

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 present. Such meeting shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. If in carrying out their responsibilities as members of the Joint Committee, it is necessary to work beyond their regular workday, Joint Committee members shall be compensated at the bargaining unit member's pro rata hourly rate of pay.
- 20.2.3 The Staff Development/Teacher Support Department and the Joint Committee shall be responsible for:
- (A) Providing annual training for the Joint Committee members;
 - (B) Establishing its own Rules and Procedures, including the method for selection of the Chairperson who shall be selected from teacher representatives. All members of the Committee shall participate in all votes.
 - (C) Establishing a procedure for application as a Consulting Teacher pursuant to this article;

- (D) Selecting, evaluating, and having the authority to replace members of the Panel of Consulting Teachers;
- (E) Selecting trainers and/or training providers for Consulting Teachers and Joint Committee Members subject to the approval of the governing board;
- (F) Providing training for Consulting Teachers prior to their participation in the program. Training for Consulting Teachers should include, but not be limited to: the PAR program, peer coaching, due process, adult learning theory and role responsibilities including the concept of duty of fair representation.
- (G) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site principal;
- (H) Consulting with Participating Teachers to approve assignments of and/or reassignments of Consulting Teachers;
- (I) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of the Agreement and, to the extent there is an inconsistency, the agreement will prevail;
- (J) Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all administrators, and participating teachers as well as a copy to be posted at all school/sites.
- (K) Determining the number and configuration of Consulting Teachers for each school based on participation in the comprehensive PAR program, the approved budget, and other relevant considerations;
- (L) Reviewing the final report prepared by the Consulting Teacher and forwarding the names of the Referred Teachers, who after sustained assistance are not able to demonstrate satisfactory performance to the governing board;
- (M) Evaluating annually the impact of the PAR program in order to improve the program;
- (N) Developing and implementing a plan to stagger the initial terms of Consulting Teachers so that no more than a majority of Consulting Teachers' terms will expire in any year;
- (O) Ensuring that no member shall participate in discussing and voting on any matter in which they have a professional or personal conflict of interest. If necessary, to prevent a violation of this section, the Association or District shall have the power to appoint an alternate for their member to the panel;
- (P) Accepting or rejecting referrals from volunteers;

20.3 All proceedings and materials related to evaluations, reports and other personnel matters shall be deemed personnel records and shall remain confidential except as necessary to administer this Article, subject to the following exceptions:

20.3.1 In response to subpoenas or orders of the court;

- 20.3.2 Except for voluntary participants the final report may be used by the District in any employment action based upon instructional performance.
- 20.3.3 Joint Committee members and Consulting Teachers may disclose information only as necessary to administer this Article.
- 20.4 The District shall hold harmless the members of the PAR panel and the Consulting Teacher for any liability arising out of their participation in this program.
- 20.5 The Peer Assistance Review Program shall not deal with teacher employment issues arising from allegations of neglect of duty, misconduct or matters resulting solely from attendance issues, which are distinct from teacher evaluations pursuant to Article 9 of the Collective Bargaining Agreement.
- 20.6 PARTICIPATING TEACHERS (PT)
- 20.6.1 A Referred Participating Teacher is a teacher with permanent status who is referred for assistance to the PAR Program in order to improve their instruction skills, classroom management, knowledge of subject, and/or related aspects of their teaching performance as a result of an overall unsatisfactory final evaluation and an administrative recommendation to PAR. Such recommendation shall not be solely based on a teacher's attendance record.
- 20.6.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate their participation in the PAR Program at any time. Provided, however, that a Volunteer Participating Teacher may be referred to the PAR Program as a result of an unsatisfactory performance evaluation (when such referral occurs the volunteer's status shall be converted to that of Referred Participating Teacher). Inclusion of voluntary participant's documents shall be at the discretion of the participant.
- 20.7 A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the PAR process when agreed to by the Participating Teacher and the Joint Committee or when necessitated by expiration of a Consulting Teacher's term or resignation/removal from the program of a Consulting Teacher.
- 20.7.1 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer, shall not be shared with others including the site principal, the evaluator or the Joint Committee.
- 20.7.2 The Participating Teacher has the right to due process (as defined by law or this Article) and to be represented throughout these procedures by the Association.
- 20.7.3 The term of this assistance shall normally be for one (1) year with an option for an extension of a second year, if the Joint Committee concludes that significant progress is being made by the Referred to Participating Teacher.

20.8 CONSULTING TEACHERS (CT)

- 20.8.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
- 20.8.2 Be a fully credentialed Association member who is a classroom teacher with permanent status and at least five (5) years overall successful classroom teaching service in FUSD. In the event that there are not enough Consulting Teachers meeting the above criteria, voluntary participants and non-permanent participants may be assigned Consulting Teachers with a minimum of 3 years of the above qualifications.
- (A) Have substantial recent classroom experience with direct involvement in student instruction for at least the last three consecutive years.
 - (B) Shall demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. Consulting Teachers shall have no unsatisfactory ratings on their last evaluation.
- 20.8.3 In addition the Joint Committee shall consider evidence of skill in working cooperatively and effectively with other professional staff members in the decision to appoint Consulting Teachers.
- 20.8.4 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of their expertise, as follows:
- (A) A reference from an administrator who has worked with the employee.
 - (B) A reference from an elected Association representative;
 - (C) A reference from another classroom teacher.
- 20.8.5 All applications, deliberations and references will be treated with confidentiality as pre-employment/promotional records.
- 20.8.6 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations, (in person or by videotape) and a personal interview.
- 20.8.7 The term of the Consulting Teacher shall normally be three (3) years (see Item I-C-14). A teacher may not serve in the position for more than two (2) three (3)-year consecutive terms. Functions performed pursuant to this Article by bargaining unit member shall not constitute either management or supervisory functions. The Consulting Teacher and Association appointed Joint Committee members shall maintain all rights as bargaining unit members. In cases where a Consulting Teacher later takes an administrative position that includes evaluating a former Participating Teacher, the Participating Teacher shall have the option of requesting an alternate evaluator for the next evaluation cycle.

- 20.9 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program; to establish mutually agreed upon performance goals; to develop the assistance plan; and to develop a process for determining successful completion of the PAR Program, based on areas of deficiency, as noted in the Referred Participating Teacher's performance evaluation.
- 20.9.1 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction and shall conduct both pre-observation and post-observation conferences. Such conferences shall occur within ten (10) days of the observation and shall be followed by a written report within ten (10) days of the conference.
- 20.9.2 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and provide periodic written reports to the Referred Participating Teacher and the Joint Committee for discussion and review.
- 20.9.3 The Consulting Teachers and Referred Participant's supervisor shall maintain ongoing communication with respect to the process of Peer Assistance and Review.
- 20.9.4 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Joint Committee concludes that the teaching performance of the Participating Teacher is satisfactory or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and be discussed with the Referred Participating Teacher to receive their input before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that they have received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to all copies of the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by an Association Representative. The Joint Committee may deliberate in closed session after all presentations have been made.
- 20.9.5 Subsequent to the process identified above, the Referred Participating Teacher shall not have further right of appeal to the Joint Committee regarding the recommendation and report to the Governing Board.
- 20.10 During the period of referred Peer Assistance and Review, evaluations shall be the responsibility of the Joint Committee. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in their personnel file. Per MOU dated August 8, 2001, this clause shall be held in abeyance pending a positive recommendation by the Joint Committee to commence implementation.
- 20.11 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.
- 20.12 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring and/or by other activities, which, in their professional judgment, will assist

the Participating Teacher. When necessary to obtain specialized subject matter or instructional competency, the Consulting Teacher shall be authorized to obtain additional assistance to fully address identified areas of deficient performance. This assistance shall be obtained with the approval of the Joint Committee and pursuant to procedures established by the District Coordinator. In such cases, the Consulting Teacher shall retain primary responsibility for the assistance and support program.

20.13 PROGRAM CONFIGURATION MODELS FOR CONSULTING TEACHERS

20.13.1 The preferred model for service by Consulting Teachers in the Peer Assistance and Review Program shall be a Full-time Release Model. When the Joint Committee deems it necessary or appropriate, other models as indicated below may be used. In calculating all ratios indicated below, a Referred Participating Teacher shall be deemed to have a weight of 2.

20.13.2 Full-Release Model

- (A) Each Full Release Consulting Teacher model shall serve a 196, "flexible" calendar while in the position of Consulting Teacher. Days of work shall be defined as an 8-hour. Compensation for this expanded work year will be a .13 factor based on the individual bargaining unit member's placement on the certificated salary schedule. Hours in excess of 8-hours per day shall be approved by the Joint Committee and compensated at certificated hourly rate.
- (B) Each Full Release Consulting Teacher shall be assigned no more than the equivalent of 15 Participating Teachers. No Full-Release Consulting Teacher shall be assigned more than five (5) Referred Participating Teachers.
- (C) Upon completion of their service as a Full-time Release Consulting Teacher, the teacher shall have the right to return to the school and track of his/her prior assignment unless such assignment no longer exists, in which case, Voluntary Transfer Article 8.3 will be utilized.
- (D) If, given fiscal constraints, the district finds it necessary to implement the full-release model with 186-day work year and a "7.5-hour" workday (inclusive of lunch), the Joint Committee will establish and monitor adjustments in the caseload (number of teachers served) and the expected number of direct hours of service per participant. This full-release configuration will provide the Consulting Teacher the ability to schedule observations and meetings for teachers served within the parameters of the normal school day, subject to approval of the Consulting Teacher supervisor. In addition, the Consulting Teacher will be allowed to schedule the 186-day work year, with approval of the Consulting Teacher supervisor, to meet the needs of both the teachers served and the Consulting Teacher.

20.13.3 Half-Release Model

- (A) This model will normally involve a partial Consulting Teacher assignment combined with a partial teaching assignment or a shared assignment between two (2) half-

time Consulting Teachers. The work year shall be established at 196, (8-hour) days with a .13 factor. Additional hours, approved in advance by the Joint Committee, shall be compensated at the certificated hourly rate.

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

20.13.4 Half-Contract Model

- (A) This model may be approved for an individual whose only assignment is as a Consulting Teacher working on a half-time basis. This model will involve a 186-day flexible calendar. Each workday shall be 4 hours with compensation at .13% factor above the individual bargaining unit member's placement on the certificated salary schedule adjusted for half-time service. In addition, each Half Contract Teacher will serve ten (10) full days for training and other related purposes with compensation at a .13% factor above the individual per diem rate of pay based on the certificated salary schedule.
- (B) Each Half-Contract Consulting Teacher will be assigned no more than the equivalent of seven (7) Participating Teachers. No Half-Contract Consulting Teacher shall be assigned more than two (2) Referred Participating Teachers.

20.13.5 Stipend Model

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

20.13.6 Retired Teacher Model

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

20.13.7 Consulting Teachers Model

- (A) Consulting Teachers will not be required to provide workshops, training, participate in committees or perform other additional duty assignments, except as specifically related to the functions and activities of the Peer Assistance and Review Program.

20.14 MISCELLANEOUS PROVISIONS

- 20.14.1 This Article does not expand nor diminish bargaining unit member's ability to grieve an evaluation pursuant to the negotiated agreement between the parties.
 - 20.14.2 Bargaining unit members serving on the Joint Committee shall receive a stipend of four thousand three hundred dollars (\$4,300) for such service. In the event that a Bargaining Unit Member Representative does not complete a full year of service the stipend shall be pro-rated based on the number of regularly scheduled meetings. In the event that an alternate is requested to serve, the alternate shall receive a stipend equal to the pro-rated value of the meetings attended, as indicated above.
 - 20.14.3 Activities, duties and responsibilities of Consulting Teachers or Association representatives and alternate representatives to the Joint Committee shall be deemed a specific exception to Article 9, Section 12 of the Collective Bargaining Agreement.
- 20.15 Nothing in this Article precludes the Principal or District from completing informal observations, nor from notifying the teacher verbally or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
- 20.15.1 Should the Principal deem it necessary to communicate with a Referred Participating Teacher in a matter relating to progressive discipline, the Principal may provide a copy of the document to the Consulting Teacher who shall report the same to the Joint Committee.