

ARTICLE XXV - PEER ASSISTANCE AND REVIEW

For the 2005-06 and 2006-07 school years, the Joint Panel functions and any assistance to teachers in Groups I and II will be suspended. All funds available for the PAR program will be utilized to address the needs of teachers in Groups III and IV.

The Joint Panel will reconvene for the 2007-08 school year, pending available funding from the State of California. Teachers who have been previously referred to the program under Group I, or who were referred by way of an unsatisfactory evaluation in 2004-05, 2005-06 or 2006-07 will receive the required one or two years of assistance beginning in 2007-08, provided funds are available.

In recognition of the effectiveness of teachers helping teachers, the Salinas Union High School District and the Salinas Valley Federation of Teachers wish to establish a Peer Assistance and Review program, which shall assist permanent, probationary, and intern-level certificated employees in the development of the highest possible level of proficiency in instruction. The Peer Assistance and Review program is designed to provide appropriate assistance to as many certificated employees as possible. Both the District and Salinas Valley Federation of Teachers intend the Peer Assistance and Review program to be a cooperative venture with the goal of providing our students with superior professional instruction and learning opportunities so that they may achieve the high academic standards adopted by the District.

DEFINITIONS:

1. JOINT PANEL:

The body of three appointed representatives from the District and four appointed representatives from the Federation which shall oversee implementation and administration of the Peer Assistance and Review Program in the Salinas Union High School District.

2. PEER ASSISTANT:

The teacher selected and directed by the Joint Panel to assist and work with Participants, Voluntary Participants and beginning teachers.

3. PARTICIPANT:

A permanent teacher who has received one or more unsatisfactory ratings in the areas of evaluation relating to classroom instruction as specified in this Article and AB1X.

4. INDIVIDUAL IMPROVEMENT PLAN:

The plan of assistance to be followed by Participants as determined by the Participant and the Peer Assistant and approved by the Joint Panel.

5. SUBJECT AREA SPECIALIST:

A person with expertise in a certain subject specialty who shall assist teachers in the Peer Assistance and Review program under the direction of a Peer Assistant on an as-needed basis.

7. MANDATORY REFERRAL:

The process under AB1X by which a permanent teacher is required to participate in the Peer Assistance and Review process.

8. VOLUNTARY PARTICIPANT:

A permanent teacher who indicates s/he wishes to receive assistance under the Peer Assistance and Review program on a voluntary basis.

A. THE JOINT PANEL:

1. A Joint Panel consisting of three members chosen by the District and four classroom teachers appointed by the Salinas Valley Federation of Teachers shall govern the Peer Assistance and Review Program. Members of the panel shall be appointed to staggered two-year terms; in the appointment of the initial panel, two of the classroom teachers and either one or two of the District's appointees shall serve for one year only. Terms shall begin on July 1st and end on June 30th, with the proviso that the terms of the initial panel members may start at a different date. Vacancies in any position

shall be filled by appointment by the District or the Federation respectively using the established criteria. Members of the initial Joint Panel may serve two consecutive terms. However, members who join the panel subsequent to its first year may serve one term only and may not serve again until a full year has lapsed between their terms.

2. The members of the Joint Panel shall select one of their members to serve as a chair each year. The chair shall serve a one-year term. The District and the Salinas Valley Federation of Teachers will alternate as chairs on an annual basis. The Panel shall also select a member to act as a secretary to record minutes of each proceeding. Where consensus is not possible, decisions shall be reached using the procedures specified in Robert's Rules of Order. For a decision to be reached, a quorum of three (3) Federation representatives and two (2) District representatives must be present. All actions of the Joint Panel must be recorded in the minutes.
3. Meetings of the Joint Panel shall be convened as necessary for the Panel to conduct business. Each Panel member shall receive appropriate training prior to the beginning of his/her term.
4. Joint Panel meetings may be conducted during the normal school workday when possible. Each Salinas Valley Federation of Teachers Joint Panel member shall be compensated at the rate of one (1) hour at the normal curriculum rate for each meeting attended for which he/she must prepare lesson plans. For meeting held outside the normal school workday, SVFT Panel members shall be compensated on an hour-for-hour basis at the current curriculum rate.
5. District appointees to the Joint Panel must meet the following criteria:
 - a. Must have at least five years of administrative experience, three of which must be in the District;
 - b. Must have excellent performance evaluations in the areas of evaluation and employee relations;
 - c. Must have a demonstrated ability to maintain good working relations on personnel matters;

- h.** Making recommendations for improvement of the Peer Assistance and Review program to the District and the Federation;
- i.** Setting and managing the Peer Assistance and Review programs annual budget subject to the approval of the Board of Trustees;
- j.** Assigning participating teachers to the caseload of Peer Assistants subject to the Program Participation guidelines contained herein;
- k.** Securing and scheduling training for Peer Assistants in areas such as:

- i.**
Clinical Supervision
- ii.**
Instructional Strategies
- iii.**
Analysis of Lesson Plan Design
- iv.**
Communication Skills
- v.**
California Teaching Standards

- l.** Monitoring the progress of interventions with teachers who are mandatory participants in the Peer Assistance and Review program;
- m.** Evaluating Peer Assistants and the success of the assistance provided to the participating teachers;
- n.** Providing on-going support for Peer Assistants;
- o.** Approving Individual Improvement Plans.

- 8.** A Joint Panel member shall abstain from participating in a discussion or voting on any matters in which he/she has a professional or personal conflict of interest. A Joint Panel member who is unable to perform his/her duties because of extended absences

must submit his/her resignation. The vacated position shall be filled as described in number one (1) above.

9. All materials related to evaluations, reports discussions or other personnel matters, which are created or reviewed by the Joint Panel pursuant to the Peer Assistance and Review program, shall be confidential. Prior to participating in the first Joint Panel meeting, Joint Panel members shall sign the "Assurance of Confidentiality" form. All proceedings and materials related to the administration of this Article shall be strictly confidential. Panel members and Peer Assistants may disclose such information only as reasonably necessary to perform their respective functions.
10. The District will defend and indemnify Joint Panel members against claims arising out of their good faith performance of duties under this agreement. Panel members who act pursuant to the Peer Assistance and Review program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.

B. PEER ASSISTANTS

1. The teachers whose function it is to assist participating teachers shall be called Peer Assistants. The Joint Panel shall select out of the pool of applicants Peer Assistants who shall be released part-time and Subject Area Specialists who shall be released up to one period (.2 FTE) as needed.
2. Qualification for Peer Assistants:

EXPERIENCE: Applicants for the position of Peer Assistant must be full-time tenured employees of the District with substantial recent classroom experience of at least five years in the District. They must have a Professional Clear Credential and a variety of teaching experiences including different grade levels and student ability groups. The applicants must have demonstrated exemplary teaching ability as determined by the Joint Panel members.

1. KNOWLEDGE:

Applicants must demonstrate the following:

- a. Knowledge of specific curricular disciplines;
- b. Mastery of a range of teaching methods and strategies;
- c. Understanding of how to meet the needs of a wide range of students;
- d. Mastery of effective classroom management techniques;
- e. A willingness to learn more about adult learning processes and coaching strategies;
- f. An understanding of the role of the Peer Assistant as described in the Peer Assistance and Review Article of the collective bargaining agreement;
- g. Recent professional development in their content area

2. SKILLS:

Applicants must have demonstrated ability and a commitment to work collaboratively and communicate effectively and tactfully with colleagues, demonstrated ability to assess and prescribe effective instructional strategies and write effective plans for individual improvement, and demonstrated commitment to improving the profession.

3. Selection Process:

Applicants for the position of Peer Assistant must go through the following process:

- a. Submission of application and letters of recommendation. Letters of recommendation should be from a broad range of contacts, including fellow teachers, the principal or immediate supervisor, Federation representative and other professional contacts. Applicants must agree to release the contents of their personnel evaluations and to permit the Joint Panel to contact references.

- b. The Joint Panel shall review the applications and evaluations and contact references to determine which applicants are qualified. The Joint Panel shall then observe each qualified applicant a minimum of three times. Every Joint Panelist must observe each qualified applicant at least once. The observations will take place in different classroom settings and be both scheduled and unannounced. The observations must include a full fifty-(50) minute class period. In block schools, at least two observations must include the full-block. One of the full-block observations must be unscheduled.
- c. The applicant shall view videotapes of classroom instruction in order to analyze and evaluate the instructions of methods used in a sample setting and prepare a sample evaluation meeting as a follow-up.
- f. The Joint Panel shall select Peer Assistants based on the above criteria.

4. Length of service

- a. Peer Assistants may serve only two consecutive years in that position, and must be rehired by the Joint Panel each year. Peer Assistants and Subject Area Specialists are rehired based on their annual evaluation by the Joint Panel. They may serve a third year as Subject Area Specialists.
- b. Peer Assistants must sign an agreement committing them to return to a classroom teaching position in the District for at least one year following the completion of service as a Peer Assistant or a Subject Area Specialist.
- c. At the conclusion of their term, Peer Assistants shall have the right to return to their previous sites and the administration shall make every effort to return them to their previous teaching assignment.

5. Compensation and Case Load

a. Peer Assistants shall be compensated at the rate to which they are entitled on the salary schedule.

b. Caseload:

i. A full-time release caseload shall be defined as 15. The caseload shall be pro-rated by the number of release periods the Peer Assistant has.

ii.

Each Group I participating teacher shall be counted as two teachers. Each Group II participating teacher shall be counted as one teacher. Each Group III or IV participating teacher shall be counted as .3 of a full-time teacher.

iii.

Peer Assistants shall be compensated at their per diem rate for a specified number of extra days up to 5, to be assigned by the Joint Panel.

c. No Subject Area Specialist or Peer Assistant shall accept a 6th period in-lieu of a prep period.

6. Duties of Peer Assistants shall include the following:

a. Conduct no fewer than 15 observations of each participant teacher per half year. The observations shall be done in a timely and varied manner and be followed by an assessment of teaching and classroom management techniques. The Peer Assistant shall give the participating teacher timely written feedback about the observation.

b. Write clear performance goals with the participant consistent with District curricular objectives.

- c. Communicate in a timely manner with the participant's principal or designee regarding the participant's progress. The Peer Assistant will also consult with the principal (designee) no fewer than four times per half-year, regarding each participating teacher.
- d. Provide assistance to participating teachers including teaching techniques, lesson and curriculum planning, classroom management strategies, grading policies, record keeping, providing of opportunities for observation of other teachers and staff development as appropriate.
- e. Follow the intervention schedule as outlined in the Implementation Process section of this Article.
- f. Find workshops, classes or conferences to provide assistance to the participants as appropriate.
- g. Coordinate with and oversee Subject Area Specialists as required.

7. Peer Assistants shall perform the following duties for the Joint Panel:

- a. Provide written monthly reports to the Joint Panel on the progress of participants.
- b. Attend meetings of the Panel as requested by the Panel.
- c. Keep a log of all activities, observations and recommendations made to each participant.
- d. Keep the Panel informed through written appraisals of participants who are not making satisfactory progress.
- e. Provide the Joint Panel with final reports documenting the progress of participants.

C. PROGRAM PARTICIPATION

Participants in the Peer Assistance and Review Program shall come from the following groups of certificated staff. With the exception of Group I, participation in the PAR program shall be based on the availability of Peer Assistants as determined by the Joint Panel.

Group I: Permanent Teachers Determined to be in need of assistance:

Permanent teachers who receive an "Unsatisfactory" rating on standards I through V of the SUHSD Certificated personnel Evaluation form must be assigned as participants to the program. Group I teachers shall receive first priority in the assignments of Peer Assistants. Group I participants may select the Peer Assistant they choose to work with based on availability as determined by the Joint Panel.

Group II: Permanent Teachers Voluntarily Requesting Assistance:

Permanent teachers who are not required to be part of the Peer Assistance and Review Program but who voluntarily request assistance will receive second priority. The PAR program may serve a maximum number of Group II teachers as determined by the Joint Panel on an annual basis. Voluntary participants may indicate a preference for the Peer Assistant with whom they wish to work.

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Group III: Non-Permanent Teachers Not Eligible for Assistance under BTSA

New teachers and second year teachers who do not have probationary status in the District shall be eligible for assistance under the Peer Review and Assistance Program based on availability of Peer Assistants as determined by the Joint Panel. Group III participants shall receive third priority. Group III participants may receive assistance in a group setting provided by Peer Assistants.

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Group IV: Probationary Teachers Eligible under the BTSA program

Probationary teachers eligible under the BTSA program shall receive fourth priority unless BTSA funding is used to support the Peer Assistance and Review program budget. If BTSA funding is used to support PAR, support for Group IV will be in proportion to the BTSA funding allocated to PAR. Group IV participants may receive assistance in a group setting provided by Peer Assistants.

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D. MANDATORY REFERRAL FOR PERMANENT TEACHERS

1. The mandatory referral process to the Peer Assistance and Review program shall begin when a permanent teacher receives an

Unsatisfactory rating on any one of Standards I-V on the Final Certificated Personnel Evaluation form.

2. The evaluation must be made by the principal or designee and must follow upon at least two formal observations. The principal shall make a referral to the Joint Panel in the spring after the final evaluation conference with the teacher. In the referral the principal shall submit copies of his/her evaluation documents, including reports of classroom observations, teacher responses to observations, and recommendations for improvement that were made to the teacher.
3. Any Unsatisfactory rating on Standards VI and VII shall not be subject to the Peer Assistance and Review process. The principal or designee may address a teacher's deficiencies in Standard VI or VII under Article X of the contract or with some other remedy as appropriate.

E. IMPLEMENTATION OF REVIEW PROCESS

1. The Joint Panel shall begin implementation of the Peer Assistance and Review process once the mandatory referral of a permanent teacher has been made. Before the beginning of the following school year, the Panel shall notify the participant by registered mail that he/she has been referred for PAR program intervention. The notification shall also provide the participant with a list of Peer Assistants who are available through the Program. The participant shall have ten (10) working days to submit a request for a particular Peer Assistant.
2. It is understood that every possible subject matter competency may not be available within the corps of Peer Assistants, and therefore, occasionally it shall be necessary to secure Subject Area Specialists to fully address identified deficiencies. In such cases, the Peer Assistant shall maintain primary responsibility for the Individual Improvement Plan.
3. Once the assignment of a Peer Assistant has been made, a conference shall be held to begin the development of the Individual Improvement Plan. The conference shall involve the Participant, the Peer Assistant, and the Participant's evaluator. At this conference the Participant shall have the right to request additional assistance if

needed. The Participant has the right to request union representation at this meeting.

4. It is expected that Participants shall receive assistance as described (in the Peer Assistant Duties section). The Peer Assistant shall share all written or verbal progress reports with the Participant at least once a month. Progress reports shall relate specifically to the Individual Improvement Plan approved by the Joint Panel. A monthly written report shall be forwarded to the Participant's evaluator and the Panel, including any progress reports from other individuals assisting the Participant.
5. Nothing in this section shall preclude the Participant's evaluator from making observations and evaluations or from communicating with the Participant regarding his/her fulfillment of professional obligations subject to the provisions of the contract.
6. By April 15th each Peer Assistant shall schedule a final conference with the participant and the evaluating administrator to go over the Peer Assistant's conclusions for the Individual Improvement Plan. The Peer Assistant shall then make a final report of progress to the Joint Panel under the Individual Improvement Plan. The Participant shall have the opportunity to appear before the Joint Panel in response to this final report of progress. The Peer Assistant's report may include input from any individual providing additional assistance to the participant under the Individual Improvement Plan.
7. In general the period of peer assistance shall be for up to two full school years. After each year of peer assistance, based on the report of progress from the Peer Assistant and the response of the participant the Joint Panel may report to the participant, the Superintendent and the Board of Trustees that:
 - a. The participant has demonstrated satisfactory progress in the instructional areas of evaluation where improvement was needed, and should return to the regular evaluation process, or;
 - b. Satisfactory progress has not been made, but that the participant is making progress, and that the intervention should be extended for another year, or;
 - c. After two full school years of peer assistance, if the Joint Panel does not believe progress has been made, or that further assistance

or remediation will not be successful, with documented reasons to support this conclusion, the District may then initiate dismissal proceedings, continue to employ the teacher, or issue a Notice of Unsatisfactory Performance pursuant to the provisions to the Contract and the Education Code.

8. The discussions of the Joint Panel regarding the intervention shall be closed and confidential. Its decision shall be based on classroom performance, information provided by the Peer Assistant, the participant, the evaluating administrator, and a representative from the Salinas Valley Federation of Teachers.

F. DUE PROCESS RIGHTS OF PARTICIPANTS:

1. The participant teacher who has received a mandatory referral to Peer Assistance shall have the right to submit a written statement to the Joint Panel before the meeting in which his/her referral is discussed.
2. The participant teacher shall be entitled to review all reports generated by the Peer Assistant prior to their submission to the Joint Panel and to have attached a response. The Peer Assistant shall provide the participant with copies of such reports at least five (5) days prior to submission.
3. The participant shall have the right to be represented by the Federation at any meetings of the Joint Panel to which he or she is called and shall have a reasonable opportunity to present his/her point of view concerning any report being made.
4. The decision to refer a permanent teacher for intervention through the PAR program shall not be subject to the grievance procedure.
5. The participant in an intervention shall have the right to timely reports of progress being made.
6. The participant shall have the right to present, in writing, reasons why a Peer Assistant should be replaced and another Peer Assistant substituted, and to have those reasons considered.
7. The record of this intervention may be sealed in the personnel file after a period of four (4) years.

8. This program in no way diminishes the legal or contractual rights of bargaining unit members.

G. VOLUNTARY ASSISTANCE TO PERMANENT TEACHERS

Permanent teachers desiring assistance in improving their practice and who are not subject to the provisions of the mandatory referral process may apply to the Joint Panel for assistance as voluntary participants on a confidential basis. The Joint Panel shall have the authority to accept or reject such requests.

H. ASSISTANCE TO FIRST-YEAR AND SECOND-YEAR TEACHERS

1. It is the intent of the District and the Federation to explore the possibility of extending the services of the PAR program to first-year and second-year teachers.
2. The resources of the PAR program not required for assistance of participants in the Permanent teacher intervention component or for voluntary assistance for permanent teachers shall be used to develop instruction, training and review for first- and second-year teachers. The funding allocated by the State shall have uses determined by the Joint Panel. In no case shall the cost of the program exceed the finding allocated by the State of California for this program or the added allocation of the BTSA programs, should they become available to the District.
3. It is the intent of the District and the Salinas Valley Federation of Teachers to make the Peer Assistance and Review process a subject of future negotiations.