

**ARTICLE XXII
PEER ASSISTANCE AND REVIEW (PAR)**

The Beverly Hills Education Association and the Beverly Hills Unified School District are committed to providing the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in meeting the California Standards for the Teaching Profession. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for 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.

**Section 1.
JOINT COMMITTEE**

1. The Joint Committee shall consist of three (3) certificated classroom teachers who are chosen to serve by the Association's designated process, and two (2) administrators who are selected by the District. In order for unit members to be eligible to serve on the committee, they must:
 - a. Hold permanent status and a credential
 - b. Have a minimum of eight (8) years of experience in classroom instruction, three (3) of which are in BHUSD
 - c. 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.

If possible, the teacher members of the committee shall be from different work sites and have recent experience at the elementary, middle and high school.

2. Teacher representatives on the Joint Committee shall serve for a three-year period. Initially, teacher representatives shall be selected to a 1-, 2-, or 3- year term. Teacher members shall be limited to two (2) consecutive terms. The District shall maintain the continuity of administrative participation on the Joint Committee.
3. The Joint Committee will appoint co-chairpersons (one teacher, one administrator) on an annual basis.
4. The Joint Committee shall establish its own meeting schedule, but shall meet at least three (3) times per year. To meet, four (4) of the five (5) members of the Joint Committee must be present. However, during the selection of Consulting Teachers, and when reports are being presented or discussed regarding Participating Teachers, all five (5) members of the Joint Committee must be present. Decisions of the Joint Committee shall be made by a simple majority.
5. The Joint Committee members who are in the bargaining unit shall be paid a stipend of \$1000.00. Fifty percent (50%) of the stipend shall be paid at the end of the first semester. Fifty percent (50%) of the stipend shall be paid at the end of

the second semester. Teachers who are members of the Joint Committee shall not be released from their regular duties to attend meetings. All meetings of the Joint Committee shall be in a closed setting, as long as it does not violate the public meeting rules of the Brown Act.

6. The Joint Committee shall be responsible for the following:
 - a. Arranging and participating in annual training for the Joint Committee members.
 - b. Establishing its own rules of procedure.
 - c. Complying with the negotiated procedures for selecting the panel of Consulting Teachers (Subsection 4 of this article).
 - d. Selecting trainers and/or training providers.
 - e. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program. Such training may include PAR program requirements, peer coaching, adult learning theory, and due process.
 - f. Sending written and electronic notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - g. Assigning the Consulting Teachers to the Participating Teachers after reviewing the needs of Participating Teachers and the strengths of each Consulting Teachers. Consulting Teachers must be trained before assignment begins. Assignment will be based on the best match (grade level appropriateness, teaching experiences, training, curriculum strengths, skills, etc.). Each Consulting Teacher and each Participating Teacher shall be granted one appeal to an assignment in a school year. The Joint Committee will hear appeals.
 - h. Adopting Rules and Procedures to effect 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.
 - i. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations.
 - j. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program. The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance..

- k. Reviewing annually the impact of the PAR program in order to improve the program.
 - l. Reviewing the logs submitted by the Consulting Teachers.
 - m. Determining the effectiveness of the Consulting Teacher.
7. 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.
8. Unit members who are Consulting Teachers or Joint Committee members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

Section 2.

PARTICIPATING TEACHERS

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. An “unsatisfactory final evaluation” is defined as: an evaluation received by May 1, which lists an “overall unsatisfactory” rating on the Summary Evaluation Form.

Once a teacher has been referred for participation in PAR, the following steps will occur:

- a. A meeting will be held before the end of the school year between the evaluator and the teacher being evaluated to develop a Written Performance Plan. The Written Performance Plan shall specify what the teacher must do in order to have satisfactory performance in the identified areas. (See Article IX, Professional Assessment of Teaching Personnel).
 - b. On or before October 1st of the following school year the administrator-evaluator, the Participating Teacher and the Consulting Teacher shall meet to develop the Peer Assistance Plan, which becomes a component of the Written Performance Plan. The Peer Assistance Plan shall include the remediation model to be used.
2. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program, subject to PAR funding. 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.

Section 3.

CONSULTING TEACHERS

1. Consulting Teacher is a teacher who assists a Participating Teacher pursuant to the PAR Program. A Consulting Teacher may also serve as a BTSA support provider, if s/he meets the eligibility requirements of the BTSA program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures (Subsection 4 of the Article), provided that the following shall constitute minimum qualifications:
 - a. A credentialed classroom teacher with permanent status.
 - b. A minimum of eight (8) years experience in classroom instruction, three (3) of which are in BHUSD. Lacking a sufficient number of applicants who meet this criterion, five (5) years of experience in classroom instruction will be accepted.
 - 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.
2. A stipend of \$4630.00 shall be paid to those Consulting Teachers and BTSA support providers who are assigned to assist participating teachers. Fifty percent (50%) of the stipend shall be paid at the end of the first semester, subsequent to the panel receiving the CT progress report. Fifty percent (50%) of the stipend shall be paid at the end of the second semester, subsequent to the panel receiving the CT final report. Consulting Teachers shall be provided release time as needed. Consulting Teachers shall receive the current certificated hourly rate for attendance at training or other work required by this program that occurs beyond the regular work year.
3. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
4. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. 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.

Consultation with Referred Teachers

5. 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.
6. The Consulting Teacher shall conduct multiple formal and informal observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

7. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide monthly written reports to the Referred Participating Teacher for discussion and review.
8. Consulting Teachers shall maintain a monthly log of their activities for review by the Joint Committee.
9. The Consulting Teacher shall continue to assist the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher meets the goals of the Peer Assistance Plan, or that further assistance will not be productive. 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 Committee. 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.
10. The Consulting Teacher shall submit a final report regarding the Referred Participating Teacher to the Joint Committee.
11. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) workdays, 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.

Consultation with Volunteer Teachers

12. A Volunteer Participating Teacher shall notify the Joint Committee of his/her desire to receive assistance. Notification may occur anytime during the school year, depending on the availability of Consulting Teachers and funding.
13. Should the Volunteer Participating Teacher be admitted to PAR, the Consulting Teacher shall meet with the Volunteer Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and develop the assistance plan within 20 working days. The Consulting Teacher shall conduct multiple observations based on the needs of the Volunteer Participating Teacher during classroom instruction.
14. The Consulting Teacher shall monitor the progress of the Volunteer Participating Teacher and the two shall meet for periodic discussions.
15. 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 administrators, the evaluator or the Joint Committee.

Consultation with Beginning Teachers

16. When a Consulting Teacher serves as a BTSA support provider, the guidelines established by the BTSA (Beginning Teacher Support and Assessment) program, set forth in Appendix F shall control.
17. Beginning Teachers will only be involved with the BTSA program. No reports shall be submitted to the Joint Committee.

Section 4.

RULES AND PROCEDURES FOR SELECTION OF CONSULTING TEACHERS

1. Selection will occur in April/May for the following year or as the need arises for Consulting Teachers. An application packet shall be provided in April and be completed by each eligible candidate.

Eligible applicants are required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

- a. A reference from another teacher, including resource teachers and special education teachers.
- b. A reference from an Association representative.
- c. A reference from a building principal or immediate supervisor.

All applications and references shall be treated with confidentiality.

2. Consulting Teachers shall be selected by a majority vote of the Joint Committee following screening of the written applications, oral interviews, and/or classroom observations may be made by the Joint Committee.

All interviews shall follow the same design with the same time frame.

Finalists from the interviews may be observed in their classrooms by the same two members of the Joint Committee (one teacher, one administrator).

Observations shall be based on a model lesson which includes:

- a. Standards-based lesson plan
- b. student work from the lesson
- c. self-critique of the lesson taught

3. The recommendations for Consulting Teacher selection from the Joint Committee shall be forwarded via the Department of Human Resources to the governing board for personnel action.
4. The term of the Consulting Teacher shall be two (2) years, and a teacher may not serve in the position for more than two (2) additional terms. Initially, Consulting Teachers shall be selected for a two- (2) or three- (3) year term, to stagger the two-year cycle. Subsequent terms shall be for two (2) years.
 - a. If a Consulting Teacher leaves the District or is unable to serve, the position shall be filled based upon need as determined by the Joint Committee.

- b. 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.

Section 5.

OTHER PROVISIONS

Expenses for the PAR program shall not exceed the PAR revenues received from state funding sources.

1. Indirect/administrative costs shall not exceed five percent (5%) of the total PAR budget and shall be itemized in the District budget documents. In the event the program is no longer funded, the program shall be cancelled.