

**CERTIFIED and CLASSIFIED
AGREEMENTS**

By and Between

THE BOARD OF EDUCATION

Of the

ALAMOGORDO MUNICIPAL SCHOOL DISTRICT #1

And

NATIONAL EDUCATION ASSOCIATION

Of

ALAMOGORDO, NEW MEXICO

*Effective from Date of
Ratification To June 30, 2023*

TABLE OF CONTENTS

Preamble	3
ARTICLE ONE - Recognition	3
ARTICLE TWO - Definitions	3
ARTICLE THREE - Non-Discrimination	4
ARTICLE FOUR - Employee Rights / Discipline	4
ARTICLE FIVE - Personnel Files	5
ARTICLE SIX - Association Rights	7
A. Association Days	7
B. Exchange of Information	7
C. Employee Communications	8
D. Access to District Work Sites.....	9
E. Dues Deduction	10
ARTICLE SEVEN - Management Rights.....	12
ARTICLE EIGHT - Grievance Procedures	12
A. Purpose.....	12
B. Definitions.....	13
C. Timely Processing of Grievances	13
D. Informal Level.....	13
E. Level One.....	14
F. Level Two.....	14
G. Level Three	14
H. Level Four.....	15
I. Representation by the Association	16
J. Rights of Employees	16
ARTICLE NINE - Conditions of Employment for Certified Staff	16
A. Work Year	16
B. School Calendar	17
C. Hours of Work	17
D. Duties	17
E. Preparation Time	20
F. Temporary Modified Duty	20
ARTICLE TEN - Conditions of Employment for Classified Staff	20
A. Custodial, Maintenance, and Central Receiving	20
B. Educational Assistants.....	20
C. Classified Office Personnel	21
D. Nutrition Services	21
E. Reporting of Time and Absences.....	22
F. Work Schedule	22
G. General.....	23
H. Utilization of Educational Assistants as Substitutes.....	23
I. Substitutes for Classified Employees.....	25

PREAMBLE

This Agreement is made and entered into at Alamogordo, New Mexico, between the Board of Education of the Alamogordo Municipal School District #1 (hereinafter referred to as the Board), and the National Education Association - Alamogordo (NEA-A) (hereinafter referred to as the Association), the 17th day of February, 2016.

ARTICLE ONE - Recognition

- A. Certified: The Board recognizes the Association as the sole and exclusive representative for all certified positions in the bargaining unit, excluding all certified substitutes and all administrative, management, and supervisory personnel.

- B. Classified: The Board recognizes the Association as the sole and exclusive representative for all classified positions in the bargaining unit, excluding contract athletic personnel who are not otherwise employed by the District, temporary personnel, all classified substitutes, and all administrative, management, and supervisory personnel.

ARTICLE TWO - Definitions

- A. The term "assignment" is defined as placement of an employee in a work site position.

- B. The term "Association" is defined as NEA-Alamogordo (NEA-A) and its representatives.

- C. The term "Board" is defined as the Board of Education of the Alamogordo Municipal School District #1, County of Otero, State of New Mexico, and its representatives.

- D. The term "Administration" is defined as the District Superintendent, administrators, and/or supervisors.

- E. The term "days" is defined as district workdays based on the 234-day contract year (days 234-day staff are required to work) and does not include weekends and school or staff breaks unless otherwise specified.

- F. The term "District" is defined as the Alamogordo Municipal School District #1, County of Otero, State of New Mexico.

- G. The term "immediate family" of an employee is defined as spouse, child, grandchild, parent, grandparent, sister, brother, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law.

- H. The term "management" is defined as the Superintendent of Schools and members of the administrative staff.
- I. The term "President" is defined as the President of the Association or designee.
- J. The term "Superintendent" is defined as the Superintendent of the Alamogordo Municipal School District#1 or designee.
- K. The term "supervisor" is defined as the individual(s) assigned to direct and/or evaluate the work performance of an employee or designee.
- L. The term "transfer" is defined as movement of an employee from one work site to another work site.
- M. The term "work site" is defined as any work location or functional division within the District.
- N. The term "year" shall refer to the fiscal year (July 1 through June 30), unless otherwise stated.
- O. The term "Substitute Teacher" shall refer to a licensed individual that provides temporary instructional services when an assigned, licensed instructor is absent from class.
- P. The term "Classified Substitute" shall refer to an individual that provides temporary services when a classified employee, such as a secretary, custodian, or educational assistant, is absent from work.

ARTICLE THREE - Non-Discrimination

- A. Neither the District nor the Association shall unlawfully discriminate against employees on the basis of race, religion, color, sex, marital status, age, national origin, sexual orientation, or disability.
- B. The Association recognizes its responsibility as the bargaining agent and shall represent equally all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- C. The District and the Association shall not discriminate against any member of the bargaining unit on the basis of membership in the Association.

ARTICLE FOUR - Employee Rights / Discipline

- A. Alamogordo Public Schools requires that all instructional support and policy be aligned to

District, State, and Federal policy, guidelines, and regulations, including alignment with Priority Schools, High School Re-Design, SPED, RTI, and NCLB. Employees shall have the right to influence the formation of policies and procedures which affect the employee's professional services, including curriculum, through the use of District and site-based committees or committee reports. The Association shall appoint one (1) representative on each District-level committee regarding topics affecting bargaining-unit employees. The Association may request additional representatives.

- B. The District and the Association agree to foster and support an environment of respect and professionalism. Employees shall adhere to the New Mexico Educator Code of Ethics.
- C. Employees shall not be disciplined without just cause.
- D. An employee will have the right to be accompanied by a representative when a school site or District administrator is conducting an investigation on an employee's actions regarding an issue or when disciplinary action is to be taken. When disciplinary action is anticipated, the employee will be advised prior to any meeting. If representation is unavailable, the meeting will be scheduled within one (1) day.
- E. Written complaints *received* by a school administrator shall be shared with the affected employee. Verbal complaints brought to the attention of a school administrator affecting the employee's professional performance or which may affect the employee's employment status shall be shared with the affected employee as soon as possible.
- F. The District and the Association agree that negative criticism shall be done in private and away from the public, students, and colleagues.
- G. Employees shall have the right to be afforded due process through the fair and impartial hearing of grievances when applicable and as described by the Agreement.
- H. Employees shall have the right to present a grievance individually, without the intervention of the exclusive representative (Association). An adjustment made shall not be inconsistent with or in violation of the Agreement and will not alter the meaning or intent of the Agreement.

ARTICLE FIVE - Personnel Files

- A. There shall be one (1) official personnel file for each employee which shall be maintained in the Human Resources Department for fifty-five (55) years after employee termination or retirement.
 - 1. Principals and site administrators may maintain an employee site file on each employee.

2. A grievance file will be established that will contain all grievances and their resolutions. This file will be kept in the Human Resources Director's office and shall be kept separate from the official personnel file.
- B. References provided in confidence shall not be subject to inspection by the employee.
- C. No anonymous information may be placed in the employee's official or site file.
- D. The employee will be given the opportunity to view and receive a copy of any information prior to placement in his/her official or site file, except information related to routine file maintenance.
- E. The employee shall have the right to respond to any document placed in the employee's official or site file, and shall have such response attached to the material to which the response relates.
- F. The employee may inspect his/her official file by appointment with the Human Resources Department and in the presence of the Human Resources Director or designee. No file shall be removed from the Human Resources Department.
- G. Contents of a site file deemed essential by the site administrator for purposes of the employee's continued employment shall be submitted to the official file in the Human Resources Department.
- H. When an employee transfers to another work site, the site file shall be returned to the employee, who may choose to provide the file to the employee's new site administrator. An employee who retires or resigns from employment also shall have the site file returned to the employee.
- I. Only administrators and the Superintendent or his or her designees will have access to employees' files. The contents of an employee's file will be kept in strictest confidence. The District will comply with all federal, state, and legal requirements regarding all personnel files. The District will maintain a log, which any person viewing an employee's file will sign, noting their District title and date viewed. Such log will be kept at the front of the file and any and all persons accessing the file will log in and out.
- J. Employees may request in writing that any letter of reprimand, documented counseling, or disciplinary memorandum be removed from their site file after two (2) years from the date of occurrence. Such report will be removed provided no further action relating to the incident has occurred. No report shall be removed that involved a substantiated incident regarding safety or legal situations. Employees' evaluations will not be considered for removal.

ARTICLE SIX - Association Rights

A. Association Days

1. The Association (excluding the NEA-A President) shall be granted a combined total of thirty (30) NEA leave days per Agreement year as the exclusive representative for certified and classified employees. These days will be used by members of the Association for Association activities, conventions, representation, workshops, and other Association business, when both parties mutually agree to negotiate during duty hours, NEA-A will not be charged leave time and substitutes will be provided by the District as needed.
 - a. Leave for NEA-A President shall be limited to seventeen (17) days per school year. The Association agrees to reimburse the District the cost of the substitute utilized for Association leave taken by the NEA-A President. When the Association President is requested by the district on matters of Association business, the President will not be charged NEA-A leave.
 - b. All other NEA-A members conducting NEA business will be charged leave for all NEA business that exceeds one-quarter (1/4) of the duty day.
 - c. In cases of need for emergency representation, the Superintendent or his/her designee may waive the charging of time to NEA leave.
2. The Association, other than the NEA-A President, may take up to fifteen (15) combined additional days of NEA leave per Agreement year and be charged at the District cost of the substitute (if a substitute is required) for each day taken.
3. Requests for Association Leave will be submitted on the District Leave Form in advance to the office of the Superintendent and a copy provided to the supervisor as notification. Exceptions when advance notice is not possible shall be directed to the office of the Superintendent.

B. Exchange of Information

1. Association to District: The Association shall provide the following information to the office of the Superintendent by October 1 of each school year:
 - a. A written list of the names, addresses, and telephone numbers of all local Association officers and representatives

who will be acting in an official capacity for the local Association.

- b. A written list of the names, addresses, and telephone numbers of the Association representatives not employed by the District who will be acting in an official capacity for the Association.
- c. The Association shall provide a revised list to the office of the Superintendent when there are any revisions or changes in Association officers or representatives.

2. Administration to Association: The Administration shall provide to the Association President the following information:

- a. Budget information at the time it is submitted to the Board:
 - i. A copy of the proposed tentative operational budget including all worksheets and salary schedules;
 - ii. A copy of the final approved operational budget including all adjustments.
- b. An electronically-transmitted listing of all District personnel, by site, no later than one (1) month after the start of the school year.
- c. A copy of non-confidential materials contained in the regular monthly Board meeting packet.
- d. A copy of the Board policies and changes to such policies within one (1) month of adoption.
- e. A listing of all new bargaining unit employees hired prior to the beginning of the new school year and monthly thereafter. The listing will be supplied by the Human Resources Department and will contain the employee's name, job classification, work site location, and his/her local address and telephone number, if available.

C. Employee Communications

- 1. The Association may utilize the District inter-school mail system, employee mailboxes, and bulletin boards to communicate with employees. Association materials shall not be distributed during instructional time or preparation time.
- 2. All Association communication will include the date of posting and the identification of the Association.

3. A copy of all materials to be distributed or posted shall be provided to the site principal, supervisor or designee, and office of the Superintendent or his or her designee prior to posting or distribution.
4. Material which is inflammatory, derogatory, controversial, personally offensive, or disruptive to good relations, in the interest of the students of the District, shall not be distributed to work sites.
5. Political literature shall not be distributed on school property nor shall political materials, buttons, banners, etc., be worn or attached to school property.
6. Bulletin board space shall be designated by the site principal or supervisor for the posting of Association materials. The bulletin board space shall be located in an area frequented by employees
7. The designated Association work site representative will be given the opportunity to make brief announcements prior to the dismissal of any group of staff members from scheduled staff meetings.
8. The Association President will be introduced and allowed to speak briefly at District new employee orientation activities and District all-employee-back-to-school events. The Association shall be allowed to distribute information and materials at these events.
9. Brief reminders of scheduled Association events may be announced or placed on written work site communications if mutually agreed to by the supervisor and Association representatives.

D. Access to District Work Sites

1. Association Meetings
 - a. The Association may hold voluntary meetings at work sites before or after the duty day with prior notice to the site principal or supervisor as long as such meetings do not conflict with previously scheduled events.
 - b. The Association President and the Superintendent, along with their designees, shall meet at regularly agreed upon times to review concerns and issues related to this Agreement.
 - c. The Association shall follow the established Board policy and guidelines governing "Buildings, Grounds, and Property Management," and shall be responsible for property damage, personal injury, and public liability resulting in their use of school facilities outside the duty day.

2. Association Officials

- a. Association officials not employed by the District shall be allowed to *visit* work sites and *visit* with employees provided that visitations do not interfere with employees' duties and Association officials have notified the site principal or supervisor at least one (1) work day in advance of the visit.
- b. Association officials shall report to the site principal's or supervisor's office and identify themselves upon arrival at the work site.

E. Dues Deduction

1. The Association shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the Association.
2. The District agrees to deduct organizational dues for each Association member provided the employee has individually and voluntarily authorized the deduction on a properly executed Association membership form. The dues to be deducted will be determined by NEA-Alamogordo. Dues deduction for Association members will continue in effect from year to year.
3. Dues deduction may be discontinued or revoked by a member by filing a written notice of cancellation with the Treasurer of the Association.
 - a. The Association will send a letter of confirmation to the member requesting cancellation, with a copy to the District Payroll Specialist. The letter will state the *effective* date of cancellation, the disposition of Association Insurance, and the status of dues for the remainder of the year.
 - b. The member's cancellation notice must be received by the Treasurer of the Association and the Payroll office by October 6, in order for dues deduction to cease for the current school year.
 - c. The Treasurer of the Association will notify the District Payroll Specialist of all cancellations by October 15.
 - d. Dues deduction shall be discontinued effective with the first paycheck in November.
4. The District Payroll Specialist will stop individual member dues deductions when:

- a. the Association and the employee submit an official, written notification to the District Payroll Specialist to stop dues deductions for an employee who is no longer an Association member;
 - b. the member is on unpaid leave of absence and does not earn a sufficient amount during a pay period to support the dues deduction; or
 - c. the member is no longer employed by the District. If there is a dues amount still owed for the contract year, the District Payroll Specialist shall deduct that amount owed from the final paycheck.
5. If the Association dues are changed, the Board agrees to effect such changes in deductions within twenty (20) work days following the receipt of a written notice from the Treasurer of the Association.
 6. The Treasurer of the Association will submit to the District Payroll Specialist two weeks prior to the first September paycheck each year the following information for payroll deduction:
 - A. an alphabetical listing, by classification, of names of the members in the unit who have authorized payroll dues deduction and the dollar amounts of the dues to be deducted, and
 - b. the list submitted will include the signature of the Treasurer of the Association.
 7. Dues deduction for continuing Association membership will be deducted in equal amounts beginning with the first paycheck in September and continuing through the last paycheck due the employee.
 8. A copy of the Association membership form for new members authorizing dues deduction will be provided by the Treasurer of the Association to the District Payroll Specialist at least ten (10) work days prior to the payroll date when the deduction is to begin.
 9. The Treasurer of the Association and the District Payroll Specialist will maintain communications relating to membership dues deductions.
 10. The District agrees to remit to the Association Treasurer each pay period all dues deducted as authorized by a member of the Association, within three (3) days of the deduction. The Association assumes total responsibility for the disposition of funds deducted for dues once the funds have been received by the Treasurer of the Association.

11. Any excess dues deducted in error and credited to the Association will be refunded to the member by the Association.
12. The parties recognize that errors may occur and agree that the party responsible for the error will make every reasonable effort to rectify such error. The Association and the member agree to hold the Board harmless for any actions resulting from compliance with this article.

ARTICLE SEVEN - Management Rights

- A. The Board shall retain and reserve unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Mexico.
- B. The District or its supervisory personnel shall also have the following rights:
 1. to direct and supervise all District operations, functions, and the work of its employees involving hiring, laying off, assigning, evaluating, promoting, transferring, suspending, disciplining, discharging, or terminating;
 2. to determine qualifications for employees and the nature of personnel examinations;
 3. to determine staffing requirements and the need to create or abolish positions or reorganize work units;
 4. to determine the nature of programs and services offered to students and citizens of the District;
 5. to enter into contracts with agencies or companies for services or materials;
 6. to take action as may be necessary to carry out the mission of the District in emergencies; and
 7. to manage and exercise judgment on all matters not prohibited by this Agreement.

ARTICLE EIGHT - Grievance Procedures

A. Purpose

The purpose of this procedure is to secure, at the lowest administrative level equitable solutions to problems which may arise, involving matters dealt with in this Agreement. All grievances shall be kept confidential.

B. Definitions

1. The term "grievance" means an allegation that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions in this Agreement.
2. The "immediate supervisor" is the person who evaluates the grievant and has the authority to remedy the allegation.
3. An "aggrieved employee" or "grievant" is the employee making the grievance or claim.
4. A "party of interest" is the employee, group of employees, or the Association making claim, or any person who might be required to take action (or against whom action might be taken) in order to resolve the claim.

C. Timely Processing of Grievances

1. Time limits specified at each level shall be considered maximum and effort shall be made to expedite the process. Time limits may be extended by mutual agreement.
2. Failure to file a grievance or appeal a decision within the time limits specified herein shall result in dismissal of the issue.
3. Failure to submit a decision in writing within the time limits specified herein will cause the grievance to proceed to the next level.
4. If a grievance affects a group or class of employees, the Association may file the grievance within fifteen (15) days of the act that caused the grievance, at the appropriate supervisor's level, or if the appropriate supervisor does not have the authority to remedy the matter, at the Superintendent's level.

D. Informal Level

1. The employee, who may be accompanied by an Association representative, shall first meet informally with his/her immediate supervisor in an effort to resolve the grievance. This meeting shall be scheduled within fifteen (15) days of the event of the act or discovery of the act that caused the grievance
2. The supervisor shall have five (5) days to respond to the grievant.

E. Level One

1. A Level One Grievance file will be established that will contain all Level One grievances and their resolutions. This file will be kept separate from Human Resources personnel records. Any grievance placed in this file will be removed after five (5) years following the year in which a resolution was reached. Grievance files may be retained longer if they involve issues of pending litigation.
2. If the grievant is not satisfied with the resolution of the grievance at the informal level, the grievant may present the grievance on a form developed by the parties. Grievance forms will be available in the office of each location and/or from the Association President. The date of occurrence shall be the date the grievant had knowledge of the event giving rise to the grievance.
3. The grievant shall hand deliver the completed grievance form to his/her immediate supervisor within five (5) days of the supervisor's answer at the informal meeting. The form shall specify the date of the occurrence, date of the informal meeting, description of the grievance and the specific article alleged to have been violated, and relief sought by the grievant.
4. The grievant's immediate supervisor shall have five (5) days from the date the grievance form is submitted to hand deliver a written answer to the grievant.

F. Level Two

1. If the grievant is not satisfied with the answer at Level One, or if no decision was provided within the required time limit, the grievant shall have the right within five (5) days of receipt of the Level One answer to hand deliver the grievance to the Superintendent or his or her designee.
2. The Superintendent or his or her designee shall schedule and meet with the grievant and the grievant's representative, in an effort to resolve the grievance, within five (5) days of receipt of the Level Two request.
3. The Superintendent or his or her designee shall hand deliver his/her answer to the grievant within five (5) days of the date the meeting occurred.

G. Level Three

If the aggrieved is not satisfied with Level Two answers to the grievance, the grievant may submit within fifteen (15) days a formal written request for

mediation services from Federal Mediation and Conciliation Services (FCMS) to the Superintendent or his or her designee. Within five (5) days of the request for mediation, the district shall contact the regional representative from FCMS and schedule mediation services.

H. Level Four

1. If the aggrieved is not satisfied with Level Three answers to the grievance, the grievant may submit within fifteen (15) days a demand for binding arbitration to the Superintendent or his or her designee. Within five (5) days of receipt of the demand for arbitration, the Grievant or his or her designee shall submit to the Federal Mediation and Conciliation Services (FMCS) a request for a list of seven (7) arbitrators from the region that includes New Mexico.
2. If any question arises as to the ability to arbitrate a grievance, the arbitrator, prior to hearing the merits of the grievance, shall rule upon such question.
3. Arbitration shall be conducted by one (1) arbitrator who shall be selected as follows:
 - a. The parties will strike names from the list of arbitrators within ten (10) days of the receipt of the panel.
 - b. Each party will strike one name, until single name remains, which shall become the arbitrator. The party required to strike the first name will be determined by the flip of a coin.
4. The arbitrator shall have no power to alter, amend, add, or subtract from the terms of the Agreement nor make any decisions requiring the commission of an act prohibited by law.
5. The arbitrator shall submit a determination to the District and the Association or grievant within fifteen (15) days after the conclusion of the hearing. The determination shall be final and binding on the parties, subject to appeal to District Court as an award issued under the Uniform Arbitration Act.
6. All costs of the services of the arbitrator shall be borne equally by the parties to the grievance. All other costs, such as a transcript or recording made of the hearing, shall be paid by the requesting party.
7. Unless the aggrieved is represented by the Association, the arbitrator may require the aggrieved party to post the party's share of the expenses in advance of the hearing.

I. Representation by the Association

1. An employee may present a grievance individually, without the intervention of the exclusive representative (the Association). An adjustment shall not be inconsistent with or in violation of the Agreement.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of the Agreement.

J. Rights of Employees

1. The District will ensure that grievances are conducted in a professional manner. No negative actions will be taken by the District or the employee's immediate supervisor against any aggrieved employee, any party of interest, any Association grievance representative, or any other participant in the grievance procedure based solely on such participation.
2. All employees may be represented at all levels of the grievance procedure by himself/herself at his/her option or by an Association representative. If the Association does not represent an employee in the grievance procedure, the Association has the right to be present and to state its view at all formal levels of the grievance procedure.

ARTICLE NINE - Conditions of Employment for Certified Staff

A. Work Year

1. The regular work year for certified employees shall be 184 days.
2. The District may require newly hired certified employees to attend up to two (2) additional non-instructional days during their first year in the District for District in-service training and orientation. Each certified employee who attends the orientation will be allowed to choose two (2) professional days, or two (2) days to donate to the sick leave bank. **The professional days taken will be aligned with the District EPSS and are to be approved by the site supervisor.**
3. Certified employees who contract for additional days of work beyond 184 workdays shall be compensated at their individual daily rate of pay.

B. School Calendar

1. The school year is based upon the school calendar, with the understanding that the calendar is subject to emergency changes, but such changes shall not affect the total number of work days required.
2. The school calendar is not a negotiable item; however, the Association shall appoint two (2) members to the District Calendar Committee. The District Calendar Committee will recommend proposed calendars to the Board for final approval. No decisions that would alter this Agreement will be made unless agreed to by the parties.
 - a. The calendar provides four (4) in-service days prior to the start of the first semester. One (1) in-service day will be for uninterrupted preparation time and no open houses or back to school nights will be scheduled on this day.

C. Hours of Work

1. The workday shall consist of seven (7) hours, excluding an assignment-free lunch of not less than thirty (30) minutes. Principals and certified employees will collaboratively develop schedules which cover the individual needs of their school sites. The schedules will offer between thirty (30) and forty-five (45) minute lunch periods and designate the start and end of the duty day.
2. Non-instructional duties scheduled during the duty day shall be assigned by the supervisor on a rotating schedule as equitably as possible. These duties will include building and grounds duty including, but not limited to, breakfast duty, bus duty, recess duty, and hall duty.
3. Teachers who are assigned to more than one school during a day will not be required to perform bus and other duty assignments during those days if such assignments interfere with travel or preparation time.

D. Duties

1. Each certified employee shall be responsible for planning for effective teaching, defining teaching goals and competencies, and using evaluation techniques consistent with the District and State curriculum guidelines.
2. In addition to instructional responsibilities, certified employees shall be responsible for a part of the work day for such activities (including allowing for before and after the instructional day of students) as may

be reasonably required by their supervisor. Illustrative, but not all-inclusive of such activities are as follows:

- a. Parent or student conferences shall be the professional obligation of the certified employee.
- b. Conferences with administrators/supervisors and other certified employees.
- c. Attendance at staff meetings. When possible, staff meetings shall be scheduled during the duty day. With the exception of emergencies, employees will be given two (2) days prior notice of staff meetings.
- d. Certified employees are responsible for performing such other reasonable District, student, community, or school functions (e.g., open house, back-to-school night, after-hours staff meetings, graduation, promotions, science/math/arts nights, tutoring, etc.) as may be assigned by the supervisor, and each staff member is expected to assume his/her share of the work load. **Tutoring will be scheduled on a rotating basis during the employee's community preparation time. Tutoring may be assigned beyond the duty day.**

Employees may be required to attend up to eight (8) after duty functions not to exceed a total of ten (10) hours per semester.

- e. When absent, certified employees shall provide adequate lesson plans, instruction, and classroom-management information for substitute teachers and shall notify the supervisor prior to the starting time of the school day of their absence.
- f. Certified employees shall participate actively in curriculum planning and in-service planning. Level I teachers who have not completed their first year of the educator support program will not be required to sit on committees.
- g. Certified employees shall be responsible for the programs and supervision of the students in their classroom and jointly responsible with other employees and the supervisor for the supervision of students on campus.
- h. Certified employees are responsible for evaluating student progress and interpreting grades or reports given under their supervision. If there is no approved board policy by the date of ratification of this Agreement the NEA-A and the District

agree to a memorandum of understanding to establish a policy for grade changes.

E. Preparation Time

1. Preparation time is defined as time without direct responsibility for any student during the duty day for lesson preparation, student evaluation activities, record keeping, staff meetings, and conferences. Employees shall not leave their work-site for personal business during preparation time without prior approval of the supervisor/designee.
2. Certified teachers shall be provided a minimum of two hundred twenty-five (225) minutes per week (45 minutes per day whenever possible) for preparation, student evaluation activities, record keeping, and conferences. This time is based on a normal *five* (5) day week.
3. Elementary schools will schedule blocks of time, at least two (2) per week, to allow extended time (twenty-five [25] minutes or more during the instructional day) for their teaching staff to effectively address the requirements stated herein.
4. A worksheet will be provided for elementary certified teachers to calculate their preparation time in conjunction with the building administrator. The worksheet should be completed and returned to the building administrator by August 31 and shared with the Association President.-date correction
5. Secondary schools will be provided preparation time equal to the class period arranged for preparation. Tutoring will be scheduled on a rotating basis. Tutoring will be scheduled during the employee's community preparation time. Tutoring may be assigned beyond the duty day as long as it does not exceed the eight (8) functions per semester.
6. A secondary certified employee who voluntarily agrees to contract to teach during his/her internal preparation period shall be paid a prorated amount of the employee's daily rate for the school site schedule and the number of teaching days required.
7. Assemblies, testing programs, and other school activities which disrupt normal classroom instruction shall be rotated whenever possible so that the same classes are not continually affected. When an assembly or other school activity is scheduled during the preparation time of a certified teacher, the assigned specials (P.E., music, etc.) teacher will accompany students during this time.

F. Temporary Modified Duty

The District will comply with all laws and current APS Board policy (G-1500 GBGD, G-1511 GBGD-R, G1531 GBGD-E) pertaining to Worker's Compensation. Modified duty will be given only in cases of work related injury or work related illness under certain conditions. While temporary modified duty opportunities will be offered to the maximum extent possible, there is no guarantee, express or implied, that such duty will be available in every case.

ARTICLE TEN - Conditions of Employment for Classified Staff

A. Custodial, Maintenance, Groundskeepers, and Central Receiving Employees

1. All custodial, maintenance, groundskeeper, and central receiving employees' work year shall be two hundred thirty-four (234) contract days.
2. Employees will be scheduled to work eight (8) hours per workday, excluding a thirty (30) to sixty (60) minute lunch period to be determined and agreed to by the employee and the site supervisor.
3. Employees have the option of taking two (2) fifteen (15) minute paid rest periods in each eight (8) hour workday. Rest periods will not be used to extend a meal period or shorten the workday. Employees are expected to remain at the work site during rest periods, unless permission is granted by the supervisor to leave the work site.

B. Educational Assistants

1. The work year for Educational Assistants shall be one hundred eighty-three (183) contract days. One day will be set aside for professional development on issues related to Educational Assistants. Professional development will be planned and presented jointly by the District and the Association.
2. Educational Assistants will work a seven (7) hour day, excluding a lunch period of between thirty (30) and forty-five (45) minutes. Principals and Educational Assistants will collaboratively develop schedules which cover the individual needs of their school sites. The schedules will offer between thirty (30) and forty-five (45) minute lunch periods and designate the start and end of the duty day. Additional hours may be assigned as required by the workload and will be compensated according to the Fair Labor Standards Act.
3. Educational Assistants shall be granted an opportunity for reasonable, short breaks, at the work-site, during the workday, for personal reasons.

4. Educational Assistants shall have access to a school computer and will be provided a school mailbox specifying the employee's name.
5. Educational Assistants assigned to work with special needs students will receive training as assigned per management as outlined in Article 17 D including but not limited to strategies of de-escalation, disability, specific training (i.e. autism, etc.), proper diaper changing procedures and any other trainings deemed necessary to perform specific job functions. Trainings maybe provided through direct instruction or on-line delivery.

C. Classified Office Personnel

1. All Classified Office Personnel (COP) employees' work year and work week shall be determined according to their job classification and the stipulations of their contract.
2. Employees will be scheduled to work eight (8) hours per workday, excluding a thirty (30) to sixty (60) minute lunch period to be determined and agreed to by the employee and the site supervisor.
3. Employees have the option of taking two (2) fifteen (15) minute paid rest periods in each eight (8) hour workday. Rest periods will not be used to extend a meal period or shorten the workday. Employees are expected to remain at the work site during rest periods, unless permission is granted by the supervisor to leave the worksite.
4. In the event of an administrator's absence of a significant duration, the administrator shall identify the employee(s) or lead teacher(s) to be responsible for the activities of the school or department.
5. COPs will not be required to administer medications unless in an emergency or unavoidable circumstances and only when properly trained in dispensing such medications.

D. Nutrition Services

1. The workday will be continuous for student nutrition services workers at all school sites.
2. The regular work year for student nutrition service workers, assigned to school sites, will be, 173 for Elementary Schools, 177 for Middle Schools and 177 for High Schools. In the event school is not in session at one site during a contracted work day, workers may be reassigned to other school's cafeterias and/or allowed to work on SNA Certification or other professional development.
3. Student Nutrition Service employees will be notified of long-term duration changes in their work schedule prior to implementation.

4. Number of hours worked by Student Nutrition Services workers is dependent upon average daily participation (ADP)/meals per man hour calculation. Full-time workers are guaranteed at the minimum number to maintain eligibility for benefits. Additional daily hours may be assigned based on various nutrition grant programs but total daily hours will not exceed eight (8) per day.
5. No reductions to individual contracts will be made during a contract year without mutual consent of the Association and District.
6. The Human Resources Department must receive verification of School Nutrition Association (SNA) Certification on or before October 1, or within sixty (60) days of employment. Upon verification employees will be moved to the certified salary schedule for the current school year. Verification received after this date will be applied to the salary schedule for the following school year.
7. Required uniform shirts will be provided by Alamogordo Public Schools Student Nutrition Department to Student Nutrition workers.

E. Reporting of Time and Absences

1. Time sheets or time clock records will be kept by all classified employees. Employees will record the beginning and ending hours worked. The hours worked will be reported on District approved time sheets or through the use of a time clock approved by the District. Falsifying or tampering with time records or reporting times may result in disciplinary actions up to and including termination and discharge.
2. When it is necessary for an employee to be absent, the employee must notify the supervisor prior to the start of the workday and enter the type of leave into the District's designated software program.

F. Work Schedule

1. Classified employees may be assigned to night shifts by their immediate supervisor, based upon work requirements. The night shift hours are between 7:00 p.m. and 7:00 a.m. Nighttime

differential pay is identified on the appropriate salary schedule and shall not apply to time worked before or after the employees regularly assigned hours or to early-morning hours worked between 5:00 AM and 7:00 AM during summer break.

- a. Upon agreement of both employee and supervisor, classified employees may have the option to be assigned to work hours before or after the standard duty day. In this situation of voluntary agreement to the time assignment, the employee will not receive any shift differential pay. The employee will sign a voluntary waiver of shift differential pay with a copy filed in both the site file and personnel file with Human Resources.
2. Classified employees requested to work overtime when it is deemed necessary by their immediate supervisor are entitled to overtime compensation. A classified employee's schedule will not be altered to avoid paying overtime unless the employee agrees to the change.
 - a. If additional hours are in conjunction with a forty (40) hour work week, the employee will be entitled to overtime compensation as set forth in the Fair Labor Standards Act.
 - b. The District, in scheduling overtime work, will distribute it as evenly as possible among the classified employees engaged in the work at the work site. Volunteers for the overtime work will be requested. In the event more than one (1) employee volunteers, the employee with the most seniority shall be selected. This procedure will continue on a rotating basis. If no volunteer comes forth, the supervisor will assign the overtime and will do so on a rotating basis, taking into consideration that the overtime assignment does not create any hardship to the employee.
 - c. Custodial, maintenance, or other classified employees called back to work after their normal hours or during holiday breaks to conduct building checks, respond to alarms, etc., will be paid a minimum of two (2) hours. Payment shall be in accordance with the Fair Labor Standards Act.
3. The District will survey 234-day classified

employees' preferences to influence the additional days on which the employees will work to fulfill the required days of their annual contracts.

4. When circumstances require a delayed start or an "abbreviated day" is declared by the Superintendent, classified employees will report to work to meet the established time schedule. An allowance for the late arrival of a classified employee may be made by the employee's immediate supervisor without loss of pay.

G. General

1. Classified employees who are bilingual and not licensed in translation will be held harmless for any discrepancy during interpreting/translation of information required within the scope of their responsibilities.
2. Training will be provided to acquaint employees with changes in their job responsibilities or methods of operations that are specifically related to classified employees.
3. Classified employees will comply with the essential functions and physical requirements as outlined in their position descriptions.
4. The District and NEA-A agree to address the issue of hazardous threats.

H. The Utilization of Educational Assistants as Substitutes

1. The District acknowledges the importance of the service Educational Assistants provide and discourages the regular utilization of Educational Assistants as substitutes. Substituting is defined as delivering instruction or overseeing a class when the assigned teacher is not available. The following are examples, but not exclusive, of when a classified person should be compensated:

- a. assignment of additional duties outside his/her normal duty assignment as agreed to by the Educational Assistant and the supervisor;
- b. teacher training;

- c. substitute job failures;
 - d. emergency of a teacher;
 - e. late arrival of a teacher or substitute;
 - f. early release of a teacher.
2. Duties beyond the Educational Assistant's primary job responsibilities shall be assigned in an equitable manner among Educational Assistants.
 3. Educational Assistants assigned to a classroom teacher or working in a self-contained special education classroom or assigned to an individual student shall only be assigned outside their responsibilities in the event of an emergency. The need for these assignments shall be approved by the school's administrator.
 4. Classified personnel used to substitute in any class must be in compliance with the Public Education Department and possess a state substitute license. A current list of eligible personnel will be provided to each administrator by the Human Resources Department.
 5. The Educational Assistant must acquire the substitute license from the Public Education Department in order to be eligible for payment.
 6. Payment for substitute services, in addition to the Educational Assistant's daily rate, shall be twenty-five dollars (\$25) per day or prorated for actual time worked, provided the Educational Assistant works a minimum of thirty (30) continuous minutes as a substitute. Once an Educational Assistant has been asked to cover any given classroom, he/she will remain within that same room until a substitute is found and the Educational Assistant is relieved.
 7. Assignments will be on a short-term basis not to exceed three (3) consecutive days.
 8. The Department of Human Resources, Department of Business/Finance, and NEA-A have developed a worksheet to use in order to compensate classified employees for substituting. The worksheets will be submitted to the administrator or principal for prior approval and submission to Payroll.

I. Substitutes for Classified Employees

1. The District will hire substitutes for Educational Assistants working in self-contained special education classrooms, assigned to individual students, or hired per state rules to address class size requirements.
2. If agreeable with the site administrator and the affected employee, employees will request a substitute through the AESOP system.
3. When requested and when possible, the District will hire a qualified substitute for any classified employee absent from his/her job, beginning on the first day of the employee's absence.
4. If agreeable to the affected employee(s) and the site administrator, classified employees may choose to work overtime to complete duties of an absent co-worker. Classified employees shall be paid overtime according to the Fair Labor Standards Act.

J. Temporary Modified Duty

The District will comply with all laws and current APS Board policy (G-1500 GBGD, G-1511 GBGD-R, G1531 GBGD-E) pertaining to Worker's Compensation. Modified duty will be given only in cases of work related injury or work related illness under certain conditions. While temporary modified duty opportunities will be offered to the maximum extent possible, there is no guarantee, express or implied, that such duty will be available in every case.

ARTICLE ELEVEN -Professional Issues (Certified)

The goals of professional development in New Mexico are to support effective teaching and improve learning for all students. The professional growth process must be aligned with state, district, school, and or individual professional goals (e.g. district/school Educational Plan for Student Success, the Professional Development Plan and/or the Professional Development Dossier as related to licensure maintenance and/or advancement). (www.teachnm.org)

- A. Employees are encouraged to express their professional opinions and/or philosophy on curriculum, materials, assessment, and other matters relevant to the implementation of their professional responsibilities.
- B. Employees, in a collaborative effort with the administration, will assist within the District's philosophy, goals, curriculum, and objectives in the selection of student assessment materials, teaching methods, professional development, and other materials appropriate to the needs of each student in the District.

- C. Employees have the right to exercise professional judgment in presenting information and ideas in alignment with the District's philosophy, goals, curriculum, and objectives in the selection of student assessment materials, teaching methods, and other materials appropriate to the needs of each student in the District.
- D. While maintaining fidelity to the adopted curriculum, employees will be allowed to use supplemental materials to ensure individual student success.
- E. As part of the Educator Support Program, the District will provide an effective, structured and specific instructional support plan for special education instructors to include educational assistants. The program will address strengthening of skills, classroom management and methodology, and information specific to the district.
- F. The District will follow the procedure from the Public Education Department for implementation of Performance Evaluation Requirements for Licensure Levels I, II, and III.
- G. Level III licensed personnel provide delivery of instruction at the highest licensure standard recognized by the State, with proof, over the life of the license, of added professional responsibilities. The Performance Evaluation identifies specific responsibilities that the Level III employee must address. The site administrator and the Level III employee shall work collaboratively to identify the particular licensure criteria to meet the needs of the instructional program. These responsibilities must be addressed satisfactorily.
- H. Employees may select additional goal(s) for professional development that align with the Educational Plan for Student Success (EPSS).

ARTICLE TWELVE - Evaluations – Classified

- A. The primary purpose of staff evaluation is continuous maintenance and improvement of skills and performance for the educational environment of students. The evaluation process is designed to be a collaborative process between the classified employee and the supervisor to assess the employee's work performance and to provide encouragement, support, and suggestions for maximum professional growth. Classified employees will be evaluated annually. Performance evaluations will be based upon the essential functions of the assigned job position. Evaluators of classified employees must have completed documented training in performing evaluations within the previous two years.
- B. A copy of the evaluation instrument that will be used for that year's evaluation will be provided to the employee. The classified employee will sign to verify receipt of the above and the District will maintain a copy.

- C. By September 1 of each school year, every classified employee transferred or reassigned to a position that is different from the previous year will receive a copy of his/her current position description and of the evaluation instrument to be used for that year's evaluation.
- D. By September 1, all new classified employees and employees who will be evaluated using an evaluation instrument that is different from the previous year will receive an orientation by their supervisor describing the evaluation process.
- E. Classified employees will be formally evaluated in writing annually. All monitoring or observation of work performance will be conducted openly and with knowledge of the classified employee.
 - 1. In the case of educational assistants, the supervisor may request input from classroom teachers and other certified staff having responsibilities with specific educational assistants about the performance of educational assistants, but the supervisor is responsible for making all evaluation decisions and for completing and signing the evaluation form.
 - 2. In the case of custodians, central receiving, and maintenance and grounds employees, the supervisor may request input from lead custodians, central receiving, maintenance and grounds lead persons about the performance of custodians, central receiving, maintenance and grounds employees, but the supervisor is responsible for making all evaluation decisions and for completing and signing the evaluation form.
 - 3. The employee may provide a written response of the evaluation within fifteen (15) days.
- F. A Professional Growth Plan (PGP) is implemented whenever substandard performance has been identified. A PGP is utilized to address specific deficiencies, while allowing for improvement.
 - 1. In the case of a classified employee with unsatisfactory job performance areas, a written Performance Growth Plan will be developed by the supervisor, but collaborative discussion with the employee and revisions will be initiated if agreed upon by the supervisor and employee. The plan will note apparent weaknesses that affect job performance, recommendations for improvement, assistance to be provided and a time frame for subsequent improvements. Documentation of the unsatisfactory job performance must contain employee and supervisor signatures.
 - 2. The Human Resources Director is to be notified immediately of the contemplated initiation of a Performance Growth Plan.

3. Subsequent observations will follow the implementation of the Performance Growth Plan to include the following:
 - a. Monitor job performance.
 - b. Note improvements.
 - c. Note evidences of continued weaknesses.
 - d. Provide further assistance.
4. After the completion of the PGP, the employee will again be formally evaluated.
5. A copy of the PGP, the employee's written response, and the final evaluation instrument will be placed in the employee's personnel file in the Human Resources Department.

G. General

1. A PGP must be implemented and determined unsatisfactory before a classified employee will not be recommended for rehire.
2. The supervisor has the option of extending the PGP into the proceeding contract year of implementation.
3. An employee will not be given an unsatisfactory rating on an evaluation without the employee having been notified verbally and in writing of the areas of concern within twenty (20) days after a concern about job performance comes to the administrator's attention. The administrator will discuss with the classified employee the specific unacceptable performance and why it is unacceptable.

ARTICLE THIRTEEN -Job Position Descriptions

- A. The District shall prepare and provide current job position descriptions for employees' assigned positions.
- B. Job descriptions shall be provided to an employee upon initial employment and the employee will be required to sign the description and be provided with a copy of the job description.
- C. Job descriptions will include:
 1. Job title:
 2. Education, Experience and Licensure Requirements:

3. Knowledge, Skills, and Abilities Required:
 4. Reports to:
 5. Evaluation:
 6. Job Summary:
 7. Essential Functions:
 8. Terms of Employment:
 9. Effective date:
- D. Employees shall not normally be required to perform duties that are not directly related to the employee's own job description.
- E. Employees may request review of job descriptions and may suggest improvements and modifications.
- F. The Association also may suggest job description improvements and modifications.
- G. The District will provide the Association leadership copies of job descriptions which have been improved or modified prior to implementation.

ARTICLE FOURTEEN -Special Education

- A. Alamogordo Public School District and NEA-A agree to follow the State of New Mexico Public Education Department and Federal Department of Education guidelines, statutes, and regulations in order to provide a free appropriate public education (FAPE) for students with disabilities. APS will post the "Individuals with Disabilities Act 2008 Manual" on the APS website. APS will also provide links to the State of New Mexico Public Education Department's statutes of Special Education with Children with Disabilities/Gifted Children, and a link to the Federal Regulation of Individuals with Disabilities Education Act.
- B. DD-Preschool teachers will receive a full day per week for the purposes of home visits, school business, instructional preparation, and training and professional development. DD-Preschool teachers will provide their site supervisors notice when they will be away from the work site for the purposes of home visits and school business. Unless permission is granted by the site supervisor, employees are expected to remain at the work site during the day.

- C. The District will provide substitutes, or coverage, so that any required teacher or staff member may attend an IEP.

ARTICLE FIFTEEN - Leaves

A. Sick Leave

1. Employees shall earn sick leave at the rate of approximately one (1) day per month. Certified employees shall earn ten (10) days per year and classified employees working an entire fiscal year (234 days) shall earn twelve (12) days per year.
2. Employees will be awarded their full and accrued annual amount of sick and personal leave on their first payday. Time awarded will be prorated according to hire date. If the employee resigns before completing the entire contract, the leave time accrual will be prorated according to days actually worked and any deficit will be deducted at the daily rate of pay from the employee's final paycheck. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees shall be docked at their daily rate of pay.
3. Employees employed for less than a full year or on a part-time basis shall have leave accrual prorated.
4. Earned sick leave may be used provided the employee is on a paid duty status.
5. An employee's unused sick leave allowance shall accumulate from year to year.
6. Sick leave is defined as leave taken for personal illness of the employee, serious illness in the immediate family; and/or death in the immediate family beyond the three (3) work days of bereavement leave provided, with pay, by the district.
7. An employee with three (3) consecutive work days of sick leave must furnish a medical doctor's excuse for the employee's supervisor. Once sick leave is declared by an employee, the employee cannot change his/her leave status to avoid providing a medical doctor's excuse. Employees out on long-term sick leave beyond three (3) work days must communicate with their supervisor on a weekly basis and must provide medical documentation to support the leave, if requested by the supervisor.
8. An employee using more than thirty (30) consecutive workdays for illness must submit to an independent medical examination by a

physician selected by and paid for by the District if requested to do so by the Superintendent. If the physician's reports are conflicting, the Superintendent shall request a medical examination to be conducted by another physician and paid for by the District.

9. Supervisors will oversee absences to determine if a pattern of absences or a frequency of absences is occurring. This may be cause for a supervisor to require a medical certificate for such absences.
10. Upon retirement, resignation, or termination, employees may donate accumulated unused sick leave to the District Sick Leave Bank. Upon retirement, sick leave will be bought back as defined in Article Twenty-One H.

B. Personal Leave

1. Personal Leave is defined as any absence from regular duty not specifically classified as sick leave or professional *leave*. Examples of personal *leave* include personal business, legal, and family matters.
2. Four (4) days of sick *leave* are designated for use as personal leave during each fiscal year. No salary deduction will be made for four (4) days. Personal leave is not cumulative and any unused personal leave will remain in the employee's sick leave balance.
3. An employee is requested to give as much notification as possible to the supervisor when taking personal leave.
4. An employee requesting personal *leave* beyond four (4) days must submit a District Leave Request Form to the supervisor for approval at least ten (10) work days prior to the beginning of the requested leave. Employees who have remaining sick leave may use it for personal leave purposes upon approval from the site supervisor.
5. The supervisor may deny a request for Personal Leave if a substitute is not available or the workload does not permit approving the request.
6. Personal *leave* will not be granted before or after a designated holiday or break, on strategic planning, mandated testing days, the first week of school, except in extenuating circumstances as determined by the site supervisor. Written requests specifying the circumstances for requesting personal leave must be submitted to the supervisor at least seven (7) work days prior to any of the aforementioned days. In emergency circumstances this time requirement may be waived. The case-by-case determination will include a review of the employee's

leave history before or after a designated holiday or break or any of the aforementioned days.

C. Family Medical Leave

1. In compliance with the Family and Medical Leave Act of 1993 (FMLA), the District will provide twelve (12) weeks per year of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are required to use all available personal leave, sick leave, and vacation. After that, FMLA is leave without pay.
2. Employees are eligible if they have worked for the District for at least twelve (12) months and rendered at least 1,250 hours of service during that twelve (12) month period.
3. Family and medical leave can be requested by the employee or will be initiated by the Superintendent or his or her designee for the following reasons:
 - a. Childbirth and infant care.
 - b. Placement of a child with the employee for adoption or placement of a child with the employee by a state agency for foster care. Entitlement to leave for birth or placement of a child expires twelve (12) months after the birth or placement of the child. Adoption leave covers only children under the age of eighteen (18) unless the child is incapable of self-care in three or more activities of daily living because of a mental or physical handicap.
 - c. Care of the employee's spouse, son, daughter, or parent with a serious health condition.
 - d. The inability of the employee to perform his/her job duties due to his/her own serious health condition, or the necessary absence from work of an employee to receive medically necessary treatment.
4. Spouses employed by the District are limited to a combined total of twelve (12) work weeks per year for the birth or placement of a child or to care for a parent. However, for other covered leaves, such as care for a spouse or child, or for treatment of the employee's own serious health condition, each spouse may take up to twelve (12) weeks per year.

D. Professional Leave

1. Professional leave is defined as authorized absence from regular duties to participate in professional activities which directly relate to

the enhancement of job performance. Educational activities may include attendance at national, state, or local education meetings held while Alamogordo Public Schools are in session.

2. Approved professional leave shall be granted without reduction in the employee's salary. Travel time and attendance at seminars and conferences will be paid according to Fair Labor Standard regulations as interpreted by the U.S. Department of Labor.
3. Professional leave should not be interpreted to include involvement in community or fraternal activities unless the Superintendent deems such leave as beneficial to the District and/or the activities relate to the enhancement of employee job performance.

E. Military Leave

1. As provided by law, employees who are members of an organized unit of the National Guard or Reserve unit of any of the U.S. military branches shall be given military leave with pay in accordance with their official orders when they are ordered to active duty training with such organized units.
2. As provided by law, employees who leave their employment to enter the armed forces, voluntarily or involuntarily, have the right to return to their job provided certification of satisfactory service and application occur within thirty-one (31) days of separation from active duty. Employees will be placed in their pre-service position or an equivalent assignment.

F. Compulsory Civic Leave

1. Employees are allowed to take compulsory civic leave for matters pertaining to jury duty or when the employee is subpoenaed as a witness in a particular court action. Employees who are required by statute to appear in court shall be granted leave when needed. Employees shall be provided paid leave as set forth herein below for regularly called jury duty and to appear as a witness in court, other than as a litigant, petitioner, or respondent for reasons not brought about through the convenience or misconduct of the employee.
2. Upon receipt of notice of assignment for jury selection or subpoena, the employee will provide the site supervisor with a copy of the notice or subpoena and provide timely updates as to the status of jury duty or court appearance. Site supervisors may request the employee to provide written verifications of actual times from the appropriate court clerk for time submitted as civic leave.
3. While on compulsory civic leave the employee will receive pay in the amount of the difference between the employee's regular earnings

and any amount received for jury pay or witness fees. The employee may retain any fee paid as a *travel* allowance.

4. If the employee does not wish jury duty pay or witness fees to be deducted from his/her paycheck, he/she must submit a check for the amount of the jury duty pay or witness fees with the monthly absence report covering the time the employee was on compulsory civic *leave*.

G. Domestic Abuse Leave

1. Domestic abuse *leave* is defined as intermittent paid or unpaid *leave* for up to fourteen (14) work days in any calendar year, taken by an employee for up to eight (8) hours in one day, to obtain or attempt to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorneys' victim advocates or to attend court proceedings related to the domestic abuse of an employee or an employee's family member. Family member is defined as a minor child of the employee or a person for whom the employee is a legal guardian.
2. Employees having accrued paid time off or vacation will be required to use that leave to cover domestic abuse leave. After paid time off and vacation accruals are used, the employee will be allowed to take time without pay for domestic abuse *leave*.
3. Employees needing to use domestic abuse *leave* must notify their supervisor of the need for leave as soon as possible and will be required to provide one of the following forms of verification to the supervisor in a timely manner."
 - a. A police report indicating that the employee or a family member was a victim of domestic abuse;
 - b. A copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse (the document does not constitute a waiver of confidentiality or privilege between the employee and the employees' advocate or attorney); or
 - c. The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official, or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

4. When domestic abuse leave is taken in an emergency the employee or the employee's designee shall give notice to the employer within twenty (24) hours of commencing the domestic abuse leave.
5. Retaliation against an employee for using domestic abuse leave is prohibited.

H. Vacation (Annual) Leave

1. Twelve (12) month employees will earn ten (10) days annual leave per contract year at the rate of five-sixths (5/6) day per contract month.
2. Vacation leave days earned are not property and cannot be donated or sold by the employee to another employee in the District.
3. Vacation time may be taken during the school year that it is earned, but no more than has been earned at the time it is taken.
4. Employees are required to complete a Vacation Request form and obtain prior approval from their immediate supervisor prior to the date of scheduled leave.

I. Bereavement Leave

Bereavement leave is defined as leave granted for a death in the immediate family. Employees will be provided leave with pay for three (3) workdays following the death of an immediate family member (as defined in the Collective Bargaining Agreement). Bereavement leave will be entered by the supervisor upon notification of the employee to the immediate supervisor.

J. Parental Involvement Leave

1. Employees will be allowed up to ten (10) hours of Parental Involvement Leave (PIL) to attend In-District activities to include but not limited to, parent teacher conferences and Individual Education Plan (IEP) meetings for their child or children under their legal guardianship.
2. Parental Involvement Leave require prior notification and approval from the employee's supervisor. The supervisor may deny a request for Parental Involvement Leave if a substitute is not available or if the workload does not permit approving the request. Documentation of scheduled meetings may be required by supervisor.

ARTICLE SIXTEEN -Sick Leave Bank

- A. The intent of the Sick Leave Bank (SLB) is to provide an employee additional sick leave when:
 - 1. The employee is rendered unable to work due to a prolonged or extended catastrophic illness or disability for a period of time during which no worker's compensation or disability benefits are available.
 - 2. The employee is rendered unable to work due to a catastrophic illness of an immediate family member as defined in Article Two (2) Definitions.

- B. An employee, completing one year of service, who is a member of the sick leave bank, with no pattern of abuse of leave, may be awarded leave by the Sick Leave Bank Committee. There is no obligation for repayment. All leave awarded pursuant to this section is subject to review and approval of the SLB Committee and the terms and conditions established in this article.

- C. An employee may apply for additional SLB days if needed. However, the maximum withdrawal allowed per incident will not exceed the number of workdays within a sixty (60) calendar-day period.

- D. **Membership**
 - 1. Participation is voluntary and is open to all employees who earn sick leave. The employee can submit a SLB Application Form to the Employee Benefits Specialist prior to October 1 of the year in which the employee is joining the SLB. Employees hired after October 1 may apply for SLB membership within thirty (30) days of employment.
 - 2. In order to become a member of the SLB, the employee must contribute two (2) days of sick leave to the bank at the time of application. Days contributed to the SLB are not refundable.
 - 3. Membership may be voluntarily terminated by notifying the SLB Committee in writing. Membership is automatically terminated with separation of employment. Upon retirement, resignation or termination, employees will be provided a form and may donate accumulated unused sick leave to the District Sick Leave Bank.

- E. **Withdrawal of SLB Days**
 - 1. A request to withdraw days from the SLB must be made on the Request for Use of Sick Leave Bank Form and submitted to the Director of Human Resources.

2. All accrued sick leave, annual leave, and personal leave must be used prior to being eligible to withdraw SLB days.
3. The employee must provide the SLB Committee with any documentation which the SLB Committee requires to support the SLB request. In addition, the employee will provide a letter describing the situation and stating the catastrophic impact on the employee and/or family.
4. If the request for SLB days is denied, the SLB Committee will provide a written statement to the employee stating the reason for denial. Decisions of the SLB Committee are final and not subject to any grievance procedure.

F. Reimbursement of SLB Days

1. If the total number of SLB days is reduced to one hundred eighty (180) days, the SLB will require members to donate an additional day to the **SLB**. All members will receive written notice of the need for additional donations.
2. Donations to the SLB will be made only at initial membership and when the SLB is reduced to one hundred eighty (180) days.

G. Sick Leave Bank Committee

1. The SLB Committee will be composed of one certified teacher, one classified employee, and one administrator.
 - a. The Association will appoint the certified and classified members to the committee.
 - b. The Superintendent will appoint the administrator to the committee.
 - c. The District Director of Health Services shall serve on the committee as the medical advisor.
2. Members will serve a three (3) year term. Members may serve consecutive terms.
3. Committee members must be current members of the SLB.
4. Absolute confidentiality will be maintained by the members of the committee regarding the identity of members applying for SLB days, as well as the reasons for their requests.

ARTICLE SEVENTEEN - Safety

- A. The District shall provide and maintain a safe working environment free of hazards that may cause accident, illness, or injury, consistent with applicable health and safety laws and regulations.
- B. The Board and the Association agree to work together cooperatively to provide a safe working environment for employees. The District will establish site based Safety committees will be established that will include a management designee and classified and certified staff. The Association shall appoint a building site representative to serve on each site safety committee. The purpose of the Safety Committee is to assist building supervisors in emergency coordination, drills and evacuations as well as the identification and reporting of real or perceived hazards.
- C. Employees will report all unsafe conditions to their immediate supervisor and will comply with established safety requirements. Reported hazards will be appropriately documented with the date/time received by the supervisor and forwarded to the appropriate District office for inspection and/or mitigation.
- D. Employees will participate in safety training programs mandated by law or at the direction of Management.
- E. Employees shall continue to care for the safety of students under their supervision and shall receive the support necessary to carry out this responsibility. All employees performing outside duties shall have key or card access to buildings and access to communication systems.
- F. The District shall provide reasonable support and assistance to employees so that they can maintain control and proper discipline while engaged in their assigned duties and responsibilities. All employees shall at all times attempt to maintain order and will abide by the policies, rules and regulations of the District, and carry out all applicable orders issued by the Superintendent. District employees will familiarize themselves with their appropriate site parent teacher/student handbook as well as Alamogordo Public Schools Board of Education Policies J-4600 STUDENT DISCIPLINE, JK-RA STUDENT DISCIPLINE, J4612 JK-RB STUDENT DISCIPLINE (Physical Restraint, Seclusion and Time Out), J- 4614 JK-RD STUDENT DISCIPLINE Threats of Violence by Students, Regulation J-2300 JIC STUDENT CONDUCT, J-2311 JIC-R STUDENT CONDUCT.
- G. The school site administrator and employee shall support each other in their efforts to maintain discipline. Discussion and decisions regarding how to address disciplinary problems and communication will be addressed at each school site.
- H. Employees may temporarily dismiss a student from class to the site administrator when, in the judgment of the employee, the student is seriously

disrupting the instructional program for other students. The employee will furnish the site administrator, at the time of the student's dismissal, written or verbal particulars of the incident. If requested by the site administrator, full particulars of the incident, including the efforts that have been made to correct the problem, shall subsequently be provided to the site administrator in writing. The site administrator shall communicate to the employee the corrective measures taken.

- I. In cases of repeated student disruptions, the employee may request the site administrator to schedule a conference. If needed to be scheduled, the conference shall include parents, teachers, and others as necessary, for the purpose of discussing the problem and initiating corrective measures.
- J. Employees have the right to protect themselves if physically attacked; however, extreme caution and good professional judgment must be used in dealing with students. Employees will utilize the Alamogordo Public Schools Board of Education Policy J-4612 STUDENT DISCIPLINE (Physical Restraint, Seclusion and Time Out).
- K. In the event of an assault (threatening behavior) or battery (physical contact), by a student, parent, or community member, the employee has the right to report such behavior, without interference of employee's supervisor or District, to the appropriate Law Enforcement authority having jurisdiction over the matter. Except in cases of emergencies, the employee will notify their supervisor prior to Law Enforcement notification. In situations of extreme emergency or injury the employee may call 911. The employee will not be charged leave time and will be provided a substitute, if available, when requested by the Law Enforcement to complete written statements or interviews concerning the reported incident. Employees receiving injury as the result of a work related assault, battery or physical confrontation, while acting properly with the scope of their duties, during the duty day or during a District sponsored after hours event, the District and the employee will comply with Article 9 F and Article 10 J Temporary Modified Duty of the Collective Bargaining Agreement.
- L. Alamogordo Public Schools and NEA-A agree that mutual respect between and among all District employees and administrators is essential. Employees have the right to report inappropriate behavior(s) or misconduct by any district employee(s) which may create a hostile work environment without fear of reprisal. Employees should report such incidents to their supervisor or the Director of Human Resources. Behavior of this nature will not be tolerated and allegations will be promptly investigated.

ARTICLE EIGHTEEN -Assignment and Transfer

- A. Assignment and Re-Assignment Definitions

1. Assignment is defined as the initial placement of a new employee to a specific position, subject area, or grade level at a specified work site.
2. Re-assignment is the movement of an employee from one specific position to another, one subject area to another subject area, or one grade level to another or a combination thereof within the same work site.

B. General Assignment and Re-Assignment Criteria

1. Certified employees shall be assigned and re-assigned within the scope of their teaching endorsements at the work site by the supervisor. Classified employees shall be assigned and re-assigned within their specific job title and duties.
2. An employee may be assigned to another area of endorsement as agreed to by the employee and with approval of the Public Education Department. Any stipulation established by the Public Education Department must be complied with by the employee.

C. Assignment Procedures

1. Assignment of new employees to the District shall be made by the Human Resources Department in consultation with the building-site supervisor. Employees shall not be assigned to work-site locations where they will be supervised by one of these relatives of their immediate families: spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law.
2. New employees to the District who *receive* their initial assignment or are hired within one (1) week of the beginning of the school year or after the school year has begun will be granted up to two (2) days of professional leave as determined by the supervisor to prepare for the assignment.

D. Re-Assignment Procedures

1. By May 15 or prior to the conclusion of the employee contract year, employees wishing to be reassigned will notify the site supervisor of his or her interest in reassignment, duty assignment, and extra-curricular and club sponsorship.
2. Building-site supervisors and principals will announce potential opportunities for re-assignment as they become available. No position will be posted as an official vacancy before on-site employees have had an opportunity to notify the supervisor in writing of their interest.

3. Employees will be selected for re-assignment according to their qualifications and experience with consideration given to the employees' expressed preferences.
4. If denied his/her preferred re-assignment, an employee will be notified in writing of non-selection within 14 days. Within 15 days of written notification of non-selection, an employee may request and will receive a written explanation by the supervisor to include the rationale for the denial of the re-assignment. Supervisors will provide the written response to the employee within 10 days of the employee request. Any employee who is re-assigned involuntarily will be provided a listing of resources available to the employee to help facilitate the re-assignment.
5. Supervisors shall inform employees of their assignments for the coming school year as soon as possible prior to the end of the school year. Such notice shall specify the building, grade level, subject area, and positions to which the unit member will be assigned.
6. If an assignment change becomes necessary during the summer months, the supervisor will contact the affected employee(s) to discuss the potential re-assignment and will consider the affected employee's preferences. The supervisor will notify the employee as soon as possible of any re-assignment decision. If the supervisor is unable to reach the employee by telephone, notification will be mailed to the employee's last known address.
7. An employee re-assigned to another grade/subject area or classroom at the work site within one week of the beginning of the school year or after the school year has begun, will be granted up to two (2) days of professional leave as determined by the supervisor to prepare for the new assignment.

E. Transfer Definitions

1. A transfer is the movement of an employee from one work site to another work site.
2. A transfer may include a change in job assignments, grade, or subject at the transfer work site.

F. Transfer Procedure

1. Certified Employee transfers are allowed at the end of each semester for posted positions. Exceptions to the semester requirement may be granted upon approval by the supervisors involved. Classified employee transfers are allowed at any time during the school year.

2. An employee desiring a transfer shall complete all information required on the "Request for Transfer" form, sign the request, obtain the signature of his/her supervisor if possible, or provide a copy to the supervisor, and submit the form to the Human Resources Department.
3. The Human Resources Department will forward all transfer requests to supervisors for posted positions at their work sites. An employee requesting a transfer shall be granted an interview if the employee meets the minimum qualifications for the posted position. District employees will be interviewed and considered before outside applicants are considered. District employees will be awarded up to five (5) additional points on the interview rating sheet in recognition of their service to the District based upon the following schedule:
 - 1-5 years: 1 Point
 - 6-10 years: 2 Points
 - 11-15 years: 3 Points
 - 16-20 years: 4 Points
 - 20 + years: 5 Points

The interview rating sheet will have a point range of 0-5 per interview question. Each candidate will be given the same number of questions. Out of district applicants will not receive any points for years of experience on the interview rating sheet.

In the selection process, the District will take into consideration the following criteria for internal applicants:

- a. Professional preparation and expertise required for instructional program or job classification
- b. Knowledge, skills, abilities, demonstrated work performance, and attendance history.

All candidates will be notified in writing as to the filling of the position within fourteen (14) days. Within fifteen (15) days of notification of non-selection, an employee may request and be provided a copy of their interview rating sheet. With the exception of points awarded for in-district service, scoring is not subject to grievance. (Employees are exempt from the fifteen (15) day requirement for interviews which were conducted between the dates of June 30, 2012 and *September 17, 2014*).

4. District "Request for Transfer" forms will be available at all work site locations, on the District web site, and from the Human Resources Department. **Employees must complete a separate "Request for**

Transfer" form for each posted position in which they are interested.

5. The employee may withdraw his/her "Request for Transfer" by submitting a written request to the Human Resources Department.
6. An employee may submit a letter of interest to a work site where a posted position does not exist, to inform the supervisor of the employee's interest in transferring to that location. However, when a posted position occurs, a specific "Request for Transfer" form must be completed and submitted to the supervisor at the work site.
7. The Superintendent reserves the right to transfer an employee based upon the needs of the District.
9. Transfers of an employee may occur outside the established procedures to make accommodations for employees with ADA issues. Such transfers may occur when the affected employee agrees to the transfer and when the affected position is at the same salary level.

G. Vacancy Postings

1. Notice of vacant positions shall include the minimum requirements, summary of job description, and the closing date, which is ten (10) calendar days following the posted date. The posting shall include any information regarding unique funding circumstances or other details which could affect the on-going status of the position.
2. Notice of vacancies at the end of the first semester will be made as such vacancies occur. Vacancies shall be posted on the District web site under the Human Resources Department Job Opportunities link. The Association President shall be provided a copy of each posting for positions within both the certified and classified units.
3. The Human Resources Department will identify and post known vacancies for the next school year by May 7th or the workday thereafter. Other vacancies that occur after May 7th will also be posted by the Human Resources Department.

H. Involuntary Transfer

1. An involuntary transfer becomes necessary when there is a change in the work site which results from loss of enrollment, elimination of program(s) and/or funding, grade-level requirements and needs, or District needs. An involuntary transfer is defined as a transfer without the express desire of the employee.
2. No employee will be transferred or reassigned arbitrarily, capriciously, or without rational basis.

3. If an involuntary transfer is necessary, the supervisor together with the Human Resources Department will:
 - a. request volunteers for reassignment from specific job assignment, grade level(s), subject area(s), or department(s) affected;
 - b. consider the qualifications of the employee; and
 - c. consider seniority (as defined in the Article for Reduction in Force) where employees with equal qualifications and experience are being considered.

The needs of the District will be the final determining factor.

4. The transfer of an employee will take into account the following factors including, but not limited to:
 - a. federal or state requirements;
 - b. reduction of staff due to declining enrollment;
 - c. certification/endorsements;
 - d. experience and instructional skills necessary for maintenance of instructional programs;
 - e. dissolution of instructional programs;
 - f. staffing as required by law;
 - g. best interests of the students; and
 - h. equivalence/comparability issues.
5. If an involuntary transfer appears necessary at the end of the school year, employees will be given the opportunity to indicate in writing the grade level, subject area, and work site(s) in order of preference within the employee's endorsements. The employee will be provided a list of all open positions within his/her qualifications. The employee will be given the opportunity to request the positions in order of preference. The District will make *every* effort to assign the employee accordingly. The new assignment will be equivalent and will not *involve* a reduction in pay.
6. If a particular site is to be closed, employees at that site shall be accorded first priority for filling any new or vacant position at the site

or sites to which the students at the closing site are being placed. Employees from the closed site also shall be accorded first priority in filling all vacancies that arise for which they have an appropriate credential.

7. An employee involuntarily transferred to a new work site within one (1) week of the beginning of the school year or after the school year has begun, will be given up to two (2) days of professional leave as determined by the supervisor to prepare for the new assignment.
8. Any employee who is involuntarily transferred will be provided assistance by his/her supervisor or designee to help the employee facilitate the reassignment.
9. Employees who marry are subject to involuntary transfer if the marriage would cause one employee to be directly or indirectly supervised by the other employee.

ARTICLE NINETEEN - Reduction in Force

- A. The term "reduction-in-force" (RIF) as used in this Agreement refers to reduction of employment status of any employee by the District due to loss of revenue, decreased enrollment, a decrease or revision of educational programs, and/or reduced number of educational facilities.
- B. The proper certification and qualification of staff to maintain a sound and balanced education program and environment shall be maintained pursuant to Educational Standards for New Mexico Schools, Public Education Department Rules and Regulations, and/or other authorities which are law or have the force of law to the District.
 1. Seniority, for the purposes of RIF, is defined as follows:
 - a. Years of continuous service in the District, based on contract for certified and classified staff. When a RIF is necessary and it affects employees within the bargaining unit, employees will be discharged or terminated in the reverse order of seniority within the job classification title affected.
 - b. Partial year of employment shall be prorated for certified and classified staff.
 - c. Half-time employment shall be prorated for all staff.
 - d. Leave of absence shall not be considered as interruptive of continuous service except that an individual on a leave of absence shall not accrue additional seniority while on such leave.

- e. A seniority list of personnel hired during the last three years, which can be extended as needed, shall be completed by the District and provided to the Association thirty (30) days prior to the implementation of RIF.
 - f. When seniority is equal, position on the seniority list shall be determined by drawing. The first person drawn will have the most seniority.
2. In the event the Superintendent deems it necessary to initiate a reduction in the bargaining-unit work force, the following conditions shall apply:
- a. Layoff
 - i. The Superintendent shall determine the number and the type of positions, by job description, to be affected by the RIF, taking into consideration what will have the least impact on the instructional program.
 - ii. Prior to initiating the RIF, the Superintendent will attempt to absorb the necessary reductions through attrition, transfers, non-renewal of temporary short-term employees, and hiring freezes.
 - iii. The District shall meet with the Association to discuss the implementation of the RIF plan. Such discussions will include the reason for the proposed action, the number of positions affected, and the financial impact on the District.
 - iv. In the event of a RIF, the Superintendent shall provide written notice to all affected employees. Any employee shall be notified in writing, or in person, at least thirty (30) days before the effective date of the layoff, except in cases of emergency. Such notice shall include date of layoff and reason for the action.
 - v. RIF shall be by inverse seniority.
 - b. Recall
 - i. A RIFed employee shall be considered to have recall status for a period of twenty-four (24) months.
 - ii. The Superintendent shall determine the number and types of positions, by job description, to be recalled.
 - iii. The Superintendent shall offer employment to a person on the recall list who qualifies for the position

and possesses the most seniority from those available.

- iv. Any employee selected for recall shall be given notice of the recall by certified mail to the last address provided to the District by the employee. Failure to accept the position in writing within fifteen (15) calendar days of the mailing shall constitute forfeiture by the recalled person of further rights under this provision.
- v. Any employee recalled within two (2) years shall not lose any seniority or unused sick leave held prior to having been subject to the RIF procedure.
- vi. If a RIFed employee has been recalled to a position other than that which the employee held immediately prior to being RIFed, the employee shall have the right to return to the position held at the time of the RIF if said position becomes open within twenty-four (24) months following the employee's recall. An employee must, at the time of return to employment, indicate in writing his/her desire to return to the position vacated.

ARTICLE TWENTY - No Strike / No Lockout Provisions

- A. Neither the Association nor any member of the bargaining unit shall engage in a strike. The Association shall not cause, instigate, encourage, or support a strike or walkout.
- B. The Board shall not cause, instigate, or engage in any lockout of employees.
- C. The Association may apply to the District Court for injunctive relief to end a lockout.
- D. The Board may apply to the District Court to end a strike.
- E. The Association may be decertified as the exclusive representative for the bargaining unit if the Association causes, instigates, encourages, or supports a strike or walkout.

ARTICLE TWENTY-ONE - Certified Salaries and Compensation

- A. See the following Salary Schedules (Appendices A - F)
- B. Salary Schedule Placement

1. Placement on the Certified Teacher Salary Schedule will be made on the basis of degree, credentials, and experience. A maximum of twenty-five (25) years of teaching experience (including out-of-district experience) will be credited on the salary schedule. FULL TIME teaching experience of at least one (1) full semester (90 days) in a school year will count as a full year of experience. No more than one (1) years' experience will be permitted during any given twelve (12) month period.
2. Credit for military service, to the nearest year, will be given on the schedule if the teacher taught or had completed teacher training immediately prior to military service and if the military service was directly related to instruction, not to exceed a total of seven (7) years.
3. Teacher placement on the salary schedule will be in compliance with the State of New Mexico Three-Tiered Licensure system.

C. Education and Experience

1. All advanced education completed after receipt of a Bachelor's or Master's degree will be credited on the salary schedule. Credit will not be given for correspondence courses or activity physical education courses. Degrees and courses offered on the Internet through accredited colleges will be accepted.
2. Semester hours must be earned at an accredited college or university. Quarter hours will be converted to semester hours.
3. October 1 is the deadline for verifying (via official transcript) completion of BA+15, BA+45, MA, MA+15, MA+45 or post MA (second Masters, Educational Specialist, or doctorate must represent 45 semester hours above the MA) for salary placement.
4. An official transcript is one sent from the college or university directly to the Human Resources Department.
5. Training and experience earned prior to the first day of school of the current academic school year and used for salary purposes must be properly verified by official transcripts and verifications of employment by October 1 of the current academic school year. Any such verification received after that time will be credited to the next year's salary. Late hires will be allowed six (6) weeks from date of hire in which to provide these documents.

D. Increments (Appendix L)

Additional pay will be provided to staff members for additional duties over and above those basic contractual obligations. The compensation received will be pro-rated based upon the actual service rendered. Non-athletic,

secondary school increments will be adjusted annually based on student population.

Stipends

Stipends paid with title monies will be paid at the rate of \$100.00/day, to be paid in 14 day increments. Stipends paid from grant funds will be distributed based on requirements specific to the actual grant.

E. Use of Private Vehicles

Certified Employees who may be required to use their own automobiles in the performance of their duties or are assigned to more than one (1) school per day will be reimbursed at the rate set by NMAC (New Mexico Administrative Code) 2.42.2.11.

F. Insurance

1. The District provides group health, dental, vision, long- and short-term disability, and voluntary life insurance coverage for all eligible employees.
2. The following percentages for group health, dental, vision, and long-term disability premiums with District specified companies will be paid by the Board:
 - a. 0 - \$14,999 = 80%
 - b. \$15,000 - \$19,999 = 75 %
 - c. \$20,000 - \$24,999 = 70%
 - d. \$25,000 or greater = 65%
3. The Board also pays 100% of a \$25,000 term life insurance policy for each full-time employee.

G. Flexible Spending Account and Cafeteria Plan

1. The District participates in Section 123 of the IRS Code by offering employees the Cafeteria Plan. The employee may select certain qualified benefits and reduce his/her taxable wages by the cost of these benefits, resulting in substantial tax savings. This tax savings can be in take-home pay or be used to purchase additional benefits.
2. Tax-deferred annuity in accordance with 403b, 457 is available through payroll deductions with specified agents.

H. Leave Buy Back

When an employee with a minimum of five (5) years of service to the District retires his/her position or passes away while eligible for retirement with the district, his/her accrued leave will be bought back by the district at a rate of \$50 per day up to 30 days.

ARTICLE TWENTY-TWO -Classified Salaries and Compensation

A. See the following Salary Schedules (Appendices G - K)

B. Salary Schedule Placement

1. **Custodial /Central Receiving /Groundskeeper /Maintenance**

An employee categorized as Custodian, or Central Receiving may be credited with two (2) years of prior experience upon initial employment if applicable to actual position. An employee must have worked at least six (6) months FULL TIME to be credited with one year of experience. An employee classified as M-2 will be placed on the schedule as determined by administrative evaluation of current license(s) and/or certification(s) held by the employee and applicable previous experience. A current copy of an individual's license and/or certificate must be on file in the Human Resources Department.

2. **Educational Assistants**

An employee may be credited with two (2) years of prior experience upon initial employment if applicable to actual position filled. An employee must have worked FULL TIME for at least one (1) full semester (90 days) in a school year to be credited with one (1) year of experience. Elementary PE Assistants with current teaching license may be credited with all full-time teaching experience (including out-of-district) up to the maximum number of years allowed on the salary schedule.

3. **Computer Technician**

Each employee will be placed on the schedule as determined by administrative evaluation of applicable previous experience.

C. Education and Experience

1. Completion of High School, GED, or advanced education from a college or university must be verified. An official transcript is one set from the college or university directly to the Human Resources Department.
2. Successful completion of an APS basic skills test may be accepted in place of a High School diploma of equivalency.
3. Training and experience earned prior to the first day of school of the current academic school year and used for salary purposes must be properly verified by official transcript and verifications of employment by October 1 of the current academic school year. Any such verification received after that time will be credited to the next year's salary. Late hires will be allowed six (6) weeks from the date of hire in which to provide these documents.

D. Insurance

1. The District provides group health, dental, vision, long- and short-term disability, and voluntary life insurance coverage for all eligible employees.
2. The following percentages for group health, dental, vision, and long-term disability premiums with District specified companies would be paid by the Board:
 - a. 0 - \$14,999 = 80%
 - b. \$ 15,000 - \$19,999 = 75 %
 - c. \$20,000 - \$24,999 = 70%
 - d. \$25,000 or greater = 65%
3. The Board also pays 100% of a \$25,000 term life insurance policy for each full-time employee.

E. Flexible Spending Account and Cafeteria Plan

1. The District participates in Section 123 of the IRS Code by offering employees the Cafeteria Plan. The employee may select certain qualified benefits and reduce his/her taxable wages by the cost of these benefits, resulting in substantial tax savings. This tax savings can be in take-home pay or be used to purchase additional benefits.
2. Tax-deferred annuity in accordance with 403b, 457 is available through payroll deductions with specified agents.

F. Increments (Appendix L)

Increments are paid for additional duties and responsibilities performed before or after an employee's regularly scheduled duty day. Increments are for work separate and apart from the employee's primary position. Non-athletic, secondary school increments will be adjusted annually based on student population.

Stipends

Stipends paid with title monies will be paid at the rate of \$100.00/day, to be paid in 14 day increments. Stipends paid from grant funds will be distributed based on requirements specific to the actual grant.

G. Use of Private Vehicles

Employees who may be required to use their own automobiles in the performance of their duties or are assigned to more than one (1) work site per day will be reimbursed at the rate set by NMAC (New Mexico Administrative Code) 2.42.2.11.

H. Leave Buy Back

When an employee with a minimum of five (5) years of service to the District retires his/her position or passes away while eligible for retirement with the district, his/her accrued leave will be bought back by the district at a rate of \$50 per day up to 30 days.

ARTICLE TWENTY-THREE - Agreement Control / Negotiations

A. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provisions of this Agreement shall be found contrary to law, such provisions shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void. In that event, the parties shall meet within fifteen (15) days after any such ruling for the purpose of renegotiating the provision affected.

B. In case of any conflict between the provisions of any Board or Association policy, the provisions of the Agreement shall control.

C. This Agreement and attachments thereto incorporate the entire understanding of the parties on all matters which were discussed during negotiations leading to this Agreement. No additional negotiation on this Agreement will be conducted on any item, whether contained herein or not,

except by mutual consent. The parties agree to adhere to the New Mexico Employee Bargaining Act.

- D. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties will establish negotiating procedures prior to the negotiation of a successor Agreement and shall have the necessary authority to make proposals, consider proposals, and enter into tentative agreements.
- E. The District and the Association agree to pay costs of printing every other year, the District in odd-numbered years and the Association in even-numbered years. Distributed size will be 10-point font or larger. The parties will determine the quantity and the method and means of distribution.

ARTICLE TWENTY-FOUR - Duration of Agreement

- A. Upon ratification by the parties, this Agreement shall become effective and may continue in effect until 11:59 p.m., June 30, 2019, June 30, 2020, June 30, 2021, June 30, 2022 or June 30, 2023. The District and Association agree to bargain only salaries/compensation and two openers each for school years 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023. Upon any state legislation or PED regulations, which substantially changes conditions of issues affecting the CBA, both parties agree to return to the table
- B. No later than March 15, 2019, or as agreed to by the parties, the parties shall begin negotiation on a replacement agreement. No later than March 15, 2020, or as agreed to by parties, the parties shall begin negotiations. No later than March 15, 2021, or as agreed to by parties, the parties shall begin negotiations. No later than March 15, 2022, or as agreed to by parties, the parties shall begin negotiations. No later than March 15, 2023, or as agreed to by parties, the parties shall begin negotiations.
- C. Should the parties fail to reach and ratify a replacement Agreement by 11:59 p.m., June 30, 2019, June 30, 2020, June 30, 2021, June 30, 2022 or June 30, 2023 the provisions of this agreement shall continue to apply until agreement and ratification occurs.

AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

Alamogordo Public Schools Board of Education

By: Timothy C Wolfe
Timothy Wolfe, President

Date: 8/21/2019

NEA-Alamogordo Association

By: Melanie Hallbeck
Melanie Hallbeck, President

Date: 8/21/2019

District Negotiating Team

Doyle Syling
Doyle Syling, Chief Spokesperson

Colleen Tagle
Tena Spitsberg
Debra Rottland
Lisa Patch

NEA-A Negotiating Team

Bethany Jarrell
Bethany Jarrell, Chief Spokesperson

Melanie Hallbeck
Joseph Salazar
Katrina Lester
Tracie Eitnienar

**Alamogordo Public Schools
Ancillary SLP, PT, OT, Diag. Salary Schedule 2019-2020**

Step	MA	MA+45
0	\$55,120	\$58,300
1	\$55,121	\$58,301
2	\$56,222	\$59,466
3	\$56,223	\$59,467
4	\$56,494	\$60,008
5	\$56,764	\$60,548
6	\$57,034	\$61,089
7	\$57,305	\$61,629
8	\$57,575	\$62,170
9	\$57,845	\$62,711
10	\$58,116	\$63,251
11	\$58,386	\$63,792
12	\$58,656	\$64,332
13	\$58,926	\$64,873
14	\$59,197	\$65,414
15	\$59,467	\$65,954
16	\$59,737	\$66,495
17	\$60,008	\$67,035
18	\$60,278	\$67,576
19	\$60,548	\$68,117
20	\$60,819	\$68,657
21	\$61,089	\$69,198
22	\$61,359	\$69,738
23	\$61,629	\$70,279
24	\$61,900	\$70,820
25	\$62,170	\$71,360

Based on 184 days
It does not reflect salaries that may be set for any other school year.
The above salary schedule is pending and subject to negotiations.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Ancillary Social Worker Salary Schedule 2019-20**

Step	BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$36,040	\$36,570	\$37,100	\$46,640	\$50,000	\$60,000
1	\$36,041	\$36,571	\$37,101	\$46,641	\$50,001	\$60,001
2	\$36,761	\$37,301	\$37,842	\$47,573	\$50,900	\$61,000
3	\$36,762	\$37,302	\$37,843	\$47,844	\$51,155	\$61,102
4	\$36,870	\$37,411	\$37,951	\$48,114	\$51,410	\$61,204
5	\$36,978	\$37,519	\$38,059	\$48,385	\$51,665	\$61,306
6	\$37,086	\$37,627	\$38,167	\$48,655	\$51,920	\$61,408
7	\$37,194	\$37,735	\$38,276	\$48,925	\$52,175	\$61,510
8	\$37,302	\$37,843	\$38,384	\$49,196	\$52,430	\$61,612
9	\$37,411	\$37,951	\$38,492	\$49,466	\$52,685	\$61,714
10	\$37,519	\$38,059	\$38,600	\$49,736	\$52,940	\$61,816
11	\$37,627	\$38,167	\$38,708	\$50,007	\$53,195	\$61,918
12	\$37,735	\$38,276	\$38,816	\$50,277	\$53,450	\$62,020
13	\$37,843	\$38,384	\$38,924	\$50,547	\$53,705	\$62,122
14	\$37,951	\$38,492	\$39,032	\$50,817	\$53,960	\$62,224
15	\$38,059	\$38,600	\$39,141	\$51,088	\$54,215	\$62,326
16	\$38,167	\$38,708	\$39,249	\$51,358	\$54,470	\$62,428
17	\$38,276	\$38,816	\$39,357	\$51,628	\$54,725	\$62,530
18	\$38,384	\$38,924	\$39,465	\$51,899	\$54,980	\$62,632
19	\$38,492	\$39,032	\$39,573	\$52,169	\$55,235	\$62,734
20	\$38,600	\$39,141	\$39,681	\$52,439	\$55,490	\$62,836
21	\$38,708	\$39,249	\$39,789	\$52,710	\$55,745	\$62,938
22	\$38,816	\$39,357	\$39,897	\$52,980	\$56,000	\$63,040
23	\$38,924	\$39,465	\$40,005	\$53,250	\$56,255	\$63,142
24	\$39,032	\$39,573	\$40,114	\$53,520	\$56,510	\$63,244
25	\$39,141	\$39,681	\$40,222	\$53,791	\$56,765	\$63,346

It does not reflect salaries that may be set for any other school year.
Based on 184 day contract, 7 hours per day

Board Approved: 5/15/2019

**Alamogordo Public Schools
Certified Instructors - Level I Salary Schedule for 2019-20**

Step	BA	BA +15	BA +45	MA	MA +15	MA +45
0	\$41,000	\$41,025	\$41,050	\$41,100	\$41,125	\$41,150
1	\$41,001	\$41,026	\$41,051	\$41,101	\$41,126	\$41,151
2	\$41,002	\$41,027	\$41,052	\$41,102	\$41,127	\$41,152
3	\$41,003	\$41,028	\$41,053	\$41,103	\$41,128	\$41,153
4	\$41,004	\$41,029	\$41,054	\$40,104	\$41,129	\$41,154
5	\$41,005	\$41,030	\$41,055	\$41,105	\$41,130	\$41,155

Based on a 184 day contract 7 hours per day

The above salary schedule is subject to and pending negotiations.

Board Approved: 5/15/2019

Alamogordo Public Schools
Certified Instructors-Level II Salary Schedul for 2019-20

Step	BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$0	\$0	\$0	\$0	\$0	\$0
2	\$0	\$0	\$0	\$0	\$0	\$0
3	\$50,000	\$50,100	\$50,200	\$50,300	\$50,600	\$51,100
4	\$50,001	\$50,200	\$50,300	\$50,400	\$50,700	\$51,200
5	\$50,002	\$50,300	\$50,400	\$50,500	\$50,800	\$51,300
6	\$50,003	\$50,400	\$50,500	\$50,600	\$50,900	\$51,400
7	\$50,004	\$50,500	\$50,600	\$50,700	\$51,000	\$51,500
8	\$50,005	\$50,600	\$50,700	\$50,800	\$50,100	\$51,600
9	\$50,006	\$50,700	\$50,800	\$50,900	\$51,200	\$51,700
10	\$55,007	\$50,800	\$50,900	\$51,000	\$51,300	\$51,800
11	\$50,008	\$51,702	\$51,018	\$51,118	\$52,418	\$52,918
12	\$50,701	\$51,860	\$51,118	\$51,218	\$52,518	\$53,018
13	\$50,859	\$51,960	\$51,218	\$51,318	\$52,618	\$53,118
14	\$51,018	\$52,176	\$51,318	\$51,812	\$53,112	\$53,612
15	\$51,176	\$52,336	\$51,654	\$51,912	\$53,212	\$53,712
16	\$51,336	\$52,495	\$51,812	\$52,131	\$53,431	\$53,931
17	\$51,495	\$52,595	\$51,972	\$52,231	\$53,531	\$54,031
18	\$51,654	\$52,812	\$52,072	\$52,331	\$53,766	\$54,131
19	\$51,812	\$52,972	\$52,289	\$52,607	\$53,907	\$54,407
20	\$51,972	\$53,072	\$52,448	\$52,707	\$54,007	\$54,507
21	\$52,131	\$53,231	\$52,548	\$52,925	\$54,225	\$54,725
22	\$52,289	\$53,389	\$52,648	\$53,084	\$54,384	\$54,884
23	\$52,448	\$53,548	\$52,748	\$53,184	\$54,484	\$54,984
24	\$52,607	\$53,707	\$52,848	\$53,284	\$54,584	\$55,084
25	\$52,766	\$53,866	\$52,948	\$53,384	\$54,784	\$55,184

Based on a 184 day contract 7 hours per day
The above salary schedule is subject to and pending negotiations.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Certified Instructors - Level III Salary Schedule for 2019-20**

Step	MA	MA+15	MA+45
0			
1			
2			
3			
4			
5			
6	\$60,000	\$60,100	\$60,300
7	\$60,001	\$60,101	\$60,301
8	\$60,002	\$60,102	\$60,302
9	\$60,003	\$60,103	\$60,303
10	\$60,004	\$60,104	\$60,304
11	\$60,005	\$60,150	\$60,305
12	\$60,006	\$60,106	\$60,306
13	\$60,007	\$60,107	\$60,307
14	\$60,008	\$60,108	\$60,308
15	\$60,009	\$60,109	\$60,309
16	\$60,010	\$60,110	\$60,310
17	\$60,125	\$60,442	\$60,510
18	\$60,282	\$60,510	\$60,710
19	\$60,442	\$60,759	\$60,910
20	\$60,600	\$60,910	\$61,393
21	\$60,759	\$61,110	\$61,510
22	\$60,918	\$61,310	\$61,713
23	\$61,077	\$61,510	\$61,870
24	\$61,235	\$61,710	\$61,910
25	\$61,396	\$61,910	\$62,190

Based on a 184 day contract 7 hours per day

The above salary schedule is subject to and pending negotiations.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Counselor Salary Schedule 2019-20**

Step	Level I	Level II	Level III
0	\$46,640	\$50,000	\$60,000
1	\$46,641	\$50,001	\$60,001
2	\$47,573	\$50,900	\$61,000
3	\$47,843	\$51,155	\$61,102
4	\$48,113	\$51,410	\$61,204
5	\$48,384	\$51,665	\$61,306
6	\$48,654	\$51,920	\$61,408
7	\$48,924	\$52,175	\$61,510
8	\$49,195	\$52,430	\$61,612
9	\$49,465	\$52,685	\$61,714
10	\$49,735	\$52,940	\$61,816
11	\$50,006	\$53,195	\$61,918
12	\$50,276	\$53,450	\$62,020
13	\$50,546	\$53,705	\$62,122
14	\$50,816	\$53,960	\$62,224
15	\$51,087	\$54,215	\$62,326
16	\$51,357	\$54,470	\$62,428
17	\$51,627	\$54,725	\$62,530
18	\$51,898	\$54,980	\$62,632
19	\$52,168	\$55,235	\$62,734
20	\$52,438	\$55,490	\$62,836
21	\$52,709	\$55,745	\$62,938
22	\$52,979	\$56,000	\$63,040
23	\$53,249	\$56,255	\$63,142
24	\$53,519	\$56,510	\$63,244
25	\$53,790	\$56,765	\$63,346

The above salary schedule is pending and subject to negotiations.
It does not reflect salaries that may be set for any other school year.

Based on 184 day contract. 7 hours per day

Board Approved: 5/15/2019

**Alamogordo Public Schools
Nurses Salary Schedule for School Year 2019-20**

Step	RN	RN-BS	RN-MS
0	\$41,000	\$50,000	\$60,000
1	\$41,001	\$50,001	\$60,001
2	\$41,680	\$50,500	\$60,750
3	\$41,935	\$51,370	\$61,685
4	\$42,190	\$51,880	\$61,940
5	\$42,445	\$52,390	\$62,195
6	\$42,700	\$52,900	\$62,450
7	\$42,955	\$53,410	\$62,705
8	\$43,210	\$53,920	\$62,960
9	\$43,465	\$54,430	\$63,215
10	\$43,720	\$54,940	\$63,470
11	\$43,975	\$55,450	\$63,725
12	\$44,230	\$55,960	\$63,980
13	\$44,485	\$56,470	\$64,235
14	\$44,740	\$56,980	\$64,490
15	\$44,995	\$57,490	\$65,000
16	\$45,250	\$58,000	\$65,510
17	\$45,505	\$58,510	\$66,020
18	\$45,760	\$59,020	\$66,530
19	\$46,015	\$59,530	\$67,040
20	\$46,270	\$60,040	\$67,550
21	\$46,525	\$61,550	\$68,060
22	\$46,780	\$62,060	\$68,570
23	\$47,035	\$62,570	\$69,080
24	\$47,290	\$63,080	\$69,590
25	\$47,545	\$63,590	\$70,100

Based on 184 Days

Board Approved: 5/15/2019

**Alamogordo Public Schools
School Psychologist Salary Schedule 2019-20**

Step	Level 1	Level 2	Level 3
0	\$61,480	\$65,720	\$66,780
1	\$61,481	\$65,721	\$66,781
2	\$62,710	\$67,034	\$68,116
3	\$62,980	\$67,305	\$68,386
4	\$63,250	\$67,575	\$68,656
5	\$63,521	\$67,845	\$68,927
6	\$63,791	\$68,116	\$69,197
7	\$64,061	\$68,386	\$69,467
8	\$64,331	\$68,656	\$69,737
9	\$64,602	\$68,927	\$70,008
10	\$64,872	\$69,197	\$70,278
11	\$65,142	\$69,467	\$70,548
12	\$65,413	\$69,737	\$70,819
13	\$65,683	\$70,008	\$71,089
14	\$65,953	\$70,278	\$71,359
15	\$66,224	\$70,548	\$71,630
16	\$66,494	\$70,819	\$71,900
17	\$66,764	\$71,089	\$72,170
18	\$67,034	\$71,359	\$72,440
19	\$67,305	\$71,630	\$72,711
20	\$67,575	\$71,900	\$72,981
21	\$67,845	\$72,170	\$73,251
22	\$68,116	\$72,440	\$73,522
23	\$68,386	\$72,711	\$73,792
24	\$68,656	\$72,981	\$74,062
25	\$68,927	\$73,251	\$74,333

Based on a 202 day contract

It does not reflect salaries that may be set for any other school year.

The above salary schedule is pending and subject to negotiations.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Ancillary COTA & PTA Salary Schedule 2019-20**

Step	Level 1	Level 2 & 3
0	\$37,100	
1	\$37,101	
2	\$37,842	
3	\$37,843	\$47,700
4	\$38,384	\$47,701
5	\$38,924	\$48,654
6	\$39,465	\$48,655
7	\$40,005	\$48,925
8	\$42,168	\$49,196
9	\$42,708	\$49,466
10	\$43,249	\$49,736
11	\$43,790	\$50,007
12	\$44,330	\$50,277
13	\$46,493	\$50,547
14	\$47,033	\$50,817
15	\$47,574	\$51,088
16	\$48,114	\$51,358
17	\$48,655	\$51,628
18	\$50,817	\$51,899
19	\$51,088	\$52,169
20	\$51,358	\$52,439
21	\$51,628	\$52,710
22	\$51,899	\$52,980
23	\$52,169	\$53,250
24	\$52,439	\$53,520
25	\$52,710	\$53,791

Based on 184 day contract. 7 hours per day
The above salary schedule is pending and subject to negotiations.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Classified Office Personnel Salary Schedule 2019-20**

Step	Level I	Educ.	Level II	Educ.	Level III	Educ.
0	\$10.60	\$10.90	\$11.13	\$11.43	\$11.66	\$11.96
1	\$10.60	\$10.90	\$11.13	\$11.43	\$11.66	\$11.96
2	\$10.81	\$11.11	\$11.35	\$11.65	\$11.89	\$12.19
3	\$10.81	\$11.11	\$11.35	\$11.65	\$11.89	\$12.19
4	\$10.81	\$11.11	\$11.35	\$11.65	\$11.89	\$12.19
5	\$11.08	\$11.38	\$11.62	\$11.92	\$12.16	\$12.46
6	\$11.35	\$11.65	\$11.89	\$12.19	\$12.43	\$12.73
7	\$11.62	\$11.92	\$12.16	\$12.46	\$12.70	\$13.00
8	\$11.89	\$12.19	\$12.43	\$12.73	\$12.97	\$13.27
9	\$12.16	\$12.46	\$12.70	\$13.00	\$13.24	\$13.54
10	\$12.43	\$12.73	\$12.97	\$13.27	\$13.52	\$13.82
11	\$12.70	\$13.00	\$13.28	\$13.58	\$13.79	\$14.09
12	\$12.97	\$13.27	\$13.60	\$13.90	\$14.06	\$14.36
13	\$13.24	\$13.54	\$14.06	\$14.36	\$14.33	\$14.63
14	\$13.52	\$13.82	\$14.33	\$14.63	\$14.60	\$14.90
15	\$13.79	\$14.09	\$14.60	\$14.90	\$14.90	\$15.20
16	\$14.06	\$14.36	\$14.87	\$15.17	\$15.41	\$15.71
17	\$14.33	\$14.63	\$15.17	\$15.47	\$15.68	\$15.98
18	\$14.60	\$14.90	\$15.49	\$15.79	\$15.95	\$16.25
19	\$14.87	\$15.17	\$15.81	\$16.11	\$16.23	\$16.53
20	\$15.14	\$15.44	\$16.22	\$16.52	\$16.76	\$17.06
21	\$15.68	\$15.98	\$16.49	\$16.79	\$17.03	\$17.33
22	\$15.95	\$16.25	\$16.76	\$17.06	\$17.30	\$17.60
23	\$16.22	\$16.52	\$17.06	\$17.36	\$17.57	\$17.87
24	\$16.49	\$16.79	\$17.39	\$17.69	\$18.11	\$18.41
25	\$16.76	\$17.06	\$17.70	\$18.00	\$18.38	\$18.68
<i>COPs having an Associate Degree or 60+ hours of college credits will be paid from the Educ. column associated with their compensation level.</i>	Receptionist/Attend. Sec. HS Bookkeepers HS Bookstore HS Data Management HR Records Manager Maintenance Complex Sec. Graphics Assistant Registrar/Guidance Sec. Asst. Principals' Sec.		Elem/MS School Secretaries Asst. Athletics Secretary AdS Secretary SNS Operations Asst		B&F Department Admin Assistants HR Personnel Support Benefits Specialist HR Substitute Secretary Quality Control/Summer Coord. Truancy Liaison Teaching & Learning Receptionist SPED Bookkeeper Medicaid Bookkeeper AHS Principal Sec. St. Assessment Facilitator	SNS

The above salary schedule is pending and subject to negotiations.
It does not reflect salaries that may be set for any other school year.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Computer Technician Salary Schedules 2019-20**

Step	
0	\$17.23
1	\$17.23
2	\$17.57
3	\$17.84
4	\$18.11
5	\$18.38
6	\$18.65
7	\$18.92
8	\$19.19
9	\$19.46
10	\$19.73
11	\$20.00
12	\$20.27
13	\$20.54
14	\$20.81
15	\$21.08
16	\$21.35
17	\$21.62
18	\$21.89
19	\$22.16
20	\$22.43
21	\$22.71
22	\$22.98
23	\$23.25
24	\$23.52
25	\$23.79
26	\$24.06

The above salary schedule is pending and subject to negotiations.
It does not reflect salaries that may be set for any other school year.

Board Approved: 5/15/2019

Alamogordo Public Schools
Custodian, Central Receiving, and Maintenance Salary Schedule 2019-20

Step	Custodians/CR (M-1)	Maintenance (M-2)
		Licensed/Certified
0	\$9.59	\$13.80
1	\$9.59	\$13.80
2	\$9.78	\$14.08
3	\$9.78	\$14.08
4	\$9.78	\$14.08
5	\$10.06	\$14.08
6	\$10.06	\$14.50
7	\$10.33	\$14.84
8	\$10.60	\$15.18
9	\$10.87	\$15.29
10	\$11.15	\$15.58
11	\$11.41	\$15.98
12	\$11.68	\$16.38
13	\$11.95	\$16.78
14	\$12.22	\$17.18
15	\$12.49	\$17.58
16	\$12.76	\$17.98
17	\$13.03	\$18.39
18	\$13.30	\$18.79
19	\$13.57	\$19.17
20	\$13.84	\$19.58
21	\$14.11	\$19.98
22	\$14.38	\$20.38
23	\$14.65	\$20.78
24	\$14.92	\$21.18
25	\$15.19	\$21.58

Head Custodians are paid an additional \$.30/ hour for supervising up to 9 employees and \$.50/ hour for supervising 10 or more employees.

Personnel working between the hours of 7:00 pm and 7:00 am will receive an additional \$.75 per hour as a night differential.

Board Approved: 5/15/2019

Alamogordo Public Schools
Educational Assistant and Security Liaison Salary Schedule 2019-20

Step	EA
0	\$11.40
1	\$11.40
2	\$11.62
3	\$11.62
4	\$11.89
5	\$12.16
6	\$12.43
7	\$12.70
8	\$12.97
9	\$13.24
10	\$13.52
11	\$13.79
12	\$14.06
13	\$14.33
14	\$14.60
15	\$14.87
16	\$15.14
17	\$15.41
18	\$15.68
19	\$15.95
20	\$16.22
21	\$16.49
22	\$16.76
23	\$17.03
24	\$17.30
25	\$17.57

Base hourly wage reflects 7 hours per day for 184 days
The above salary schedule is pending and subject to negotiations.
It does not reflect salaries that may be set for any other school year.

SPED Low-Incidence Educational Assistants will receive an additional \$0.25 per hour during their assignment to these positions.

Board Approved: 5/15/2019

**Alamogordo Public Schools
Student Nutrition Salary Schedule 2019-20**

Step	SN-1	SN-1 Cert.
0	\$9.05	\$9.45
1	\$9.05	\$9.45
2	\$9.23	\$9.63
3	\$9.23	\$9.63
4	\$9.23	\$9.63
5	\$9.23	\$9.63
6	\$9.48	\$9.88
7	\$9.56	\$9.96
8	\$9.56	\$9.96
9	\$9.56	\$9.96
10	\$9.57	\$9.97
11	\$9.58	\$9.98
12	\$9.60	\$10.00
13	\$9.83	\$10.23
14	\$10.02	\$10.42
15	\$10.24	\$10.64
16	\$10.43	\$10.83
17	\$10.65	\$11.05
18	\$10.86	\$11.26
19	\$11.06	\$11.46
20	\$11.28	\$11.68
21	\$11.48	\$11.88
22	\$11.69	\$12.09
23	\$11.89	\$12.29
24	\$12.11	\$12.51
25	\$12.31	\$12.71

The above salary schedule is pending and subject to negotiations.
It does not reflect salaries that may be set for any other school year.

Board Approved: 5/15/2019

ATHLETIC INCREMENTS 2019/2020 SCHOOL YEAR

Program	Boys/Girls	Grade	Title		Increment
Athletic Training	Both	9 - 12	Head Trainer	AHS	\$12,645.00
Baseball	Boys	Varsity	Head Coach	AHS	\$5,000.00
Baseball	Boys	Varsity	Assistant Coach	AHS	\$2,059.00
Baseball	Boys	JV	Head Coach	AHS	\$1,968.00
Baseball	Boys	JV	Assistant Coach	AHS	\$1,968.00
Baseball	Boys	9	Head Coach	AHS	\$1,807.00
Baseball	Boys	9	Assistant Coach	AHS	\$1,807.00
Basketball	Boys	Varsity	Head Coach	AHS	\$12,645.00
Basketball	Boys	Varsity	Assistant Coach	AHS	\$4,758.00
Basketball	Boys	JV	Head Coach	AHS	\$3,301.00
Basketball	Boys	9	Head Coach	AHS	\$3,190.00
Basketball	Boys	8	Head Coach	CMS	\$1,197.00
Basketball	Boys	7	Head Coach	CMS	\$1,197.00
Basketball	Boys	8	Head Coach	HMS	\$1,197.00
Basketball	Boys	7	Head Coach	HMS	\$1,197.00
Basketball	Boys	8	Head Coach	MMS	\$1,197.00
Basketball	Boys	7	Head Coach	MMS	\$1,197.00
Basketball	Girls	Varsity	Head Coach	AHS	\$12,645.00
Basketball	Girls	Varsity	Assistant Coach	AHS	\$4,758.00
Basketball	Girls	JV	Head Coach	AHS	\$3,301.00
Basketball	Girls	9	Head Coach	AHS	\$3,190.00
Basketball	Girls	8	Head Coach	CMS	\$1,197.00
Basketball	Girls	7	Head Coach	CMS	\$1,197.00
Basketball	Girls	8	Head Coach	HMS	\$1,197.00
Basketball	Girls	7	Head Coach	HMS	\$1,197.00
Basketball	Girls	8	Head Coach	MMS	\$1,197.00
Basketball	Girls	7	Head Coach	MMS	\$1,197.00
Cheerleading	Girls	Varsity	Head Coach	AHS	\$4,800.00
Cheerleading	Girls	JV	Head Coach	AHS	\$1,611.00
Cheerleading	Girls	9	Head Coach	AHS	\$1,611.00
Cheerleading	Girls	7/8	Head Coach	CMS	\$1,611.00
Cheerleading	Girls	7/8	Head Coach	MMS	\$1,611.00
Cross Country	Both	Varsity	Head Coach	AHS	\$4,027.00
Cross Country	Both	Varsity	Assistant Coach	AHS	\$1,611.00
Football	Boys	Varsity	Head Coach	AHS	\$12,645.00
Football	Boys	Varsity	Assistant Coach	AHS	\$5,642.00
Football	Boys	Varsity	Assistant Coach	AHS	\$3,430.00
Football	Boys	Varsity	Assistant Coach	AHS	\$3,352.00
Football	Boys	Varsity	Assistant Coach	AHS	\$2,609.00
Football	Boys	Varsity	Assistant Coach	AHS	\$3,319.00
Football	Boys	Varsity	Assistant Coach	AHS	\$3,007.00
Football	Boys	JV	Head Coach	AHS	\$2,232.00
Football	Boys	9	Assistant Coach	AHS	\$1,659.00
Football	Boys	9	Assistant Coach	AHS	\$1,659.00

ATHLETIC INCREMENTS 2019/2020 SCHOOL YEAR

Program	Boys/Girls	Grade	Title		Increment
Golf	Both	Varsity	Head Coach	AHS	\$4,564.00
Golf	Both	Varsity	Assistant Coach	AHS	\$1,595.00
Soccer	Boys	Varsity	Head Coach	AHS	\$5,000.00
Soccer	Boys	Varsity	Assistant Coach	AHS	\$1,595.00
Soccer	Boys	JV	Head Coach	AHS	\$1,064.00
Soccer	Girls	Varsity	Head Coach	AHS	\$5,000.00
Soccer	Girls	Varsity	Assistant Coach	AHS	\$1,595.00
Soccer	Girls	JV	Head Coach	AHS	\$1,064.00
Softball	Girls	Varsity	Head Coach	AHS	\$5,000.00
Softball	Girls	Varsity	Assistant Coach	AHS	\$2,059.00
Softball	Girls	JV	Head Coach	AHS	\$1,968.00
Softball	Girls	JV	Assistant Coach	AHS	\$1,968.00
Softball	Girls	9	Head Coach	AHS	\$1,807.00
Softball	Girls	9	Assistant Coach	AHS	\$1,807.00
Swimming	Both	Varsity	Head Coach	AHS	\$4,500.00
Swimming	Both	Varsity	Assistant Coach	AHS	\$1,611.00
Tennis	Both	Varsity	Head Coach	AHS	\$4,296.00
Tennis	Both	Varsity	Assistant Coach	AHS	\$1,595.00
Track	Boys	Varsity	Head Coach	AHS	\$5,000.00
Track	Boys	Varsity	Assistant Coach	AHS	\$2,158.00
Track	Boys	Varsity	Assistant Coach	AHS	\$1,945.00
Track	Boys	Varsity	Assistant Coach	AHS	\$1,945.00
Track	Boys	Varsity	Assistant Coach	AHS	\$1,945.00
Track	Boys	7/8	Head Coach	CMS	\$1,823.00
Track	Boys	7/8	Assistant Coach	CMS	\$1,580.00
Track	Boys	8	Head Coach	HMS	\$1,823.00
Track	Boys	7	Assistant Coach	HMS	\$1,580.00
Track	Boys	7/8	Head Coach	MMS	\$1,823.00
Track	Boys	7/8	Assistant Coach	MMS	\$1,580.00
Track	Girls	Varsity	Head Coach	AHS	\$5,000.00
Track	Girls	Varsity	Assistant Coach	AHS	\$2,158.00
Track	Girls	Varsity	Assistant Coach	AHS	\$1,945.00
Track	Girls	Varsity	Assistant Coach	AHS	\$1,945.00
Track	Girls	Varsity	Assistant Coach	AHS	\$1,945.00
Track	Girls	7/8	Head Coach	CMS	\$1,823.00
Track	Girls	7/8	Assistant Coach	CMS	\$1,580.00
Track	Girls	7/8	Head Coach	HMS	\$1,823.00
Track	Girls	7/8	Assistant Coach	HMS	\$1,580.00
Track	Girls	7/8	Head Coach	MMS	\$1,823.00
Track	Girls	7/8	Assistant Coach	MMS	\$1,580.00
Volleyball	Girls	Varsity	Head Coach	AHS	\$12,645.00
Volleyball	Girls	JV	Head Coach	AHS	\$4,758.00
Volleyball	Girls	9	Head Coach	AHS	\$1,700.00

Increment Information (Operational Budget)		Music
Position Title	Increment Amount	
Elementary Music	\$1,749.00	
Head Band AHS	\$10,252.00	
Asst. Band AHS	\$5,000.00	
Middle School Band	\$1,000.00	
Middle School Chior	\$484.00	
Middle School Music	\$1,000.00	
Denartment Chair/Head Choir AHS	\$4,500.00	
TOTAL:	\$23,985.00	

Increment Information (Operational Budget) AHS	
Position Title	Increment Amount
Department Chair: Art	\$975.00
Department Chair: CTE	\$975.00
Department Chair: SPED	\$975.00
Department Chair: Language Arts	\$975.00
Department Chair: Math	\$975.00
Department Chair: Physical Education	\$975.00
Department Chair: Science	\$975.00
Department Chair: Social Studies	\$975.00
Department Chair: Foreign Language	\$975.00
Department Chair JROTC	\$975.00
Duty Free Lunch	\$1,365.00
Duty Free Lunch	\$1,365.00
Duty Free Lunch	\$1,365.00
Duty Free Lunch	\$1,365.00
Duty Free Lunch Cafeteria	\$1,365.00
Duty Free Lunch Upstairs	\$1,365.00
Duty Free Lunch: Lunch Detention	\$1,170.00
Duty Free Lunch: Lunch Detention	\$1,170.00
Weekend Duty	\$1,090.00
Freshman Class Sponsor	\$980.00
Yearbook Sponsor	\$2,160.00
Chess Club Sponsor	\$200.00
FFA Sponsor	\$475.00
FCCLA Restaurant Management Sponsor	\$475.00
FCCLA Sponsor	\$475.00
Junior Class Sponsor	\$980.00
National Honor Society Sponsor	\$600.00
Senior Class Sponsor	\$980.00
Student Council Sponsor	\$1,326.00
Stater's Club Sponsor	\$475.00
Sophomore Class Sponsor	\$980.00
Kev Club Sponsor	\$475.00
Interact Club Sponsor	\$475.00
Carl Perkins Liaison	\$1,900.00
Science Club	\$475.00
Dager Club	\$475.00
HOSA Club Sponsor	\$475.00
After School Tutoring Teacher	\$25 per hour
Summer School Credit Recovery Teacher	\$25 per hour
Summer School Credit Recovery Teacher	\$25 per hour
Drivers Education Teacher	\$25 per hour
Drivers Education Teacher	\$25 per hour
Drivers Education Teacher	\$25 per hour
Drivers Education Teacher	\$25 per hour
Drivers Education Teacher	\$25 per hour
TOTAL	\$35,751.00

Increment Information (Operational Budget) ADS	
Position Title	Increment Amount
Test Coordinator Assistant	\$400.00
SAT/504 Coordinator	\$800.00
Lead Teacher	\$800.00
Senior Sponsor	\$800.00
SO/JR Sponsor	\$800.00
Lunch Detention	\$260.00
STEM(MESA)	\$500.00
Yearbook Sponsor	\$500.00
TOTAL	\$4,860.00

Increment Information (Operational Budget) CMS	
Position Title	Increment Amount
Lead Student Council	\$1,000.00
Assistant Student Council	\$500.00
Spelling Bee Sponsor	\$300.00
Writing Fair Rep	\$300.00
National Junior Honor Society	\$500.00
Top Cats After School Rep	\$500.00
Bengals After School Rep	\$500.00
Tiger Cubs After School Rep	\$500.00
Achievers After School Rep	\$500.00
Frogs After School Rep	\$500.00
Parrots After School Rep	\$500.00
Top Cats Team Leader	\$1,298.00
Bengals Team Leader	\$1,298.00
Achievers Team Leader	\$1,298.00
Tiger Cubs Team Leader	\$1,298.00
Frogs Team Leader	\$1,298.00
Parrots Team Leader	\$1,298.00
Elective Team Leader	\$1,299.00
P.E. Team Leader	\$1,298.00
SPED Team Leader	\$1,298.00
Academic Parent Night	\$500.00
Public Relations	\$300.00
TOTAL	\$18,083.00

Increment Information (Operational Budget) MVMS	
Position Title	Increment Amount
Team Leader 6th	\$1,299.00
Team Leader 7th	\$1,299.00
Team Leader 8th	\$1,299.00
Elective Leader	\$1,299.00
SPED Leader	\$1,299.00
Math Department Head	\$1,299.00
English Department Head	\$1,299.00
History Department Head	\$1,299.00
Science Department Head	\$1,299.00
PBIS Sponsor Chair	\$1,299.00
SAT Chair	\$1,000.00
504 Chair	\$1,000.00
Yearbook	\$550.00
Spelling Bee	\$300.00
NJHS	\$500.00
Student Council	\$1,000.00
Geography Bee	\$300.00
Writing Fair	\$300.00
PTAC Sponsor	\$400.00
Athletic Coordinator	\$550.00
Chess Club Sponsor	\$300.00
World Club Sponsor	\$300.00
Technology Chair	\$300.00
Asst. STUCO	\$500.00
TOTAL	\$20,290.00

Increment Information (Operational Budget) HMS	
Position Title	Increment Amount
Veteran's Day Coordinator	\$100.00
Science Discovery Sponsor	\$100.00
National History Day	\$300.00
NJH Sponsor	\$235.00
Field Trip Coordinator	\$211.00
Science Discovery Sponsor	\$150.00
Sci/SS Team Leader	\$440.00
SAT Coordinator	\$440.00
Journalism Sponsor/Writer's Fair Sponsor	\$140.00
STUCO	\$440.00
Study Hall/Tutoring	\$100.00
Study Hall/Tutoring	\$100.00
Study Hall/Tutoring	\$100.00
Study Hall/Tutoring	\$100.00
Study Hall/Tutoring	\$100.00
Team Leader English/LA	\$440.00
Team Leader Related Arts	\$440.00
Team Leader Math	\$440.00
Yearbook Sponsor	\$321.00
Social Coordinator	\$120.00
TOTAL	\$4,817.00

Increment Information (Operational Budget) MESA	
Position Title	Increment Amount
HMS	\$2,000.00
HMS	\$2,000.00
CMS	\$2,000.00
AHS	\$2,000.00
MVMS	\$2,000.00
MVMS	\$2,000.00
TOTAL	\$12,000.00



