

1 **ARTICLE 20 : PEER ASSISTANCE AND PEER REVIEW (PAR)**

2 **Purpose:**

3 The Association of Colton Educators and the Colton Joint Unified School District are
4 continuously striving to provide the highest possible quality of education. In order for
5 students to succeed in learning, teachers must succeed in teaching. Teachers are viewed
6 as valuable professionals who deserve to have the best resources available provided to
7 them in the interest of achieving and maintaining successful performance. Therefore, the
8 parties agree to cooperate in the design and implementation of a program to improve the
9 quality of instruction through expanded and improved professional development and peer
10 assistance for permanent teachers.

11 **Section 20.1 Participating Teachers** are permanent unit members with a clear credential
12 who receive peer assistance and coaching to improve instructional skills, classroom
13 management, knowledge of subject, and related aspects of teaching performance.

14 **Section 20.2 Consulting Teachers** are exemplary teachers meeting the requirements of
15 section 20.7 who are selected by the Educator Support Committee to provide peer
16 assistance to a Participating Teacher in the Peer Assistance and Review Program (PAR).

17 **Section 20.3 Evaluator** – is an administrator appointed by the District to evaluate a
18 certificated teacher.

19 **Section 20.4 Peer Assistance and Review Program Components.** There are two (2)
20 categories of Participating Teacher: Referred Participating Teacher and Volunteer
21 Participating Teacher.

22 a. **Referred Participating Teacher** – a permanent unit member who has received an
23 unsatisfactory final evaluation in the areas of teaching methods and instruction.

- 24 1. A Referred Participating Teacher shall have input on the selection of his/ her
25 Consulting Teacher. A Referred Participating Teacher may request a
26 change within ten (10) work days after receiving the selection. The Educator

1 Support Committee shall make final decisions on assignment of Consulting
2 Teachers.

3 2. All communication between the Consulting Teacher and the Referred
4 Participating Teacher shall be confidential and without written consent of the
5 Referred Participating Teacher, shall not be shared with any others, except
6 the Educator Support Committee.

7 3. The Referred Participating Teacher has the right to be represented at any
8 Educator Support Committee meeting throughout these procedures by an
9 Association representative.

10 b. **Volunteer Participating Teacher** – a permanent unit member who voluntarily
11 seeks to improve his/her teaching performance through peer assistance.
12 Participation is for peer assistance only and the Consulting Teacher shall not
13 document and/or participate in any performance review of the Volunteer
14 Participating Teacher. The Volunteer Participating Teacher may terminate
15 participation in the PAR Program at any time. A teacher who has entered the
16 program voluntarily may be involuntarily placed in the program in the event the
17 teacher receives an unsatisfactory final evaluation as described above. Volunteer
18 Participating Teachers shall be given assistance if sufficient Consulting Teachers
19 are available.

20 1. A Volunteer Participating Teacher shall select a Consulting Teacher from
21 the panel of Consulting Teachers provided by the Educator Support
22 Committee. A Volunteer Participating Teacher may request a change at any
23 time.

24 2. All communication between the Consulting Teacher and a Volunteer
25 Participating Teacher shall be confidential, and without the written consent
26 of the Volunteer shall not be shared with others, including the site principal,
27 evaluator or the Educator Support Committee.

1 **Section 20.5 Program Process for a Referred Participating Teacher**

2 a. When a teacher is evaluated in accordance with Article 10 Evaluations, and the final
3 evaluation summary mandates the teacher be placed into the PAR program, the following
4 process shall be followed:

5 1. A Consulting Teacher shall be chosen by the Educator Support Committee to
6 coach and mentor the Referred Participating Teacher for the entire school year. The
7 Referred Participating Teacher shall have input on the selection of the Consulting Teacher.

8 2. Within the first 30 calendar days of the school year, the Referred Participating
9 Teacher and the Consulting Teacher shall meet and consult with the evaluating
10 administrator who completed the final evaluation summary which mandated the teacher to
11 PAR to review the areas that were unsatisfactory, and discuss a plan to address the
12 specific areas. The goals of the resulting support plan shall include, but not be limited to,
13 specific training activities and classroom observations in the teaching/instructional areas
14 and to discuss a plan to address the unsatisfactory areas identified on the summary
15 evaluation.

16 3. A Consulting Teacher shall be provided up to a maximum of fifteen (15) hours
17 release time per Referred Participating Teacher served.

18 4. The Consulting Teacher shall meet with the Referred Participating Teacher to
19 discuss the PAR Program, establish mutually agreed upon performance goals, develop the
20 PAR support plan and develop a process for determining successful completion of the
21 program. Such support plans must be approved by the Educator Support Committee.

22 5. The Consulting Teacher shall conduct observations of the Referred Participating
23 Teacher during classroom instruction. A minimum of two (2) observations per semester
24 shall be conducted. Observations shall be at least 20 minutes in length.

25 6. The Consulting Teacher shall conduct post-observation conferences with the
26 Referred Participating Teacher. During each conference, the Consulting Teacher shall
27 provide to the Referred Participating Teacher an information feedback form to measure

1 progress.

2 7. A classroom observation by at least one (1) Association member and one (1)
3 Administrator from the Educator Support Committee shall be conducted, and a minimum of
4 one (1) observation per semester shall be conducted. The observing members shall
5 conduct post-observation conferences with the Referred Participating Teacher and
6 Consulting Teacher. During each conference, the observing members shall provide to the
7 Referred Participating Teacher an information feedback form to measure progress.

8 8. The Consulting Teacher shall submit a mid-year report to the Educator Support
9 Committee on the Referred Participating Teacher's progress no later than December 1st.

10 9. The Consulting Teacher shall complete and submit a final report of the Referred
11 Participating Teacher's progress in meeting the goals of the support plan to the Educator
12 Support Committee no later than May 1st. The final report shall include the assistance
13 provided and a statement of the Referred Participating Teacher's progress with the plan. A
14 copy of the final report shall be provided to the Referred Participating Teacher.

15 10. The Educator Support Committee shall not act on the Consulting Teacher's
16 final report before ten (10) work days following the receipt of the report to allow the
17 Referred Participating Teacher sufficient time to submit a written response.

18 11. The final report of the Referred Participating Teacher's participation in the PAR
19 Program shall be submitted to Human Resources for placement in the personnel file, and
20 shall not be used in the formal evaluation by the site administrator of the Referred
21 Participating Teacher.

22 b. Should the final report conclude that the Referred Participating Teacher did not make
23 adequate progress in the PAR Program, the following process shall be followed:

24 1. The Educator Support Committee may submit a recommendation to the
25 Superintendent and/or Governing Board to authorize one (1) additional school year in the
26 PAR program.

27 2. If approved, the Referred Participating Teacher may receive additional services

1 which may include, but are not limited to:

- 2 a. An additional year of support from a Consulting Teacher.
- 3 b. Requirements to attend mandatory trainings, conferences, and/or
- 4 workshops related to the elements that were unsatisfactory.
- 5 c. Requirements to observe fellow colleagues, with permission.
- 6 d. An outside coach.

7 3. During the second year of peer assistance, the Consulting Teacher and Site
8 Principal shall consult and make a recommendation on which type of support the Referred
9 Participating Teacher shall receive. This recommendation is subject to the approval of the
10 Educator Support Committee.

11 **Section 20.6 Educator Support Committee**

- 12 a. The Educator Support Committee members and terms are defined in Article 19
13 Teacher Induction Program.
- 14 b. The Educator Support Committee oversees/coordinates the implementation of the
15 PAR program.
- 16 c. The duties of the Educator Support Committee related to the PAR Program shall be
17 as follows:
 - 18 1. Select the trainers and/or training providers for Educator Support Committee
19 Members and Consulting Teachers.
 - 20 2. Schedule and attend training(s).
 - 21 3. Establish its own rules and procedures, including the method for the
22 selection of a Chairperson by majority vote.
 - 23 4. Select Consulting Teachers.
 - 24 5. Make available initial and ongoing training for Consulting Teachers prior to
25 the Consulting Teachers' participation in the program.
 - 26 6. Make available the list of Consulting Teachers for selection by the Referred
27 Participating Teacher.

- 1 7. Make available the list of Consulting Teachers for input by the Volunteer
2 Participating Teacher.
- 3 8. Adopt Rules and Procedures to effect the provisions of this Article. Develop
4 forms necessary for Rules and Procedures. Adopted rules and procedures
5 shall be consistent with the terms of this article. To the extent that there is
6 an inconsistency, the terms of the Collective Bargaining Agreement shall
7 prevail.
- 8 9. Make available a copy of the adopted Rules and Procedures to all
9 bargaining unit members.
- 10 10. Establish and implement procedures for the application and selection of
11 Consulting Teachers, and for assessing the quality of services provided to a
12 Referred Participating Teacher.
- 13 11. Determine the number of Consulting Teachers in any school year, and the
14 amount of release time provided to Consulting Teachers based upon
15 participation in the program, the budget and other relevant considerations.
- 16 12. Review the final report prepared by the Consulting Teacher and make
17 recommendations to the Superintendent/Governing Board regarding the
18 Referred Participating Teacher's progress in the PAR program.
- 19 13. Approve PAR support assistance plans developed by Consulting Teachers
20 before implementation.
- 21 14. Accept or reject voluntary requests for assistance from bargaining unit
22 members based on criteria developed by the Educator Support Committee.
- 23 15. Make assignments of Consulting Teachers prior to the end of the school
24 year. Make assignments of other trainers for staff development needs as
25 the budget allows, with input from the Educational Services Division.
- 26 16. Develop an appeal process in regard to the application of this article. The
27 Educator Support Committee's decision shall be final.

1 17. Evaluate the effectiveness of the PAR program in order to make changes to
2 improve the program annually.

3 **Section 20.7 Consulting Teacher Requirements**

4 a. The qualifications for the Consulting Teacher shall be set forth in the Rules and
5 Procedures, with the following minimum qualifications:

- 6 1. Bargaining unit member with permanent status.
- 7 2. Possession of a California Clear teaching credential.
- 8 3. Exemplary full-time classroom teaching experience for the last five (5)
9 years.
- 10 4. Shall demonstrate exemplary teaching ability, as indicated by, among other
11 things, effective communication skills, subject matter knowledge, and
12 mastery of a range of teaching strategies necessary to meet the needs of
13 pupils in different contexts.

14 b. In applying for a position of Consulting Teacher, each applicant is required to
15 submit two (2) confidential references from individuals with specific knowledge of
16 his or her expertise, as follows:

- 17 1. A reference from a site principal or other administrator.
- 18 2. A reference from an Association representative.

19 c. Consulting Teachers shall be selected by a majority vote of the Educator Support
20 Committee following classroom observations by at least one (1) Association member
21 and one (1) administrator. Observations shall be at least 20 minutes in length in a
22 classroom.

23 d. The term of the Consulting Teacher shall be up to three (3) years, and may reapply
24 for additional terms.

25 e. Consulting Teachers shall receive a one-time per diem rate for the completion of
26 training during their off-track/summer period upon prior approval of the Educator
27 Support Committee.

- 1 f. Functions performed pursuant to this Article by bargaining unit employees shall not
2 constitute either management or supervisory functions. The Consulting Teacher
3 shall continue to have all rights of bargaining unit members.
- 4 g. Consulting Teachers shall have the responsibility for up to two (2) Referred
5 Participating Teachers. With approval of the Consulting Teacher, the Educator
6 Support Committee may assign up to two (2) additional Referred Participating
7 Teachers.

8 **Section 20.8 Budget Priorities and Considerations**

- 9 a. The District shall not be required to allocate funds for the program as set forth in
10 this Article.
- 11 b. In addition to the regular salary, a Consulting Teacher shall receive a stipend of
12 \$3,000 per Teacher served.
- 13 c. Bargaining unit members of the Educator Support Committee shall receive a
14 stipend of \$4,000.

15 **Section 20.9 Other Provisions**

- 16 a. Unit Members who function as Educator Support Committee or Consulting
17 Teachers under this document shall not be considered either management or
18 supervisory employees as defined by Government Code Section 3540.1(g) and (m).
- 19 b. The District shall defend and hold harmless individual Educator Support Committee
20 members and Consulting Teachers from any lawsuit or claim arising out of
21 performance of their duties under this PAR program as provided by the California
22 Tort Claims Act. The Association retains the right to participate in the litigation.
- 23 c. All proceedings and materials related to PAR evaluations, reports and other
24 personnel matters shall be strictly confidential. Therefore, Educator Support
25 Committee members and Consulting Teachers may disclose such information only
26 as necessary to administer this Article.
- 27 d. The program described in this article and the District's evaluation functions shall

1 operate independently of each other; however a cooperative relationship between
2 the principal and the Consulting Teacher is encouraged with respect to the process
3 of peer assistance and review. Nothing within this agreement or within the program
4 shall prohibit or limit the District and Governing Board from exercising its legal or
5 contractual rights regardless of the participation of a teacher within the program.
6 Such rights include, but are not limited to, the issuance of a notice of unsatisfactory
7 performance, issuance of a notice of intention to dismiss from employment,
8 administrative transfers, involuntary reassignment, and evaluation independently of
9 the program. Decisions and actions within the program are not binding on the
10 District nor the Governing Board.

11 e. This Article may be reopened at any time by mutual consent of the parties as
12 needed.

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