

Article 16
TEACHER SUPPORT PROGRAMS

16.1 DISTRICT PARTICIPATION IN THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM

16.1.1 The District shall participate in the BTSA Program as authorized by Education Code Section 44279.1 – 44279.7. Participation will be to the extent that separate and distinct funds are provided by the State of California. Participation may be curtailed, reduced or limited to enabling program legislation and funds provided for the BTSA Program.

16.1.2 FUNDING

16.1.2.1 This program shall be implemented only to the extent that special funding from the State is provided. It is understood the funding shall include the mentor stipend, release-time costs, administrative costs and all other costs created by the Mentor Program. If the funding is decreased at any time during the life of the program, the program will be decreased proportionally.

16.1.3 SELECTION COMMITTEE

16.1.3.1 The nominees for BTSA Support Providers shall be screened by a selection committee composed of the certificated bargaining unit members and members of the administration.

16.1.3.2 The selection committee will be composed of seven (7) members with at least four (4) of them being certificated bargaining unit members.

16.1.3.3 The certificated bargaining unit members shall select the certificated bargaining unit selection committee members by a secret ballot election to be conducted by the Association. The selection committee will be composed of a single representative from four (4) school sites. The four (4) school sites will be determined alphabetically, rotated each year by descending alphabetical order. For example: committee representatives will be from the following sites – Year 1: Antelope Valley, Desert Winds, Highland, Lancaster; Year 2: Desert Winds, Highland, Lancaster, Littlerock; Year 3: Highland Lancaster, Littlerock, Palmdale.

16.1.3.4 The administrators who will serve on the committee will be selected in accordance with applicable law.

16.1.3.5 The selection committee membership shall be determined no later than April 1st of any year. All committee members may serve for a term of three (3) years. The members of the initial committee shall serve staggered terms as determined by the Association prior to the first election.

16.1.3.6 Whenever possible, the committee shall meet during the regular work hours of the bargaining unit members. In the event the committee meetings are scheduled outside of such regular work hours, bargaining unit members working thirty (30) minutes or more shall be compensated at the contracted hourly rate. In any event, however, committee meetings shall be scheduled by consensus of the committee.

16.1.3.7 District-approved committee expenses incurred by members of the committee including, but not limited to, travel for classroom observation and meals for after-hours meetings shall be compensated for actual and necessary expenses.

- 16.1.3.8 The selection committee shall seek applications for the BTSA Support Provider from the eligible certificated employees.
- 16.1.3.9 The selection committee shall operate under such rules as it may adopt by a majority vote to regulate its procedural process or by Roberts Rules of Order. A majority vote shall mean at least seven (7) members voting in favor.

16.1.4 APPLICATIONS AND SELECTION OF SUPPORT PROVIDERS

- 16.1.4.1 Applications will be made using forms developed for this purpose. The committee will make them available at each school site and on the network.
- 16.1.4.2 Written applications for BTSA Support Providers shall be submitted to the selection committee at least one week prior to interviews.
- 16.1.4.3 The selection committee shall choose nominees by a majority vote for recommendation to the Board of Trustees.
- 16.1.4.4 The selection committee shall evaluate and screen the nominees and make appropriate recommendations to the Superintendent no later than 7 days after the final interview.
- 16.1.4.5 The Board of Trustees will select BTSA Support Providers for the following year by the first Board meeting in June of each year.
- 16.1.4.6 The Board of Trustees shall consider for BTSA Support Providers only those who are recommended by the selection committee through the procedures set forth in this Article.
- 16.1.4.7 The Board of Trustees may reject any recommended nominee.
- 16.1.4.8 No member of the selection committee as an individual shall have access to the personnel file of any applicant. An application, however, shall include written consent by the applicant for the release of appropriate personnel file information when required by the committee. The deliberations of the committee shall be considered confidential and all individuals involved are precluded from releasing confidential information to others not involved in the selection process.
- 16.1.4.9 Members of the selection committee may make classroom observations of the candidate at a mutually agreed upon time as one part of the selection process. Committee members, upon approval of the site administrator, shall be given release time to participate in such observation. Such release time shall be paid for only from funds provided by the State for such purpose within the BTSA Program.
- 16.1.4.10 Methods of indirect observation, such as taping or videotaping, shall not be used except with the express written consent of the applicant.
- 16.1.4.11 All certificated employees who meet the minimum qualifications (16.1.5) are eligible for designation as a BTSA Support Provider. If a member of the selection committee applies, he/she shall resign from the selection committee before the review and selection process begins.
- 16.1.4.12 All documents required shall be submitted to the Selection Committee Chair on or before the established deadline.

16.1.5 MINIMUM QUALIFICATIONS FOR A BTSA Support Provider

To be eligible to be a BTSA Support Provider, an applicant must:

- 16.1.5.1 Be a credentialed member of the bargaining unit with permanent status at the time of assumption of duties as a BTSA Support Provider.
- 16.1.5.2 Have at least three (3) years of teaching experience within the last six (6) years.
- 16.1.5.3 Have demonstrated exemplary teaching ability including, among other things:
 - Effective communication skills,
 - Subject matter knowledge,
 - Mastery of a wide-range of teaching strategies necessary to meet the needs of pupils in different contexts,
 - Strong interpersonal skills,
 - Teaching experience within a culturally diverse setting,
 - Recognition of beginning through advanced levels of teaching skills,
 - Committed to supporting and working with new teachers,
 - Knowledge of the California Standards for the Teacher Profession.
- 16.1.5.4 Agree to complete the California Formative Assessment and Support System for Teachers (CFASST) training throughout the year. Failure to complete this training will result in dismissal from the program.

16.1.6 TERM OF SERVICE, HOURS AND COMPENSATION OF BTSA SUPPORT PROVIDERS

- 16.1.6.1 Each employee designated by the Board of Trustees, as a BTSA Support Provider shall work the regular workday of other unit members. However, BTSA Support Providers shall perform up to the equivalent of seventy (70) hours per assigned BTSA Participant in excess of the regular work year in addition to any release time provided. This includes a total of 35 hours of training time. All services for the regular workday and regular work year shall be mutually determined by the BTSA Support Provider and the BTSA Program Administrator.
- 16.1.6.2 In addition to the regular annual salary and all other benefits provided by this contract, BTSA Support Providers shall be compensated at a rate established by annual State funding. Stipends shall be reduced in pro rata fashion for service less than the contract year.
- 16.1.6.3 In addition to non-instructional time (such as conference/preparation periods) *BTSA Support Providers* may be granted release time for the purpose of assisting BTSA Participants as well as Staff and Curriculum Development.

- 16.1.6.4 The BTSA Support Provider shall serve for a term of three years. Upon completion BTSA Support Provider may reapply, be reviewed, and be re-nominated. Should a Support Provider wish to resign before serving a second year, that resignation shall be submitted to the Program Administrator by April 1st.
- 16.1.6.5 A BTSA Support Provider may be reappointed after serving three (3) years only if he/she has reapplied for consideration and has proceeded through the review and selection process.
- 16.1.6.6 The selection committee dates of service are established as:
 - 16.1.6.6.1 Election or selection by the appropriate component of the committee's representatives prior to April 1. Vacancies will be filled by the process in Section 16.1.3.1 through 16.1.3.4.
 - 16.1.6.6.2 The selection committee receives, reviews, and selects nominees prior to May 31.
 - 16.1.6.6.3 The Board of Trustees selects BTSA Support Providers by the first Board meeting in June.
 - 16.1.6.6.4 The BTSA Support Provider begins service on July 1st of the year of service and remains in the program until June 30th in the year the term expires.

16.1.7 DUTIES OF THE BTSA SUPPORT PROVIDER

The BTSA Support Provider:

- 16.1.7.1 May provide staff development for teachers and others at a school.
- 16.1.7.2 May provide District-wide staff development.
- 16.1.7.3 Shall be supervised by the BTSA Program Administrator.
- 16.1.7.4 Shall keep a log on the appropriate form, which will be turned in to the program director before the completion forms shall be signed.
- 16.1.7.5 Shall develop a sustaining and thoughtful mentoring relationship with each BTSA Participant, characterized by openness, sharing, and reflection.
- 16.1.7.6 Shall maintain confidentiality and discretion about BTSA Participants. Establishing trust is a primary requirement. This is a non-evaluative project.
- 16.1.7.7 Shall provide appropriate individualized assistance and support for each BTSA Participant assigned. Shall develop goals with each BTSA Participant with the use of the Individual Induction Plan (IIP) and other CFASST assessment components. Shall assist the teacher in making periodic adjustments to the IIP after receiving feedback from formative assessments and similar sources. Shall assist teachers in developing and maintaining the individual portfolio to be used in the formative assessment process. Shall work with BTSA Participants to implement local BTSA Program activities, including support, professional development and CFASST, as set out in the program design.

- 16.1.7.8 Shall provide on-site support to the BTSA Participants by providing guidance, assistance, and information that builds on pre-service education and leads the BTSA Participant to effective professional practice.
 - 16.1.7.9 Shall collaborate with AVUHSD LTT Advisory Team and other support-provider teachers to help improve the BTSA Program.
 - 16.1.7.10 Shall participate in all professional development activities for support providers.
 - 16.1.7.11 Shall attend all CFASST Training, and additional BTSA training not to exceed 5 days throughout each school year. This will be counted toward the 70 hours per BTSA Participant if outside the regular workday and done in a non-paid or non-release time status. Failure to complete this training will result in dismissal from the program.
 - 16.1.7.12 Shall attend all BTSA Support Provider meetings and the Beginning Teacher Orientation in August.
 - 16.1.7.13 May utilize 9 release days for the BTSA Program.
 - 16.1.7.14 Shall meet informally a minimum of once per week with BTSA Participants and formally at least once a month with BTSA Participants.
 - 16.1.7.15 Shall confer with experienced colleagues and local school teacher as appropriate to assist with BTSA Participant support.
 - 16.1.7.16 Shall participate in the program evaluation process.
 - 16.1.7.17 Shall comply with BTSA Program reporting procedures.
 - 16.1.7.18 Shall have no authority over any other teacher by virtue of his/her position as a Support Provider.
 - 16.1.7.19 Shall not perform any administrative duties.
- 16.1.8 GENERAL PROVISIONS FOR SUPPORT PROVIDERS
- 16.1.8.1 No expense required by the operation of this program shall be budgeted or charged to the general fund.
 - 16.1.8.2 All release time required or otherwise provided by the operation of the BTSA Program shall be covered by certificated personnel or administrative budget.
 - 16.1.8.3 Use of program funds will include release time, travel, supplies, conference attendance, as well as other appropriate expenditures.
 - 16.1.8.4 In addition to release time provided in 16.1.8.2, the Support Provider may, at his/her own option, use any or all of his/her stipend to purchase additional release time for purposes of professional growth. The BTSA Program Administrator must approve this time. Such time shall be purchased at the regular substitute rate.

- 16.1.8.5 In no event shall Support Providers have access to, or participate in, the evaluation of any member of the bargaining unit. Nor shall any oral or written documentation developed by the Support Provider, while assisting another unit member, be used by that unit member's evaluator in his/her evaluation, any hearing or any other disciplinary action.
- 16.1.8.5 Support Providers shall not be exempt from any extra-duty assignments or staff meetings required of any other member of the bargaining unit, nor shall he/she by virtue of appointment as a Support Provider be exempted from liability to layoff.
- 16.1.8.6 Arrangements for release time for Support Providers and/or selection committee members shall not be such as to increase class size, teacher/pupil ratio, or extra-duty assignments for other teachers.
- 16.1.8.7 Support Providers may be terminated from the BTSA Program for unsatisfactory service at any time. Pay will be prorated based on services rendered.
- 16.1.8.8 A Support Provider may resign from the BTSA Program by mutual agreement between the Support Provider and the BTSA Program Administrator.
- 16.1.8.9 Evaluation of the Support Provider will be a District evaluation separate from the Support Provider's regular evaluation and it shall be based on the duties of the Support Provider listed in 16.1.7. The Support Provider may be evaluated on these responsibilities utilizing 'Option B' evaluation format. The BTSA Program Administrator and Support Provider will meet at mutually agreeable times for evaluation purposes.
- 16.1.8.10 The BTSA Program Administrator shall be responsible for the annual evaluation of Support Providers.
- 16.1.8.11 Each Support Provider shall develop an Individual Support Plan; submit one reflective progress report and a final self-evaluation shall be submitted by April 30th.
- 16.1.8.12 The BTSA Program shall not affect transfer and reassignment rights and obligations.
- 16.1.8.13 The Support Provider is expected to perform services throughout the school year, he/she shall receive one-quarter (1/4) of the stipend payment according to the quarterly payment schedule determined by Business Services.

16.2 PEER COACHES FOR THE PRE-INTERN AND INTERN PROGRAM

16.2.1 APPLICATIONS AND SELECTION OF PEER COACHES

- 16.2.1.1 Applications will be made using forms developed for this purpose and will be available at each school site and on the network.
- 16.2.1.2 Written applications for Peer Coaches shall be submitted to the site Peer Coach selection panel at least one week prior to the interviews.
- 16.2.1.3 The site selection panel shall establish a Peer Coach pool at each site to accommodate present and future identified Pre-Interns.
- 16.2.1.4 Each site Peer Coach selection panel will establish a process timeline for selecting Peer Coaches.

16.2.2 MINIMUM QUALIFICATIONS FOR A PEER COACH

To be eligible to be a Peer Coach, an applicant must:

- 16.2.2.1 Be a credentialed member of the bargaining unit with permanent status at the time of assumption of duties as a Peer Coach.
- 16.2.2.2 Have at least three (3) years of teaching experience within the last six (6) years.
- 16.2.2.3 Have demonstrated exemplary teaching ability including, among other things:
 - Effective communication skills,
 - Subject matter knowledge,
 - Mastery of a wide-range of teaching strategies necessary to meet the needs of pupils in different contexts,
 - Strong interpersonal skills,
 - Teaching experience within a culturally diverse setting.
 - Recognition of beginning through advanced levels of teaching skills,
 - Commitment to supporting and working with new teachers,
 - Knowledge of the California Standards for the Teaching Profession.

16.2.3 DUTIES OF THE PEER COACH

The Peer Coach:

- 16.2.3.1 Shall provide ongoing formal and informal support and assistance for 1-3 (maximum) Pre-Interns.
- 16.2.3.2 Shall attend District Peer Coaching training 2 release days annually.
- 16.2.3.3 Shall meet weekly with assigned Pre-Intern(s). Group meetings are acceptable.
- 16.2.3.4 Shall assist Pre-Intern(s) in the development of an Individual Instruction Plan (for completion of the subject area requirement).
- 16.2.3.5 Shall complete a minimum of one classroom observation of each assigned Pre-Intern, quarterly.
- 16.2.3.6 Shall provide information to and engagement in reflective conversations with assigned Pre-Interns.
- 16.2.3.7 Shall have not authority over any other teacher by virtue of his/her position as a Peer Coach.
- 16.2.3.8 Shall not perform any administrative duties.

16.2.4 GENERAL PROVISIONS FOR THE PEER COACH

- 16.2.4.1 In no event shall Peer Coaches have access to, or participate in, the evaluation of any member of the bargaining unit. Nor shall any oral or written documentation developed by the Peer Coach while assisting another unit member, be used by that unit member's evaluator in his/her evaluation, any hearing or any other disciplinary action.

- 16.2.4.2 Peer Coaches shall not be exempt from any extra-duty assignments or staff meetings required of any other member of the bargaining unit, nor shall he/she by virtue of appointment as a Peer Coach be exempted from liability to layoff.
- 16.2.4.3 Arrangements for release time for Peer Coaches and/or selection committee members shall not be such as to increase class size, teacher/pupil ratio, or extra-duty assignments for other teachers.
- 16.2.4.4 Peer Coaches maybe be terminated from the Pre-Intern Program for unsatisfactory service at any time. Pay will be prorated based on services rendered.
- 16.2.4.5 If a Peer Coach is terminated, he/she may appeal to the Peer Coach selection panel.
- 16.2.4.6 Compensation shall be \$1,000 annually per Pre-Intern, with responsibility for maximum of 3 Pre-Interns.
- 16.2.4.7 Peer Coaches will determine the number of Pre-Interns they will support up to the maximum.

16.2.5 PROVISIONS FOR PEER COACHES WORKING WITH INTERNS

- 16.2.5.1 Peer Coaches who work with University Interns shall participate in the Peer Coaching training provided by the participating university in lieu of the District provided Peer Coaching training.
- 16.2.5.2 Individual interns shall select their own Peer Coaches as long as the Peer Coach has met the minimum qualifications as defined by section 16.2.2 of this agreement.

16.3 PEER ASSISTANCE AND REVIEW PROGRAM

It is the intent of the Antelope Valley Union High School District (District) and the Antelope Valley Teachers Association (Association) to establish a Teacher Peer Assistance and Review Program (PAR) to allow exemplary teachers to assist teachers in need of development in subject matter knowledge and/or teaching strategies. The District and the Association believe that it is imperative that the District's teachers provide the highest possible quality of education. Teachers recommended to the 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. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the implementation and operation of a program in order to improve the quality of instruction of the children of the District.

Between July 1, 1999 and June 30, 2000, the District shall notify the State Superintendent of Education that it plans to implement the Peer Assistance and Review Program pursuant to AB1 on July 1, 2000. Effective July 1, 2000, the District shall implement the PAR Program (the Program) as follows:

16.3.1 The Joint Review Panel

- 16.3.1.1 Composition and Selection The Joint Review Panel shall consist of seven (7) members. The majority of the Joint Review Panel shall be composed of certificated classroom teachers. Teacher members of the Joint Review Panel will include the AVTA President, or designee, and three (3) members selected by the Association. The remainder of the Joint Review Panel shall be composed of administrators chosen to serve on the Joint Review Panel by the Superintendent [Ed Code 44502(b)]. Selection of the teacher seats on the Joint Review Panel shall take place between April 1st and May 15th of the school year preceding the year in which a vacancy occurs.

- 16.3.1.2 Terms of Office Two (2) of the initial teacher Joint Review Panel members shall serve a term of 3 years and one will serve a term of two (2) years. Thereafter, each teacher Joint Review panel member shall serve for a term of three (3) years. Once a Joint Review Panel member has served a full term they must take a year off before serving again. For the first year, teacher Joint Review Panel members will draw lots to see who will serve the three-year term and who will serve the two-year term.
- 16.3.1.3 Vacancies If any one of the original teachers selected cannot complete their term AVTA will select a new teacher panel member within 30 days. If one of the original teacher Joint Review Panel members cannot complete their term the alternate will finish the unfilled term. Administrative positions will be filled with a new appointee within 30 days.
- 16.3.1.4 Schedule of Meetings The Joint Review Panel shall establish its own meeting schedule. To hold meetings, all five members of the Joint Review Panel must be present. Such meetings shall take place during the regular teacher workday and substitutes will be provided. Teachers who are member of the Joint Review panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. For meetings outside the contract day or year, teacher Joint Review Panel members shall be compensated at the contractual hourly rate (Appendix D, 6.2).
- 16.3.1.5 Training All members must complete training offered by the District in the PAR process. Should the training occur outside the normal workday teachers will be compensated at the contractual hourly rate (Appendix D, 6.2).

16.3.2 Joint Review Panel Responsibilities

The Joint Review Panel shall be responsible for:

- Establish its own rules of procedure and operation.
- Selecting Consulting Teachers.
- Providing annual training for the Joint Review Panel members.
- Selecting trainers and/or training providers.
- Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- Sending written notification of participation in the Peer Assistance and Review Programs to the participating teacher, the Consulting Teacher, and the site principal.
- Making available the name of Consulting Teachers for selection by the participating teacher.
- Developing recommendations for staff development activities within the State Peer Assistance and Review Program funding guidelines.
- Adopting Rules and Procedures, either by consensus or majority vote, to effect the provisions of this Article. The Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- Distributing a copy of the adopted Rules and Procedures to all bargaining unit members and administrators during the month of September of each school year.
- Establishing a procedure for application as a Consulting Teacher.
- Establishing a Consulting Teacher Application
- Determining the number of Consulting Teachers in any school year based upon participation in the program, the budget available and other relevant considerations.
- Supervising Consulting Teachers
- Reviewing the final report prepared by the Consulting Teacher and making written recommendations to the Governing Board regarding the referred participating teacher's progress in the program.

- Evaluating annually the impact of the Peer Assistance and Review program in order to improve the program.
- Submitting written recommendations to the Board regarding improvement of the program.
- The Joint Review Panel will review the disbursement of all funds generated by PAR.
- The Joint Review Panel will make written recommendations to the Board of Trustees regarding the disbursement of all funds generated by PAR.

16.3.2.1 Confidentiality All materials related to evaluators, reports and other personnel matters, which are created, or reviewed by the Joint Review Panel pursuant to the Program, shall be strictly confidential. Therefore, Joint Review Panel members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions [Ed Code 44500(7), 44662(d)]: In the case of Involuntary Participants, the site administrator will, after completing his/her evaluation, receive and use peer review reports prepared by Consulting Teachers, recommendations prepared by the Joint Review Panel and/or overall assessments of participation in the Program as part of subsequent performance evaluations of an Involuntary Participant and in connection with employment decisions relating to the participant.

16.3.2.2 Indemnity The District agrees to indemnify and hold harmless and provide a defense to the Association, any Consulting Teacher, and any Association-selected members' of the Joint Review Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Associations or its selected-members participation in Peer Assistance and Review program. Teachers who provide assistance and review 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 1 of the Government Code.

16.3.2.3 Non-Management/Supervisory Status
Functions performed by teacher Joint Review Panel members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision (g) or (m) of section 3540.1 of the Government Code.

16.3.2.4 It is agreed that PAR funds in excess of those needed for the PAR Program may be used in order to fund BTSA, Intern and Pre-Intern programs for beginning teachers.

16.3.3 Consulting Teachers A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications [Ed Code 44502(c)].

16.3.3.1 Duties Consulting Teachers shall provide assistance to Participating Teachers pursuant to the Program.

16.3.3.2 Qualifications

- Credentialed classroom teacher with permanent status.
- Substantial recent experience in classroom instruction which shall be not less than 5 years in the last 7 (unless waived by the Joint Review Panel).
- Demonstrated exemplary teaching ability, including satisfactory evaluations for the last 2 evaluation periods.
- Effective oral and written communication skills.
- Mastery of a range of teaching strategies to meet the needs of pupils in different contexts.
- Ability to work cooperatively and effectively with others.

- 16.3.3.3 Posting In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the District Office pursuant to provision 6.2.1. For 2000 only, the posting shall be posted for twenty (20) workdays.
- 16.3.3.4 Application Candidates for Consulting Teacher shall apply to the Joint Review Panel may consult in confidence with the applicant's site administrator, past or present, concerning the experience required by this Article. The Joint Review Panel will determine from its review of applications which candidates to interview. One or more Joint Review Panel members will arrange with the applicant and site administrator to observe the applicant's instructional performance in the classroom. All applications and references shall be treated with confidentiality.
- 16.3.3.5 Selection Consulting Teachers shall be selected by a majority vote of the Joint Review Panel.
- 16.3.3.6 Term of Assignment A Consulting Teacher shall be appointed for and agree to accept a non-renewable three-year term. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full or part-time basis, depending on need and funding for the program. During the three-year term, Consulting Teachers shall continue to perform adjunct duties and committee assignments. Once a Consulting Teacher has served their full term they must take a year off before serving again.
- 16.3.3.7 Training Consulting Teachers will be trained in specific functions of PAR, California Standards for the Teaching Profession, peer coaching and clinical supervision. Consulting Teachers will receive the hourly rate for training outside the contract day or year.
- 16.3.3.8 Consulting Teacher Review The Joint Review Panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The Joint Review Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the program, inadequate performance or other just cause. Prior to the effective date of such removal, the Joint Review Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
- 16.3.3.9 Compensation The Consulting Teacher shall have 1 release period for every 3 teachers of portion there of. The Consulting Teacher will receive a stipend of 1% of the Consulting Teacher's base salary for each release period.
- 16.3.3.10 Return to Regular Assignment Upon completion of his or her service as a full time released Consulting Teacher; a teacher shall be returned to their prior regular assignment unless agreed to by the unit member and the site Administrator in accordance with this Article and Agreement.
- 16.3.3.11 Extent of Duties Consulting Teachers shall have responsibility for no more than 15 Participating Teacher (per full time release) at any one time. Each Referred Participating Teacher shall receive no fewer than 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. Consulting Teachers will prepare necessary reports for the Joint Review Panel.

16.3.3.12 Indemnity The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the 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 1 of the Government Code.

16.3.3.13 Non-Management/Supervisory Status
Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined in subdivision (g) and (m) of section 3540.1 of the Government Code.

16.3.4 Peer Assistance and Review Process

Any certificated employee who receives an unsatisfactory on an evaluation shall participate in the Peer Assistance and Review Process. Unsatisfactory means the employee does not meet district standards as reflected on the Professional Evaluation Report. The site administrator shall forward the names of all such employees within ten (10) workdays to the Joint Review Panel.

Any employee who wishes to voluntarily apply to Peer Assistance and Review must write a letter requesting admission, as well as a rationale for entering the program. This letter will be submitted to the Joint Review Panel by May 15th for consideration for the following school year. Acceptance into the voluntary program is based on availability.

16.3.4.1 Preparation of Assistance Plan The Peer Assistance Review Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher, and the Principal with respect to the process of Peer Assistance and Review. As soon as possible after referral and assignment, the Consulting Teacher, Participating Teacher, and site administrator will meet to review the Participating Teacher's performance evaluation and recommendations for improvement, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of PAR. The Assistance Plan shall be limited to addressing those areas of performance set forth as unsatisfactory in the performance evaluation. The Assistance Plan will be submitted to the Joint Review Panel for final review and approval.

16.3.4.2 Classroom Observations The Assistance Plan will include a schedule of formal and informal observations of the Participating Teacher by the Consulting Teacher. If the Participating Teacher and the site administrator agree, the formal observation by the site administrator may be waived. The Consulting Teacher shall have both pre-observation and post-observation conferences with the Participating Teacher for formal observations.

16.3.4.3 Staff Development The Assistance Plan may require the Participating Teacher to attend identified staff development provided by the district. Compensation shall be in accordance with Article 3 of the Certificated Bargaining Unit Contract.

16.3.4.4 Progress Reports

16.3.4.4.1 Involuntary Participating At least once every three months, the Consulting Teacher will discuss with the Participating Teacher his/her assessment of the Participating Teacher's participation in the program and progress toward improvement. At least once every three months, the Consulting Teacher will prepare the Joint Review Panel's written report of the Participating Teacher's participation in the program and the progress toward improvement. The Consulting Teacher's report

shall include an assessment as to whether the Assistance Plan should be continued, whether the plan needs revision or whether the plan needs to be extended beyond its original projected term. A copy of the Consulting Teacher's report 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 Review Panel. The 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 Participating Teacher may take up to five (5) workdays to submit their written response to the Consulting Teacher. The response will be included with the report given to the Joint Review Panel. In addition to the above reports, the Consulting Teacher shall confer regularly with the Participating Teacher's evaluating administrator.

16.3.4.4.2 Voluntary Participants The Consulting Teacher and the Participating Teacher shall meet for the purpose of assessing the Participating Teacher's participation in the program and progress toward improvement. The Participating Teacher and Consulting Teacher may adopt the above assessment process and schedule or determine their own process and time line.

16.3.4.5 Final Report At the end of the school year, or at a later date specified in the Assistance Plan, the Consulting Teacher shall make a written final report to the Joint Review Panel, the Participating Teacher, and, if the Participating Teacher has been assigned to the Program involuntarily, to the site administrator who served as evaluator. A copy of the final report will be included in the Participating Teacher's personnel file after he or she has had an opportunity for review and comment. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of a Participating Teacher who has been assigned to the Program involuntarily, shall be considered by the site administrator after he/she has completed their evaluation. In the case of a voluntary participant, the final report may be considered by the site administrator in preparing an evaluation document or proposing any personnel action only at the Participating Teacher's request. The Joint Review Panel shall forward the final report to the Governing Board with a recommendation as to whether or not the participant has demonstrated satisfactory improvement in the program.

16.3.4.5 Consulting Teacher Change At the request of a Participating Teacher or the Consulting Teacher, the Joint Review Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

16.3.5 Miscellaneous

16.3.5.1 The District and Association agree that nothing herein shall modify or in any manner affect the rights of the District to employ, classify, retain, non re-elect, or evaluate certificated employees, or to issue notices of unsatisfactory performance and/or unprofessional conduct or to terminate certificated employees, pursuant to the Education Code or this agreement.

16.3.5.2 The District and Association agree that nothing herein shall modify or be construed to modify, or in any manner affect the due process rights of the certificated employees to be employed, evaluated, and terminated pursuant to the requirements of the Education Code and this Agreement.

- 16.3.5.3 It is the intent of the District and Association that this Article remain in effect for as long as specific funds for the program are made available by the State. If State funding for the program is eliminated, this Article shall expire and have no force or effect without the need for further action by either party. The District shall notify the Association in writing if the Program has been eliminated.
- 16.3.5.4 The District and Association agree that this article shall be reopened if either the Education Code or the state's implementation guidelines or regulations pertaining to this program are modified in any manner that would adversely impact a term of this Article.