

Contract

between

**San Francisco Unified
School District**

And

**United Educators
of San Francisco**

(415) 956-8373
www.uesf.org

Covering Certificated Personnel

July 1, 2004 — June 30, 2007

including the impact, if any, which compliance with said Consent Decree has on such matters. The Union and the District agree that the staffing of personnel at those schools impacted by the Consent Decree shall be in accordance with a plan developed pursuant to the Consent Decree to successfully implement the approved educational programs for the students. Only teachers who apply for positions may be selected; those selected shall be the most qualified based upon the plan and educational programs.

40. Itinerant Teachers

Schedules of regularly assigned teachers who are assigned to and travel to more than one school or student home on a given day shall be arranged so that no teacher shall be required without his/her consent to engage in inter-school or inter-home (for home bound teachers) travel of more than thirty-five (35) miles. The District will notify such teachers of a change of school as soon as possible, normally within ten (10) work days. To allow for travel, itinerant teachers will not be assigned non-teaching duties.

41. Peer Assistance and Review

41.1 There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as “Program”) for all eligible K-12 U.E.S.F. unit members who have classroom responsibilities. The Program shall have three distinct components: New Teacher Component, second year teacher assistance, and the Permanent Teacher Intervention Component. This article shall supersede Article 16, Evaluation, of the SFUSD/UESF contract for teachers participating in the PAR Program.

41.1.1 Definitions

- 41.1.1.1 **PAR Panel:** The Program shall be governed by the PAR Panel composed of four (4) District members selected by the Superintendent and five (5) UESF members selected by the Union.
- 41.1.1.2 **Peer Coach:** The teacher selected and directed by the PAR Panel to assist and review teachers will be assigned to the Program to work exclusively with beginning teachers and/or teachers subject to intervention.
- 41.1.1.3 **Lead Coach:** This Peer Coach will be assigned specific duties in addition to those of a Peer Coach. These tasks will primarily be related to the smooth functioning of the program. In order to accomplish these tasks the Lead Coach will be provided a reduced caseload.
- 41.1.1.4 **Participating Teacher:** A teacher who is participating in the Peer Assistance and Review program.
- 41.1.1.5 **New Teacher:** A teacher new to the District and occupying a position for which a probationary teacher could have been employed.
- 41.1.1.6 **Intervention Teacher:** A permanent teacher who has been identified as performing in a less than satisfactory manner thus necessitating improvement or termination. The performance problems shall include classroom management and teaching techniques.
- 41.1.1.7 **Panel Co-Chairs:** The Chief Administrative Officer or designee and the President of the Union or designee shall each be responsible for keeping the Superintendent apprised of the implementation of the Program, and for co-chairing the PAR Panel. The Panel shall select the Panel Chair, one of the Co-Chairs on a rotating basis.

- 41.1.1.8 **Professional Growth Plan:** The plan, contemplated in Section 18.8, for participating Beginning Teachers, developed by the Peer Coach and Beginning Teacher in consultation with the principal.
- 41.1.1.9 **Individual Learning Plan:** The plan developed by the Peer Coach and Participating Teacher in consultation with the principal to address areas of need.
- 41.1.1.10 **Pre-Intern and Intern Programs:** Partnerships between the District, Union and Universities designed to provide a rigorous and supportive path to a full credential.
- 41.1.1.11 **Evaluation:** Evaluation is the process, reflective of mandated state requirements and best professional practices, described in Article 16, Evaluation, of the UESF-SFUSD collective bargaining agreement. The Written Summary of the evaluation cycle is placed in the teacher's personnel file. The principal is responsible for conducting evaluations.
- 41.1.1.12 **Review:** The review process, while driven by the same goals as the evaluation process, involves much more interaction and closer scrutiny; it is central to the Program. The review process requires the PAR Panel to examine documented interactions between the teacher, Peer Coach, and principal, reflect with other Panel members, and discuss the recommendations with the Peer Coach and principal. The review process requires goal setting, performance objectives, close assistance, monitoring progress, and detailed record keeping. The PAR Panel then approves a summary report that is placed in the teacher's personnel file. At the conclusion of the review process, usually one year, the Panel shall report that 1) the teacher "Meets Standards" in the California Standards of the Teaching Profession and, if a New Teacher, is suitable for reelection; 2) the teacher "Does Not Meet Standards" that further assistance and review is not warranted, and that either non-reelection or termination is possible; or 3) in special circumstances, an extension for another year in the program is warranted.
- 41.1.2 **Program Phase-in**
- 41.1.2.1 Successful implementation of the Program requires adoption of a standards-based evaluation system. The District and Union will develop such a system during the 2002-03 school year for implementation beginning with the 2003-04 school year. Said system shall be based upon the California Standards of the Teaching Profession and may require development of appropriate evaluation forms and modification of the rating scale. This effort will require modification of Article 16, Evaluation.
- 41.1.2.1.1 The District and Union shall form a committee of equal representation to incorporate a standards-based evaluation plan, based upon the California Standards of the Teaching Profession, into Article 16, Evaluation. This plan shall include appropriate modifications to evaluation forms and timelines. The plan shall also include implementation timelines.

- 41.1.2.1.2 The committee shall be reflective of the District’s grade levels and work assignments as well as have participation by those who have responsibility for standards and evaluation.
- 41.1.2.2 The District and the Union, by mutual agreement, may identify the schools in which New Teachers participate in the Peer Assistance and Review program.
- 41.1.3 **New Teacher Component**
- 41.1.3.1 Support services for new teachers not participating in the PAR Program shall be provided through the BTSA, Intern, Pre-Intern, Para-To-Teacher, or other programs, as appropriate, with the goal of having every new teacher engaged in a support program.
- 41.1.3.2 If the District and the Union fail to reach bilateral agreement on including the review component and its applications to all teachers in the New Teacher Component, the Union shall have the right to rescind the Permanent Teacher Intervention Component for said year(s), as contemplated in Section 41.1.4 below, by sending the District a written notice of said rescission. Said Union rescission notice shall constitute an automatic cancellation of the entire Peer Assistance and Review Program, as described in this article
- 41.1.4 **Permanent Teacher Intervention Component**
- 41.1.4.1 This component of the Program is intended for permanent teachers with less than satisfactory teaching skills or practices. Its purpose is to assist them in improving deficiencies.
- 41.1.4.2 Effective the 2000-2001 school year, this component of the Program shall provide intervention to permanent teachers who receive an “unsatisfactory” rating on their prior year’s summary evaluation or who have received a “needs improvement” rating for two or more consecutive years, provided the following conditions are met:
- 41.1.4.2.1 Each referral shall be reviewed by the PAR Panel Co-Chairs to determine whether acceptance into the Intervention Program is appropriate. Part of the review will focus on whether the evaluation documents and process, per Article 16, Evaluation, of the Contract that led to the referral, were valid and correct. The Panel Co-Chairs will, by mutual agreement, enter the referred teacher into the Intervention Component of the PAR program. If they do not agree, no referral will be made.
- 41.1.4.2.2 The PAR Panel must approve the entry of any permanent teacher recommended by the Co-Chairs for participation in the intervention component of the PAR program.
- 41.1.4.2.3 The principal shall present copies of his/her evaluation file for the teacher. Said file, developed pursuant to Article 16, Evaluation, shall include reports of classroom observations, recommendations for improvement that were made to the teacher during the evaluation process and any other related information that may assist the panel.

- 41.1.4.2.4 The teacher shall have the opportunity to make a presentation to the PAR Co-Chairs. Section 16.3 shall apply.
- 41.1.4.2.5 If the PAR Co-Chairs reject the referral, they shall provide the District with the reasons in writing for the rejection and an acknowledgment that the District is free to exercise its options under the SFUSD/UESF contract and/or the California Education Code in the absence of an intervention program.
- 41.1.4.3 If a teacher believes that a colleague is in need of the intervention process, s/he may discuss these concerns with the UESF Building Representative. The Building Representative may relay these concerns to the principal. If the Building Representative discusses these concerns with the principal and after one month the principal does not request an investigation for intervention, the building representative may submit the concerns to one of the Panel Co-Chairs. The PAR Co-Chairs may place such a teacher in the Intervention Program following the procedure described above.
- 41.1.4.4 This Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct (Article 30, Disciplinary Action) which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession adopted by the Union and District.
- 41.1.5 **Evaluation Responsibilities for Evaluation and Review**
- 41.1.5.1 The Program assumes primary responsibilities for reviewing New Teachers and Intervention Teachers.
- 41.1.5.2 For teachers in the Program, the principal maintains evaluation responsibility for those aspects which reside typically outside the classroom, as specified in Standard 6 of the San Francisco Teaching Standards. (See Appendix J for a copy of the San Francisco Teaching Standards)
- 41.1.5.3 The principal retains primary evaluation responsibility for first year teachers not included in the Program, second-year teachers, and all other teachers whose performance meets or exceeds the San Francisco Teaching Standards.
- 41.2 **Peer Assistance and Review Panel**
- 41.2.1 Decisions of the Panel shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least six (6) members.
- 41.2.2 The PAR Panel shall be responsible to:
 - 41.2.2.1 meet at least four (4) times annually to review the work of the Coaches and their caseloads;
 - 41.2.2.1.1 Generally, the Panel shall meet within the normal workday with substitutes provided according to District practice. Work performed beyond the workday shall be compensated at the negotiated hourly rate.

- 41.2.2.2 develop the budget for the Program subject to the Superintendent’s review and Board approval;
- 41.2.2.2.1 The budget shall include all resources reasonably necessary for the successful operation of the Program, including space, equipment, support, training and orientation.
- 41.2.2.3 make discretionary decisions about eligibility for the Program, including the parameters for determining the set of New Teachers selected for the Program, as provided herein;
- 41.2.2.4 select Peer Coaches, and related qualified subject and/or program specialists;
- 41.2.2.5 develop rules, timelines and procedures for the Program that are aligned with relevant California Education Code statutes;
- 41.2.2.6 make re-hire recommendations on New Teachers to the Superintendent for said teachers contemplated in Section 41.1.2.2 above;
- 41.2.2.7 monitor the progress of Intervention Teachers, including making the decision on the success of such intervention and so advising the Head of Chief Administrative Officer;
- 41.2.2.8 select the Panel Chair, to be alternated annually between the District and UESF; and
- 41.2.2.9 review Peer Coaches’ interventions.
- 41.2.2.10 **Peer Coach Appraisal**
- 41.2.2.10.1 The PAR Panel shall oversee the work of the Peer Coaches. The PAR Panel shall make a written evaluation of each Peer Coach’s work by June 1st of his/her first year as a Peer Coach, using a form determined by the PAR Panel, and signed by the co-chairs.
- 41.2.2.10.2 Before completing the evaluation, the PAR Panel shall collect information from principals and Program participants who work with the Peer Coach using forms developed by the PAR Panel. Peer Coaches shall not receive a formal evaluation during subsequent years in the position, unless the PAR Panel places a Peer Coach on review because of serious performance concerns. All documentation, submitted to the PAR Panel regarding a Peer Coach’s appraisals and/or job performance, shall be made available to the Peer Coach involved. The Final Performance Evaluation Form (designed by the PAR Panel) shall be signed by the Panel co-chairs, and placed in the Peer Coach’s personnel file.
- 41.2.2.10.3 The PAR Panel may collect information from principals and participants in the Program who work with Peer Coaches during non-appraisal years.
- 41.2.2.10.4 Any concerns or comments regarding the work of the Peer Coach on the part of principals or Program participants can be directed to the Co-Chairs of the PAR Panel at any time. These written concerns or

comments shall be shared with the Peer Coach involved. If in the opinion of the Co-Chairs a reassignment is necessary to ensure the effectiveness of the program, the Co-Chairs may recommend that the PAR Panel make changes in the assignment of the Peer Coach.

- 41.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which s/he has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 41.2.1 above.

41.3 Peer Coaches

- 41.3.1 Peer Coaches will be selected to work with the following programs:
- 41.3.1.1 New Teachers and Intervention Teachers, as described herein;
 - 41.3.1.2 Second year teachers, if assigned for part of a second year;
 - 41.3.1.3 Coaches for the subsequent school year shall be selected during the Spring Semester of the prior school year. Coaches will be provided with training activities and materials prior to receiving their assignments at the beginning of the subsequent school year. It is the goal that coach selection shall take place prior to the annual process of voluntary teacher transfers.
- 41.3.2 Active Peer Coaches shall be released full-time to work in this Program. In addition the PAR Panel shall select a pool of Coaches who may be released on a full or part-time basis to work in the Program depending upon the needs of the Program, funding availability and teaching areas of Program participants.
- 41.3.3 The number of Coaches selected shall be determined by the number of Program participants and the availability of State funds appropriated for this Program.
- 41.3.4 There shall be at least one (1) Lead Coach. In addition to the Peer Coach's responsibilities, a Lead Coach shall have additional responsibilities which shall include, but not be limited to, scheduling the work of the Peer Coaches and facilitating the work of the PAR Panel.
- 41.3.4.1 Depending upon the number of Program participants, the PAR Panel shall consider selecting one Lead Coach with an elementary school teaching background and one Lead Coach with a secondary school teaching background.
- 41.3.5 Peer Coaches shall have staggered terms. The first Lead Coach(s) shall have a four-year term. Approximately half the Coaches will have three and the other half four-year terms.
- 41.3.6 All such terms are subject to annual appraisal and review by the Panel and the Chief Administrative Officer.
- 41.3.7 Prior to starting service as a Peer Coach, each shall sign an agreement that provides, in part, a commitment to return to the classroom for a minimum of two (2) years after leaving the Program.
- 41.3.7.1 A Peer Coach who has completed a term must return to the classroom for a minimum of two (2) years before reapplying to the Program.

- 41.3.8 The parties do not see participation in the Program as part of a career ladder to becoming a District administrator.
- 41.3.9 At the conclusion of their service, Peer Coaches shall have return rights to a position for which they are qualified at their school of origin. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.
- 41.3.10 Peer Coaches shall have responsibility for not less than twelve (12) nor more than fifteen (15) Program participants.
- 41.3.10.1 Peer Coaches shall declare known conflicts of interest to the Panel Co-Chairs.
- 41.3.10.2 Each Permanent Teacher Intervention shall be calculated as two (2) participants.
- 41.3.10.3 In the event that a Peer Coach cannot complete the Review of a Program participant, a second Peer Coach shall be assigned. The second Peer Coach shall be responsible for completing the final Review after consulting with the first Peer Coach, if possible.
- 41.3.11 Peer Coaches shall have a work year of five (5) additional days. These days are to be scheduled by the PAR Panel. If additional days are scheduled, Peer Coaches shall be compensated at their per diem rate.
- 41.3.11.1 A Lead Coach shall have a work year of ten (10) additional days.
- 41.3.12 Peer Coaches shall receive a compensation differential equal to \$5,000.
- 41.3.12.1 In addition to the Peer Coach compensation differential, a Lead Coach shall receive compensation equal to 5% of his/her base salary.
- 41.3.13 A Lead Coach shall have responsibility for not fewer than four (4) nor more than six (6) Program participants. Conditions described in Sections 41.3.10.1 and 41.3.10.2 shall apply.
- 41.3.14 Peer Coaches and the PAR Panel shall have a primary responsibility in the assistance and review of New Teachers to whom they are assigned (see Section 41.1.2.2 above).
- 41.3.15 The principal shall have responsibility for reporting to the participating New Teacher, and to the PAR Panel, the performance of said teacher as it relates to the school as a whole (*e.g.*, compliance with duty schedules, punctuality, Standard 6 of the San Francisco Teaching Standards, etc.).
- 41.3.16 The responsibilities of the site administrator are specified in the Attachment to the Letter of Transmittal (see Appendix F)
- 41.3.17 **Expectations for Serving New Teachers**
- 41.3.17.1 Coaches shall make progress reports of each assigned teacher at the meetings of the Panel Pairs.
- 41.3.17.1.1 Program participants who are not making satisfactory progress shall be reviewed at the PAR Panel and an intensive assistance plan shall be devised.
- 41.3.17.1.2 Said New Teachers shall receive written notification of the deficiencies and be provided a copy of the assistance plan.

- 41.3.17.1.3 Said New Teachers shall receive assistance at an intensive rate to be determined by the PAR Panel.
- 41.3.17.2 In the case of a participating New Teacher who has fewer than two (2) prior years of teaching experience outside of the District, the PAR Panel may recommend said teacher for Second-Year teacher assistance through the BTSA Program.
- 41.3.17.3 Participating New Teachers who are making satisfactory progress towards meeting the District Teaching Standards shall receive assistance at a level to be determined by the Peer Coaches.
- 41.3.18 **The Role of Peer Coaches:**
Peer Coaches shall:
- 41.3.18.1 provide assistance to teachers on their caseloads that may include help such as developing, providing or arranging for classroom materials, reviewing curriculum, suggesting and discussing of teaching and classroom management techniques, orienting to record-keeping requirements, demonstrating teaching, arranging for observation of other teachers, and planning instruction;
- 41.3.18.2 orient teachers to district-wide goals and objectives, the appropriate courses of study, content and performance standards and core curriculum and other relevant curriculum materials; and, as part of the orientation responsibilities, review with the teachers site specific requirements such as principal's expectations, site plans, etc.;
- 41.3.18.3 observe and review teachers who are assigned as part of their caseloads;
- 41.3.18.4 plan and implement practicum for their beginning teachers if so assigned;
- 41.3.18.5 develop with their assigned teachers a Professional Growth Plan and Individual Learning Plan that is aligned with District and school-wide goals;
- 41.3.18.6 meet with the Panel Pair monthly to review the Peer Coach's work. At such conferences, the Peer Coach will present an oral summary of the status of each Program participant with whom s/he works and the assistance provided;
- 41.3.18.7 maintain a daily or weekly schedule of activities in the Peer Coach's office;
- 41.3.18.8 share copies of observation reports and review forms with the principal and with the Panel Pairs as completed;
- 41.3.18.9 assume responsibility for submitting all documentation to the Lead Coach by the designated dates in accordance with the Contract and these guidelines; and
- 41.3.18.10 maintain a log for each Program participant showing dates and times of contacts, including a summary of conversations, observations, and other forms of assistance provided. Said documentation shall be included in reports to the PAR Panel.

41.3.19 **Peer Coach Selection**

- 41.3.19.1 The Lead Coach and Peer Coach positions shall be posted in all schools, in the Weekly Administrative Directive and in the Board's Central Offices by Human Resources. The Panel and the Chief Administrative Officer shall develop the vacancy announcements and other selection procedures.
- 41.3.19.2 Minimum qualifications for the position are:
- 41.3.19.2.1 California Clear Credential for subject area of assignment;
- 41.3.19.2.2 five years of full-time SFUSD service as a teacher in the subject matter field of assignment;
- 41.3.19.2.3 consistent Highly Satisfactory or Outstanding evaluations;
- 41.3.19.2.4 recent service as an SFUSD classroom teacher;
- 41.3.19.2.5 prior successful experience in a mentor/coach/support role for teachers; and
- 41.3.19.2.6 prior service as a Peer Coach shall be a significant selection criterion for Lead Coach positions.
- 41.3.19.3 The Panel shall select Peer Coaches from among applicants meeting minimum qualifications.
- 41.3.19.4 While it is desired that there is a credential/experience match between each Program participant and Peer Coach, fiscal and logistical realities make that match impossible in every case. The PAR Panel, in consultation with other District departments, shall develop an annual process to identify and select qualified subject and/ or program specialists who shall be a resource to the Peer Coach in carrying out his/her duties. Compensation and work hours, determined by the PAR Panel, shall be consistent with those of Peer Coach.

41.4 **Permanent Teacher Intervention**

- 41.4.1 The Permanent Teacher Intervention Component is a cooperative effort between the Union and the District. The intervention process is an outgrowth of the Union's and District's desire to maintain quality performance standards for the teaching staff and to comply with state funding incentives.
- 41.4.1.1 Program participation is defined in Section 41.1.1
- 41.4.1.2 It shall be the obligation of the Panel to report the results of this intervention to the District Superintendent and to the Board of Education.
- 41.4.1.3 The written documentation in the final review shall become a part of the permanent teacher's personnel file.
- 41.4.2 The primary focus of the Program is to provide assistance and renew quality teaching.
- 41.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted.
- 41.4.3.1 To initiate the intervention process following a referral, a conference shall be held. The conference shall involve the Intervention Teacher, the teacher's evaluator, and the assigned Peer Coach.

- 41.4.3.2 The permanent teacher has the right to request Union representation, as per Section 16.3.
- 41.4.4 Peer Coaches and the PAR Panel shall have primary responsibility in the assistance and review of Intervention Teachers to whom they are assigned.
- 41.4.5 The Permanent Teacher Intervention Component shall be responsible for the review of teachers so assigned. Said review shall be based upon the permanent teacher's adherence to the teaching standards adopted by the Union and District.
- 41.4.6 The principal shall have responsibility for reporting to the Intervention Teacher and to the PAR Panel the teacher's performance as it relates to the school as a whole (e.g. compliance with duty schedules, punctuality, Standard 6 of the San Francisco Teaching Standards, etc.).
- 41.4.7 The responsibilities of the site administrator are specified in the Attachment to the Letter of Transmittal (See Appendix F).
- 41.4.8 **Expectations for Serving Intervention Teachers**
- 41.4.8.1 Intervention Teachers shall receive assistance at an intensive rate to be determined by the PAR Panel.
- 41.4.8.2 The Peer Coach will share all written and verbal progress reports during a conference with the teacher at least once month. A confidential copy of the written reports will be provided to the principal in advance of delivery to the teacher.
- 41.4.8.3 Progress reports shall relate specifically to the Individual Learning Plan approved by the PAR Panel.
- 41.4.8.4 If the Individual Learning Plan is modified during the course of the intervention, the process as described in Section 41.4.3 shall apply.
- 41.4.8.5 The assistance provided by Peer Coaches under this article shall be closely monitored by the PAR Panel.
- 41.4.9 Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations. Written materials provided the teacher should be provided to the Panel.
- 41.4.9.1 Should the principal deem it necessary to communicate with a teacher in the Intervention Program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., he/she will forward a copy to the Peer Coach who shall inform the PAR Panel.
- 41.4.10 At the Panel case review meetings the Peer Coach shall provide an oral report and all written documentation to the Panel regarding the progress of the permanent teacher.
- 41.4.10.1 The teacher may be present for the presentation and will be given an opportunity to respond to the report.

- 41.4.10.2 The teacher may not be present during deliberations of the Panel, which are confidential. The Panel may request additional follow-up information from the principal, Peer Coach, or teacher.
- 41.4.11 The course of assistance shall include one or more of the following:
 - 41.4.11.1 multiple classroom observations by the Peer Coach and/or principal;
 - 41.4.11.2 assistance specific to the Standard(s) referenced in the Individual Learning Plan;
 - 41.4.11.3 opportunities for the participating teacher to observe exemplary practice either by the Peer Coach or other teachers;
 - 41.4.11.4 District-provided professional development opportunities;
 - 41.4.11.5 workshops and/or conference attendance, often in the company of the Peer Coach, to facilitate reflection on how this experience fits into the Individual Learning Plan; and/or
 - 41.4.11.6 other forms of assistance that the Peer Coach and the principal or Panel may provide.
 - 41.4.11.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies.
- 41.4.12 At the conclusion of the year of review, the PAR Panel shall report to the permanent teacher, principal, and District Superintendent that:
 - 41.4.12.1 the permanent teacher “Meets Standards” for the Essential Elements of the California Standards for the Teacher Profession (SFUSD Standards), and can return to the process of principal-only assistance and evaluation; or
 - 41.4.12.2 the permanent teacher “Does Not Meet Standards” for the Essential Elements of the California Standards for the Teacher Profession (SFUSD Standards), and the PAR Panel does not believe further assistance and remediation will be successful, with documented reasons in support of this conclusion. The District is free to exercise its legal options in the absence of an intervention program.
- 41.4.13 Notwithstanding 41.4.12 above, and while the term of this assistance shall normally be for one school year, the intervention may be extended to part of a second year if the PAR Panel believes progress is being made, although the permanent teacher may not have yet “Met Standards.”
- 41.4.14 The deliberations of the PAR Panel shall be closed and confidential. Its decisions shall be based upon classroom performance, information provided by the Peer Coach, the principal, and the permanent teacher. However, the final decision of the Panel shall not be made prior to any potential input from the assigned UESF representative.
 - 41.4.14.1 The report of the vote shall only include the number of PAR Panel members voting on each side of the question.
- 41.4.15 The decision of the PAR Panel shall be reported to the teacher, the Peer Coach, and the principal in conference with the Chief Administrative Officer and, if requested by the intervention teacher, a representative from UESF.

41.5 Permanent Teacher Due Process Rights

- 41.5.1 The permanent teacher shall be entitled to review all reports generated by the Peer Coach and principal prior to their submission to the PAR Panel, and to have his/her comments attached. To effectuate this right, the Peer Coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the PAR Panel at which the reports will be considered.
- 41.5.2 The permanent teacher shall have the right to be represented by UESF in any meetings of the Panel to which s/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 41.5.3 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance process, nor shall a decision to remove a permanent teacher from the Program be grievable.
- 41.5.4 The permanent teacher shall have the right to timely reports of progress being made.
- 41.5.5 The permanent teacher shall have the right to present reasons in writing to the PAR Panel why a specific Peer Coach should be replaced and another Peer Coach substituted and to have those reasons considered.
- 41.5.6 The record of this intervention may be sealed within the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.
- 41.5.7 This Program in no manner diminishes the legal rights of bargaining unit members of the District.

41.6 Miscellaneous Provisions

- 41.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Peer Coach, principal, or Panel, but may file responses that shall become part of the official record of the intervention.
- 41.6.2 Expenditures for the Program, including related administrative costs of up to 5%, shall not exceed funds made available through passage of AB1x (1999, Villaraigosa or successor legislation).
- 41.6.3 During the month prior to the conclusion of the fiscal year, if revenue exceeds projected annual expenditures, the District and the Union shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of this article and the staff development activities of the District.
- 41.6.4 Funds shall also be set aside to allow the Peer Coaches release days and/or conferences as developmental tools with the teachers assigned to the Program.
- 41.6.5 It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa or successor legislation).

- 41.6.6 The cost of releasing coaches for service in the program shall be computed on the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs.
- 41.6.7 **Governing Board Review of Recommendations:** Nothing herein shall preclude the Superintendent and/or Board members from examining information which they are entitled by law to review in connection with the report of the Program review process of and/or reemployment decision of probationary or permanent certificated employees.
- 41.6.8 The PAR Program shall be reviewed annually. As part of the annual review, the bargaining process shall ensure that all Program funds not used by the Program are used in ways consistent with the intent of the Program.
- 41.6.9 **Retention of Education Code Rights:** Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.
- 41.6.9.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 41.6.10 Through its basic liability insurance coverage, the District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this Program as provided in Education Code Section 44503(c), in the same manner as it would hold harmless its principals and other administrators involved in the teacher evaluation process.
- 41.6.11 **Confidentiality:** All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, PAR Panel members and coaches may disclose such information only as necessary to administer this article.

42. Savings Clause

- 42.1 In the event that any provision of this contract, or application thereof, is or shall be determined to be contrary to law by the Public Employment Relations Board (PERB) or by a court of final jurisdiction, such provisions shall be deemed invalid but all other provisions of this contract shall continue in effect.
- 42.2 **Statutory changes**
- 42.2.1 Federal, State, or Municipal legislative or administrative regulation changes that are permissive and affect the provisions of this Agreement shall, upon request of either party, be subjects for negotiations regarding a successor agreement.
- 42.2.2 Legislative or administrative regulations changes that are mandatory and are in legal conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement. The District and the Union agree to meet and revise the Agreement to reflect the mandatory change.