

ARTICLE 17 – PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

The Benicia Teachers Association (BTA) and the Benicia Unified School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design, planning and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

A. JOINT COMMITTEE

The Joint Committee serves as the governing body for the staff development program. The program shall be designed, planned and implemented so as to be consistent with the terms of the BTA/BUSD Agreement.

1. The Joint Committee shall consist of the three (3) members appointed by BTA and two (2) members appointed by the District. In addition BTA shall appoint one (1) alternate who shall attend all Joint Committee meetings and vote in the absence of one of the BTA Joint Committee members.

Terms of the Joint Committee members shall be from September 1 through August 31. Panel members' terms shall be two (2) years, except the first terms for the BTA panel members shall be two (2) two (2) year terms and one (1) three year term and the terms for the District panel members shall be one (1) two (2) year term and one (1) three (3) year term. There shall be no term limits.

BTA unit members appointed to the Joint Committee shall receive an annual stipend of three thousand dollars (\$3000). The BTA alternate shall receive an annual stipend of two thousand dollars (\$2000).

2. The Joint Committee shall determine its own meeting schedule within the following parameters.
 - a. The Joint Committee shall meet at least three (3) times per year.
 - b. To meet, two-thirds of the members of the Joint Committee must be present.
 - c. Meetings shall take place during the regular teacher workday. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the unit member's pro rata hourly rate of pay to a maximum of ten (10) hours annually.
3. The Joint Committee shall be responsible for the following:

- a. Coordinate, plan, design and implement a comprehensive staff development program for all teachers.
 - b. Develop an annual budget for the Peer Assistance and Review Program. Determine the use of PAR funds not needed to implement the PAR program. Administer all of the budgetary dollars available to the program.
 - c.
 - i. Coordinate all staff development plans and programs offered to BTA unit members including but not limited to Instructional Time and Staff Development Reform Program, Beginning Teacher Support And Assessment System, the California Pre-Internship Program, district intern program, etc.
 - ii. To facilitate the coordination of the staff development plans and programs the District shall provide the total amount of all revenue available for staff development and the restrictions on the revenue, if any, to the Joint Committee no later than September 1 of each school year. In the event the final amounts are not available by September 1, the District shall provide the projected amount. When the final amount is available the District shall immediately inform the Joint Committee of the amount. When any of the above referenced amounts are modified the District shall immediately notify the Joint Committee of the revised amount.
 - iii. The Joint Committee and the appropriate District administrator, if not on the Joint Committee and as a non-voting member, shall jointly determine the priority for expenditure of all of the above referenced funds assuring equitable access to the funds.
4. Provide annual training for the Joint Committee members.
 5. Select Consulting Teachers.
 6. Provide training for Consulting Teachers prior to the Consulting Teachers participation in the program.
 7. Provide written notification to each Referred Participating Teacher, Consulting Teacher and site principal of participation in the PAR program.
 8. Using the documentation submitted by the Consulting Teacher, make a report to the BUSD Governing Board regarding each Referred Participating Teacher's participation in the PAR program.
 9. Annually evaluate the PAR program and make recommendations to BTA and District. At a minimum the evaluation shall include written surveys of all Consulting Teachers and Participating Teachers.

B. CONSULTING TEACHERS

A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR program.

1. The qualifications for the Consulting Teacher shall be as follows:
 - a. A credentialed classroom teacher with permanent status.
 - b. At least three (3) years of successful teaching experience in the District. Such teaching experience shall be within the four (4) years immediately preceding being appointed as a Consulting Teacher.

- c. Demonstrated 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 the students in different contexts.
 - d. Strong interpersonal skills.
 - e. Demonstrated ability to work cooperatively and effectively with colleagues. Noted ability to work with adults.
 - f. Demonstrated ability in written and oral communications.
 - g. Understanding of the BTA/BUSD Agreement.
2. The duties of the Consulting Teachers shall include the following:
- a. Attend the Consulting Teacher training(s), workshop(s) and meeting(s).
 - b. 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.
 - c. Assist Referred Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
 - d. Conduct a minimum of six (6) observations of the Referred Participating Teacher during classroom instruction, and provide specific, immediate feedback, after each observation.
 - e. Document all observations, visitations, meetings and support given to each Referred Participating Teacher.
 - f. Monitor the activities of the Referred Participating Teacher and submit to and discuss with the Referred Participating Teacher periodic written reports using the Referred Participating Teacher Status Report (Attachment A).
 - g. Prepare a final report and submit to and discuss with the Referred Participating Teacher before it is given to the Joint Committee. The Referred Participating Teacher shall sign the report. The Referred Participating Teacher's signature shall not be construed to mean agreement with the report. (Attachment B)
 - h. The Consulting Teacher shall submit the final report to the Joint Committee no later than sixty (60) days prior to the last day of school.
 - i. Provide support and assistance for Volunteer Participating Teachers as defined in the Volunteer Participating Teacher's professional development plan.
3. A Consulting Teacher shall not be assigned more than one (1) Referred Participating Teacher or more than two (2) Volunteer Participating Teachers.
4. The term for a consulting teacher shall not be longer than three (3) consecutive school years.
5. A teacher may not be appointed to an administrative position in the District while selected and serving as a Consulting Teacher.

6. Consulting Teachers shall be provided release time to complete the duties listed above. In the event a Consulting Teacher is required to attend meetings, training sessions, etc. beyond his/her regular workday, he/she shall be paid his/her per diem salary.
7. In addition to their annual salary, Consulting Teachers shall be paid three thousand dollars (\$3000) for working with a Referred Participating Teacher. Consulting Teachers shall be paid between one thousand dollars (\$1000) and one thousand eight hundred dollars (\$1800) for each Volunteer Participating Teacher. The amount for working with a Volunteer Participating Teacher shall be determined by the Joint Committee based on the Volunteer Participating Teacher's approved professional development plan.

In addition to their annual salary and above referenced stipend, Consulting Teachers shall be paid for one hour of preparation time at the Extra Teaching Assignment rate (Article 2, Section 2, I-2) for each day they are required to be out of their classrooms.

8. In the event a Consulting Teacher works less than a full school year with a Referred/Volunteer Participating Teacher, the Consulting Teacher's stipend shall be prorated to the portion of the year he/she worked.

C. CONSULTING TEACHER APPLICATION PROCESS

1. On an annual basis the Joint Committee shall determine the number of Consulting Teachers needed to implement the PAR Program. In determining the number of Consulting Teachers to be available, the Joint Committee shall consider the following:
 - a. Projected number of Referred Participating Teachers.
 - b. Projected number of Volunteer Participating Teachers.
 - c. Consulting Teachers from various grade levels and subject areas.
2. Annual Process: No later than March 15 of each school year, the Joint Committee shall notify all BTA unit members of the application process and timeline for Consulting Teachers.
Additional Process: If at any other time the Joint Committee recognizes a need for additional Consulting Teachers, they shall notify all BTA unit members of the application process and timeline for Consulting Teachers.
3. BTA unit members may submit a completed application form (Appendix C) no later than March 31 during the annual application process or by the deadline established by the Joint Committee for the additional selection process.

In addition to the Consulting Teacher application form, each applicant shall submit three (3) references from individuals with specific knowledge of his/her expertise in the areas listed in Section II.A above. The references shall be from:

- a. A building principal.
- b. An Association representative.
- c. A classroom teacher from the applicant's school site.

All applications and references shall be treated with confidentiality.

4. The Joint Committee will select candidates who meet the basic qualifications for the following interview process.
 - a. A classroom observation of the candidate by two (2) members of the Joint Committee. The classroom observation shall be no less than forty-five (45) minutes in length and scheduled at a time to allow the candidate the opportunity to observe his/her use of communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
 - b. An interview with the Joint Committee.
 - c. A written statement as determined by the Joint Committee.
5. Consulting Teachers shall be selected by a majority vote of the Joint Committee after candidates have completed the interview process. All candidates will be notified in writing of their selection as a Consulting Teacher or their non-selection.
6. The Joint Committee may also appoint a Specialist to provide assistance to a Consulting Teacher and the Referred/Volunteer Participating Teacher. The Specialist shall be paid between three hundred dollars (\$300) and one thousand eight hundred dollars (\$1800) as determined by the Joint Committee based on the anticipated responsibilities.

D. REFERRED PARTICIPATING TEACHERS

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject and /or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation as defined in Article 10 of the BTA/BUSD Agreement.
2. The Referred Participating Teacher shall select his/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 Referred Participating Teacher at any time during the process when requested to do so by the Referred Participating Teacher or the Consulting Teacher.
3. The Consulting Teacher, the Referred Participating Teacher and the School Site Principal shall discuss the issues included in the Referred Participating Teacher's evaluation prior to the end of the school year in which the Referred Participating Teacher receives the unsatisfactory evaluation.

4. Participation in or the results of the PAR Program shall not deny the Referred Participating Teacher any of his/her contractual rights including due process and just cause.

The Referred Participating Teacher has the right to be represented throughout these procedures by the Association of his/her choice

5. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his/her input and signature before it is submitted to the Joint Committee. The Referred Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.

The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days from receipt of the written report from his/her Consulting Teacher, and have it attached 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/her choice.

6. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his/her personnel file and may be used in the evaluation of the Referred Participating Teacher.

E. VOLUNTEER PARTICIPATING TEACHERS

A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of the participation in the PAR Program for the Volunteer Participating Teacher is self-improvement with peer support and assistance. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.

1. The Volunteer Participating Teacher shall submit a professional development plan to the Joint Committee no later than June 1 for implementation in the following school year.
 - a. The professional development plan shall include specific goals related to instructional skills, classroom management, knowledge of subject and/or related aspects of his/her teaching performance.
 - b. The professional development plan may include any of the following:
 - i. Classroom observations, coaching, and/or conferencing conducted by a Consulting Teacher.
 - ii. Volunteer Participating Teacher observation of the Consulting Teacher.
 - iii. Attendance at workshops, conferences, etc. related to the identified professional development goals.

- iv. Other resources or activities which support the identified professional development goals.
2. The Volunteer Participating Teacher may terminate his/her participation in the PAR program at any time.
3. The Volunteer Participating Teacher shall select his/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 Volunteer Participating Teacher at any time during the process when requested to do so by the Volunteer Participating Teacher or the Consulting Teacher.
4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the consent of the Volunteer Participating Teacher, shall not be shared with others, including the evaluator or the Joint Committee.
5. The Volunteer Participating Teacher has the right to be represented throughout these procedures by the Association Representative of his/her choice.
6. Volunteer Participating Teachers shall be paid a five hundred dollar (\$500) stipend. In the event a Volunteer Participating Teacher does not complete his/her annual plan, the stipend shall be prorated to the portion of the school year completed.

F. PEER MENTORS

1. BTA unit members may submit a proposal to the Joint Committee for a Peer Mentorship. The purpose of a Peer Mentor is to enhance professional dialogue on instructional skills, classroom management, subject matter and/or related aspects of teaching.
2. The proposal shall be submitted to the Joint Committee no later than June 1 for implementation in the following school year.
3. The proposal shall include the following:
 - a. The teachers who would benefit from the proposal.
 - b. The goals of the proposal.
 - c. A complete description of the topics to be addressed.
 - d. A plan and timeline for presentation.
 - e. The budget needed to implement the proposal.
4. A Peer Mentor shall receive a stipend between five hundred dollars (\$500) and three thousand dollars (\$3000) as determined by the Joint Committee based on the requirements of the proposal. Peer Mentors will receive their stipend upon completion of the Peer Mentorship.

5. BTA unit members may not serve as a Consulting Teacher and Peer Mentor during the same school year.

G. GENERAL PROVISIONS

1. 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.
2. Unit members who perform functions as Consulting Teachers or as Joint Committee members under this article 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 California Government Code.
3. Functions performed pursuant to this Article by BTA unit members shall not constitute either management or supervisory functions. The BTA members of the Joint Committee and Consulting Teachers shall continue all rights of BTA unit members.
4. All of the components of this program shall be self-supporting through the funds available under the California Peer Assistance and Review Program for Teachers.