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Union AFT (American Federation of Teachers) AFL-CIO

Local 1420

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary
Librarians

Bargaining Agency Board of Education of the Albuquerque Municipal School District No.12

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Notes

Contact

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**THE NEGOTIATED AGREEMENT
BETWEEN THE BOARD OF EDUCATION
OF THE
ALBUQUERQUE MUNICIPAL
SCHOOL DISTRICT NUMBER 12
AND THE
ALBUQUERQUE TEACHERS FEDERATION
2002 - 2003
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updated on July 17, 2002

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AGREEMENT

This Agreement was made and entered into at Albuquerque, New Mexico between the Board of Education of 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 7th day of August, 2002

Article 1, GENERAL PROVISIONS

A. Definitions

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

B. Agreement Control

1. This Agreement shall be governed and construed according to Federal laws and to the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void.

2. This Agreement is entered into pursuant to the terms of the Board's Employee Relations Policy H.1.; and should there be any conflict between the terms of this Agreement and the terms of the Board's Policy, as adopted on September 1971, and last revised on January 17, 1990, the Policy shall control.

a. If any provision of this Agreement shall be found in conflict with Policy H.1., such provision shall have effect only to the extent permitted by Policy H.1.

b. In the event any provision of this Agreement is found to be in conflict with Policy H.1., said provision shall be void.

3. In case of any conflict between the provisions of this Agreement and any Board or Federation policy, practice, procedure, custom or writing, except as provided in paragraph B.2. above, the provisions of the Agreement shall control for the period of this Agreement.

4. This Agreement and amendments thereto at the time of adoption shall be distributed to all teachers of the District. The terms and conditions of employment as indicated in this Agreement shall be the same for all teachers and shall be applied equally without modifications or exception unless provided herein.

C. Negotiating Procedures

1. Negotiations shall be conducted in closed sessions. Each party shall have a negotiating team of not more than seven (7) members.

2. All agreements reached as a result of such negotiations shall be tentative until ratification by both parties is effected pursuant to the ratification procedures as set forth in Board Policy H.1.

3. The parties agree to meet at reasonable times, to bargain in good faith and execute a written contract incorporating any agreement reached.

4. Prior to the beginning of negotiations, the APS and ATF negotiating teams may jointly participate in training in strategic bargaining.
5. In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service.

D. District/Joint Committees

1. The President shall be notified, ten (10) days in advance, of the formation of a District/Joint Committee on which teachers will serve which relates to the terms and conditions of teacher employment and student discipline not covered within this Agreement. The President shall have the option of recommending to the Superintendent the formation of District/Joint Committees. The Federation shall have the opportunity to appoint a teacher representative to the Committee. The President may suggest additional names of teachers for possible appointment to District/Joint Committees. Reports and recommendations will be provided to the Superintendent and the President by the Committee.
2. Whenever the District is requested to appoint or initiate the appointment of any teacher to committees outside the District, the President will be provided the opportunity to suggest names of teachers who might be appointed.
3. If they deem it necessary, the Superintendent and the President may call a joint meeting of principals and Federation representatives.
4. The District and the Federation agree to support the work of the Professional Standards Council (PSC) which is a collaborative effort to improve the teaching and learning process in the Albuquerque Public Schools. The PSC is designed to include an equal number of members selected respectively by the District Human Resources and the Federation. The PSC shall review issues relating to the criteria used to hire and assign licensed personnel to specific jobs within the

District. Meeting schedules shall be determined by the PSC. Issues may be brought to the attention of the PSC by the District or the Federation.

5. Instructional Councils (IC)

The District and the Federation agree to support the work of each school's Instructional Council (IC). ICs are established as part of a collaborative effort to improve and support the teaching and learning process in the Albuquerque Public Schools.

It is the intent of the District and the Federation to allow the individuals on each council to use their collective expertise and experience concerning their site and community to address school issues that fall within the scope of instructional improvement. The following requirements and recommendations set limited parameters.

1. The IC includes the Principal, a Federation representative selected by Federation members at the school, teachers elected by teachers, and parents representative of the school parent body, and may include representatives of other bargaining units as defined in their respective negotiated agreements, and any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.
2. Teachers shall comprise at least fifty percent (50%) of the IC.
3. Meetings shall be open to any member of the school staff or school community.
4. The IC shall comply with Negotiated Agreements, Board policies, District procedures/directives, New Mexico laws/regulations and Federal laws/regulations when addressing issues. Issues shall be addressed in a collaborative manner.

5. Specific structure and protocol for the IC shall be developed by the IC and published for the school community.
6. If a decision concerning an issue cannot be reached by the IC, the Principal retains the right to make a decision if one has to be made.
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 improvement plan; and collectively supporting the school improvement process.
8. IC Development. IC members should receive training to build capacity of the group in the concepts and skills of joint problem solving, team building and teamwork, parental involvement and decision making.
9. ICs may desire team facilitation or development services from time to time and may access joint training and facilitation support services from the Federation and the District. Requests for training and/or facilitation support services shall be made by the Chairperson of the IC to the District's Labor Relations Director and/or the Federation President.

E. Non-traditional Schools

The Federation and the Board agree to continue to support those schools which have agreed to adopt one or more of the following concepts which may include, but are not limited to:

RE: Learning Schools, Year Round Schools, Professional Development Schools, Magnet Schools and Family Schools.

Article 2, FEDERATION RIGHTS

A. Recognition Rights

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

B. Rights

1. All rights granted to the Federation pursuant to the terms of this Agreement are for the sole and exclusive use of the Federation and may not be granted to any other teacher organization except as noted in B.4. below.
2. The Federation has the right to make announcements at faculty meetings and new teacher orientation.
3. The Federation has the right to use the interschool mail service and school bulletin boards. The Board and the Federation recognize that it is not permissible for the Federation and/or the employees represented by the Federation to access District communications systems (e.g. fax, internet, intranet) to distribute or use materials not considered appropriate by District policy.
4. The Federation or any other teacher organization may use the school mailboxes provided that:
 - a. an employee of the bargaining unit assigned to that school and recognized by the principal shall distribute all materials;
 - b. no such materials shall be distributed to any employee who has registered with the building principal an objection to receiving teacher organization materials.
5. The Federation has the right to schedule Federation meetings provided, however, that such meetings do not interfere with the instructional schedule or

conflict with previously scheduled events as determined by the principal. There shall be no charge for the use of facilities or normal services described above.

6. The Federation's faculty representatives are recognized as Federation leaders in their respective schools and may display on or near their classroom or office door a Federation provided plaque which identifies their position. This recognition as a school leader carries with it the right of the representatives to carry out their Federation responsibility.

a. Faculty representatives may distribute Federation materials and conduct Federation business related to a grievance or representation provided such activities do not interfere with the instructional schedule or duties of the teachers affected.

b. Neither the Federation nor any employee may solicit Federation membership on the Board's premises during the duty day of the employees involved in the solicitation. This shall not be construed to prohibit casual or personal conversations about the Federation and its activities.

c. The faculty representative shall have the right to bring to the attention of the principal all matters pertaining to the organizational rights of the Federation or its members, other concerns of the faculty, and to discuss the administration of this Agreement.

7. Federation officials and/or representatives who are not District employees shall have the right to visit schools for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the teacher(s) involved and provided that prior notice is given to the principal, or, if the principal is not available, the office of the principal. Failure to follow this provision may result in suspension of this privilege for the representative involved. In the event the representational business involves the principal, prior arrangement of such visits shall be made through Employee Relations.

8. The Board shall grant the President leave without pay during term of office. This leave may be terminated at the end of a semester. Upon return from such leave, the President will be placed on the salary schedule at the level which would have been achieved had there not been an absence.

9. The Federation shall be furnished the following information by the Office of Employee Relations:

a. each month the monthly financial budget and cash report following distribution as required;

b. all written District policies and procedures at the time of adoption and amendments thereto that pertain to the terms and conditions of teacher employment;

c. an advance copy of the Board agenda and a copy of nonconfidential attachments to the agenda at the time of the Board meeting.

10. The Federation shall be furnished the following information:

a. at the end of the first twenty-day reporting period and two weeks after the start of the second semester, a tape, in numerical order by employee number, indicating name, address, phone number, social security and employee numbers, work location, salary, degree status, gender, assignment and/or job title, membership status, total years in teaching, total years in APS, and date of hire;

b. new hires, resignations, retirements and deaths at the time of occurrence; group insurance data including enrollment figures, premium costs, program costs and a copy of the insurance policies;

c. group insurance data including enrollment figures, premium costs, program costs and a copy of insurance policies;

d. upon reasonable request changes in items listed above and such other information as will assist the Federation in representing teachers.

11. During each year of this Agreement, the Federation shall be granted for Federation training, workshops and conventions, forty (40) professional leave days at full pay and forty (40) leave days charged to the Federation at the degreed substitute rate.

12. Representatives of the Federation will meet with appropriate District Budget Personnel as requested in order that they may be kept abreast of current budget facts and figures.

13. The President of the Federation and the Superintendent, or their respective designees, shall participate in quarterly discussions regarding teacher education programs and professional development; partnership agreements and/or collaborative efforts with institutions of higher education; joint efforts to communicate with elected officials; and such other mutually agreed upon topics.

C. Dues Deduction

1. The Board 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 (Appendix E).

2. The amount of the deduction to be made from each teacher's wages will be certified in writing to the Board by the Treasurer President or Executive Vice-President of the Federation. In the event the Federation dues are changed, the Board agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Federation.

3. Dues deduction shall continue from year to year without further authorization and at current monthly dues amounts unless the authorization to deduct is

revoked by the teacher as provided herein. Dues authorized will be determined by the Federation and will be set at an amount for each payroll deduction.

4. Dues deduction shall resume for teachers returning from an extended leave of absence unless authorization to deduct is revoked by the teacher

5. Dues authorizations shall be delivered to the District Payroll Department. Authorizations received nine (9) days prior to the pay date shall be deducted from the salary for that pay period.

6. If a teacher is absent for any reason and as a result of that absence has no earning due for the pay period, no deduction will be made for that teacher for the pay period.

7. The Board agrees to transmit the amount collected to the Treasurer of the Federation within seven (7) calendar days after the close of the month.

8. The Federation agrees to render the Board harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the funds have been received by the Treasurer of the Federation.

9. Dues deductions may be discontinued or revoked by the teacher by filing such notice with the Treasurer of the Federation with a copy to the District Payroll Department duly signed by the teacher. Such revocation must be received by the District Payroll Department no later than nine (9) days prior to the pay date on which it is to become effective.

Article 3, GRIEVANCE PROCEDURES

A. The Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. All grievances shall be processed as provided herein.

B. A grievance shall mean an allegation by a teacher, a group of teachers with the same grievance or the Federation that there has been a violation of any provision(s) of this Agreement.

1. The term "workday" when used in this Article shall mean working school days. During the summer months, "workday" shall be defined as Monday through Friday excluding Independence Day.

2. The "aggrieved party" shall mean a teacher or a group of teachers in the a 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 Employee 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 a Level Two.

E. The Board and the Federation agree that these proceedings and all information relating to a grievance will be kept informal and confidential.

F. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximum, and every effort shall be made to proceed as quickly as possible.

1. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
2. The aggrieved must file a written grievance within ten (10) workdays of the act or discovery of the act that caused the grievance.
3. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues.
4. Failure to submit the decision in writing within ten (10) workdays will cause the grievance to proceed automatically to the next level.

G. If a grievance affects a group of teachers at two (2) or more work locations, the Federation must file a written grievance within fifteen (15) workdays on behalf of the teachers affected directly to the Office of Employee Relations. The Federation shall identify the teachers and work locations and submit the names of teachers where feasible.

H. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participants in a file maintained by the Office of Employee Relations. No reprisal shall be taken by the Board or any member of the administration against any teacher participating in the processing of a grievance.

I. The parties shall develop all forms to be used in grievance processing. All grievances and appeals of such must be filed on appropriate forms as provided by the Office of Employee Relations.

J. The Board agrees to make available to the aggrieved party and representative all pertinent information, not privileged, in its possession or control which is relevant to the issues raised by the grievance.

K. Leave with pay will be granted to a teacher whose absence from duty is required by the parties to the grievance as part of a grievance meeting. The Office of Employee Relations shall notify the principal(s) of the teacher(s) designated to appear at such meeting.

L. Nothing contained herein shall limit the right of any teacher to process a grievance as an individual.

M. The interpretation of conflict, as provided in [Article I.B.2.](#), shall be subject to the grievance process at Level two.

N. Any grievance decision shall be provided to the Federation at the time of the decision

O. Level One

1. The aggrieved party shall submit the grievance in writing to the teacher's immediate supervisor. The immediate supervisor shall, within ten (10) workdays after presentation of the grievance in writing by the aggrieved, submit to the aggrieved the immediate supervisor's decision in writing.

2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within ten (10) workdays of receipt of the decision by filing said appeal with the Office of Employee Relations.

3. Failure to appeal the grievance within ten (10) workdays after receipt of the response shall result in dismissal of the grievance.

4. In the event a teacher believes it to be necessary to have a Federation representative present at a Level One grievance meeting, such request shall be made in advance and through the Office of Employee Relations. The request will be honored upon notification to the immediate supervisor.

P. Level Two

1. The Superintendent or designee shall meet with the aggrieved and/or representative of the Federation within ten (10) workdays after receipt of the appeal of the Level one decision by the office of Employee Relations in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony and call witnesses.
2. The Superintendent or designee shall, within ten (10) workdays after such meeting provided above, render the decision in writing setting forth the decision and reason(s) therefore and shall transmit same to all parties.
3. If the Federation and the aggrieved party are not satisfied with the disposition of the grievance, the aggrieved party may appeal the grievance to Level Three. Failure to appeal the grievance within fifteen (15) workdays after receipt of the response to Level Two shall result in dismissal of the grievance.

Q. Level Three

1. A grievance appealed to this level shall be heard by an Arbitrator who shall be selected as follows:
 - a. The parties may mutually agree upon an Arbitrator. Alternatively, the parties may jointly request a list of Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties will strive to mutually agree upon an Arbitrator from that list. If the parties cannot agree, the parties will follow the FMCS arbitrator selection procedures.
2. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent nonprivileged 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 Board and aggrieved, within thirty (30) calendar days after the first meeting, and shall set forth the findings of the fact, rationale, conclusions, and the determination on the issues submitted. The determination shall be consistent 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 Board and the aggrieved. Unless the aggrieved party is represented by the Federation, the Board may require that the aggrieved party post the party's share of the expenses in advance of the hearing.

Article 4, TEACHER COMMITTEES

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

B. All teachers will be given the opportunity to volunteer for committees. If the number of volunteers exceeds the number designated for the committee, members shall be elected by their constituency. Election shall be by secret ballot

C. Committees shall keep minutes of their meetings which shall be available upon request. A good faith effort shall be made to implement committee recommendations.

D. Meetings shall be open to any member of the staff or community.

Article 5, NONDISCRIMINATION/CITIZENSHIP

A. The Board shall not discriminate against any teacher in the bargaining unit on the basis of race, color, religion, gender, age, national origin, marital status, sexual orientation, place of residence, disability, membership or non-membership in any teacher organization, except when the District determines there is a bona fide occupational qualification.

B. The Federation recognizes its responsibility as the bargaining agent and shall represent equally all teachers in the bargaining unit without discrimination, interference, restraint or coercion.

C. The Board and the Federation agree that teachers shall enjoy the rights of full citizenship.

Article 6, DISCIPLINARY ACTION/SEPARATION RIGHTS

A. Teachers have the right to be accompanied by a Federation representative to advise or represent them during meetings where a suspension, reprimand, disciplinary action and/or pay reduction are/ is being considered.

B. Teachers may be refused renewal of employment, discharged or terminated only in accordance with law. Teachers who have not signed three (3) consecutive full year contracts with the District may be refused reemployment by the Board and, in that event, will receive written notice of the reason(s) for such refusal of reemployment. Those teachers have the right to a meeting with the Superintendent or his/her designee if requested within ten (10) days after receiving the notice. A meeting will be held within ten (10) days after the Superintendent receives such request.

C. Teachers may be suspended, reprimanded, disciplined or have their pay reduced only for good and just cause.

1. If action is taken to discipline and/or reprimand in writing, the teacher shall be notified of the action and reason(s) therefore and shall have the right of as provided in [Article 3,P](#). if requested within ten (10) workdays after the action is taken.

2. Any teacher suspended shall be suspended with pay until determination of the action to be taken is made. In the event a teacher is suspended with pay pending an investigation, the District shall conduct an administrative meeting with the teacher as soon as practicable but no later than ten (10) workdays after the investigation is completed. If it is determined following the investigation that loss of pay to the teacher is warranted, such reduction shall become effective retroactive to the first day of suspension.

Article 7, MANAGEMENT RIGHTS

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

Article 8, 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 certificate/license, a vocational/technical license, or an approved waiver from the State of New Mexico. Qualifications of the individual are the guiding criteria in employment. The District shall notify the Federation when a teacher is to be hired who does not possess at least a bachelor's degree and rate of pay for said teacher.
- 3.** All teachers employed by the Board shall be employed for the primary purpose of instructing children and/or rendering professional services for which they are certified.
- 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 State Department of Education.
- 5.** There shall be three (3) categories of employment:
 - a.** full-time teachers;
 - b.** part-time teachers;
 - c.** short-term teachers;
- 6.** A full-time teacher shall be a teacher employed to teach a full teaching day for an entire school year.

- 7.** A part-time teacher shall be a teacher employed to teach less than a full teaching day or a full teaching week for an entire school year.
- 8.** A Short-term teacher shall be defined as teachers who accepts employment after 9:00 a.m. on the reporting date for teachers, a teacher replacing a first-year leave teacher, 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 and a teacher who does not hold a valid New Mexico teacher's license at the time of employment.
- a.** For the purpose of this provision, "accept" shall mean the date and time the teacher was offered and accepted a District teaching position by an authorized Human Resources representative.
- b.** A teacher who is short-term due to not holding a valid New Mexico teacher's license at the time of employment shall be reemployed by the District if he or she performs satisfactorily and presents a valid New Mexico teaching license or approved plan for completion of licensure requirements to Human Resources by May 1. If the requirements are not met by August 1, the teacher shall not be considered for reemployment.
- 9.** Birth certificates or other suitable proof of date of birth, New Mexico teaching certificates/licenses and college or university transcripts must be filed in the Human Resources Department as soon as possible after employment is accepted. In the case of teachers who are not new to the system, valid teaching certificates/licenses must be on file. The November paychecks and subsequent checks will not be issued to a teacher until such time as the required data is filed in the Human Resources Department or evidence is given that the teacher is making a bona fide effort to secure the information.
- 10.** All teachers are reemployed for the next school year unless notified at least 15 workdays prior to the last day of the school year.

11. In order to qualify and be employed in an evaluation specialist position or school psychologist position in the District, an applicant must have at least a graduate degree in Special Education or related field from an accredited university or college and be licensed by the State of New Mexico as an evaluation specialist or school psychologist.

12. All evaluation specialists employed by the Board shall be employed for the primary purpose of evaluating and placing children in District programs and/or rendering professional services for which they are licensed.

B. School Year

1. With the exception of evaluation specialists and school psychologists, the school year shall consist of one hundred eighty-two (182) workdays. The school year for evaluation specialists and school psychologists shall consist of two hundred and eight (208) workdays. Divergence from the District work calendar is permitted if mutually agreed upon by the evaluation specialist and the evaluation specialist's immediate supervisor or if mutually agreed upon by the school psychologist and the school psychologist's immediate supervisor.

2. The school year is based upon the calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the Board shall not affect the total number of workdays required.

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

C. Duty Day

1. With the exception of evaluation specialists and school psychologists, the duty day for teachers shall consist of six and one-half (6 1/2) hours excluding a lunch period. The duty day shall be a continuous period of time. In

the event a teacher regularly works less than a five (5) day week, the duty week shall consist of no more than thirty-two and one-half (32 1/2) hours. The duty day for evaluation specialists and school psychologists shall consist of eight (8) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event an evaluation specialist or school psychologist regularly works less than a five (5) day week, the duty week shall consist of no more than forty (40) hours.

2. Each teacher shall have a thirty (30) minute, duty free, uninterrupted lunch period exclusive of passing time which may be taken on or off the school grounds at the teacher's discretion. Whenever it is necessary, adjustments within the length of duty day will be made by the principal of each school after consultation with the teacher or teachers involved in order to take into account the difference in the length of the lunch period.

3. The principal shall have the authority to permit divergence by individual teachers from the duty day by mutual agreement. This divergence can apply to time on registration days for teachers to register their own children if such divergence will not hinder registration at the teacher's worksite.

4. Lengthening of the duty day by the site supervisor shall not exceed two (2) hours for any individual teacher in any twenty (20) day reporting period. This lengthening shall normally occur after a minimum of forty-eight (48) hours prior notice excluding non-teaching days prior to the additional duty time. Use of this time shall be limited to purposes relating to school business.

5. Schools may utilize an additional thirteen (13) hours annually for staff development activities collaboratively planned through the SRC. Any district-mandated training will be included in these hours.

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

7. A District/Federation Task Force shall study the issue of time for staff development training and planning during the 1996-97 school year. Task Force recommendations shall be distributed to the bargaining teams for consideration during 1997-98 contract negotiations.

8. The parties recognize that attendance at evening activities is normally the voluntary professional responsibility of teachers. However, as part of that responsibility, teachers may be required to attend open house. Teachers unable to attend shall give reasonable notice of their intended absence to their immediate supervisor and affected parents.

9. Teachers shall not normally be regularly required to notify the principal of their arrival or departure from the school. Teachers desiring to leave the school area during the duty day may do so with prior notification and approval of the principal or designee.

10. Travel time for teachers who work in more than one (1) teaching location in any one (1) duty day shall be counted as part of the duty day. When the teacher travels from one (1) location to another at the midday, the teacher shall receive travel time in addition to the lunch period.

11. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility. The teacher is responsible for arranging the conferences.

12. Teachers scheduled to begin their duty earlier or to continue to a later time will not be required to be on duty longer than the total hours of the duty day.

13. In the event a teacher agrees to be assigned work approved by the principal beyond the maximum provided in B. and C. above, the teacher shall be entitled to compensatory time off provided a log showing approved extra time worked is submitted to the principal. Scheduling of compensatory time off shall be mutually

agreed to by the principal and the teacher. Compensatory time shall be defined as one hour off for one hour worked.

D. Restrictions on Use of Pupils, Personnel and Facilities

1. No member of the staff may engage in any sales promotion or selling on the school premises unless such promotion or sale has been approved in advance by the principal.

2. Commercial photographs of students may be made provided there is minimal disruption of class time and no demands are made upon teachers for collecting monies and/or additional checking responsibilities in connection with picture taking.

3. Fund-raising activities, except as provided in 2. above, shall not interrupt or interfere with the instructional program unless agreed to by the principal and faculty.

4. Information regarding proceeds from fund-raising activities, planned expenditures and/or the availability of funds for staff use shall be made available to staff members upon request.

5. Fund-raising activities, except as provided in 2. above, will not be assigned to teachers unless they volunteer for the assignment.

6. No teacher may charge a pupil a fee for any service rendered the pupil on the school premises during the duty day.

E. Preparation Time

1. All employees on the teachers' salary schedule ([Appendix A](#) and [B](#)) shall have within the duty week a minimum of 200 minutes for preparation and planning:

a. Elementary: Teachers shall have all modified Wednesdays for use as preparation free from specific duty assignments. * In addition, teachers shall have available for preparation time that time during which a teacher's class is receiving physical education instruction. *Federally funded programs may require a minimum number of inservices in order to meet the criteria for funding. Preparation time shall be in 15-minute block minimums.

b. Middle and High School: Each teacher shall be provided preparation time which shall be equal to one (1) full class period during the instructional day with such time being free from specific duty assignments.

2. Additional preparation time free from specific duty assignments that is not part of this Agreement shall be mutually agreed upon by the teacher(s) and the principal through a collaborative process as defined in [Article 1.D.6](#).

3. Every effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, or inclusion programs.

F. Academic Issues

1. Without minimizing the importance of generally accepted issues in an atmosphere free from bias and prejudice, the Board and the Federation agree to foster dispassionate, unprejudiced, scientific studies of academic issues in an atmosphere free from bias.

2. The teacher shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the opinion of one's pupils on academic issues. It is the intent of this policy that the teacher shall foster the study of such issues rather than teach particular viewpoints in regard to them.

3. Freedom to teach is essential to the accomplishment of the District's goals. Therefore, teachers have the right and responsibility to exercise their

professional judgment, within the limits of the above guidelines, in initiating and actively pursuing consideration of academic issues.

4. Teachers must inform the principal of guest speakers appearing in their classrooms.

5. A method of involvement of teachers shall be provided at the school and District level when complaints are received on issues that fall within Article 8, F. A copy of recommendations made at the District level shall be provided to the President.

G. Teacher Absence/Substitutes

1. The District shall make every effort to provide a certified substitute teacher when necessary during the absence of a teacher.

2. Whenever a teacher is going to be absent, regardless of whether a substitute teacher is required, the teacher is required to call the Substitute Employee Management System (SEMS). Such call should be made before 6:30 a.m. on the day of the absence. Teachers shall also notify the principal at their first work location of their absence.

3. For more than a routine absence, a teacher may request through the principal a specific substitute to cover during the teacher's absence. To the extent possible this request shall be honored.

4. When absent ten (10) consecutive days or fewer, teachers shall provide lesson plans, instruction and classroom management information for substitute teachers. Substitutes shall be responsible for carrying out the lesson plans and instruction provided by the absent teacher and shall exercise proper classroom management.

5. Elementary principals shall submit a list of District approved and processed emergency substitutes from the community to the applicable region assistant superintendent by October 1 of each school year.

H. Time to Teach

1. Except where additional cost is involved, routine maintenance and repair work which will interfere with effective teaching shall be accomplished outside the instructional time. When this is not possible, the teacher will be provided advance notice and moved to another adequate teaching station where additional stations are available.

2. If special events involving students occur during the teaching portion of the duty day, the class schedule shall be adjusted to provide for the regular number of teaching periods or subject areas for that day on an abbreviated basis, or adjust the schedule in another equitable manner, taking special precautions not to discriminate against any particular period or subject area.

3. The primary responsibility of the teacher is to teach. The teacher shall be protected against any unnecessary interruptions by other school personnel, pupils, or parents. All regular announcements from the office shall be made at a scheduled and specified time.

4. Special events should interfere as little as possible with instructional time.

I. Report to Parents

1. Teachers are responsible for evaluating pupil progress and interpreting grades or reports given. If a student is not assigned to a teacher, a professional staff member shall be responsible for the grade.

2. A District system of grading and reporting shall be established using progress report forms which are a part of this Agreement. Schools may supplement or

request a waiver to replace progress report forms. Parent conferences and issuing of report cards will not occur until after at least one workweek (5 workdays) after the reporting period has ended, except for the final reporting period when report cards at the elementary level will be issued on the last scheduled day of school. Parent conference weeks at elementary schools are intended to accommodate parents; therefore, teachers who have scheduled parent conferences shall be excused from faculty meetings that conflict with the conference.

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

J. Equipment

1. Basic equipment for a teacher shall include a teacher's desk and chair, a secure file cabinet and a bookshelf.

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

Article 9, EVALUATION PROCEDURES

A. Teacher evaluation has as its primary purpose the improvement of teacher performance. Evaluation of teachers shall be performed by the school principal.

1. Principals may be assisted in their evaluation of teachers by other District administrators which shall include District personnel with diagnostic/ evaluation experience, primarily Program Support Specialists, for the purpose of evaluating evaluation specialists and school psychologists specifically for the 1996-97 school year.

2. Teachers assigned to two (2) or more schools will be evaluated collaboratively by the principals and/or District administrators.

B. Frequency of Evaluation

1. Teachers will be evaluated each year of service as a teacher as per State Board of Education regulations.

2. A Professional Development Plan (PDP) is an individualized plan that is intended to improve teaching. Each plan should be unique to the goals and growth areas identified by the teacher and his or her supervisor. A PDP will be required of teachers every year. PDP's may be written to extend over three years, but must be initialed yearly. Information regarding a PDP evaluation will be shared with the teacher within forty five (45) workdays of the beginning of the school year.

3. Teachers will be evaluated whenever there is a concern regarding performance

4. Teachers may request to be evaluated at any time.

C. Evaluation Process

1. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

2. Prior to an observation, the teacher may request that the evaluator return at another time to conduct the evaluation. If the request cannot be honored, the teacher may place a statement to that effect on the form.

D. During the final PDP year, teachers will be observed for evaluation on a regular basis with a minimum of one (1) scheduled observation per semester per school year during the year they are scheduled for documented evaluation.

1. There will be a minimum of one (1) pre-observation conference, scheduled observation and post observation conference during each semester of the school year the teacher is being evaluated. Within four (4) weeks of the pre-observation conference, a scheduled observation and a post-observation conference will be held. The post-observation conference will occur within three (3) working days of the scheduled observation(s).

2. All scheduled observations should be documented, reviewed and signed by the evaluator and the teacher. If additional observations have occurred and been documented, the teacher shall receive copies of such documentation.

3. During the final post-observation conference, the principal and the teacher shall review, complete and sign the Teacher Evaluation Report. The teacher shall have the opportunity to provide written comments. The completed report, including the Professional Development Plan, and any attachments shall be submitted to the Human Resources Department for inclusion in the teacher's personnel file. The teacher's signature shall constitute acknowledgement that the teacher has read and understood the evaluation.

E. If a teacher who has signed three (3) consecutive full year contracts with the District exhibits unsatisfactory performance the following procedures shall apply regardless of whether the teacher is currently scheduled for evaluation:

- 1.** The principal will informally discuss with the teacher the unsatisfactory performance and the changes necessary to improve.
- 2.** If the unsatisfactory performance continues, the principal will meet with the teacher to discuss the unsatisfactory performance, recommendations for assistance to the teacher and time lines for the necessary changes in performance.
- 3.** If the unsatisfactory performance still continues, the principal will make a written recommendation to the Superintendent to initiate the Intensive Evaluation process.
- 4.** If the Superintendent approves the recommendation, the principal will send a letter notifying the teacher of the decision and will meet with the teacher to discuss the following:
 - a.** the unsatisfactory performance;
 - b.** recommendations for change in performance;
 - c.** time lines for necessary change in performance;
 - d.** suggestions for assistance to employee which may facilitate change in performance;
 - f.** possible employment consequences including, but not limited to, disciplinary action or termination;
 - g.** initiate and discuss the Intensive Evaluation Report Form.

5. Within ten (10) work days from the time the teacher is notified of being placed on intensive evaluation, the teacher may request and shall be afforded a written evaluation by a second party who shall be a District administrator with evaluation experience in the teacher's instructional area. The teacher shall submit at least three (3) names to the Superintendent. The Superintendent shall appoint the evaluator from this list. In the event that no District administrator can be identified with evaluation experience in the teacher's field, the teacher and the District shall mutually agree on a second evaluator. This evaluation shall be considered in the same manner along with the other evaluations.

6. All reports and documents relative to the Intensive Evaluation process will be reviewed, signed and dated by the principal and teacher and attached to the completed Intensive Evaluation Report Form. These documents will be sent to the Human Resources Department at the end of the process to be placed in the teacher's personnel file. The teacher will receive copies.

7. If the situation is resolved within the established time lines, a letter to that effect will be sent to the teacher from the principal with a copy to the personnel file.

8. If the situation is not resolved within the established time lines, a case review will be conducted by the principal and other appropriate administrators in order to make recommendations to the Assistant Superintendent for Human Resources for administrative action.

F. Teachers shall be provided the opportunity to place written comments on the evaluation forms.

Article 10, STUDENT DISCIPLINE

A. The Board 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, SRC 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 the school's disciplinary practices.

1. The teacher shall furnish the principal in writing full particulars of the incident including the efforts that have been made to correct the problem and whether or not the student may be returned to class prior to a conference between the teacher and principal.

2. Before the principal returns the student to the classroom, the principal shall inform the teacher of the corrective measures taken.

3. In cases of extreme or chronic student disruption to a classroom, the teacher may call a case conference with the principal, parents and others as necessary for the purposes of discussing the problem and determining and initiating corrective measures. If requested the student will not be returned to the classroom until such corrective measures have been initiated or until the due process rights of the student would be violated.

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

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

H. The parties agree that a teacher may use reasonable force to repel a personal assault or one upon any other person. Any case of assault shall be promptly reported to the principal and by the principal to the Superintendent. The Board 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 Board.

I. Corporal punishment, which is defined as any disciplinary action taken by school personnel with the intention of producing physical pain, shall not be used as a disciplinary measure in the Albuquerque Public Schools. Disciplinary consequences of unacceptable pupil behavior will be aimed toward assisting students in the development of constructive personal and social behavior.

Consistent with the Code of Ethics of the education profession, school staff members will "deal justly and considerately with each student."

J. Whenever possible, an officer of the District shall initiate a complaint arising from criminal acts occurring on school property. It shall be the responsibility of any teacher witnessing such acts to provide all information to the principal.

K. A teacher shall be informed of any complaint to the principal by a parent concerning the disciplinary action taken by the teacher in regard to a child.

Article 11, INCIDENT REPORTS/PERSONAL SECURITY

A. The District shall establish procedures for reporting student accidents on the school premises or at school-related events in which a teacher is in any way involved. The procedures shall have definite, reasonable time limits, and the teacher involved shall receive a copy of the report if requested.

B. If an incident involves damage or loss to a teacher's property, intentional or unintentional, the Security Office shall be notified by the principal and a report of the incident filed with a copy provided to the teacher. A teacher's request for notification of law enforcement authorities shall be honored.

C. A teacher may file a claim with Risk Management for possible replacement of personal-instructional materials. Coverage is limited and the decision of Risk Management shall be final and binding.

D. Whenever a teacher is involved in activities being conducted beyond normal hours or duty day, a system of security shall be available to promote safe conditions for all concerned. Teachers shall be provided information needed to use the system.

Article 12, PERSONNEL FILES

A. There shall be one (1) file for each teacher which shall be maintained in the Human Resources Department. Except for files provided in [Article 3](#), 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 Human Resources Department.

1. Materials directly and solely related to preemployment references, references directly related to internal promotions where written references are required, and all materials in the teacher's file as of November 1, 1970, shall be placed in a separate envelope in the file, and the contents shall not be subject to inspection by the teacher.

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

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

C. No anonymous or unsigned information may be placed in any teacher's file. Incident reports made to the principal shall not be placed in the file maintained by the Human Resources Department until such report has been investigated by the principal or appropriate department.

D. Each teacher will have access to one's file.

1. The teacher has the right to be accompanied by any individual while examining one's file.

2. The teacher has the right to designate in writing a Federation representative who may have access to the teacher's file. Persons designated shall be authenticated as bona fide Federation representatives by a Federation officer.

3. A teacher's file shall be available for inspection within a reasonable time after it has been requested.

E. The teacher will be given the opportunity to see any information prior to placement in one's open file except information related to routine file maintenance.

1. The teacher will be provided a copy of such material upon request. The teacher shall acknowledge having read these materials by affixing one's signature on the actual copy/copies to be filed.

2. Any information or materials which are derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's file unless and until the teacher has been given the opportunity to examine the information or material.

3. Any information placed in a teacher's file(s) may be removed at the request of the originator of said material if agreed to by the teacher affected.

F. The teacher has the right to respond in writing to anything placed in that teacher's open file and have such response placed with the material to which the response relates.

G. Each individual, except persons performing routine file maintenance, will, upon receiving confidential and/or open files for any purpose, affix that individual's signature to the jacket of the file indicating date of usage.

Article 13, PUPIL TRANSPORTATION

A. Teachers shall not be required to transport pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal. The teacher's insurance is primary when transporting students.

B. In the event bus transportation is not available after school, the students will be placed under the supervision of nonteaching personnel whenever possible.

Article 14, SUMMER SCHOOL

- A.** A description of all positions or probable positions for summer school will be announced no later than the first April edition of the APS Staff Newsletter.
- B.** Teaching positions in summer school will, to the extent possible, be filled by teachers currently employed in the position at the identified summer school site.
- C.** Teachers who have been tentatively employed for summer school teaching shall be notified, within twenty-four (24) hours after the third day of the session, whether or not the class(es) for which they were to be employed will, in fact, be conducted. If the teacher is not so notified, the teacher is employed for the class(es) which was offered in registration.
- D.** All applications for summer school will be considered.
- E.** Qualifications for summer school positions will be the same as those prescribed for regular employment.
- F.** When two (2) or more qualified teachers apply for a program, seniority shall be considered.

Article 15, ALTERNATIVE SCHEDULES

A. A school may request regularly scheduled modified days for staff development and planning. The determination of whether or not a school will schedule modified days, continue or discontinue same, and the purpose of the programs shall be by mutual agreement of the faculty and principal and subject to the approval of the Superintendent. The total teaching time during a week within which a modified day falls shall be no less than that provided through a regular schedule.

B. Schools may schedule minimum days for staff development which is designed collaboratively by site administration and staff, planning, and/or conducting parent-teacher conferences. Minimum days shall be at least one-half (1/2) of the school's regular day plus the lunch period for students. Teaching time will not be made up provided that schools are in compliance with instructional time as defined by the State Department of Education.

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.

C. An abbreviated day is defined as a day when schools cannot be opened for the full regular schedule due to extreme cold, severe snow or other emergency.

The Deputy Superintendent for General Services and the Federation will meet to discuss the abbreviated day schedule.

Article 16, PROFESSIONAL DEVELOPMENT

A. The Board and Federation recognize that they have a basic responsibility to provide opportunities for the development of those entering the teaching profession and the continual improvement of teachers in the District.

B. Teachers who have three (3) or more years of continuous service are entitled to apply to the Superintendent requesting exchange teaching. Such exchanges are limited to one (1) year. Salaries are to be paid by the respective districts in which the teachers are regularly employed. The exchange year will be considered as a year of teaching in the District.

C. If the District allocates SIS (Substitute In-Service) to the schools, the principal in collaboration with the faculty will determine the utilization of the SIS days. The utilization of the SIS days shall be equitable and in conformity with guidelines as promulgated by the Superintendent or designee.

D. Schools may be granted upon request the use of a regular school day for purpose of in-service programs/training without students in attendance. Such requests may be made when a new program is being implemented, a new school is being opened, or major changes are being planned.

E. In-service days so identified by the District that have the effect of extending the calendar beyond one hundred eighty-two (182) days shall be paid at the rate of \$18 per hour. Participation for such days shall be voluntary.

Article 17, SENIORITY PROVISIONS

A. Seniority

1. Seniority shall be based upon the teacher's continuous length of service with the District within the bargaining unit.

a. Time spent on sabbatical leave or advanced study leave granted for the purpose of gaining an additional endorsement/certification and completed under the provisions of [Article 20, N.2.a.4](#). shall be counted for seniority purposes and shall not break continuous service. Time spent on all other leaves of absence shall not be counted for seniority purposes but shall not break continuous service.

b. Time spent in a District position other than that within the bargaining unit shall not be counted for seniority purposes but shall not break continuous service.

c. In the event teachers have the same date of hire, the date on which the position was offered shall prevail for seniority purposes.

2. The District shall maintain and provide to the Federation the seniority list of the bargaining unit. Additionally, each school shall be provided the seniority list, based on District seniority for the teachers in that school.

B. Reduction-in-Force (RIF)

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

1. Layoff

a. The Board shall determine the number and type of positions to be affected by the RIF.

b. Prior to initiating a RIF, the Board will attempt to absorb the necessary reductions through attrition and the nonrenewal of short-term teachers as defined in [Article 8,A.8](#).

c. Certified school instructors with less than three (3) full-contract, consecutive years of service shall be laid off before teachers having three (3) or more full-contract, consecutive years of service except when a position exists for which no certified school instructor having three (3) or more full-contract, consecutive years of service is qualified. The procedure for the layoff and recall of teachers having less than three (3) full-contract, consecutive years of service shall be determined in consultation with the Federation. The Board reserves the right to make all final decisions.

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

1) affirmative action goals;

2) verifiable extracurricular and/or co-curricular needs. Qualifications being equal, seniority in the District shall control.

2. Recall

a. The Board shall determine the number and type of positions to be affected by the recall.

b. For a period of one (1) year after the effective date of the termination of a teacher with three or more full-contract, consecutive years, the Board shall offer to such person any position(s) which becomes available for which the person is certified and qualified provided that person files with the Superintendent a written

request to reacquire employment within thirty (30) days after the effective date of termination.

c. In the event that more than one (1) person who 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 the provision.

e. Any teacher recalled within one year under this section shall not lose any seniority held previous to having been subject to the RIF procedure.

Article 18, STAFFING

A. Pupil-Teacher Ratios

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

B. Class Size

1. After the first twenty (20) days of school, enrollment figures for all classes in each school shall be available for Federation review within five (5) school days after such request.
2. Any request made of the State Department of Education for deviation from state minimum standards or approval of a special program shall be made available to the Federation upon request.
3. The number of pupils assigned to a teaching facility shall not exceed the number prescribed by safety regulations or the number of work stations.

Article 19, ASSIGNMENT AND TRANSFERS

A. Assignment

1. Teachers shall be assigned within the scope of their teaching certificates unless authorized to do otherwise by the State Department of Education and with the concurrence of the teacher.

2. The principal will consult with individual teachers regarding the number of preparations, subject areas or grade level to be taught by the teacher.

a. Secondary teachers shall not be required to teach in more than three (3) subject areas or have more than three (3) preparations, or combinations thereof, except by agreement with the teacher.

b. Changes in teaching assignment shall not be made without prior consultation between the principal and teacher(s) affected. Changes shall not be made in an arbitrary or capricious manner, but shall be based on verifiable instructional program requirements. No change in assignment for the following year shall be made after the end of the school year without the teacher being notified. The teacher shall receive written notification of the reason(s) for such change in assignment as soon as possible.

3. In arranging schedules for teachers who are assigned to more than one school, the amount of interschool travel shall be as limited as possible. Such teachers shall be notified prior to any change in their schedules.

4. Any nonteaching duties, if necessary, will be assigned on an equitable basis to all teachers. Such assignment shall be kept to a minimum. Assignments performed as the primary responsibility of personnel in other bargaining units shall not be assigned to teachers.

5. Teachers employed prior to the beginning of a school year shall be given notice of their assignment no later than ten (10) school days after school begins. Teachers employed after school begins shall be given notice of assignment at the time employment begins.

B. Transfer and Reassignment

1. Transfer requests will be made on a form provided by the District which shall be available at all schools. The request will indicate the grade and/ or subject to which the teacher desires to be assigned and the school(s) desired in order of preference. Requests for transfer shall be submitted to the Department for Human Resources with a copy to the prospective principal(s). The teacher shall receive within ten (10) school days of request for transfer written acknowledgment of receipt from the school requested.

2. All teachers requesting transfers may request an interview with the principal of the school requested. Such request shall be honored to the extent possible.

3. The Department for Human Resources will make available on the District web site, jobline and to all work sites where teachers are assigned the description of anticipated and real job vacancies on the second and fourth Monday of each month throughout the school year. Such description will include the name of the school and type of vacancy. Vacancies published after the last day of school shall be posted on the District web site and jobline and will be available to teachers at the Department for Human Resources. Principals shall notify the Department for Human Resources of vacancies at the time the principal is notified in writing of any change that would lead to such vacancy. No one shall delay in reporting a vacancy. All teachers who wish to transfer should submit a voluntary transfer form to the Department for Human Resources by April 1 of each school year if they wish to be placed on the master voluntary transfer list which is distributed to principals. Voluntary transfers may be requested at any time throughout the calendar year.

4. Consideration for transfer shall be primarily based on the instructional program needs of the school and seniority in the District. Program needs being equal, District seniority of full-time personnel will control with the least senior person being selected for transfer. The criteria for determining program needs shall be the following:

- a.** teacher certification/endorsement(s);
- b.** affirmative action goals;
- c.** extracurricular and/or cocurricular needs;
- d.** verifiable instructional program requirements;
- e.** comparability requirements;
- f.** full-time equivalency needs of the school.

5. Prior to the administrative transferee(s) being selected, teachers will be encouraged, in consultation with the principal, to volunteer for administrative transfers prior to the transferees being selected. In the event such voluntary administrative transfers do not suffice, transfers will be identified in the following order:

- a.** volunteer(s) by grade level, subject area or school (when appropriate);
- b.** on the basis of program and seniority in the District as stated in paragraph 4 above.

6. No teacher shall be administratively transferred more than twice in any five (5) year period except when the transfers for that teacher occur in accordance with paragraph 4. above on the basis of seniority or paragraph 5.a. above.

7. Teachers who are subject to the intensive evaluation procedure shall not be considered for administrative transfer.

8. If the reason(s) for the administrative transfer becomes nonexistent ten (10) calendar days before the reporting date for teachers, the teacher shall have the right to return to the previous school.

9. Transferee(s) shall not be identified nor transfers made prior to consultation between the principal and teacher(s) affected. Administrative transfers made after the start of the school year shall allow for a minimum of two (2) days written notice prior to the transfer and allow for a minimum of one (1) day prior to assuming the assignment at the new location.

10. If an offer for a voluntary transfer does not occur prior to the start of the new school year, teachers will remain in their original position through the first twenty (20) day count.

11. Teachers accepting a new position after the first twenty (20) day count will remain in their original position until the end of the current grading period or for a period not to exceed ten (10) workdays, whichever period of time is greater. Earlier movement may occur if agreed upon in writing by both principals.

12. Desire to be transferred to a school closer to a teacher's home shall be given serious consideration.

C. Vacancies in Non-classroom Positions

1. Notice of vacancies and call for applications in other than classroom positions within the bargaining unit will be made as such vacancies develop. The notice will include the minimum requirements, vacancy descriptions, and any applicable restrictions. Such notice, from the date of publication, shall be posted for five (5) days in each school prior to the time such vacancies shall be filled. Duties and

responsibilities for which the District pays a differential are not considered to be non-classroom positions.

2. Job descriptions will include those qualifications normally required and will not be substantially greater than those customarily required by the District.

3. Applications for positions will be made in the Human Resources Department. A notice of receipt of applications will be sent to all applicants. Applications for positions posted shall be valid only for the position applied for or, if the position is general in nature, for the school year for which said position was advertised.

4. The positions described herein shall be filled within the bargaining unit, to the extent possible, when the applicants have the qualifications and ability to perform the work.

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

Article 20, LEAVES

A. General Provisions

1. The immediate family of a teacher is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, others who reside in the same household with the teacher, or a person in loco parentis.
2. A teacher who believes an improper reduction in pay has been made under Article 20, shall have ten (10) days after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 3.
3. All leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or supervisor. Extended leaves of more than ten (10) days, with or without pay, will be requested through the Extended Leave Clerk's office in the department of Human Resources.
4. All leave days are based upon the number of hours in the teacher duty day.
5. Inappropriate use of any leave may be cause for disciplinary action.

B. Assault Leave

A teacher shall not be charged for time lost, up to twenty (20) duty days, resulting from physical injuries caused by an assault while carrying on the duties and responsibilities as a teacher. Assault shall mean an intentional act which causes an injury. Any teacher assaulted shall report the incident to the principal immediately. In the event more than three (3) days are lost as a result of the assault, the teacher shall submit to the principal a physician's certificate attesting to the injury. The Board reserves the right to have the teacher examined by a physician chosen from a panel designated by the Board and the Federation to assist the Board in determining the teacher's right to receive benefits under this

section. Such benefits shall go into effect immediately and remain in effect until such time as it may be determined that the benefits should not have been provided and in which event the teacher shall be deducted sick leave or leave without pay if sick leave has been exhausted.

C. Bereavement Leave

1. Three (3) days leave with pay will be granted for death in the immediate family of a teacher. If requested by the teacher, two (2) additional days leave with pay will be granted.
2. Bereavement leave is not cumulative nor is it deducted from a teacher's sick leave.

D. Court Leave

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

E. Illness in Immediate Family

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

F. Personal Emergency Leave

1. A teacher will be granted up to five (5) days of leave per year to cover situations other than personal illness beyond the control of the teacher which would significantly impair teaching service. Deductions from the gross pay of a teacher for this leave shall be made at the degreed substitute rate of pay for each day taken.

2. A teacher may be granted up to five (5) days leave without pay for business and/or personal reasons having unusual circumstances.

G. Religious Leave

1. A teacher will be granted up to two (2) days of leave per year for observance of recognized religious events.

2. Deductions from the gross pay of the teacher for this leave shall be made at the degreed substitute rate of pay for each day taken.

H. Personal Leave

1. One (1) day of leave with pay each year is granted to a teacher for personal matters which require the teacher's absence during school hours. This leave may be accumulated up to two (2) days, except as noted in Article 22, Paragraph A.

10. Leave not taken under this section shall be accumulated with sick leave.

2. Except in emergency situations, the teacher shall give at least three (3) school days' notice to the principal that leave will be taken under this section. The teacher need not state the reason for taking leave under this section.

I. Professional Development Leave

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

J. Political Leave

1. Where time spent in a campaign for the purpose of securing a political office will interfere with the duties of a teacher, a leave of absence should be requested in writing by the teacher/candidate. Such leave shall be leave without pay. The Board shall give written answer to such request for political leave. This leave of absence shall be arranged for a definite period of campaigning. At the conclusion of the leave, the teacher shall be returned to the former position held immediately and shall have all benefits accrued as if actively employed.

2. Leave of absence with pay shall be granted for the purpose of holding political office. The teacher/office holder shall request in writing a leave within the framework of this policy and shall receive a written response defining the terms of the leave. The response shall include reinstatement upon termination of the leave and, where applicable, all benefits accrued as if the teacher were actively employed.

3. Leave of absence without pay and accrued benefits shall be granted to teachers who are elected to full-time, salaried positions. Upon termination of the

leave of absence, the teacher shall be reinstated in the same or similar position according to the personnel needs of the District.

4. Leave of absence with pay shall be granted to teachers who are elected or appointed to part-time, nonsalaried positions. The number of days granted to teachers under this paragraph will be determined by the Superintendent except that teachers elected to the State Legislature will be limited to the number of days for the regular annual session plus ten (10) additional days. Any days granted beyond this number will be without pay. The teacher shall maintain the position in the school system normally held when not serving in political office.

5. Application for such leave shall be made to the Superintendent.

K. Sabbatical Leave

1. Dependent upon the availability of non-District funding, a teacher may be granted sabbatical leave with pay. Such leave may be for one (1) semester or one (1) year.

2. Only those certified teachers who have been actively employed by the District for at least six (6) continuous contract years preceding the granting of this leave are eligible.

3. Sabbatical leave shall be granted only upon agreement by the teacher to return to school system for at least two (2) years following the leave or repayment to the District of the salary received during the period of leave. A surety bond, or other collateral acceptable to the Board, must be provided by the teacher as a condition of leave award.

4. The teacher shall be guaranteed an equivalent position upon return to the school system.

5. The teacher may continue participation in the educational retirement plan by making appropriate contributions as agreed by the Board and the Educational Retirement Board.

6. A joint committee consisting of two (2) teachers appointed by the Federation and two (2) persons appointed by the Superintendent shall screen candidates and submit the approved applicants for sabbatical leave to the Superintendent for final recommendation to the Board. The recommendation to the Board shall include any additional guidelines, including the amount of payment, for the sabbatical leave.

7. Request for sabbatical leave must be submitted no later than March 1.

L. Sick Leave

1. Teachers are granted sick leave earning with pay as follows:

a. For those employed for one hundred eighty-two (182) days, according to formula $(182 \times 6.50 \times .055)/21 = 3.10$ hours earned per pay period, 65.10 hours earned per year, or 10.02 days earned per year accumulation up to 1300 work hours.

b. For those employed on extended contracts, an extension by formula limited to accumulation of 1300 work hours.

c. Teachers employed by the District after the first day of October shall earn a proportionate number of hours sick leave with pay by formula for the period from the date of employment through completion of the school year.

d. Earned sick leave benefits may be used provided the teacher is on paid duty status.

e. Teachers may use during the school year an amount of sick leave that will equate with the total number of hours earned per year prior to actually earning the sick leave hours each month. In the event a teacher uses an amount of sick leave that exceeds the total earned for an entire year or terminates within the year, the teacher will be docked one one-hundred eighty-second (1/182) of salary for each day taken except as provided for in L.3.

2. Sick leave with pay will be made available to teachers who are returning to the District from the prior year or from authorized leave and are unable to report to work by reason of illness at the beginning of the school year.

3. Sick Leave Bank

The District and the Federation recognize the need for an available pool of sick leave days upon which eligible teachers having experienced catastrophic illnesses or injuries may draw. To this end, the District and the Federation have established a self-funded Sick Leave Bank.

a. Eligibility

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

b. Membership

Any teacher shall be afforded the opportunity to participate within thirty (30) days after beginning employment or within thirty (30) days of the beginning of any succeeding school year. Part-time teachers shall be eligible for benefits on a pro-rata basis. Once enrolled, membership will be for an entire school year. A

request to withdraw from participation in the bank must be submitted to the SLB Committee within ten (10) workdays of the first teacher workday of the following contract year.

c. Administration

The SLB Committee shall consist of one (1) member appointed by each of the three participating bargaining units and District personnel for consultation as necessary.

Upon exhaustion of all accrued leave, an eligible teacher may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee. Guidelines may include a minimum number of days which must be accrued before SLB coverage begins. Applications to the Committee shall be in writing and be accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. The SLB Committee will review all applications for withdrawal of days. The decision of the Committee shall be final and not subject to the grievance procedure. The Committee shall submit an operation report to the Board and the Federation on an annual basis.

d. Other Conditions

Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement. Teachers on leave of absence are not eligible to participate in the bank.

4. General Provisions

a. A physician's certificate may be required when a teacher is:

- 1)** absent for four (4) or more consecutive days;
- 2)** absent both on a Friday and the following Monday.

b. When a teacher is absent due to injury (incurred during the course of employment or related thereto), the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the teacher's regular pay shall be paid by the Board from accrued sick leave benefits. The first seven (7) days of absences due to injury shall not be subject to this provision.

c. In case of illness which exceeds ten (10) consecutive work days, the teacher must submit a written notice to the Department for Human Resources stating the probable date of return together with a verifying physician's statement. Before returning, such teacher must submit a physician's release.

d. Teachers who have been off work for any medical reason for more than ten (10) consecutive workdays may be required to have an evaluation by the Occupational Health Clinic in order to return to work.

M. Military Leave

1. Military or Peace Corps leave without pay up to four (4) years shall be granted to a teacher who is drafted or recalled into the United States Military Service or who volunteers for service to the United States Armed Forces or United States Peace Corps and is accepted for either service.

2. Teachers on leave for military or Peace Corps service shall be granted any improvement in salary or other terms and conditions of employment which would have accrued to them had they remained in active service with the District, provided such teachers seek reinstatement with the District within thirty (30) days following discharge from the military service or upon release from Peace Corps service.

3. Leave for routine summer military service overlapping with regular school duties shall be granted as required by law.

N. Extended Leaves of Absence Without Pay

1. Unless otherwise stated herein, an extended leave of absence without pay may be granted to teachers for a period of up to one (1) year.

2. Extended leaves of absence without pay may be granted for:

a. Advanced Study--A teacher who has been employed under the terms of this Agreement by the District for three (3) continuous contract years or more immediately preceding the granting of this leave is eligible for advanced study leave for up to one (1) year. Prior to returning to employment, the teacher must provide verification of advanced study by submitting to the Department for Human Resources either:

1) an official transcript indicating the earning of no less than six (6) semester hours per semester or fifteen (15) semester hours for one (1) year, or equivalent, whichever is appropriate;

2) written record from the teacher's supervisory professor(s) stating that activities have occurred substantially equivalent to the N.2.a.(1) requirement.

3) An advanced study leave may be renewed for up to one (1) additional year provided all requirements are met for each year of leave.

4) Teachers returning from advanced study leave who have completed an approved program of studies resulting in their obtaining an additional certification/endorsement shall be granted credit for salary schedule advancement as if the teacher had been actively employed. The Superintendent must approve the program of studies prior to the granting of the leave. The program of studies must be related to the subject matter being taught by the teacher or to be taught by the teacher. A statement as to how the advanced study leave is expected to enhance the teacher's abilities to teach may be requested by the Superintendent prior to the granting of the leave. Except in

unusual circumstances, as determined by the district, application for this leave must be submitted thirty (30) days in advance.

b. Parental Leave--A parental leave of absence for up to one (1) year shall be granted upon request to a teacher for the purpose of childbearing and/or child rearing as follows:

1) A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said teacher shall notify the Department for Human Resources in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. Such notice will include either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her contractual duties. If not on parental leave of absence, any portion of a teacher's absence from work because of a medical disability connected with or resulting from her pregnancy may be charged to her available sick leave.

2) A male teacher shall be entitled upon request and verification of birth date to a leave to begin at any time between the birth of his child and one (1) year thereafter.

3) A teacher adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary in order to fulfill the requirement of adoption.

c. Leave for Illness in Immediate Family--Leave shall be granted for the purpose of caring for a sick member of a teacher's immediate family for up to one (1) year. Such request must be accompanied by a verifying physician's statement.

d. Extended Sick Leave--A teacher who is unable to teach because of personal illness or disability and who has exhausted all available sick leave shall be granted leave for up to one (1) year. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. If the leave was granted as a result of a work related injury the employee may request and shall be granted a one (1) year extension of this leave. Before returning, such teacher must submit a physician's release.

e. Extended Personal Leave--Leave without pay for up to one (1) year may be granted to a teacher provided said teacher has been actively employed or five (5) continuous contract years preceding the granting of this leave and has not been granted an extended part-time leave within that period. Application for said leave shall include a statement indicating the purpose of the leave and shall be submitted, except in unusual circumstances, as determined by the District, thirty (30) days prior to the date the leave is to commence.

f. Extended Part-time Leave--Teachers who have been employed by the District in a full-time capacity for five (5) continuous contract years prior to granting this leave, may be granted leave to work less than full-time for up to one (1) school year. Application for such leave shall follow the same guidelines as outlined in N.2.e. above, and all general provisions applying to other extended leaves will apply except that time spent on a part-time leave shall be counted for seniority purpose. This language shall not apply to teachers who change from full-time to part-time status without benefit of a leave.

g. Charter School Leave - Leave to teach at a charter school shall be granted as required by, and in accordance with, the 1999 Charter Schools Act

3. General Provisions

a. A teacher returning to duty from an extended leave shall be reassigned to the original teaching position or, if that position is no longer available, to a

substantially equivalent position to that held by the teacher at the commencement of the leave.

b. A teacher returning from an extended leave must file an intent to return to the school system no later than March 1. Failure to do so will be considered a resignation on the part of the teacher effective at the conclusion of the leave or the school year, whichever comes first.

c. All requests for extended leaves of absence shall be submitted to the Extended Leave Clerk's office in the Human Resources Department.

d. Time spent on extended leaves of absence will not be counted for seniority purposes

e. Extended leaves of absence will not be denied because of length of service except as provided herein. Time spent on extended leaves of absence shall not be considered a break in continuous service.

Article 21, INSURANCE

A. Premium Payment

1. For employees who elect to participate in an insurance program as provided under the terms of this Article, the Board agrees to contribute that percentage of the premium required by State law, but no less than 60%.

2. Teachers who choose to participate in the District insurance programs will have their contributions deducted from their paychecks.

a. Deductions for insurance programs will cease should a teacher terminate during the school year, and coverage will cease immediately on health and dental. There will be a thirty (30) day grace period on life.

b. Teachers on leave of absence up to one (1) year who do not receive a salary may continue any or all insurance programs by payment of their portion of the premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.

c. Teachers on leave of absence for more than one (1) year, except for those on approved sick leave, who do not receive a salary may continue any or all insurance programs by payment of 100% of the premium on the first weekday of each month of coverage or in multiples of months if desired. Failure to make payment will cause termination of coverage.

B. Enrollment

1. Teachers who are not enrolled in a District insurance program will be accepted in any or all of the District's insurance programs so long as they enroll no later than thirty-one (31) days from the effective date of their employment, change in marital status or change in the job status of the teacher's spouse, provided the

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

2. Teachers on leave of absence from the District who are not enrolled in a District insurance program will be accepted in any or all of the District's insurance programs if there is a change in the teacher's marital status or in the job status of the teacher's spouse so long as they enroll no later than thirty-one (31) days from the change, providing the teacher's spouse was covered by insurance previous to the change.

3. During enrollment periods teachers shall be provided a thorough explanation of the programs and assistance in completing application enrollment forms.

4. Each subscriber to a program shall receive a brochure outlining all of the basic terms and conditions of the program.

C. Insurance Program Review

The Federation will meet with the Assistant Superintendent for Human Resources to review the existing insurance program, examine possible improvements in the present coverages and participate in the bidding procedure. The District and Federation will make a collaborative recommendation to the Board on selection of carriers and benefits.

D. Insurance Programs

1. The Board agrees to provide a program of life, medical and dental insurance benefits for teachers. The Board shall offer each employee a choice between the following two (2) programs of medical and health care:

a. A program of medical and health insurance benefits as provided by the District.

- b.** A Health Maintenance Organization Plan (HMO). A Preferred Provider Organization (PPO) may also be offered.
- c.** The Board shall notify the Federation of anticipated changes in the employee insurance programs at least thirty (30) days prior to implementation.
- 2.** The Board shall provide professional liability insurance in accordance with the requirements of the Risk Management Division of the State of New Mexico.
- 3.** The Board shall provide Workers' Compensation for on-the job accidents.
- 4.** The Board will match employees' share for Federal Insurance Contribution Act (Social Security).
- 5.** Teachers have the option to commence a contract for a tax deferred annuity at any time, provided the company is on the approved list. Teachers have the option to amend a contract for a tax-deferred annuity once each calendar year.

Article 22, REMUNERATION AND PROFESSIONAL SERVICES

A. Salaries

1. Salary Schedules ([Appendix A](#)) ([Appendix B](#)) ([Appendix C](#)), including longevity indexes, are subject to review annually.

2. All pay differentials will be increased five (5) percent annually as part of the salary schedule increase provided to the bargaining unit.

3. Credit on the salary schedule shall be given for qualified out-of-district experience up to ten (10) years.

a. For teachers, one year of qualified experience is designated as at least five hundred seventy (570) hours of verifiable experience in full-time instruction in public schools, kindergarten through grade twelve, state universities and colleges and private schools accredited by a recognized authority and where a bachelor's degree is required. This provision shall not be applicable for out-of-district experience earned by teachers prior to the 1981-82 school year. Out-of-district experience earned during the 1979-80 school years shall be designated as at least six hundred (600) hours of verifiable experience as described above. Experience earned prior to the 1979-80 school year shall be designated as at least one hundred (100) six and one-half (600) hour days of verifiable experience in full-time instruction as described above. The above out-of-district definition shall also be used in determining step placement on the salary schedule for experience within the District. Days or hours of experience in different school years may not be totaled for experience. Responsibility for verification of prior experience and for instigating appeals to the Department for Human Resources rests solely with the teacher.

b. For evaluation specialists and licensed school psychologists, one year of experience is designated as at least eight hundred (800) hours of verifiable

experience as a licensed evaluation specialist and/or a licensed school psychologist. The above out-of-district definition shall also be used in determining step placement on the Evaluation Specialist and School Psychologist Salary Schedule for experience within the District. Hours of experience in different school years may not be totaled for experience. Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the evaluation specialist or school psychologist.

4. Part-time teachers are those teachers whose work is based on a full contract year but less than a full duty day. Part-time teacher salaries shall be determined on a pro rata basis on the appropriate step of the teacher salary schedule as if the teacher were employed full-time. The terms of employment shall include preparation time and other duties, on a pro rata basis, as are assigned full-time teachers. Sick leave and other benefits shall accrue on a pro rata basis.

5. Compensation

a. A teacher who is contracted to teach during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid two-tenths (.2) of the individual teacher's contractual salary for each class taught.

b. A teacher, who on an occasional basis, teaches during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid for the additional time at the rate of the individual teacher's hourly rate of pay. Teachers shall receive one hour of pay for the first class taught beyond the duty day resulting in at least forty (40) minutes in duration. Thereafter, the hourly rate will be based on the actual minutes taught beyond the first hour.

c. An elementary teacher, who on an occasional basis, teaches during the absence of scheduled physical education instruction, shall receive payment based on 15 minute increments at the teacher's hourly rate.

d. A teacher performing noninstructional duties which result in an extension of the duty day shall be paid at the rate of \$18.00 per hour. Summer School rate of pay for shall be \$20.00 per hour.

e. A teacher who is not certified shall be compensated premised upon a value of ninety (90) percent of the Level One, B.A. Column of the Salary Schedule for Teachers. Experience for teachers who are not certified shall be counted in the same manner as for teachers who are certified.

f. An evaluation specialist or school psychologist performing evaluations outside of the school work year shall be paid at the following rate:

\$135.00 per evaluation, \$205.00 per bilingual evaluation and \$35.00 per no show.

6. Teachers who have not been engaged in teaching on a full-time basis, upon returning to the District, will be restored to the next position on the salary schedule above that which they left, except as provided herein.

7. All teachers working an entire school year will be paid according to contract in twenty-six (26) equal installments on specified calendar dates. If a pay date falls on a weekend, holiday, or vacation day, the pay date shall be the last working day prior to the holiday, vacation day or weekend. All teachers working less than an entire school year shall be paid according to the above procedure except that there will be fewer installments. Adjustments may be made for the amount of the first and final installment(s). If employment with the District is terminated and payment has exceeded the limit of the teacher's reserve, the District retains the right to recover funds for work that was not performed.

8. If a teacher works less than a full year, the teacher will be paid that portion of a total annual compensation for which the teacher is qualified as the service rendered bears to the total services required hereunder.

9. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day will be reimbursed at the rate of twenty-five cents (\$.25) per mile as identified under D.F.A. regulations.

10. Teachers may claim eligibility for salary increments by submitting a letter on or before September 15 followed by an official transcript as soon as possible to the Human Resources Department as provided below:

The official transcript must be received by the Human Resources Department during the school year for which the increment is sought in order to receive an increment for that year.

a. All degrees and course work must be taken in regionally accredited universities or colleges. Exceptions for accepting course work taken prior to the completion of a degree may be granted provided the teacher has an officer of the registrar's office verify the number of hours of college credit counted as a requirement for the degree. The District will verify that number of hours with regard to the University of New Mexico for Bachelor Degrees only.

b. BA + 15 increment: completion of 15 semester hours of course work after date bachelor's degree was awarded.

c. BA + 45 increment: completion of 45 semester hours of course work after date bachelor's degree was awarded.

d. MA increment: awarding of the master's degree.

e. MA + 15 increment: completion of 15 semester hours of course work after date master's degree was awarded.

f. MA + 45 increment: completion of 45 semester hours of course work after date master's degree was awarded.

g. Doctorate increment: completion of Ph.D. or Ed.D.

11. 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 and who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional personal leave day. A total of three (3) personal leave days may be accumulated through the program. Personal leave not taken under this section shall be accumulated with sick leave. The District and the Federation will monitor the results of the program and report such information annually. Such reports shall include a review of the reward procedure and eligibility requirements for the program.

B. Payroll Deductions

1. Teachers may authorize a payroll deduction for Union dues, Sick Leave bank, COPE (ATF Committee on Political Education) Insurance, United States Savings Bonds, tax-deferred annuities, contributions to the United Way and payments to the New Mexico Educators Federal Credit Union. Payroll deductions will be itemized.

2. Deductions provided for under this article shall cease should a teacher terminate employment during the school year.

C. Pay Differentials

1. All pay differentials are based on extra work and/or greater responsibilities or specific credentials/endorsements. In the event the parties agree a pay

differential is appropriate or desirable and is not a part of this Agreement, the parties agree to negotiate an agreement to compensate such teachers.

2. Any teacher receiving a contract that exceeds the required one hundred eighty-two (182) days of service shall receive a pay differential prorated at one one-hundred eighty-second ($1/182$) of the teacher's contracted salary for each extra day of service needed. Any teacher required to work on an extended calendar shall receive an extended contract. The following teachers shall work on an extended contract:

a. secondary school counselors and librarians: five (5) days;

b. elementary school counselors and librarians: three (3) days; elementary school librarians who are assigned to more than one school: six (6) days;

c. ROTC instructors shall have an extended contract and salary as provided in federal regulations and an agreement reached between the parties on May 15, 2000. Said agreement is available for review at the District Department for Human Resources and the Albuquerque Teachers Federation office. (Note: The instructor's salary shall not be reduced during the school year as a result of an increase in military retirement benefits.)

d. Vocational teachers shall receive an extended contract based upon performance of the following duties, or combination thereof, as approved and verified by the Director of Vocational Education. Days used for advisory committee and youth organization activities may be an accumulation of time worked on either nonschool days or before or after the regular duty day. Sick time will be documented by the teacher.

1. teachers of cooperative education programs - five (5) days for job development;
2. vocational education teachers (grades 9-12) - three (3) days for vocational education activities which may include youth organizations and advisory committees;
3. production agriculture teachers - ten (10) days for summer work experience coordination.

3. Bilingual and ESL

- a. Teachers who possess a current Bilingual and/or ESL endorsement shall receive a differential of \$500.
- b. In addition to receiving a differential of \$500 for a current Bilingual and/or ESL endorsement, teachers who provide Bilingual and/or ESL services at the school shall receive a differential of \$2500.
- c. The number of differentials authorized for providing services at the school shall be determined by the total LEP population of the school and by the Alternative Language Service program need as reported by the principal using the following criteria:
 1. Teachers must possess a current endorsement (teachers on waiver do not qualify for the differential).
 2. Teachers must provide services in a District designated Bilingual and/or ESL program .
 3. Teachers wishing to be considered for a differential must have their current endorsement on file with the Department for 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 State

Department of education by no later than September 15. If applicable, employees must be providing services under the provisions of the district ALS Plan by that date to receive full payment. Endorsements issued and/or the commencement of the provision of services after that date will be compensated on a prorated basis.

4. Teachers who are certified by the National Board for Professional Teaching Standards shall receive a differential of \$2000 per year as long as the certificate is held.

5. High School Team Leaders (Department Heads):

a. Team Leaders in the eleven (11) senior high schools, Career Enrichment Center, Evening School, New Futures School and Special Education Services* shall receive a differential according to the following:

1. 6-15 teachers on teams \$1,592.
2. 16 or more teachers on teams \$1,754.

* Special Education departments with 4 or more members will receive the differential. In addition, this Special Education numerical guideline may be waived by mutual agreement of both parties in cases of verified need. Teachers shall be counted as a member of each team in which they teach.

b. Election/Selection Procedure

Election/Selection procedures for choosing Team Leaders, including a procedure for resolving tie votes, will be agreed upon by team members before elections take place. Personnel from each team shall agree to choose Team Leaders in one of the following manners:

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

c. Term of Office

The Team Leaders shall serve for a period of two (2) years. If the position becomes vacant during the two year term, a replacement shall be named according to the election/selection procedure described above.

6. Middle School Team Leaders (Department Heads) will be selected the same way as high school Team Leaders: by election or submission of two (2) or more names to the Principal for selection. Middle schools shall be provided with differentials for positions of Team Leaders as follows:

a. Student enrollment 800 or less - Four (4) differentials

b. Student enrollment over 800 - Five (5) differentials. Each person so designated shall receive a differential of \$1,481.

7. Elementary Team Leaders - There shall be a collaborative effort between administration and certified staff at each school site to establish from one (1) to eight (8) positions to address both current and innovative curricular and managerial needs. Determination of positions, job descriptions and differential amounts shall be through school-wide consensus of all certified teaching staff.

a. Term: Positions shall be for a term of one 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 members of the certified teaching staff. They shall be elected by all certified members of the teaching staff annually in a secret ballot election. Each certified member of the teaching staff shall receive a list of the positions, job descriptions and differential schedule before the election is held and shall have the opportunity to be nominated or to

volunteer for the ballot. Results of the election shall be reported to Human Resources no later than October 1 of each school year.

c. Differential: The sum of \$7,350 will be allocated to each elementary school site to be used as payment for differentials.

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

Head Football	\$4956
Assistant Football	3054
Head Basketball	4078
Assistant Basketball	2603
Head Track	3225
Assistant Track	2079
Head Tennis	2079
Head Golf	2079
Head Wrestling	3225
Assistant Wrestling	2079
Head Baseball/Softball	3225
Assistant Baseball/Softball	2079
Head Volleyball	3165
Assistant Volleyball	2079
Head Soccer	2629
Assistant Soccer	2079
Head Cross Country	3165
Head Swimming	3165
Athletic Trainer	5538
Athletic Director*	3287

* Not a District funded position

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

Differential

<u>Head Coaching Assignment</u>	<u>6-10 Years experience</u>	<u>11 years and over experience</u>
Football	+ 300	+ 601
Basketball	+ 300	+ 601
Track	+ 300	+ 601
Wrestling	+ 300	+ 601
Volleyball	+ 300	+ 601
Baseball/Softball	+ 300	+ 601
Swimming	+ 300	+ 601
Cross Country	+ 300	+ 601
Tennis	+ 300	+ 601
Golf	+ 300	+ 601
Soccer	+ 300	+ 601
Athletic Trainer	+ 300	+ 601
Athletic Director *	+ 300	+ 601

* Not a District funded position

10. Middle schools shall be provided, at \$1,491 each, differentials for boys' and girls' intramural programs, including up to two (2) culminating extramural activities for each intramural program, as follows:

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

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

Dance	\$1785
Speech Director	2616
Speech Assistant Director *	1785
Drama Director	2666
Drama Assistant Director *	1856
Band Director	3164
Band Assistant Director *	2292
Orchestra Director	1475
Chorus Director	3164
Chorus Assistant Director *	2292
Annual	1996
Newspaper	1474
Drill Team	1474
Cheerleader "A"	1549
Cheerleader "B"	1284

* Not a District funded position

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

<u>Assignment</u>	<u>Differential</u>	
	<u>6-10 Years experience</u>	<u>11 years and over experience</u>
Speech Director	+ 300	+ 601
Drama Director	+ 300	+ 601
Annual	+ 300	+ 601
Newspaper	+ 300	+ 601
Band Director	+ 300	+ 601
Dance	+ 300	+ 601
Chorus Director	+ 300	+ 601

Orchestra Director	+ 300	+ 601
Drill Team	+ 300	+ 601
Cheerleader "A"	+ 300	+ 601
Cheerleader "B"	+ 300	+ 601

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

a. Student enrollment 600 or less - Seven (7) differentials.

b. Student enrollment over 600 - Eight (8) differentials. Compensation shall be \$1,187 for each activity except band and chorus which shall be \$1,410. Schools having band, orchestra and chorus programs shall provide the full differential for those activities as described in the Instructional Procedural Directive.

14. Side-by-side Special Education programs shall be provided one (1) differential of \$1,379 for the coordination of the extramural Special Olympics.

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

Article 23, HEALTH AND SAFETY

A. The Board agrees to continue to provide conditions for work that are healthy and safe. In furtherance of this, the Board agrees to continue to provide working conditions which are in conformance with applicable rules and regulations.

B. The parties agree that all teachers shall observe all health and safety rules.

C. Teacher complaints of unsafe or unhealthy conditions shall be reported by the principal to the Loss Control Manager. Before a grievance may be filed, the District's Loss Control Manager shall have ten (10) duty days from the day the principal was informed to act on the complaint. The time line for the filing of a grievance shall commence at the conclusion of the Loss Control Manager's ten (10) day period for action.

D. The parties agree that there shall be a health and safety committee in each school. Composition of the committee shall be determined by the principal and faculty. Said committee shall:

- 1.** Make a reasonable effort to become knowledgeable in health and safety rules and regulations;
- 2.** Meet and discuss working conditions with respect to health and safety;
- 3.** Make recommendations to appropriate parties.

Article 24, NO STRIKE PROVISION

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

Article 25, DURATION OF AGREEMENT

A. This Agreement shall be effective upon ratification by the parties as of August 1, 2002, and shall remain in full force and effect through July 31, 2004. If a successor Agreement is not agreed to and ratified by July 31, 2004, 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 program premiums shall be opened each year of this Agreement. Such negotiation shall begin on or before April 1 of each year or as agreed to by the parties.

C. This Agreement may be altered by mutual consent of the Board and the Federation. Such alterations will replace or add to this Agreement and be in full force and effect only upon approval in writing of both parties.

APPENDIX A
2002-2003 SALARY SCHEDULE
FOR TEACHERS, RESOURCE TEACHERS COUNSELORS,
LIBRARIANS, NURSES, SOCIAL WORKERS AND INTERPRETERS
Schedule A1

Level	One	Two	Three	Four	Five	Six	Seven
Step	BA	BA+15	BA+45	MA	MA+15	MA+45	Doctorate
01	\$28,559	\$28,688	\$28,818	\$28,818	\$28,948	\$30,182	\$31,154
02	\$28,615	\$28,745	\$28,875	\$28,875	\$29,005	\$30,241	\$31,216
03	\$28,748	\$28,879	\$29,009	\$29,009	\$29,140	\$30,382	\$31,362
04	\$28,885	\$29,016	\$29,148	\$29,148	\$29,279	\$30,527	\$31,512
05	\$29,023	\$29,155	\$29,287	\$29,287	\$29,418	\$30,672	\$31,661
06	\$29,520	\$29,654	\$29,789	\$29,789	\$29,924	\$31,198	\$32,204
07	\$30,099	\$30,236	\$30,374	\$30,374	\$30,509	\$31,809	\$32,835
08	\$31,304	\$31,444	\$31,589	\$31,589	\$31,730	\$33,082	\$34,147
09	\$32,868	\$33,333	\$33,483	\$33,483	\$33,634	\$35,068	\$36,197
10	\$33,525	\$33,998	\$34,151	\$34,151	\$34,463	\$36,576	\$37,705
11	\$33,686	\$34,151	\$34,308	\$34,308	\$35,153	\$37,306	\$38,460
12	\$33,846	\$34,308	\$34,461	\$34,461	\$35,600	\$37,808	\$38,957
13	\$33,998	\$34,461	\$34,685	\$34,685	\$36,314	\$38,566	\$39,735
14	\$34,151	\$34,614	\$35,173	\$35,173	\$36,801	\$39,055	\$40,225
15	\$34,308	\$34,767	\$35,471	\$35,471	\$37,035	\$39,286	\$40,457
16	\$34,461	\$34,964	\$36,182	\$36,182	\$37,757	\$40,005	\$41,229
17	\$34,614	\$35,215	\$36,414	\$36,414	\$37,987	\$40,234	\$41,463
18	\$34,964	\$35,918	\$37,131	\$37,131	\$38,708	\$40,957	\$42,183
19	\$35,636	\$36,571	\$37,705	\$37,705	\$39,305	\$41,510	\$42,714
20	-	\$37,499	\$38,694	\$38,694	\$40,237	\$42,441	\$43,645
21	-	\$38,435	\$39,626	\$39,626	\$41,167	\$43,374	\$44,577
22	-	\$39,367	\$40,561	\$40,561	\$42,080	\$44,307	\$45,510
23	-	\$40,298	\$41,492	\$41,492	\$43,034	\$45,248	\$46,445
24	-	\$41,230	\$42,425	\$42,425	\$43,967	\$46,174	\$47,376

25	-	\$42,162	\$43,357	\$43,357	\$44,901	\$47,105	\$48,324
26	-	-	\$44,289	-	-	\$48,049	\$49,275

Based on a 183 day work year, 6.5 hours/day. Employees moving off the schedule and employees already off the schedule shall receive 1% above 2001-2002 salaries.

APPENDIX B
2002-2003
SALARY SCHEDULE FOR AUDIOLOGISTS / OCCUPATIONAL
THERAPISTS /
PHYSICAL THERAPISTS / SPEECH & LANGUAGE PATHOLOGISTS /
ORIENTATION & MOBILITY SPECIALISTS
SCHEDULE A-2

STEP	AUD, OT, PT, SLP, O&MS
01	\$33,272
02	\$33,338
03	\$33,496
04	\$33,655
05	\$33,815
06	\$34,964
07	\$36,362
08	\$37,816
09	\$38,574
10	\$38,957
11	\$39,734
12	\$40,182
13	\$42,312
14	\$43,635
15	\$44,957
16	\$46,280
17	\$47,205
18	\$47,340
19	\$47,475
20	\$47,609
21	\$47,745
22	\$47,879
23	\$48,013
24	\$48,419

25	\$49,213
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Based on a 182 day work year, 6.5 hours/day

*Employees moving off the schedule and employees already off the schedule shall receive 1% above 2001-2002 salaries.

APPENDIX C
2002-2003
Licensed Evaluation Specialists
and
Licensed School Psychologists
SCHEDULE A3

STEP	MA	MA+15	MA+45	PHD/Licensed School Psychologist
01	\$37,749	\$39,654	\$42,455	\$45,452
02	\$37,823	\$39,732	\$42,539	\$45,542
03	\$38,001	\$39,919	\$42,740	\$45,757
04	\$38,182	\$40,110	\$42,943	\$45,974
05	\$38,364	\$43,300	\$43,147	\$46,193
06	\$39,668	\$41,671	\$44,614	\$47,764
07	\$41,254	\$43,338	\$46,398	\$49,675
08	\$42,578	\$44,659	\$47,985	\$51,262
09	\$43,899	\$45,982	\$49,573	\$52,848
10	\$45,222	\$47,304	\$51,159	\$54,434

Based on a 208 day work year, 8 hours/day

*Employees moving off the schedule and employees already off the schedule shall receive 1% above 2001-2002 salaries.

Albuquerque Public Schools

Albuquerque Teachers Federation

THE ALBUQUERQUE TEACHERS FEDERATION

CODE OF PROFESSIONAL RESPONSIBILITIES FOR TEACHERS

Dear Colleague:

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

Categories of Responsibility:

Teaching: Classroom instruction is the primary responsibility of the teacher.

Included in that instruction is:

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

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

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

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

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

- report cards

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

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

As they network with each other, teachers share:

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

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

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