

**MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND SAN BERNARDINO TEACHERS ASSOCIATION
June 2, 2015
MOU-PAR (Peer Assistance and Review) Program**

This Memorandum of Understanding is made and entered into this 2nd day of June, 2015, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

WHEREAS, the State of California has enacted California Peer Assistance and Review for Teachers (hereinafter referred to as "PAR" or "Program"); and

WHEREAS, the Association and the District have met and negotiated in good faith as required by law; and

WHEREAS, the Association and the District have reached agreement on the implementation of PAR;

IT IS HEREBY AGREED as follows:

SECTION I-PAR JOINT PANEL

- A. PAR shall be administered by a Joint Panel, which shall consist of seven (7) members, three (3) of whom shall be selected by the Superintendent or the Superintendent's designee, and four (4) of whom shall be selected by a process conducted by the Association. Teacher members shall meet the minimum qualifications of a consulting teacher as set forth in Section II (B) of this Memorandum of Understanding. The Joint Panel shall be chaired in the first year by a classroom teacher and in the following year by a member selected by the District. The chair shall thereafter rotate each school year between teacher and District members. Teacher members of the Joint Panel shall each receive release time to attend Joint Panel meetings, make required classroom observations, and perform other duties required of Joint Panel members. District Joint Panel members and all subsequent teacher members shall serve for three (3) years.
- B. The Joint Panel shall meet at times as they shall determine. When Joint Panel members, selected by a process conducted by the Association, attend meetings scheduled after the completion of their regular workday or work year, they shall be compensated at the appropriate hourly rate of pay set forth in Article XI, Section 7, of the Collective Bargaining Agreement (CBA).
- C. The Joint Panel shall be assisted by an administrator assigned by the District, who will discharge the District's obligations as an employer and provide other support as the Joint Panel may require. The Joint Panel may appoint and assign duties to a lead consulting teacher. The administrator and the lead consulting teacher, if any, shall work collaboratively together to support the Program. The District shall provide clerical

support to the Joint Panel, the assigned administrator, and lead consulting teacher, if any. The cost of the Joint Panel, consulting teachers, lead consulting teacher, and that portion of the support staff's time that is directly involved with the Joint Panel and the PAR Program shall be an expense charged against the PAR budget.

D. The Joint Panel will make all decisions through consensus. Failing consensus, official actions of the Joint Panel will be made by majority vote. Five (5) of the seven (7) Joint Panel members will constitute a quorum for purposes of meetings and conducting business.

E. The responsibilities of the Joint Panel shall include the following:

1. Establishing operating rules and procedures for the Joint Panel;
2. Selecting consulting teachers;
3. Ensuring that no more than one third of consulting teachers rotate off in any given school year;
4. Meeting with consulting teachers;
5. Reviewing reports prepared by consulting teachers;
6. Making recommendations to the Superintendent for transmittal to the governing board of the District concerning participating teachers, including forwarding the names of participants to the governing board prior to May 15 of each school year, who after sustained assistance are not able to demonstrate satisfactory improvement;
7. Preparing an annual review of the impact of the PAR Program, including recommendations for improvement;
8. Preparing written guidelines for consulting teachers and their activities;
9. Reviewing the performance of consulting teachers;
10. Developing an annual budget proposal for the PAR Program, subject to Board approval;
11. Participating in training needed to discharge obligations of Joint Panel; and
12. Ensuring the orientation of consulting teachers prior to working with participating teachers.

SECTION II -CONSULTING TEACHERS

A. The Joint Panel shall appoint consulting teachers.

B. Consulting teachers shall have the following minimum qualifications:

1. Possess a Clear California Teaching Credential.

2. A permanent teacher of the District with at least five (5) active years of exemplary teaching experience including three (3) consecutive years in this District.
 3. Demonstrate exemplary teaching ability as indicated by, among other things, effective oral and written communication skills, extensive subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts including effective classroom management.
 4. Demonstrate ability to work cooperatively and effectively with others.
 5. Demonstrate leadership ability.
- C. Teachers may apply for a consulting teaching position on a form prepared by Human Resources and approved by the Joint Panel. Notice of an opening based upon the expiration of the term of another consulting teacher, shall be posted as provided for in Article XIX, Section 2, of the Collective Bargaining Agreement.
1. When a vacancy is created due to the need for additional or replacement consulting teachers and the Joint Panel determines that further applications are desired, the notice shall be posted as soon as practical. Applicants shall submit at least three (3) references from individuals with direct knowledge of the applicant's ability in both teaching and working effectively with others. At least one (1) letter shall be from the applicant's immediate supervisor and one (1) from a District teacher and/or Association representative. Applications shall be screened by Human Resources to ensure applicants meet minimum qualifications. The Joint Panel shall select for interview based on a review of the candidate's application, including required letters of reference. Part of the interview process shall include the classroom observation of each candidate at least once by at least two (2) Joint Panel members (one administrator and one classroom teacher).
 2. Subject to the approval of the Joint Panel, current full-time BTSA support providers that meet the minimum qualifications for a consulting teacher may be appointed as consulting teachers.
- D. The term for a consulting teacher shall expire upon the completion of the third school year following the initial appointment by the Joint Panel. Consulting teachers are eligible to apply for a second three (3) year term, not to exceed two terms of service. Based on the needs of the program, the Joint Panel may extend the consulting teachers' term of service beyond two (2) terms.

Consulting teachers shall provide assistance to participating teachers in the area of subject matter knowledge, teaching strategies, teaching methods and classroom management.

This assistance shall be determined by the Joint Panel and the principal or designated evaluator and may include, but is not limited to, the following activities:

1. Meet with the participating teacher's evaluator as needed to determine the nature of assistance to the participating teacher;
 2. Develop a Plan for Improvement for participating teachers;
 3. Provide consultative assistance to improve in the specific areas targeted by the participating teacher's evaluator;
 4. Conduct multiple observations of the participating teacher and give timely instructive feedback;
 5. Conduct model lessons and other staff development activities;
 6. Recommend and/or secure resources for the participating teacher;
 7. Document observations, visitations, and inservice activities as prescribed by the Joint Panel (and maintain required records);
 8. Monitor progress of assigned participating teachers;
 9. Submit reports and other records as prescribed by the Joint Panel;
 10. Meet with and/or give oral reports to the Joint Panel; and
 11. Attend inservice training.
- E. A consulting teacher may request a change in assigned participating teacher(s). The decision of the Joint Panel shall be final.
- F. The Joint Panel may remove a consulting teacher from the position at any time because of the specific needs of the Program, inadequate performance of the consulting teacher, or for cause.

SECTION III- WAGES, HOURS, AND WORKING CONDITIONS FOR CONSULTING TEACHERS

- A. Full-time consulting teachers shall work forty (40) hours per week, exclusive of lunch, as scheduled by the Joint Panel. Full-time consulting teachers shall be placed on Appendix "A" of the CBA plus five percent (5%) as set forth in Article XIV, Section 2 (H) of the CBA. Consulting teachers appointed to an hourly assignment shall be paid the hourly rate of pay set forth in Article XI, Section 7 (C) of the Collective Bargaining Agreement.
- B. The work year for full-time consulting teachers shall be two hundred twelve (212) days. The annual work schedule shall be approved by the Joint Panel.
- C. Consulting teacher job-share assignments shall be governed by Article XIV, Section 9 of the CBA.
- D. The maximum case load of consulting teachers shall be:
 - 15:1 Full-Time Assignment on Single Track or Standard Year
 - 7:1 Half-Time Assignment on Single Track or Standard Year
 - 2:1 Hourly Assignment (up to 4:1 with approval of the consulting teacher)
- E. When a consulting teacher's term expires, he/she may be returned to his/her previous school if there is a vacant position for which he/she meets the qualifications.

SECTION IV- PROGRAM REFERRAL AND PARTICIPATION

- A. Teachers are referred to the Program as a result of performance problems identified in their most recent evaluation as follows:
 - 1. Receiving an overall "Unsatisfactory" performance rating based all or in part on "Unsatisfactory" ratings in the California Standards for the Teaching Profession (CSTP) for mandatory participation.
 - 2. Receiving an overall "Improvement Needed" performance rating based on areas of the CSTP will have the option to self-refer. The Joint Panel must approve application to participate.

B. Other teachers participate in the Program as follows:

1. Teachers seeking assistance in improving their teaching skills may apply to the Joint Panel for inclusion.
2. Short-Term Staff Permit (STSP) and Provisional Internship Permit (PIP) credentialed teachers shall receive support from a consulting teacher(s) to the extent funds are available.

C. As soon as practicable after mandatory referral to the Program, the participating teacher shall be assigned a consulting teacher. The consulting teacher shall then arrange a meeting to be attended by the consulting teacher, the evaluator of the participating teacher, and the participating teacher. The employee's performance shall be discussed, as well as strategies for correction of teaching deficiencies in related areas of the CSTP. Based on these discussions, and classroom observations of the participating teacher, the consulting teacher shall prepare a plan to assist the participating teacher in the correction of teaching deficiencies identified by the supervising administrator.

D. A participating teacher may request a change in assigned consulting teacher. The decision of the Joint Panel shall be final.

E. The consulting teacher shall then prepare Progress Reports for the Joint Panel in intervals as determined by the Joint Panel. The consulting teacher may appear before the Joint Panel on a regular basis as determined by the Joint Panel to discuss the progress of the participating teacher. The written Progress Reports shall be on forms approved by the Joint Panel and shall, at a minimum, include an assessment as to whether the participating teacher is demonstrating satisfactory improvement and whether continued assistance is necessary. The consulting teacher shall monitor the progress of the participating teacher and make classroom visits as determined by the Joint Panel and provide guidance as needed to improve in identified areas of the CSTP.

F. For teachers who have been referred to the program in accordance with Section IV, A1, the consulting teacher shall prepare a Final Report by May 1, which shall detail, among other things, whether the participating teacher has demonstrated satisfactory improvement in the areas targeted by the Individual Support Plan. All Progress Reports and the Final Report shall be placed in the personnel file of the participating teacher. The participating teacher shall have the right to reply to all Progress Reports as well as the Final Report, and the written reply shall be appended to the Report. The information

obtained through participating in this Program may be used by the District in any personnel decisions or proceedings regarding the participating teacher.

- G. It is anticipated that a participating teacher shall stay in the Program for no more than twelve (12) months. However, participating teachers may, under special circumstances, remain in the Program for a total of twenty-four (24) months upon a majority vote of the Joint Panel.
- I. Teachers, who self-refer to the Program, shall not have any documentation issued as a result of their participation placed in their personnel files. The Progress Reports and other documents shall be maintained by the Joint Panel.
- J. Documents generated by consulting teachers and Joint Panel members regarding specific participating teachers as part of the assistance process set forth in this Memorandum of Understanding, shall be deemed personnel records and shall remain confidential to the extent required by the law.

SECTION V- EFFECT OF AGREEMENT

- A. The provisions of the Program may be revised by the mutual consent of the District and the Association.
- B. This Memorandum of Understanding shall be in compliance with the Education Code requirements governing PAR.
- C. This Program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship between the principal and the consulting teacher is encouraged with respect to the process of Peer Assistance and Review. Nothing within this agreement or within the Program shall prohibit or limit the District and governing board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, involuntary transfer, involuntary reassignment, demotion, promotion and evaluation independent of the Program. Decisions and actions within the Program are not binding on the District or the governing board.
- D. The actions of the Joint Panel are not subject to the grievance procedures contained within the Collective Bargaining Agreement between these Parties, nor to any grievance procedure contained within the Board Policies or District Regulations.

It is understood that cooperation and coordination between PAR and BTSA is essential. Designated representatives of the Joint Panel and BTSA shall meet on a regular basis to ensure that the programs are coordinated, including, but not limited to, sharing of staff, funding and other resources; prevention of duplication of services and efforts; and division of program participants. For purposes of coordination, the Joint Panel may make non-binding recommendations to the District's BTSA Program on training and development of new teachers.


- F. Expenditures for the Program shall not exceed funds made available by the state of California for the support of the California Peer Assistance and Review for Teachers. The Program shall be contingent upon continuation of state funding.
- G. This Memorandum of Understanding shall become effective June 2, 2015, and will expire on June 30, 2017.

Dated this 2nd day of June 2015, at San Bernardino, California.

**SAN BERNARDINO
CITY UNIFIED SCHOOL DISTRICT**



Perry Wiseman
Assistant Superintendent
Certificated Human Resources



Gordon Amerson
Director
Certificated Human Resources

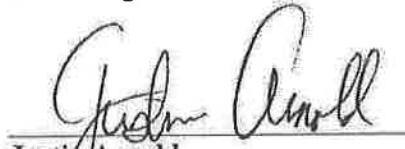


Gloria Morgon
Director
Certificated Human Resources

**SAN BERNARDINO
TEACHERS ASSOCIATION**



Michael Peterson
SBTA Negotiations chair



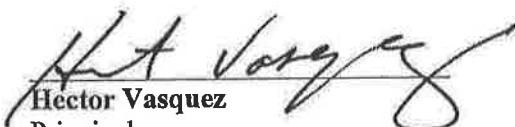
Justin Arnold
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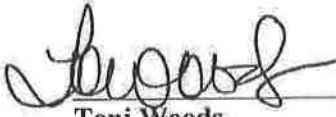
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