

OEA P-49

OAKLAND EDUCATION ASSOCIATION

PROPOSAL TO

OAKLAND UNIFIED SCHOOL DISTRICT

May 14, 2018

Article 25 - Peer Assistance and Review

25.1 General

25.1.1 The Association and the Employer are continuously striving to provide the highest possible quality of education. In order for all students to succeed in learning, all unit members must succeed in teaching. The Association and the Employer believe that all unit members should focus on continuous improvement in professional practice and that unit members having difficulties can benefit from the assistance and review of colleagues. Therefore the Association and the Employer hereby establish a unit member Peer Assistance and Review Program (PAR) for K-12 classroom unit members. PAR shall use the standards in the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

25.1.1.1 Peer assistance may be provided to a beginning unit member or a volunteer permanent teacher and must be provided to a permanent unit member who has received an overall unsatisfactory evaluation in the areas of teaching strategies and instruction as provided for in the evaluation article in this agreement. The Peer Assistance shall be provided through Consulting Teachers as described in detail in Section 25.5. This assistance shall not involve the participation in or the conducting of the annual evaluation of unit members, except for making available to the evaluator the results of the referred unit members' participation in the program.

25.2 Definitions

25.2.1 Joint Committee

The PAR Program shall be governed by the Joint Committee composed of five (5) Association members and four (4) Employer members. One of the Association members, the Association President, and one Employer member, designated by the Superintendent, shall be ex-officio, non-voting, non-stipend members.

25.2.2 Consulting Teacher (CT)

A consulting teacher is a permanent teacher selected by the Joint Committee to provide assistance and to review the progress of the teachers participating in the program.

25.2.3 Participating Teachers: The three types of participating teachers are Volunteer, referred, and beginning.

25.2.3.1 Volunteer Teacher (VT): A permanent teacher who wishes to participate in the program.

25.2.3.2 Referred Teacher (RT): A permanent teacher who is referred to the program because of an unsatisfactory evaluation.

25.2.3.3 Beginning Teacher (BT): A non-permanent, California preliminary or clear-credentialed teacher;

25.2.3.4 Teachers on emergency credentials who are serving as classroom teachers of record or have a caseload assigned to them when a consulting teacher is working with a group of educators at a site or sites.

25.2.4 Peer Coach: A teacher who may be released on a part-time basis to work in the Program.

25.3 Joint Committee

25.3.1 Composition, Selection, Terms

The Joint Committee (JC) shall consist of nine (9) members composed of five (5) Association members and four (4) Employer members. Four (4) members shall be certificated classroom teachers who shall be selected by the Association. Three (3) members shall be administrators selected by the Employer. One of the Association members, the Association President, and one Employer member, designated by the Superintendent, shall be ex-officio, non-voting, non-stipend members.

The Association and the Employer shall individually determine the method for selection, the qualifications, and the term of its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the terms shall be staggered so that no party's appointees are all new in any one school year. The initial terms shall be for two and three years.

The Joint Committee may call on additional resources as appropriate. The Joint Committee shall establish its operational procedures, including the method for selection of a chairperson.

25.3.2 Meeting and Composition

The Joint Committee shall establish its meeting schedule. Adequate notice will be provided for any additional meetings. To hold meetings a majority of the members, with a minimum of two teachers and one administrator, must be present. Meetings may be held during the school day, with a grant of release time to teachers, or during non-school time.

Association appointees to the Joint Committee shall receive a stipend of \$4,000 paid on a pro-rata basis for each year of service on the JC.

25.3.3 Decision Making

The Joint Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of seven voting members. For any decision to be made at a JC meeting, a majority of the JC members present shall be teacher members of the committee. A JC member shall recuse themselves from discussion or vote on any matter regarding:

1. An RT for whom they are the current evaluator or the evaluator who initiated the current PAR referral.
2. A participating teacher from their site or department.

In the case of such recusal, the Employer's ex-officio Committee member may vote on matters regarding the member, RT. A recused JC member shall have the same opportunity to provide

input to the PAR process as any other administrator of an RT, for example, written statements or interviews with the JC.

25.3.4 Responsibilities

Joint Committee shall be responsible for the following:

25.3.4.1 Joint Committee Training

25.3.4.2 Development of Rules of Procedure

25.3.4.3 Consulting Teachers (CT)

Selection of CTs.

Training of CTs.

Reviewing/directing the CTs provision of services.

Reviewing peer assistance and review reports prepared by the CTs.

Evaluating the CTs.

25.3.4.4 Permanent Teachers

The Joint Committee shall provide participating permanent teachers, Volunteer or referred, with a list of available CTs. The permanent teacher may indicate the CT that he/she prefers, but the Joint Committee shall not be bound by the preference. The Joint Committee shall notify the permanent teacher, his/her Principal/Site Leader, and the CT in writing that the permanent teacher is participating in PAR. The appointed CT shall be identified.

25.3.4.5 Cooperation between Consulting Teachers and Principal/Site Leader

The Joint Committee shall expect and strongly encourage a cooperative relationship between the consulting teacher and the Principal/Site Leader in the peer assistance and review process. The JC may recommend to the evaluator and/or the evaluator's immediate superior that an alternate evaluator be assigned for an RT's evaluation process.

25.3.4.6 Recommendations to Board of Education

The Joint Committee shall review PAR reports prepared by CTs and make recommendations to the Board regarding a referred teacher's progress in PAR, including, but not limited to identifying a referred teacher who is unable to demonstrate satisfactory improvement after sustained assistance.

25.3.4.7 Annual Evaluation of Program

The Joint Committee shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, CTs, Principals/Site Leaders, and others as deemed appropriate. The Joint Committee shall submit this annual evaluation in writing, including any recommendations for improvement, to the Superintendent and the Association at the same time that it submits the proposed budget. This submission shall be no later than May 30.

25.3.4.8 Annual Budget

25.3.4.8.1 The parties agree that the annual budget for the PAR Program shall not exceed the revenue provided by the State in support of the PAR Program each year. In addition the parties agree that there shall be no encroachment into the Employer's unrestricted general fund to support the PAR Program.

25.3.4.8.2 The Joint Committee shall annually submit a proposed budget to the Superintendent. The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration:

The number of Consulting Teachers which will be required in the coming year in light of the projected level of participation in the program

The cost, if any, to augment the BTSA program adequately to support beginning teachers

The recommendations for improvement of PAR which it made in the annual report to the Board

Other relevant factors

Payment to Employer's members for participation on the Joint Committee

25.3.4.8.3 The proposed budget, including related administrative costs of not more than 5%, shall not exceed the state funding allocation for the coming year as estimated by the Employer's chief financial officer.

25.3.4.8.4 This proposal shall be submitted at the time and in the form requested by the Employer. The Joint Committee shall recommend to the Superintendent that the Board authorize the necessary number of consulting teacher positions or any increase or decrease thereof, providing to the Superintendent the rationale for the request. The Board shall consider the requests promptly, normally in accord with a previously published calendar on budget review and position authorization.

25.3.4.8.5 At the conclusion of the fiscal year, if the revenue for the PAR Program exceeds expenditures for the PAR Program, the Joint Committee shall determine the allocation of the surplus in a manner that facilitates the professional development activities of the District within the intent of this Article.

25.3.4.9 Special Support Schools

The Joint Committee may, with Employer approval, provide assistance to teachers at special Support Schools. These schools are those with high teacher turnover and/or large numbers of inexperienced teachers or teachers with less than three (3) years experience.

The Joint Committee shall:

Identify the schools using indicators from the Human Resources Services and Support.

Identify the circumstances contributing to the teacher turnover.

Coordinate support with the intent to build and keep capacity at the school.

25.3.4.10 Procedures

The Joint Committee shall adopt procedures for implementing the provisions of this Article.

These procedures shall be consistent with the statutes, the provisions of this Article, and this Collective Bargaining Agreement. If there is any inconsistency, the statutes, the provisions of this Article, and this Collective Bargaining Agreement shall prevail.

25.3.5 Confidentiality

25.3.5.1 All materials related to evaluations, reports and other personnel matters regarding individuals, which are created or reviewed by the Joint Committee, shall be strictly confidential. Therefore, Joint Committee members may not disclose such information obtained by way of the program or in the peer review process with the following exceptions:

25.3.5.2 The Employer may make use of the following documents regarding referred unit members:

Final ~~and intermittent~~ peer review reports prepared by Consulting Teachers;

Intermittent peer review reports prepared by Consulting Teachers subsequent to the acceptance of the final peer review report.

Recommendations of the Joint Committee or CT regarding participants in the Program;

Evaluations of a teacher's participation in the Program by the Joint Committee or CT. Materials shall be disclosed if required by law.

25.3.6 Indemnity

The Employer shall have the same duty to defend and indemnify Joint Committee members participating in the PAR program who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810 et seq., of the Government Code.

25.3.7 Non-Management/Supervisory Status

Functions performed by teacher Joint Committee members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision and of section 3540.1 of the Government Code.

25.4 Participating Teachers

25.4.1 Beginning Teachers (BT)

A Beginning Teacher is defined as a non-permanent, California preliminary or clear-credentialed teacher, or a teacher on an emergency credential who is serving as a classroom teacher of record or has a caseload assigned to them when a consulting teacher is working with a group of educators at a site or sites.

25.4.1.1 The PAR program for Beginning Teachers may include the BTSA program. BTSA may be supplemented with PAR funds as determined by the Joint Committee. All support provided the Beginning Teacher shall be confidential in accord with BTSA program guidelines.

25.4.1.2 The Employer shall provide the Joint Committee and BTSA with a list of all Beginning Teachers at the beginning of every school year, indicating the support program for which the Beginning Teacher is eligible, and shall supplement the list during the year as required.

25.4.2 Referred Teachers (RT)

Permanent unit members who have received unsatisfactory evaluation shall be referred to the Joint Committee and required to participate in the PAR program as an intervention.

25.4.2.1 Unsatisfactory Evaluation

25.4.2.1.1 PAR Participation shall not be required unless the procedures provided for in Article 13 (Evaluation) have been fully followed.

25.4.2.1.2 An unsatisfactory evaluation shall require participation in PAR when a unit member receives a summative evaluation on Form A of two (2) or more "unsatisfactory" ratings out of these five (5) evaluation categories:

Standard for Engaging and Supporting All Students in Learning

Standard for Creating and Maintaining Effective Environments for Student Learning

Standard for Understanding and Organizing Subject Matter for Student Learning

Standard for Planning Instruction and Designing Learning Experiences for All Students

Standard for Assessing Student Learning

25.4.2.1.3 The summative evaluation shall be based on evaluation criteria appropriate to the unit member's instructional program, and consistent with the goals and objectives agreed to by the unit member and his/her evaluator at the outset of the evaluation process.

25.4.2.2 Referral

The administrator who authored the unsatisfactory evaluation shall refer the RT to the Joint Committee. The administrator shall provide the Joint Committee a copy of the unsatisfactory evaluation, together with appropriate documentation. A copy of the referral packet shall be sent to the RT.

The Joint Committee shall review the referral packet including the unsatisfactory evaluation and supporting documentation. It may also interview the referring administrator and the teacher being referred. Based on the needs of the teacher, the Joint Committee shall determine the nature of assistance, which the CT shall provide.

25.4.2.3 Teacher Objection

A teacher who has been referred to PAR and objects to such participation on the grounds that the unsatisfactory evaluation leading to the referral was procedurally or otherwise flawed, may at his/her request, appear before the Joint Committee with a representative of his/her choice to explain his/her point of view regarding the defects in the evaluation. Notwithstanding this provision, the Joint Committee shall proceed to assign a CT to the RT in accord with its normal provisions unless it is determined that the unsatisfactory evaluation was invalid. At the time an unsatisfactory evaluation is determined invalid, any reports and documentation generated through the PAR process shall be removed from the Referred Teacher's personnel file.

25.4.2.4 Non-cooperation

A **Referred** Teacher may be exited unsatisfactorily from the PAR process prior to the final report upon **determination recommendation** of the JC that they are not cooperating with the PAR process provided:

- 1) The assigned consulting teacher provides notice in writing to the Referred Teacher of the recommendation and the possible consequences of failure to co-operate no less than five (5) days prior to the meeting of the JC where the early unsatisfactory exit shall be considered.
- 2) The assigned consulting teacher provides clear evidence of non-cooperation to the Joint Committee **and the Superintendent or designee in writing.**
- 3) **For referred teachers, the assigned consulting teacher provides clear evidence to support non-cooperation to the Joint Committee and the Superintendent or designee in writing.**
- 4) The Joint Committee considers the evidence, makes a **decision recommendation** and notifies the Referred Teacher of the **decision recommendation.**
- 5) The provisions of Article 25.7 including but not limited to notice, right to respond and representation have been met.
- 6) **For a referred teacher, the Superintendent or designee approves the recommendation.**

25.4.3 Volunteer Teachers (VT)

Any permanent classroom teacher may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. To participate in the program, at the unit member may volunteer at any time, must volunteer by May 1 of the school year preceding

~~participation in the program.~~ A volunteer may withdraw from the program at any time. When the volunteer applies to the program, he/she shall provide the program with an initial draft of the goals, which he/she would like to accomplish by participation in PAR.

25.4.3.1 The CT shall maintain a log of assistance, which shall not include any evaluative comments. A copy of this log shall be provided to the Joint Committee and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.

25.4.3.2 All communications between the VT and the CT shall be confidential and shall not be shared with others, including the Principal/Site Leader, evaluator, or Joint Committee, without the written consent of the VT and CT. The CT shall not without the written consent of the VT, be called by the Association or Employer to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the VT if the subject of the inquiry is the teaching performance of VT during the period the CT assisted the VT as a Volunteer participant in PAR.

25.5 Consulting Teachers

25.5.1 Duties

A consulting teacher (CT) shall participate in training and provide assistance to Beginning Teachers, Referred Teachers and Volunteer Teachers pursuant to the Program.

25.5.2 Qualifications

A CT should be considered by colleagues to be a highly skilled practitioner. A consulting teacher shall possess the following qualifications:

Permanent status with clear California credentials.

At least four recent years of teaching experience, **and with at least four years** in the District preferred.

Teaching ability as demonstrated by the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

Knowledge of subject matter.

Demonstrated mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students.

Demonstrated ability to communicate effectively orally and in writing.

Demonstrated ability to work cooperatively and effectively with others.

A consulting teacher cannot be a member of the Joint Committee.

25.5.3 Posting and Application

There shall be continuous recruitment for the position of consulting teacher at all sites and in the District office.

Such recruitment shall be consistent with the Employer's affirmative action goals. There shall be a permanent job description and application in the District office and on the District Web Page.

Applications may be submitted at any time and will be kept on file until the end of the current school year.

In addition to the application, an applicant shall submit letters of recommendation from:

His/her Principal/Site Leader or immediate supervisor

An Association representative

Two teachers at the applicant's site/program

The Joint Committee may include additional procedures as it sees fit regarding the application process.

All applications and references shall be treated with confidentiality. They shall not be placed in the CT's personnel file.

25.5.4 Selection

The Joint Committee shall review the applications and identify teachers for further consideration. The Joint Committee may contact any person submitting a letter of recommendation for a prospective CT. The Joint Committee shall observe a prospective CT in a classroom instruction setting. A prospective CT cannot be named to said position without first having been observed teaching by the Joint Committee. "Observations" in this section may be in person or via video recording. The Joint Committee shall also conduct interviews with the finalists.

Selection of CTs shall be consistent with the Employer's affirmative action goals. Written notification of selection or non-selection, as a CT shall be given to each applicant. The Joint Committee may include additional procedures as it sees fit regarding the selection process. The Joint Committee shall determine the number of CTS needed.

25.5.5 Terms of Assignment

A Consulting Teacher shall be appointed for and agree to accept a three-year term, subject to annual renewal. A consulting teacher shall be placed in a classroom assignment for a minimum of one (1) year before reapplying to be a consulting teacher if the consulting teacher's out-of-class CT assignment was half-time or greater. If no qualified consulting teachers apply, the JC may elect to extend a CT's term by one year. Every effort shall be made to stagger the terms of consulting teachers shall be staggered to ensure continuity. ~~However, initial terms beginning 2000/2001 shall be staggered, with half of the CTs having three-year terms and the other half having two-year terms.~~

25.5.6 Release Time

A Consulting Teacher shall be released full-time to work in this program. A Consulting Teacher shall be provided sufficient release time for travel to and from sites, completing documentation, meeting with the Joint Council, regular meetings with the other consulting teachers, preparation time for class visits, making arrangements for support for the participating teacher and any other situation deemed necessary. A Consulting Teacher shall be provided sufficient release time for his/her own training and staff development.

25.5.7 Compensation

A full-time Consulting Teacher shall receive his/her regular salary, benefits, and a stipend. A CT shall continue to accrue seniority as a regular certificated employee for the time served as a consulting teacher in the same manner and for the same purposes as if he/she had remained in a regular assignment. If a CT works beyond the regular teacher work year at Joint Committee direction, the CT shall be compensated in accord with the Collective Bargaining Agreement. The CT shall be paid a stipend. The stipend shall be \$4,000 for each full year of service as a CT, or a pro rata amount for less than a full year of service. A change in this stipend shall be subject to bargaining.

25.5.8 Return to Regular Assignment

While on assignment as a full-time consulting teacher, the CT will be considered on leave to a categorical program from his/her regular assignment. Thus, his/her regular assignment may be filled on a temporary basis. Upon completion of his/her service as a full-time released Consulting Teacher, the CT has the right to return to his/her most recent teaching assignment regardless of the length of the CT assignment. The teacher filling the assignment left vacant by the CT must be informed in writing that the assignment is limited to the length of the CT's participation in the PAR program.

25.5.9 Caseload

The Joint Committee shall determine the caseload for a consulting teacher. The number is dependent on the amount of intervention time that the Joint Committee determines, in consultation with the CT, is necessary for each participating teacher. Consulting teachers shall assist the teachers on their caseload by demonstrating, observing, coaching, conferencing, referring or by other activities which in their professional judgment, will assist the teacher in accord with the PAR process set forth below in Section 2725.6.

25.5.10 Appraisal

The Joint Committee shall oversee the work of the Consulting Teacher. The Joint Committee shall make a written evaluation of each CT's work by June 1 of each year, using a form developed by the Joint Committee. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the CT. Removal shall be at the sole discretion of the Joint Committee.

Prior to the effective date of such removal, the Joint Committee shall provide the CT with a written statement of the reasons for the removal and upon request, meet with the CT to discuss the reasons.

25.5.11 Peer Coaches

Joint Council may also select a pool of Coaches who may be released on a part-time basis to work in the Program depending upon the needs of the Program, funding availability and teaching areas of Program participants. The cost of releasing coaches for service in the program shall be necessary release time or the Peer Coach's pro rata rate of pay for work beyond the regular work day or work year.

If a Peer Coach is released and required to work beyond contracted work hours, the extra time will be compensated at the pro rata rate of pay.

25.5.12 Indemnity

Employer shall have the same duty to defend and indemnify Consulting Teachers participating in the PAR Program who are acting within the course and scope of their designated functions as it has to other district employees pursuant to Division 3.6, section 810, et seq., of the Government Code.

25.5.13 Non-Management/Supervisory Status

Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

25.5.14 The Employer shall provide to the released Consulting Teachers appropriate, common work/office space, which shall include secure file storage.

25.6 Peer Assistance and Review Process for Permanent Teachers

25.6.1 Preparation of Assistance Plan

As soon as possible after assignment, the Consulting Teacher shall review the referring packet for the RT or VT. Thereafter, the Consulting Teacher shall meet with the RT or VT and the Principal/Site Leader together or separately, as appropriate, to review the employee's performance and recommendations for improvement.

The Referred Teacher shall give input into the development of the plan. The Consulting Teacher will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the RT's unsatisfactory evaluation or meeting the goals set forth in the VT's application. The RT, the Assistance Plan will include:

25.6.1.1 Performance goals which are aligned with pupil learning and which are consistent with the Stull Bill and the evaluation article of the Collective Bargaining Agreement. (Article 13 - Performance Evaluation)

25.6.1.2 A projected date for completion, which will ordinarily be at the end of the current school year. The Plan will be submitted to the Joint Committee for final development and approval.

Placeholder for minimum guaranteed level of support.

25.6.2 Classroom Observations

The Assistance Plan shall include multiple observations of the RT or VT by the Consulting Teacher. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.

25.6.3 Progress Reports

The Consulting Teacher shall prepare and discuss with the Joint Committee periodic (at least every three months) reports of the RT's or VT's participation and progress in the program. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can or should be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term.

For purposes of the VT, these reports shall be limited to the assistance log referred to in Section 25.4.3.1 above.

25.6.4 Final Report

By May 1, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the RT or VT, and, for RTs, to the Joint Committee and the evaluator. A copy of the final report shall be included in the RTs personnel file after he or she has had an opportunity to review and attach a written response to it within twenty (20) workdays after receipt of the report.

The Final Report shall not constitute the Employer's evaluation of the employee's performance but in the case of an RT shall (and, in the case of a VT, may at his or her request) be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

25.7 Participating Teacher Due Process Rights

25.7.1 The participating teacher shall be entitled to review all reports generated by the Consulting Teacher and Principal/Site Leader prior to their submission to the Joint Committee, and to have his/her comments attached. To effectuate this right, the Consulting Teacher shall

provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the Joint Committee at which the reports will be considered.

25.7.2 The permanent teacher shall have the right to be represented by the Association in any meetings of the JC to which she/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.

25.7.3.1 Elementary participating teachers shall not normally be assigned to a different grade level from the one in which they received an unsatisfactory evaluation except by their request. In no event shall an elementary participating teacher be assigned more than two (2) grade levels from the one in which they received an unsatisfactory evaluation except by their request.

25.7.3.2 Secondary participating teachers shall not normally be assigned more than one (1) different preparation from the one(s) in which they received an unsatisfactory evaluation except by their request.

25.7.3 ~~4~~ The participating teacher shall have the right to timely reports of progress made.

25.7.4 ~~5~~ The participating teacher may request a change in her/his Consulting Teacher no more than once during her/his participation in the PAR program providing an alternate Consulting Teacher is available.

25.7.5 ~~6~~ Upon written request by the participating teacher, the record of PAR intervention shall be removed from the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.

25.7.6 ~~7~~ Participation in the PAR Program shall not diminish the legal rights of bargaining unit members.

25.7.7 ~~8~~ The JC, in consultation with the RT, may provide a recommendation to the District regarding the movement or transfer of the RT who is participating in PAR.

25.8 Miscellaneous

25.8.1 Direct control and monitoring of the PAR Program shall be the responsibility of the PAR Joint Committee as described herein. With respect to the Employer's management structure, the PAR Program shall be placed under the general purview of the Employer's Human Resources Services and Support.

25.8.2 The provisions of the PAR article are not subject to individual member grievances. This does not diminish a unit member's right to grieve under the evaluation article of this contract. Any claims that the article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the Employer and the Association.

25.8.3 Expenditures made for this program shall not exceed the revenues received under AB1X and where applicable BTSA.

25.8.4 The stipend to be paid to the Joint Committee members and Consulting Teachers shall be added to the unit member's annual salary and shall be STRS applicable.

25.8.5 The Joint Committee may request data necessary to fulfill its duties.

25.8.6 Nothing herein shall modify or in any manner affect the right of the Employer under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.

