

ARTICLE 20  
PEER ASSISTANCE AND REVIEW

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4 20.1 The Association and the District are continuously striving to provide the highest  
5 possible quality of education. In order for students to succeed in learning, teachers must  
6 succeed in teaching. Therefore, the parties agree to cooperate in the design and  
7 implementation of programs to improve the quality of instruction through expanded and  
8 improved professional development and peer assistance. Teachers referred to or who  
9 volunteer for the program are viewed as valuable professionals who deserve to have the  
10 best resources available provided to them in the interest of improving performance to a  
11 successful standard.

12 20.2 JOINT COMMITTEE

13 20.2.1 The Joint Committee shall consist of five (5) members, the majority of whom shall be  
14 certificated classroom teachers chosen by the Association. The District shall appoint  
15 two (2) administrators to the Joint Committee. The Joint Committee will take action  
16 either by consensus or majority vote (majority shall be defined as a minimum of four  
17 (4) affirmative votes.) The District and the Association shall each appoint one (1)  
18 alternate to serve in the event of an absence of a regularly appointed member. The  
19 quorum for any action by the Joint Committee shall be defined as three (3) Association  
20 representatives and two (2) Administrative representatives present. It is agreed by the  
21 parties that a second alternate may be appointed by each side to attend meetings in the  
22 absence of the regular members or alternates.

23 20.2.2 The Joint Committee shall establish its own meeting schedule. To meet, a minimum of  
24 three certificated classroom teachers and two (2) administrator representatives shall be

1 present. Such meeting shall take place during the regular teacher workday. Teachers  
2 who are members of the Joint Committee shall be released from their regular duties to  
3 attend meetings without loss of pay or benefits. If in carrying out their responsibilities  
4 as members of the Joint Committee, it is necessary to work beyond their regular  
5 workday, Joint Committee members shall be compensated at the bargaining unit  
6 member's pro rata hourly rate of pay.

7 20.2.3 The Staff Development/Teacher Support Department and the Joint Committee shall be  
8 responsible for:

9 20.2.3.1 Providing annual training for the Joint Committee members;

10 20.2.3.2 Establishing its own Rules and Procedures, including the method  
11 for selection of the Chairperson who shall be selected from teacher  
12 representatives. All members of the Committee shall participate in all  
13 votes.

14 20.2.3.3 Establishing a procedure for application as a Consulting Teacher  
15 pursuant to this article;

16 20.2.3.4 Selecting, evaluating and having the authority to replace  
17 members of the Panel of Consulting Teachers;

18 20.2.3.5 Selecting trainers and/or training providers for Consulting  
19 Teachers and Joint Committee Members subject to the approval of the  
20 governing board;

21 20.2.3.6 Providing training for Consulting Teachers prior to their  
22 participation in the program. Training for Consulting Teachers should  
23 include, but not be limited to: the PAR program, peer coaching, due  
24 process, adult learning theory and role responsibilities including the  
25 concept of duty of fair representation.

- 1                   20.2.3.7       Sending written notification of participation in the PAR program  
2                                   to the Referred Participating Teacher, the Consulting Teacher and the  
3                                   site principal;
- 4                   20.2.3.8       Consulting with Participating Teachers to approve assignments  
5                                   of and/or reassignments of Consulting Teachers;
- 6                   20.2.3.9       Adopting Rules and Procedures to effect the provisions of this  
7                                   Article. Said Rules and Procedures shall be consistent with the  
8                                   provisions of the Agreement and, to the extent there is an inconsistency,  
9                                   the agreement will prevail;
- 10                  20.2.3.10      Distributing, at the beginning of each school year, a copy of the  
11                                   adopted Rules and Procedures to all administrators, and participating  
12                                   teachers as well as a copy to be posted at all school/sites.
- 13                  20.2.3.11      Determining the number and configuration of Consulting  
14                                   Teachers for each school based on participation in the comprehensive  
15                                   PAR program, the approved budget, and other relevant considerations;
- 16                  20.2.3.12      Reviewing the final report prepared by the Consulting Teacher  
17                                   and forwarding the names of the Referred Teachers, who after sustained  
18                                   assistance are not able to demonstrate satisfactory performance to the  
19                                   governing board;
- 20                  20.2.3.13      Evaluating annually the impact of the PAR program in order to  
21                                   improve the program;
- 22                  20.2.3.14      Developing and implementing a plan to stagger the initial terms  
23                                   of Consulting Teachers so that no more than a majority of Consulting  
24                                   Teachers' terms will expire in any year;
- 25                  20.2.3.15      Ensuring that no member shall participate in discussing and  
26                                   voting on any matter in which he/she has a professional or personal  
27                                   conflict of interest. If necessary, to prevent a violation of this section,  
28                                   the Association or District shall have the power to appoint an alternate  
29                                   for their member to the panel;

1                   20.2.3.16     Accepting or rejecting referrals from volunteers;

2   20.3   All proceedings and materials related to evaluations, reports and other personnel matters

3       shall be deemed personnel records and shall remain confidential except as necessary to

4       administer this Article, subject to the following exceptions:

5   20.3.1 In response to subpoenas or orders of the court;

6   20.3.2 Except for voluntary participants the final report may be used by the District in any

7       employment action based upon instructional performance.

8   20.3.3 Joint Committee members and Consulting Teachers may disclose information only as

9       necessary to administer this Article.

10   20.4   The District shall hold harmless the members of the PAR panel and the Consulting

11       Teacher for any liability arising out of their participation in this program.

12   20.5   The Peer Assistance Review Program shall not deal with teacher employment issues

13       arising from allegations of neglect of duty, misconduct or matters resulting solely from

14       attendance issues, which are distinct from teacher evaluations pursuant to Article 9 of the

15       Collective Bargaining Agreement.

16   20.6   PARTICIPATING TEACHERS (PT)

17   20.6.1 A Referred Participating Teacher is a teacher with permanent status who is referred for

18       assistance to the PAR Program in order to improve his or her instruction skills,

19       classroom management, knowledge of subject, and/or related aspects of his or her

20       teaching performance as a result of an overall unsatisfactory final evaluation and an

21       administrative recommendation to PAR. Such recommendation shall not be solely

22       based on a teacher's attendance record.

1 20.6.2A Volunteer Participating Teacher is a teacher with permanent status who volunteers to  
2 participate in the PAR program. The purpose of participation in the PAR Program for  
3 the Volunteer Participating Teacher is for peer assistance only and the Consulting  
4 Teacher shall not participate in a performance review of the Volunteer Participating  
5 Teacher. The Volunteer PT may terminate his or her participation in the PAR Program  
6 at any time. Provided, however, that a Volunteer Participating Teacher may be referred  
7 to the PAR Program as a result of an unsatisfactory performance evaluation (when such  
8 referral occurs the volunteer's status shall be converted to that of Referred Participating  
9 Teacher). Inclusion of voluntary participant's documents shall be at the discretion of  
10 the participant.

11 20.7 A different Consulting Teacher may be selected to work with the Participating Teacher  
12 at any time during the PAR process when agreed to by the Participating Teacher and the  
13 Joint Committee or when necessitated by expiration of a Consulting Teacher's term or  
14 resignation/removal from the program of a Consulting Teacher.

15 20.7.1 All communication between the Consulting Teacher and a Volunteer Participating  
16 Teacher shall be confidential and, without the written consent of the Volunteer, shall  
17 not be shared with others including the site principal, the evaluator or the Joint  
18 Committee.

19 20.7.2 The Participating Teacher has the right to due process (as defined by law or this Article)  
20 and to be represented throughout these procedures by the Association.

21 20.7.3 The term of this assistance shall normally be for one (1) year with an option for an  
22 extension of a second year, if the Joint Committee concludes that significant progress is  
23 being made by the Referred to Participating Teacher.

1 20.8 CONSULTING TEACHERS (CT)

2 20.8.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher  
3 pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be  
4 set forth in the Rules and Procedures, provided that the following shall constitute  
5 minimum qualifications:

6 20.8.2 Be a fully credentialed Association member who is a classroom teacher with permanent  
7 status and at least five (5) years overall successful classroom teaching service in FUSD.  
8 In the event that there are not enough Consulting Teachers meeting the above criteria,  
9 voluntary participants and non-permanent participants may be assigned Consulting  
10 Teachers with a minimum of 3 years of the above qualifications.

11 20.8.2.1 Have substantial recent classroom experience with direct  
12 involvement in student instruction for at least the last three consecutive  
13 years.

14 20.8.2.2 Shall demonstrate exemplary teaching ability as indicated by,  
15 among other things, effective communication skills, subject matter  
16 knowledge, and mastery of a range of teaching strategies necessary to  
17 meet the needs of pupils in different contexts. Consulting Teachers  
18 shall have no unsatisfactory ratings on their last evaluation.

19 20.8.3 In addition the Joint Committee shall consider evidence of skill in working cooperatively  
20 and effectively with other professional staff members in the decision to appoint  
21 Consulting Teachers.

22 20.8.4 In filling a position of Consulting Teacher, each applicant is required to submit three  
23 references from individuals with specific knowledge of his or her expertise, as follows:

24 20.8.4.1 A reference from an administrator who has worked with the employee.

1 20.8.4.2A reference from an elected Association representative;

2 20.8.4.3A reference from another classroom teacher.

3 20.8.5 All applications, deliberations and references will be treated with confidentiality as pre-  
4 employment/promotional records.

5 20.8.6 Consulting Teachers shall be selected by a majority vote of the Joint Committee  
6 following classroom observations, (in person or by videotape) and a personal interview.

7 20.8.7 The term of the Consulting Teacher shall normally be three (3) years (see Item I-C-14).

8 A teacher may not serve in the position for more than two (2) three (3)-year consecutive  
9 terms. Functions performed pursuant to this Article by bargaining unit member shall  
10 not constitute either management or supervisory functions. The Consulting Teacher and  
11 Association appointed Joint Committee members shall maintain all rights as bargaining  
12 unit members. In cases where a Consulting Teacher later takes an administrative  
13 position that includes evaluating a former Participating Teacher, the Participating  
14 Teacher shall have the option of requesting an alternate evaluator for the next  
15 evaluation cycle.

16 20.9 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss  
17 the PAR Program; to establish mutually agreed upon performance goals; to develop the  
18 assistance plan; and to develop a process for determining successful completion of the PAR  
19 Program, based on areas of deficiency, as noted in the Referred Participating Teacher's  
20 performance evaluation.

21 20.9.1 The Consulting Teacher shall conduct multiple observations of the Participating Teacher  
22 during classroom instruction and shall conduct both pre-observation and post-  
23 observation conferences. Such conferences shall occur within ten (10) days of the

1 observation and shall be followed by a written report within ten (10) days of the  
2 conference.

3 20.9.2 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher  
4 and provide periodic written reports to the Referred Participating Teacher and the Joint  
5 Committee for discussion and review.

6 20.9.3 The Consulting Teachers and Referred Participant's supervisor shall maintain ongoing  
7 communication with respect to the process of Peer Assistance and Review.

8 20.9.4 The Consulting Teacher shall continue to provide assistance to the Referred Participating  
9 Teacher until the Joint Committee concludes that the teaching performance of the  
10 Participating Teacher is satisfactory or that further assistance will not be productive. A  
11 copy of the Consulting Teacher's report shall be submitted to and be discussed with the  
12 Referred Participating Teacher to receive his or her input before it is submitted to the  
13 Joint Committee. The Participating Teacher's signing of the report does not necessarily  
14 mean agreement, but rather that he or she has received a copy of the report. The  
15 Consulting Teacher shall submit a final report to the Joint Committee. The Referred  
16 Participating Teacher shall have the right to submit a written response, within twenty  
17 (20) days, and have it attached to all copies of the final report. The Referred  
18 Participating Teacher shall also have the right to request a meeting with the Joint  
19 Committee and to be represented at this meeting by an Association Representative. The  
20 Joint Committee may deliberate in closed session after all presentations have been  
21 made.



1 20.9.5 Subsequent to the process identified above, the Referred Participating Teacher shall not  
2 have further right of appeal to the Joint Committee regarding the recommendation and  
3 report to the Governing Board.

4 20.10 During the period of referred Peer Assistance and Review, evaluations shall be the  
5 responsibility of the Joint Committee. The results of the Referred Participating Teacher's  
6 participation in the PAR Program shall be made available for placement in his or her  
7 personnel file. Per MOU dated August 8, 2001, this clause shall be held in abeyance  
8 pending a positive recommendation by the Joint Committee to commence implementation.

9 20.11 The District agrees to indemnify and provide a defense for the Consulting Teacher  
10 against any claims, causes of action, damages, grievances, administrative proceedings or  
11 any other litigation arising from the Consulting Teacher's participation in Peer Assistance  
12 and Peer Review.

13 20.12 Consulting Teachers shall assist Participating Teachers by demonstrating, observing,  
14 coaching, conferencing, referring and/or by other activities, which, in their professional  
15 judgment, will assist the Participating Teacher. When necessary to obtain specialized  
16 subject matter or instructional competency, the Consulting Teacher shall be authorized to  
17 obtain additional assistance to fully address identified areas of deficient performance. This  
18 assistance shall be obtained with the approval of the Joint Committee and pursuant to  
19 procedures established by the District Coordinator. In such cases, the Consulting Teacher  
20 shall retain primary responsibility for the assistance and support program.

21 20.13 PROGRAM CONFIGURATION MODELS FOR CONSULTING TEACHERS

22 20.13.1 The preferred model for service by Consulting Teachers in the Peer Assistance and  
23 Review Program shall be a Full-time Release Model. When the Joint Committee deems

1 it necessary or appropriate, other models as indicated below may be used. In  
2 calculating all ratios indicated below, a Referred Participating Teacher shall be deemed  
3 to have a weight of 2.

#### 4 20.13.2 Full-Release Model

5 20.13.2.1 Each Full Release Consulting Teacher model shall serve a 194,  
6 “flexible” calendar while in the position of Consulting Teacher. Days  
7 of work shall be defined as an 8-hour. Compensation for this expanded  
8 work year will be a .13 factor based on the individual bargaining unit  
9 member’s placement on the certificated salary schedule. Hours in  
10 excess of 8-hours per day shall be approved by the Joint Committee and  
11 compensated at certificated hourly rate.

12 20.13.2.2 Each Full Release Consulting Teacher shall be assigned no more  
13 than the equivalent of 15 Participating Teachers. No Full-Release  
14 Consulting Teacher shall be assigned more than five (5) Referred  
15 Participating Teachers.

16 20.13.2.3 Upon completion of his/her service as a Full-time Release  
17 Consulting Teacher, the teacher shall have the right to return to the  
18 school and track of his/her prior assignment unless such assignment no  
19 longer exists, in which case, Voluntary Transfer Article 8.4 will be  
20 utilized.

21 20.13.2.4 If, given fiscal constraints, the district finds it necessary to  
22 implement the full-release model with 184 day work year and a "7.5-  
23 hour" workday (inclusive of lunch), the Joint Committee will establish  
24 and monitor adjustments in the caseload (number of teachers served)  
25 and the expected number of direct hours of service per participant. This  
26 full-release configuration will provide the Consulting Teacher the  
27 ability to schedule observations and meetings for teachers served within  
28 the parameters of the normal school day, subject to approval of the  
29 Consulting Teacher supervisor. In addition, the Consulting Teacher will

1 be allowed to schedule the 184-day work year, with approval of the  
2 Consulting Teacher supervisor, to meet the needs of both the teachers  
3 served and the Consulting Teacher.

4 20.13.3 Half-Release Model

5 20.13.3.1 This model will normally involve a partial Consulting Teacher  
6 assignment combined with a partial teaching assignment or a shared  
7 assignment between two (2) half-time Consulting Teachers. The work  
8 year shall be established at 194, (8-hour) days with a .13 factor.  
9 Additional hours, approved in advance by the Joint Committee, shall be  
10 compensated at the certificated hourly rate.

11 20.13.3.2 Each Half-Release Consulting Teacher will be assigned no more  
12 than the equivalent of seven (7) Participating Teachers. No half-release  
13 Consulting Teacher shall be assigned more than two (2) Referred  
14 Participating Teachers.

15 20.13.4 Half-Contract Model

16 20.13.4.1 This model may be approved for an individual whose only  
17 assignment is as a Consulting Teacher working on a half-time basis.  
18 This model will involve a 184-day flexible calendar. Each workday  
19 shall be 4 hours with compensation at .13% factor above the individual  
20 bargaining unit member's placement on the certificated salary schedule  
21 adjusted for half-time service. In addition, each Half Contract Teacher  
22 will serve ten (10) full days for training and other related purposes with  
23 compensation at a .13% factor above the individual per diem rate of pay  
24 based on the certificated salary schedule.

25 20.13.4.2 Each Half-Contract Consulting Teacher will be assigned no more  
26 than the equivalent of seven (7) Participating Teachers. No Half-  
27 Contract Consulting Teacher shall be assigned more than two (2)  
28 Referred Participating Teachers.

29 20.13.5 Stipend Model

1                   20.13.5.1     When necessary the Joint Committee may use an extra-duty  
2                                   assignment “Stipend Model” to meet unusual or especially challenging  
3                                   needs. When an individual teacher serves as a Consulting Teacher in  
4                                   this model, compensation shall be \$5,000.00 for 125 hours of direct  
5                                   services. Each Stipend Model Consulting Teacher will be assigned to  
6                                   no more than two (2) Participating Teachers. Additional hours of  
7                                   service, approved in advanced by the Joint Committee, shall be  
8                                   compensated at certificated hourly rate.

9   20.13.6   Retired Teacher Model

10                   20.13.6.1     This model may be used to employ retired teachers to serve as  
11                                   Consulting Teachers for Non-Referred Participants. Compensation may  
12                                   be based on the stipend model above for no more than two (2)  
13                                   Participating Teachers or the pro-rated hours of service based on the  
14                                   stipend model if the retired teacher is authorized to serve under Section  
15                                   13.4 (Ancillary Services Contract) with compensation as specified in  
16                                   Article 13 of the Collective Bargaining Agreement.

17   20.13.7   Consulting Teachers Model

18                   20.13.7.1     Consulting Teachers will not be required to provide workshops,  
19                                   training, participate in committees or perform other additional duty  
20                                   assignments, except as specifically related to the functions and activities  
21                                   of the Peer Assistance and Review Program.

22   20.14   MISCELLANEOUS PROVISIONS

23   20.14.1   This Article does not expand nor diminish bargaining unit member’s ability to grieve  
24                   an evaluation pursuant to the negotiated agreement between the parties.

25   20.14.2   Bargaining unit members serving on the Joint Committee shall receive a stipend of  
26                   four thousand three hundred dollars (\$4,300) for such service. In the event that a  
27                   Bargaining Unit Member Representative does not complete a full year of service the

1 stipend shall be pro-rated based on the number of regularly scheduled meetings. In the  
2 event that an alternate is requested to serve, the alternate shall receive a stipend equal to  
3 the pro-rated value of the meetings attended, as indicated above.

4 20.14.3 Activities, duties and responsibilities of Consulting Teachers or Association  
5 representatives and alternate representatives to the Joint Committee shall be deemed a  
6 specific exception to Article 9, Section 12 of the Collective Bargaining Agreement.

7 20.15 Nothing in this Article precludes the Principal or District from completing informal  
8 observations, nor from notifying the teacher verbally or in writing regarding incidents or  
9 events related to the teacher's fulfillment of his/her professional obligations.

10 20.15.1 Should the Principal deem it necessary to communicate with a Referred Participating  
11 Teacher in a matter relating to progressive discipline, the Principal may provide a copy  
12 of the document to the Consulting Teacher who shall report the same to the Joint  
13 Committee.