

rochester teachers association

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PEER ASSISTANCE AND REVIEW

The Peer Assistance and Review (PAR) program is a cooperative effort between the Rochester City School District and the Rochester Teachers Association, NYSUT/AFT. The goal of this program is to provide as much help as possible to new and inexperienced teachers (Internship) and to make a concerted effort to improve the teaching performance of tenured teachers who are experiencing severe difficulties (Intervention). The plan was negotiated last year. Currently, 22 Consulting Teachers are mentoring approximately 150 new teachers in the Rochester City School District.

The PAR program is governed by a 7-member PAR Panel composed of four (4) teachers appointed by the RTA and three (3) administrators appointed by the Board of Education. Decisions of the PAR Panel require a vote of 5 to 2 or greater majority.

While Internship is now a condition of employment for newly-hired teachers without prior teaching experience, the Intervention component of the PAR program is voluntary and in addition to - not instead of - existing due process procedures.

PAR Consulting Teachers must have at least ten (10) years of successful teaching experience in the Rochester City School District and are not eligible for appointment to any administrative or supervisory position in the Rochester City School District during their tenure as Consulting Teachers and for two years thereafter. They receive release time and a ten percent (10%) increase in salary as differential pay.

The PAR program is subject to review subsequent to its initial year of implementation. Revisions and/or continuation of the agreement depends upon the mutual decision of RTA and the District. RTA's current intent is to continue the program and to incorporate it into a five-step career ladder plan to be proposed by RTA in this year's negotiations.

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(Contractual Language Negotiated in May, 1986)

PEER ASSISTANCE AND REVIEW PROGRAM

The Peer Assistance and Review (PAR) Program is a cooperative effort between the Rochester City School District and the Rochester Teachers Association, NYSUT/AFT. The goal of this program is to provide as much help as possible to new and inexperienced teachers (Internship) and to make a concerted effort to improve the teaching performance of tenured teachers who are experiencing severe difficulties (Intervention). The Internship component of the PAR Program will be operational by the beginning of the 1986-87 academic year. The PAR Intervention component will be phased in during the second semester of the 1986-87 school year.

INTERNSHIP

The Internship segment of the PAR Program will provide newly hired teachers the support, advice and direction necessary to make the first year's teaching experience in the Rochester Public Schools as successful as possible.

Newly employed teachers without previous experience will be considered intern teachers and may be assigned a PAR consulting teacher for their first year. Newly employed teachers who have had previous teaching experience may be excluded from Internship by the decision of the PAR Panel. Intern teachers will be placed on the appropriate applicable level of the Salary Index Bracket T-I.

The PAR consulting teacher will direct the Internship effort, involving building level administrators when appropriate, work with the intern teacher to develop specific performance goals, offer assistance and monitor the intern's progress. At the invitation of the PAR consulting teacher, other District personnel may aid in the implementation of the PAR plan. During the period of Internship, Section 37.1 of the current Contractual Agreement (Observation and Evaluation) shall not apply.

The consulting teacher will submit periodic status reports to the PAR Panel. The intern teacher will receive a copy of each status report and will have the right to attach and submit a written reply.

The PAR Panel will review all status reports and other information that may be submitted to the Panel. The Panel's determination regarding the intern's continued employment or termination will be communicated to the Superintendent of Schools, the RTA President and to the intern teacher.

INTERVENTION

The Intervention component of the PAR Program is designed to offer all available resources to help improve the performance of experienced teachers who are having serious difficulties in the performance of their professional classroom duties.

The process of enrolling a teacher in Intervention is initiated whenever a building principal and/or other appropriate supervisor reports to the PAR Panel, in writing, that a teacher is experiencing difficulty with classroom teaching performance and could benefit from Intervention by a PAR Program consulting teacher. Recommendations for Intervention shall be initiated after the administrator has made reasonable efforts to improve the teacher's classroom teaching performance but prior to the imposition of "Withhold" or more severe disciplinary action.

The Panel will review and act upon written "Recommendation for Intervention" reports submitted by the principals or other appropriate supervisors. Prior to the Panel vote whether to include a teacher in Intervention, the Panel will avail to the recommended teacher and to the building principal and/or appropriate supervisor an opportunity to appear before the Panel and to provide information germane to the recommendation.

If the Panel votes not to include the teacher in Intervention, the Panel shall so notify the District in writing. If the Panel votes to include a teacher in Intervention, the Panel will so notify the teacher and the building principal and/or the appropriate supervisor. The teacher's participation is voluntary. If the teacher volunteers to participate in Intervention, the Panel will assign a PAR Program consulting teacher to the new program participant.

The plan for assistance will be implemented under the direction of the consulting teacher selected by the PAR Panel. The PAR consulting teacher will develop specific performance goals with the teacher in Intervention, offer support and monitor progress of the PAR Program participant. Other school personnel may assist in the Intervention program when needed and when invited to do so by the PAR consulting teacher.

Teachers participating in Intervention will continue to receive assistance until the PAR Panel determines that no further assistance is needed or would be productive, or until the teacher in Intervention no longer wishes to participate. The duration of the Intervention program for any one teacher shall not extend beyond the start of the third full semester from the date of the initiation of the assistance program.

Teachers in Intervention shall receive copies of all status reports and will have the right to attach and submit a written reply to the status report forms submitted to the PAR Panel by the consulting teachers.

The PAR Panel will review all status reports and other information that may be submitted to the Panel. If the determination of the PAR Panel is that Intervention was successful, the PAR Panel will issue a report, in writing, to the Superintendent, the RTA President and the teacher in Intervention.

If the determination of the PAR Panel is that Intervention was not successful, the PAR Panel will issue a report, in writing, to the Superintendent, the RTA President and the teacher in Intervention. Evaluation and/or discipline procedures, as outlined in Sections 37, 47.1a.3, and 39 of the current contractual agreement, may then be instituted.

THE PAR PANEL

The PAR Panel will determine the specific details of the PAR Program, subject to approval by the RTA Representative Assembly and the Board of Education. The Panel will also establish operational procedures, develop all necessary forms and documents, including the PAR Panel Final Determination Report form, and generally manage and direct the PAR Program.

The Panel will select the PAR Program consulting teachers, based on the criteria established in this document, and will direct their training programs. The Panel will monitor and evaluate the effectiveness of PAR Program consulting teachers, determine their continuation in the PAR Program, and report, in writing, to the Superintendent of Schools and to the RTA President.

The PAR Panel will monitor the progress of each PAR participant by reviewing status reports submitted by PAR consulting teachers. Other than in accordance with the stipulations in this document, the teaching performance of PAR Program participants will not be evaluated in other ways, nor shall they be disciplined for such, while they are in the PAR Program.

The 7-member PAR Program Panel will be composed of four (4) members appointed by the Rochester Teachers Association, and three (3) members appointed by the Superintendent of Schools. All members of the PAR Panel must be certificated personnel employed by the Rochester City School District. The chair will rotate annually between the two parties, with a panel year defined as July 1 - June 30. The chair for the first year of the program shall be selected by a mutually agreed upon procedure. To meet, at least six (6) members of the PAR Panel must be present. Decisions of the PAR Panel shall require a vote, by secret ballot, of 5 to 2 or greater majority, including to sustain the recommendations of the consulting teachers.

During the initial year (1986-87) of the PAR Program, the Superintendent of Schools and RTA President shall serve as ex-officio (unpaid and non-voting) members of the PAR Panel.

Each teacher member of the PAR Program Panel shall have the qualifications of a Senior Teacher (Level IV of the "Career in Teaching" Plan) and shall be employed and compensated as such.

Concerns about any aspect of the PAR Program may be appealed, in writing, to the PAR Panel. The PAR Panel will establish procedures for such appeals.

THE PAR CONSULTING TEACHERS

During the second semester of academic year 1985-86 the initial group of PAR consulting teachers will be selected by the PAR Panel. Criteria for employment as a PAR consulting teacher will include the following:

- o Shall not be eligible for appointment to any administrative/supervisory position in the Rochester City School District during his/her tenure as a consulting teacher and for a two-year period thereafter.
- o At least ten (10) years of successful classroom teaching experience - at least five (5) of which must be with the Rochester City School District.
- o Agreement to a schedule consisting of at least 50% classroom teaching/direct contact with students.
- o Agreement to accept teaching assignments meeting the District's instructional needs - as identified by the Superintendent of Schools and approved by the PAR Panel.
- o Commitment to work an additional month (18.5 days) or its equivalent in time (10% of regularly assigned time).
- o Demonstrated outstanding classroom teaching ability.
- o Demonstrated effective written and oral communication skills.
- o Demonstrated ability to work cooperatively and effectively with other professional staff members.
- o Extensive knowledge of a variety of classroom management and instructional techniques.

The PAR Panel will develop an application form for the position of PAR consulting teacher and the Director of Personnel will ensure the posting of the position in all District work locations. The posting will include an application deadline. Applications will be accepted at any time and will be kept on file for future consideration based on the expansion and/or needs of the PAR Program.

In addition to submitting a properly completed application form, each applicant will be required to have the following documents submitted directly to the Director of Personnel:

- o A letter of reference from a building principal and another supervisor, if desired.
- o A letter of reference from an RTA Faculty Representative.
- o Letters of reference from two other RCSD teachers who are knowledgeable about the applicant's teaching skills.
- o One other letter of reference from an individual knowledgeable about the applicant's teaching performance.

The PAR Panel will have the option to interview/observe applicants and the PAR Panel will select consulting teachers from this group of applicants. All applications and references will be confidential. Applicants who are not accepted as consulting teachers will be so notified.

Applicants who are selected by the PAR Panel as consulting teachers will:

- o Continue in current assignment until the PAR Panel determines the need for his/her services as a consulting teacher. Identification by the PAR Panel as a consulting teacher is not a guarantee of active assignment.

- o If assigned, work as a consulting teacher with teachers in Internship and/or Intervention until the PAR Panel determines the service is no longer needed. Unless otherwise determined by the PAR Panel, for good cause, assignments will be for the school year and may be continued. Each PAR consulting teacher, during the period of his/her service, shall receive twenty percent (20%) additional pay. Partial years will be prorated. The additional pay is in recognition of the additional time/work necessary and beyond the normal work day.
- o. Shall have a case load of no more than four (4) intern/intervention teachers.
- o Have the right to return to their previous teaching assignment (in accordance with the current Contractual Agreement), will remain in the same tenure area and will continue to accrue seniority.

PAR Program consulting teachers will receive training in peer assistance and effective teaching techniques. They shall have no administrative roles.

SAVINGS CLAUSE

Nothing in the Peer Assistance and Review Program shall prohibit any participating teacher from exercising his or her legal and contractual rights, including the grievance and arbitration procedures. Similarly, nothing shall prohibit the City School District, at the conclusion of the PAR plan, from bringing disciplinary charges against any participating teacher, except as stipulated in this agreement. Furthermore, nothing in this agreement shall prohibit the building principal or the affected teacher's immediate supervisor from conducting reasonable classroom observations and submitting a summative evaluation to the PAR Panel. The teacher's contractual protection, as afforded by Section 37.2-12 of the collective bargaining agreement, shall apply.

Consulting teachers, or teachers requested to render assistance in any aspect of the PAR program, shall not testify, or be involved in any other way, in subsequent disciplinary proceedings. Such teachers shall be under full protection of "Save Harmless" through the District while in performance of their duties (Section 25.2 of the current contractual agreement).

This agreement shall supersede any inconsistent provisions of the current contractual agreement between the Rochester City School District and the Rochester Teachers Association.

DURATION

This joint agreement shall be subject to an assessment and renewal subsequent to each year of implementation. Revisions and/or continuation of the PAR Program shall be solely upon mutual agreement of RTA and the District.

THE
CONTRACTUAL AGREEMENT
BETWEEN
THE CITY SCHOOL DISTRICT
OF
ROCHESTER, NEW YORK
AND
THE
ROCHESTER TEACHERS ASSOCIATION
(NYSUT/AFT - AFL/CIO)
JULY 1, 1992 - JUNE 30, 1996

**SECTION 56
INTERVENTION, REMEDIATION AND PROFESSIONAL SUPPORT**

The Intervention and Remediation component of the CIT Plan is designed to offer all available resources to help improve the performance of experienced teachers who are having serious difficulties in the performance of their professional duties.

A teacher can be recommended in writing for Intervention and Remediation by a building principal, other appropriate supervisor or teacher constituency of the School-based Planning team meeting as a separate group. Such written recommendation is appropriate when a teacher's performance is less than satisfactory. It is expected that such recommendation shall be initiated after reasonable efforts have been made to assist the teacher. The referral for Intervention and Remediation may contain a recommendation as to a plan for remediation and indicate whether a withhold of all or part of the total next salary increase or any other action is warranted.

In acting upon the written referral, the Panel may avail to the referred teacher, and to the building principal and/or other appropriate supervisors, an opportunity to appear before the panel or its representatives to provide information germane to the recommendation.

If the Panel votes to accept the referral, the Panel shall prescribe a plan of remediation which may include, but is not limited to, assistance by a lead teacher, mandatory in-service, or other professional studies, participation in the EAP, etc. The Panel shall have the authority to impose full or partial salary withhold during the period of remediation and intervention. When a referral of a teacher rated "unsatisfactory" is supported by the CIT Panel review, full salary withhold shall be automatic.

The determination, reasons therefore, the remedial plan, and the decision concerning salary withhold shall be provided in writing to the Superintendent of Schools, the teacher, and to the building principal, or appropriate supervisor.

The plan for remediation will be implemented under the direction of the CIT Panel. The plan will provide for the development of specific performance, and professional goals.

Teachers participating in Intervention and Remediation will continue to receive assistance until the CIT Panel determines that no further assistance is needed or would be productive, or until the teacher in Intervention and Remediation no longer wishes to participate. The duration of the Intervention and Remediation program for any one teacher shall not extend beyond the start of one third full semester from the date of the initiation of the assistance program.

Teachers in Intervention and Remediation shall receive copies of all status reports and will have the right to attach and submit a written reply to the status report forms submitted to the CIT Panel by the lead teachers.

The CIT Panel will review all status reports and other information that may be submitted to the Panel. If the determination of the CIT Panel is that Intervention and Remediation was successful, the CIT Panel will issue a report, in writing, to the Superintendent, the RTA President, and the teacher in Intervention.

Participation in Intervention and Remediation is voluntary on the part of the referred teacher. The Panel's determination relating to full or partial salary withhold and/or any sanction shall be subject to the grievance procedure contained in Section 14. If a teacher refuses Intervention and Remediation, nothing herein shall prohibit the District from proceeding with further disciplinary action after that refusal.

If the determination of the CIT Panel is that Intervention is not successful, the CIT Panel will issue a report, in writing, to the Superintendent, the RTA President, and the teacher in Intervention. Evaluation and/or discipline procedures, as outlined in sections of the current Contractual Agreement, may then be instituted.

It is understood that the Panel's determination, reasons therefore, and testimony concerning that determination shall be made available during all stages of the grievance and arbitration procedure.

The Panel shall develop written procedures for this referral, intervention, and remediation program.

Professional Support

The District and the Association recognize the need for more accessible and more immediate peer assistance and support. To that end, the parties agree to establish a formal Professional Support program with the following features:

- a. Professional Support may be recommended by a colleague, a building representative, or a building administrator but access to Professional Support is by self referral only. Participation would be voluntary.
- b. Participation in Professional Support activities will not be reflected in any personnel materials unless the teacher includes such references.
- c. Support shall be provided by other Professional and Lead Teachers as indicated by the CIT Panel.
- d. Support may include, but shall not be limited to, counseling, observations of others' classes, demonstration lessons by lead teachers, in-service courses, workshops and conferences.
- e. Participation in Professional Support activities shall not prevent referral for Intervention Service.
- f. Formal participation in Professional Support activities shall be limited to two full semesters.