regarding the efficacy of the Teacher Learning Network so that the TLN can continue to adjust based on this feedback.

Essential Skills:

- Strong written and oral communication skills.
- Full understanding of content areas and pedagogy relevant to the school-specified PD needs.
- Demonstrate best practices in instructional strategies within own classroom.
- Experience integrating technology into instruction.
- Leadership experience with adults in a school setting with a strong grasp of emotional, cognitive, and motivational needs of adult learners.
- Ability to work cooperatively and maintain professional relationships with colleagues.

Minimum Requirements:
Level II or Level III classroom teacher

GENERAL GUIDELINES for TLF ELECTIONS

TLF elections will occur in May before the end of the preceding school year so that adequate time is offered for TLFs and Instructional Councils to collect feedback and work on the development of the start-of-the-year PD day.

TLFs will be elected by the constituency they serve: all regular and special education classroom teachers.

To conduct the TLF elections, refer to guidelines for leadership elections in Appendix H on page 109 and adapt as necessary. For questions or support, reach out to APS Department of Human Resources or ATF.

Prior to the election, all candidates should respond to the candidate questions below and their responses should be made public to the universe of voters.

Candidate Questions for Elections:

Candidates for the TLF position(s) will provide responses to the following questions and submit the responses to the site principal(s) and the Instructional Council so that they may make the response available to all voting staff members before an election occurs. Sites can adjust and augment these questions.

1. Have you ever promoted professional development activities to improve math, science, and literacy?
2. Describe what you know about the needs of adult learners.
3. What is your specific content area of expertise and how would you apply that knowledge to staff-wide professional development?
4. What is your vision for supporting staff-wide professional development?
5. Describe an example of how you have worked collaboratively on a task in the past.
6. How might you address a situation in which you disagreed with your supervisor regarding a task you have been directed to complete?
7. Describe your organizational skills and give an example.

PROGRAM EVALUATION

Feedback from all stakeholders, including district and site personnel, will be utilized to adjust the model annually.

In addition, if there are site concerns about the Teacher Leader Facilitator's ability to fulfill their responsibilities, the following procedures will be followed:

1. The principal will contact the TLF about the concern with their ability to fulfill the responsibilities based on the TLF job description.
2. If the concern continues, the principal will meet with the teacher again and document the concern.
3. If, after support is provided and the concern persists, a meeting will be scheduled with the TLF. Attendees at the meeting will include the TLF, the site principal and a representative from ATF and the Department of Human Resources.
4. Possible termination of the teacher's TLF position also may be determined at this time.
5. The TLF job description will serve as the evaluation tool.

Note: The Title II money that funds this program is based on federal and state grant money and, as such, the continuation of the program will be determined on a year-to-year basis.

The goal of all C&I PD is to ensure that there is a focus on the instructional pillars of Equity and Access for all Students and Staff; High-Quality, Equity-Driven Instruction for Every Student; and Social and Emotional Learning.

The district support focus for the 2021-2022 school year will be:

- Social Emotional Learning (SEL) techniques interwoven into daily practice and school structures.
- The understanding and beginning implementation of classroom-based and school-wide restorative practices.
- Math instruction with new materials and working on a constructivists approach.
- Elementary Structured Literacy implementation.

J.15 Student Discipline Task Force

Memorandum of Understanding
Student Discipline Task Force

During the 2020-2021 school year ATF and APS agree to establish an APS/ATF Task Force for the purpose of making recommendations on changes to Article 21, Student Discipline.

The members of this task force will make recommendations that include but are not limited to:

- A common definition of Restorative Practices.
- A transition in middle and high schools from In School Suspension (ISS) programs to Student Success Centers in which there is a rotation of licensed staff trained in Restorative Justice Practices assigned to the center.
- A Conflict Mediation program in elementary schools so that students learn how to resolve conflicts early in life, and with words.
- Social emotional learning as a basic component of the school's student discipline program.
- A crosswalk of existing charts that list current common consequences with restorative adult responses.
- Tracking suspension data with the intent of decreasing suspensions as a response to all but the most egregious of issues.
- Developing a positive school culture that provides students with a supportive environment in which to grow, both socially and academically.
- The development and implementation of a positive school culture and climate with social emotional learning as a basic component of the school's program.
    - The social emotional learning programs will focus on helping students develop pro-social behavior and fundamental life skills, including:
        - Recognizing and managing emotions
        - Developing caring and concern for others
        - Establishing positive relationships
        - Making responsible decisions
        - Handling challenging situations constructively and ethically

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

J.16 A Professional Workday Pilot 2020-2021

MEMORANDUM OF UNDERSTANDING
A Professional Workday Pilot 2020-2021
(Time differential)

Goal: To create a pilot for an 8-hour professional workday for the employees represented by the ATF

Notes:

- The intention of this pilot is to include all the time needs above in a professional day while preserving student instructional time.
- At pilot schools all staff will have a flexible seven and one-half (7.5)-hour professional day plus a duty-free, thirty (30)-minute lunchtime.
    - Flexible means that time may be banked so, that if needed, staff can choose to add time to one day and take time from another.
- Licensed staff at the pilot school will earn a time differential of $5,000.00 on their base pay.
- Educational assistants will be included in the additional time at their hourly rate.

There are many needs for time to be added to the six and one-half (6.5) hour duty day. For this pilot APS and ATF created the guidance below in order to address these needs to the extent possible.

How the additional time will be used (pilot study year)

- One day a week for Collaboration with a minimum of thirty (30) Collaborative Time meetings for the year. Collaborative Time will be moved out of the traditional instructional/duty day.

- One day a week for School Leadership or Professional Learning Time.

- One day a week for Committee Time. Through the Instructional Council, each school will be responsible for defining committee needs and creating a method for all staff to sign up for a committee assignment.

- One day a week for Professional Duties Time. This time is self-directed and based on the individual needs of the staff.

- One day a week for Planning and Preparing Time. This time can be self-directed or collaborative.

During the pilot year, each site will be responsible for collecting qualitative and quantitative data based on a study designed by the Office of Accountability and Reporting. The study will be designed to determine the effectiveness of the pilot, suggestions for change, and the potential for taking an eight (8)-hour professional day to scale district-wide.
The results of the study will be shared with the pilot sites and submitted to APS and ATF leadership.

Definitions:

- Collaborative Time–a team of educators committed to working together and collaborating in ongoing processes of collective inquiry and action research to improve teaching and

learning.

- Professional Learning and School Leadership Time
    - School Leadership–building school culture, visioning, district and state mandates, site-based goal setting, and implementation.
    - Professional learning–Teacher leader Facilitators collaborate with Instructional Council and administration to provide support for the professional development needs at the school level in conjunction with school goals and individual adult learning needs.

- Committee Time–Department Meetings, Instructional Council, SAT, other committees, etc.

- Planning and Preparing Time–self-directed or collaborative instructional planning and preparation.

- Professional Duties Time–family communication, grading, entering data, mandatory paperwork, etc.

J.17 School Psychologist Role and Responsibility Task Force

Memorandum of Understanding
School Psychologist Role and Responsibility Task Force

During the 2021-2022 school year ATF and APS agree to establish an APS/ATF Task Force for the purpose of making recommendations on the role and responsibilities of school psychologists within APS.

The members of this task force will make recommendations for changes that include, but are not limited to:

- Recruiting highly talented and diverse school psychologists.
- Expanding school psychologist job role to possibly include participation in school-based Multi-tiered System of Supports (MTSS) leadership, SAT, or Health and Wellness Teams.
- Possibly expanding the school psychologist's job role to include school-based consultation with teachers and other educators and school staff on social-emotional or behavioral interventions and supports for students.
- Utilizing school psychologists to facilitate training and professional development in social-emotional and behavioral interventions to school staff in collaboration with other role groups such as school counselors and school social workers.
- A transition plan for supporting the expansion of school psychologist job responsibilities while APS recruits and hires additional staff.
- Working with APS's MTSS to effectively support the social-emotional and behavioral well-being of students.
- Involvement in processes related to FBAs/BIPs, SATs, intervention support, or health and wellness

issues.

- Aligning APS practices with the state administrative code definitions of the scope of school psychologist practice and national professional practice models for school psychology.
- Allow school psychologists to provide enhanced supports through an MTSS framework to teachers and educators who work with students with challenging behavior to increase their time engaged in teaching and learning.

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

J.18 Staffing Schools for the Needs of Students Task Force

Memorandum of Understanding
Staffing Schools for the Needs of Students Task Force

Support staff can have profound effects on student learning and are vital to properly addressing everyday student issues such as physical and mental health problems, homelessness, and other adverse childhood experiences.

Working conditions—which also define learning conditions for students—are a strong predictor of educators' decisions about where to teach and whether to stay. Appropriate staffing for the needs of students is an essential aspect of teaching and learning conditions.

Supporting student mental health in APS is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students.

Student mental health needs are best served when the school community is supported by a team of trained professionals and support staff including Licensed School Social Workers, Licensed School Counselors, Licensed School Psychologists, Licensed School Nurses, and Behavioral Support Specialists or equivalent educational support professional staff.

Each public school servicing students in Grades PK—12 should have a Mental Health Team comprised of staff in these positions. These individual positions will each play a distinct and important role in providing complementary mental and physical health supports to students. Students identified as requiring special education services deserve the very best service as provided by Speech and Language Pathologists, Occupational Therapists, Physical Therapists as well as Diagnosticians and School Psychologist Evaluators.

We must begin the work to staff schools based on the needs of students. To that end, APS and ATF agree to form a task force to investigate caseload limits and staffing levels for Essential and Related Service Educators.

Furthermore, the Task Force should make recommendations on how to attract the appropriate workforce into these categories and into employment with APS.

J.19 Essential and Related Educator Staffing Levels and Use of Contract/Telepractitioners Task Force

Memorandum of Understanding

Essential and Related Educator Staffing Levels and Use of Contract/Tele-Practitioners Task Force
During the 2021-2022 school year, ATF and APS agree to establish a joint Task Force for the purpose of making recommendations for the attraction and retention of APS practitioners in all essential and related service role groups represented by ATF and establishing procedures for the use of outside contract and/or tele-practitioners. The task force will:
Research ways to promote the hiring of APS employees and posting of all individual vacancies available instead of "pool" style postings.

Seek that all current openings be posted online, with interviews scheduled for all applicants until existing openings are filled.

Create a system for existing employees in all shortage areas to be offered the opportunity for extended contracts before contractors and/or tele-practitioners are hired.

Research what could be offered to current and future APS employees that would entice them to work for APS rather than as private contractors.

Research the true costs associated with APS's use of outside contract and tele-practitioners, including a salary analysis of outside practitioners compared to current APS practitioners, their use of APS resources such as offices, printing, and educational and evaluation materials, and any possible liability issues.

Discuss the benefits to students of having a dedicated and consistent APS practitioner working with them and research possible limits on the use of outside practitioners.

Research ways reduce and eliminate poaching by contractors and/or tele-practitioners of current APS employees and their agencies' use of district resources.

Finally, research and establish caseloads for each role group that would constitute a full-time caseload within APS.
APS/ATF Task Forces will be made up of no fewer than three (3) and no more than six (6) administrators selected by the district and an equal number of educators selected by the union.

J.20 Review of the Role and Responsibilities of Testing Coordinators

MEMORANDUM OF UNDERSTANDING
Review of the Role and Responsibilities of Testing Coordinators

ATF and APS agree to establish a Task Force to review the role and responsibilities of Site Testing Coordinators.

The members of this task force will make recommendations for possible changes in current contract language and differentials based on the current required testing at each level of schooling.

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

J.21 Student Loan Repayment Assistance Program

MEMORANDUM OF UNDERSTANDING

Student Loan Repayment Assistance Program

1. The Albuquerque Public Schools shall establish a tax-exempt Section 127 Educational Assistance Program ("the Plan") to reimburse eligible employees for education loans as authorized by the Consolidated Appropriations Act (CAA). Benefits will become effective on April 4, 2022.

2. The Albuquerque Public Schools shall reimburse employees no more than $5,250 for qualified student loan payments in a calendar year under the terms of the Section 127 Plan Document. Should lawmakers enact an increase or decrease to the $5,250 ceiling, the Albuquerque Public Schools may adopt the new ceiling on the effective date.

3. The cost of administering the plan shall be borne fully by the employer.

4. Expenses eligible for reimbursement by the Employer under the Plan include the payment by an employee toward the principal or interest on any qualified education loan incurred by the employee for the education of the employee. Under Section 127, the Plan cannot be used to reimburse education loans for the education of a spouse or dependent.

5. The program will be administered and conform to all IRS requirements governing Educational Assistance Programs.

6. The District and the Federation shall establish a committee, which shall be composed of an equal number of Employer and Union representatives. The committee shall establish procedures and forms to gather the appropriate information from employees in order to administer the Plan, including proof of student loan debt and repayment eligible for reimbursement

7. The Federation and the district will advertise the availability of limited student loan repayments and create a sign-up system.

    a. Eligibility is contingent on employees attending a Student Debt Clinic offered jointly by the Federation and the District, which educates employees on potential public student loan forgiveness programs.
    b. As of March 31, 2022, all those who signed up and are proven to be eligible shall attend the Student Debt Clinic.
    c. Upon completion of the Student Debt Clinic all qualified participants will then be eligible for an equal share of the $1million allocated for the program.

8. The CAA authorized this tax-exempt employer-paid student loan repayment benefit to run through December 31, 2025, but the APS Board must approve any extension beyond the end of the 2021-2022 school year and has sole authority to determine whether the program will be extended and, if it is, the extent to which benefits will be funded. Upon expiration or modification of the law governing Section

127 Educational Assistance Programs or upon decision of the APS Board not to extend the Program, whichever comes sooner, the Program will terminate.

9. This MOU is based on availability of ARPA funds and the parties agree that if those funds are unavailable in any future year, the program will terminate.

J. 22 Discharge and Termination

Memorandum of Understanding Regarding the Appeal of
Discharge and Termination Recommendations

Albuquerque Teachers Federation ("ATF"), and Albuquerque Public Schools Human Resources Department ("APS"), have come to the following agreement regarding the procedure for appealing discharge and termination recommendations by APS:

- After receiving discharge or termination letter from the Superintendent the subject employee may file a level 3 grievance pursuant to the Negotiated Agreement and appeal the recommendation to a three member panel of hearing officers, which shall be the members of the APS Labor Board (hereinafter "the Panel").

- The Panel will serve as the role of hearing officers and hear arguments from APS and the employee regarding the conduct at issue.

- Both the employee and APS may be accompanied by a person of the party's choice to represent them at the hearing, whether an attorney or an ATF representative.

- The Panel will determine the date and time of the hearing.

- The employee and APS shall exchange witness lists and exhibits lists five (5) days prior to the hearing.

- Unless otherwise agreed by the parties or determined by the Panel, the hearing will be a maximum of 4 hours. Each party is allowed 2 hours to present. The presentations may consist of opening statements, examination of witnesses, the production of documents, and closing arguments. An official record shall be made of the hearing.

- The Panel may affirm, reject or modify the proposed discipline from the school district.

- A hearing completed pursuant to this MOU shall satisfy the Level III Grievance procedure and requirements set forth in the Negotiated Agreement.

- The Panel's decision will be provided to the APS School Board within five (5) days.

- If the employee wishes to appeal the Panel's decision to the Board of Education, the issue will proceed pursuant to the School Personnel Act, NMSA 22-10A-27 for discharges or pursuant to NMSA 22-10A-24 for terminations.

- However, the parties hereby agree and stipulate that in lieu of a second hearing as outlined in NMSA 22-10A-27 for discharges or NMSA 22-10A-24 for terminations, the parties will provide the APS Board of Education with the record presented to the Panel, the Panel's decision, and additional oral or

written arguments from each party, which will be limited to thirty (30) minutes per party, unless otherwise ordered by the APS Board of Education.

The following parties agree to proceed with the procedure regarding the appeal of discharge and termination recommendations described above and are authorized to make this agreement.

J. 23 High School Task Force

MEMORANDUM OF UNDERSTANDING
High School Task Force

ATF and APS agree to establish a Task Force to research, discuss and develop joint recommendations about the following:

1. High School start time (Research shows that school start time has an impact on how students perform academically.)

2. Seniors taking a full(er) schedule.

3. High school course patterns (suggestions to legislature, credit for MS NM History, movement to six-period day).

4. Graduation date after end of year (tied into senior final grade deadlines for teachers).

5. Office hours built into duty/school day.

6. Site-based mental health recommendations and requests for support.

7. An asynchronous learning day connected to graduation.

The APS/ATF HS Task Forces will be made up of no fewer than three (3) and no more than six (6) administrators selected by the district and an equal number of educators selected by the union and will convene no later than August 31, 2022.

The members of this task force will present recommendations to the Superintendent and Union President no later than October 28, 2022.

When working on the HS start time the task force will include the APS Chief Operations Officer and the APS Director of Athletics.

J.24 Middle School Task Force

MEMORANDUM OF UNDERSTANDING

Middle School Task Force

ATF and APS agree to establish a Task Force to research, discuss and develop joint recommendations about the following:

1. Middle school philosophy, structures and schedule.

2. Office hours built into duty/school day.

The APS/ATF MS Task Forces will be made up of no fewer than three (3) and no more than six (6) administrators selected by the district and an equal number of educators selected by the union and will convene no later than August 31, 2022.

The members of this task force will present recommendations to the Superintendent and Union President no later than October 28, 2022.

J.25 Mountain School Closure

Mountain Schools Closure
Memorandum of Understanding

- All A-Schedule employees (including teachers, counselors, and nurses) are contracted by Albuquerque Public Schools to work 6.5 hours per day for 184 days per school year. When schools are closed for snow days (or other unforeseen reasons), days are traditionally added to the end of the school year.

- This is not the case for APS mountain schools. These schools are A. Montoya Elementary School, San Antonito Elementary School, and Roosevelt Middle School. Mountain schools have additional instructional hours for students embedded in their school day so that when they are closed when the rest of the district is open, the instructional days do not have to be made up at the end of the school year. These additional instructional minutes are not equal to additional contract days.

- The additional instructional minutes are not equal to additional contract days. As such, A-schedule employees at mountain schools are expected to work on non-districtwide snow (closure) days. Working on mountain snow days does not include instructional work with students. Mountain snow day work may include, but is not limited to, virtual work such as grade level meetings, staff meetings, IC meetings, IEP meetings, SAT meetings, or individual planning. This work may be required as possible depending on access to technology and working internet.

- A-Schedule employees are not required to report to campus on closure days.

J. 26 Restorative Practices MOU

APS and ATF: A Mutual Interest in Moving Toward Restorative Practices

The District and the Federation share the belief that providing a high-quality education for the children of Albuquerque is the paramount objective our district. An essential element of this goal

is helping students develop pro-social behavior and fundamental life skills, including:

- Recognizing and managing emotions
- Developing caring and concern for others
- Establishing positive relationships
- Making responsible decisions
- Handling challenging situations constructively and ethically

As the result of joint research and collaborative work, APS and ATF have developed a mutual interest in moving toward restorative practices in all schools. Restorative practices have proven to be a strong strategy in the development of pro-social behavior and fundamental life skills which can support students' connections to both staff and other students.

Restorative values and principles include dignity, respect, accountability, and fairness. Evidence is clear that restorative practices contribute to a positive school climate which in turn has been proven to prevent bullying, reduce disciplinary incidents and violence, increase attendance rates and academic achievement, promote student mental and physical wellbeing, and aid in educator retention.

We believe that restorative practices implemented with SEL programming is an opportunity to acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions, achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions. By integrating these approaches together, restorative practices become a vehicle to develop students' SEL skills, which includes communication skills, kindness, empathy, and caring.
Social and Emotional Learning (SEL) Social and emotional learning is an integral part of child development and education.
Change requires intensive, carefully planned, and skillfully executed implementation. We acknowledge that strong, consistent leadership, trusting collaboration, system-wide communication, quality teaching, and high educator morale promote positive learning environments for students. We have agreed on the following implementation strategies for the 2022-2024 school years:

ONE: The Restorative practices/SEL Implementation Coordination Committee

The RP/SEL Coordination Committee role is to reduce or eliminate siloed efforts in the system. The committee will consist of representatives with experience and expertise in restorative practices and/or SEL from:

- The Office of Equity and Engagement
- The Office of Curriculum and Instruction
- The Office of Special Education
- The Office of Student, Family, and Community Support
- The Albuquerque Teachers Federation

The RP/SEL Coordination Committee will meet no less than monthly starting in August 2022 to communicate, coordinate, collaborate, analyze, plan, innovate, implement, and align efforts.

TWO: Shift School-Based Practices in 2022-23 and 2023-24

With the help and support of the counseling department and in coordination with middle and high school counselors, secondary schools will transition from In School Suspension (ISS) programs to Student Success Centers utilizing restorative practices.

The Office of Equity and Engagement, in collaboration with the Coordination Committee, will help to develop a prevention and intervention restorative practices guide for classrooms and schools.

A Conflict Mediation program will be implemented in elementary schools so that students learn how to resolve conflicts early in life, and with words.

The Counseling department, in collaboration with the Coordination Committee, will develop materials to distribute to every elementary school describing Conflict Mediation programs during the 2022-2023 school year. The program description will incorporate restorative concepts.

It is recommended that elementary schools create a student council with the intent of student ownership of the conflict mediation program.

Conflict mediation programs will be established through each school's instructional council by school year 2023-2024.

THREE: Modify Contract Language

Restorative and SEL practices should encompass not only student behaviors, but also staff behaviors, policies and procedures, pedagogical choices, curricular decisions, and schoolwide decision-making processes. As such APS and ATF agree to the following changes in Article 21: Student Discipline as a good faith effort in the transition from traditional consequence -based practice to restorative ones.

Article 21, STUDENT DISCIPLINE

A. The District shall provide reasonable support and assistance to teachers educators as described in the Student Behavior Handbook APS Handbook for Student Success 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.
    1. APS and ATF acknowledge the vital role of an effective discipline plan and culturally responsive restorative practices (see Appendix…) at the district level and for each school site.
    2. It is the goal of the parties to have a comprehensive district restorative practices policy in place and implemented by the 2025/2026 school year.
B. A Positive disciplinary program practices and strategies shall be continued in each school. Each teacher educator shall be given a copy of the school's disciplinary discipline policy as developed and/or modified by the principal, Instructional Council and/or faculty.

1. During the 2022/2023 and 2023/2024 school years, the IC, in conjunction with the TLF's, will:
    a. schedule appropriate training for all staff in topics such as, but not limited to, social-emotional learning, restorative practices, culturally responsive practices, anti-racist education, de-escalation strategies, trauma informed education practices and LGBTQ+ inclusivity;
    b. schedule time to hold and facilitate connection circles with staff and students in an ongoing effort to build relationships in the school community;
    c. develop a restorative discipline plan that transitions from current discipline policy to a fully restorative plan by the 2025/2026 school year.

C. The principal has the primary responsibility for administering the school's disciplinary discipline policy. In accordance with the school's disciplinary discipline policy, the teacher educator is responsible for maintaining a good social environment among those students under the teacher's educator's responsibility at any given time and for sharing with other staff members the responsibility for school-wide behavior.

D. The teacher educator shall receive assistance from the principal when a disciplinary discipline problem is beyond the control of the teacher educator or when the teaches educator believes it is necessary.
    1. In the event an educator is struggling to implement restorative practices, the principal shall provide additional supports.
    2. Additional supports may include, but are not limited to:
        a. release time for additional PD
        b. release time to observe colleagues
        c. modeling in struggling educator's classroom

E. The teacher educator 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 or if the behavior is a safety concern and after efforts have been made to correct the problem in accordance with the school's disciplinary discipline practice policy.
    1. The teacher educator 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 educator and principal.
    2. Before the principal (or designee) returns the student to the classroom, the principal shall inform the teacher educator of the measures or actions taken to address the behavior.
    3. In cases of extreme or chronic student disruption to a classroom, the teacher educator 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.
    4. Efforts to increasingly include restorative practices, as determined by the transition plan created through the IC, must be included.

F. Notification shall be provided to teachers educators of suspended students by the end of the school day that follows the day of suspension.

1. As schools transition to restorative practices, suspension will only be used as a last resort and when there are immediate safety concerns.

G. Whenever it appears that a student needs professional attention beyond the scope of the individual school, the teacher educator shall inform the principal in writing so that reasonable steps can be taken.

H. The parties agree that a teacher educator 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 educator who is subjected to or charged with an assault during the course of one's duties, providing the teacher educator 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 student 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 reasonable, 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 educator witnessing such acts to provide all information to the principal.

K. A teachers Educators 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.

L. All schools shall fully develop and implement a plan for restorative practices aligned with the APS Handbook for Student Success by the 2025/2026 school year.

FOUR: Dedicated time for Adult Learning

APS and ATF believe that professional development (PD) is most effective when it is site-based, embedded in everyday work, and offered “just in time.” To that end, we are dedicated to a PD structure that includes Teacher Leader Facilitators (TLF).

In addition to regular classroom duties, the TLF is an instructional leader who collaborates with the Instructional Council and administration to provide support for the professional development needs at the school level in conjunction with school goals and individual adult learning needs. During the 2022-2023 school year TLFs will be supported by the district to gain expertise in:

- Social Emotional Learning (SEL) techniques interwoven into daily practice and school structures.
- The understanding and beginning implementation of classroom-based and school-wide restorative practices.

The TLF in collaboration with the Instructional Council at each site can either use one hour of the principal’s discretionary 2 for 20 for PD focused on SEL/RP or the site can choose to utilize one hour in addition to the 2 for 20 for dedicated PD time focused on SEL/RP.

Throughout the 2022-23 and 2023-24 school years the RP/SEL Coordination Committee will support the shared goal of shifting to restorative practices district-wide by disseminating research

and information about practical applications as well as provide ongoing learning opportunities for educators interested in developing expertise in restorative practices.

J.27 School Psychologists Pilot Program MOU

School Psychologists Pilot Program

The District and the Federation share an interest in:

- Providing effective social-emotional learning and supports to students and educators.
- Recruiting highly talented and diverse school psychologists.
- Expanding the school psychologist job role to possibly include participation in school-based Multi-layered System of Supports (MLSS) leadership, SAT, or Health and Wellness Teams.
- Utilizing school psychologists to facilitate consultation, training and professional development in social-emotional and behavioral interventions to school staff in collaboration with other role groups such as school counselors and school social workers.
- A transition plan for supporting the expansion of school psychologist job responsibilities while APS recruits and hires additional staff.

The 2022-2023 School Psychologist Consultation Pilot Program is a first step toward those mutual interests.

In 2022-2023 a pilot program will be started to expand the school psychologist's job role to include school-based consultation with teachers and other educators and school staff on social-emotional and/or behavioral interventions and supports for students.

Initial Framework for Consultation Pilot Model

- Have stakeholders develop an operational definition of "school-based consultation," Including what such a process would look like, and what responsibilities it would entail.
- Identity psychologists' interest in participating in a pilot program (max 1 per diagnostic center).
- Stakeholders Identify schools to be involved - (e.g., 2-3 elementary, 1 middle, 1 high school within a cluster).
- Allocate .2 FTE per psychologist initially to complete pilot responsibilities and adjust as needed.
- Stakeholders identify potential student population to provide school-based consultation support (e.g., Students in Layer 3 MLSS/SAT process with social-emotional/behavioral concerns).
- Stakeholders collaborate to develop and form and/or protocol for requesting psychologist consultation. This protocol could potentially include a general set of recommendations to implement (similar to the current BSS process).
- Psychologist would attend Health & Wellness Meetings on as needed basis (determined by Health & Wellness team leader).

In pursuit of a possible future expansion of the scope of school psychologists' role, a framework/model should be considered for managing existing evaluation caseloads.

School Psychologist/Social Work Evaluator Collaborative Evaluation Model

A collaborative evaluation model may include Social Work Evaluators and School Psychologists working together on social-emotional/behavioral evaluations, with the goal of managing caseloads to allow for additional school-based work.

Proposed Job role/duties

- Psychologist and/or social work evaluator complete parent interview and write up data.
- Psychologist and/or social work evaluator administer parent rating scales and return completed scales to psychologist for interpretation.
- Psychologist and/or social work evaluator complete teacher interview with write up of interview and interventions including FBA/BIP.
- Psychologist and/or social work evaluator gather teacher rating scales and return completed scales to psychologist for interpretation.
- Psychologist and social work evaluator complete observations of the student in multiple settings and write up data.
- Psychologist completes write-ups for normative assessment measure (including behavioral rating scales) data.
- Psychologist completes student interview and write up data.
- Psychologist administers and interprets student rating scales and writes up data.
- Psychologist compiles all evaluation data and consults with social work evaluator and educational diagnostician as appropriate.
- Psychologist makes determination regarding eligibility and attends MET.

A psychologist and social work evaluator should be involved in the interview process for hiring of new staff.

1 SW per cluster of schools (ex. 4 at SEDC - AHS, AHA, RGHS, HHS)

Process for collaboration

- Referral marked for behavior
- Psychologist and social worker review referral, gather some initial data, and consult with evaluators (educational diagnostician, etc.) and determine if consultation or full evaluation is needed.
- Psychologist and social worker determine evaluation plan (who does what).

J.28 Pre-K and Developmental Preschool Programs Task Force MOU

Pre-K and Developmental Preschool Programs Task Force

ATF and APS agree to establish a Task Force to research, discuss and develop joint recommendations about the following:

Issues related to the Pre-K and Developmental Preschool Programs and the possible development of contractual language that relates specifically to the employees in these programs.

The APS/ATF Pre-K and Developmental Preschool Programs Task Force will be made up of no fewer than three (3) and no more than six (6) administrators selected by the district and an equal number of educators selected by the union and will convene no later than October 14, 2022.

The members of this task force will present recommendations to the Superintendent and Union President no later than March 17, 2023.

APPENDIX K – APS PRINCIPAL SURVEY

This instrument was designed not to "evaluate" or attempt to capture everything a principal or assistant principal does in their job. Rather, the intent is to give a principal or assistant principal feedback concerning how the staff feels about their school as a place to work. This instrument is not to be used in a principal or assistant principal's evaluation. It is informational for the principal or assistant principal to consider for their own growth. Please refer only to your own personal experiences with the administrator when responding to the statements.

This survey pertains to my: ___principal ____assistant principal

This is the administrator who evaluates me: Yes___ No ___

Key: 1-never
2-occasionally
3-frequently
4-away

Leadership In my personal experience, this administrator:	
1. provides effective instructional leadership.	1 2 3 4
2. provides opportunities for meaningful involvement in school decisions.	1 2 3 4
3. demonstrates sensitivity to diversity.	1 2 3 4
4. models/promotes collaboration.	1 2 3 4
5. monitors and evaluates the effectiveness of curriculum, instruction, and assessment in my classroom.	1 2 3 4
6. is easily accessible and approachable.	1 2 3 4
7. is highly visible.	1 2 3 4
8. is highly engaged.	1 2 3 4
9. designs useful structures for making decisions.	1 2 3 4
10. promotes consensus-building when appropriate.	1 2 3 4
11. maintains high standards of conduct for staff.	

Communication In my personal experience, this administrator: 1. articulates a school vision that is shared by me. 2. effectively communicates the school's instructional goals. 3. effectively communicates progress toward those goals. 4. acknowledges me. 5. values me. 6. welcomes constructive criticism and responds appropriately. 7. communicates decisions directly to me when I am affected. 8. engages in honest interactions with me.	 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4
Climate and Culture In my personal experience, this administrator: 1. motivates me. 2. works to shape and maintain a positive school culture. 3. treats me with dignity. 4. treats me as a professional. 5. exercises authority in a fair and consistent manner. 6. evaluates me fairly. 7. assigns tasks fairly and equitably. 8. respects and adheres to negotiated agreements. 9. respects and adheres to district policies and procedures that affect me. 10. fosters a school climate that enhances learning. 11. advocates for and supports me. 12. fosters a positive attitude by example. 13. demonstrates ethical and professional behavior. 14. has a positive, professional relationship with me. 15. adapts their leadership style to fit the needs of the current situation. 16. is respectful of divergent opinions.	 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4
Student Discipline In my personal experience, this administrator: 1. maintains high standards of conduct for my students. 2. has established clear expectations for my students' behavior and conduct. 3. clearly communicates to my students the consequences of violating expectations. 4. enforces discipline policies with my students. 5. supports my decisions in disciplining students. 6. communicates discipline decisions directly to me and those affected.	 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4
Management In my personal experience, this administrator: 1. helps maintain an orderly school and classroom environment. 2. utilizes available financial resources according to agreed upon priorities. 3. helps to maintain a safe environment for my students and me. 4. endeavors to lessen paperwork and non-teaching duties whenever possible for me. 5. addresses my problems promptly. 6. effectively prioritizes tasks to help me meet deadlines. 7. attempts to reduce interruptions when I am teaching. 8. establishes reasonable procedures for solving problems. 9. makes decisions that affect me within an acceptable amount of time. 10. evaluates me and provides me with ongoing feedback so I can improve. 11. uses available time and resources to provide me with professional development opportunities.	 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4
Culture of Learning In my personal experience, this administrator:	 1 2 3 4

1.	encourages me to show initiative.	1	2	3	4
2.	encourages me to show creativity.				
3.	provides me with leadership for assessing, developing, and improving school environment and culture.	1	2	3	4
4.	provides leadership, encouragement, and opportunities for staff to continually design more effective teaching and learning experiences for all students.	1	2	3	4
		1	2	3	4
5.	collaborates with me to improve my teaching and learning.	1	2	3	4
6.	supports me in fostering student learning.	1	2	3	4
7.	models values, beliefs, and attitudes that inspire me to higher levels of performance.	1	2	3	4
8.	works with staff to create an environment that builds a collaborative culture of learning.	1	2	3	4
9.	exhibits their own knowledge base about teaching and learning.	1	2	3	4
10.	works collaboratively to develop common understanding of new initiatives.	1	2	3	4
11.	seeks and shares new research in the field.				

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 31 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 Federation Representation Council, its own internal procedure for granting approval of a waiver request from a school or worksite or employees at a school or worksite. 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.

For the union to approve a waiver request, 75 percent of the Federation membership at the school or site must agree with the request (not 75 percent 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 75 percent 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.

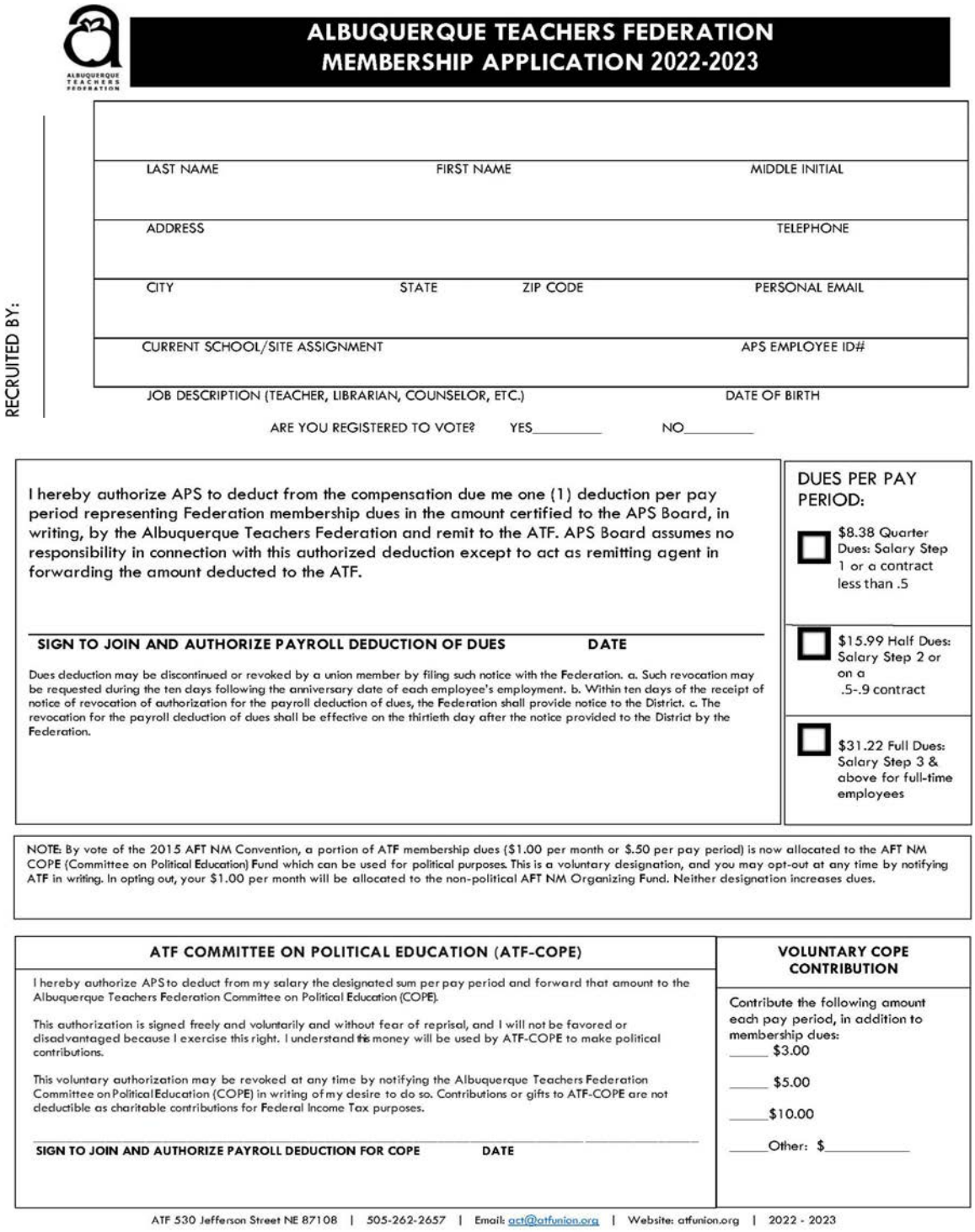
Process for APS Approval of a Waiver

Waiver requests are reviewed by District administration, the site(s), 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.

To request a waiver form, contact the ATF Office at act@atfunion.org.

APPENDIX M – ALBUQUERQUE TEACHERS FEDERATION MEMBERSHIP APPLICATION

To join ATF, complete the membership application form and return it through interschool mail to the ATF office. You may also join on the ATF website or download a membership application form at: www.atfunion.org.



ALBUQUERQUE TEACHERS FEDERATION
MEMBERSHIP APPLICATION 2022-2023

RECRUITED BY:

LAST NAME | FIRST NAME | MIDDLE INITIAL

ADDRESS | TELEPHONE

CITY | STATE | ZIP CODE | PERSONAL EMAIL

CURRENT SCHOOL/SITE ASSIGNMENT | APS EMPLOYEE ID#

JOB DESCRIPTION (TEACHER, LIBRARIAN, COUNSELOR, ETC.) | DATE OF BIRTH

ARE YOU REGISTERED TO VOTE? YES_____ NO_____

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. 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.

SIGN TO JOIN AND AUTHORIZE PAYROLL DEDUCTION OF DUES **DATE**

Dues deduction may be discontinued or revoked by a union member by filing such notice with the Federation. a. Such revocation may be requested during the ten days following the anniversary date of each employee's employment. b. Within ten days of the receipt of notice of revocation of authorization for the payroll deduction of dues, the Federation shall provide notice to the District. c. The revocation for the payroll deduction of dues shall be effective on the thirtieth day after the notice provided to the District by the Federation.

DUES PER PAY PERIOD:

☐ $8.38 Quarter Dues: Salary Step 1 or a contract less than .5

☐ $15.99 Half Dues: Salary Step 2 or on a .5-.9 contract

☐ $31.22 Full Dues: Salary Step 3 & above for full-time employees

NOTE: By vote of the 2015 AFT NM Convention, a portion of ATF membership dues ($1.00 per month or $.50 per pay period) is now allocated to the AFT NM COPE (Committee on Political Education) Fund which can be used for political purposes. This is a voluntary designation, and you may opt-out at any time by notifying ATF in writing. In opting out, your $1.00 per month will be allocated to the non-political AFT NM Organizing Fund. Neither designation increases dues.

ATF COMMITTEE ON POLITICAL EDUCATION (ATF-COPE)

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

This authorization is signed freely and voluntarily and without 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.

This voluntary authorization may be revoked at any time by notifying the Albuquerque Teachers Federation Committee on Political Education (COPE) in writing of my desire to do so. Contributions or gifts to ATF-COPE are not deductible as charitable contributions for Federal Income Tax purposes.

SIGN TO JOIN AND AUTHORIZE PAYROLL DEDUCTION FOR COPE **DATE**

VOLUNTARY COPE CONTRIBUTION

Contribute the following amount each pay period, in addition to membership dues:

_____ $3.00

_____ $5.00

_____ $10.00

_____ Other: $_____

ATF 530 Jefferson Street NE 87108 | 505-262-2657 | Email: act@atfunion.org | Website: atfunion.org | 2022 - 2023