

## ARTICLE 17

### PEER ASSISTANCE AND PEER REVIEW (PAR)

#### A. Program Purpose

The Association and the Superintendent are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred to, or who volunteer for, the PAR Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. The following are guidelines to be reevaluated and adjusted at the end of the first year of implementation.

#### B. Joint Committee

1. The Joint Committee shall consist of three (3) members. The committee shall be comprised of two (2) certificated unit members who are chosen by the Association; and one administrator (1) designated by the Superintendent. During the first Joint Committee meeting, the committee will determine, from the unit members serving on the committee, which unit member will serve as chairperson of the committee. The Association and the Superintendent will each designate two (2) identified alternates who can attend in the absence of regular committee members. The Joint Committee shall establish a procedure for a replacement for a member who is unable to serve for an extended period or who cannot complete his or her term.

2. The Joint Committee shall be formed and hold its first meeting on or before the fifteenth work day after the County-wide In-service Day in order to more quickly provide support to unit members. The Association will notify the Superintendent of the first scheduled meeting.
3. The Joint Committee shall establish its own meeting schedule. All members must be present to conduct a meeting. Aside from presenters (which both sides must agree upon), only designated members are allowed at meetings. When committee functions need to be performed during the work day, teacher members of the Joint Committee shall be released from their regular duties without loss of pay or benefits. A stipend of sixty dollars (\$60.00) per meeting will be paid to a committee member when business must be conducted outside his/her respective work day.
4. Decisions shall be made by majority vote.
  - a. Consulting Teacher shall be selected by the Joint Committee.
5. The Joint Committee shall be responsible for the following:
  - a. Sending written and electronic notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site evaluator.
  - b. Assigning Consulting Teachers pursuant to this Article.
  - c. Establishing a procedure for application as a Consulting Teacher.
  - d. Developing an operating budget subject to approval by the Superintendent.
  - e. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

- f. For referred Participating Teachers, only unit members whom are classroom teachers may participate as Consulting Teachers. Other unit members may be allowed to be on-call specialists with joint committee approval.
  - g. For Voluntary Participating Teachers, only permanent, fully credentialed unit members may participate as Consulting Teachers.
  - h. Reviewing the final report prepared by the Consulting Teachers and making recommendations to the Superintendent no later than one (1) week prior to the last day of the school year regarding the progress of Referred Participating Teachers and providing the names of those who did not make sufficient progress.
  - i. Annually evaluating the impact of the PAR Program in order to improve its effectiveness. The evaluation process shall include the opportunity for written input from Consulting and Participating Teachers. The evaluation shall recommend to the Association and to the Superintendent any suggested changes in the negotiated language establishing the PAR. The Joint Committee shall meet prior to the end of the fiscal year.
  - j. The Joint Committee will meet at least two (2) times per year. The first meeting of the year to be held prior to September 15<sup>th</sup> and the final meeting at least two (2) weeks prior to the end of the school year.
6. The Joint Committee shall generate a list of On-Call Specialists to be available to assist Consulting Teachers in providing assistance to Participating Teachers. When called upon by the Joint Committee to provide service, the On-Call Specialist will be released from duty during the work day and/or be compensated

at the teacher's hourly rate per meeting if assigned duties are performed outside the regular work day. The time expended by On-Call Specialists in providing assistance shall be determined with the specialist and his/her site administrator to ensure that the potential disruption, if any, to the specialist's regular classes is minimized.

7. A Joint Committee member shall not participate in any discussion nor vote on any matter relating to a Participating Teacher for whom the member is a supervisor, evaluator, spouse, relative, or on any matter where the member has a personal or professional conflict of interest.

C. Participating Teachers

1. Defined: A Participating Teacher is a classroom teacher who receives assistance to improve his or her instructional skills, or knowledge of subject of his or her teaching performance. The two (2) categories of Participating Teachers are: Volunteer Participating Teacher (probationary or permanent) and Referred Participating Teacher (permanent only).
2. A Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

D. Volunteer Participating Teacher

1. A Volunteer Participating Teacher is a teacher with either probationary or permanent status who volunteers to participate in PAR. The purpose of participating in the PAR Program for the Volunteer Participating Teacher is for peer assistance only.
  - a. The Association shall be notified in writing within five (5) days of any teacher requesting to participate in the voluntary peer assistance program as defined in this article.

2. The Volunteer Participating Teacher may terminate his or her participation in PAR at any time.
3. Consulting Teacher or Volunteer Participating Teacher may petition the Joint Committee for an assignment change for good cause. The Joint Committee may consider changes due to extenuating circumstances.
4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with others, including the site principal, the evaluator, or the Joint Committee without the written consent of the Volunteer Participating Teacher.
5. The Volunteer Participating Teacher may complete an exit survey developed by the Joint Committee to provide feedback on the program. The completed survey will be returned to the Joint Committee and remain confidential.

E. Referred Participating Teacher

1. Defined

A Referred Participating Teacher is a classroom teacher with permanent status who is referred to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or his/her classroom teaching performance as a result of an unsatisfactory final evaluation, as defined herein, received at the end of a school year from a County Office evaluator.

2. Unsatisfactory Evaluation Defined

- a. An unsatisfactory final evaluation for the purpose of the PAR Program only, means receiving overall unsatisfactory ratings in three (3) of the five (5) domains numbered 1, 2, 3, 4, and 5 of the California Standards for the Teaching Profession. (1. Engaging and Supporting All Students in

Learning; 2. Creating and Maintaining Effective Environments for Student Learning; 3. Understanding and Organizing Subject Matter for Student Learning; 4. Planning Instruction and Designing Learning Experiences for All Students, and 5. Teachers Assessing Students for Learning.)

- b. Ratings related to attendance problems, repeated tardiness, failure to complete required reports or compliance with other similar administrative requirements or directives, and/or other forms of misconduct shall not be considered.
- c. Permanent unit members who receive unsatisfactory or needs improvement ratings on a final evaluation which do not meet the “unsatisfactory evaluation” standard in this Article are nevertheless encouraged to voluntarily participate in the PAR Program in the following school year.

3. Assignment of Consulting Teacher

After consulting with a Referred Participating Teacher, the Joint Committee shall assign a Consulting Teacher from the pool of Consulting Teachers. If no pool exists, the Joint Committee will make the determination of the Consulting Teacher.

F. Consulting Teachers:

1. Qualifications

A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set by the Joint Committee. The following shall constitute minimum qualifications:

- a. A credentialed classroom teacher with permanent status.
- b. Substantial recent experience in classroom instruction.
- c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

## 2. Applicants

- a. The Association shall inform unit members of application process for becoming a consulting teacher on or before 5/15 each school year.
- b. Each applicant for the position of Consulting Teacher is required to submit an application page and one (1) letter of recommendation from an individual-with specific knowledge of his or her expertise, such as: a site principal or immediate supervisor; an Association Representative or other knowledgeable person; or from another classroom teacher.

## 3. Selection Process

Consulting Teachers shall be selected by a majority vote of the Joint Committee following review of the consulting teacher's application by the full committee. An administrator may not serve as a Consulting Teacher. Should a Consulting Teacher become an administrator, said administrator shall not supervise his/her Participating Teacher(s) during the next evaluation cycle.

## 4. General Responsibilities

Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

a. A Consulting Teacher shall be provided release time for activities to support a Participating Teacher(s) under a plan submitted to and approved by the Joint Committee. In addition to the regular salary, a Consulting Teacher shall be compensated for all work beyond the regular work day and/or work year based upon an annual stipend set by the Joint Committee. The Consulting Teacher stipend for a Referred Participating Teacher will be two thousand dollars (\$2,000) for the year or prorated according to program participation. The stipend for a Consulting Teacher for a Volunteer Participating Teacher will be one thousand dollars (\$1,000) a year or prorated according to participation in program. Proration is based on one hundred eighty (180) student attendance days.

b. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, and develop the assistance plan. The Consulting Teacher and the Referred Participating Teacher will meet with the Referred Participating Teacher's administrator to establish mutually agreed upon performance goals and develop a process for determining successful completion of the PAR Program.

c. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and



shall have both pre-observation and post-observation conferences.

d. The Consulting Teacher shall meet with the Voluntary Participating Teacher to discuss the PAR Program and develop the assistance plan. The Consulting Teacher and the Voluntary Participating Teacher will meet with the Voluntary Participating Teacher's administrator to establish mutually agreed upon performance goals. The Consulting Teacher and the Voluntary Participating Teacher will meet at least twice monthly and the Consulting Teacher will perform at least two (2) observations of the Voluntary Participating Teacher's classroom. The Consulting Teacher, the Voluntary Participating Teacher and the administrator will meet at the end of the term of support to review progress and provide each other feedback.

e. The Superintendent shall provide sufficient staff development activities to assist a teacher to improve his/her teaching skills and knowledge. The Consulting Teacher and Participating Teacher will jointly identify appropriate professional development and/or training activities to best meet established performance goals.

##### 5. Responsibilities Regarding Referred Participating Teachers

- a. Consulting Teachers shall have the responsibility for no more than one (1) Referred Participating Teacher. Each Referred Participating

Teacher shall receive a minimum of twenty-four (24) hours of assistance per school year from the Consulting Teacher.

- b. A Referred Participating Teacher shall normally stay in the Program for one (1) school year. Upon a decision of the Joint Committee, a Referred Participating Teacher may be extended in the Program.
- c. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide specific written reports to the Referred Participating Teacher for discussion and review.
- d. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher, meet with the Referred Participating Teacher weekly, and shall provide written comments to the Referred Participating Teacher for discussion and review. Additionally, the Consulting Teacher, the Referred Participating Teacher, and the Referred Participating Teacher's immediate administrator will participate in progress meetings at 8-9 week intervals to review progress and provide updates. The Consulting Teacher, the Referred Participating Teacher, and the administrator will meet at the end of the term of support to review progress and provide each other feedback.
- e. The Consulting Teacher shall submit a midyear report to the Referred Participating Teacher and to the Joint Committee. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher during the school year until he or she concludes that the Referred Participating Teacher has demonstrated satisfactory improvement, or that further assistance will not be productive. The

Consulting Teacher shall submit a final report to the Joint Committee.

- f. A copy of each report by the Consulting Teacher to the Joint Committee shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Referred Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Referred Participating Teacher shall also have the right to submit a written response, within ten (10) work days, and have it attached to each report.
- g. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.
- h. The final evaluation report, along with the written response from the Referred Participating Teacher, shall be placed in the Referred Participating Teacher's personnel file.

#### G. Miscellaneous

- 1. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer the Article.
- 2. The Superintendent agrees to indemnify, hold harmless, and provide a defense to members of the Joint Committee and Consulting Teachers against any claims, causes

- of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in Peer Assistance and Review Program.
3. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. Unit members' participation in this Program in any capacity shall continue all rights of bargaining unit members.
  4. Records: Documents and writings relating to a unit member's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code sections 6250, et seq.).