**From the**

**Contractual Agreement between the Rochester City School District and the**

**Rochester Teachers Association**

**SECTION 53**

**INTERVENTION, REMEDIATION AND PROFESSIONAL SUPPORT**

1. 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.
2. A teacher can be recommended in writing for Intervention and Remediation by a building principal, other appropriate supervisor or teacher constituency of the SBPT 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.
3. 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.
4. The CIT Panel shall vote to accept or reject the referral for Intervention within thirty days of receipt of the referral and state its reasons therefore. 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. Independent of the authority of the Superintendent in Section 46, the Panel shall have the authority to impose full or partial salary withhold during the period of intervention and remediation. When a referral of a teacher rated “Ineffective/Unsatisfactory” is supported by the CIT Panel review, full salary withhold shall be automatic. 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.
5. 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.
6. 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.
7. 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 the third full semester from the date of the initiation of the assistance program.
8. 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.
9. 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 Association President, and the teacher in Intervention.
10. Participation in Intervention and Remediation is voluntary on the part of the referred teacher. If a teacher refuses Intervention and Remediation, nothing herein shall prohibit the District from proceeding with further disciplinary action after that refusal.
11. 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 Association President, and the teacher in Intervention. Evaluation and/or discipline procedures, as outlined in sections of the Agreement, may then be instituted.
12. Any determination or report of the CIT Panel with respect to a referral for, or the outcome of, Intervention and Remediation, and any reasons therefore, as well as those documents referenced in the CIT “Handbook for Intervention and Professional Support,” shall be evidence admissible through exhibits and testimony in any arbitration or a proceeding pursuant to Section 3020-a of the Education Law; provided, however, that any communications, oral or written, between Lead Teachers and teachers in Intervention on matters relevant to Intervention, shall be privileged.
13. The Panel shall develop written procedures for this referral, intervention, and remediation program.
14. If a unit member has been recommended by the CIT Panel for Intervention, and the Board determines probable cause exists to discharge the unit member after the unit member either has refused to participate in Intervention and Remediation or the Panel’s Final Report finds that the Intervention has not been successful, and the teacher then elects to contest the charges by submitting the matter to arbitration (Section 38.3), arbitration shall be before a panel consisting of the Superintendent of Schools, the Association President, and a neutral third person familiar with the arbitration process selected by the Superintendent and the President. Arbitration shall be conducted in accordance with the provisions of CPLR Article 75, except that the cost, if any, for the services of the third person shall be borne equally by the parties.
15. **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:

* 1. 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.
  2. Participation in Professional Support activities will not be reflected in any personnel materials unless the teacher includes such references.
  3. Support shall be provided by other Professional and Lead Teachers as indicated by the CIT Panel.
  4. 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.
  5. Participation in Professional Support activities shall not prevent referral for Intervention Services.
  6. Formal participation in Professional Support activities shall be limited to two full semesters.