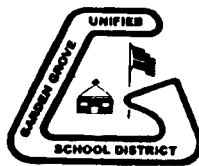


SIDE LETTERS OF AGREEMENT

BETWEEN

**GARDEN GROVE UNIFIED
SCHOOL DISTRICT**



AND

**GARDEN GROVE EDUCATION
ASSOCIATION/CTA/NEA**



PUBLISHED JUNE 2012

GARDEN GROVE UNIFIED SCHOOL DISTRICT

ACKNOWLEDGEMENTS

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GARDEN GROVE UNIFIED SCHOOL DISTRICT
GARDEN GROVE EDUCATION ASSOCIATION

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SIDE LETTER OF AGREEMENT

2010-2011

BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

Presenter Pay

The District recognizes the valuable contributions made by our teacher leaders for the leadership they provide in professional development for our teachers.

Additionally, the district realizes the extra time necessary to set up and clean up professional development activities. To recognize the extra time, the District agrees to pay the teacher presenters an extra hour of presenter pay for 30 minutes before training to set up, and 30 minutes after to clean up. This does not include TOSA presentations currently covered by the TOSA stipend.



For the District



For the Association

2/2/11

Date

2/2/11

Date

SIDE LETTER OF AGREEMENT

2010-2011

**BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION
On-Line Teachers**

The District has established on-line courses in order to offer students alternative/additional avenues of earning course required credit. In regards to this program the District and the Association agree to pay on-line teachers a yearly stipend of \$2,484 twice per year at the completion of each semester. While this is a categorically funded position, it will not impact the general fund or the teacher allocation per school.

All teachers selected for online classes must:

- Be properly credentialed or authorized in the content area offered
- Be flexible in teaching approach and willing to create and/or update content to meet district standards
- Have access to computer and Internet connectivity and are comfortable
 - using basic technology such as, word processing, spreadsheet, Internet search engines, presentation software
 - using the basic elements of an online course such as, email, posting and downloading files and navigating a Web site

Responsibilities of online teachers include:

- § Meeting a minimum of three times per semester with online students (orientation, benchmark testing)
- § Working with administrative/counseling team to recruit, select, place and monitor students
- § Working with district office liaison, Mark Martola, and/or TOSA, to ensure effective implementation
 - attend all meetings and trainings associated with management of class
- § Devoting the hours necessary to effectively teach an online course, including posting lessons, assignments, grades, etc; answering student e-mails; assessing student work; monitoring student progress
- § Intervening as necessary to assist struggling students
- § In concert with site admin team, follow student drop guidelines
- § Conducting a course evaluation to determine course strengths and challenges
- § Maintaining office hours to meet with students needing additional assistance
- § Class size maximum of 50 students.



For the District

1/26/11

Date



For the Association

1/26/11

Date

SIDE LETTER OF AGREEMENT

2010-2011

BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

Credit Recovery

The District has established the Credit Recovery Program for students who are failing high school core coursework. The following side letter of agreement extends and modifies the current Side Letter of Agreement on "Credit Recovery."

In regards to this program the District and the Association agree that teachers will be paid at the regular teacher hourly rate of 1/1000 of Group 1, Step 1 effective with the 2010-2011 school year.



For the District

10/13/10

Date



For the Association

10/13/10

Date

**A Side Letter of Agreement
Between
Garden Grove Unified School District
And
Garden Grove Education Association
Consult Procedure**

The District and the Association agree to memorialize their long-standing agreement regarding Consult procedures as follows:

Pursuant to Section 3543.2 of the Educational Employment Relations Act (EERA), certificated employees may "consult" with the District over educational objectives, the content of courses and curricula, and the selection of textbooks. Furthermore, any subject that clearly relates to these enumerated items may also be the subject of a consult. Either party may call for a consult or both parties may agree that a consult is needed.

Dates and Locations: It shall be the responsibility of K-6 and/or 7-12 Instruction to arrange dates and locations for consults. The name, dates and locations of each consult shall be communicated to the Association via phone, fax or e-mail.

Participants: The Directors of K-6 and/or 7-12 Instruction shall identify potential participants who have expertise in the specific area and forward the list to the Association. The Association may request assistance from the Teachers on Special Assignment, so that the best qualified representatives may be located for each consult. The Association and the District shall collaboratively select members to serve on each consult.

Notification of Participants: The Association shall contact its member participants and provide them with information about the consult, including dates, locations and general purpose. The District shall notify its member participants and provide them with information about the consult, including dates, locations and general purpose.

Consult Report: The Consult shall reduce its findings or recommendations to writing and provide the participants and the Association with copies thereof. A minority report may be filed by any group of participants who believe that the majority consensus is in error.



GGEA



GGUSD

3/10/10

DATE

3/10/10

DATE

REVISED SIDE LETTER ON JOB SHARING

In the interests of avoiding Reductions in Force (layoffs) and placing limitations on the number of job shares or the number of years teachers can job share, the District and the Association have agreed that commencing 2008-09 dissolving existing job shares will not be allowed if the dissolution would result in any currently employed teacher losing a teaching position.

Further, the parties hereby agree to the following procedures:

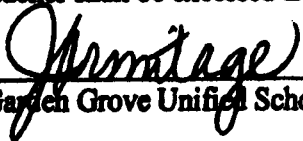
1. The District shall give written notification to all job share teachers of the need to invoke this Agreement as soon as they become aware of the possibility of any currently employed teacher losing a teaching position. Further, the notice shall direct the teachers to send their written requests to dissolve their job shares to the District Personnel Office. The District Personnel Office shall date and time stamp the written requests upon receipt. Once the requests have been dated and time stamped by the District Personnel Office, they shall remain effective until withdrawn by the submitting teacher.

2. Teachers exiting job shares will be interviewed and placed according to their position on the time and date stamp lists. Any remaining teachers shall be retained on a waiting list.

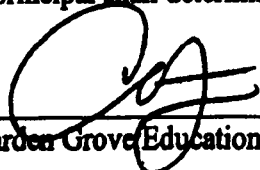
3. If the request for the dissolution of a job share is submitted to the Personnel Office before the school year starts, then the least senior teacher on the staff will be excessed from the school site in conformance with Contract Section #10.11.

4. If the request for the dissolution of a job share is submitted to the Personnel Office during the school year, the teacher requesting the dissolution shall be excessed from the school site.

5. If both partners request the dissolution during the school year, then the least senior teacher shall be excessed from the school site. If the partners have the same number of years of experience in the District, then the principal shall determine which teacher shall be excessed from the school site.



Garden Grove Unified School District



Garden Grove Education Association

9/9/09

Date

9/9/09

Date

**A SIDE LETTER OF AGREEMENT
BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION
RE: SPECIAL EDUCATION**

1. **This Side Letter of Agreement supersedes all past side letters of agreement regarding Special Education.**
2. **In order to improve communication between the Special Education Department and Special Education teachers, the District agrees to the following:**
 - **All questions from individual teachers to the Special Education Department will be answered in a timely manner.**
 - **General information regarding department policy, curriculum and trainings will be disseminated directly to the special education teachers and general education teachers with inclusion students on a regular basis.**
 - **Any updates or changes in Special Education case law or procedures shall be communicated to special education teachers on a regular basis.**
3. **Trainings on the SEIS Program, writing IEP goals and BASIC will be publicized directly to all special education teachers and general education teachers with special education students, so that interested teachers may attend.**
4. **Special Education class sizes will be monitored by the District and by the Association and adjusted to ensure that the numbers are balanced and appropriate for addressing the students' needs written in their IEP goals and objectives.**
5. **Special Education (MM and RS) teachers with appropriate credentials at SWIM schools or teaming sites may be assigned general education students during Language Arts or other RTI intensive band instructional periods, provided the needs of their Special Education students are being met.**
6. **The Office of Special Education will work with the Association regarding teachers appointed to the Special Education Community Advisory Committee.**
7. **Special Education teachers shall receive five (5) days prior notice when their site assignment is changed. The District shall transport the teacher's classroom materials upon request.**
8. **Site principals will oversee the writing and implementation of Individual Behavior Plans (IBP's) as appropriate to manage students with difficult behaviors.**
9. **Special Education teachers shall be provided with appropriate district base program materials, including Teachers Editions.**



For the Association

3-18-08

Date



For the District

3/18/08

Date

A SIDE LETTER OF AGREEMENT
BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

INTRAMURAL SPORTS

Effective the 2008-09 school year, Intramural Sports (Contract Section 12.3a) coaches will be expected to offer an intramural program that meets the needs of the school. The Principal and interested teachers will consult on the need for the program and the best time(s) to make it available to students. The allocation of coaches will be determined by the number of student participants with a maximum allocation of three (3) coaches per semester. For programs with student enrollment in excess of 180 students, the principal can request one additional coach from the Assistant Superintendent of Secondary Education.



For the Association



For the District

2-20-08

Date

2/20/08

Date

**A SIDE LETTER OF AGREEMENT
BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION**

Site Program Coordinator Selection Process

The Association and the District agree that the annual selection process for the Site Program Coordinator Stipend will consist of the following:

Teachers interested in applying for the position of Site Program Coordinator will submit their names to the principal. A selection committee comprised of two teachers and the principal will select the site program coordinator(s) based on the pool of applicants. Teachers from grades K-3 will choose one teacher and teachers from grades 4-6 will choose one teacher to serve on the selection committee.



For the Association



For the District

2-13-08

Date

2/13/08

Date

A SIDE LETTER OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

ASSOCIATION DUES/FEES

The District and the Association agree that the deduction of Association agency fees pursuant to the implementation of Senate Bill 1960 shall be as follows:

Commencing September 1, 2001, the Association implemented the collection of agency fees (fair share fees) pursuant to Senate Bill 1960, which became effective January 1, 2001. The District and the Association understand and agree that if S. B. 1960 is revoked, the Association will no longer have the legal right to collect agency fees (fair share fees) and any language in this Side Letter referring to the collection of said agency fees (fair share fees) will be revoked as well.

Any unit member, as defined in Article 2 of the Agreement between Garden Grove Unified School District and Garden Grove Education Association/CTA/NEA, who did not become a member of the Association on or before October 1, 2001, or does not become a member within thirty (30) days of the commencement of his or her assigned duties, shall pay to the Association a fee in an amount equal to the membership dues not including the EAC donation, payable to the Association in ten monthly installments by payroll deduction or in one lump sum within the first month of each school year of his or her employment. The District shall deduct said fees for all non-member unit members and transmit the fees to the Association in the same manner as the Association dues pursuant to Education Code Section 45061.


The only exception to the requirement of membership or the payment of agency fee is qualification as a religious objector. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or who holds sincere religious beliefs opposing unions or who has sincere religious objections to the policy positions of NEA and/or its state affiliates shall not be required to join or financially support the Association as a condition of employment, except that such bargaining unit member shall pay, in lieu of an agency fee (fair share), a sum equal to the full membership dues to one of the following non-religious, non-labor charitable funds exempt from taxation under Section 501c(3) of Title 26 of the Internal Revenue Code: The Boys and Girls Club of Garden Grove, The Assistance League of Garden Grove, and United Way.

In order to receive a religious exemption, the unit member must submit to the Association a detailed written statement establishing the basis for the religious exemption. The Association Board of Directors shall communicate in writing to the unit member its acceptance or rejection of the application for exemption. If accepted, the unit member shall make the payment to the charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.

The District and the Association shall cooperate in maintaining an accurate listing of bargaining unit members, Association members, religious objectors and fee payers. The District shall provide the Association with written notice of all new hires, including their names, addresses, social security numbers and school assignments, as soon as practicable after their hiring.

With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fees, the District shall remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with the Side Letter. The Association shall have the exclusive right to determine whether any such action or proceeding shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the District.



For the District



For the Association

5-20-02

Date

5-20-02

Date

A SIDE LETTER OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

DEPARTMENT CHAIRPERSON ELECTION PROCEDURE

Nominations

1. The nomination period shall be one week in length (five school days).
2. Nominations may be made by anyone teaching in the specific department. Each department member will be given a form for nominations along with a copy of the Department Chairperson job description. A department member may self-nominate or nominate other members of the department.
3. Nominations shall be made in writing and submitted to the school principal or his/her administrative designee.
4. A list of the department's nominees shall be shared with all department members following the completion of the nomination process.

Election Process

1. The names of all department members who have accepted the nomination shall be placed on a written ballot. Space shall be provided for write-ins.
2. Each department will have ballots printed on a different color paper.
3. Each department member shall be allowed the number of votes equal to the numbers of periods taught in that department. He or she shall receive one ballot per period taught in that department. Department members shall provide a signature indicating that they have received the proper ballots.
4. Department members shall be allowed one week in length (five school days) to cast their written ballots.
5. Ballots for all departments will be submitted to one secured ballot box which shall be kept centrally located and openly accessible in the main office.
6. At the end of the voting period, at a time and place previously announced, the ballot box shall be opened and the ballots shall be counted. The principal or his/her administrative designee must be present. Under no circumstances shall any candidate be allowed to tally ballots. Any member of the faculty shall have the right to be present while the counting takes place. Following the election, the submitted ballots shall be available for inspection for a period of one week.
7. The department chairperson will be selected by a simple majority vote.
8. In the event of a tie, the school principal shall have the authority to choose the chairperson.
9. Should a vacancy occur prior to the expiration of the term, the department will conduct an election within ten school days.

For the 2001-2002 term the nomination and election process will start the first week of March and the department chair term will end the last school day of January. Stipends will be paid in three installments, May, November and January.

Beginning January 2003, the nomination and election process will begin the last two weeks of January and the department chair term will start the first school day of February and end the last school day of January. Stipends will be paid in two installments, May and December.

M. H. ...
For the District

David A. Brown
For the Association

2/25/02
Date

2/28/02
Date

A SIDE LETTER OF AGREEMENT
Between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
And
GARDEN GROVE EDUCATION ASSOCIATION

PEER ASSISTANCE AND REVIEW PROGRAM

Purpose - The Garden Grove Unified School District (*District*) and the Garden Grove Education Association (*Association*) agree to implement the California Peer Assistance and Review (*PAR*) Program as a critical feedback mechanism that allows exemplary teachers to assist teachers in need of development in subject matter knowledge, teaching strategies, classroom management, or in all three areas. This Program provides assistance to teachers in order to improve the teaching and learning process.

Evaluation - Change last sentence in Article 7, Section 7.6a to read as follows (*italicized words- New Language*): "In accordance with Education Code, should the evaluation be unsatisfactory, *the employee will be placed in the Peer Assistance and Review Program (PAR)* and shall be evaluated each year until the evaluation is once again satisfactory."

Participating Teacher - A Participating Teacher shall be a unit member with permanent status who is referred or volunteers to receive assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter or in all three areas.

- A. **Referred Participating Teacher** - The Referred Participating Teacher shall be required to participate in PAR for a minimum of one (1) year as a result of an unsatisfactory final evaluation (Form "E") in any of the above mentioned three (3) areas. A Referred Teacher shall participate in both assistance and review. The Referred Teacher shall be assigned a Consulting Teacher by the Joint Panel. The Consulting Teacher, Referred Teacher and the site administrator shall meet to discuss the Peer Assistance and Review Program, and to establish mutually agreed upon performance goals with respect to the process of Peer Assistance and Review. The Consulting Teacher will provide assistance to the Referred Teacher until the Consulting Teacher concludes and reports to the Joint Panel that his/her performance goals have been achieved, or that further assistance will not be productive. Annually, the Consulting Teacher will submit a final report to the Joint Panel. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation.

The Referred Teacher shall have the right to submit a request, in writing, to the Joint Panel for a different Consulting Teacher. He/she will state the reasons why the Consulting Teacher should be replaced and have those reasons considered. The Referred Teacher shall also have the right to submit a written response to the Consulting Teacher's final report within ten (10) working days. The Referred Teacher may address the Joint Panel for up to five (5) minutes regarding the final report. A designee of the Association may accompany the Referred Teacher to this meeting.

- B. **Volunteer Participating Teacher** - A Volunteer Participant may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher shall play no role in the evaluation of the teaching performance of the Volunteer Participant. The Volunteer Participant shall indicate area(s) in which he/she seeks assistance in his/her request (ex. new grade level, new subject area, etc). The Volunteer Participant may terminate his/her participation in the PAR program at any time without the requirement to give a reason for said request. All communication between the Consulting Teacher and a Volunteer Participant shall be confidential; and without the written consent of the Volunteer Participant, shall not be shared with others, including the site principal, the evaluator, or the Joint Panel.

4. **Consulting Teacher** - A Consulting Teacher shall be a permanent certificated unit member, selected by the Joint Panel, who provides assistance to Participating Teachers.

A. **Application/ Selection Process** - A notice of positions available will be posted at all work sites, the District Office, and the Association office. Applicant's will submit the application form to the District along with three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter or recommendation will be from the applicant's immediate supervisor, and one from a teacher, preferably from the school assigned, or an association representative.

Applications submitted shall be subject to a screening process determined by the Joint Panel to ensure that the candidate meets the established qualifications. All materials submitted to the Joint Panel are confidential.

There will be one (1) formal interview of the candidate with all Joint Panel members; one (1) formal announced, and one (1) unannounced classroom observation by a teacher and administrator who are Joint Panel members; and one (1) video analysis in which an applicant will be asked to respond, in writing, to a video presentation of a lesson.

B. **Selection Criteria** - The Consulting Teacher shall have permanent status in the District and possess a clear California teaching credential; Shall have substantial recent teaching experience; Demonstrate exemplary teaching ability; Demonstrate effective oral and written communication; Demonstrate leadership ability within the profession; Demonstrate ability to work cooperatively and effectively with other staff members; Possess extensive knowledge of subject matter and mastery of a range of teaching strategies and instructional/classroom management techniques.

C. **Duties and Responsibilities** - Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences and/or staff development activities. A cooperative relationship is strongly encouraged between the Consulting Teacher and Site Administrator with respect to the process of peer assistance and review.

Consulting Teachers shall:

- Meet with the Referred Teacher and the Site Administrator to discuss the Peer Assistance and Review program, and to establish mutually agreed upon performance goals with respect to the process of Peer Assistance and Review;
- Meet with the Referred Teacher to develop the assistance plan and the process for determining the successful completion of the Peer Assistance and Review Program;
- Conduct multiple observations of the Referred Teacher during classroom instruction;
- Conduct pre and post observation conferences which provide specific immediate feedback;
- Meet regularly for observations/discussions with each Referred Teacher assigned;
- Conduct model lessons, staff development, and seek appropriate resources as needed;
- Maintain a comprehensive written log of contacts and specific support given to each Referred Teacher assigned;
- Document all observations, visitations and meetings;
- Report activities on a regular basis to the Joint Panel;
- Monitor the progress of the Referred Teacher;
- Submit periodic reports to Referred Teacher assigned and discuss, in depth, their contents;
- Provide at any time, but at least quarterly, a written report to the Joint Panel regarding the progress of the Referred Teacher;
- Submit final report to the Referred Teacher for his/her signature to verify delivery and receipt;
- Submit final report to the Joint Panel by April 15;
- Participate in an annual review of the Program with the Joint Panel;
- Participate in meetings with other District Consulting Teachers.

- D. **Reassignment Request** - The Consulting Teacher shall have the right to present reasons in writing why the Referred Teacher should be reassigned to another Consulting Teacher and to have those reasons considered by the Joint Panel. The Joint Panel may seek follow-up information in regards to this request.
- E. **Length of Term** - The length of term for a Consulting Teacher shall be 1 year with annual performance reviews by the Joint Panel. Based upon the need of the Referred Teachers and the performance of the Consulting Teacher, a Consulting Teacher may be re-appointed for another year, up to a maximum of three (3) consecutive years. Upon completion of one (1) year of service, he/she has the right to return to the work site where he/she worked prior to becoming a Consulting Teacher.
5. **Joint Panel** - The Joint Panel will supervise and evaluate the PAR program and shall consist of seven (7) members composed of four (4) permanent certificated classroom teachers selected by the Association, and three (3) administrators selected by the District.

A. **Term of Office**

1. Both Association and District Joint Panel committee members shall serve one 3 year term. Joint Panel members may be re-appointed and serve another three (3) year term only after a one (1) year hiatus from service as a panel member.
2. During the first year of the Peer Assistance and Review Program, the term of office for Association and District members of the panel shall be as follows:

Association

- Two (2) Joint Panel members shall serve three (3) years;
- One (1) Joint Panel member shall serve two (2) years;
- One (1) Joint Panel member shall serve one (1) year (may be re-appointed to a one three (3) year term).

District

- One (1) Joint Panel member shall serve three (3) years;
- One (1) Joint Panel member shall serve two (2) years;
- One (1) Joint Panel member shall serve one (1) year (may be re-appointed to a one three (3) year term).

3. In subsequent years, the term of office for Association and District members of the panel shall be rotating as follows:

Association

- Two (2) new Joint Panel members in year one;
- One (1) new Joint Panel member in year two;
- One (1) new Joint Panel member in year three.

District

- One (1) new Joint Panel member each year.

- B. **Vacancies** - The Association and the District are responsible to re-appoint and fill any vacancy which may occur during the year for any of their respective members. Joint Panel members who serve less than 18 months may be re-appointed to another term. Joint Panel members who serve more than 18 months on the committee, may not be re-appointed to another term without a one (1) year hiatus.

C. **Duties**

- Administer the PAR program;
- Act as Liaison to the Offices of K-6 and 7-12 Instruction;
- Select Consulting Teachers;
- Provide for training for Consulting Teachers;
- Establish the number of Participating Teachers assigned to each Consulting Teachers annually;
- Assign Consulting Teachers to Participating Teachers;
- Evaluate Consulting Teachers and their documentation;
- Monitor the activities of the Consulting Teachers to ensure that sustained assistance is provided to the Referred Teachers;
- Monitor the progress of the Referred Teachers;
- Meet at least quarterly with Consulting Teacher;
- Determine number of voluntary participants and their needs annually;
- Evaluate PAR annually in order to improve the program and report findings to the Board of Education and the Association;
- Develop a PAR budget annually for Board of Education approval.

D. **Operational Procedures** - The Joint Panel will work under the following guidelines:

- Five (5) constitutes a Quorum and a Majority Vote ;
- Meeting schedule will be developed annually;
- Joint Panel Chair and Vice Chairperson selected annually;
- Clerical assistance provided;
- Annually determine training needs for Joint Panel members;
- Establish procedures when conflict of interest or bias occurs among Joint Panel and Consulting Teachers;
- Establish a model for decision making;
- Establish procedures for confidentiality;
- Establish appeal procedures for Referred Teachers regarding replacement of the Consulting Teacher, and disagreement with any or all parts of their Consulting Teacher's documentation;
- Determine when Rules and Procedures shall be distributed to certificated employees of the District;
- Annually develop and review timelines and forms.

E. **Report to Board of Education** - At the end of the Assistance Program the Joint Panel shall make recommendations to the Board of Education regarding participants in the Program, including forwarding to the Board of Education the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

6. **Special Provisions**

- A. **Confidentiality** - All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:
1. In response to subpoena or order of the court;
 2. The final report of a Referred Teacher's participation in the program shall be made available for placement in his/her personnel file;
 3. The final report may be used by the District in any employment action based upon instructional performance.
- B. **Duty to Indemnify** - The District shall hold harmless the members of the Joint Panel and the Consulting Teachers for any or all liability arising out of their participation in the PAR Program.
- C. **Duties and Responsibilities** - Duties performed pursuant to this Program by bargaining unit members shall not constitute either management or supervisory functions.

D. **Funding** - Not more than 5% of the funds received by the District for PAR may be expended for administration costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through ABIX or successor legislation.

E. **Compensation**

- Consulting Teacher/Mentor Teacher-Annual stipend of \$4800
- Joint Panel- Annual stipend of \$1500

David Abrams
ASSOCIATION

May 17, 2000
DATE

Pat Rothroyd
DISTRICT

May 17, 2000
DATE