

PEER ASSISTANCE AND REVIEW PROGRAM

In order to assist teachers who may need additional development in subject matter knowledge and/or teaching strategies, the Governing Board shall work with the local Federation of Teachers to establish and maintain a program of peer assistance and review linking participating teachers with exemplary teachers serving as consulting teachers. Consulting teachers shall provide sustained, intensive support including, but not limited to, multiple classroom observations, recommendations for staff development and regular meetings with participating teachers.

(cf. 4140/4240 - Bargaining Units)
(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall establish in accordance with law a joint teacher-administrator peer review panel to manage the program.

Board decisions regarding the continued employment of an individual participating teacher shall include consideration of the results of the individual's participation in the peer assistance and review program and the recommendations of the consulting teacher and review panel.

(cf. 4115 - Evaluation/Supervision)
(cf. 4117.4 - Dismissal)

The Board shall coordinate policies and procedures related to the district's peer assistance and review program with other district activities for staff development, teacher support and staff evaluation.

(cf. 4131 - Staff Development)
(cf. 4315.1 - Staff Evaluating Teachers)

Legal Reference:

- EDUCATION CODE
- 44279.1-44279.7 Beginning teacher support and assessment
- 44305-44308 Pre-internship teaching program
- 44325-44329 District intern program
- 44490-44497 Mentor teacher program
- 44500-44508 Peer assistance and review program
- 44662 Evaluation of certificated employees
- 44664 Evaluation

Management Resources:

- WEB SITES
- CSBA: <http://www.csba.org>
- CDE: <http://www.cde.ca.gov>
- California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>
- California Teachers Association: <http://www.cta.org>
- California Federation of Teachers: <http://www.cft.org>

PEER ASSISTANCE AND REVIEW PROGRAM

Purpose of the Program

The Peer Assistance and Review Program (PAR) is designed to provide assistance to pre-interns, interns, probationary teachers and permanent teachers who are in need of development in subject matter knowledge and/or teaching strategies or skills.

THE JOINT PANEL

PAR Panel

PAR shall be administered by a Panel which shall consist of 5 members, 2 of whom shall be selected by the Superintendent and 3 of whom shall be selected by the Federation. The Superintendent and the Federation President shall be ex officio members. The panel shall be chaired in the first year by a teacher member and in the following year by a District member. The chair shall thereafter rotate on an annual basis between teacher and District members.

Term of Service

The term of service shall be three years, commencing on April 1, 2000. There shall be no limit to the number of terms that may be served. Panelists may be removed and replaced at any time by their appointing party.

Panel Meetings

The Panel shall meet at the times and places it determines.

Votes of the Panel

All actions of the panel shall be approved by an affirmative vote of at least 3 members.

Panel Responsibilities

The responsibilities of the Panel shall include the following:

1. Selecting Pre-Intern Coaches and Consulting Teachers.
2. Reviewing reports prepared by Pre-Intern Coaches and Consulting Teachers.
3. Making recommendations to the Board concerning Referred Teachers.
4. Preparing annual program reviews.
5. Preparing written guidelines for Pre-Intern Coaches and Consulting Teachers.
6. Developing annual budget proposals subject to Board approval.

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7. Terminating the services of Consulting Teachers and Pre-Intern Coaches for just cause. Such termination's shall not be subject to the Grievance Procedure.

Program Advisor

The Panel shall be assisted by a full-time Pre-Intern Program Advisor who shall coordinate the work of the Pre-Intern Coaches, act as liaison to the California Department of Education and to educational institutions, draft monthly reports and provide other services as the Panel may require.

Compensation

Teacher members of the panel shall receive release time from regular duties and/or hourly pay as reasonably needed to perform their duties. The Advisor shall receive the resource teacher stipend of 10% of base salary per year.

PRE-INTERN COACHES AND CONSULTING TEACHERS

Number

The Panel shall initially appoint one Consulting Teacher. It may appoint more as the need arises. There shall be one Pre-intern Coach for every two or three Pre-Interns. The Panel shall establish an eligibility pool of qualified Pre-intern Coaches from which it shall fill openings based on such factors as worksites, grade levels and/or subject areas.

Qualifications

At a minimum, Pre-Intern Coaches and Consulting Teachers shall be permanent teachers of the District with at least (5) active and consecutive years of classroom experience and exemplary teaching ability, including, among other attributes, effective communication skills, extensive subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

Application and Selection

1. The initial announcement shall be distributed at each site as soon as possible after ratification of this agreement by each party. Thereafter, notices shall be whenever the Panel determines that further applications are desired.
2. Classroom teachers may apply to be Pre-Intern Coaches or Consulting Teachers on forms prepared by the Panel. Based on a review of the applications and 3 letters of recommendation, including one from each applicant's most recent evaluator, the Panel shall select candidates for interviews and unannounced classroom observations.

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3. The first Consulting Teacher and the pool of Pre-Intern Coaches shall be selected no later than June 16, 2000. Pre-intern coaches shall be appointed as positions become available.
4. Applicants who are not selected shall be entitled to meet with the Panel to discuss its reasoning.

Workload

From August, 2000 through February, 2001 Consulting Teachers shall work primarily with probationary teachers and volunteer permanent teachers, and secondarily with pre-interns. Thereafter, Consulting Teachers shall work primarily with volunteer and referred permanent teachers. Pre-Intern Coaches shall provide approximately 3 to 4 hours of service per week.

Compensation

Consulting Teachers selected to serve full-time shall receive the resource teacher stipend of 10% of base salary per school year. Pre-Intern Coaches shall receive \$4,312 per school year. Compensation shall be appropriately pro-rated for less than full-time and/or less than a full year's service.

Term of Service

The term of service shall be indefinite. Pre-Intern Coaches and Consulting Teachers shall be reviewed no less than annually, and may be removed for just cause by the Panel.

REFERRED TEACHERS

Referral to the Program

Teachers may be referred to the PAR Program by receiving an unsatisfactory performance evaluation or by voluntary self-referral. A teacher who has entered the Program voluntarily may be involuntarily placed in the Program in the event he/she later receives an unsatisfactory evaluation.

1. "Unsatisfactory evaluation" is defined as a score of 48 or less on the Certificated Evaluation Form.
2. Referral to the Program shall not be subject to the Grievance Procedure.

PEER ASSISTANCE AND REVIEW PROGRAM (continued)**Assignment of Consulting Teacher**

As soon as practicable after referral to the Program, the Referred Teacher shall be assigned a Consulting Teacher by the Panel. The Consulting Teacher shall then arrange a meeting with the principal or evaluator of the Referred Teacher and the Referred Teacher. The employee's performance shall be discussed, as well as recommendations for improvement.

Preparation of Written Assistance Plan

Based on these discussions, and at least one (1) classroom observation, the Consulting Teacher shall prepare a Written Assistance Plan to assist the Referred Teacher in meeting the established goals and objectives. The plan shall be reviewed and modified as necessary by the Panel.

Periodic Progress Report

The Consulting Teacher shall prepare progress reports for the Panel in intervals of not less than thirty (30) school days, and shall appear before the Panel on a regular basis as determined by the Panel to discuss the progress of the Referred Teacher.

1. Each progress report shall, at a minimum, include an assessment to whether the Referred Teacher is demonstrating satisfactory improvement and whether continued assistance is necessary. The Consulting Teacher shall make at least one classroom visit of at least thirty (30) minutes duration every 5 school days.

Final Written Report

By February, the Consulting Teacher shall draft a final report which shall detail, among other things, whether the Referred Teacher has demonstrated satisfactory improvement in the areas targeted by the Assistance Plan. The final report shall be modified, if necessary, and adopted by the Panel, which shall deliver copies to the Referred Teacher and to the District for placement in the teacher's personnel file. The teacher may append a response to the final report.

1. **Use of Final Report**
The information obtained through participation in this program may be used by the District in any personnel decisions or proceedings regarding the Referred Teacher and shall be accessible to the administrator(s) responsible for evaluating the performance of the Referred Teacher.

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2. **Voluntary Participation**
Classroom teachers who are voluntarily participating in the Program shall not have any documentation issued as a result of their participation. The Progress Reports shall remain strictly confidential and the property of the voluntary participant.
3. **Governing Board**
Nothing herein shall be interpreted as limiting the authority of the Board to initiate any form of discipline, up to and including dismissal, of the Referred Teacher at any time.
4. **Length of Participation**
Teachers shall normally receive support from the PAR Program for no more than twelve (12) months. However, under special circumstances, support may be extended for another six (6) months by the Panel.
5. **Confidentiality**
Documents generated by Consulting Teachers and Panel Members regarding specific Referred Teachers as part of the PAR Program shall be deemed personnel records and shall remain confidential to the extent required by the law. The District shall be entitled to use such documents in subsequent disciplinary actions against Referred Teacher. Panel deliberations regarding individual teachers shall be closed and confidential.

MISCELLANEOUS PROVISIONS

1. **Indemnity**
The District shall defend and hold harmless individual Panel Members, Pre-Intern Coaches, Consulting Teachers and the Program Advisor from any lawsuit or claim arising out of the performance of their duties under this program as provided by the California Government Code Tort Claims Act.
2. **Reservation of Rights**
This program and the District's evaluation functions shall operate independently of each other, however, a cooperative relationship among principals, Pre-Intern Coaches, Consulting Teachers and the Program Advisor is encouraged with respect to the process of peer assistance and review. Nothing within the Program shall prohibit or limit the District and Governing Board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program.
3. **Reopeners**
This Article shall be reopened at the request of either party at any time.