

ALBUQUERQUE TEACHER FEDERATION

Addendum 2021-2022

All agreed to language

- ~~Strike through~~ = deleted language
- Underline = added language

This change embeds the use of the word “educator” as a more inclusive term for all the licensed staff represented by ATF. Also deletes an old reference to no longer existing salary matrix and it officially includes Community School Coordinators (CSCs) in the ATF bargaining unit.

Article 1. GENERAL PROVISIONS

A. Definitions

1. The term ~~“teacher”~~ “educator” for the purpose of this Agreement shall mean all licensed employees whose salaries are based on salary matrices AT-1, AT-2, AT-3, A-2, A-3, ~~and A-4,~~ and Certified Occupational Therapist Assistants (COTAs) and Physical Therapy Assistants (PTAs) and Community School Coordinators unless specified otherwise herein. All employees whose salaries are based on other salary matrices are excluded from this unit.

This change clarifies that when a person returns to APS after severing employment, that ATF membership is automatically reinstated in only certain circumstances. Employees returning after a separation in employment must resubmit a member application.

Article 2.C. FEDERATION RIGHTS

C. Dues Deduction

6. The District agrees to deduct from the wages of members of the Federation, periodic Federation dues on the basis of a properly executed authorization form of which a copy is attached to this Agreement.
Refer to Appendix M: ATF Membership Application Form
7. The amount of the deduction to be made from each teacher's wages will be certified in writing to the District by the Treasurer, President or Executive Vice-President of the Federation. In the event the Federation dues are changed, the District agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Federation.
8. Dues deduction shall continue from year to year without further authorization and at current monthly dues amounts unless the authorization to deduct is revoked by the teacher as provided herein. Dues authorized will be determined by the Federation and will be set at an amount for each payroll deduction.
9. Dues deduction shall resume for teachers returning from an extended leave of absence unless authorization to deduct is revoked by the teacher.
10. In the cases where rehiring an employee who has previously retired or resigned, dues shall only resume once the educator reauthorizes dues deduction by submitting a membership card.

This agreement ensures that no one will have to teach both in person AND online at the same time unless they agree to. Provides short form to document any agreements to simultaneously teach in person and online.

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

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

13. Pending public health orders that allow for full in-person schooling, during the 2021-2022 school year and in all subsequent years, educators will be required to teach either online or in person, but not both simultaneously, unless they have volunteered to do so.
 - a. The principal will consult with individual employees regarding a simultaneous assignment.
 - b. Educators who agree to a simultaneous assignment will sign the Agreement to a Simultaneous Assignment.
 - c. The agreement must be re-signed yearly.
 - d. APS HR and ATF agree to address issues on a case-by-case basis starting at the lowest possible level.

Agreement to a Simultaneous Assignment

_____ agrees to a simultaneous assignment for the _____ school year.

Teacher's Signature

Principal's Signature

Date

Date

Each party is responsible for keeping a copy of this agreement for their records.

Reduces the duty day of all employees paid on the A-3 salary matrix from an eight-hour day to a six- and one-half hour duty day without loss of annual pay, thus increasing the hourly rate of these employees so that they have parity with Level 3 teachers.

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

C. Duty Day

12. For employees on the AT-1, AT-2, AT-3, A-2 and A-3 salary matrices, the duty day shall consist of six and one-half (6 1/2) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event a teacher regularly works less than a five (5) day week, the duty week shall consist of no more than thirty-two and one-half (32 1/2) hours. The duty day for employees on the A-3 salary matrix 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

Clean up. Deletes the term "Student Led Conferences."

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

H. Advisories and Student Led Conferences

1. The primary purpose of Advisory is to focus on building relationships between students and a significant adult, but the time may require addressing other issues.
 - a. The Instructional Council, in collaboration with all staff, shall decide how to differentiate Advisory by grade level.

Clarifies that teachers shall provide emergency lesson plan at the beginning of each semester.

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

I. Teacher Absence/Substitutes

12. The District shall make every effort to provide a certified substitute teacher when necessary during the absence of a teacher.
13. Whenever a teacher is going to be absent, regardless of whether a substitute teacher is required, the teacher is required to call the Substitute Employee Management System (SEMS). Such calls should be made before 6:30 a.m. on the day of the absence. Teachers shall also notify the principal at their first work location of their absence.
14. For more than a routine absence, a teacher may request, through the principal a specific substitute to cover during the teacher's absence. To the extent possible, this request shall be honored.
15. When absent ten (10) consecutive days or fewer, teachers shall provide lesson, instruction and classroom management information for substitute teachers.
 - a. Lesson plans are required for all categories of extended leave and when leaving a position vacant due to transfers.
 - b. Substitutes shall be responsible for carrying out the lesson plans and instruction provided by the absent teacher and shall exercise proper classroom management.
16. **Teachers shall provide emergency lesson plans to the site administrator at the beginning of each semester (no later than week 3) and shall update emergency lesson plans as necessary.**

Allows principals to request information about collaboration time and clarifies what information is appropriate. Clarifies that Community School Coordinators are entitled to monthly collaboration time.

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

G. 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. **Principals may request documentation from collaboration meetings. Documentation may include agendas, minutes, and/or product creations. The documentation provided will be based on the structure and the desire of the collaboration group.**
6. Individual preparation time shall be considered separate and exclusive from collaboration time.
7. **Community School Coordinators shall be granted monthly collaboration time as a whole group.**

Updates equipment to include dedicated workspaces for itinerant staff to work with students. The new language ensures staff will have APS devices that are no more than five years old. Includes student chairs, and provision for adequate spaces for evaluators, counselors, nurses, and social workers.

Article 5, CONDITIONS OF PROFESSIONAL SERVICE

M. Equipment and Work Stations

1. **Basic equipment for all educators shall include a desktop computer and/or laptop that is no more than 5 years old, internet access, access to a working printer with paper, a desk and chair, a locking file cabinet, a bookshelf, access to school/worksite phones, access to long-distance phone service, and access to a working copy machine with paper. Employees shall use APS email for any business-related communication pursuant to the APS Employee Technology Acceptable Use Policy.**

- a. District evaluators (Educational Diagnosticians, School Psychologists, Social Workers, and SLP/Motor evaluators) shall have access to a student chair, appropriate and complete test kits, protocols, and access to online scoring programs.
 - b. School nurses shall have access to a fireproof, locking file cabinet and a locking cabinet for medications, and a refrigerator-freezer with an ice maker.
 - c. All itinerant related service educators (APE, OT, PT, etc.) shall have a dedicated space to work with students at all of the schools at which they are assigned.
 - d. Counselors and Social Workers shall have at least 2 student chairs and a table for mediation/conflict resolutions.
12. Basic equipment for a teacher shall include a computer or laptop with internet access and access to a working printer, a teacher's desk and chair, a secure file cabinet and a bookshelf. Employees shall use APS email for any business related communication pursuant to the APS Employee Technology Acceptable Use Policy.
13. Basic equipment for an educational diagnostician and school psychologists shall include a desk, a table, two chairs, a secure file cabinet, a bookshelf, access to school phones and access to District computers.
14. Basic equipment for school nurses shall include a computer with internet access and printer w/ paper (to access the District student information system and print out reports and immunization records) a fireproof, locking file cabinet (to maintain medical records per HIPAA federal regulations) and a locking cabinet for medications

Starting this school year, all verifiable years of work experience in an educational role requiring a license will be counted towards step advancement for all role groups. Also removes the previous cap of only allowing ten years of past teaching experience.

ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES

A. Salaries & Reciprocity

- 8. Salary matrices (AT-1, AT-2, AT-3, A-2, A-3 and the TAN) including longevity indexes, are subject to review annually. Refer to [Appendix A Salary Matrices on pages 74-80](#)
- 9. Credit on the salary matrix shall be given for all years of qualified in-district experience, and starting the 2021-2022 school year, all years of qualified out-of-district experience in a licensed educational role shall be credited.

Clarifies when the stipend rate or an employee's individual hourly rate is paid. Also increases the stipend rate to \$25 per hour starting next school year.

Adds language allowing nurses to be paid .2 extended contracts for covering vacant positions for extended periods of time. It also allows nurses to submit timesheets when occasionally covering other sites due to nurse absences.

ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES

- 3.) All complete time sheets must be signed by the principal and the principal's supervisor and shall be submitted to the APS Payroll department.
- b. An educator performing duties which result in a required extension of the duty day shall be at the individual's hourly rate.
 - 1.) All required PD outside of the duty day shall be paid at the individual's hourly rate.
- c. An educator voluntarily working with students in a school-sanctioned before or after school program, shall be paid \$22.00 per hour.
 - 1.) Starting in 2022-23 voluntary stipend rate will be \$25.00 an hour.
- d. A nurse performing additional duties shall be paid a .2 as a result of a FTE vacancy. The additional duties include:
 - 1.) An extended assignment at an additional school beyond the original 1.0 assignment(s).
 - 2.) Working long term without an assigned health assistant.
 - 3.) Working as the only nurse where two nurses would usually be assigned.
 - a.) Compensation is for the period of time in which the additional duties are assigned.
 - 4.) A nurse covering a school on an occasional basis due to absences can be paid for lost prep time on time sheets.
- e. Teacher and counselor positions for eCADEMY online summer school classes will be paid at the rate of \$3,600 per session based on the enrollment at the close of registration on the second day of class.

New language to clarifying the advancement process.

ARTICLE 6, REMUNERATION AND PROFESSIONAL SERVICES

16. Compensation related to licensure advancement

a. The New Mexico 3-Tiered Licensure System

- 1.) The employee must submit the Professional Development Dossier by October 15th.
- 2.) The license issued by NMPED as a result of passing the dossier must take effect the current year in order for an increase in pay to be effective, including retroactive pay, during the current school year.
- 3.) The employee must submit a copy of the license to the Department of Human Resources for the compensation increase to be processed in accordance with the state's 3-Tiered Licensure System.

b. The APS/ATF Career Pathway System (CPS)

- 1.) An Intent to Submit form must be sent to the ATF Office no later than August 15th by:
 - a.) Fax to 505-266-1967, or
 - b.) Email to cps@atfunion.org, or
 - c.) Interschool mail to CPS/ATF
- 2.) The deadline for portfolio submissions is September 15th at 4:00 P.M.
- 3.) CPS Portfolio passing scores must be submitted by ATF/CPS to Human Resources no later than October 15th for an increase in pay to be effective, including retroactive pay, during the current school year.

Establishes that large group IC trainings will be held annually. Acknowledges that Transition Specialists also identify as Rehabilitation Counselors. Establishes two new district Instructional Councils; Low Incidence and Transition Services.

Article 7, INSTRUCTIONAL COUNCILS (ICs)

- C. The District and the Federation agree to support the work of each school's Instructional Council (IC). ICs are established as part of a collaborative effort to improve and support the teaching and learning process in the Albuquerque Public Schools. It is the intent of the District and the Federation to allow the individuals on each council to use their collective expertise and experience concerning their site and community to address school issues that fall within the scope of instructional improvement. The following requirements and recommendations set limited parameters.
1. The IC includes the principal, a federation representative elected by federation members at the school, teachers elected by teachers, and parent representative(s) of the school parent body recognized by the school and may include representatives of other bargaining units as defined in their respective negotiated agreements, and any other personnel and/or students deemed appropriate by the IC and elected by their constituent group.
 2. Teachers shall comprise at least fifty percent (50%) of the IC.
 3. Meetings shall be open to any member of the school staff or school community.
 4. The IC shall comply with Negotiated Agreements, Board policies, District procedures/directives, New Mexico laws/regulations and Federal laws/regulations when addressing issues. Issues shall be addressed in a collaborative manner.
 5. Specific structure and protocol for the IC shall be developed by the IC and published for the school community.
 6. If a decision concerning an issue cannot be reached, and a decision must be made because the issue at hand is time-sensitive, then the IC will defer to the principal.
 7. IC members have certain obligations, rights and responsibilities of membership, including attending and actively participating on the IC; reaching out to the diversity of the represented group to hear their opinions and ideas; communicating those opinions to the IC; supporting goals and strategies to implement the school's Educational Plan as mandated by the state; checking with supportive documents such as Board Policy and the Negotiated Agreement; and collectively supporting the school improvement process.
 8. Yearly training(s), led jointly by representatives of APS and ATF, shall be offered to all Instructional Council members, at a central location, to guide IC members in the school improvement process and their obligations, rights, and responsibilities of membership.

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

D. Leadership Councils: At large Constituent Groups

1. Employees may create district-wide at-large Leadership Councils when employees with common areas of interest and expertise are assigned at different schools throughout the district. Constituent Leadership Councils will include administrators and employees and shall be recognized by the District and the Federation.
2. APS and ATF recognize the following Leadership Councils:
 - a. Nurses
 - b. Counselors
 - c. Social Workers
 - d. Speech and Language Therapists
 - e. Transition Specialists Rehabilitation Counselors
 - f. Evaluators (Diagnosticians, School Psychologists, SLP & OT Evaluators)
 - g. Special Education Department Head Teachers
 - h. Motor Therapists (OT, PT, OMS, APE)
 - i. Low Incidence Groups (Signed Lang. Interpreters, VI itinerants, HI itinerants, Audiologists, OMS)
 - j. Transition Services (CBTS)

Adds line "F" to clarify that ATF will choose teacher representatives for any joint work done between ATF and APS.

Article 8, TEACHER COMMITTEES

- E. All committee meetings and time requirements scheduled outside of the duty day are voluntary with the exception of meetings scheduled in accordance with Article 5. C. 4.
- F. The Federation shall have purview over selection of educator representatives engaging in joint committee work with the district.

Language clean up. Clarifies Mentor Coordinator responsibilities. Changes the term "Principal" to "Supervisor." Clarifies that currently only "new to the profession" E&RSE staff will get a mentor. Also clarifies who hires and who matches E&RSE mentors. Makes minor changes to the PAR process to ensure better due process.

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

A. Mentor/PAR Program Description

1. As a part of APS and ATF's commitment to provide a continuum of support for teachers, the district and union created both the Mentor Program and the Peer 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 Level 1, b Beginning t Teachers. The APS/ATF PAR Program provides support to struggling teachers.
2. Joint Governance PAR Panel
 - a. The Joint Governance PAR Panel (JGP Panel) is the governing body of both the Mentor and PAR programs and, as such, will preside over all aspects of the Mentor and PAR programs.
the 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 protocols, guidelines and compliance questions and concerns, shall be referred to, and addressed by, the JGP Panel.
 - c. (f) Each panel member will:
 - 1.) Attend meetings throughout the school year and in the summer. The meetings will be held outside the duty day. Attendance and full participation is expected from each panel member. If more than three (3) meetings are missed, the Panel member may be replaced by APS or ATF.
 - 2.) Participate in ongoing design and oversight of the Mentor/PAR programs.
 - 3.) Maintain consistent communication and coordination with APS and ATF.
 - d. (g) 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 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. (d) The JGP Panel is composed of: two (2) teachers and two (2) administrators from APS, the Union President or designee, the Executive Director of Labor Relations or designee, the Mentor and PAR Program Coordinators (8 members).
 - g. (h) 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. The Mentor and PAR Program Coordinators
- a. The coordinators must hold a Level 3 teaching license, with a preference for National Board Certification, and be co-selected by APS and ATF.
 - b. The coordinators will be responsible for day-to-day activities of their specific programs.
 - c. The **Mentor and PAR program** coordinators shall be paid according to the Level 3 Teacher Salary Matrix. Work required during the summer months shall be compensated at the coordinator's individual hourly rate of pay.
 - d. The **Mentor and PAR program** coordinators will have the support of a full-time secretary and full-time clerk.

B. Mentor Program

1. Beginning Teachers who hold a New Mexico Level 1 / 1-A teaching license are required to be in the District Mentoring Program for two semesters. **The Mentor Program is designed to support Level 1, Beginning Teachers in the development of their professional responsibilities.** The program provides individual support for every Level 1/1A Beginning Teacher from designated, program-approved Mentors who are level 2 or 3 district teachers. **The Mentor Teacher works directly with the Beginning Teacher to provide constructive, non-evaluative support. The goal of the Mentor Program is to retain the highest caliber of teachers.**
2. Mentor Program Coordinator
- a. Coordinator responsibilities include the following:
 - 1.) Attend Joint Governance PAR Panel meetings, **as needed.**
 - 2.) Develop materials **and prepare reports** for the JGP Panel as needed, including program guidelines **and surveys results.**
 - 3.) **Collaborate and communicate regularly with the Mentor Program Coordinator regarding both the Mentor and PAR programs, and the related collaborative duties.**
 - 4.) Collaborate with ATF to recruit ~~m~~Mentors, **and o**Oversee the Mentor application and selection process.
 - 5.) Maintain responsive, up-to-date communication with district teachers, administrators, and Human Resources.
 - 6.) **Collaborate with HR and Business Information Systems to identify qualifying Level 1, Beginning Teachers.**
 - 7.) Match Mentors to **Level 1,** Beginning Teachers.
 - 8.) **Oversee the selection of Lead Mentors, and their work.**
 - 9.) ~~Coordinate and staff, in e~~**Collaborate** with Lead Mentors, and ATF in the planning and development of professional development classes for the Mentors.
 - 10.)**Submit differentials to HR and track program budget.**
 - 11.)**Confirm completion of mentorship requirements, and enter completion data into Lawson.**
 - 12.)Maintain program records, including a comprehensive database, Google Classroom documents, and Mentor files.
 - 13.)Conduct Beginning Teacher and Mentor Teacher end-of-year surveys; **collect, analyze and prepare the data, in order** to present at the JGP Panel yearly retreat.
 - 14.)**Prepare reports on the program for the Joint Governance PAR Panel, and upon request, the APS/ATF Leadership Team.**
3. JGP Panel Role in Mentoring
- a. The JGP Panel is the governing body of the program.
 - b. All JGP Panel members are responsible for making program decisions.
 - c. The JGP Panel approves and revises all guidelines for The Mentor Program, including detailed procedures and processes for Mentor selection, preparation, and support; and clearly defines roles and responsibilities.
4. Mentor Teachers
- a. The APS Mentor Program will take a comprehensive approach to providing qualified and approved Mentors for each Beginning Teacher in the school district.
 - b. Mentor Selection Process
 - 1.) In order to be eligible to mentor a Beginning Teacher, a teacher must have attained a Level 2 License. New Mexico Teacher Level 3 Licensure is preferred.

- 2.) Qualified 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.) Approved Mentors will remain in full- or part-time positions in their classrooms or departments. This arrangement will help guarantee that Mentors maintain a connection with the daily work of classroom teaching.
 - 5.) Approved Mentors who have been inactive for three (3) or more years may be required to reapply to the program.
5. Mentor Preparation and Support
- a. During the school year, Mentors will receive support, technical assistance, and professional development.
 - b. Mentors will attend professional development classes monthly for 2 hours after school that will address, but will not be limited to the following topics:
 - 1.) Overview of roles and responsibilities.
 - 2.) Record keeping responsibilities and documentation of activities that are shared with the Mentor Coordinator.
 - 3.) Research on mentoring and questioning techniques to assist Beginning Teachers to think critically about their practice.
 - 4.) Research on teacher development.
 - 5.) Formative and summative student assessment.
 - 6.) Confidentiality and the non-evaluative nature of mentoring.
 - 7.) All new **MM** Mentors will attend the introductory mentoring professional development class.
6. Mentor Roles, Responsibilities and Compensation
- a. The chief role of the Mentor is to offer support and practical advice to Beginning Teachers based on observation of and discussion about experiences related to the Beginning Teachers' teaching over the course of the year.
 - b. School-based Mentors
 - 1.) School-based Mentors shall have a full or part-time teaching load and work with 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 \$1,000 per semester for mentoring one teacher in their school; \$2000 for mentoring one teacher for one year and \$4,000 for mentoring two teachers for one year. No more than two teachers can be assigned to a Mentor at one time.
 - 3.) School-based Mentors who are released part-time from their classroom-teaching load will maintain at least a .4 teaching load and receive \$500 for a full year for each Beginning Teacher they mentor in compliance with the Mentor responsibilities. A full load for a part-time release Mentor shall not exceed four (4) Beginning Teachers.
 - a.) Secondary level Mentors will receive release time of an average of 40% of their teaching load, depending on their caseload.
 - b.) Elementary Mentors may share a class.
 - c. Full-time Release Mentors and Consulting Teachers will not receive additional compensation for their work as a Mentor. The caseload for a full time Mentor shall be no less than ten (10) and no more than twenty (20) beginning teachers.
 - 1.) Full-time Release Mentors and Consulting Teachers will help develop the Mentor Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
 - 2.) Full-time Release Mentors and Consulting Teachers help to ensure the success of the Mentor Program. Their job responsibilities may include, but are not limited to, the following as directed by the program coordinator:
 - a.) Participate in interviews for new Mentors.
 - b.) Review logs and observation forms from Mentors.
 - c.) Outreach in schools.

- d.) Data entry and oversight of Mentor documentation.
 - e.) Help track Mentor and Beginning Teachers.
 - f.) Mediate conflicts between Mentor and Beginning Teachers.
- d. Mentor Accountability
- 1.) Attendance – Mentors are required to attend monthly professional development meetings during their period of assignment. The following procedures will occur for absences:
 - a.) First Absence – The Mentor Program Office or program designee will contact the Mentor confirming the absence. A copy of this notification may also be sent to the **site principal supervisor** of the Mentor.
 - b.) Second Absence – The Mentor Program Office or program designee will contact the Mentor confirming the absence. A copy of this notification may also be sent to the **site principal supervisor** of the Mentor.
 - c.) Third Absence – A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator and the Mentor’s **site principal supervisor**. Mentor expectations and commitment will be reviewed. Termination of the Mentor’s differential may also be discussed.
 - d.) Mentors at alternative calendar schools who may miss a meeting due to intercession should contact the Mentor Program Office prior to the meeting.
- e. Documentation/paperwork – In an effort to verify that a Beginning Teacher has successfully completed a year of Mentorship, documentation is required from both the Beginning Teacher and the Mentor. Due dates of such documentation are specified. The following procedures will occur when documentation is not submitted in a timely manner:
- 1.) First Instance – The Mentor Program Office or program designee will contact the **mm**Mentor regarding lack of documentation. A copy of this notification may also be sent to the site principal of the Mentor.
 - 2.) Second Instance – The Mentor Program Office or program designee will contact the **mm**Mentor regarding lack of documentation. A copy of this notification may also be sent to the **site principal supervisor** of the Mentor. Adjustments to differentials may be applied.
 - 3.) Third Instance – A meeting may be scheduled with the Mentor. Attendees at the meeting will include the Mentor, the Mentor Program Coordinator, and the Mentor’s **site principal supervisor**. Mentor expectations and commitment will be reviewed. Termination or return of the Mentor’s differential may also be discussed at this meeting. **Or if no response from the mentor is received,**
- f. **Principals Supervisors** shall retain full responsibility and authority to evaluate Beginning Teachers being mentored in the program.
- g. Lead Mentor Roles, Responsibilities, Compensation
- 1.) A Lead Mentor is a professional colleague who is an experienced Mentor with the Mentor Program.
 - 2.) A Lead Mentor must hold a Level 2 or Level 3 License. NBCT and Level 3 preferred.
 - 3.) **A** Lead Mentors must apply, interview and be selected for the role.
 - 4.) **A** Lead Mentors shall communicate and collaborate with other Lead Mentors and the Mentor Program Coordinator to plan for and ensure the smooth delivery of professional development for Mentors and/or Beginning Teachers.
- 5.) Job Description
- a.) Lead Mentors continue in their current positions as site-based teachers.
 - b.) A Lead Mentor teacher will attend professional development planning meetings with other Lead Mentors and the Mentor Program Coordinator.
 - c.) A Lead Mentor will deliver monthly professional development classes to a group of Mentors for utilization with their Beginning Teachers.
 - d.) A Lead Mentor will communicate with the Mentor Coordinator prior to the day of the class to ensure smooth delivery of the professional development, and to provide a syllabus and monthly agendas.
 - e.) Lead Mentors will help develop the Mentor Program by contributing their expertise and experience. They will assist in developing and implementing the professional development for the monthly Mentor **tt**Teacher classes
 - f.) A Lead Mentor will prepare and organize materials needed for delivering professional development, conduct attendance, and submit class evaluations.
 - g.) A Lead Mentor will collect and review professional development class evaluations following each Mentor class 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.

7. Beginning Teachers

- a. Beginning Teachers in the program will receive support and technical assistance that reflects the developmental nature of their initial experiences in the classroom.
- b. A Mentor will be assigned to each Beginning Teacher based on relevant area of licensure or grade level.
- c. During the school year, Beginning Teachers will meet regularly with Mentors to discuss their progress and individual needs; be observed by, and receive feedback from, their Mentor frequently and complete required documentation specified by the program. They will also have the option to work with their Mentors during professional leave days.
- d. Beginning Teachers who are assigned a Mentor within the first nine weeks of the semester will receive credit for a full semester 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 semester, the Beginning Teacher will be required to complete one additional semester of mentorship the following year, for a total of two semesters.
 - e. All level 1 teachers will be offered an opportunity to attend the summer New Teacher Academy.

8. New Teacher Orientation (NTO)

- a. The Mentor Coordinator, in partnership with the Albuquerque Teachers Federation, will attend and provide program information for the annual New Teacher Orientation, as well as speak to the attendees along with the Superintendent and the ATF President.
- b. The NTO will include is a new employee orientation co-sponsored by APS Human Resources and ATF.
- c. Upon completion of the hiring process, APS Human Resources will provide registration materials for the NTO to the new employee, including Mentor Program information for Level 1, Beginning Teachers.
- d. Upon completion of the hiring process, the APS Human Resources department will provide the names of the new employees to the Mentor Program Coordinator and to ATF on a regular basis including New Hire, Inactive, and Licensure reports.

C. Essential and Related Services Educators (E&RSE) Mentor Program General Provisions

1. Essential and Related Services Educators (E&RSE) who are new to the profession will have access to the knowledge and guidance of a mMentor from the same professional role group as the employee.
 - a. Essential and Related Services Educators (E&RSE) include employees in the following role groups:
 - 1.) Counselors
 - 2.) Nurses
 - 3.) Social Workers
 - 4.) Interpreters
 - 5.) Audiologists
 - 6.) Speech Language Pathologists
 - 7.) Occupational Therapist
 - 8.) Physical Therapists
 - 9.) Diagnosticians
 - 10.) School Psychologists
 - 11.) Transition Specialists Rehabilitation Counselors
2. The mMentor pProgram will provide individual support from designated, program-approved E&RSE Mentors preferably located in close proximity (site, cluster, zone) as the new employee.
3. Mentor applications will be processed by the Mentor program coordinator who hires the mentors.
4. Once hired, mentors will be matched by the applicable group administrator to new practitioners.
5. E&RSE Mentor applicants should hold a District Level 2 or 3 license, with 3 years' experience in APS required.
6. The role of the E&RSE mMentor is to:
 - a. Provide non-evaluative guidance, support and feedback.
 - b. Focus on professional practices, standards, and requirements.
 - c. Communicates on a weekly basis with the beginning educator.
 - d. Are non-evaluative. Is separation from Clinical Supervision?
7. For the categories of employees mentioned above it is the responsibility of the Human Resources Department to inform the Mentor Program Coordinator of all new hires.
8. E&RSE mMentors will attend one 2-hour professional development session at the beginning of service developed by/with the Mentor Program.

- a. The professional development will be designed to ensure the **mM**entor has an understanding of program goals and expectations, builds a knowledge of adult learning theories, acquire peer-mentoring guidance, and develops coaching skills needed to best support a variety of incoming new E&RSE practitioners.
9. E&RSE Mentors will receive an annual differential of \$1,000 per semester for mentoring one new employee; \$2000 for mentoring one new employee for one year and \$4,000 for mentoring two new employees for one year. No more than two new employees can be assigned to a Mentor at one time.
10. As funds become available the District and the Federation agree that all Essential and Related Services Educators (E&RSE) who are new to APS will have access to a mentor.

D. Peer Assistance and Review (PAR)

1. The PAR Program is an intervention program designed to help improve the performance of teachers who are having difficulties in the performance of their professional responsibilities. Help and support is provided through peer assistance from a Consulting Teacher. The Consulting Teacher works directly with the struggling teacher to provide constructive and intensive intervention. The goal of the PAR Program is to develop and maintain the highest caliber teachers.

2. PAR Coordinator

- a. The work of the PAR Coordinator includes the following:
 - 1.) Provide support for PAR program and for Mentor Program when needed.
 - 2.) Collaborate and communicate regularly with the Mentor Program Coordinator regarding both the Mentor and PAR programs.
 - 3.) Work with principals by:
 - a.) Presenting information and answering questions about the PAR process and program.
 - b.) Aid in writing improvement plans as needed.
 - c.) **Discuss and document support provided to a teacher prior to implementation of a District Improvement Plan.**
 - 4.) Communicate regularly with Human Resources and other relevant APS personnel regarding improvement plans and their implementation.
 - 5.) Communicate regularly with Human Resources and ATF Staff about PAR clients.
 - 6.) Oversee the day to day work of the Consulting Teachers including:
 - a.) Create and conduct training for the Consulting Teachers at the beginning of each school year and as needed.
 - b.) Coordinate the assignment of clients and **volunteers** to Consulting Teachers.
 - c.) Provide feedback on Consulting Teacher reports prior to the PAR Panel presentation.
 - 7.) Work with the PAR Panel by:
 - a.) Keeping data (database and spreadsheet) and making reports.
 - b.) Creating and distributing PAR Panel meeting agendas and resources.
 - c.) Scheduling and facilitating PAR Meetings.
 - 8.) Communicate PAR Panel recommendations to the appropriate HR and ATF staff.
 - 9.) May serve PAR clients and volunteers.
 - 10.) Disseminate information and answer questions from teachers about Voluntary Consulting Teacher Support.

3. JGP Panel Role in PAR Recommendations

- a. The JGP Panel is the governing body of the program.
- 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 Executive Director of Labor Relations or designee). As PAR program staff members, the Mentor Program Coordinator and PAR Coordinator are excluded from making PAR recommendations.
- 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 Consulting Teacher Support should contact the ATF, the PAR Coordinator or the Mentor Program Coordinator to apply.)

- f. Communication with the principal consists of an initial contact and sporadic questions about process as needed. The Consulting Teacher does not report on client progress to the principal.

- 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.

4. Consulting Teachers

- a. A Consulting Teacher is an experienced Mentor Teacher released part-time or full-time from the classroom. The Consulting Teacher is a professional colleague who provides support for teachers who are on an Intensive Evaluation plan or an Improvement Plan or who are accepted as a volunteer. The Consulting Teacher possesses classroom management and pedagogical strategies and the ability to apply these strategies across various subjects and grade levels. The Consulting Teacher possesses the oral and written communication skills necessary to motivate and support adult learners. Additionally, the Consulting Teacher has the ability to work cooperatively and effectively with other professional staff members.
- b. Consulting Teacher Roles and Responsibilities
 - 1.) The Consulting Teacher provides non-evaluative intensive instructional support to the classroom teacher.
 - 2.) Consulting Teachers will have the responsibility of working with and communicating with the school principal, the teacher, and the JGP Panel.
 - a.) Consulting Teachers do not evaluate. The principal remains the evaluator and will continue with observations. It is recommended that observations, feedback and memos occur every two weeks.
 - b.) The principal and the Consulting Teacher can concurrently recommend specific opportunities for professional development (such as classes, workshops, etc.) that are directly connected with the Improvement Plan.
 - c.) Most formal conferences only include the teacher and the principal. Some conferences may involve the principal, the teacher, Human Resources and the ATF staff representative.
 - d.) The Consulting Teacher will report to the JGP Panel on, or near, the target date(s).
 - e.) The Consulting Teacher maintains confidentiality.
 - f.) Consulting Teachers who are working with teachers on an alternative calendar or schedule may be asked to flex their time to accommodate their client.
 - g.) Consulting Teachers have the responsibility for research and development for the intervention program and assist in writing the final program guidelines as directed by the Program Coordinator.
 - h.) Consulting Teachers will be assigned to work first with teachers who are on a District Intensive Evaluation and then be assigned to work with teachers on a District Improvement Plan or approved volunteers until they reach their intervention limit. It is recommended that:
 - (1.) Teachers who volunteer receive consultation and visits if PAR has capacity.
 - (2.) Teachers on a District Improvement Plan receive weekly consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Improvement Plan.
- c. Teachers on a District Intensive Evaluation receive additional consultation and visits from a PAR Program Consulting Teacher for the purposes of instructional support based on the goals in the Intensive Improvement Plan.
 - 1.) Consulting Teachers who do not have a full intervention load will assist with the Mentoring Program by contributing their expertise and experience.
 - a.) Responsibilities may include, but are not limited to, the following as directed by the Mentor or PAR Coordinator:
 - (1.) Participate in interviews for new Mentors.
 - (2.) Review logs and observation forms from Mentors.
 - (3.) Outreach in schools.
 - (4.) Data entry and oversight of Mentor documentation.
 - (5.) Help track Mentor and Beginning Teachers.
 - (6.) Mediate conflicts between a Mentor and a Beginning Teacher.
 - (7.) Assist in developing and implementing the professional development for the monthly Mentor teacher meetings.
 - (8.) Consulting Teachers may mentor Beginning Teachers who are not yet assigned by the first or third quarter of the school year.
- d. 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.

- 1.) 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.
 - a.) Consulting Teachers who are released from the classroom to work as a Consulting Teacher will not receive a differential for working with Beginning Teachers.
 - b.) The Mentor expectations for the Consulting Teachers are the same as those for other Mentors except attendance at Mentor meetings is not required.
 - c.) Consulting Teachers may assist in the interviewing and selection of Mentors and Consulting Teachers.
 - d.) 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.
 - e.) Termination from the position may be at the request of either the Consulting Teacher or based on performance as determined by the supervisor.

5. PAR Process

1. APS and ATF will present jointly to principals at a designated time at the beginning of each school year. The presentation will include, but not be limited to:
 - a. An overview of the PAR Program.
 - b. Data about the program
 - c. The process for placing teachers on a District Improvement or an Intensive Evaluation Plan including the **Principal's Evaluator's** responsibilities in the PAR process prior to placing an employee on an Improvement Plan are as follows:
 - 1.) **Principal notes the concern(s) in the teacher's performance to discern if there is a pattern. Evaluator identifies a pattern of concern(s) in the teacher's performance.** Concerns regarding the teacher's performance may come about as a result of **classroom observations, formal observations, walkthroughs, drop-ins,** or other evidence of teaching problems.
 - 2.) Principal confirms the pattern with evidence from **a formal observations.**
 - 3.) **Principal Evaluator** converses with teacher to notify him/her of the concern(s).
 - a.) The **principal evaluator** addresses the specific concern(s) with the teacher verbally and/or in writing if already addressed verbally.
 - b.) The **principal evaluator** advises the teacher that communication about the concern(s) will continue and a follow-up **discussion** is scheduled in a specified time frame.
 - c.) The **principal evaluator** provides **targeted** assistance to the teacher **and documents the assistance provided.**
 - d.) If there is insufficient improvement, the **principal evaluator,** and the teacher will meet to review the documentation (meetings, memos, concerns, observations, etc.). **If appropriate, the evaluator will inform the teacher that a District Improvement Plan will be written.** Then, a meeting with the teacher, **principal evaluator,** a representative from the Albuquerque Teachers Federation, and a Human Resources Representative is scheduled.
 - e.) The concerns, evidence, expectations, support, improvement plan and a target date for improvement will be reviewed at this meeting.
 - f.) Once the teacher is placed on an improvement or intensive evaluation plan, a Consulting Teacher will be assigned if there is space available in the PAR Program.
2. Implementation of Employee Improvement or Intensive Evaluation plan
 - a. Support provided by the Consulting Teacher through the PAR Program is not optional for employees on District Improvement or Intensive Evaluation Plans.
 - b. The principal will continue to make regular classroom observations and provide summary memorandums (feedback) as to what has been observed. The memos **may will** 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 in addition to** **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 **and expectations** will be identified in the plan.
 - d. PAR support will be provided to a teacher at the beginning of an Improvement Plan unless the program does not have the capacity to provide assistance. The PAR Coordinator will work with **the evaluator,** APS HR and ATF to confirm that the PAR program is the appropriate support for each situation. At the first meeting between the principal, HR, the ATF representative and the teacher, the Improvement Plan will be discussed, revised if necessary, and signed.
 - 1.) Once signed, the Improvement Plan will be sent to the PAR Coordinator.

- 2.) The Consulting Teacher is assigned and the responsibility for coordinating and providing support is shifted from the **principal school site** to the Consulting Teacher.
- 3.) The teacher will be advised of the support **available provided** through the PAR process and informed of the role of the Consulting Teacher. The Consulting Teacher shall facilitate communication between the principal and the teacher regarding details relating to the elements of the Improvement Plan.
 - 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** A target date for the Improvement and/or Intensive Evaluation plan shall be established.
- 5.) At each target date for an Improvement or Intensive Evaluation plan:
 - a.) The Consulting Teacher and Principal will meet with the JGP Panel to review the case. The principal will present to the JGP panel **all summary memos and a** synopsis of his/her evaluation, observations and debriefings based on the improvement plan. A JGP Panel form will be provided to the principal **by HR**. A determination, based on the JGP panel's recommendations, will be made. The Panel can **choose recommend** one of the following:
 - (1) **Recommend that** ~~the~~ 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** ~~the~~ Intervention be continued or intensified for a specified amount of time.
 - (3) **Recommend that** ~~the~~ employee be discharged/**terminated non-renewed**.
 - b.) A meeting will be held with the teacher, principal, HR and an ATF staff representative to notify the teacher that s/he did or did not meet the expectations of the improvement plan by the target date if the amount of support increases, **or the recommendation is discharge or non-renewal**.
- 6.) It is the principal's responsibility to communicate the decision to the teacher in a summary letter as soon as five (5) but no later than ten (10) working days.
- 7.) The statutory process for termination/discharge will be followed.

Codifies an appeal process for portfolio submissions and obligates the APS HR department and ATF to certain responsibilities. Aligns the Career Pathway System reciprocity clauses with changes made in Article 6.A to allow all certified experience towards step and language clean up.

ARTICLE 10, ESSENTIAL AND RELATED SERVICE EDUCATORS (E&RSE) CAREER PATHWAY SYSTEM

A. Portfolio requirement

1. An employee must successfully complete the entire portfolio process in order to be eligible for movement to the next Level within the Career Pathway system.
 2. If the employee does not pass the entire portfolio, the successfully completed section(s) may be banked for resubmission at the time of the next portfolio submission window.
 3. Compensation changes resulting from a change in level shall occur only if the request for movement is submitted prior to September 15.
 4. **Appeals concerning the CPS process and/or decisions shall be routed through the Human Resources office to be reviewed at Contract Administration.**
 5. **Human Resources department will conduct an annual programmatic review and evaluation of the CPS.**
 6. **Human Resources will coordinate opportunities with applicable department leaders for an annual presentation to employees about the CPS.**
- APS Human Resources and the Federation will develop a rubric for the CPS portfolio.**

E. Reciprocity

1. The CPS **follows language found in Article 6.A** for all role groups that would allow years of experience in **a licensed educational role** to count toward years at level in the Career Pathway System 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 matrix.

2. The reciprocity is intended to aid in the recruitment and retention of **E&RSE**.

F. New hire placement in the Career Pathway System

1. Placement will be based on related experience **in a licensed educational role**. (For example, if the employee has six (6) completed years of related experience **outside of the district** and the appropriate credentials, they will be placed at Level 3, step 7. If the employee has three completed years **of out of district experience**, 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.

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

3. General placement when moving between compensation systems
 - a. Placement in the CPS will be based on verified years of experience and **credentials and follow language found in Article 6.A**.
 - 1.) Written verification of previous experience is required before any movement to a higher level or higher step may occur.

Deletes reference to the A-4 matrix that no longer exists and changes A-3 employees duty day to 6.5 hours from 8 hours.

ARTICLE 11, SPECIAL EDUCATION

2. School Year
 - a. For employees on the AT-1, AT-2 and AT-3, A-2 salary matrices, the work year shall consist of one hundred eighty-four (184) workday. Employees on the A-3 **and A-4** salary matrix the work year shall consist of one hundred and ninety-four (194) 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 **six and one-half (6 ½) hours 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 matrix regularly works less than a five (5) day week, the duty week shall consist of no more than forty (40) hours.**

These changes open this differential process to all E&RSE staff. It also places an annual cap of 10 additional credential submissions per school year.

ARTICLE 11, SPECIAL EDUCATION

- b. BCBA's will receive a \$2,000 credential differential.
- c. Employees paid on the A-2 salary matrix and ~~social workers~~ **all other essential and related service educators**:
 - 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).
 - 1) 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 and endorsements.
 - a) An agreed upon list of current and applicable credential differentials will be co-created and distributed by the district and the Federation within the first month of each school year.
 - b) Educators may submit up to ten (10) of these differentials annually.
- 6) Annual Certification Review Process
 - a) Fed Reps from all of the constituency groups will be invited to meet at the end of April to update/refine the certification criteria for the following year.
 - b) Fed Reps from all of the constituency groups will be invited to meet at the end of May to review the certifications and develop the “Annual List of Approved Certifications” for next year, based on survey information (if necessary).
 - c) Forms (with directions and submission deadlines) and the “Annual List of Approved Certifications” will be posted on the ATF website <https://atfunion.org>.
 - d) Fed Reps will be invited to meet with a representative of ATF and APS after the Fall and Spring submission periods to review and process the applications.
- 7) Criteria for Certification Differentials
 - a) Enhances skills for your professional role in the educational setting.
 - b) Training provided by a credentialed professional or through a specialized business providing education and certification opportunities in the field of the presented material.

Language clean-up to clarify that head teachers need to have at least a level two license and specifies the process to elect a level 1 teacher for the role.

ARTICLE 11, SPECIAL EDUCATION

- c. Election/Selection Procedure for Head Special Education Teacher
 - 1) Head Special Education Teachers must have a minimum of a Level II license.
 - 2) In order to elect a teacher leader with a Level 1 license, the department/school must follow the contract waiver procedure described in APPENDIX L of the negotiated agreement.
 - 3) 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.

Adds assurances that school special education caseloads will be reviewed on count days except EOY, making FTE adjustments as needed. Ensures the special ed head teacher at each site is notified of any additional FTE allocations made. Ensures release time head teachers are eligible for both .2 extended contracts and overload compensation formula pay for any caseload they carry.

ARTICLE 11, SPECIAL EDUCATION

- 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 type of classroom, at the discretion of the principal.
 - 1) 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.
 - 2) The Special Education Department will review each school’s FTE allocations on the 20th, 40th, 80th and 120th count days at 4: 30 p.m. and notify principals and the head special education teacher of any changes in the site’s allocations.
 - a) A principal can contact the Special Education Department at any time to ask for a review of FTE allocations.
 - b) When additional FTE allocations are provided the principal will notify the special education staff in order to hire for vacancies and/or make arrangements for those teachers who are willing to accept a .2 extended contract until the vacancy is filled with an acceptable applicant.
 - 3) 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 will remain in effect until the vacancy is filled unless there is a significant drop in numbers for the special education classrooms affected by the extensions.

a) Release Head Teachers are eligible for a .2 extended contract.

4. Overload Compensation

- a. The district will base additional compensation on caseloads as recorded in Synergy on official count dates (40th day, 80th day, 120th day, EOY).
- b. Compensation is for additional services to students required to cover the IEP and related work.
- c. Release Head Teachers are eligible for overload compensation for any caseload assigned to them.
- d. At each of the official count dates listed above, the Special Education Department will calculate each employee's excess caseload using the Synergy FTE report run at 4:30 p.m. on the count day for active students. The excess Class FTE will be multiplied by 15.67 multiplied by the hourly rate for each teacher, then multiplied by 3 hours.
 1. 15.67 is the average caseload size as per the chart in Appendix C. $15.67 = 8 + 15 + 24$ divided by 3.
 2. 12 hours is the average time spent on an extra student during a year. $12 \text{ hours} \div 4 \text{ quarters} = 3$.

Language clean-up. Clarifies that Sped employees assigned to 3 or more sites are evaluated by department administrators. Also ensures alignment with statutory rights and procedures to address performance issues. Also ensure staff receive written feedback within 5 days at the post-observation conference.

Article 13, EVALUATION PROCEDURES

- A. Teacher evaluation serves multiple purposes. This includes improving the overall quality of the teacher workforce by identifying and building on individual strengths, identifying quality instructional practices that improve student learning, providing support and feedback to teachers and ensuring valid employment decisions. Both principals and teachers have roles and responsibilities within the evaluation process.
1. Evaluation of teachers shall be performed by the school principal, assistant principal or site supervisor.
 2. 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 shall evaluate Educational Diagnosticians.
 3. Principals may be assisted in their evaluation by other District administrators.
 4. Employees assigned to two (2) or more schools will be evaluated collaboratively by the principals and/or District administrators.
 5. Special Education employees at three (3) or more sites are evaluated by department administrators.
- B. Frequency of Evaluation
1. Teachers will be evaluated each year of service as a teacher as per Public Education Department regulations.
 2. A Professional Development Plan (PDP) is an individualized plan that is intended to improve teaching. Each plan should be unique to the goals and growth areas identified by the teacher and his or her supervisor and meet the requirements of the Public Education Department regulations. A PDP will be required of teachers every year. PDP's may be written to extend over three years but must be initialed yearly. Information regarding the PDP will be shared with the teacher within forty (40) workdays after the beginning of the school year.
 3. Teachers will be formally observed whenever there is a concern regarding performance.
 4. Walk-through observations are unscheduled and unlimited.
 5. Teachers may request to be observed at any time.
- 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.
 2. 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 District for 1 of the 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 **with written feedback** will occur within five (5) calendar days of the scheduled observation(s).

4. Written feedback will be **finalized and** 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.

D. If a teacher who has signed three (3) consecutive full year contracts with the District exhibits unsatisfactory performance, the following due process procedures shall apply:

1. The principal will informally discuss with the teacher the unsatisfactory performance and the changes necessary to improve.
2. If the unsatisfactory performance continues, the principal will meet with the teacher to discuss the unsatisfactory performance, recommendations for assistance to the teacher and timelines for the necessary changes in performance.
3. If the unsatisfactory performance continues, the principal will make a written recommendation to the Superintendent to initiate the Intensive Evaluation process outlined below.
4. If the Superintendent approves the recommendation, the principal will send a letter notifying the teacher of the decision will meet with the teacher to discuss the following:
 - a. the unsatisfactory performance;
 - b. recommendations for change in performance;
 - c. timelines for necessary change in performance;
 - d. suggestions for assistance to employee which may facilitate change in performance;
 - e. scheduled observation with pre and post-conferences;
 - f. possible employment consequences including, but not limited to, disciplinary action or termination;
 - g. initiate and discuss the Intensive Evaluation process;
 - h. inform the employee of the mandatory right and requirement to go through the PAR process if there is an available Consulting Teacher to work with the employee exhibiting unsatisfactory performance.

See [Article 9.C.5](#).

5. The District will follow the Public Education Department regulations governing uncorrected unsatisfactory work performance in relation to the discharge or termination of educators due to uncorrected unsatisfactory work.

6. All reports and documents relative to the Intensive Evaluation process will be reviewed, signed and dated by the principal and teacher and attached to the completed Intensive Evaluation Report Form. These documents will be sent to the Department of Human Resources at the end of the process to be placed in the teacher's personnel file. The teacher will receive copies.
7. If the situation is resolved within the established timelines, a letter to that effect will be sent to the teacher from the principal with a copy to the personnel file.
8. If the situation is not resolved within the established timelines, a case review will be conducted by the principal and other appropriate administrators in order to make recommendations to the Department of Human Resources for administrative action.

Changes the term "teacher" to "educator." Also, ensures all educators will be granted at least one paid PD leave day per year.

Article 18, LEAVES

H. Professional Development Leave

1. Professional leave is provided for professional development, professional organizational activities, and school-related professional activities. **An teacher-educator** may be granted this leave without loss of pay when (1) serving as a

representative of the District or (2) attending conferences, workshops, meetings, seminars or other activities related to the teacher's-educator's assignment.

- a. All educators will be granted at least one (1) professional leave day per year, to attend a conference, workshop, meeting, seminar or other activity related to the teacher educator's assignment, where the educator will be responsible to pay for the training.

Establishes paid parental leave for all educators represented by ATF. Staff using this leave will receive 40% of their regular pay, while the remainder is used to pay for coverage.

Article 18, LEAVES

- O. Paid parental leave is a benefit that provides paid leave for an eligible employee to bond with his or her newborn, adopted child, or foster child.
 1. Employees with accrued sick and/or personal leave may first earn their full rate of pay for any accrued sick or personal leave days.
 2. A parental leave of absence for up to thirty (30) workdays shall be granted upon request for the purpose of childbearing and/or child rearing. Benefit entitlement for eligible employees consists of:
 - a. Gross pay during this time will be 40% of wages;
 - b. Accrual of sick and vacation time will continue while on paid parental leave status;
 - c. Medical coverage shall continue to be available for the employee and any dependents under their current group insurance policy in existence at the time of paid parental leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during the course of employment;
 - d. Seniority of employees shall not be impacted by parental leave.
 3. The Parental Leave Benefit begins with any of the following qualified events:
 - a. At the commencement of her pregnancy for expecting mothers; or
 - b. On the date of the birth of the child; or
 - c. On the date of placement for adoption or prior to receiving custody if necessary in order to fulfill the requirement of adoption of a child age eighteen (18) years or younger; or
 - d. On the date of placement for foster care of a child (excluding the adopting of a stepchild or partner's child) age eighteen (18) years or younger.
 4. Both parents are eligible for parental leave.
 5. Educators wanting to take this leave shall notify their assigned district leaves specialist in writing of their desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which their leave is to begin.
 - a. For pregnancy and birth, either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of the child, whichever is applicable, shall be provided to the appropriate leaves specialist.
 - b. For adoption and foster placement, supporting legal documentation of placement from an agency such as the Children, Youth and Families Department, shall be provided to the appropriate leaves specialist.
 6. Approved parental leave must be taken in a continuous block of time within one (1) year of any of the aforementioned qualifying events unless an intermittent schedule has been pre-approved and pre-scheduled by the site administration and leaves specialist. Any unused parental leave does not accrue.
 7. Parental Leave is not available until the date of the qualifying event. For absences that occur before the date of the qualifying event, employees may use other types of time off for which they are eligible, such as personal, sick leave, or FMLA.
 - a. The parental leave must run concurrently to the Family Medical Leave Act if the employee is eligible for FMLA.
 8. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her contractual duties.

Adds language that allows discharge/non-renewal cases to be heard by a panel of three hearing officers who also serve as the APS local labor board. Contractual disputes brought to level three will still go to arbitration. Statutory rights to final and binding arbitration still apply for discharge cases.

Article 26, GRIEVANCE PROCEDURES

A. Level Three

1. A grievance appealed to this level shall be heard by an arbitrator for contractual disputes. Grievances based upon a proposed discharge or termination requiring a hearing before the School Board will be first heard by the members of the APS Labor Board, who will sit as “the Panel” described in the MOU Regarding the Appeal of Discharge and Termination Hearings. To the extent the Panel will not or cannot hold a hearing, APS and ATF will choose an arbitrator pursuant to Section 2 of this Article. This process does not preclude an employee from requesting a subsequent arbitration pursuant to the New Mexico Personnel Act.
 - a. The Panel hearings, to the extent practicable, will be conducted pursuant to the rules governing appeal hearings for terminations and discharges as set forth in NMSA § 22-10A-27 for discharges or NMSA § 22-10A-24 for terminations.

Rewrite of previously existing language about when an educator can be nonrenewed before signing three consecutive employment contracts. It also clarifies when a person can expect the written reason for the nonrenewal.

Article 28, SEPARATION RIGHTS

- A. Educators may be refused renewal of employment, discharged, or terminated only in accordance with law.
 1. Educators who have not signed three (3) consecutive full year contracts with the District may be refused reemployment by the District.
 2. Employees who are not renewed for any reason will receive a written notice of the reason(s) for refusal of reemployment within 72-hours of the original notice.
 3. Educators refused renewal of employment, discharged, or terminated have the right to a meeting with the Superintendent or his/her designee if requested within five (5) working days after receiving the notice. A meeting will be held within ten (10) days after the Superintendent receives such request.

Codifies the state prescribed 1.5% raise allocated for all educational employees. Also embeds community school coordinators in the ATF bargaining unit while establishing their own salary matrix with an 8-hour duty day and a 206 calendar. Also adjusts the number of hours that count as a year of for A-3 employees to reflect the duty day reduction.

APPENDIX A SALARY MATRICIES

For the 2021/22 school year all employees within the ATF bargaining unit shall receive a minimum of a 1.5% salary increase. Employees advancing to Level II or III, either through the state’s three-tiered licensure system or the APS/ATF Career Pathway System (CPS) shall receive the increase associated with their advancement.

The following information applies to the salary matrices which follow.

1. The matrices are one-year documents that reflect placement only. Matrices do not ensure or predict future salary levels or movement.
2. Official transcripts are to be on file by September 15 of the current school year for initial placement on the salary matrix and for movement across the salary matrix.
3. Matrices are based on the following number of workdays:
 - Matrices AT-1, AT-2, AT-3, A-2 and TAN: 184 days
 - Matrix A-3: 194 days
 - Community School Coordinators: 206 days
4. Five hundred and seventy (570) hours of verified experience in a single school year will count as a year of experience for 184-day contracts. Six hundred (600) hours of verified experience in a single school year will count as a year of experience for 194-day contracts. Seven hundred and eighty-five (785) hours of verified experience in a single school year will count as a year of experience for 206-day contracts.

- Hours of experience in different school years may not be totaled for experience.
- 5. Securing written verification of experience is the employee’s responsibility.
- 6. Substitute teaching is not recognized as teaching experience.

Aligns language in Appendix table with language in the body of the NA and practice.

**APPENDIX G
TEACHER LEADERSHIP DIFFERENTIALS**

<p>Student Assistance Team Chair Election/Selection process and term of office is the same as for High School Teacher Leaders (above).</p> <p>In the event the SAT chair position remains unfilled and/or there are no volunteers to serve as the SAT chair, the site administrator shall serve as the chair until one is found.</p>	<p>\$2,000 at all comprehensive high schools and alternative high schools</p> <p>.1 FTE at all middle and elementary schools</p>
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This appendix is rewritten every year with new dates and to add any needed role groups with separate PD.

**APPENDIX J.1
MEMORANDUM OF UNDERSTANDING**

2021-2022 PROFESSIONAL DEVELOPMENT DAYS AND TEACHER PREPARATION DAY

For the 2021-2022 school year, the parties agree to a continuation of district-wide and site-based professional development and teacher preparation during the first week. School sites must decide the focus of each of the days based on consensus achieved through the site’s Instructional Council.

Registration, staff orientation, professional development* and one day for teacher preparation.	194-day calendar (ELTP) July 28-30 and August 2 and 3, 2021
	184-day calendar Aug. 4-6 and 9-10, 2021
Students return to school.	194-day calendar (ELTP) August 4, 2021
	184-day calendar August 11, 2021
Semester Professional Development Day	Jan. 3, 2022 2/3 of day spent on site-based PD and 1/3 of day for teacher preparation.

During the first five (5) days of each calendar Instructional Councils will work with the staff on a schedule that includes:

- Helping with student registration: staff should be assigned in shifts that do not interfere with other obligations for no more than ½ a day.
- Staff orientation: no more than ½ a day
- Site-directed professional development*
- District-directed professional development-one full day for ELTP sites is Monday, August 2nd and for the 184-day calendar schools it is Monday, August 9^h – pending additional guidance from the PED.
- Preparation time: one day

*Site-directed professional development planning should connect with the Teacher Leader Facilitators (TLF). The TLF is an instructional leader who collaborates with the instructional council and administration to provide support for the professional

development needs at the school level in conjunction with school goals and individual adult learning needs.

PD for the specialized role groups listed below will be Monday, August 9th.

- Audiologists
- Librarians
- Nurses
- Head Teachers
- Social Workers
- Counselors
- APE Teachers
- Fine Arts Teachers (all levels)
- SLPs, Ots and PTs
- IEP Specialists
- IGS1 and IGS2
- SCS2 and SCS3
- SES1 and SES2
- Pre-K/Developmental Pre-K
- CTE teachers

School Psychologists, Transition Specialists and Diagnosticians will have one day of PD during the first week the role groups are on contract.

Establishes a task force to research and develop school psych roles and responsibilities in APS.

Appendix J.
Memorandum of Understanding
School Psychologist Role & Responsibility Task Force

During the 2021-2022 school year ATF and APS agree to establish an APS/ATF Task Force for the purpose of making recommendations on the role and responsibilities of school psychologists within APS.

The members of this task force will make recommendations for changes that include, but are not limited to:

- Recruiting highly talented and diverse school psychologists.
- Expanding school psychologist job role to possibly include participation in school based MTSS leadership, SAT, and/or Health and Wellness Teams.
- Possibly expanding the school psychologist job role to include school-based consultation with teachers and other educators/school staff on social-emotional or behavioral interventions and supports for students.
- Utilizing school psychologists to facilitate training and professional development in social-emotional and behavioral interventions to school staff in collaboration with other role groups such as school counselors and school social workers.
- A transition plan for supporting the expansion of school psychologist job responsibilities while APS recruits and hires additional staff.
- Working with APS's Multi-tiered system of supports (MTSS) to effectively support the social-emotional and behavioral well-being of students.
- Involvement in processes related to FBAs/BIPs, SATs, intervention support, or health/wellness issues.
- Aligning APS practices with the state administrative code definitions of the scope of school psychologist practice and national professional practice models for school psychology.
- Allow school psychologists to provide enhanced supports through an MTSS framework to teachers and educators who work with students with challenging behavior to increase their time engaged in teaching and learning.

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

and an equal number of educators selected by the union.

Establishes a task force to investigate caseload limits and staffing levels for Essential and Related Service Educators.

Appendix J.
Memorandum of Understanding
Staffing Schools for the Needs of Students

Support staff can have profound effects on student learning and are vital to properly addressing everyday student issues such as physical and mental health problems, homelessness, and other adverse childhood experiences.

Working conditions – which also define learning conditions for students – are a strong predictor of educators' decisions about where to teach and whether to stay. Appropriate staffing for the needs of students is an essential aspect of teaching and learning conditions.

Supporting student mental health in APS is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students.

Student mental health needs are best served when the school community is supported by a team of trained professionals and support staff including Licensed School Social Workers, Licensed School Counselors, Licensed School Psychologists, Licensed School Nurses, and Behavioral Support Specialists or equivalent educational support professional staff.

Each public school servicing students in pre-K-12 should have a Mental Health Team comprised of staff in the these positions. These individual positions will each play a distinct and important role in providing complementary mental and physical health supports to students.

Students identified as requiring special education services deserve the very best service as provided by Speech and Language Pathologists, Occupational Therapists, Physical Therapists as well as Diagnosticians and School Psychologists Evaluators.

We must begin the work to staff schools based on the needs of students. To that end, APS and ATF agree to form a task force to investigate caseload limits and staffing levels for Essential and Related Service Educators.

Furthermore, the Task Force should make recommendations on how to attract the appropriate workforce into these categories and into employment with APS.

Establishes a joint task force to research ways to attract and retain E&RSE staff by addressing the bullets within the MOU.

Appendix J.
Memorandum of Understanding
Essential and Related Educator staffing levels and use of Contract/Tele- Practitioners Task Force

During the 2021-2022 school year, ATF and APS agree to establish a joint Task Force for the purpose of making recommendations for the attraction and retention of APS practitioners in all essential and related service role groups

represented by ATF and establishing procedures for the use of outside contract and/or tele-practitioners. The task force will:

- Research ways to promote the hiring of APS employees and posting of all individual vacancies available instead of “pool” style postings.
- Seek that all current openings be posted online, with interviews scheduled for all applicants until existing openings are filled.
- Create a system for existing employees in all shortage areas to be offered the opportunity for extended contracts before contractors and/or tele-practitioners are hired.
- Research what could be offered to current and future APS employees that would entice them to work for APS rather than as private contractors.
- Research the true costs associated with APS’s use of outside contract and tele-practitioners, including a salary analysis of outside practitioners compared to current APS practitioners, their use of APS resources such as offices, printing, and educational/evaluation materials, and any possible liability issues.
- Discuss the benefits to students of having a dedicated and consistent APS practitioner working with them and research possible limits on the use of outside practitioners.
- Research ways reduce/eliminate poaching by contractors and/or tele-practitioners of current APS employees and their agencies’ use of district resources.
- Finally, research and establish caseloads for each role group that would constitute a fulltime caseload within APS.

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

Establishes a joint task force that will evaluate the impact and make recommendations on school start times.

Appendix J.

MEMORANDUM OF UNDERSTANDING

School Start Time Task Force

Research shows that school start time has an impact on how students perform academically.

As such, ATF and APS agree to establish an APS/ATF Task Force to research school start times.

The members of this task force will evaluate the potential impact and present recommendations to the Superintendent and Union President in early December 2021 deadline. Based on those recommendations, start time can be adjusted for the 2022-23 school year.

The School Start Time Task Force will include, but not be limited to the APS Chief Operations Officer and the APS Director of Athletics.

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

Establishes a joint task force to evaluate the potential impact and present recommendations to the cabinet about the transition to a full school year schedule for all high school seniors.

Appendix J.

**MEMORANDUM OF UNDERSTANDING
High School Senior Schedules Task Force**

ATF and APS agree to establish an APS/ATF Task Force on High School Senior Schedules during the 2021 - 2022 school year. The members of this task force will evaluate the potential impact and present recommendations to the cabinet about the transition to a **full school year** schedule for all high school seniors.

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.

Establishes a joint task force that will make recommendations for possible changes in current contract language and differentials based on the current required testing at each level of schooling.

Appendix J.

**MEMORANDUM OF UNDERSTANDING
Review of the Role and Responsibilities of Testing Coordinators**

ATF and APS agree to establish a Task Force to review the role and responsibilities of Site Testing Coordinators.

The members of this task force will make recommendations for possible changes in current contract language and differentials based on the current required testing at each level of schooling.

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.