### **APPENDIX I.1** MEMORANDUM OF UNDERSTANDING **PROFESSIONAL DEVELOPMENT DAYS AND TEACHER PREPARATION DAY**

For the 2016/17 School Year, the parties agree to a continuation of district-wide and site-based professional development and teacher preparation. Note: Schools are free to interchange the focus of each of the days listed below based on consensus achieved through the site's instructional council. Please keep in mind that PD for specialized role groups will be August 9<sup>th</sup> for traditional calendars and July 18<sup>th</sup> for alternative calendars.

### **First Semester Alternative Calendar**

Friday, July 15th Registration/Orientation Monday, July 18th Registration/Orientation or District Defined Professional Development Tuesday, July 19th Registration/Orientation or District Defined Professional Development Wednesday, July 20th Teacher Preparation day Thursday, July 21st First day of classes for Students

# **Traditional Calendar**

Friday, August 5th Registration/Orientation Monday, August 8th Registration/Orientation or District Defined Professional Development Tuesday, August 9th Registration/Orientation or District Defined Professional Development Wednesday, August 10th Teacher Preparation day Thursday, August 11th First day of classes for Students

October 6<sup>th</sup> is designated for Site Defined Development Day (formerly known as the 184th Day) The focus for District Defined Professional Development in SY 2016-2017 will be the 3 strands of Differentiated Instruction, Leadership and Data.

# Second Semester Traditional Calendar and Alternative Calendar

Tuesday, January 3rd--2/3 of day spent on site-based PD and 1/3 of day for teacher preparation

Separate Role Group PD will be provided on August 9th (July 18<sup>th</sup> for alternative calendars)

- Audiologists
- School Psychologists •
- Librarians
- Nurses ٠
- PE Teachers •
- Fine Arts Teachers (all levels)
- Access Teachers ٠
- **SLPs**
- OTs and PTs,
- Pre-School Special Ed Teachers •

- - APE Teachers
  - Autism Specific Teachers
  - Social Workers
  - **Transition Specialists**
  - **IEP** Specialists
  - ED teachers
  - **ISP** teachers •
  - FSP teachers •
  - Head teachers\*

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

# APS/ATF Agreements for Ratification 2016-2017

## **APPENDIX B** 2016-2017 CLASS SIZE REQUIREMENTS **CONTINUATION OF WAIVER ON CLASS SIZE REQUIREMENTS FOR SY 2016-2017**

Due to ongoing budgetary constraints and insufficient funding by the state to meet statutory class size limits, the parties agree that for School Year 2016-2017 class size limits may exceed those established in statute, and identified in Article 15.C. of the negotiated agreement, by up to 5% (see Table 1 below) as allowed per waiver issued by NM Secretary of Education.

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

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

Table 2 Dro Waiyor Statutory Class Size Limits

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

All changed language in each article of the Negotiated Agreement is as follows: Strikeout/yellow=deleted

Underlined/green=new wording

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

# F. Responsibility Differentials

- 1. Student Assistance Team (SAT) Chair
  - a. The purpose of the SAT Team is to provide to teachers the assistance they need to provide interventions for their students. Teachers should use the SAT process for ideas, guidance and help in documentation. The SAT Chair:
    - 1.) Directs the activities of the team.
    - 2.) Receives referrals to SAT.
    - 3.) Convenes SAT meetings.
    - 4.) Sees that the decision is implemented.
    - 5.) Ensures that timely follow up is done.
    - 6.) Is responsible for seeing that the SAT team decision is implemented, proper documentation and data collection is maintained, and that timely follow-up is done.
    - 7.) Is responsible for seeing that the purpose of the SAT is met and that each aspect—identifying the challenge and student strengths developing the intervention plan, and assessing the probable effectiveness of the interventions—is addressed and given the appropriate time and consideration.
    - 8.) Obtains staff training on the SAT process, including understanding cultural, language, and socioeconomic differences that may be misidentified as problems.
    - 9.) Manages the SAT documentation.
    - 10.)Keeps the calendar of SAT meetings.
    - 11.)Notifies parents and follows up with parent forms.
    - 12.)Follows up with health screenings.
    - 13.) Manages observations.
    - 14.)Keeps SAT packets and makes sure they are complete.
    - 15.)Turns completed packets in to diagnosticians if testing is warranted.
  - Election/Selection Procedure for SAT Chair: Election/Selection procedures for choosing all Teachers
    Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections
    take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each
    team shall agree to choose Teacher Leaders in one of the following manners:
    - 1.) Leaders shall be elected by the constituents they are elected to serve.
    - 2.) Members of the constituency shall select two (2) or more persons and submit names to principal who shall choose a leader from that list.
  - c. Term of Office
    - 1.) Teacher Leaders shall serve for a period of two (2) years.
    - 2.) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
  - d. Differentials for Student Assistance Team Chair is \$2,000. are as follows:
    - 1.) <u>\$2,000 at all comprehensive high schools and alternative high schools.</u>
    - 2.) <u>A .1 FTE in all middle and elementary schools.</u>

# **Article 12, EVALUATION PROCEDURES**

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

- Prior to a scheduled observation, the teacher may request that the administrator return at another time. If the request cannot be honored, the teacher may place a statement to that effect with the observation form.
   a. Teachers have the right to request an alternative observer from the New Mexico Public Education Department for one (1) of the two (2) formal observations. The request for an alternative observer shall not be unreasonably denied.
- 3. There will be a minimum of one (1) pre-observation conference, observation and post observation conference during each school year the teacher is being observed. Within four (4) weeks of the pre-observation conference, an observation and a post-observation conference will be held. The post-observation conference will occur within five (5) calendar days of the scheduled observation(s).
- 4. Written feedback will be provided within ten (10) calendar days.
- 5. A teacher may request a post-observation conference at any time.
- 6. All observations will be documented, reviewed and signed by the evaluator and the teacher. If additional observations have occurred and been documented, the teacher shall receive copies of such documentation.
- 7. Prior to the last day of the school year, the principal and the teacher shall review, complete and sign the appropriate documentation to complete the observation cycle. The teacher shall have the opportunity to provide written comments. The completed report including the Professional Development Plan and any attachments shall be submitted to the Department of Human Resources for inclusion in the teacher's personnel file. The teacher's signature shall constitute acknowledgement that the teacher has read and understood the observation report.

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

- 7. Compensation
  - a. A teacher who is contracted to teach during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid two-tenths (.2) of the individual teacher's contractual salary for each class taught. If a teacher is contracted to teach during the negotiated preparation period from the first day of classes of the school year, the two-tenths (.2) payment for each class taught shall include all the days that the teacher is contracted to work. Otherwise, compensation for the extra class(es) taught shall commence effective the first day the classes are taught.
  - b. School administrations shall establish and publish in the staff handbook the process and policies that will be followed when selecting teachers to teach during negotiated preparation periods. Such information shall include specifics regarding notification of the class(es) and class(es) period(s) to be taught, deadlines for the expression of interest in teaching the class(es) and the interviewing and/or alternative selection process to be used.
  - c. A teacher, who on an occasional basis, teaches during the negotiated preparation period or whose teaching duties otherwise result in an extension of the duty day as established in the Agreement shall be paid for the additional time at the rate of the individual teacher's hourly rate of pay. Teachers shall receive one hour of pay for the first class taught beyond the duty day resulting in at least forty (40) minutes in duration. Thereafter, the hourly rate will be based on the actual minutes taught beyond the first hour.
  - d. An elementary teacher, who on an occasional basis, teaches during the absence of scheduled physical education instruction, shall receive payment based on 15 minute increments at the teacher's hourly rate.
  - e. A teacher performing non-instructional duties which result in an extension of the duty day shall be paid at the rate of \$18.00 per hour.
  - f. A teacher performing instructional duties which result in an extension of the duty day with students outside of the contracted duty day, or working in a school-sanctioned before or after school program, shall be paid \$20.00 \$22.00 per hour.
  - g. Teacher, librarian and counselor positions for elementary, middle school, high school and ESY summer school will be paid at the individual employee's hourly rate.
  - h. Teacher positions for online classes will be paid \$150.00 per student based on the enrollment at the close of registration on the second day of class.
    - 1.) Individual online teaching assignments will include no more than two sessions.
    - 2.) The librarian and counselor positions for eCADEMY will be paid at the individual employee's hourly rate.

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

E. Placement on career pathway system and teacher salary schedule for individuals moving between job categories

- 1. General placement when moving between compensation systems
  - a. Placement in the CPS will be based on verified years of experience and credentials.
  - b. Written verification of previous experience is required before any movement to a higher level or higher step may occur.
- 2. Career Pathway System to Three-Tiered System
  - a. A licensed employee moving from the Career Pathway into the Three-Tiered Licensure System and onto one of the three teacher salary schedules will be placed on the appropriate schedule in accordance with state statute.
  - b. Individuals considering movement should check with the PED Licensure Unit to determine Licensure Level eligibility prior to exiting the Career Pathway.
- 3. Three-Tiered System to Career Pathway System
  - a. Teachers moving over to the CPS may take all years of step experience for placement in the CPS at Level 1.
  - b. Athletic Trainers moving to the CPS will continue at their current level and step, or advance to a higher level and step, based on verifiable years of experience. Starting in 2016-2017, verifiable years of service outside of APS shall count towards step and level within APS. In order to receive reciprocity, current employees must provide verification of experience outside of APS by September 15<sup>th</sup> to the Department of Human Resources.
     1.) An Athletic Trainer with a teaching license, who is eligible to advance in the teacher licensure system may only do so in the 3-Tiered Teacher Licensure system and as such must submit and pass a Professional Development Dossier (PDD).
    - 2.) An Athletic Trainer who does not possess a teaching license may progress using the APS/ATF Career Pathway System.
    - 3.) An Athletic Director who has a teaching license, but no longer requires that license in order to complete their job responsibilities, may choose to advance using either the state dossier system or the APS/ATF CPS system.

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

- 12. Teachers may claim eligibility for salary increments, National Board Certification and bilingual and ESL endorsements by submitting a letter on or before September 15 followed by an official transcript as soon as possible to the Department of Human Resources as provided below. The official transcript must be received by the Department of Human Resources during the school year for which the increment or differential is sought in order to receive an increment or differential for that year.
  - a. All degrees and course work must be taken in regionally accredited universities or colleges. Exceptions for accepting course work taken prior to the completion of a degree may be granted provided the teacher has an officer of the registrar's office verify the number of hours of college credit counted as a requirement for the degree. The District will verify that number of hours with regard to the University of New Mexico for Bachelor Degrees only.
  - b. BA + 15 increment: completion of 15 semester hours of course work after date bachelor's degree was awarded.
  - c. BA + 45 increment: completion of 45 semester hours of course work after date bachelor's degree was awarded.
  - d. MA increment: awarding of the master's degree.
  - e. MA + 15 increment: completion of 15 semester hours of course work after date master's degree was awarded.
  - f. MA + 45 increment: completion of 45 semester hours of course work after date master's degree was awarded, or Juris Doctor (J.D.) Degree.
  - g. <u>Completion of concurrent master's degrees</u>: <u>Upon a transcript review</u>, <u>all hours earned for the second</u> <u>master's degree</u>, that do not overlap with the first master's degree, will be accepted as MA+ additional <u>semester hours</u>.
  - h. Doctorate increment: completion of Ph.D. or Ed.D.

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

- A. Mentoring
  - 1. Beginning Teachers who hold an "I" license or a New Mexico Level 1 teaching license are eligible to be in the District Mentoring Program for one (1) year. The program will provide individual support for every Beginning Teacher from designated Mentors who are District teachers.
  - 2. Joint Governance Panel
    - a. The Joint Governance Panel (JGP) will preside over all aspects of the Mentor Program. A Panel member's term will consist of a minimum of two years. The leader of each partner group will fill vacancies on the Joint Governance Panel.
    - b. Program protocol and compliance questions and concerns, such as matching Beginning Teachers and Mentors, shall be referred to, and addressed by, the JGP.
    - c. Each panel member will:
      - 1.) Attend meetings throughout the school year and in the summer. The monthly meetings will be held outside the duty day. Attendance and full participation is expected from each panel member. If more than three (3) meetings are missed, the Panel member may be replaced by the leader of the group.
      - 2.) Participate in ongoing design and oversight of the Mentor/PAR program.
      - 3.) Assist in the interviewing and selection of Mentors and Consulting Teachers for the PAR Program.
      - 4.) Maintain consistent communication and coordination with all the partners.
    - d. Classroom teachers who are panel members and require a half-day substitute teacher to fulfill their responsibility will be supported by APS and ATF.
    - e. The Joint Governance Panel will make decisions by consensus whenever possible. If a vote is necessary, then four (4) votes on the Panel are required to approve an action.
    - f. Panel Composition The Panel shall consist of six (6) members three (3) appointed by the Federation President, three (3) appointed by the Superintendent.
    - g. Panel Member Compensation Each member of the Panel shall receive an annual differential of \$3,000 for serving as a JGP and PAR panel member.
  - 3. Mentor Program Coordinator
    - a. The coordinator must hold a Level 3 teaching license, with a preference for National Board Certification, and be selected by a team of members from the JGP.
    - b. The coordinator will be responsible for day-to-day activities of the program.
    - c. The coordinator shall be paid according to the AT-3 (Level 3 Teacher) Salary Schedule. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
    - d. The coordinator will have the support of a full-time secretary.
    - e. Coordinator responsibilities include:
      - 1.) Organizing materials for the JGP.
      - 2.) Overseeing the Mentor application and selection process.
      - 3.) Observing Beginning Teachers/Mentors as necessary.
      - 4.) Maintaining responsive, up-to-date communication with teachers and administrators in the district.
      - 5.) Matching Mentors to Beginning Teachers.
      - 6.) Preparing materials for Mentors and Beginning Teachers, professional development materials and activities.
      - 7.) Attending Joint Governance Panel and PAR Panel meetings.
      - Preparing reports on the program for the Joint Governance Panel, <u>PAR Panel</u> and, <u>upon request</u>, the <u>APS/ATF</u> Partnership Leadership Team.
      - 9.) Maintaining program records, including a comprehensive database.
  - 4. Support for the Beginning Teacher
    - a. Beginning Teachers in the program will receive support and technical assistance that reflects the developmental nature of their initial experiences in the classroom. A Mentor will be assigned to each Beginning Teacher based on relevant area of licensure or grade level.

- b. Beginning Teachers will meet with designated Mentors to conduct an individual needs assessment and identify areas for support.
- c. Beginning Teachers will participate in district-wide and school-based orientations to help them become an active member of their educational community.
- d. During the school year, Beginning Teachers will meet regularly with Mentors to discuss their progress and developmental needs; communicate regularly with the program coordinator; be observed by, and receive feedback from, their Mentor frequently; complete required documentation specified by the program; and participate in relevant professional development activities at their school. They will also have the option to work with their Mentors during professional leave days.
- e. A year of mentoring will be considered complete when a Mentor Teacher has been officially assigned to a beginning teacher by the end of the first nine weeks of the given school year. Official assignment is done by notification to the mentor by the Mentor Program Coordinator.
  - 1.) In the event that a Mentor is assigned after the first nine weeks of a given year, the Beginning Teacher is required to complete one additional semester of mentorship the following year.
  - 2.) Credit for one semester of mentoring will be given to Beginning Teachers who are assigned a Mentor before the end of the third quarter.
- 5. Mentor Teachers
  - a. The APS Mentor Program will take a comprehensive approach to providing qualified mentors for each beginning teacher in the school district. Guidelines will be established by the JGP for all aspects of the mentor position, including detailed procedures and processes for mentor selection, preparation, and support; and clearly defined roles and responsibilities.
  - b. Mentor Selection Process
    - 1.) In order to be eligible to mentor a Beginning Teacher, a veteran teacher must have attained a Level 2 License. New Mexico Master Teacher Level 3 Licensure is preferred.
    - 2.) Qualified and approved Master Teachers who desire to be Mentors will submit an application in order to be eligible for the Mentor pool. Included in the application will be a letter of interest highlighting their ability to work with teachers, a list of references, and a completed mentor program recommendation form from each of the references listed, including, but not limited to, a principal or supervisor, a teacher colleague, and the site Federation Representative.
    - 3.) <u>Applicants must complete an interview before being selected for the Mentor pool.</u> Becoming a member of the Mentor pool will not guarantee a mentoring assignment. Not all Mentors will be needed and activated each school year. Whether or not a Mentor is activated will depend on the capacity to match Mentors to Beginning Teachers. The need for a specific Mentor will depend upon who is hired within the school district at large as well as at the school level.
    - 4.) Mentors will remain in full- or part-time positions in their classrooms. This arrangement will help guarantee that Mentors maintain a connection with the daily work of classroom teaching.
- 5.) Mentors who have been inactive for three (3) or more years may be required to reapply to the program.6. Mentor Preparation and Support
  - a. Mentors will attend professional development that will address, but will not be limited to the following topics:
    - 1.) Overview of roles and responsibilities.
    - 2.) Record keeping responsibilities.
    - 3.) Research on mentoring and questioning techniques to assist Beginning Teachers to think critically about their practice.
    - 4.) Research on teacher development.
    - 5.) Formative and summative evaluation.
    - 6.) Confidentiality.
  - b. During the school year, mentors will receive support, technical assistance and professional development. Mentors will meet as a group for two hours once a month after school.
- 7. Mentor Roles, Responsibilities and Compensation
  - a. The chief role of the Mentor is to offer support and practical advice to Beginning Teachers based on observation of and discussion about experiences related to the Beginning Teachers' teaching.
  - b. School-based Mentors
    - 1.) School-based Mentors shall have a full or part-time teaching load and work with beginning teachers at their own schools as time allows, either before school, during the school day, or after school. School-

based mentors shall have access to professional leave days during the year. Substitutes may be provided for Mentors to enable them to work with or observe their Beginning Teachers.

- 2.) School-based Mentors will receive an annual differential of \$2,000 if they mentor one teacher in their school; \$4,000 if they mentor two teachers.
- 3.) School-based Mentors who are released part-time from their classroom-teaching load will maintain at least a .4 teaching load and receive \$500 for a full year for each Beginning Teacher they mentor in compliance with the Mentor responsibilities. A full load for a part-time release Mentor shall not exceed four (4) Beginning Teachers.
  - a.) Secondary level Mentors will receive release time of an average of 40% of their teaching load, depending on their caseload.
  - b.) Elementary Mentors may share a class.
- c. Full-time Release Mentors will not receive additional compensation for their work as a Mentor. The caseload for a full time Mentor shall be no less than ten (10) and no more than twenty (20) beginning teachers.
  - 1.) Full-time Release Mentors/Consulting Teachers will help develop the Mentoring Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
  - 2.) Full-time Release Mentors/Consulting Teachers help to ensure the success of the Mentor Program. Their job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
    - a.) Participate in interviews for new Mentors.
    - b.) Review logs and observations forms from Mentors.
    - c.) Outreach in schools.
    - d.) Data entry and oversight of Mentor documentation.
    - e.) Help track Mentor and Beginning Teachers.
    - f.) Mediate conflicts between Mentor and Beginning Teachers.
- d. Mentors shall support Beginning Teachers over the course of the year and document their activities to share with the Program Coordinator and the Joint Governance Panel.
- e. Mentors will attend monthly district-wide Mentor meetings and professional development.
  - 1.) Mentor Accountability
    - a.) Attendance Mentors are required to attend monthly professional development meetings during their period of assignment. The following procedures will occur for absences:
      - (1.) <u>First Absence</u> Contact, usually in the form of an e-mail, will be sent to the Mentor by the Mentor Program Office or program designee. A copy of this notification may also be sent to the site principal of the Mentor.
      - (2.) <u>Second Absence</u> Contact will be made with the Mentor by the Mentor program. A copy of this notification will may be sent to the site principal of the Mentor.
      - (3.) <u>Third Absence</u> A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator and the Mentor's site principal. Mentor expectations and commitment will be reviewed. Termination of the Mentor's differential may also be discussed.
      - (4.) Mentors at year-round schools who may miss a meeting due to intercession should contact the Mentor Program Office prior to the absence.
    - b.) Documentation/paperwork In an effort to verify that a Beginning Teacher has successfully completed a year of Mentorship, documentation is required from both the Beginning Teacher and the Mentor. Due dates of such documentation are specified. The following procedure will occur when documentation is not submitted in a timely manner:
      - (1.) <u>First Instance</u> Contact, usually in the form of an e-mail, will be sent to the Mentor by the Mentor office. A copy of this notification may also be sent to the site principal of the Mentor.
      - (2.) <u>Second Instance</u> Contact will be made with the Mentor by the Mentor program. A copy of this notification may also be sent to the site principal of the Mentor.
      - (3.) <u>Third Instance</u> A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator, and the Mentor's site principal. Mentor expectations and commitment will be reviewed. Termination of the Mentor's differential may also be discussed at this meeting or if no response from the mentor is received.

- f. Specifics concerning the program not covered under this agreement are covered under a separate agreement amongst the <u>APS/ATF</u> Partnership Leadership Team. Rules and operating guidelines are established by the Joint Governance Panel.
- g. Principals shall retain full responsibility and authority to evaluate teachers being mentored in the program.
- h. Information about successful completion of mentoring will be sent from the Mentoring Program Coordinator to the APS Licensure office.
- i. Lead Mentor
  - 1.) A Lead Mentor is a professional colleague who is an experienced Mentor with the Mentor Program.
  - 2.) A Lead Mentor must hold a Level 2 or Level 3 License. NBCT and Level 3 preferred.
  - 3.) Lead Mentors must apply, interview and be selected for the role.
  - 4.) Lead Mentors shall communicate and collaborate with other Lead Mentors and the Mentor Program Coordinator to plan for and ensure the smooth delivery of professional development for Mentors and/or Beginning Teachers.
  - 5.) Job Description
    - a.) Lead Mentors continue in their current positions as a site based teachers.
    - b.) A Lead Mentor teacher will attend professional development planning meetings with other Lead Mentors and the Mentor Program Coordinator.
    - c.) A Lead Mentor will deliver monthly professional development to a group of Mentors and/or Beginning Teachers.
    - d.) A Lead Mentor will communicate, but preferably meet with PD partners prior to the day of the meeting to ensure smooth delivery of the professional development.
    - e.) A Lead Mentor will prepare and organize materials needed for delivering professional development.
    - f.) A Lead Mentor will collect and review professional development evaluations following each Mentor/Beginning Teacher meeting and then utilize the feedback to guide future professional development planning and delivery.
  - 6.) Compensation
    - a.) Lead Mentors who successfully complete all job responsibilities and provide PD will receive an annual differential of \$3,000 for their services in recognition of their additional responsibilities and time worked beyond the professional day and year.
    - b.) Lead Mentors who successfully complete all job responsibilities and facilitate meetings with, but do not provide PD, will receive an annual differential of \$1,000.
- 8. New Teacher Orientation (NTO)
  - a. The Mentor Coordinator, in partnership with the Albuquerque Teachers Federation and with volunteers from the JGP, will be responsible for organizing the annual New Teacher Orientation.
  - b. The NTO will include a new employee orientation sponsored by APS Human Resources.
  - c. Prior to the date of NTO and upon completion of the hiring process, APS Human Resources will provide registration materials for the NTO to the new employee.
  - d. Upon completion of the hiring process, the APS Human Resources department will provide the names of the new employees to the Mentor Program Coordinator and to ATF.
- B. Peer Assistance and Review (PAR)
  - 1. As a part of APS and ATF's commitment to provide a continuum of support for teachers, the district and union created both the Mentor Program and the Peer Assistance and Review (PAR) Program. The programs are related. As a program co-designed and run by the APS/ATF Partnership Program, the Mentor Program provides comprehensive Mentor support to beginning teachers. The APS/ATF PAR Program provides support to struggling teachers.
  - 2. The PAR Program is an intervention program designed to help improve the performance of teachers who are having difficulties in the performance of their professional responsibilities. Help and support is provided through peer assistance from a Consulting Teacher. The Consulting Teacher works directly with the struggling teacher to provide constructive and intensive intervention. The goal of the PAR Program is to develop and maintain the highest caliber teaching staff.
  - 3. The Mentor Teacher Program Coordinator will be responsible for day-to-day activities of the PAR Program. Responsibilities include:
    - a. Working with the PAR Liaison
    - b. Active participation in the work of the PAR Panel.

- c. Assigning and supporting the Consulting Teachers.
- d. Overseeing the intervention process.
- e. Preparing and/or overseeing reports on the program for the Joint Governance /PAR Panel and the District and Union <u>APS/ATF</u> Leadership Team.
- f. Maintaining program records, including a comprehensive database.
- 4. <u>PAR Liaison</u>
  - a. The PAR Liaison is a Level 3 teacher position.
  - b. <u>The work of the PAR Liaison includes the following:</u>
    - 1.) Provide support for PAR program and for Mentor Program when needed.
    - 2.) <u>Collaborate and communicate regularly with the Mentor/PAR Program Coordinator regarding the PAR program.</u>
    - 3.) Work with the Program Coordinator in overseeing the day-to-day work of the Consulting Teachers.
    - 4.) Work with principals by:
      - a.) Presenting, individually or in groups, information about the PAR process and program.
      - b.) Answering questions from principals about the PAR program.
      - c.) Aid in writing improvement plans as needed.
    - 5.) <u>Communicate regularly with Human Resources and other relevant APS personnel regarding improvement plans and their implementation.</u>
    - 6.) Communicate regularly with HR and ATF Staff about PAR clients.
    - 7.) Create and conduct training for the Consulting Teachers at the beginning of each school year and as needed.
    - 8.) Coordinate the assignment of clients to Consulting Teachers.
    - 9.) Provide feedback on CT reports prior to the PAR Panel presentation.
    - 10.) Work with the PAR Panel by:
      - a.) Keeping data (database and spreadsheet) and making reports.
      - b.) Creating and distributing PAR Panel meeting agendas and resources.
      - c.) Facilitate PAR Meetings.
    - 11.)Communicate PAR Panel recommendations to the appropriate HR and ATF staff.
    - 12.) May serve PAR clients.
    - 13.) Disseminate information and answer questions from teachers about voluntary PAR assistance.
- 5. PAR Panel
  - a. The PAR Panel is the governing body of the program.
  - b. The PAR Panel is composed of the two (2) teachers and two (2) administrators from the JGP. The Union President, the Program Coordinator and Assistant Superintendent for Human Resources will participate as non-voting members of the PAR Panel.
  - c. The PAR Panel monitors intervention work and makes employment recommendations.
  - d. A staff person from both APS and ATF may participate in PAR meetings concerning individuals receiving PAR support.
  - e. Support shall be offered to teachers experiencing difficulties in the performance of their professional job responsibilities in the following order of priority:
    - 1.) Teachers on Intensive Evaluation
    - 2.) Teachers on an Improvement Plan
    - 3.) Teachers who voluntarily seek assistance

(Note: Teachers interested in voluntary PAR support should contact the ATF or the Mentor Teacher Coordinator for an application)

- f. During Intensive Evaluation and the Improvement Plan, the Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher and the APS/ATF Peer Assistance and Review.
- g. In cases where the teacher has obtained voluntary assistance from the program, it is the prerogative of the teacher to notify the principal that they are receiving voluntary intervention help. Otherwise, support remains confidential.
- 6. Consulting Teachers
  - a. A Consulting Teacher (Consulting Teacher) is an experienced Mentor Teacher released part-time or full-time from the classroom. The Consulting Teacher is a professional colleague who provides support for teachers

who are on an Intensive Evaluation plan or an Improvement Plan or who are accepted as a volunteer. The Consulting Teacher possesses classroom management skills and a full understanding of subject area or grade level content and pedagogy. The Consulting Teacher possesses the oral and written communication skills necessary to motivate and support adult learners. Additionally, the Consulting Teacher has the ability to work cooperatively and effectively with other professional staff members.

- b. Consulting Teacher Roles and Responsibilities
  - 1.) The Consulting Teacher provides non-evaluative intensive instructional support to the classroom teacher.
  - 2.) Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher, and the PAR Panel.
  - 3.) The principal remains the evaluator and will continue with observations. It is recommended that observations, feedback and memos occur every two weeks.
  - 4.) The principal and the Consulting Teacher can concurrently recommend specific opportunities for professional development (such as classes, workshops, etc.) that are directly connected with the Improvement Plan.
  - 5.) Most formal conferences only include the teacher and the principal. Some conferences may involve the principal, the teacher, Human Resources and the ATF staff representative.
  - 6.) The Consulting Teacher will report to the PAR Panel periodically on or near the target date(s).
  - 7.) The Consulting Teacher maintains confidentiality.
  - 8.) Consulting Teachers who are working with teachers on an alternative calendar or schedule may be asked to flex their time to accommodate their client.
  - 9.) Consulting Teachers have the responsibility for research and development for the intervention program and assist in writing the final program guidelines as directed by the Program Coordinator.
  - 10.)Consulting Teachers will be assigned to work first with teachers who are on a District Intensive Evaluation and then be assigned to work with teachers on a District Improvement Plan or approved volunteers until they reach their intervention limit. It is recommended that:
    - a.) Teachers on a District Intensive Evaluation receive approximately 3-5 hours of intervention time a week.
    - b.) Teachers on a District Improvement Plan receive approximately 2-4 hours of intervention time a week.
    - c.) Teachers who volunteer receive approximately 1-2 hours of intervention time a week.
  - 11.)Consulting Teachers who do not have a full intervention load will assist with the Mentoring Program by contributing their expertise and experience.
    - a.) Consulting Teachers will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
    - b.) As Consulting Teachers help to ensure the success of the Mentor Program, their job responsibilities may include, but are not limited to, the following as directed by the Program Coordinator:
       (1.) Participate in interviews for new Mentors.
      - (2.) Review logs and observations forms from Mentors.
      - (3.) Outreach in schools.
      - (4.) Data entry and oversight of Mentor documentation.
      - (5.) Help track Mentor and Beginning Teachers.
      - (6.) Mediate conflicts between a Mentor and a Beginning Teacher.
  - 12.)Consulting Teachers may mentor Beginning Teachers who are not yet assigned by the first or third quarter of the school year.
    - a.) Consulting Teachers who teach part-time and are assigned a Beginning Teacher at their school site will complete their Mentoring effectively within the days they are there and are entitled to the \$2,000 Mentoring differential if the mentoring takes place during the time assigned at the school. This differential is based on the same assumption that the time required to work effectively as a Mentor usually extends beyond the duty day.
    - b.) Consulting Teachers who teach part time and are assigned to work with a Beginning Teacher at another site during the time released for Consulting Teacher work will earn a differential of \$500 per Beginning Teacher for the time it takes to effectively mentor and keep up with the duties as described above, if the mentoring takes place during the time assigned as a Consulting Teacher.

- c.) Consulting Teachers who are released from the classroom to work as a Consulting Teacher will not receive a differential for working with Beginning Teachers.
- d.) The Mentor expectations for the Consulting Teachers are the same as those for other Mentors, e.g. documentation, observations, and attendance at Mentor meetings.
- 13.)Consulting Teachers will serve no more than three (3) years <u>unless a fourth (4<sup>th</sup>) year is mutually agreed</u> to by APS, ATF and the Consulting Teacher.
- 14.) Termination from the position may be at the request of either the Consulting Teacher or based on performance as determined by the supervisor.

# C. PAR Process

- 1. APS and ATF will present jointly to principals at a designated time at the beginning of each school year. The presentation will include, but not be limited to:
  - a. Putting teachers on a District Improvement Plan.
  - b. The PAR Program.
  - c. Data about the program
    - 1.) Principal's responsibilities in the PAR process prior to placing an employee on an Improvement Plan are as follows:
    - 2.) Principal notes the concern(s) in the teacher's performance to discern if there is a pattern. Concerns regarding the teacher's performance may come about as a result of classroom observations or other evidence of teaching problems.
    - 3.) Principal confirms the pattern with evidence from observations.
    - 4.) Principal converses with teacher to notify him/her of the concern(s).
      - a.) The principal addresses the specific concern(s) with the teacher verbally and/or in writing if already addressed verbally.
      - b.) The principal advises the teacher that communication about the concern(s) will continue and a followup is scheduled in a specified time frame.
      - c.) The principal provides assistance to the teacher.
    - 5.) If there is insufficient improvement, then the principal and the teacher will meet with Human Resources to review the documentation (meetings, memos, concerns, observations, etc.). Then, a meeting with the teacher, principal, a representative from the Albuquerque Teachers Federation, and a Human Resources Representative is scheduled.
      - a.) The concerns, evidence, expectations, support, improvement plan and a target date for improvement will be reviewed at this meeting.
      - b.) Once the teacher is placed on an improvement plan, a Consulting Teacher will be assigned if there is space available in the PAR Program.
  - d. Implementation of Employee Improvement Plan
    - 1.) The principal will continue to make regular classroom observations and provide summary memorandums (feedback) as to what has been observed. The memos may include suggestions and reminders if the teacher is or isn't making expected progress. Walk-through visits are not evaluative and thus are not part of the regular classroom observations noted above.
    - 2.) Prior to meeting with the teacher, the Improvement Plan will be drafted.
      - a.) A draft of the Improvement Plan shall be sent electronically to the ATF and reviewed by the appropriate staff person.
      - b.) Specific concerns will be identified in the plan.
      - c.) The Improvement Plan will also be sent to the Mentor Program/PAR Coordinator.
      - d.) Once the Consulting Teacher is assigned, the responsibility for coordinating and providing support is shifted from the principal to the Consulting Teacher.
    - 3.) PAR support will be provided to a teacher at the beginning of an Improvement Plan unless the program does not have the capacity to provide assistance. APS HR and an ATF representative will discuss PAR program to confirm that it is the appropriate support for each situation.
    - 4.) At the first meeting between the principal, HR, the ATF representative and the teacher, the Improvement Plan will be discussed, revised if necessary, and signed.
    - 5.) The teacher will be advised of the support available through the PAR process and informed of the role of the Consulting Teacher. The Consulting Teacher shall <u>facilitate</u> be the bridge for communication between the principal, the teacher <u>regarding</u> and the Improvement Plan.

- a.) If Competency 9 (*The teacher works productively with colleagues, parents, and community members.*) is the only competency of concern, then support will not be provided through the PAR Process.
- b.) Once a teacher is placed on an Improvement Plan to address Competency 9, a meeting will be scheduled with the teacher, principal and an ATF representative to discuss options other than PAR for providing support regarding competency 9.
- 6.) A target date for improvement shall be established.
  - a.) By each target date, the principal will present to the PAR panel a synopsis of his/her evaluation, observations and debriefings based on the improvement plan. A PAR Panel from will be provided to the principal. A determination, based on the PAR panel's recommendations, will be made that the teacher has either met the goals of the District Improvement Plan, will continue on the District Improvement Plan or will be placed on Intensive Evaluation.
  - b.) A meeting will be held with the teacher, principal, HR and an ATF staff representative to notify the teacher that s/he did or did not meet the expectations of the District Improvement Plan by the target date. All parties should understand the process, roles and responsibilities of the program and its participants before the meeting at which the teacher is placed on District Intensive Evaluation concludes.
- e. Initiating District Intensive Evaluation
  - 1.) Support provided by the Consulting Teacher through the Mentor/PAR Program is not optional for employees on District Intensive Evaluation.
  - 2.) All parties should understand the process, roles and responsibilities of the program and its participants before the meeting at which the teacher is placed on intensive evaluation concludes.
  - 3.) First Target Date on Intensive Evaluation
    - a.) Just before the first target date for the Intensive Evaluation Plan is reached, the Consulting Teacher will meet with the PAR Panel to review the case. The principal will may attend the case review. The Panel can choose one of the following:
      - (1.) Recommend that intervention be discontinued and employment continues: the teacher met the expectations of the Improvement Plan and is no longer on Intensive Evaluation.
      - (2.) Recommend that intervention be continued for a specified amount of time.
      - (3.) Recommend that the employee is discharged/terminated.
    - b.) If the principal does not attend the PAR Panel meeting, then the HR staff person on the PAR Panel will meet with the principal to give him/her the final recommendation of the PAR Panel.
    - c.) A meeting will be held with the teacher, principal, HR and an ATF staff representative to notify the teacher that s/he did or did not meet the expectations of the improvement plan by the target date.
    - d.) It is the principal's responsibility to communicate the decision to the teacher in a summary letter within as soon as five (5) but no later than ten (10)-5 working days.
    - e.) The statutory process for termination/discharge will be followed.

# Article 17, LEAVES

- d. Extended Siek Medical Leave: A teacher who is unable to teach because of personal illness or disability and who has exhausted all available sick leave shall be granted leave for up to one (1) year. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. If the leave was granted as a result of a work related injury the employee may request and shall be granted a one (1) year extension of this leave. Before returning, such teacher must submit a physician's release. To be eligible for an extended medical leave of absence, an employee must have been actively employed on paid status with APS a minimum of one contract year immediately prior to the leave start date. All intermittent medical leaves will be addressed according to FMLA regulations.
- 3. General Provisions
  - d. A teacher returning to duty from an extended leave shall be reassigned to the original teaching position or, if that position is no longer available, to a substantially equivalent position to that held by the teacher at the commencement of the leave.

- e. A teacher returning from an extended leave must file an intent to return to the school system no later than March 1. Failure to do so will be considered a resignation on the part of the teacher effective at the conclusion of the leave or the school year, whichever comes first.
- f. All requests for extended leaves of absence shall be submitted to the Extended Leave Clerk's office in the Department of Human Resources.
- g. Time spent on extended leaves of absence shall not be considered a break in continuous service and will not be counted toward total years of service, and will not be counted for seniority purposes.
- Extended leaves of absence will not be denied because of length of service except as provided herein. Time spent on extended leaves of absence shall not be considered a break in continuous service.

### APPENDIX 1.9 MEMORANDUM OF UNDERSTANDING THE COMMON CORE STATE STANDARDS, STANDARDS-BASED TEACHING PRACTICES, & THE RELATION TO APS PROGRAMS AND PRACTICES

- 1. The District and the Federation agree that starting in the 2012-2013 school year and in all subsequent school years, the Common Core State Standards (CCSS) will be the foundation of instruction for all APS students.
  - a. Both parties believe that teachers must collectively and collaboratively use appropriate methods and materials to help students develop conceptual understanding that leads to proficiency in the CCSS.
  - b. Both parties affirm that all educational programs must be sensitive to the needs and aspirations of students and that all students in APS must have equal access to the CCSS.
  - c. The following clarifications are intended to support the above statements:
    - 1.) <u>Teachers have the responsibility to teach to the standards</u>. All instructional programs can be used with the CCSS. Teachers have the discretion to augment the District approved curricular programs. Teachers may also adjust the pacing and scope and sequence of District approved curricular programs to align with the CCSS.
    - 2.) <u>As teachers use the CCSS to plan, they rely on district-provided texts and programs or they may develop</u> <u>curricula using a variety of texts, programs and resources that they determine are appropriate based on</u> <u>their professional expertise, experience and knowledge of their students. All curricula used must be</u> <u>clearly tied to the standards for the particular subject and grade level.</u>
    - 3.) Tier II and III intervention programs, while more prescriptive by nature, are one of the instructional tools used to teach to the CCSS. Additional tools and resources may be utilized to meet the CCSS.
    - 4.) Principals and staffs are encouraged to analyze school practices to ensure they are still relevant as APS moves toward adopting the CCSS at all grades. For example: Baldrige is no longer a district-supported program. Continuing with Baldrige, CCI, Continuous Improvement, and PDSA, and Goal Teams is at the discretion of the Instructional Council.

# APPENDIX I.11 MEMORANDUM OF UNDERSTANDING TESTING COORDINATOR RESPONSIBILITIES & COMPENSATION

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

- Coordinates and organizes all testing activities at the school site.
- Develops and orchestrates the testing schedule and testing logistics for the site.
- Attends all mandatory district meetings to receive appropriate training in state testing guidelines
- Provides appropriate training at the school site to individuals who will administer standardized tests to ensure proper testing protocols, procedures and test security measures are followed.
- Maintains school-wide general test security.
- Coordinates and consults with the school principal on any and all testing irregularities.

# APS/ATF Agreements for Ratification 2016-2017

- Reports all testing irregularities to the district testing manager.
- Coordinates with the head special education teacher to ensure that appropriate testing accommodations are made available for special education students who require such accommodations.
- Coordinates with the ELL teachers to ensure that appropriate testing environments are made available for ELL students.

For the 2015-2016 school year, the .6 FTE will remain the same for high schools. The position is not an elected position.

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

Based on school enrollment:

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

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

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

Decisions about how to disburse the funds available to best support the testing responsibilities disbursement of how the funding is spent will be collaboratively planned through the Instructional Council. to determine how best to support testing responsibilities. All role groups at a school site are eligible to receive the funding as a stipend Only employees in the teacher bargaining unit, the site principal and assistant principal(s) are eligible to receive testing coordinator compensation. Schools may also use testing coordinator funds for substitutes. and/or to be used to hire substitutes.

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

#### APPENDIX I.23 MEMORANDUM OF UNDERSTANDING ATHLETIC TRAINER DIFFERENTIALS AND RESPONSIBILITIES

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

# Memorandum of Understanding between the Albuquerque Public Schools and the Albuquerque Teachers Federation

ATF and APS agree to establish an APS/ATF PLC Task Force to resolve issues and evaluate Professional Learning Communities. The PLC Task Force will:

- Work to jointly solve any site-based issues that may interfere with the intent of Professional Learning Communities as described in Article 5.G. of the APS/ATF Negotiated Agreement.
- Conduct an evaluation of the impact of Professional Learning Communities as:
  - an opportunity for teachers to reflect on their instructional practice, consider the effect instruction has on students, and implement insights gained from a meeting to improve their teaching;
  - a collegial group who focuses on pedagogy, turning ideas into action, looking at the evidence and the impact on student learning.
  - a community engaged in a variety of activities including working and learning collaboratively, visiting and observing other classrooms, and participating in shared decision making;
  - a powerful professional learning strategy.

## Memorandum of Understanding Between the Albuquerque Public Schools and the Albuquerque Teachers Federation

ATF and APS agree to re-establish Supporting Quality Teachers (SQT) Team starting in June 2016.

The overall charge of the SQT team is to collaboratively create *Professional Pay for a Professional Day* plan. The work will include, but not be limited to:

- Researching current theories and practices on alternative compensation plans and innovative approaches to school time.
- Using the findings to create an agreed upon long-term compensation/time plan for the employees represented by the ATF. Including the re-crafting of all differential pay.

The joint recommendations will include ideas focused on how the long-term compensation plan may support the District to attract and retain employees in all role groups.

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

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

### Memorandum of Understanding between the Albuquerque Public Schools and the Albuquerque Teachers Federation

ATF and APS agree to establish an APS/ATF Task Force on mentoring for Support and Related Services Personnel.

The members of this task force will research, design, and present probable costs associated with creating a beginning practitioner mentor program for the following APS employee role groups:

- Counselors
- Social workers
- Nurses
- Interpreters
- Speech and Language Pathologists
- Occupational Therapists
- Physical Therapists
- Audiologists
- Orientation and Mobility Specialists

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

- The task force will start working on June 1, 2016 at 10 AM.
- The task force will consist of 5 participants from ATF and 5 from APS.

## Memorandum of Understanding between the Albuquerque Public Schools and the Albuquerque Teachers Federation

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

- A transition from the two (2) categories of personal leave and sick into one (1) category called "leave."
- A district-wide meritorious attendance program.

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

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