

## ARTICLE 22

### PEER ASSISTANCE AND REVIEW (PAR)

#### 22.1 Joint Committee (JC)

22.1.1 The Joint Committee shall consist of five (5) members. Three (3) shall be certificated classroom teachers who are chosen to serve by the Association. Two (2) shall be appointed by the District.

22.1.1.A All actions of the Joint Committee shall be taken by a vote of at least four (4) members.

22.1.1.B There shall be two (2) alternates (one (1) appointed by the Association and one (1) appointed by the District). An alternate will only serve in the absence of a regular member of the Joint Committee who was appointed by the party that named the alternate.

22.1.2 The Joint Committee shall establish its own meeting schedule. To meet, at least four (4) members of the Joint Committee must be present. Teachers who are members of the Joint Committee may be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, regular members the Joint Committee appointed by the Association shall receive at least a base stipend of \$2,000 per year. The Joint Committee may, at any time, meet and adjust their stipend in an amount not to exceed \$4,000. However, in no event shall the total amount of the stipends be increased to a level beyond twenty percent (20%) of the total funding for the program in any fiscal year.

22.1.3 The Joint Committee shall be responsible for the following:

22.1.3.A The Joint Committee shall administer the budget for the program which shall be developed by the District in consultation with the Joint Committee and approved by the Board.

22.1.3.A.1 This is a stand alone program, with no encroachment costs on the general fund. The program is dependent on continued funding from the State and will be discontinued when and if the funding is discontinued.

22.1.3.B Providing annual training for the Joint Committee members.

22.1.3.C Establishing its own meeting schedule, rules of procedure, including the method for the selection of a Chairperson.

- 22.1.3.D Selecting the panel of Consulting Teachers.
- 22.1.3.E Selecting training and/or training providers.
- 22.1.3.F Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- 22.1.3.G Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site principal.
- 22.1.3.H Making available a list of Consulting Teachers for selection by the Participating Teacher.
- 22.1.3.I Adopting Rules and Procedures to affect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 22.1.3.J Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
- 22.1.3.K Establishing a procedure for application as a Consulting Teacher.
- 22.1.3.L Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
- 22.1.3.M Reviewing the final report prepared by the Consulting Teacher and making the report available to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- 22.1.3.N Evaluating annually the impact of the PAR program in order to improve the program.
- 22.1.4 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 this Article.
- 22.1.5 The District agrees to indemnify and hold harmless, and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other

litigation arising from their participation in Peer Assistance and Review. The Association may retain the right to select its own attorney to represent it in such actions, at Association expense and would then maintain complete control of the litigation.

## 22.2 Volunteer Participating Teachers (VPT)

22.2.1 A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR program. Volunteer Participating Teachers must receive approval from the Joint Committee in order to participate. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

22.2.2 Except as provided by law, all communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

## 22.3 Referred Participating Teacher (RPT)

22.3.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation as per the standard Evaluation Article, Article 12.

22.3.2 A Referred Participating Teacher will select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested by the Participating Teacher or the Consulting Teacher and approved by the Joint Committee.

22.3.3 The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

22.3.4 The Referred Participating Teacher shall not be eligible for voluntary transfer while he/she remains in the program, except upon mutual agreement of the District and the Association.

## 22.4 Consulting Teachers (CT)

- 22.4.1 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 forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
- 22.4.1.A A credentialed classroom teacher with permanent status.
  - 22.4.1.B A minimum of five years classroom instruction in Chico Unified School District.
  - 22.4.1.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.
  - 22.4.1.D The Joint Committee may establish more criteria.
- 22.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
- 22.4.2.A A reference from a building principal or immediate supervisor.
  - 22.4.2.B A reference from an Association representative not on the Joint Committee.
  - 22.4.2.C A reference from another classroom teacher.
- All applications and references shall be treated with confidentiality.
- 22.4.3 A list of qualified Consulting Teachers will be created following classroom observations and interviews by members of the Joint Committee. By a majority vote of the Joint Committee, Consulting Teachers will be activated as needed from the list.
- 22.4.4 A Consulting Teacher shall be provided release time as needed and as approved by the Joint Committee. If the Consulting Teacher works outside of his or her day for purposes other than working with individual RPTs, s/he shall be remunerated at his or her per diem hourly rate, if approved by the Joint Committee. The term of the Consulting Teacher may, upon approval of the Joint Committee, be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher, unless the

Association agrees in writing to the contrary; such agreement shall not be unreasonably withheld.

- 22.4.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a base stipend of \$1,500, which may include training with Voluntary Participating Teacher activities and staff development. In addition, a Consulting Teacher will receive \$1,500 per Referred Participating Teacher, up to a maximum of two teachers. The Joint Committee has authority to adjust the annual stipend in an amount not to exceed \$4,500.
- 22.4.6 A Consulting Teacher may not be released for more than 40% of his or her regular assignment. Upon completion of his or her service as a released time Consulting Teacher, a teacher shall be returned to his or her regular assignment.
- 22.4.7 The number of Participating Teachers for whom a Consulting Teacher may have responsibilities shall be determined by the Joint Committee. Each Referred Participating Teacher shall receive no less than twenty (20) hours of assistance per semester from the Consulting Teacher. 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.
- 22.4.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program in accordance with Education Code Sections 44500, *et seq.*
- 22.4.9 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 22.4.10 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written and/or oral reports to the Referred Participating Teacher for discussion and review.
- 22.4.11 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the objectives of the Goal Setting Agreement have been completed. At that point, the Consulting Teacher shall prepare a Final Report and submit that Final Report to the Joint Committee. This Final Report shall, in general, be prepared no later than twelve (12) months following the date of the Referred Participating Teacher's referral.

to this Peer Assistance and Peer Review Program. With agreement from the Joint Committee, this twelve-month period may be extended in six-month increments. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her comment before it is submitted to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response to the Final Report. 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. The Referred Participating Teacher's signing of the Final Report does not necessarily mean agreement, but only that he or she has received a copy of the Final Report.

22.4.12 The Referred Participating Teacher's Final Report on program participation shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

22.4.13 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Review. The Consulting Teacher may choose to retain his or her right to select his or her own attorney to represent him or her in such actions, at his or her own expense.

22.4.14 The terms of the PAR Program may be open to renegotiation at the request of either party.

22.5 Liaison

The Liaison is a teacher at each school site who will be the first line of communication between the Joint Committee and certificated personnel. The Liaison will distribute information to certificated mailboxes, promote PAR services, share PAR successes, and provide information to teachers interested in becoming Consulting Teacher Applicants and Volunteer Participating Teachers.

22.5.1 The Joint Committee will choose the Liaison from applicants who write a paragraph explaining why they are applying for this position.

22.5.2 The stipend for liaison will be based on the number of teachers at the school.

<b>Teachers</b>	<b>Stipend</b>
1-15	\$250
16-32	\$500
33-70	\$600

71-UP	\$700
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22.5.3 The Liaison will not be chosen if currently serving as a Consulting Teacher, or if currently participating as an RPT or Joint Committee member.

22.6 New Teacher Assistance

22.6.1 General, non-evaluative assistance to new teachers may be given by specific Consulting Teachers designated to be New Teacher Assistance Providers (NTAP). These individuals shall apply specifically for these positions and shall be selected in the same manner that other Consulting Teachers are selected.

22.6.2 Assistance Programs, including projected budgets, shall be designed and submitted to the Joint Committee and to the Director of Staff Development and Categorical Programs for approval.

22.6.3 These NTAPs shall be remunerated at the rate of \$35 per hour for any work done outside of their regular work day or, NTAP's may be provided release time in order to assist their new teachers.