COLLECTIVE BARGAINING CONTRACT

Between

San Juan Unified School District
P.O. Box 477 • 3738 Walnut Avenue
Carmichael, California 95609-0477

and

San Juan Teachers Association
5820 Landis Avenue, Suite #1
Carmichael, California 95608

July 1, 2009 - June 30, 2011
3.06 Public Charges

3.06.1 Any anonymous or unsubstantiated public complaint shall not be used in a member’s evaluation or included in a member’s personnel file. If the administration decides that a complaint received about a member is not serious enough to warrant a meeting with the member, subsequent evaluations shall contain no reference to the complaint.

3.06.2 If the administrator believes a complaint is serious enough to bring to the attention of the member, the member may request the administrator to schedule a meeting of the member, the complainant, and the administrator. If, in the judgment of the administrator, such a meeting would be counter-productive, the meeting may not be scheduled. The reasons for that judgment shall be given the member upon request. If no meeting is held, or if a meeting is held without the opportunity for the member to be present, subsequent evaluations shall contain no reference to the complaint.

3.07 Controversial Materials

3.07.1 When complaints are received from citizens relative to the use of allegedly controversial instructional material which, in the judgment of the site/program administrator, are serious enough to adversely affect a member’s evaluation, the complaints shall be handled as follows:

a. Complaints shall be referred to the site/program administrator who shall review the complaint.

b. The site/program administrator shall review the complainant with the member in question and shall attempt to resolve the issue at that level.

c. If a resolution is not reached at this level, the complainant shall be requested to state his/her case in writing and shall be informed that the statement shall include the name of the member, date, place and full description of the episode or material in question and, in the case of printed material, the name of the author, title, publisher and objections by page and items or, in the case of other material, specific information in order to locate the objectionable phrase or aspect and any other specific information which might be pertinent. Upon receipt of the above, the site/program administrator shall review the complaint with the member in question and shall subsequently hold a conference with the complainant and the member in an attempt to resolve the issue at that level.

d. If the issue is not resolved at the initial level, the matter shall be referred to the Superintendent/designee for resolution.

3.08 The Peer Assistance and Review Program (PAR)

3.08.1 Description of the program:

a. Effective July 1, 2000, the California Peer Assistance and Review Program for teachers shall become fully operational. The California Peer Assistance and Review Program shall establish a teacher peer assistance and review process as a critical resource mechanism that allows Consulting Teachers to assist Participating Teachers in gaining knowledge in subject matter and/or teaching strategies.
b. Effective upon ratification of this agreement, the Peer Assistance and Review Panel will be responsible for administering the District’s BTSA program to provide peer assistance including method of delivering services, training and type of support and making recommendations to the school board on program design.

c. Effective July 1, 2000, Article 15 of the contract describing the California Mentor Program shall be deleted.

d. The parties agree to review the impact of SB 2042 (induction program for new teachers) and create options for collaborative design and implementation.

e. The parties agree to jointly provide on-going support and awareness level training for PAR.

3.08.2 Definition of terms:

a. Peer Assistance: Both new and experienced teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher and the supervising administrator. The activities shall be designed to strengthen the Participating Teacher’s skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, alignment to District approved goals and objectives, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.

b. Peer Review: For the purpose of this article, peer review describes a process by which the Consulting Teacher shall monitor, guide and support the progress of his/her assigned Referred Participating Teacher toward a satisfactory level of classroom performance. The review process shall include the following:

ii. Collaboration between the Consulting Teacher, the Referred Participating Teacher, and the principal in developing a mutually agreed upon plan for the Referred Participating Teacher. Any dispute that may result shall be resolved by the PAR panel.

iii. Written reports to the Referred Participating Teacher which shall be shared with the Peer Assistance and Review Panel and the supervising administrator.

iv. A cooperative relationship between the Consulting Teacher and the principal with respect to the process and content of Peer Assistance and Review.

v. A Summary Evaluation prepared by the consulting teacher shall be provided to the Referred Participating Teacher, the Peer Assistance and Review Panel, and the supervising administrator. A copy of the Summary Evaluation shall be placed in the
personnel file of the Referred Participating Teacher and the Summary Evaluation shall be reflected in the final recommendation of the Referred Participating Teacher.

c. Peer Assistance and Review Panel: The Peer Assistance and Review Panel shall be comprised of seven (7) members, the majority of who shall be teachers.

d. Referred Participating Teacher: A Referred Participating Teacher is a teacher who has achieved permanent status and who, as a result of an evaluation in which two or more ratings of unsatisfactory have been earned, demonstrate a need for assistance as outlined in the performance areas of section A and B of the Summary Evaluation. A permanent teacher with one unsatisfactory rating may be referred to PAR Panel for intervention. The PAR Panel shall have authority to accept or reject such referrals. A Referred Participating Teacher shall participate in both the peer assistance and peer review components of this program.

e. Volunteer Participating Teacher: A Volunteer Participating Teacher is a teacher who has achieved permanent status or an experienced teacher new to the District who seeks to improve his/her teaching performance and requests the Peer Assistance and Review Panel to assign a consulting Teacher to provide peer assistance. A Volunteer Participating Teacher shall be involved only in the peer assistance component of this program.

f. Beginning Participating Teacher: Newly employed classroom teachers possessing a preliminary credential with fewer than two years of fully credentialed teaching experience will participate in the District PAR program. In addition, classroom teachers who possess a pre-intern certificate, an intern credential, or an emergency permit may also participate in the District PAR program. Beginning Participating Teachers shall only be involved in the peer assistance component of this program. Within six (6) weeks of ratification of this successor agreement, a joint committee will explore the possibility of the Consulting Teacher assisting and reviewing the Beginning Participating Teacher.

g. Consulting Teacher: A Consulting Teacher is a permanent teacher selected by the Peer Assistance and Review Panel to provide support to a Participating Teacher and/or to assume additional responsibilities determined as appropriate by the Peer Assistance and Review Panel. The Consulting teacher shall be released on a full-time basis. The responsibilities may include:

ii. Assistance and guidance to Beginning Participating Teachers.

iii. Formative and summative evaluation of Referred Participating teachers.

3.08.3 Peer Assistance and Review Panel

a. The PAR Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Panel. Consensus is the preferred decision making model. However,
when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the Peer Assistance and Review Program and five (5) votes shall be required for all other decisions.

b. The PAR Panel will establish its own standing rules and meeting schedule. To meet, five (5) members of the PAR Panel must be present. Teachers who are members of the PAR Panel shall be released from their regular duties to attend PAR Panel meetings.

c. The PAR Panel shall be responsible for the following:

ii. Reviewing peer review reports prepared by Consulting Teachers and making recommendations regarding permanent teachers to the District governing board.

iii. Annually recommending, in consultation with the Superintendent and/or his/her designee, a budget for the PAR/BTSA Program that shall be subject to final review and approval by the Superintendent and school board.

iv. Annually evaluating the impact of the program in order to continually improve the program using evaluation criteria developed at the inception of the program. Establishing its own procedures, including the method for selection of a Chair or Co-Chairs.

v. Providing the necessary annual training for the Joint panel members.

vi. Selecting and evaluating the Consulting Teachers who are not performing effectively.

vii. Selecting trainers and/or training providers.

viii. Providing ongoing training for Consulting Teachers.

ix. Distributing, at the beginning of each school year, a copy of the description and guidelines governing the program to all bargaining unit members, administrators and school board.

x. Making all decisions about eligibility for the program consistent with this agreement.

xi. Determining the number of Consulting Teachers in any school year based upon participation in the PAR program, the budget available and other relevant considerations.

xii. Approving assignment of additional staff to provide instructional and curricular support to Participating Teachers.

d. Bargaining unit members of the PAR Panel shall be paid their per diem rate for up to ten (10) extra days per year if required for the program. Bargaining unit members shall receive an annual stipend (see Exhibit “D-8”).
e. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, PAR Panel members, Consulting Teachers, and principals may disclose such information only as necessary to administer this article.

f. A PAR Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.

g. The District shall indemnify and hold harmless members of the PAR Panel from any lawsuit or claim arising out of the performance of their duties under this program.

3.09 Participating Teachers

3.09.1 Referred Participating Teacher

a. A Referred Participating Teacher is a teacher with permanent status who has been referred to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory Summary Evaluation.

b. The Referred Participating Teacher shall have the right to submit a written response within twenty (20) days of receipt of the Summary Evaluation and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the PAR Panel and to be represented at this meeting by the Association representative of his or her choice.

c. The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

3.09.2 Volunteer Participating Teacher

a. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. A Volunteer Participating Teacher may terminate his/her participation in the PAR Program at any time.

b. All communication and documentation between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer Participating Teacher, shall not be shared with others including the site principal, the evaluator, or the PAR Panel.

c. Any such documentation produced while the teacher is a Volunteer Participating Teacher shall be the property of the Volunteer Participating Teacher and shall not be placed in the personnel file.

3.09.3 Beginning Participating Teacher

a. A Beginning Participating Teacher shall receive assistance from a Consulting Teacher as part of the Beginning Teacher Program. The
Consulting Teacher shall not participate in an evaluation of the Beginning Participating Teacher. Beginning teachers shall participate in the program for two (2) years.

b. Short-term (less than 75%) contract teachers shall be provided assistance as determined by the PAR Panel and the availability of resources. The PAR Panel shall have the authority to reject or accept such candidates.

3.09.4 Consulting Teachers

a. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The following shall constitute minimum qualifications for the Consulting Teacher:

ii. A credentialed classroom teacher with permanent status.

iii. Five (5) years of recent experience in classroom instruction.

iv. Demonstrate exemplary teaching ability, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

v. Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

a). Reference from a building principal or immediate supervisor.

b). A reference from another classroom teacher.

b. All applications and references shall be treated with confidentiality.

c. Consulting Teachers shall be selected by the PAR Panel in accordance with section 3.08 of this agreement.

d. The term of the Consulting Teacher shall be four (4) years, and a teacher may not serve in the position for more than one (1) consecutive term. For the year of selection, terms will be staggered at three (3), four (4) and five (5) years as determined by lottery. The Lead Consulting Teacher may serve up to a 7-year term. The extension must be approved by the PAR/BTSA Governance Panel on a year-by-year basis. In order to preserve the integrity and fulfill the intent of this Peer Assistance and Review Program, applicants must agree not to enter an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such a position for one school year following their term.

e. Consulting Teachers shall provide support on a full-time basis for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance. In addition, the PAR Panel may authorize additional support appropriate to meet the needs of the Participating Teacher.
f. Functions and other PAR responsibilities as defined by subdivisions g and m of 3540.1 of the Government Code and Education Code, Article 4.5, section 44503(b) performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall have a work year that includes an additional five (5) days. Up to an additional five (5) days may be assigned at per diem rate based on program needs. The Consulting Teacher shall receive an annual stipend (see Exhibit “D-8”). This stipend may be prorated if the service is less than one (1) year. Stipends are contingent on continued state funding of the PAR Program.

g. Upon completion of his/her service as a full-time released Consulting Teacher, a teacher has a right to return to his/her original site.

h. The District shall indemnify and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

i. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist the Referred Participating Teacher.

j. The Consulting Teacher shall meet with the Referred Participating Teacher and the principal to discuss the performance goals, develop the improvement plan and develop a process for determining successful completion of the PAR program.

k. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, including periodic pre-observation and post-observation conferences.

l. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher as it relates to the California Standards for the Teaching Profession, and shall provide periodic written reports to the Referred Participating Teacher and principal for discussion and review. A copy of each of the Consulting Teacher’s reports shall be submitted to and discussed with the Referred Participating Teacher to receive his or her signature before it is submitted to the PAR Panel. The Referred Participating Teacher’s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the summary Evaluation to the PAR Panel.

m. The Consulting Teacher shall complete the referred teacher summary evaluation form (year-1) and the form shall be signed by the Consulting Teacher, the principal. Should the principal be in disagreement with the summary evaluation written by the Consulting Teacher, the principal shall prepare a separate summary evaluation (year-2) using the Referred Teacher Summary Evaluation Form for Administrators. This form shall be signed by the principal, the Referred Teacher, and the Consulting Teacher.
3.09.5 Referred Teacher Intervention Program.

a. The primary purpose of this program is to provide assistance and remediation to those teachers who have received unsatisfactory evaluations.

b. Assistance and remedial efforts shall be preceded by a conference in the spring of the year the teacher receives the unsatisfactory evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the Consulting Teacher or the Coordinator of the PAR Program. The teacher may request SJTA representation at the conference.

c. During the period of assistance, the referred teacher’s performance relative to the PAR Program guidelines shall be the joint responsibility of the PAR Panel and Consulting Teacher, in collaboration with the principal.

d. Communication and consultation with the principal shall be ongoing. The Consulting Teacher shall share all written evaluation reports during a conference with the Referred Participating Teacher at least every six (6) weeks. Copies of the written reports will be provided to the principal and the PAR Panel.

e. If at any time during the period of assistance, the PAR Panel determines that the Referred Participating Teacher is unwilling or unable to meet the standards of performance, the PAR Panel may recommend to the Superintendent/designee an issuance of a notice of unsatisfactory performance per Education Code Section 44938.

f. At the conclusion of the year of remediation, the PAR Panel shall determine that:

   ii. The Referred Teacher is now proficient according to California Standards for the Teaching Profession, or

   iii. The intervention may be extended to a second year if the PAR Panel believes progress is being made and the teacher has a reasonable opportunity to meet the standards with an additional year of support, or

   iv. Further assistance and remediation will not be successful with reasons in support of this conclusion. The School Board may at such time initiate dismissal proceeding.

g. The deliberation of the PAR Panel shall be closed and confidential. All decisions shall be based upon the information provided by the Consulting Teacher, the principal, the Referred Teacher and/or the SJTA representative.

h. The results of the Referred Participating Teacher’s participation in the PAR Program shall be made available for placement in his or her personnel file and shall be used in the evaluation of the Referred Participating Teacher.
3.09.6 Referred Participating Teacher Due Process Rights

a. The Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the PAR Panel. The member shall be given the opportunity to attach his/her comments to any report submitted to the PAR Panel. The member shall receive copies of such reports at least five (5) working days prior to any such meeting.

b. The Referred Participating Teacher shall have the right to be represented by SJTA in any meeting of the PAR Panel that the Referred Participating Teacher is entitled to attend and shall be given a reasonable opportunity to present his/her view concerning any report being made.

c. Disagreements regarding the procedures in preparing the annual evaluation, which is used as the basis for a referral, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year. Consistent with 3.04.9 of the Collective Bargaining Contract, the substance of the employee’s evaluation for competency is not arbitrable.

d. Upon the teacher’s written request, all materials at least four (4) years old that are related to the Referred Participating Teacher Intervention Program, shall be removed from the personnel file and placed in a separate, sealed file, consistent with 3.05.9 of the Collective Bargaining Contract.

The PAR Panel in no way diminishes the legal rights of District or bargaining unit members.