

17-18 Negotiated Agreement Changes

Rolling Documents

~~Strike-outs~~=deletions

Highlights=changes

Underline=additions

Doc 1

2017-2018 APPENDIX I.1 MEMORANDUM OF UNDERSTANDING PROFESSIONAL DEVELOPMENT DAYS AND TEACHER PREPARATION DAY

For the 2017-2018 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 8th or 9th for traditional calendars and July 18th for alternative calendars.

First Semester Alternative Calendar

Monday, July 17th - Registration/Orientation

Tuesday, July 18th - Registration/Orientation or District-defined Professional Development

Wednesday, July 19th - Registration/Orientation or District-defined Professional Development

Thursday, July 20th - Site-defined Professional Development

Friday, July 21st -Teacher Preparation Day

Monday, July 24th - First day of classes for students

First Semester Traditional Calendar

Monday, August 7th - Registration/Orientation

Tuesday, August 8th - Registration/Orientation or District-defined Professional Development

Wednesday, August 9th - Registration/Orientation or District-defined Professional Development

Thursday, August 10th - Site-defined Professional Development

Friday, August 11th -Teacher Preparation Day

Monday, August 14th - First day of classes for students

The focus for District-defined Professional Development in SY 2017-18 will be aligning PD with the district's Academic Master Plan and Learning Zones.

Second Semester Traditional Calendar and Alternative Calendar

Monday, January 2nd - 2/3 of day spent on site-based PD and 1/3 of day for teacher preparation (formerly known as the 184th day)

Separate Role Group PD will be provided on August 8th or 9th for traditional calendars and July 18th for alternative calendars.

- Audiologists
- Librarians
- School Psychologists
- Nurses

- PE Teachers
- Head teachers*
- Fine Arts Teachers (all levels)
- Access Teachers
- SLPs
- OTs and PTs,
- APE Teachers
- Social Workers
- Transition Specialists
- IEP Specialists
- IGS1 and IGS2
- SCS1, SCS2 and SCS3
- SES1 and SES2

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

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Memorandum of Understanding

The Albuquerque Teachers Federation
And
Albuquerque Public Schools

Appendix I.30

A-2 SALARY SCHEDULE EMPLOYEES DIFFERENTIAL

- A. All A-2 employees shall be reimbursed up to \$200 a year for professional association fees.
- B. All A-2 employees shall be reimbursed up to \$200 for licensure fees.
- C. All A-2 employees shall be reimbursed up to \$500 per year for professional development/CEU's.
- D. Differential pay in the amount of \$1,300 shall be offered to the following A-2 employees servicing students in the following District Programs:
 - FSP and D-K1 become "Intensive Global Support 1" IGS1
 - ISP becomes "Intensive Global Support 2" IGS2
 - AU becomes "Social Communication Support" SCS1 or SCS2 or SCS3
 - ED becomes "Social Emotional Support 1" SES1
 - PACES becomes "Social Emotional Support 2" SES2

Teachers must submit the Differential Eligibility Form for the occasional loss of lunch and prep due to servicing students in the above programs.

- 2. A credential differential of \$1000 shall be paid for additional relevant professional certifications such as but not limited to NBCOT, RESNA, NDT, School-Based Therapy, ATP, TDPT, LEND, Sensory integration/processing, etc.
- E. Every effort shall be made to include A-2 employees in IEP's.

**APPENDIX B
2017-2018
CLASS SIZE REQUIREMENTS**

CONTINUATION OF WAIVER ON CLASS SIZE REQUIREMENTS FOR SY 2017-2018

Due to ongoing budgetary constraints and insufficient funding by the state to meet statutory class size limits, the parties agree that for School Year 2017-2018 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 Enrollment	Comment
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.
Grades 7-12	168	The daily teaching load shall not exceed 168 in all content areas except required 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.

Table 2 - Pre Waiver Statutory Class Size Limits

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

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

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

Article 10, SUPPORT AND RELATED SERVICES PERSONNEL CAREER PATHWAY SYSTEM

E. Reciprocity

1. The CPS includes a reciprocity clause for all role groups that would allow years of experience in the discipline to count toward years at level in the Career Pathway System.
2. Support and Related Services personnel who leave employment in APS to work in the private sector or other district, and then return to APS will be given credit for the years in private sector work on the salary schedule. In order for these employees to move to the next level in the CPS system, they must complete the portfolio. These employees will be eligible to complete the portfolio if their 3 years minimum at Level 1 or 2 is private sector or public school experience.
3. The reciprocity is intended to aid in the recruitment and retention of S&RSP.
4. ~~Those entering Level 1 and 2 in the CPS using the reciprocity clause will be required to have a minimum of 3 years at that level before advancement to the next level.~~

F. New hire placement in the Career Pathway System

1. Placement will be based on directly related experience within the same discipline. (For example, if the employee has six completed years of related experience and the appropriate credentials, they will be placed at Level 3, step 7. If the employee has three completed years, they will be placed at Level 2, Step 4. If the employee has fewer than three years of directly related experience they will be placed at Level 1 and the step will correspond with their completed years in that field.
2. New hires will be placed at their appropriate level and step according to their credentials and experience. Movement to the next CPS level is contingent upon **verifiable experience of at least 160 days of work in a year or the equivalent of 480 days over 3 years** ~~completion of at least three years at the current level of placement~~ and successful completion of a required portfolio.
 - a. **Previous experience must be as a fully licensed practitioner in the same discipline.**
 - b. **Verification forms to be submitted with documents for employment.**

Agreement between the
The Albuquerque Teachers Federation
And
Albuquerque Public Schools

COTAs and PTAs

Starting in the 2017-18 school year, the Certified Occupational Therapists Assistants (COTAs) and Physical Therapy Assistants (PTAs) will be accreted into the unit represented by the Albuquerque Teachers Federation.

Article 1, GENERAL PROVISIONS

A. Definitions

1. The term "teacher" for the purpose of this Agreement shall mean all licensed employees whose salaries are based on Salary Schedules AT-1, AT-2, AT-3, A-2, A-3, and A-4 and COTAs and PTAs unless specified otherwise herein. All employees whose salaries are based on other salary schedules are excluded from this unit.

Compensation for Certified Occupational Therapists Assistants (COTAs) and Physical Therapy Assistants (PTAs) will be determined as per Article 6, Remuneration and Professional Services, A.7.K.

A teacher who is not licensed shall be compensated at ninety (90) percent of the BA column of salary schedule AT-1. Experience for teachers who are not licensed shall be counted in the same manner as for teachers who are licensed.

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

A. Mentoring

1. Beginning Teachers who hold an or a New Mexico Level 1 or 1-A 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 PAR Panel
 - a. The Joint Governance PAR Panel (JGP Panel) is the governing body of both the Mentor and PAR programs and, as such, will preside over all aspects of the Mentor and PAR programs. A Panel member's term will consist of a minimum of two years. APS will fill administrator positions and ATF will fill teacher positions on the panel.
 - b. Program protocol 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 APS or ATF. APS will fill administrator vacancies and ATF will fill teacher vacancies on the panel.
 - 2.) Participate in ongoing design and oversight of the Mentor/PAR program.
 - 3.) 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 PAR Panel will make decisions by consensus whenever possible. **If consensus is not reached, APS Human Resources and ATF will confer at a later date and will report back to the panel.**
 - f. The JGP panel is composed of: two (2) teachers and two (2) administrators from APS, the Union President or designee, the Director of Human Resources or designee, the Mentor/PAR Program Coordinator and the PAR Liaison (8 members).
 - g. The two (2) teachers and two (2) administrators of the JGP shall receive an annual differential of \$3,000 for serving as a JGP 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 Panel.
 - 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 PAR Panel meetings.
 - 8.) Preparing reports on the program for the Joint Governance PAR Panel, upon request, the APS/ATF 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. Beginning Teachers who are assigned a Mentor within the first nine weeks of the school year will receive credit for a full year of mentoring. 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.) Beginning Teachers who are assigned a Mentor before the third nine weeks of the school year will receive credit for a one semester of mentoring.
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 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.) Applicants must complete an interview before being selected for the Mentor pool. Becoming a member of the Mentor pool will not guarantee a mentoring assignment. Not all Mentors will be needed and activated each school year. Whether or not a Mentor is activated will depend on the capacity to match Mentors to Beginning Teachers. The need for a specific Mentor will depend upon who is hired within the school district at large as well as at the school level.
 - 4.) 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 and Consulting Teachers will not receive additional compensation for their work as a Mentor. The caseload for a full time Mentor shall be no less than ten (10) and no more than twenty (20) beginning teachers.

- 1.) Full-time Release Mentors and Consulting Teachers will help develop the 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 and Consulting Teachers help to ensure the success of the Mentor Program. Their job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
 - a.) Participate in interviews for new Mentors.
 - b.) Review logs and 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 PAR 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.) First Absence – 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.) Second Absence – Contact will be made with the Mentor by the Mentor program. A copy of this notification may be sent to the site principal of the Mentor.
 - (3.) Third Absence – A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator and the Mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination of the Mentor’s differential may also be discussed.
 - (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.) First Instance – 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.) Second Instance – 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.) Third Instance – A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator, and the Mentor’s site principal. Mentor expectations and commitment will be reviewed. Termination 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 APS/ATF Leadership Team. The Joint Governance PAR Panel establishes rules and operating guidelines.
 - 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, 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. 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 collaborating with the PAR Liaison to oversee the PAR Program. Responsibilities include:
 - a. Working with the PAR Liaison to guide Consulting Teacher work.
 - b. Active participation in the work of the Joint Governance PAR Panel.
 - c. Help support the Consulting Teachers.
4. PAR Liaison
 - a. The PAR Liaison is a Level 3 teacher position
 - b. The work of the PAR Liaison includes the following
 - 1.) Provide support for PAR program and for Mentor Program when needed.
 - 2.) Collaborate and communicate regularly with the Mentor/PAR Program Coordinator regarding the PAR program.
 - 3.) Work with the Mentor 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.) Communicate regularly with Human Resources and other relevant APS personnel regarding improvement plans and their implementation.
 - 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.) Schedule and 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. Joint Governance PAR Panel

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

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

- f. During Improvement Plan or while on Intensive Evaluation the Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher and the JGP Panel.
- g. The Consulting Teacher makes the initial contact with the site administrator.
- h. In cases where the teacher has obtained voluntary assistance from the program, it is the prerogative of the teacher to notify the principal that they are receiving voluntary intervention help. Otherwise, support remains confidential.

6. Consulting Teachers

- a. A Consulting Teacher (CT) 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 pedagogical strategies and the ability to apply these strategies across various subjects and grade levels. The Consulting Teacher possesses the oral and written communication skills necessary to motivate and support adult learners. Additionally, the Consulting Teacher has the ability to work cooperatively and effectively with other professional staff members.
- b. Consulting Teacher Roles and Responsibilities
 - 1.) The Consulting Teacher provides non-evaluative intensive instructional support to the classroom teacher.
 - 2.) Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher, and the JGP. Panel.

- 3.) The principal remains the evaluator and will continue with observations. It is recommended that observations, feedback and memos occur every two weeks. Consulting Teacher do not evaluate.
- 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 JGP Panel 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 who volunteer receive consultation and visits if PAR has capacity.
 - b.) Teachers on a District Improvement Plan receive weekly consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Improvement Plan.
 - c.) Teachers on a District Intensive Evaluation receive additional consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Intensive Improvement Plan.
- 11.) Consulting Teachers who do not have a full intervention load will assist with the Mentoring Program by contributing their expertise and experience.
 - a.) Responsibilities may include, but are not limited to, the following as directed by the Program Coordinator or PAR Liaison:
 - (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.
 - (7.) Assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
- 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 may assist in the interviewing and selection of Mentors and Consulting Teachers.
 - 14.) Consulting Teachers will serve no more than three (3) years unless a fourth (4th) year is mutually agreed to by APS, ATF and the Consulting teacher.
 - 15.) 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. An overview of the PAR Program.
 - b. Data about the program
 - c. The process for placing teachers on a District Improvement or an Intensive Evaluation Plan including the Principal's responsibilities in the PAR process prior to placing an employee on an Improvement Plan as follows:
 - 1.) Principal notes the concern(s) in the teacher's performance to discern if there is a pattern. Concerns regarding the teacher's performance may come about as a result of classroom observations or other evidence of teaching problems.
 - 2.) Principal confirms the pattern with evidence from observations.
 - 3.) Principal converses with teacher to notify him/her of the concern(s).
 - a.) The principal addresses the specific concern(s) with the teacher verbally and/or in writing if already addressed verbally.
 - b.) The principal advises the teacher that communication about the concern(s) will continue and a follow-up is scheduled in a specified time frame.
 - c.) The principal provides assistance to the teacher.
 - d.) If there is insufficient improvement, the principal and the teacher will meet to review the documentation (meetings, memos, concerns, observations, etc.). Then, a meeting with the teacher, principal, a representative from the Albuquerque Teachers Federation, and a Human Resources Representative is scheduled.
 - e.) The concerns, evidence, expectations, support, improvement plan and a target date for improvement will be reviewed at this meeting.
 - f.) Once the teacher is placed on an improvement or intensive evaluation plan, a Consulting Teacher will be assigned if there is space available in the PAR Program.
- 2. Implementation of Employee Improvement or Intensive Evaluation plan

- a. Support provided by the Consulting Teacher through the Mentor/PAR Program is not optional for employees on District Improvement or Intensive Evaluation Plans.
- b. The principal will continue to make regular classroom observations and provide summary memorandums (feedback) as to what has been observed. The memos may include suggestions and reminders if the teacher is or isn't making expected progress. Walk-through visits are not evaluative and thus are not part of the regular classroom observations noted above.
- c. Prior to meeting with the teacher, the Improvement or Intensive Evaluation Plan will be drafted. Specific concerns will be identified in the plan.
- d. PAR support will be provided to a teacher at the beginning of an Improvement Plan unless the program does not have the capacity to provide assistance. APS HR and an ATF representative will discuss PAR program to confirm that it is the appropriate support for each situation.
- e. At the first meeting between the principal, HR, the ATF representative and the teacher, the Improvement Plan will be discussed, revised if necessary, and signed.
 - 1.) Once signed, the Improvement Plan will be sent to the PAR Liaison.
 - 2.) The Consulting Teacher is assigned and the responsibility for coordinating and providing support is shifted from the principal to the Consulting Teacher.
 - 3.) The teacher will be advised of the support available through the PAR process and informed of the role of the Consulting Teacher. The Consulting Teacher shall facilitate communication between the principal, the teacher regarding the Improvement Plan.
 - a.) The teacher is responsible for meeting with his/her assigned Consulting Teacher.
 - b.) If Competency 9 (*The teacher works productively with colleagues, parents, and community members.*) is the only competency of concern, then support will not be provided through the PAR Process.
 - c.) Once a teacher is placed on an Improvement Plan to address Competency 9, a meeting will be scheduled with the teacher, principal and an ATF representative to discuss options other than PAR for providing support regarding competency 9.
 - 4.) Target dates for improvement shall be established.
 - 5.) First Target Date on Improvement or Intensive Evaluation plan
 - a.) Just before the first target date for the Improvement or Intensive Evaluation Plan is reached, the Consulting Teacher and Principal will meet with the JGP Panel to review the case. The principal will present to the JGP ~~PAR~~ panel a synopsis of his/her evaluation, observations and debriefings based on the improvement plan. A JGP Panel form will be provided to the principal. A determination, based on the JGP panel's recommendations, will be made. The Panel can choose one of the following:
 - (1.) Recommend that intervention be discontinued and employment continues: the teacher met the expectations of the Improvement Plan and is no longer on Improvement or Intensive Evaluation.
 - (2.) Recommend that intervention be continued or intensified for a specified amount of time.
 - (3.) Recommend that the employee is discharged/terminated.

- b.) A meeting will be held with the teacher, principal, HR and an ATF staff representative to notify the teacher that s/he did or did not meet the expectations of the improvement plan by the target date.
- c.) It is the principal's responsibility to communicate the decision to the teacher in a summary letter as soon as five (5) but no later than ten (10) working days.
- d.) The statutory process for termination/discharge will be followed.

Article 11, SPECIAL EDUCATION

- 1) Employment
 - a) All existing and newly hired **1-A** licensed special education teachers will be obligated to participate in 12 hours of APS provided professional development.
 - b) Twelve (12) hours of professional development, provided outside of the regular duty day, is a condition of employment during both the first and second years for all **1-A** licensed special education teachers in APS.
- 2) School Year
 - a) For employees on the AT-1, AT-2 and AT-3 **and A-2** salary matrices, the work year shall consist of one hundred eighty-four (184) workdays. ~~For employees on the A-2 salary schedule, the work year shall consist of one hundred eighty four (184) workdays.~~ For employees on the A-3 and A-4 salary schedules, the work year shall consist of two hundred and eight (208) workdays. Divergence from the District work calendar is permitted if mutually agreed upon by the educational diagnostician and the educational diagnostician's immediate supervisor or if mutually agreed upon by the school psychologist and the school psychologist's immediate supervisor.
- 3) Duty Day
 - a) The duty day for employees on the A-3 and A-4 salary matrices shall consist of eight (8) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event an employee on the A-3 or A-4 salary matrices regularly works less than a five (5) day week, the duty week shall consist of no more than forty (40) hours.
- 4) Remuneration and Professional Services
 - a) For educational diagnosticians, social workers, ~~nurses~~, transition specialists and licensed school psychologists, one year of qualified experience is designated as at least eight hundred (800) hours of verifiable experience (W-2 forms are acceptable verification of experience).
 - i) Article 6, A. 2. shall not be applicable to out-of-district experience earned prior to the 1981-82 school year.
 - ii) Days or hours of experience in different school years may be totaled for experience.
 - iii) **Starting in the 2017-2018 school year credit on salary matrix A-3 and A-4 shall be given for all licensed employment experience within the District.**
 - iv) Educational diagnosticians and licensed school psychologists shall be given all of their in-district experience in either job classification on each other's salary matrix.
 - v) **Audiologists and Physical Therapists with Clinical Doctorates as an entry-level credential will be placed on the A-3 salary matrix working a 208-day year/8-hour day.**
 - b) Board Certified Behavior Analysts (BCBA) will be placed on Salary Matrix A-2.
 - i) The job description for a Board Certified Behavior Analysts will include, but not be limited to:
 - (1) **The supervision of the Behavior Therapists Supervise the work of behavior therapists.**
 - (2) **Work in the schools with teachers in all intensive support programs**
 - (3) **Provide feedback to behavior therapists in order to modify academic and behavior programs best meet student needs.**
 - c) Starting in the 2014-2015 school year all newly hired Special Education and **"I License"** **1-A** special education teachers who are assigned to teach in an **Intensive Support Program (ISP), Behavior Intervention Program (BIP), District K-1 program, Autism**

Specific program, Emotionally Disordered (ED) classes Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1) and Social Emotional Support 2 (SES2) classroom (self-contained or full-day as defined by the district Special Education Department) are required to attend three (3) days of training prior to the beginning of school.

- i) For current special education employees assigned to teach in the programs previously listed, attendance for the training is optional.
 - (1) Compensation for the training will be at the employee's daily rate of pay.
- d) Differentials
 - i) Special Education Department Heads Teachers at the High School, Middle School and Elementary levels differentials shall be based on the size of the team (department) as follows:
 - (1) Teams with 4 - 15 members - \$2,800
 - (2) Teams with 16 or more members - \$3,100
 - ii) Special Education Department Heads Teachers at the High School, Middle School and Elementary levels responsibilities include:
 - (1) Assist in the development and management of a Master Calendar for IEPs and METs & re-evaluations IEPs, and progressions at school sites. If possible,
 - (a) using Microsoft® Outlook® calendar.
 - (b) combine annual IEPs, re-evaluations IEPs, and METs and progressions to reduce number of meetings.
 - (2) Ensure that Sponsor Teachers understand it is their responsibility to create FBAs and BIPs if needed.
 - (3) Arrange for IEP coverage for teachers in conjunction with the Administration.
 - (4) Collaborate with the diagnostician on the scheduling of METs.
 - (5) In collaboration with sponsor teacher, facilitate, write, and/or act as Local Educational Authority Agency (LEA) representative/principal-designee at IEPs.
 - (6) Coordinate with sponsor teachers and facilitate the submission of REEDs.
 - (7) Schedule, plan, and chair school-based Special Education Department meetings.
 - (8) Disseminate information to the school's special education staff.
 - (9) Provide assistance regarding special education laws, policies and procedures.
 - (10) Coordinate resources/curriculum adoption and material ordering for the department.
 - (11) Assist members of the department, by coordinating with school administration, school tech person, technology support personnel and IEP specialist for technology support regarding all special education computer software needs. (Synergy, Microsoft® Outlook®, etc.).
 - (12) Communicate with feeder schools regarding current classes/services to determine appropriate programming needs for progression to the next school level.
 - (13) Assist in the development of the special education portion of the school's master schedule.
 - (14) Create a system for the scheduling of individual special education students according to their IEPs.
 - (15) Ensure that all relevant and required IEP documents are delivered to Special Education Records or uploaded into Synergy.

- (16) Coordinate with sponsor teachers and facilitate the submission of ESY paperwork.
 - (17) Complete and submit transportation forms for any student who may not yet have a sponsor teacher.
 - (18) Update, coordinate and distribute class lists to Special Education staff.
 - (19) Communicate with related service providers prior to the first day of school regarding their student class lists.
 - (20) Assist the diagnostician with the compilation of out-of-district/state student transfer information.
 - (21) Communicate with sped.data@aps.edu to ensure accuracy of class lists.
 - (22) As new students enter throughout the school year, inform relevant related service providers of the services listed in the IEP.
 - (23) Contact the District Special Education Department when considering placement of a student in an Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1) and Social Emotional Support 2 (SES2) classroom.
 - (24) Attend District Special Education Department sponsored meetings and trainings.
 - (a) The District will provide a substitute for Head Special Education Teachers with classroom teaching duties.
- iii) Election/Selection Procedure for Head Special Education Teacher
- (1) Election/Selection procedures for choosing all Teachers Leaders, including a procedure for resolving tie votes, will be agreed upon by the constituents before elections take place. Teachers shall be counted as a member of each team in which they teach. Personnel from each team shall agree to choose Teacher Leaders in one of the following manners:
 - (2) Leaders shall be elected by the constituents they are elected to serve.
 - (3) Members of the constituency shall select two (2) or more persons and submit names to the principal who shall choose a leader from that list.
 - (a) Term of Office
 - (i) Teacher Leaders shall serve for a period of two (2) years.
 - (ii) If the position becomes vacant during the two-year term, a replacement shall be named for the remainder of the term according to the election/selection procedure described above.
 - (4) Procedures to Address Concerns: The following procedure will occur if there are concerns with the head teacher's ability to fulfill their his/her responsibilities:
 - (a) The principal will contact the head teacher about the concern with the teacher's ability to fulfill their his/her responsibilities based on the Head Teacher job description.
 - (b) If the concern continues, it will be documented and the principal will contact the support principal for support and training assistance.
 - (c) If, after support is provided, and the concern persists, a meeting will be scheduled with the head teacher. Attendees at the meeting will include the head teacher, the support principal, the site principal and a representative from ATF, if requested. Termination of the teacher leader's position may also be determined at this time.

- (d) The Head Special Education Teacher Rubric will serve as the evaluation tool to be used in order for both the members of the department and the principal in charge of special education at the site to provide feedback.
- iv) Teachers who teach in Intensive Support Programs (ISP), Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2) Behavior Intervention Programs (BIP), District K-1 programs, Autism Specific Programs, Social Communication Support (SCS1 or SCS2 or SCS3) and Emotionally Disordered (ED) Social Emotional Support 1 (SES1) and Social Emotional Support 2 (SES2) classes (Self-contained, full day, as defined by the District Special Education Department) shall be paid five one-hundredths (.05) of the individual teacher's contracted salary. Compensation is being provided in recognition of occasional preparation time and lunch periods that are lost due to the unique nature of these programs classrooms.
- v) The District shall continue to schedule preparation time and lunch periods for teachers and make every effort to continue to honor preparation time and lunch periods for ISP, BIP and Autism Specific Program Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1) and Social Emotional Support 2 (SES2) teachers.
- (1) The additional .05 compensation shall be the only compensation provided for any and all lost preparation periods or lunches. In the event individual teachers or schools are experiencing a high number of incidents involving lost preparation time and lunch periods, teachers shall notify the principal in writing when the preparation time and/or lunch time is lost, and the parties agree to address each individual situation with the teachers and schools involved.
- (a) Should additional pay be required for lost prep or lunchtime it will be paid on time sheets from school funds. If school funding is unavailable the principal will contact the Human Resources Department.
- (b) Those who are actually contracted to teach during their preparation period shall be paid two tenths (.2) of their contracted salary under Article 6, A.7.a. of the agreement, but shall not receive an additional .05 compensation.
- (2) Intensive Support Programs Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2) within special education programs classrooms shall be provided one (1) differential of \$1,517 for the coordination of the extramural Special Olympics.
- (3) BCBA's will receive a \$2,000 credential differential.
- 5) Instructional Councils
- a) APS and ATF recognize the following Leadership Councils:
- i) Social Workers
 - ii) Speech and Language Therapists
 - iii) Transition Specialists
 - iv) Diagnosticians
 - v) Special Education Department Head Teachers
 - vi) School Psychologists
- 6) Evaluation Procedures
- a) The school principal(s) and the district administrator responsible for the role group shall collaborate on the evaluations of transition specialists, ~~counselors, and nurses~~. The Special Education Instructional Managers Education Department Administrative staff shall evaluate educational diagnosticians and school psychologists.

7) Assignment And Transfers

- a) In the event a Special Education Related Services position becomes vacant the provisions under Article 16.D (“Vacancies in Non-classroom Positions”) shall commence.
- i) Once the position(s) for related service personnel is/are posted on the APS Special Education website, employees may apply for a voluntary transfer.
 - ii) All efforts shall be made for the creation of 1.0 FTE combinations within proximity of existing vacant positions or through mutual agreement with RSP personnel.
 - iii) The individual site and the corresponding program, according to FTE needs or combinations thereof, shall offer allocated positions.
 - iv) If two (2) or more qualified candidates are have submitted requests for the same vacancy, preference will be given to the most senior employee based on their date of hire.
 - v) Vacancies shall be defined as indefinitely open positions.

b) Program Curricular Needs

- i) Wilson reading Peer-reviewed research and evidence-based programs and other professional credentials in relation to program need and the identification of involuntary transfers.

(1) In that the District has an interest in having a special education person teacher/provider at each site trained in Wilson Reading peer reviewed research and evidence-based programs, the Federation and the District agree:

(a) In the event that there is a reduction in the special education teaching staff at a school, and the employee who is trained in Wilson reading evidence-based programs is the least senior person, then the case will be brought to a panel made up of one ATF person and one APS person.

(b) The APS/ATF Panel will consider the needs of the school’s special education students and the background and qualifications of the special education staff in a multi-sensory reading program-peer-reviewed research and evidence-based programs.

(c) In the event the District believes that a teacher’s credential or level of training constitutes a program need not identified in Article 16. B. 7. of this agreement, the case will be addressed as in 1.a. and 1.b. above.

8) Special Education Continuum Of Service Delivery Options

- a) As the Albuquerque Public Schools (APS) and the Albuquerque Teachers Federation (ATF) seek to improve the quality of services provided continue providing quality services many innovative models of service delivery have emerged. Any model for service delivery needs to accommodate all services as indicated on an individual student’s IEP.

- i) Special Education The Individuals with Disabilities Education Act (IDEA) requires that a school provide a continuum of service delivery options in order to meet the varied individual needs of students who are eligible to receive special education services. Such a continuum would could include the following:

(1) Full participation in the general education class - the student pursues the same objectives within the same activities

(2) Multi-level instruction - students attend the general classroom but pursue different objectives at multiple levels based on individual need

(3) Curriculum overlapping - a group of students is involved in the same lesson in the general education classroom but pursuing goals and objectives from different curricular areas

- (4) Alternative participation - students pursue alternative activities if the general education class does not address student needs through strategies described above
- (5) Participation in general education classes and alternative special settings
- (6) Self-contained special education services
- ii) Some models of service delivery within this continuum are part of an overarching strategy called “co-teaching” and include:
 - (1) Supportive Teaching - one teacher presents content, another provides enrichment
 - (2) Parallel Teaching - teachers sometimes work in separate groups in the classroom
 - (3) Complementary Teaching - certain learning strategies within the context of a content lesson
 - (4) Team Teaching - both teachers share the whole class instruction; lessons can be divided and there may be simultaneous instruction
 - (5) The intent of the IDEA is to serve all children within the general education setting (whenever **possible-appropriate**) with the use of supplemental aids and services. Removal from general education **can should** occur only after the **District IEP Team** can justify that the student’s needs cannot be satisfactorily met in the general education setting, **even with supplemental aids and services**. The District and the Federation support all schools in their endeavors to achieve the least restrictive environment for each student.
- b) Definitions
 - i) Often, the differing interpretations of terms are so varied that meaningful dialogue becomes hampered. The following definitions are offered in order to develop a common vocabulary. The following terms have a basis in state and federal regulations.
 - ~~(4)~~ Special Education: The Individuals with Disabilities Act (IDEA) guarantees that students with disabilities will have “a free appropriate public education (FAPE) that emphasizes special education and related services designed to meet their unique needs.” **and prepare them for employment and independent living” (1997 amendments).**
 - (2) Least Restrictive Environment: A term referred to in IDEA that requires:
 - (a) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled and that placement in special classes, separate schooling or other removal of children with disabilities from the regular educational environment occur only when the nature or severity of the child’s disability is such that education in general education classes, with the use of supplementary aids and services cannot be achieved satisfactorily.
 - (3) Inclusion: Not a term used in regulation but is a philosophy (not a program or strategy) that believes all students in a school should have equal access to all program and services in an integrated setting. It is a belief that each individual is valued and belongs to the school and the surrounding community.
- c) Special Considerations And Suggestions
 - i) The following **programs services** are provided to assist schools in structuring **programs services** to meet special education students’ individual needs:
 - (1) Special education is an integral part of the total educational enterprise, not a separate entity nor a place. It is a means of enhancing the capacity of the educational system to serve the needs of all students.

- (2) Decisions about the appropriate education for students with disabilities must be made on an individual student basis. Each decision must be a cooperative venture involving educators, parents and, when appropriate, the student.
 - (3) The aim of any service must be to facilitate the provision of an appropriate education for the student. A clearly stated educational rationale is necessary to remove a student from his or her current educational setting to a more or less restrictive environment within the continuum of services.
 - (4) The commitment to educate a student with disabilities in the general education classroom setting should continue to the degree that is consistent with meeting the specific needs of that student.
- d) Summary
- i) The planning, selection, and availability of service options must be based solely on individually identified student needs. In all cases, the general education setting must be considered first, especially given the strategies available to general and special education personnel. If, after special consideration, it is determined that the student will not benefit from full inclusion participation in the general education setting, a variety of other settings may be considered with the least restrictive educational setting identified as a guiding principle.
 - ii) There have been proposals by some schools to eliminate all self-contained or segregated special education service options. This would obviously result in a continuum of services not being made available to students in those schools. The District and the Federation support individual children being served in a general education classroom 100% of the time with appropriate support as just one option within the continuum of services. The District and the Federation cannot support full inclusion as a policy/practice in which all students with disabilities receive their total education within the general classroom, without regard for their individual needs. All schools are expected to meet the individual needs of their students unless the district has created a specially designed program classroom to meet the needs of a low incidence population of students.

MEMORANDUM OF UNDERSTANDING HEAD SPECIAL EDUCATION TEACHER POSITIONS

The District and the Federation agree that, as funds become available, the position of Head Special Education Teacher at each school site will transition from an elected position to an allocated FTE. If the position of Head Special Education teacher comes with an allocation, then principals may hire specifically for that position. It will be a requirement of the job to attend Special Education Department sponsored meetings and trainings scheduled specifically for this role group.

The parties further agree that priority consideration for FTE allocations will be given to schools with either:

- The greatest number of special education programs classrooms or;
- A large number of programs serving ISP, BIP or Autism Specific Intensive Global Support 1 (IGS1), Intensive Global Support 2 (IGS2), Social Communication Support (SCS1 or SCS2 or SCS3), Social Emotional Support 1 (SES1) and Social Emotional Support 2 (SES2) students and,

- Based on release time available for the head teacher to perform his/her duties as determined by the school's special education department and the principal.

The transition from an elected position to an allocated FTE will be:

- At the end of the elected term or during a vacancy
- By mutual agreement between ATF and APS

MEMORANDUM OF UNDERSTANDING SPECIAL EDUCATION TEACHER PREPARATION TIME

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

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

~~MEMORANDUM OF UNDERSTANDING
TERM LIMITS FOR SPECIAL EDUCATION RESOURCE TEACHERS IN THE MENTOR
PROGRAM: AN APS/ATF/UNM PARTNERSHIP~~

~~Positions for Special Education Resource Teachers in The Mentor Program: An APS/ATF/UNM Partnership will be rotated to maximize professional development opportunities for eligible participants. A special education teacher may serve as a resource teacher for one (1) three-year term. A resource teacher who has completed one (1) three-year term may apply annually for an additional one-year assignment, not to exceed three (3) additional years. A teacher may serve as a resource teacher in The Mentor Program a maximum of six (6) years.~~

~~Current resource teachers who have completed three (3) or more years in The Mentor Program as of May 28, 2010 will be considered as having completed one (1) three-year term and may apply annually for an additional one-year assignment beginning with the 2010-2011 school year, not to exceed three (3) additional years [maximum of six years].~~

MEMORANDUM OF UNDERSTANDING
SUPPORT & RELATED SERVICES PERSONNEL TASK FORCE ON MENTORSHIP
PROGRAM

ATF and APS agree to establish an APS/ATF Task Force on mentoring for Support and Related Services Personnel during the ~~2015-2016~~ 2017-2018 school year.

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 equal number of teachers selected by the union.

Task Force work will start no later than August 15th and conclude no later than December 15, 2017.

APPENDIX I.3
MEMORANDUM OF UNDERSTANDING
SPECIAL EDUCATION VACANCIES & COMPENSATION

- A. A posted 1.0 vacancy at a school with no acceptable applicants can be traded for up to five .2 contracts to other special education teachers in that same program type of classroom, at the discretion of the principal. A .2 contract extension is an agreement to buy a teacher's prep time. This also applies if a school has a half time (.5) vacancy but nothing smaller than a .5 will be considered when buying a teacher's prep time with a .2 contract extension.
1. If the principal agrees to trade the posted vacancy for extended contracts, the Special Education Department will create and process those extensions, backdated to the date of the posted vacancy, and deliver them to Human Resources for processing. These contracts and the withdrawn vacancy will remain in effect until the end of the school year, unless there is a significant drop in numbers for the special education programs classrooms affected by the extensions.
- B. To be compensated at schools where a vacancy is not traded for extended contracts for additional services to students required to cover the IEP for a student being instructed by a substitute, a teacher must:
- a. Perform one or more of the following services:
 - 1.) IEP preparation
 - 2.) Functional Behavioral Analysis (FBA) or Behavior Intervention Plan (BIP)
 - 3.) Reevaluation Document (REED)
 - 4.) Referral follow up/Ancillary (OT/PT, SW etc.)
 - 5.) Progress towards Goals
 - 6.) IEP meeting
 - 7.) Manifestation Determination Review
 - 8.) No Show
 - 9.) Health/Mental Health Teams consultation
 - b. Fill out a time sheet specifying the time spent to perform those services.
 - c. The documentation must be verified by the Head Teacher and Site Administrator.
 - d. The form will be sent to APS District Special Education for processing.
 - e. Payments at the instructor's hourly rate will be processed in a timely manner and paid.

**MEMORANDUM OF UNDERSTANDING
A-2 SALARY SCHEDULE EMPLOYEES DIFFERENTIALS**

A-2 employees

- 1) Shall be reimbursed up to \$200 a year for professional association fees.
- 2) Shall be reimbursed up to \$200 for licensure fees.
- 3) Shall be reimbursed up to \$500 per year for professional development/CEU's.
- 4) Differential pay in the amount of \$1,300 shall be offered to the following A-2 employees servicing students in the following District Programs:
 - a) Intensive Global Support 1 (IGS1)
 - b) Intensive Global Support 2 (IGS2)
 - c) Social Communication Support (SCS1 or SCS2 or SCS3)
 - d) Social Emotional Support 1 (SES1)
 - e) Social Emotional Support 2 (SES2).
 - i) Teachers must submit the Differential Eligibility Form for the occasional loss of lunch and prep due to servicing students in the above programs.
- 5) A credential differential of \$1000 shall be paid for additional relevant professional certifications such as but not limited to NBCOT, RESNA, NDT, School-Based Therapy, ATP, TDPT, LEND, Sensory integration/processing, etc.
- 6) Every effort shall be made to include A-2 employees in IEP's.

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**APPENDIX I.3 (revised November 2015)
MEMORANDUM OF UNDERSTANDING
SPECIAL EDUCATION VACANCIES & COMPENSATION**

- C. A posted 1.0 vacancy at a school with no acceptable applicants can be traded for up to five .2 contracts to other special education teachers in that same program, at the discretion of the principal. A .2 contract extension is an agreement to buy a teacher's prep time. This also applies if a school has a half time (.5) vacancy but nothing smaller than a .5 will be considered when buying a teacher's prep time with a .2 contract extension.
 1. If the principal agrees to trade the posted vacancy for extended contracts, the Special Ed Department will create and process those extensions, backdated to the date of the posted vacancy, and deliver them to Human Resources for processing. These contracts and the withdrawn vacancy will remain in effect until the end of the school year, unless there is a significant drop in numbers for the special education programs affected by the extensions.
- ~~D. Creating a new vacancy is determined on a case-by-case basis. The process is as follows:
 1. The Head Special Ed teacher presents the staffing need to the site administrator. The site administrator sends the request to the Associate Superintendent of Special Education or designee and the Director of Budget for Special Education. Once the FTE is approved, the vacancy is posted immediately.~~
- ~~E. As the school year goes on and students are placed through the IEP process in Special Education, but there are not enough students to add a teacher position, special education and teachers in gifted education are eligible to receive compensation at the employee's hourly rate for services performed that exceed the teacher's 1.0 position.~~

1. In order to be eligible for the extra compensation the student(s) must appear on the teacher's caseload on an official count date (40,80,120,EOY).

B. To be compensated at schools where a vacancy is not traded for extended contracts for additional services to students **required to cover the IEP for a student being instructed by a substitute, a teacher must:**

a. Perform one or more of the following services

- 1.) IEP prep
- 2.) Functional Behavioral Analysis (FBA) or Behavior Intervention Plan (BIP)
- 3.) Reevaluation Document (REED)
- 4.) Referral follow up/Ancillary (OT/PT)
- 5.) Progress towards Goals
- 6.) IEP meeting
- 7.) Behavior Manifestation /Hearing
- 8.) No Show
- 9.) Health/Mental Health Teams consultation

b. Fill out a form with a menu of services and document the time to perform those services on a time sheet.

c. The form must be verified by the Head Teacher and Site Administrator.

d. The form will be sent to APS District Special Education for processing.

e. Payments will be processed in a timely manner and paid as soon as possible.

2. If possible, additional students should not be assigned to teachers who are already assigned a .2 contract extension.

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MEMORANDUM OF UNDERSTANDING

In-district Experience for Educational Diagnosticians and Transition Specialists (A-3) and Licensed School Psychologists (A-4) Employees

Starting in the 2017-2018 school year credit on salary schedule A-3 and A-4 shall be given for all certified employment experience within the District.

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e-Cademy Summer School

Article 6.A.7.j. Teacher positions for online summer school 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.) Good faith efforts will be made to keep the summer school class sizes at approximately 30 per teacher and leveled among teachers.

2.) The librarian and counselor positions for e-Cademy will be paid at the individual employee's hourly rate.

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

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

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

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

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

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Article 5.G.

Collaboration/Professional Learning Communities

1. The District and the Federation support teachers to work in collaboration with colleagues in Collaboration/Professional Learning Communities (PLCs).
2. Collaboration/PLCs involve a team of educators committed to working together and collaborating in ongoing processes of collective inquiry and action research in order to improve teaching and learning.
3. The purpose of Collaboration/PLCs
 - a. Share leadership.
 - 1.) Shared leadership in the context of the Collaboration/PLCs reinforces the vital role of teacher leadership in educational change, community and culture building in schools.
 - 2.) Teacher leadership ensures a focus in the Collaboration/PLCs discussion on pedagogy and turning ideas into action, looking at the evidence and the impact on student learning.
 - b. Discuss teaching and learning and how the practices affect student learning.
 - c. Provide teachers opportunities to share what they know.
 - d. Provide teachers opportunities to consult with peers about problems of teaching and learning.
 - e. Provide teachers opportunities to observe peers teaching.
 - f. Foster collective learning among staff and application of the learning to solutions that address students' needs.
4. Teachers will be supported to meet regularly in teams to answer these four questions:
 - a. What is it we expect students to learn and why?
 - b. How will we know if they have learned it?
 - c. How will we respond when they don't learn?
 - d. How will we respond when they already know it?
5. A Collaboration Team/PLC should have something professional in common. What they have in common depends on the school. Members could share content, students, or roles including all support and related services personnel.
6. The District/School creates a mission, outcomes and goals for the collaborative/PLC time together. The District and the Federation agree that one focus area for Collaboration/ PLC time will be the ongoing implementation of the Common Core State Standards. This focus should include an analysis of the implementation process and the subsequent student learning. Refer to the Instructional Council language, Article 7, A. 8.
7. The individuals within the Collaboration/PLC will decide how best to achieve the mission, design strategies to achieve the outcomes and choose how to measure progress toward the goals. Ultimately, the goal is to deepen the content knowledge and pedagogical skills of all teachers in order to continuously revise instructional strategies in response to evidence of student learning.
8. Collaboration/PLC facilitators
 - a. The role of the facilitator is to maximize the effectiveness of meetings through the use of agendas, protocols and facilitation skills.
 - b. The focus and the conversation should rise from the group.
 - c. District resources are provided that can guide the Collaboration/PLC conversation. These resources are optional.
9. High Schools
 - a. Academies/SLCs/teams at the 9th and 10th grades can be the same as PLCs.

- b. 11th and 12th grade teachers who have the same collaborative period and are in the same career academy can meet as a PLC. They can also meet as a content PLC.
 - e. High Schools are encouraged, whenever possible, to create PLC groupings based on content area.
10. Individual preparation time shall be considered separate and exclusive from collaboration/PLC time.

Collaboration time

1. The District and the Federation support educators to work in collaboration with colleagues during collaboration time.
2. Collaboration involves a team of educators committed to working together and collaborating in ongoing processes of collective inquiry and action research in order to improve teaching and learning.
3. A collaborative team should have something professional in common. What they have in common depends on the school. Members could share content, students, or roles including all support and related services personnel.
4. Ultimately, the goal is to deepen the content knowledge and pedagogical skills of all educators in order to continuously revise instructional strategies in response to evidence of student learning. The focus and the conversation should rise from the group of educators. Members should ensure equity of voice within the group.
5. Individual preparation time shall be considered separate and exclusive from collaboration time.

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Article 16, ASSIGNMENT AND TRANSFERS

A. Voluntary Transfer

1. In order to voluntarily transfer, the teacher responds to a posted advertisement in Career Opportunities (www.aps.edu) or an otherwise open position.
 - a. The Department of Human Resources will make available on the District web site, job line and to all work sites where teachers are assigned, the description of anticipated and real job vacancies as soon as they become available. Such description will include the name of the school and type of vacancy.
 - b. Vacancies published after the last day of school shall be posted on the District website and job line and will be available to teachers at the Department of Human Resources.
 - c. Principals shall notify the Department of Human Resources of vacancies at the time the principal is notified in writing of any change that would lead to such vacancy.
2. Teachers seeking a voluntary transfer apply directly to the principal or supervisor at the site to which the transfer is sought.
3. To process the voluntary transfer, the principal/supervisor submits an employee request form to the Department of Human Resources.
4. When a voluntary transfer position is offered to the teacher by the Department of Human Resources and accepted by the teacher, the transfer is complete.
5. If an offer for a voluntary transfer does not occur prior to one (1) week before the teacher contract begins, the start of the new school year, teachers will remain in their original position through the first twenty (20) day count.
6. Teachers accepting a new position after the first twenty (20) day count will remain in their original position until the end of the current grading period or for a period not to exceed ten (10)

workdays, whichever period of time is greater. Earlier movement may occur if agreed upon in writing by both principals.

7. Desire to be transferred to a school closer to a teacher's home shall be given serious consideration.
8. In the event a Special Education Related Services position becomes vacant the provisions under Article 16.D (“Vacancies in Non-classroom Positions”) shall commence.
 - a. Once the position(s) for related service personnel is/are posted on the APS Special Education website, employees may apply for a voluntary transfer.
 - b. All efforts shall be made for the creation of 1.0 FTE combinations within proximity of existing vacant positions or through mutual agreement with RSP personnel.
 - c. The individual site and the corresponding program, according to FTE needs or combinations thereof, shall offer allocated positions.
 - d. If two (2) or more qualified candidates are have submitted requests for the same vacancy, preference will be given to the most senior employee based on their date of hire.
 - e. Vacancies shall be defined as indefinitely open positions.