

Changes to Contract Language 2019-2020

~~Strikethrough~~ = delete

Underline = Addition

Equipment for Nurses and Psychologists

The updates to the language recognize school psychologists as a group guaranteeing basic equipment. School nurses' equipment now includes a locking cabinet for medications!

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

K. Equipment

1. Basic equipment for a teacher shall include a computer or laptop with internet access and access to a working printer, a teacher's desk and chair, a secure file cabinet and a bookshelf. Employees shall use APS email for any business related communication pursuant to the APS Employee Technology Acceptable Use Policy.
2. Basic equipment for an educational diagnostician and school psychologists shall include a desk, a table, two chairs, a secure file cabinet, a bookshelf, access to school phones and access to District computers.
3. Basic equipment for school nurses shall include a computer with internet access and printer w/ paper (to access the District student information system and print out reports and immunization records), ~~and~~ a fireproof, locking file cabinet (to maintain medical records per HIPAA federal regulations) and a locking cabinet for medications.

Short term employees

Short term employees are no longer automatically "pink-slipped". If the short term position is continuing the next year, short term employees can more easily get hired on a regular contract.

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

L. Employment

1. The District is an equal opportunity employer.
2. In order to qualify and be employed in a teaching position in the District, an applicant must have at least a bachelor's degree and must have a valid teaching license, an occupational license, or be enrolled in an approved alternative licensure program from the State of New Mexico. Qualifications of the individual are the guiding criteria in employment. The District shall notify the Federation when a teacher is to be hired who does not possess at least a bachelor's degree.
 - a. All existing and newly hired "I" licensed special education teachers will be obligated to participate in 12 hours of APS provided professional development.
 - b. Twelve (12) hours of professional development, provided outside of the regular duty day, is a condition of employment during both the first and second years for all "I" licensed special education teachers in APS.
3. All teachers employed by the District shall be employed for the primary purpose of instructing children and/or rendering professional services for which they are licensed.

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4. Teachers will be employed under contract for less than a full school year when a teaching vacancy will exceed sixty (60) duty days. This provision may be waived upon approval by the Public Education Department.
5. There shall be three (3) categories of employment:
 - a. full-time teachers;
 - b. part-time teachers;
 - c. short-term teachers;
6. A full-time teacher shall be a teacher employed to teach a full teaching day for an entire school year.
7. A part-time teacher shall be a teacher employed to teach less than a full teaching day or a full teaching week for an entire school year.
8. A short-term teacher shall be defined as a teacher who accepts employment after 9:00 am on the reporting day for students, a teacher replacing another teacher in their first year of leave, a teacher hired for a position which has a time limitation of one year because of a source of funding other than the APS operational budget, a change in District, state or federal curriculum/program requirements which necessitate a one year teaching position, and a teacher who does not hold a valid New Mexico teacher's license at the time of employment.
 - a. For the purpose of this provision, "accept" shall mean the date and time the teacher was offered and accepted either verbally or electronically, a District teaching position by an authorized Department of Human Resources representative.
 - b. A teacher who is short-term due to not holding a valid New Mexico teacher's license at the time of employment shall be reemployed by the District if he or she performs satisfactorily and presents a valid New Mexico teaching license or approved plan for completion of licensure requirements to the Department of Human Resources by May 1. If the requirements are not met by August 1, the teacher shall not be considered for reemployment.
 - c. A teacher who is short-term due to being in a position funded by a source other than the APS operational budget shall be reemployed by the District (with satisfactory performance) provided the funding is continued.
 - d. Upon the successful completion of their first short-term contract (of at least 570 hours), fully licensed employees for the position will be offered a regular contract for the following year if the position they hold is available, the employee applies and the principal agrees to rehire the employee.
 - e. Upon the successful completion of their third consecutive short-term contract (of at least 570 hours each), employees will be offered a regular contract for the following year.

Process for lost preparation and lunch time and clean up

Outlines the process for payment for lost prep time or lost duty free lunch time. Educators that are affected need to fill out a timesheet for time lost. Timesheets are available through the payroll department and must be signed by the principal and the principal's supervisor.

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ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES

A. Salaries

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

Refer to Appendix A Salary Matrices on pages 72-78

2. Credit on the salary matrix within job classifications shall be given for all years of qualified in-district experience and up to ten (10) years credit for qualified out-of-district experience in the same roll group.
3. For teachers on the AT-1, AT-2 and AT-3 Salary Matrices, one year of qualified experience is designated as at least five hundred seventy (570) hours of verifiable experience in full-time instruction in public schools, kindergarten through grade twelve, state universities and colleges and private schools accredited by a recognized authority and where a bachelor's degree is required. Effective July 1, 2006, counselors will receive credit on the AT-1, AT-2 and AT-3 salary matrices for each year of qualified experience as defined in this provision of the agreement. Teachers will also be granted credit for qualified experience as a principal, an assistant principal or head of school if that position(s) required an administrative license. Responsibility for verification of prior experience and for instigating appeals to the Human Resources Department rests solely with the teacher.
4. For educational diagnosticians, ~~social workers, nurses,~~ transition specialists and licensed school psychologists, one year of qualified experience is designated as at least eight hundred (800) hours of verifiable experience (W-2 forms are acceptable verification of experience).
 - a. ~~Article 6, A. 2. shall not be applicable to out of district experience earned prior to the 1981-82 school year.~~
 - b. Days or hours of experience in different school years may be totaled for experience.
 - c. ~~In addition, credit on salary matrices A-3 and A-4 shall be given for additional certified employment experience within the District.~~
 - d. ~~Educational diagnosticians and licensed school psychologists shall be given all of their in-district experience in either job classification on each other's salary matrix.~~
 - e. Starting in the 2017-2018 school year credit on salary matrices A-3 and A-4 shall be given for all licensed employment experience within the District.
5. ~~Effective July 1, 2006, licensed employees who change job classifications and salary matrices covered under the terms of the negotiated agreement shall be given credit for up to ten (10) years of in-district experience on the new salary matrix on which their pay is based. Hours of experience in different school years may not be totaled for experience.~~
 - a. ~~Counselors shall be given credit on the teacher salary matrix for all in-district counseling experience.~~
 - b. ~~Educational Diagnosticians, Transition Specialists, and School Psychologists shall receive credit for all in-district experience and any out of district experience.~~
 - c. ~~Teachers advancing to a different salary matrix because of a change in licensure level will carry all years of experience to the new matrix.~~
 - d. ~~Responsibility for verification of prior experience and for instigating appeals to the Department of Human Resources rests solely with the employee.~~

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NEW 5: The District and Federation agree that the opportunity to move to a new educational role ~~and remain in APS~~ benefits both the employer and the employee.

- a. In order to support internal role transfers we agree to the following starting in the 2018-2019 school year:
 - 1.) Career Pathway System (CPS) to New Mexico 3-Tier Teacher Licensure System
 - a.) Support and Related Services Personnel (S&RSP) employees currently on the APS CPS in any of the below role groups who are qualified and interested in moving to the New Mexico teacher 3-Tiered Licensure System may do so without reduction in current compensation level.
 - (1.)Counselor
 - (2.)Social worker
 - (3.)Nurse
 - (4.)Interpreter
 - (5.)Speech and Language Pathologist
 - (6.)Occupational Therapist
 - (7.)Physical Therapist
 - (8.)Audiologist
 - (9.)Orientation and Mobility Specialist
 - (10.)Athletic Trainers
 - b.) Although the employee's current salary will be held harmless, S&RSP employees new to teaching will be responsible for all the terms and conditions of Level 1 in the New Mexico 3-Tiered Licensure system.
 - 2.) New Mexico 3-Tier Teacher Licensure System to Career Pathway System
 - a.) Teachers who are qualified and interested in moving to the Career Pathway System in any of the roles listed below may do so without reduction in current compensation level.
 - (1.)Counselors
 - (2.)Social workers
 - (3.)Nurses
 - (4.)Interpreters
 - (5.)Speech and Language Pathologists
 - (6.)Occupational Therapists
 - (7.)Physical Therapists
 - (8.)Audiologists
 - (9.)Orientation and Mobility Specialists
 - (10.)Athletic Trainers
 - b.) Although the employee's current salary will be held harmless, a teacher new to an S&RSP role group will be responsible for all the terms and conditions of Level 1 on the Career Pathway System.
 - 3.) ~~Past role groups move~~
 - a.) ~~APS employees who moved to a new role group in previous years and who experienced a reduction in compensation may self report to~~

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~~act@atfunion.org with "Self Reporting" in the topic line for a one-time correction in pay.~~

~~(1.) The employee who self-reports will be responsible for presenting all relevant documents necessary for proof of prior experience and past compensation level.~~

~~(2.) A list of required documents will be created by APS and disseminated by ATF no later than August 6, 2018.~~

~~b.) The opportunity to self-report for current APS employees will be limited to one (1) calendar year starting August 6, 2018 and ending August 5, 2019.~~

~~This limited opportunity also applies to APS employees who moved from a teachers or CPS position on a 184-day contract year to a Diagnostician, School Psychologist or Transition specialists 208-day contract year~~

6. Part-time teachers are those teachers whose work is based on a full contract year but less than a full duty day. Part-time teacher salaries shall be determined on a pro rata basis on the appropriate step of the teacher salary matrix as if the teacher were employed full-time. The terms of employment shall include preparation time and other duties, on a pro rata basis, as are assigned full-time teachers. Sick leave and other benefits shall accrue on a pro rata basis.
7. Compensation
 - a. A teacher who is contracted to teach during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid two-tenths (.2) of the individual teacher's contractual salary for each class taught. If a teacher is contracted to teach during the negotiated preparation period from the first day of classes of the school year, the two-tenths (.2) payment for each class taught shall include all the days that the teacher is contracted to work. Otherwise, compensation for the extra class(es) taught shall commence effective the first day the classes are taught.
 - b. School administrations shall establish and publish in the staff handbook the process and policies that will be followed when selecting teachers to teach during negotiated preparation periods. Such information shall include specifics regarding notification of the class(es) and class(es) period(s) to be taught, deadlines for the expression of interest in teaching the class(es) and the interviewing and/or alternative selection process to be used.
 - c. A teacher, who on an occasional basis, teaches during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid for the additional time at the rate of the individual teacher's hourly rate of pay. Teachers shall receive one hour of pay for the first class taught beyond the duty day resulting in at least forty (40) minutes in duration. Thereafter, the hourly rate will be based on the actual minutes taught beyond the first hour.
 - 1.) 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.
 - 2.) Compensated at the employee's hourly rate for lost preparation time and/or the loss of an employee's 30-minute duty free lunch will paid on time sheets.

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- 3.) Time sheets for lost preparation time and/or lunchtime can be obtained from the APS Payroll Department.
- 4.) All complete time sheets must be signed by the principal and the principal's supervisor and shall be submitted to the APS Payroll Department.

Higher Ed Experience Clarification

Clears up language for calculation of higher ed experience and allows for adding multiple years of experience to qualify as towards the 570 hours (one year).

ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES

A. Salaries

1. Salary matrices (AT-1, AT-2, AT-3, A-2, A-3 and A-4) including longevity indexes, are subject to review annually.
2. Credit on the salary matrix within job classifications shall be given for all years of qualified in-district experience and up to ten (10) years credit for qualified out-of-district experience in the same role group.
3. For teachers on the AT-1, AT-2 and AT-3 Salary Matrices, one year of qualified experience is designated as at least five hundred seventy (570) hours of verifiable experience in full-time instruction in public schools, pre-kindergarten through grade twelve as a licensed educator.
 - a. Prior experience in state universities and colleges and private schools accredited by a recognized authority and where a bachelor's degree is required, but in which a teaching credential is not required, credit for prior experience is as follows:
 - 1.) Private school kindergarten through grade twelve requires at least five hundred seventy (570) hours of verifiable experience in full-time instruction in order to obtain one year of qualified experience.
 - 2.) State university and college teaching experience requires a total of five hundred seventy (570) hours of verifiable experience in full or part-time instruction and may be totaled over multiple years in order to equal one year of qualified experience.
 - b. ~~Effective July 1, 2006, counselors will receive credit on the AT-1, AT-2 and AT-3 salary matrices for each year of qualified experience as defined in this provision of the agreement.~~
 - c. Teachers will also be granted credit for qualified experience as a principal, an assistant principal or head of school if that position(s) required an administrative license. Responsibility for verification of prior experience and for instigating appeals to the Human Resources Department rests solely with the teacher.

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Mileage

Changed to match practice.

ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES

A. Salaries

12. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day will be reimbursed at the ~~IRS~~ Department of Finance and Administration (DFA) rate per mile.

National Board Certified Educators Differential

Updated.

Article 6.

D. 3

The state differential for Nationally Board Certified Educators for 2019-2020 school year will be based on the FY20 unit value of \$4,565.41 multiplied by 1.5 which is equal to \$6, 848.11.

Updates to Instructional Council language

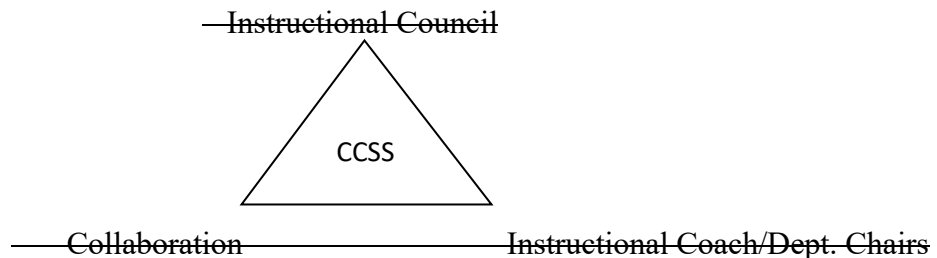
Updates language and clarifies discretionary budget funded positions. Re-establishes Special Education At-Large Instructional Council.

Article 7, INSTRUCTIONAL COUNCILS (ICs)

- A. The District and the Federation agree to support the work of each school's Instructional Council (IC). ICs are established as part of a collaborative effort to improve and support the teaching and learning process in the Albuquerque Public Schools. It is the intent of the District and the Federation to allow the individuals on each council to use their collective expertise and experience concerning their site and community to address school issues that fall within the scope of instructional improvement. The following requirements and recommendations set limited parameters.
2. The IC includes the principal, a federation representative elected by federation members at the school, teachers elected by teachers, and parent representative(s) of the school parent body recognized by the school and may include representatives of other bargaining units as defined in their respective negotiated agreements, and any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.
 3. Teachers shall comprise at least fifty percent (50%) of the IC.
 4. Meetings shall be open to any member of the school staff or school community.
 5. 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.

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6. Specific structure and protocol for the IC shall be developed by the IC and published for the school community.
7. If a decision concerning an issue cannot be reached, and a decision must be made because the issue at hand is time-sensitive, then the IC will defer to the principal.
8. IC members have certain obligations, rights and responsibilities of membership, including attending and actively participating on the IC; reaching out to the diversity of the represented group to hear their opinions and ideas; communicating those opinions to the IC; supporting goals and strategies to implement the school's Educational Plan for Student Success (EPSS); checking with supportive documents such as Board Policy and the Negotiated Agreement; and collectively supporting the school improvement process.
9. ~~The IC will act as the leadership team that manages the process for the implementation of the Common Core State Standards at each site. This includes:~~
 - ~~Creating structures at the school that explicitly connect the work of the Instructional Council and the Instructional Coach so that the Collaboration work is connected to the implementation work.~~



- ~~Moving the staff from awareness of the CCSS to implementation.~~
- ~~Ensuring information is not just dispensed, but also understood.~~
- ~~Ensuring that teachers are able to share their perspectives and pedagogical strategies with each other as they learn about and implement the CCSS.~~
- ~~Collaborating with the Instructional Coach and teacher leaders on professional development about the CCSS.~~
- ~~Gathering both qualitative data and quantitative data about the progress of implementation, questions that arise, and the supports needed by the teachers.~~
- ~~Basing the implementation of the CCSS on the unique needs of the staff and student population of the school.~~
- ~~This is a collaborative effort between the IC members and their constituents. Work on the CCSS implementation should not come “top-down” from the IC to the staff.~~
- ~~The Instructional Council will ensure that the implementation of the CCSS at their site is informed by, and connected to, the District's plans.~~

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

B. Leadership Councils: At large Constituent Groups

2. Employees may create district-wide at-large Leadership Councils when employees with common areas of interest and expertise are assigned at different schools

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throughout the district. Constituent Leadership Councils will include administrators and employees and shall be recognized by the District and the Federation.

3. APS and ATF recognize the following Leadership Councils:
 - a. Nurses
 - b. Counselors
 - c. Social Workers
 - d. Speech and Language Therapists
 - e. Transition Specialists
 - f. ~~Diagnosticians-Evaluators~~ (Diagnosticians, School Psychologists, SLP & OT Evaluators, Audiologists)
 - g. Special Education Department Head Teachers
 - h. ~~School Psychologists-Motor Therapists~~ (OT, PT, OMS, APE)

C. Instructional Councils: Process and Content

2. The Instructional Council is concerned with both process and content. The process will be similar at all sites. It is collaboration among stakeholders working together to develop common visions for their sites. The content or issues addressed by each IC will vary in nature. What may be an instructional priority for one school community may not be for another.
3. There are two strategies usually associated with this process: site based management and shared decision-making. These strategies are dependent upon collaboration and consensus building. For shared decision making to work, the issues to be decided must be meaningful and not merely symbolic. Important decisions must be reached in a collaborative manner. Participants can readily discern the difference between involvement and influence. Without experiencing influence, participants may soon choose not to be involved.
4. IC's are empowered to address school issues that fall within the scope of instructional improvement.
5. Gather both qualitative data and quantitative data to inform decisions made within the scope of instructional improvement.

D. Instructional Councils: Decision-Making Processes

2. Consensus Decision-Making: The primary decision-making model is a consensus process, especially when the issue affects the entire staff.
 - a. Definition of Consensus Decision-Making: Consensus decision-making is a process in which participants make decisions by agreement rather than by majority vote. A consensus process is where representatives of the affected parties with a stake in an issue work together to find a mutually acceptable solution. Decisions are reached through a consensus process that includes the following:
 - 1.) There has been communication with and input from constituents.
 - 2.) Participants have reached a meeting of the minds sufficient to make a decision and carry it out.
 - 3.) There is agreement that no one who could block or obstruct the decision or its implementation will exercise that power.
 - 4.) There is agreement that everyone needed to support the decision and put it into effect will do so.

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- b. This definition does not mean unanimity of thought. The resulting agreement may be a package of various levels of enthusiasm and support, but the agreement is one that each party can accept and live with.
 3. Alternative Decision-Making Models
 - a. There may be alternative decision-making processes that are appropriate at times. IC's must determine which decision-making model is best suited for the issue at hand (i.e.: consensus, majority vote of the IC, vote of the entire staff, adoption of committee recommendations, etc.).
 - b. Determination of the model to be used needs to be made through consensus. The model used may change from issue to issue.
 4. Decisions reached by the IC must be collaborative in nature among the role groups participating in the IC process. Collaborative problem solving provides more resources, more diversity of ideas and more social support for the decision.
- E. Instructional Councils: Considerations for a Successful Collaborative Structure
 2. IC representatives are elected.
 3. The representatives are elected to serve a specific constituency.
 4. The selected representatives constantly communicate with their constituents.
 5. Communication with constituents is focused on giving information and getting their constituents' perspectives in order to represent all points of view at the meeting.
 6. The IC has taken the time necessary to be clear about:
 - a. What decisions it makes and;
 - b. How it makes those decisions.
 7. All members of the Instructional Council openly discuss and share all information pertaining to an issue so that the best decision can be reached.
 8. The IC is able to focus on issues related to teaching and learning because there is some other structure or mechanism to address the daily "nuts and bolts" issues.
 9. The IC positions are desirable and there is healthy participation.
 10. Agendas and past minutes from IC meetings are made public.
 11. ICs make meaningful decisions; they are not solely "advisory."
 12. All IC members are viewed and treated as equals.
 13. Decisions made by the IC that affects the staff or a specific constituency group must be made in collaboration with the staff or constituency group.
- F. Instructional Councils: Time for Professional Development
 2. The Albuquerque Public School and the Albuquerque Teachers Federation agree on the importance of professional development. Professional development is the process by which teachers individually and jointly enhance and update their knowledge of standards, curriculum and content, and improve their instructional skills and strategies.
 3. It is the Instructional Council's responsibility to work collaboratively with the whole staff to decide the content of the professional development. Schools may not bank additional time for professional development unless they have utilized all other optional time allowed in the negotiated agreement. Article 5, C.5. states: "Schools may utilize an additional thirteen (13) hours annually for staff development activities collaboratively planned through the IC. Any district-mandated training will be included in these hours." It is optional to use part or all of the 13 hours set aside for professional development. It is the Instructional Council's responsibility to:

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

Refer to Appendix D Time Chart on page 83.

G. Instructional Councils: Connection to School Committees and Other School Structures

2. All school committees, task forces and work groups will communicate directly with or through the Instructional Council in order to coordinate planning and implementation of their work. It is recommended that committees follow protocols similar to those for the Instructional Council.
3. Connection to Teacher Leadership Positions
 - a. It is essential that a purposeful connection between various teacher leadership positions (e.g. department chairs, team leaders, study group leaders, etc.) and the Instructional Council be created and maintained.
 - b. It is up to each school to determine how those leadership bodies and individuals communicate and coordinate their work.

H. Instructional Councils: Connection to Budgeting

2. School budgets are open and public documents. It is the responsibility of the Instructional Council to work in collaboration with the staff to set priorities for discretionary funds in the school's budget and in developing and overseeing the implementation of a budget that places resources where they will effectively support the school's goals.
3. When using discretionary money for a full or partial FTE, in order to ensure decisions are program-based, a change in the agreed use of that money must wait until the current position is vacated.
4. Training in Budgeting may be requested of the District and the Federation for Instructional Councils.

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

Changes to Mentor/PAR Programs

Clarifies language of length of PAR requirements. Clarifies differentials for mentor teachers. Added language to include the PAR Coordinator in decisions for each specific recommendation to help ensure it is the correct action for that individual teacher. Mostly clean-up changes.

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

A. Mentor/PAR Program Description

1. As a part of APS and ATF's commitment to provide a continuum of support for teachers, the district and union created both the Mentor Program and the Peer

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Assistance and Review (PAR) Program. The programs are related. As a program co-designed and run by the APS/ATF Partnership Program, the Mentor Program provides comprehensive Mentor support to beginning teachers. The APS/ATF PAR Program provides support to struggling teachers.

2. Joint Governance PAR Panel

- a. The Joint Governance PAR Panel (JGP Panel) is the governing body of both the Mentor and PAR programs and, as such, will preside over all aspects of the Mentor and PAR programs. A Panel member's term will consist of a minimum of two years. APS will fill administrator positions and ATF will fill teacher positions on the panel.
- b. Program protocol, guidelines and compliance questions and concerns, ~~such as matching Beginning Teachers and Mentors~~, shall be referred to, and addressed by, the JGP Panel
- c. Each panel member will:
 - 1.) Attend meetings throughout the school year and in the summer. The meetings will be held outside the duty day. Attendance and full participation is expected from each panel member. If more than three (3) meetings are missed, the Panel member may be replaced by APS or ATF.
 - 2.) Participate in ongoing design and oversight of the Mentor/PAR programs.
 - 3.) Maintain consistent communication and coordination with APS and ATF.
- d. Classroom teachers who are panel members and require a half-day substitute teacher to fulfill their responsibility will be supported by APS and ATF.
- e. The Joint Governance PAR Panel will make decisions by consensus whenever possible. If consensus is not reached, APS Human Resources and ATF will confer at a later date and will report back to the panel.
- f. The JGP ~~p~~Panel is composed of: two (2) teachers and two (2) administrators from APS, the Union President or designee, the Executive Director of Labor Relations or designee, the Mentor and PAR Program Coordinators (8 members).
- g. The two (2) teachers and two (2) administrators of the JGP shall receive an annual differential of \$3,000 for serving as a JGP ~~p~~Panel member.

B. Mentor Program

1. Beginning Teachers who hold a New Mexico Level 1 ~~or~~ / 1-A teaching license are required eligible to be in the District Mentoring Program for ~~two semesters one (1) year~~. The program provides individual support for every Level 1 / 1A Beginning Teacher from designated, program-approved Mentors who are Level 2 or 3 ~~D~~ district teachers.
2. Mentor Program Coordinator
 - a. The coordinator must hold a Level 3 teaching license, with a preference for National Board Certification, and be co-selected by APS and ATF.
 - b. The coordinator will be responsible for day-to-day activities of the program.
 - c. The coordinator shall be paid according to the Level 3 Teacher Salary Matrix. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
 - d. The coordinator will have the support of a full-time secretary.
 - e. Coordinator responsibilities include the following:
 - 1.) ~~Attending~~ Joint Governance PAR Panel meetings.

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- 2.) ~~Organizing~~ Develop materials for the JGP as needed, including program guidelines.
 - 3.) ~~Collaborating~~ with ATF to recruit mentors.
 - 4.) ~~Overseeing~~ the Mentor application and selection process.
 - 5.) ~~Maintaining~~ responsive, up-to-date communication with district teachers, administrators, and Human Resources.
 - 6.) ~~Matching and assign~~ Mentors to Beginning Teachers.
 - 7.) ~~Coordinating and staffing~~, in collaboration with Lead Mentors, professional development classes for the Mentors.
 - 8.) Enter completion of ~~mentorshiping~~ data into Lawson.
 - 9.) ~~Maintaining~~ program records, including a comprehensive database, Google Classroom documents and Mentor files.
 - 10.) ~~Conducting~~ Beginning Teacher and Mentor Teacher end of year surveys to present at the JGP Panel yearly retreat.
 - 11.) ~~Preparing~~ reports on the program for the Joint Governance PAR Panel, and upon request, the APS/ATF Leadership Team.
3. JGP Panel Role in Mentoring
 - a. The JGP Panel is the governing body of the program.
 - b. All JGP Panel members are responsible for making program decisions.
 - c. The JGP Panel approves and revises all guidelines for ~~the m~~Mentor pProgram, including detailed procedures and processes for ~~m~~Mentor selection, preparation, and support; and clearly defines roles and responsibilities.
 4. Mentor Teachers
 - a. The APS Mentor Program will take a comprehensive approach to providing qualified and approved ~~m~~Mentors for each ~~b~~Beginning tTeacher in the school district.
 - b. Mentor Selection Process
 - 1.) In order to be eligible to mentor a Beginning Teacher, a teacher must have attained a Level 2 License. New Mexico ~~Master~~ Teacher Level 3 Licensure is preferred.
 - 2.) Qualified ~~and approved~~ teachers who desire to be Mentors, will submit an application in order to be eligible for the Mentor pool. Included in the application will be a letter of interest highlighting their ability to work with teachers, a list of references, and a completed ~~m~~Mentor pProgram recommendation form from each of the references listed, including, but not limited to, a principal or supervisor, a teacher colleague, and the site Federation Representative.
 - 3.) Applicants must complete an interview before being selected for the Mentor pool. Becoming a member of the Mentor pool will not guarantee a mentoring assignment. Not all Mentors will be needed and activated each school year. Whether or not a Mentor is activated will depend on the capacity to match Mentors to Beginning Teachers. The need for a specific Mentor will depend upon who is hired within the school district at large as well as at the school level.
 - 4.) Approved Mentors will remain in full- or part-time positions in their classrooms or departments. This arrangement will help guarantee that Mentors maintain a connection with the daily work of classroom teaching.

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- 5.) Approved Mentors who have been inactive for three (3) or more years may be required to reapply to the program.
5. Mentor Preparation and Support
 - a. During the school year, ~~m~~Mentors will receive support, technical assistance, and professional development.
 - b. Mentors will attend professional development classes monthly for 2 hours after school that will address, but will not be limited to the following topics:
 - 1.) Overview of roles and responsibilities.
 - 2.) Record keeping responsibilities and documentation of activities that are shared with the Mentor Coordinator.
 - 3.) Research on mentoring and questioning techniques to assist Beginning Teachers to think critically about their practice.
 - 4.) Research on teacher development.
 - 5.) Formative and summative student assessment.
 - 6.) Confidentiality and the non-evaluative nature of mentoring.
 - 7.) All new ~~m~~Mentors will attend the introductory mentoring professional development class.
6. Mentor Roles, Responsibilities and Compensation
 - a. The chief role of the Mentor is to offer support and practical advice to ~~b~~Beginning ~~t~~Teachers based on observation of and discussion about experiences related to the ~~b~~Beginning ~~t~~Teachers' teaching over the course of the year.
 - b. School-based Mentors
 - 1.) School-based Mentors shall have a full or part-time teaching load and work with ~~b~~Beginning ~~t~~Teachers at their own schools as time allows, either before school, during the school day, or after school. School-based Mentors shall have access to professional leave days during the year. Substitutes may be provided for Mentors to enable them to work with or observe their ~~b~~Beginning ~~t~~Teachers.
 - 2.) School-based Mentors will receive ~~an annual~~ differential of ~~\$2,000~~ \$1,000 per semester for mentoring one teacher in their school; \$2000 for mentoring one teacher for one year, and \$4,000 for mentoring two teachers for one year. No more than two teachers can be assigned to a Mentor at one time.
 - 3.) School-based Mentors who are released part-time from their classroom-teaching load will maintain at least a .4 teaching load and receive \$500 for a full year for each Beginning Teacher they mentor in compliance with the Mentor responsibilities. A full load for a part-time release Mentor shall not exceed four (4) Beginning Teachers.
 - a.) Secondary level Mentors will receive release time of an average of 40% of their teaching load, depending on their caseload.
 - b.) Elementary Mentors may share a class.
 - c. Full-time Release Mentors and Consulting Teachers will not receive additional compensation for their work as a Mentor. The caseload for a full time Mentor shall be no less than ten (10) and no more than twenty (20) beginning teachers.
 - 1.) Full-time Release Mentors and Consulting Teachers will help develop the

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- Mentor Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
- 2.) Full-time Release Mentors and Consulting Teachers help to ensure the success of the Mentor Program. Their job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
 - a.) Participate in interviews for new Mentors.
 - b.) Review logs and observation forms from Mentors.
 - c.) Outreach in schools.
 - d.) Data entry and oversight of Mentor documentation.
 - e.) Help track Mentor and Beginning Teachers.
 - f.) Mediate conflicts between Mentor and Beginning Teachers.
 - d. Mentor Accountability
 - 1.) Attendance – Mentors are required to attend monthly professional development meetings during their period of assignment. The following procedures will occur for absences:
 - a.) First Absence – The Mentor Program Office or program designee will contact the ~~m~~Mentor confirming the absence. A copy of this notification may also be sent to the site principal of the Mentor.
 - b.) Second Absence – The Mentor Program Office or program designee will contact the mentor confirming the absence. A copy of this notification may also be sent to the site principal of the Mentor.
 - c.) Third Absence – A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator and the Mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination of the Mentor’s differential may also be discussed.
 - d.) Mentors at alternative calendar schools who may miss a meeting due to intercession should contact the Mentor Program Office prior to the meeting.
 - e. Documentation/paperwork – In an effort to verify that a Beginning Teacher has successfully completed a year of Mentorship, documentation is required from both the Beginning Teacher and the Mentor. Due dates of such documentation are specified. The following procedure will occur when documentation is not submitted in a timely manner:
 - 1.) First Instance – The Mentor Program Office or program designee will contact the mentor regarding lack of documentation. A copy of this notification may also be sent to the site principal of the Mentor.
 - 2.) Second Instance – The Mentor Program Office or program designee will contact the mentor regarding lack of documentation. A copy of this notification may also be sent to the site principal of the Mentor. Adjustments to differentials may be applied.
 - 3.) Third Instance – A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator, and the Mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination or return of the Mentor’s differential may also be discussed at this meeting or if no response from the mentor is received.

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- f. Principals shall retain full responsibility and authority to evaluate Beginning Teachers being mentored in the program.
- g. Lead Mentor Roles, Responsibilities, Compensation
 - 1.) A Lead Mentor is a professional colleague who is an experienced Mentor with the Mentor Program.
 - 2.) A Lead Mentor must hold a Level 2 or Level 3 License. NBCT and Level 3 preferred.
 - 3.) Lead Mentors must apply, interview and be selected for the role.
 - 4.) Lead Mentors shall communicate and collaborate with other Lead Mentors and the Mentor Program Coordinator to plan for and ensure the smooth delivery of professional development for Mentors and/or Beginning Teachers.
 - 5.) Job Description
 - a.) Lead Mentors continue in their current positions as site-based teachers.
 - b.) A Lead Mentor teacher will attend professional development planning meetings with other Lead Mentors and the Mentor Program Coordinator.
 - c.) A Lead Mentor will deliver monthly professional development classes to a group of Mentors for utilization with their Beginning Teachers.
 - d.) A Lead Mentor will communicate with the Mentor Coordinator prior to the day of the ~~meeting~~ class to ensure smooth delivery of the professional development, and to provide a syllabus and monthly agendas.
 - e.) Lead Mentors will help develop the Mentor Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor teacher ~~meetings~~ classes.
 - f.) A Lead Mentor will prepare and organize materials needed for delivering professional development, ~~conducting~~ attendance, and ~~submitting~~ class evaluations.
 - g.) A Lead Mentor will collect and review professional development class evaluations following each Mentor/~~Beginning Teacher meeting~~ class and then utilize the feedback to guide future professional development planning and delivery.
 - h.) ~~Facilitate end of the year surveys.~~
 - 6.) Compensation
 - a.) Lead Mentors who successfully complete all job responsibilities and provide PD will receive an annual differential of \$3,000 for their services in recognition of their additional responsibilities and time worked beyond the professional day and year.
 - b.) Lead Mentors who successfully complete all job responsibilities and facilitate meetings with, but do not provide PD, will receive an annual differential of \$1,000.
 7. Beginning Teachers
 - a. Beginning Teachers in the program will receive support and technical assistance that reflects the developmental nature of their initial experiences in the classroom.
 - b. A Mentor will be assigned to each Beginning Teacher based on relevant area of licensure or grade level.

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- c. During the school year, Beginning Teachers will meet regularly with Mentors to discuss their progress and individual needs; be observed by, and receive feedback from, their Mentor frequently and complete required documentation specified by the program. They will also have the option to work with their Mentors during professional leave days.
 - d. Beginning Teachers who are assigned a Mentor within the first nine weeks of the ~~school year~~ semester, will receive credit for a full ~~year~~ semester of mentoring. Official assignment is done by notification to the ~~the~~ Mentor by the Mentor Program Coordinator.
 - 1.) In the event that a Mentor is assigned after the first nine weeks of a given ~~year~~ semester, the Beginning Teacher is will be required to complete one additional semester of mentorship the following year, for a total of two semesters.
 - 2.) ~~Beginning Teachers who are assigned a Mentor before the third nine weeks of the school year will receive credit for one semester of mentoring.~~
8. New Teacher Orientation (NTO)
- a. The Mentor Coordinator, in partnership with the Albuquerque Teachers Federation, will attend and provide program information for the annual New Teacher Orientation.
 - b. The NTO will include a new employee orientation sponsored by APS Human Resources.
 - c. Upon completion of the hiring process, APS Human Resources will provide registration materials for the NTO to the new employee.
 - d. Upon completion of the hiring process, the APS Human Resources department will provide the names of the new employees to the Mentor Program Coordinator and to ATF on a regular basis including New Hire, Inactive, and Licensure reports.
- C. Peer Assistance and Review (PAR)
- 1. The PAR Program is an intervention program designed to help improve the performance of teachers who are having difficulties in the performance of their professional responsibilities. Help and support is provided through peer assistance from a Consulting Teacher. The Consulting Teacher works directly with the struggling teacher to provide constructive and intensive intervention. The goal of the PAR Program is to develop and maintain the highest caliber teachers.
 - 2. PAR Coordinator
 - a. The PAR Coordinator is a Level 3 teacher position.
 - b. The work of the PAR Coordinator includes the following:
 - 1.) Provide support for PAR program and for Mentor Program when needed.
 - 2.) Collaborate and communicate regularly with the Mentor Program Coordinator regarding both the Mentor and PAR programs.
 - 3.) Work with principals by:
 - a.) Presenting information and answering questions about the PAR process and program.
 - b.) Aid in writing improvement plans as needed.
 - 4.) Communicate regularly with Human Resources and other relevant APS personnel regarding improvement plans and their implementation.
 - 5.) Communicate regularly with Human Resources and ATF Staff about PAR clients.

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- 6.) Oversee the day to day work of the Consulting Teachers including:
 - a.) Create and conduct training for the Consulting Teachers at the beginning of each school year and as needed.
 - b.) Coordinate the assignment of clients to Consulting Teachers.
 - c.) Provide feedback on Consulting Teacher reports prior to the PAR Panel presentation.
- 7.) Work with the PAR Panel by:
 - a.) Keeping data (database and spreadsheet) and making reports.
 - b.) Creating and distributing PAR Panel meeting agendas and resources.
 - c.) Scheduling and facilitating PAR Meetings.
- 8.) Communicate PAR Panel recommendations to the appropriate HR and ATF staff.
- 9.) May serve PAR clients and volunteers.
- 10.) Disseminate information and answer questions from teachers about Voluntary Consulting Teacher Support.

3. JGP Panel_in PAR Recommendations

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

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

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

4. Consulting Teachers

- a. A Consulting Teacher is an experienced Mentor Teacher released part-time or full-time from the classroom. The Consulting Teacher is a professional colleague who provides support for teachers who are on an Intensive Evaluation plan or an Improvement Plan or who are accepted as a volunteer. The Consulting Teacher possesses classroom management and pedagogical strategies and the ability to apply these strategies across various subjects and grade levels. The Consulting

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Teacher possesses the oral and written communication skills necessary to motivate and support adult learners. Additionally, the Consulting Teacher has the ability to work cooperatively and effectively with other professional staff members.

b. Consulting Teacher Roles and Responsibilities

- 1.) The Consulting Teacher provides non-evaluative intensive instructional support to the classroom teacher.
- 2.) Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher, and the JGP Panel.
 - a.) Consulting Teachers do not evaluate. The principal remains the evaluator and will continue with observations. It is recommended that observations, feedback and memos occur every two weeks.
 - b.) The principal and the Consulting Teacher can concurrently recommend specific opportunities for professional development (such as classes, workshops, etc.) that are directly connected with the Improvement Plan.
 - c.) Most formal conferences only include the teacher and the principal. Some conferences may involve the principal, the teacher, Human Resources and the ATF staff representative.
 - d.) The Consulting Teacher will report to the JGP Panel on, or near, the target date(s).
 - e.) The Consulting Teacher maintains confidentiality.
 - f.) Consulting Teachers who are working with teachers on an alternative calendar or schedule may be asked to flex their time to accommodate their client.
 - g.) Consulting Teachers have the responsibility for research and development for the intervention program and assist in writing the final program guidelines as directed by the Program Coordinator.
 - h.) Consulting Teachers will be assigned to work first with teachers who are on a District Intensive Evaluation and then be assigned to work with teachers on a District Improvement Plan or approved volunteers until they reach their intervention limit. It is recommended that:
 - (1.) Teachers who volunteer receive consultation and visits if PAR has capacity.
 - (2.) Teachers on a District Improvement Plan receive weekly consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Improvement Plan.
- c. Teachers on a District Intensive Evaluation receive additional consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Intensive Improvement Plan.
 - 1.) Consulting Teachers who do not have a full intervention load will assist with the Mentoring Program by contributing their expertise and experience.
 - a.) Responsibilities may include, but are not limited to, the following as directed by the Mentor or PAR Coordinator:

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- (1.) Participate in interviews for new Mentors.
 - (2.) Review logs and observation forms from Mentors.
 - (3.) Outreach in schools.
 - (4.) Data entry and oversight of Mentor documentation.
 - (5.) Help track Mentor and Beginning Teachers.
 - (6.) Mediate conflicts between a Mentor and a Beginning Teacher.
 - (7.) Assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
- d. Consulting Teachers may mentor Beginning Teachers who are not yet assigned by the first or third quarter of the school year.
- 1.) Consulting Teachers who teach part-time and are assigned a Beginning Teacher at their school site will complete their Mentoring effectively within the days they are there and are entitled to the \$2,000 Mentoring differential if the mentoring takes place during the time assigned at the school. This differential is based on the same assumption that the time required to work effectively as a Mentor usually extends beyond the duty day.
 - a.) Consulting Teachers who teach part time and are assigned to work with a Beginning Teacher at another site during the time released for Consulting Teacher work will earn a differential of \$500 per Beginning Teacher for the time it takes to effectively mentor and keep up with the duties as described above, if the mentoring takes place during the time assigned as a Consulting Teacher.
 - b.) Consulting Teachers who are released from the classroom to work as a Consulting Teacher will not receive a differential for working with Beginning Teachers.
 - c.) The Mentor expectations for the Consulting Teachers are the same as those for other Mentors except attendance at Mentor meetings in not required.
 - d.) Consulting Teachers may assist in the interviewing and selection of Mentors and Consulting Teachers.
 - e.) Consulting Teachers will serve no more than three (3) years unless a fourth (4th) year is mutually agreed to by APS, ATF and the Consulting Teacher.
 - f.) Termination from the position may be at the request of either the Consulting Teacher or based on performance as determined by the supervisor.

5. PAR Process

1. APS and ATF will present jointly to principals at a designated time at the beginning of each school year. The presentation will include, but not be limited to:
 - a. An overview of the PAR Program.
 - b. Data about the program
 - c. The process for placing teachers on a District Improvement or an Intensive Evaluation Plan including the Principal's responsibilities in the PAR process prior to placing an employee on an Improvement Plan as follows:

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- 1.) Principal notes the concern(s) in the teacher's performance to discern if there is a pattern. Concerns regarding the teacher's performance may come about as a result of classroom observations or other evidence of teaching problems.
- 2.) Principal confirms the pattern with evidence from observations.
- 3.) Principal converses with teacher to notify him/her of the concern(s).
 - a.) The principal addresses the specific concern(s) with the teacher verbally and/or in writing if already addressed verbally.
 - b.) The principal advises the teacher that communication about the concern(s) will continue and a follow-up is scheduled in a specified time frame.
 - c.) The principal provides assistance to the teacher.
 - d.) If there is insufficient improvement, the principal and the teacher will meet to review the documentation (meetings, memos, concerns, observations, etc.). Then, a meeting with the teacher, principal, a representative from the Albuquerque Teachers Federation, and a Human Resources Representative is scheduled.
 - e.) The concerns, evidence, expectations, support, improvement plan and a target date for improvement will be reviewed at this meeting.
 - f.) Once the teacher is placed on an improvement or intensive evaluation plan, a Consulting Teacher will be assigned if there is space available in the PAR Program.
2. Implementation of Employee Improvement or Intensive Evaluation plan
 - a. Support provided by the Consulting Teacher through the PAR Program is not optional for employees on District Improvement or Intensive Evaluation Plans.
 - b. The principal will continue to make regular classroom observations and provide summary memorandums (feedback) as to what has been observed. The memos may include suggestions and reminders if the teacher is or isn't making expected progress. Walk-through visits are not evaluative and thus are not part of the regular classroom observations noted above.
 - c. Prior to meeting with the teacher, the Improvement or Intensive Evaluation Plan will be drafted. Specific concerns will be identified in the plan.
 - d. PAR support will be provided to a teacher at the beginning of an Improvement Plan unless the program does not have the capacity to provide assistance. The PAR Coordinator will work with APS HR and ATF to confirm that the PAR program is the appropriate support for each situation. ~~APS HR and an ATF representative will discuss PAR program to confirm that it is the appropriate support for each situation.~~
 - e. At the first meeting between the principal, HR, the ATF representative and the teacher, the Improvement Plan will be discussed, revised if necessary, and signed.
 - 1.) Once signed, the Improvement Plan will be sent to the PAR Coordinator.
 - 2.) The Consulting Teacher is assigned and the responsibility for coordinating and providing support is shifted from the principal to the Consulting Teacher.
 - 3.) The teacher will be advised of the support available through the PAR process and informed of the role of the Consulting Teacher. The Consulting Teacher shall facilitate communication between the principal and the teacher regarding details relating to the elements of the Improvement Plan.

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- a.) The teacher is responsible for meeting with his/her assigned Consulting Teacher.
 - b.) If Competency 9 (*The teacher works productively with colleagues, parents, and community members.*) is the only competency of concern, then support will not be provided through the PAR Process.
 - c.) Once a teacher is placed on an Improvement Plan to address Competency 9, a meeting will be scheduled with the teacher, principal and an ATF representative to discuss options other than PAR for providing support regarding Competency 9.
- 4.) Target dates for the Improvement and/or Intensive Evaluation plan shall be established.
 - 5.) At each target date for an Improvement or Intensive Evaluation plan:
 - a.) The Consulting Teacher and Principal will meet with the JGP Panel to review the case. The principal will present to the JGP panel a synopsis of his/her evaluation, observations and debriefings based on the improvement plan. A JGP Panel form will be provided to the principal. A determination, based on the JGP panel's recommendations, will be made. The Panel can choose one of the following:
 - (1.) Recommend that intervention be discontinued and employment continues: the teacher met the expectations of the Improvement Plan and is no longer on Improvement or Intensive Evaluation.
 - (2.) Recommend that intervention be continued or intensified for a specified amount of time.
 - (3.) Recommend that the employee be discharged/terminated.
 - b.) A meeting will be held with the teacher, principal, HR and an ATF staff representative to notify the teacher that s/he did or did not meet the expectations of the improvement plan by the target date if the amount of support increases.
 - 6.) It is the principal's responsibility to communicate the decision to the teacher in a summary letter as soon as five (5) but no later than ten (10) working days.
 - 7.) The statutory process for termination/discharge will be followed.

Updates to the Career Pathway System

Changed the name from Support and Related Services Personnel (S&RSP) to Essential and Related Service Educators (E&RSE). The new title, E&RSE, more accurately reflects the impact and contributions to students. Our counselors, social workers, nurses, interpreters, SLPs, OTs, PTs, Audiologists, and Orientation and Mobility Specialists are all highly valued educators! Language added to allow 90% employees(COTAs and PTAs) to move up the Career Pathway System.

Article 10, ~~SUPPORT AND RELATED SERVICES PERSONNEL~~ ESSENTIAL AND RELATED SERVICE SUPPORT EDUCATORS (E&RSE) CAREER PATHWAY

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SYSTEM

- A. The Career Pathway System for ~~Support and Related Services Personnel (S&RSP)~~ Essential and Related Service Educators (E&RSE) includes 5 criteria for movement from one level to the next. The 5 criteria (components) for movement in the Career Pathway System (CPS) are:
1. Years of Experience
 2. Differentiated Evaluation Criteria
 3. Advanced Credential/Degree
 4. Continuing Education Units (CEUs)
 5. Professional Portfolio

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

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

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

Professional Field	CEUs required as a part of the Professional Portfolio

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

D. Portfolio requirement

1. An employee must successfully complete the entire portfolio process in order to be eligible for movement to the next Level within the Career Pathway system.
2. If the employee does not pass the entire portfolio, the successfully completed section(s) may be banked for resubmission at the time of the next portfolio submission window.
3. Compensation changes resulting from a change in level shall only occur if the request for movement is submitted prior to September 15.

E. Reciprocity

1. The CPS includes a reciprocity clause for all role groups that would allow years of experience in the discipline to count toward years at level in the Career Pathway System.
2. ~~Support and Related Services~~ Essential and Related Service personnel who leave employment in APS to work in the private sector or other district, and then return to APS will be given credit for the years in private sector work on the salary matrix.
3. The reciprocity is intended to aid in the recruitment and retention of S&RSP.

F. New hire placement in the Career Pathway System

1. Placement will be based on directly related experience within the same discipline. (For example, if the employee has six completed years of related experience and the appropriate credentials, they will be placed at Level 3, step 7. If the employee has three completed years, they will be placed at Level 2, Step 4. If the employee has fewer than three years of directly related experience they will be placed at Level 1 and the step will correspond with their completed years in that field.
2. New hires will be placed at their appropriate level and step according to their credentials and experience. Movement to the next CPS level is contingent upon

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verifiable experience of at least 160 days of work in a year or the equivalent of 480 days over 3 years and successful completion of a required portfolio.

- a. Previous experience must be as a fully licensed practitioner in the same discipline.
- b. Verification forms to be submitted with documents for employment.

G. Placement on career pathway system and teacher salary matrix for individuals moving between job categories

1. General placement when moving between compensation systems
 - a. Placement in the CPS will be based on verified years of experience and credentials.
 - b. Written verification of previous experience is required before any movement to a higher level or higher step may occur.
2. Career Pathway System to Three-Tiered System
 - a. A licensed employee moving from the Career Pathway into the Three-Tiered Licensure System and onto one of the three teacher salary matrices will be placed on the appropriate schedule in accordance with state statute.
 - b. Individuals considering movement should check with the PED Licensure Unit to determine Licensure Level eligibility prior to exiting the Career Pathway.
3. Three-Tiered System to Career Pathway System
 - a. Teachers moving over to the CPS may take all years of step experience for placement in the CPS at Level 1.
 - b. Athletic Trainers moving to the CPS will continue at their current level and step, or advance to a higher level and step, based on verifiable years of experience. Starting in 2016-2017, verifiable years of service outside of APS shall count towards step and level within APS. In order to receive reciprocity, current employees must provide verification of experience outside of APS by September 15th to the Department of Human Resources.
 - 1.) An Athletic Trainer with a teaching license, who is eligible to advance in the teacher licensure system may only do so in the 3-Tiered Teacher Licensure system and as such must submit and pass a professional Development dossier (PDD).
 - 2.) An Athletic Trainer who does not possess a teaching license may progress using the APS/ATF Career Pathway system.
 - 3.) An Athletic Director who has a teaching license, but no longer requires that license in order to complete their job responsibilities, may choose to advance using either the state dossier system or the APS/ATF CPS system.
4. Movement between employee job groups
 - a. Teacher moving to a Counselor position
 - 1.) A teacher new to a counseling position will be placed on the Career Pathway Level 1
 - 2.) Step placement shall correspond with teaching years.
 - 3.) Teachers who were working on their counselor's credential prior to the full implementation of the CPS (SY 2006-2007) will be placed at their current (teacher) pay level in the CPS. Only those teachers completing their counselor's degree by May, 2009 can benefit from this extension.
 - b. Speech Pathologist moving to a teaching position
 - 1.) Experience as an ALS shall count only for step placement on the SLP pay matrix.

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- 2.) Experience as an ALS may not be used for step placement on any other matrix.
5. Employees in positions compensated at ninety (90) percent of the appropriate column of salary matrix AT-1, as referenced in Article 6.A.7.J., may advance to ninety (90) percent of the appropriate column of salary matrix AT-2.
 - a. The 5 criteria (components) for movement to 90% of the AT-2 Salary Matrix in the Career Pathway System (CPS) are:
 - 1.) Years of Experience
 - 2.) Differentiated Evaluation Criteria
 - 3.) Advanced Credential/Degree
 - 4.) Continuing Education Units (CEUs)
 - 5.) Professional Portfolio

Streamlined payment for special education teacher case overload.

Removes previous language requiring teachers to fill out timesheets in order to get paid for additional services. Language added to streamline payment process for additional services. The new language no longer requires teachers to fill out timesheets. Instead, overload compensation will be calculated four times per year and teachers will automatically be paid in four lump sums based on caseloads as reported in Synergy.

Article 11, SPECIAL EDUCATION

E. Assignments and Transfers

1. Vacancies

- a. In the event a Special Education Related Services position becomes vacant, the provisions under Article 17.D (“Vacancies in Non-classroom Positions”) shall commence.
 - 1) Once the position(s) for related service personnel is/are posted on the APS Special Education website, employees may apply for a voluntary transfer.
 - 2) All efforts shall be made for the creation of 1.0 FTE combinations within proximity of existing vacant positions or through mutual agreement with RSP personnel.
 - 3) The individual site and the corresponding program, according to FTE needs or combinations thereof, shall offer allocated positions.
 - 4) If two (2) or more qualified candidates have submitted requests for the same vacancy, preference will be given to the most senior employee based on their date of hire.
 - 5) Vacancies shall be defined as indefinitely open positions
- b. A posted 1.0 vacancy at a school with no acceptable applicants can be traded for up to five .2 contracts to other special education teachers in that same type of classroom, at the discretion of the principal. A .2 contract extension is an agreement to buy a teacher’s prep time. This also applies if a school has a half time (.5) vacancy but nothing smaller than a .5 will be considered when buying a teacher’s prep time with a .2 contract extension.

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1) If the principal agrees to trade the posted vacancy for extended contracts, the Special Education Department will create and process those extensions, backdated to the date of the posted vacancy, and deliver them to Human Resources for processing. These contracts and the withdrawn vacancy will remain in effect until the end of the school year, unless there is a significant drop in numbers for the special education classrooms affected by the extensions.

~~e. — At schools where a vacancy is not traded for extended contracts, in order to be compensated for additional services to students required to cover the IEP and related work, a teacher must:~~

~~1) Perform one or more of the following services:~~

~~a) — IEP preparation~~

~~b) — Functional Behavioral Analysis (FBA) or Behavior Intervention Plan (BIP)~~

~~c) — Reevaluation Document (REED)~~

~~d) — Referral follow up/Ancillary (OT/PT, SW, etc.)~~

~~e) — Progress towards Goals~~

~~f) — IEP meeting~~

~~g) — Manifestation Determination Review~~

~~h) — No Show~~

~~i) — Health/Mental Health Teams consultation~~

~~2) Fill out a time sheet specifying the time spent to perform those services.~~

~~3) The documentation must be verified by the Head Teacher and Site Administrator.~~

~~4) The form will be sent to APS District Special Education for processing.~~

~~5) Payments at the instructor's hourly rate will be processed in a timely manner and paid as soon as possible.~~

2. Overload Compensation

a. The district will base additional compensation on caseloads as recorded in Synergy on official count dates (40th day, 80th day, 120th day, EOY).

b. Compensation is for additional services to students required to cover the IEP and related work.

c. At each of the official count dates listed above the Special Education Department will calculate each employee's excess caseloads using the Synergy FTE report run at 4:30 p.m. on the count day for active students. The excess Class FTE will be multiplied by 15.67 multiplied by the hourly rate for each teacher, then multiplied by 3 hours.

1. 15.67 is the average caseload size as per the chart below. $15.67 = \frac{8+15+24}{3}$

2. 12 hours is the average time spent on an extra student during a year. $12 \text{ hours} \div 4 \text{ quarters} = 3$.

d. Payments will be submitted after each count date.

e. Payments will not be impacted by substitute teachers employed at the school.

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- f. Teachers will not be required to submit paper work for the extra compensation. It will be paid automatically if an overage exists.
- g. If an extreme caseload overage exists (.75 or above) it will be brought to the Contract Administration bi-weekly meeting for problem-solving. Issues will be reported by teachers to the Federation. Issues will be reported by school administrators to the Special Education administration.

	A	B	C	D
1	0.03	0.04	0.07	0.13
2	0.06	0.08	0.13	0.25
3	0.09	0.13	0.20	0.38
4	0.11	0.17	0.27	0.50
5	0.14	0.21	0.33	0.63
6	0.17	0.25	0.40	0.75
7	0.20	0.29	0.47	0.88
8	0.23	0.33	0.53	1.00
9	0.26	0.38	0.60	
10	0.29	0.42	0.67	
11	0.31	0.46	0.73	
12	0.34	0.50	0.80	
13	0.37	0.54	0.87	
14	0.40	0.58	0.93	
15	0.43	0.63	1.00	
16	0.46	0.67		
17	0.49	0.71		
18	0.51	0.75		
19	0.54	0.79		
20	0.57	0.83		
21	0.60	0.88		
22	0.63	0.92		
23	0.66	0.96		
24	0.69	1.00		
25	0.71			
26	0.74			
27	0.77			
28	0.80			
29	0.83			
30	0.86			
31	0.89			
32	0.91			
33	0.94			
34	0.97			
35	1.00			

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Waiver for over 3 preps

Language added to provide an official form for secondary teachers who agree to teach more than three preps. This agreement must be on a yearly basis and the form must be filled out each year.

Article 17, ASSIGNMENT AND TRANSFERS

A. Assignment

1. Pursuant to highly qualified requirements, teachers shall not be assigned to teach any class which is outside the scope of their teaching licenses. Teachers may be assigned outside the scope of their teaching licenses only if authorized by the Public Education Department and with the concurrence of the teacher.
2. The principal will consult with individual teachers regarding the number of preparations, subject areas or grade level to be taught by the teacher.
 - a. Preparations shall be defined as meeting one or more of the following criteria:
 - 1.) Individual courses that have separate course titles or course numbers.
 - 2.) Classes that have a specific curriculum/content.
 - 3.) Classes in which students receive a separate grade or credit(s).
 - 4.) Classes that have different levels, i.e. Spanish I, Spanish II, Spanish III, etc.
 - 5.) Classes that are normally taught in different semesters, i.e. Algebra I, first semester, Algebra I second semester which are taught concurrently.
 - b. Secondary teachers shall not be required to teach in more than three (3) subject areas or have more than three (3) preparations, or combinations thereof, except by agreement with the teacher.
 - 1.) Secondary teachers who agree to have more than three (3) preparations will sign the Waiver to Teach More Than Three Preparations form found in Appendix I.36.
 - 2.) The agreement must be resigned yearly.

APPENDIX I.36

Waiver to Teach More Than Three Preparations Form

_____ agrees to teach _____ preparations during the
teacher's name # of preps

_____ school year.

List below the preparations agreed to as defined in Article 17.2.a.

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_____	_____
Teacher's Signature	Principal's Signature
_____	_____
Date	Date
Each party is responsible for keeping a copy of this agreement for their records.	

Updates to leaves (sick leave)

Adds language to include great-grandchild, great-grandparent, niece, and nephew as immediate family members. Adds language about when sick leave starts and can be used. Language added to include passed legislation (SB157) that provides a process of converting unused sick leave to earned service credit.

Article 18, LEAVES

A. General Provisions

1. The immediate family of a teacher is the spouse, domestic partner, child, grandchild, great-grandchild, parent, sister, brother, grandparent, great-grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, niece, nephew, aunt, uncle, others who reside in the same household with the teacher, or a person in loco parentis.
2. A teacher who believes an improper reduction in pay has been made under Article 18, shall have ten (10) days after receipt of the check in which the reduction appeared to initiate a grievance as provided in Article 26.
3. Application for Leave: All leaves of ten (10) consecutive work days or less will be requested through and approved by the principal or supervisor. Extended leaves of more than ten (10) days with or without pay, will be requested, approved or denied through the extended leave clerk's office in the Department of Human Resources.
4. All leave days are based upon the number of hours in the teacher duty day.
5. Inappropriate use of any leave may be cause for disciplinary action.

B. Assault Leave

1. 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. Any teacher assaulted shall submit a "first report of injury" to the principal, Risk Management, and school police. The teacher shall provide Form A, a police report, and medical documentation attesting to the injury to the Leaves Office. In the event more than three (3) days are lost as a result of the assault, the teacher shall submit to the principal a physician's certificate attesting to the injury. The District reserves the right to have the teacher examined by a physician chosen from a panel designated by the District and the Federation to assist the District in determining the

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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 if the funeral is out of state or requires a round-trip of six hundred (600) miles or more.
2. Bereavement leave is not cumulative nor is it deducted from a teacher's sick leave.
3. If more than six (6) days of bereavement leave are used in any one school year, confirmation of the relationship to the deceased will be required by the extended leaves clerk.

D. Court Leave

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

~~E. Illness in Immediate Family~~

1. ~~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.]~~ → Move bracketed sentence to section L.

F. Personal Emergency Leave

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

G. Religious Leave

1. A teacher will be granted up to two (2) days of leave per year for observance of recognized religious events.
2. Deductions from the gross pay of the teacher for this leave shall be made at the degreed substitute rate of pay for each day taken.
3. An employee may convert one day of sick leave to one day of religious leave during the school year. This leave is not subject to principal approval, however the employee

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must submit a special leave slip to his or her supervisor at least three (3) days prior to the date the leave will be taken. The employee need not disclose their religious beliefs verbally or in writing.

H. Personal Leave

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

I. Professional Development Leave

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

J. Political Leave

1. Where time spent in a campaign for the purpose of securing a political office will interfere with the duties of a teacher, a leave of absence should be requested in writing by the teacher/candidate. Such leave shall be leave without pay. The District shall give written answer to such request for political leave. This leave of absence shall be arranged for a definite period of campaigning. At the conclusion of the leave, the teacher shall be returned to the former position held immediately prior to the granting of the leave and shall have all benefits accrued as if actively employed.
2. Leave of absence with pay shall be granted for the purpose of holding political office. The teacher/office holder shall request in writing a leave within the framework of this policy and shall receive a written response defining the terms of the leave. The response shall include reinstatement upon termination of the leave and, where applicable, all benefits accrued as if the teacher were actively employed.
 - a. Every effort shall be made to identify an experienced and highly qualified substitute who shall be available on a consistent basis to take over the teaching duties and responsibilities of the teacher while that individual is out on political leave.
 - b. The teacher shall be responsible for meeting with and planning with his/her political leave substitute to ensure the greatest degree of continuity of instruction possible in the absence of the teacher.
3. Leave of absence without pay and accrued benefits shall be granted to teachers who are elected to full-time, salaried positions. Upon termination of the leave of absence, the teacher shall be reinstated in the same or similar position according to the personnel needs of the District.
4. Leave of absence with pay shall be granted to teachers who are elected or appointed to part-time, non-salaried positions. The number of days granted to teachers under this paragraph will be determined by the Superintendent except that teachers elected to the State Legislature will be limited to the number of days for the regular annual session and any special sessions plus ten (10) additional days. Any days granted beyond this

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number will be without pay. The teacher shall maintain the position in the school system normally held when not serving in political office.

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

K. Sabbatical Leave

1. Dependent upon the availability of non-District funding, a teacher may be granted sabbatical leave with pay. Such leave may be for one (1) semester or one (1) year.
2. Only those certified teachers who have been actively employed by the District for at least six (6) continuous contract years preceding the granting of this leave are eligible.
3. Sabbatical leave shall be granted only upon agreement by the teacher to return to the school system for at least two (2) years following the leave or repayment to the District of the salary received during the period of leave. A surety bond, or other collateral acceptable to the Board, must be provided by the teacher as a condition of leave award.
4. The teacher shall be guaranteed an equivalent position upon return to the school system.
5. The teacher may continue participation in the educational retirement plan by making appropriate contributions as agreed by the District and the Educational Retirement Board.
6. A joint committee consisting of two (2) teachers appointed by the Federation and two (2) persons appointed by the Superintendent shall screen candidates and submit the approved applicants for sabbatical leave to the Superintendent for final recommendation to the Board. The recommendation to the Board shall include any additional guidelines, including the amount of payment, for the sabbatical leave.
7. Request for sabbatical leave must be submitted no later than March 1.

L. Sick Leave

1. All active employees on matrices AT-1, AT-2, AT-3, A-2 A-3 and A-4 will accrue paid sick leave at the start of the contract year-as follows:
 - a. Those employed for one hundred eighty-four (184) days – 10 days, based on the formula $(184 \times 6.50 \times .055) = 65.52$ hours per year, accumulating up to 1300 work hours.
 - b. Those employed for one hundred and ninety-four (194) days – 12 days, based on the formula
 - 1.) $(194 \times 8.0 \times .055) = 91.52$ hours per year, accumulating up to 1300 work hours.
 - c. Earned sick leave will be prorated for late hires, mid-year contract changes, leaves of absence, retirees and terminations.
 - d. Earned sick leave benefits may be used provided the teacher is on paid duty status.
 - e. In the event a teacher uses an amount of sick leave that exceeds the amount accumulated, the teacher will be docked 1/184 or 1/194, as applicable, of salary for each day taken, except as provided for in paragraph M.
2. Accrued sick leave with pay from previous years will be made available to employees the next contract year.
3. General Provisions
 - a. A physician's certificate regarding the employee's illness or that of an immediate family member as defined in Article 18. A may be required when the employee is:
 - 1.) Absent for four (4) or more consecutive days;
 - 2.) Absent both on a Friday and the following Monday.

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- b. When a teacher is absent due to injury (incurred during the course of employment or related thereto), the unpaid difference between benefits paid under the Workers' Compensation Act of New Mexico and the teacher's regular pay shall be paid by the District from accrued sick leave benefits. The first seven (7) days of absences due to injury shall not be subject to this provision.
- c. When an employee becomes ill, is injured or is required to care for a sick immediate family member, sick leave begins at the time of inability to continue to work, to the nearest half-hour. An employee who is already on annual leave, personal leave, or leave without pay, including parental leave, may not be eligible to use sick leave.
 - 1.) Two (2) additional days of sick leave may be used where round trip travel is 600 miles or more.
- d. In case of illness which exceeds ten (10) consecutive work days, the teacher must submit a written notice to the Department of Human Resources stating the probable date of return together with a verifying physician's statement. Before returning, such teacher must submit a physician's release (APS Return to Work Certificate).
- e. Teachers who have been off work for any medical reason for more than ten (10) consecutive workdays may be required to have an evaluation by a treating physician.
- f. Earned sick leave benefits may be used provided the teacher is on paid duty status.
- g. Teachers may use during the school year an amount of sick leave that will equate with the total number of hours earned per year prior to actually earning the sick leave hours each month. In the event a teacher uses an amount of sick leave that exceeds the total earned for an entire year or terminates within the year, the teacher will be docked one ~~1/183~~ (or 1/184 or 1/194, as applicable) of salary for each day taken except as provided for in paragraph M.
- h. An employee who has acquired the minimum number of years of contributory employment to be eligible for retirement benefits under the Educational Retirement Board Act may now pay to have unused sick leave, earned from the member's contributory employment and for which the member has otherwise not received payment, converted to earned credit. Contact the Educational Retirement Board for further information.

M. Sick Leave Bank

- 1. The District and the Federation recognize the need for an available pool of sick leave days upon which eligible teachers having experienced benefit eligible catastrophic illnesses or injuries may draw. To this end, the District and the Federation have established a self-funded Sick Leave Bank. All claims are subject to approval of the Sick Leave Bank Committee. Intermittent leave will be addressed according to FMLA law.
- 2. Eligibility
 - a. 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.
- 3. Membership

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- a. Any teacher shall be afforded the opportunity to participate within sixty (60) days after beginning employment or within sixty (60) days of the beginning of any succeeding school year. Part-time teachers shall be eligible for benefits on a pro-rata basis. Once enrolled, membership will be for an entire school year. A request to withdraw from participation in the bank must be submitted to the SLB Committee within ten (10) workdays of the first teacher workday of the following contract year or during the open enrollment period during the month of September.

4. Administration

- a. The SLB Committee shall consist of one (1) member appointed by each of the three participating bargaining units and District personnel for consultation as necessary. An eligible teacher may apply to the SLB Committee for withdrawal of days consistent with guidelines established by the joint SLB Committee. Guidelines may include a minimum number of days which must be accrued before SLB coverage begins. Applications to the Committee shall be in writing and be accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. The SLB Committee will review all applications for withdrawal of days. The decision of the Committee shall be final and not subject to the grievance procedure. The Committee shall submit an operation report to the District and the Federation on an annual basis.

5. Other Conditions

- a. Sick leave days from the bank may be drawn only for those days of the school year as identified in this Agreement. Teachers on leave of absence are not eligible to access benefits in the bank. Employees on a leave of absence are not eligible to enroll in the sick leave bank until reinstated to active status.

N. Military Leave

1. Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time or war or emergency, will be eligible for re-assignment to the position they vacated prior to taking military leave after completing duty, provided:
 - a. They provide written or verbal notice of their orders to their supervisor/Department of Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable);
 - b. They satisfactorily complete duty of five (5) cumulative years or less;
 - c. They begin duty directly from employment with APS; and
 - d. They apply for and are available for re-employment as follows:
 - 1.) Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
 - 2.) 31 to 180 days: No later than 14 days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 - 3.) 181 days or more: No later than 90 days after completion of duty.

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- 4.) Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.
 2. Performing duty, voluntarily or involuntarily, includes:
 - a. Active duty, active duty for training, and initial active duty for training; Inactive duty training; Full-time National Guard duty; Absence from work for an examination to determine a person's fitness for any of the above types of duty; Funeral honors duty performed by National Guard or reserve members; and Duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service.
 3. Employees who serve in U.S. military organizations will be paid for up to 15 days per fiscal year, for active duty, active duty training, and inactive duty training. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. Peace Corps leave without pay up to five (5) cumulative years shall be granted to a teacher who volunteers for service to the United States Peace Corps.
 4. Teachers on leave for military or Peace Corps service shall be granted any improvement in salary or other terms and conditions of employment which would have accrued to them had they remained in active service with the District, provided such teachers seek reinstatement with the District within thirty (30) days following discharge from the military service or upon release from Peace Corps service.
- O. JROTC Use of Annual Leave Guidelines
1. JROTC Instructors may use up to thirty (30) days of annual leave within one (1) calendar year.
 2. It is preferred that annual leave is used during the summer months when school is not in session.
 3. No more than five (5) consecutive work days may be used when school is in session.
 4. A representative of the ATF and the APS JROTC district director will review extenuating circumstances.
- P. Extended Leaves of Absence Without Pay
1. Unless otherwise stated herein, an extended leave of absence without pay may be granted to teachers for a period of up to one (1) year.
 2. Extended leaves of absence without pay may be granted for:
 - a. Advanced Study: A teacher who has been employed under the terms of this Agreement by the District for three (3) continuous contract years or more immediately preceding the granting of this leave is eligible for advanced study leave for up to one (1) year. Prior to returning to employment, the teacher must provide verification of advanced study by submitting to the Department of Human Resources either:
 - 1.) An official transcript indicating the earning of no less than six (6) semester hours per semester or fifteen (15) semester hours for one (1) year, or equivalent, whichever is appropriate; or
 - 2.) Written record from the teacher's supervisory professor(s) stating that activities have occurred substantially equivalent to the O. 2. a. 1. requirement.
 - 3.) An advanced study leave may be renewed for up to one (1) additional year provided all requirements are met for each year of leave.

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- 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 matrix advancement as if the teacher had been actively employed. The Superintendent must approve the program of studies prior to the granting of the leave. The program of studies must be related to the subject matter being taught by the teacher or to be taught by the teacher. A statement as to how the advanced study leave is expected to enhance the teacher's abilities to teach may be requested by the Superintendent prior to the granting of the leave. Except in unusual circumstances, as determined by the District, application for this leave must be submitted thirty (30) days in advance.
- b. Parental Leave: A parental leave of absence for up to one (1) year shall be granted upon request to a teacher for the purpose of childbearing and/or child rearing as follows:
 - 1.) A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said teacher shall notify the Department of Human Resources in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. Such notice will include either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her contractual duties. If not on parental leave of absence, any portion of a teacher's absence from work because of a medical disability connected with or resulting from her pregnancy may be charged to her available sick leave.
 - 2.) A male teacher shall be entitled upon request and verification of birth date to a leave to begin at any time between the birth of his child and one (1) year thereafter.
 - 3.) A teacher adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary in order to fulfill the requirement of adoption.
- c. Leave for Illness in Immediate Family: Leave shall be granted for the purpose of caring for a sick member of a teacher's immediate family for up to one (1) year. Such request must be accompanied by a verifying physician's statement.
- d. Extended Medical 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. To be eligible for an extended medical leave of absence, an employee must have been actively employed on paid status with APS a minimum of one contract year immediately prior to the leave start date. All intermittent medical leaves will be addressed according to FMLA regulations.

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- e. Extended Personal Leave: Leave without pay for up to one (1) year may be granted to a teacher provided said teacher has been actively employed for five (5) continuous contract years preceding the granting of this leave and has not been granted an extended part-time leave within that period. Application for said leave shall include a statement indicating the purpose of the leave and shall be submitted, except in unusual circumstances, as determined by the District, thirty (30) days prior to the date the leave is to commence.
 - f. Extended Part-time Leave: Teachers who have been employed by the District in a full-time capacity for five (5) continuous contract years prior to granting this leave, may be granted leave to work less than full-time for up to one (1) school year. Application for such leave shall follow the same guidelines as outlined in O, 2.e. above, and all general provisions applying to other extended leaves will apply except that time spent on a part-time leave shall be counted for seniority purpose. This language shall not apply to teachers who change from full-time to part-time status without benefit of a leave.
3. General Provisions
- a. A teacher returning to duty from an extended leave shall be reassigned to the original teaching position or, if that position is no longer available, to a substantially equivalent position to that held by the teacher at the commencement of the leave.
 - b. A teacher returning from an extended leave must file an intent to return to the school system no later than March 1. Failure to do so will be considered a resignation on the part of the teacher effective at the conclusion of the leave or the school year, whichever comes first.
 - c. All requests for extended leaves of absence shall be submitted to the Extended Leave Clerk's office in the Department of Human Resources.
 - d. Time spent on extended leaves of absence shall not be considered a break in continuous service and will not be counted toward total years of service will not be counted for seniority purposes.

APPENDIX I.20

MEMORANDUM OF UNDERSTANDING ACCRUAL OF SICK LEAVE

~~ATF and APS agree to meet in order to address the changes made in Article 18 about specifying that all employees will accrue sick leave throughout the year rather than have it applied in a single lump sum at the beginning of the year.~~

~~APS and ATF agree to review each case in which an employee who has used up their sick leave hours before they are accrued with the intent of avoiding situations in which an employee might docketed pay.~~

Appendix A
Salary Matrices
 (Posted in separate PDF)

APPENDIX B
2019-2020
CLASS SIZE REQUIREMENTS

DISCONTINUATION OF WAIVER ON CLASS SIZE REQUIREMENTS FOR SY
2019-2020

APS and ATF agree to follow the statutory class size limits and discontinue the District-Wide waiver.

Statutory Class Size Limits

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

**APPENDIX I.1
MEMORANDUM OF UNDERSTANDING
2019-2020**

PROFESSIONAL DEVELOPMENT DAYS AND TEACHER PREPARATION DAY

For the 2019-2020 school year, the parties agree to a continuation of district-wide and site-based professional development and teacher preparation during the first week. School sites must decide the focus of each of the days based on consensus achieved through the site's Instructional Council. Please keep in mind that PD for the specialized role groups listed will be August 8th for traditional calendars and July 22nd for alternative calendars and Extended Learning Program schools.

First Semester Traditional Calendar

Monday, August 5 through Friday, August 9

Registration, staff orientation, professional development* and one day for teacher preparation.

Monday, August 12

First day of classes for students

First Semester Alternative (Year Round) Calendar

Tuesday, July 16 through Monday, July 22

Registration, staff orientation, professional development* and one day for teacher preparation.

Tuesday, July 23

First day of classes for students

First Semester Extended Learning Program Calendar

Monday, July 22 through Friday, July 26

Registration, staff orientation, professional development* and one day for teacher preparation.

Monday, July 29

First day of classes for students

*All site-based professional development will be planned based on staff needs and interests by consensus achieved through the site's Instructional Council with the exception of the following district-directed PD:

- Elementary schools will plan for up to one day of district directed Professional Development for classroom teachers on an overview of the district-supported reading program, Benchmark Advance. Refer to the May 6th memo from the office of Curriculum and Instruction for guidance on facilitator training. We recommend that this PD occur on July 22nd and August 8th when other role groups are out of the school building.
- Middle School ELA teachers will have PD about the newly adopted materials from Expeditionary Learning (Engage NY) and My Perspective (Pearson) on 8/8.

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- Secondary Science teachers will have PD Next Gen Science Standards on 8/8.
- Middle School and High School Health Education teachers will be have PD on 8/8.

Secondary Social Studies will have PD about culturally relevant instructional materials and identifying cultural bias.

- Additional content area PD is being designed and more information for schools is pending.

Second Semester Traditional Calendar and Alternative Calendar

Monday, January 6th - 2/3 of day spent on site-based PD and 1/3 of day for teacher preparation.

Separate Role Group PD will be provided on August 8th for traditional calendars and July 22nd for alternative and extended learning program for the following role groups:

- Audiologists (8/8)
- School Psychologists (8/8)
- Librarians (8/8)
- Nurses (8/8)
- Head Teachers (7/22 or 8/8)
- Access Teachers (8/8)
- Social Workers (8/8)
- PE Teachers (8/8)
- APE Teachers (8/8)
- Fine Arts Teachers (all levels) (8/8)
- SLPs, OTs and PTs (8/8)
- Transition Specialists (8/8)
- IEP Specialists (8/8)
- IGS1 and IGS2 (7/22 or 8/8)
- SCS1, SCS2 and SCS3 (7/22 or 8/8)
- SES1 and SES2 (7/22 or 8/8)
- DPP Pre-K Teachers (8/8)

Appendix I.10

Memorandum of Understanding SLP and Social Worker Caseload Overages

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

Appendix I.19

**MEMORANDUM OF UNDERSTANDING
Athletic Trainers**

- 1) The Athletic Trainer (AT) position is a full-time equivalent consisting of a 6.5-hour duty day.
 - a) The duty day may vary from a continuous period of time by mutual agreement between the administrator(s), and the Athletic Trainer.
 - b) The duty day may be flexed based on a consensus agreement between the school's administrator(s) and the Athletic Trainer.
- 2) A 1.0 FTE for the Athletic Trainer position will be phased for each comprehensive High School as follows:
 - a) 2019-2020 SY: All Athletic Trainers will have a minimum of a .6 Athletic Trainer position and a maximum of a .4 teaching position. ATs can be assigned to teach up to two (2) classes. Additional class assignments within the duty day shall be subject to the approval of the Principal and the Zone Associate Superintendent.
 - b) 2020-2021 SY: All Athletic Trainers will have a minimum of a .8 Athletic Trainer position and a maximum of a .2 teaching position. ATs can be assigned to teach one (1) class. Additional class assignments within the duty day shall be subject to the approval of the Principal and the Zone Associate Superintendent.
 - c) 2021-2022 SY: All Athletic Trainers will be allocated a 1.0 to fulfill their athletic training duties. Additional class assignments within the duty day shall be subject to the approval of the Principal and the Zone Associate Superintendent for a .2 extended contract.
 - i) Should funding of this phase in become an issue, the parties will revisit the time line with the possibility of agreeing to an extension.
- 3) Athletic trainers will receive a differential of \$7,092.
 - a) The differential is intended to compensate for additional related duties outside of the 6.5 hour duty day including but not limited to:
 - i) Assignments that begin prior to the start of the school year.
 - ii) Weekday evenings, Saturdays and other time periods as specified in the APS Athletic Handbook.
 - b) Athletic trainers shall be reimbursed up to \$300 for CEU's necessary to keep their license.
- 4) Unless licensed as a teacher, Athletic Trainers are on the APS/ATF Career Pathway System for purposes of career advancement.

Changes to Contract Language 2019-2020

New advisory MOU

New language establishes two Task Forces on Advisories, one for middle school and one for high school.

Appendix I.33

MEMORANDUM OF UNDERSTANDING

Advisories

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

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

Memorandum of Understanding

Appendix I.33

Advisories

ATF and APS agree to establish two Task Forces on Advisories, one for Middle School and one for High School, during the first semester of the 2019-2020 school year.

Both the Middle School and the High School Advisory Task Forces will be formed to discuss the structure and purpose of Advisories. Both will take into consideration Appendix I.4 and will submit written recommendations to the Living Contract Committee no later than December 3, 2019.

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

New MOU addressing the new Teacher Leader Facilitator position

Language describing the job duties and requirements assigned to the three levels (district, zone, site). Provides guidelines for differentials, number of positions, and elections of the Teacher Leader Facilitator position.

APPENDIX I.34

MEMORANDUM OF UNDERSTANDING Pilot Program for Teacher Leader Facilitators 2019-2020

BACKGROUND:

Changes to Contract Language 2019-2020

APS and ATF believe that professional development (PD) is most effective when it is site-based, embedded in everyday work, and offered “just in time.” To that end, the District’s Title I and Title II money is now dedicated to a PD structure that includes:

ISS- Instructional Support Specialists (District)

Creates and delivers face-to-face and online PD in support of AMP and District initiatives.

TSS- Teacher Support Specialists (Zone)

Supports individual zones, schools and teachers through support of teacher leadership and delivery of school-based PD.

TLF- Teacher Leader Facilitators (School)

Differentials allocated to schools to support school-based instructional support.

THE GOALS OF THE PD STRUCTURE INCLUDE:

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

Teacher Leader Facilitators (TLF) at each site will receive a \$5,000 differential. The number of allocations at each school will be based on the number of staff at a ratio of approximately 1 TLF per 20 classroom teachers.

- Teacher Leader Facilitators are elected by the constituency they serve.
- The constituency is all general and special education classroom teaching staff.
- To determine the number of differentials/TLF positions at each site, total the number of general education and special education teaching staff assigned to the school and divide by 20. Then, round up or down. For example:
 - If your site has 24 licensed teaching staff, you will be allocated 1 differential.
 - If your site has 37 licensed teaching staff, you will be allocated 2 differentials.
 - If your site has 63 licensed teaching staff, you will be allocated 3 differentials.
- For questions about the number of differentials your site will receive for 2019-2020 school year, contact Aimee Milazzo, Executive Director of APS Curriculum and Instruction.

Teacher Leader Facilitator (TLF) Job Description

In addition to regular classroom duties, the TLF is an instructional leader who collaborates with instructional council and administration to provide support for the professional development needs at the school level in conjunction with school goals and individual adult learning needs.

Essential Functions:

Changes to Contract Language 2019-2020

- Work with instructional council and administration to help plan and structure delivery of professional development and training at school sites.
- Collaborate with Teacher Support Specialist and other district support to bring PD and resources to school site based on district, school, and teacher needs.
- Collaborate with Teacher Support Specialist to create specific professional development as requested by the staff and administration.
- Work with Teacher Support Specialist to facilitate self-guided group professional development and maintain highly functioning teams at school sites.
- Attend quarterly meetings with Instructional Support Specialist and Teacher Support Specialists to discuss PD needs/issues/resources at the building level across the district.
- Meet weekly or every other week with Teacher Support Specialists to focus on PD support at the school level.
- Help collect feedback from teachers regarding the efficacy of the Teacher Support Network.

Preferred Skills:

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

Minimum Requirements:

Level II or Level III Teacher

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

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

Program Evaluation

Changes to Contract Language 2019-2020

APS and ATF agree to design a program evaluation in order to assess the success of the Title I and Title II professional development structures at all three levels of the program: the Instructional Support Specialists, the Teacher Support Specialists and the Teacher Leader Facilitators.

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

1. The principal will contact the TLF about the concern with his/her ability to fulfill the responsibilities based on the TLF job description.
2. If the concern continues, the principal will meet with the teacher again and document the concerns.
3. If, after support is provided and the concern persists, a meeting will be scheduled with the TLF. Attendees at the meeting will include the TLF, the site principal and a representative from ATF and Human Resources.
4. Possible termination of the teacher's TLF position may also be determined at this time.
5. The TLF job description will serve as the evaluation tool.
6. Teacher Leader Facilitators will not be held responsible for issues related to district support provided by the Instructional Support Specialists and the Teacher Support Specialists.

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

Additional Information about the 2019-2020 Teacher Leader Facilitator positions

All elementary schools are required to plan for up to one day of district-directed Professional Development for classroom teachers during the first week of the 2019-2020 school year. See the APS/ATF PD and Prep Memorandum of Understanding for information about the date for the district-directed PD. The focus of this time will be on an overview of the district-supported reading program, Benchmark Advance.

The goal is to ensure that all general and special education elementary teachers are supported to understand the program's components and resources and feel comfortable using the Benchmark Advance as a component of a Standards-based instructional program in English Language Arts.

Because there are over 3,000 elementary teachers and APS schools will have three different start dates we have designed a system that will enable this PD to cater to different experience levels with the instructional materials and different levels of instructional support within each school.

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Next year each school will have Teacher Leader Facilitators (TLF) who will receive a \$5,000 differential to provide school-based instructional support. The number of allocations at each school will be based on the number of staff at a ratio of approximately 1 TLF per 20 classroom teachers. See the Memorandum of Understanding on the Pilot Program for Teacher Leader Facilitators 2019-2020 for more information.

In order to train at least one facilitator at each site for the fall semester required PD, APS is asking that **each elementary school elect one TLF this spring to attend a full-day training on either July 9th or 10th.** Curriculum and Instruction will provide a make-up training for those unable to attend the July 9th or 10th trainings. Schools that would like to send someone instead of/ or in addition to the TLF such as a site-based Resource teacher can do so.

The identified TLF will attend the training as a part of the differential duties for next year. Schools that would like to send someone instead of, or in addition to, the TLF can either provide a stipend from the school budget or provide a flex day. The attendees of this training will be the facilitator at their home school on the district-directed professional development day in the fall.

The APS training for the elementary TLFs will include support materials and a facilitation guide. They will have the option of covering one or both of the topics below based on the needs and experience of the school:

- For new teachers or schools who have not had the opportunity to explore Benchmark; Navigating Benchmark Universe including logging in, creating rosters and locating resources, a tour of the paper resources and nuts-and- bolts information.
- For schools and teachers ready to take the next step: Exploring how vertical alignment of units supports school wide projects, using Unit 3 Life Science to begin engaging with the Next Generation Science Standards and integration of Benchmark tools across Tier I, II and III and ELD instruction.

GENERAL GUIDELINES for ELECTIONS

GENERAL CONSIDERATIONS

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

1. Determine the universe of voters. Who is eligible to participate in the election?
 - Are part-time employees included? If so, do they carry a full vote or a portion of a vote?
 - If a teacher will be transferring or retiring before the start of the following school year, should that person be eligible to vote?
2. Determine the definition of vote.
 - One person, one vote? This is the usual practice.

Changes to Contract Language 2019-2020

- Does the "vote" of someone who is part-time (e.g. a .5 FTE) count the same as someone who is full-time?
3. Specify how a winner is determined.
- Should the Teacher Leader Facilitator be elected by a simple majority of the votes cast, that is 50% + one?
 - If there are multiple candidates, should a runoff election be held, or should the winner be the candidate that receives a plurality of the votes?
5. Determine, publish and distribute the timeline and procedures for the election.

PROCEDURAL RECOMMENDATIONS

Decide on a calendar for the election.

- Have a nomination period of several days.
- Post the nominations in the lounge during and after the nomination period.
- Have a meeting in which each candidate can make a statement of their reasons for seeking the position and to answer questions by colleagues.

Election Day(s) – Announce when the voting day(s) will be well in advance.

- Post or distribute the election calendar, voting procedures AND the list of eligible voters.
- It is recommended to conduct voting for at least two days and to develop a procedure for absentee voting, in case someone is sick or will be off-campus during the election period.
- Print official ballots and secure a ballot box. If you are able to do so, obtain the use of a ballot box that can be locked. Place the ballot box in a public location for the voting period.
- Make sure to clarify the times for voting and for counting the votes. At the close of balloting, count the votes in the same public location. Invite everyone to the vote count.
- The election procedures should specify what will happen in the event of a tie. Will a tie be broken by a coin toss, or drawing high card or other chance drawing? The tie-breaker method should be agreed upon, and understood by everyone, before the first vote is cast.



Appendix I.35

**Memorandum of Understanding
Differentials**

ATF and APS agree, as funds are available, to implement the joint work of the SQT committee to revise, rework and increase the extra-curricular, co-curricular, responsibility and leadership differentials during the 2020-2021 school year. The only exceptions may be the differentials that were agreed to during the 2019 negotiations.

ATF and APS further agree to establish duty differentials and K-8 schools and any other school in which schedules do not allow for duty coverage with in the duty day. Schools identified a qualifying for duty differentials shall be by mutual agreement of APS and ATF.

Appendix I.37

**Memorandum of Understanding
Paid Parental Leave**

ATF and APS agree to establish an APS/ATF Task Force to research Paid Parental Leave.

The members of this task force will evaluate the potential impact and present recommendations to the Negotiations Teams no later than December 3, 2019.

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