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ARTICLE 20
PEER ASSISTANCE AND REVIEW

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

20.2 JOINT COMMITTEE

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

20.2.2 The Joint Committee shall establish its own meeting schedule. To meet, a minimum of 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 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.