

APPENDIX D

Note: Appendix D shall be referred to the PAR Council for review and changes.

PEER ASSISTANCE AND REVIEW

A. Preamble

The Desert Sands Teachers Association (Association) and the Desert Sands Unified School District (District) strive to provide the highest possible quality of education to Desert Sands students. Both parties agree that optimum student performance can best be achieved if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Accordingly, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers are valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

B. Peer Assistance and Review (PAR) Council

1. The PAR Council will consist of seven (7) members. Members of the PAR Council will include the Association President, or designee, three (3) members selected by the Association, and three (3) other members appointed by the District.
2. The PAR Council will establish the internal operational procedures of the Council, including the method for the selection of a Chairperson. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators.
3. The PAR Council, by majority vote, will adopt guidelines for implementing the provisions of this Agreement. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators.
4. The PAR Council will establish the meeting schedule. To hold meetings, five (5) of the seven (7) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. PAR Council Teacher members shall receive a two-thousand dollar (\$2,000) yearly stipend for services on the Council.

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5. The PAR Council shall be responsible for selecting Support Providers (defined in Section D). Written confirmation of participation in the PAR Program will be provided by the PAR Council to participating teachers, referred teachers, principals or immediate supervisors, and Support Providers.
6. The PAR Council will approve the assignment of the Support Providers (SP) to a Participating Teacher (PT). The Participating Teacher has the right to meet with the PAR Council to discuss the assignment of the Support Provider.
7. All proceedings and materials related to reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Support Providers may disclose such information only as necessary to administer this Agreement or as otherwise required by lawful process.
8. The PAR Council will approve trainers and/or training providers for the Support Providers.
9. The PAR Council will approve the training for Support Providers prior to the Support Provider's participation in the Program.
10. The PAR Council will review the final report prepared by the Support Provider and make a recommendation(s) to the Governing board or designee regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding to the Governing Board the name of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
11. The PAR Council shall annually evaluate the impact of the PAR Program in order to improve it. The PAR Council may submit recommendations for improving the Program to the Governing Board and to the Association.
12. The PAR Council will determine the number of Support Providers in any school year, guided by and subject to such factors as the number of Referred, Voluntary and Beginning teachers and available funds.

C. Participating Teachers

1. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.
 - a. Beginning Teacher (BTSA) Participants
 1. a. 1st or 2nd year teachers with a preliminary credential
 - b. Qualifying teachers who are new to the District
 - c. Qualifying Intern teachers

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2. Beginning Teachers in a and b above, must be served prior to assignment teachers in c to a Support Provider.
- b. Referred Teacher Participants (RT)
1. The purpose of participation in the PAR Program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation as defined in Article 12.
 2. This article does not expand nor diminish the unit member's ability to grieve an evaluation under Article 12 of the negotiated contract between the parties.
 3. The Support Provider will provide assistance to a Referred Teacher from semester to semester; following each full semester or 90 school days, whichever is greater, the Support Provider shall indicate whether the Referred Teacher is benefiting from the assistance and whether or not further assistance will be productive. The Support Provider will submit a final written summary report to the PAR Council by May 1 if the Referred Teacher has been in the program for at least one (1) full semester. The Support Provider may submit a final report prior to the end of a full semester or 90 school days whichever is greater, if he/she believes further assistance will not be productive. A copy of the report shall be provided to the Referred Teacher who shall have the right to submit a written response to the final report. The Referred Teacher Participant shall also have the right to request a meeting with the PAR Council to discuss the report and to be represented at this meeting.
 4. Results of the Referred Teacher's mandated participation in the PAR Program, as described in B. 10, shall be made available as part of his/her evaluation and for placement in his/her personnel file.
- c. Volunteer Teacher participants (VT)
1. A permanent unit member who seeks to improve his/her teaching performance may request the PAR Council to assign a Support Provider to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Support Provider will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT participation in the PAR program will be for one school year or that portion of the school year remaining, whichever is less. The VT may submit a written request to the PAR Council indicating area(s) with which he/she seeks assistance.

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2. Unless requested by the VT, information obtained by the Support Provider while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
- d. Support Providers (SP)
1. A Support Provider is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR/BTSA Program. Support Providers will possess the following qualifications:
 - a. At least four (4) years of recent experience in the District as a full-time classroom teacher.
 - b. Demonstrated exemplary teaching ability.
 - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - d. Ability to communicate effectively both orally and in writing.
 - e. Ability to work cooperatively and effectively with others.
 - f. It is the intent of the District and the Association that Support Providers shall be released full-time. It may, however, be necessary from time to time that a Support Provider would not be full-time release. The PAR Council will make the decision if a Support Provider is not to be released full-time. Support Providers will have the same work day and year as specified in Article 6.
 2. A Support Provider provides assistance to participating teachers in improving instructional performance. This assistance will typically include:
 - a. Set and discuss performance goals with the Participating Teacher. Assist in completing the Formative Assessment for California Teachers (FACT).
 - b. Multiple observations of the Participating Teacher during periods of classroom instruction.
 - c. Support Providers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgments, will assist the Participating Teacher.
 - d. Meet and consult with the evaluating administrator who referred the Participating Teacher.

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- e. Demonstrate good teaching strategies and practices to the Participating Teacher.
 - f. Use school district resources to assist the Participating Teacher.
 - g. Monitor the progress of the Participating Teacher and maintain a support service log.
3. Positions will be filled as follows:
- a. Annual notification of application timelines will be posted at all sites and in the District office.
 - b. Applicants shall submit an application form.
 - c. Applicants shall submit at least three (3) letters of references from individuals who have direct knowledge of the applicant's abilities.
 - d. Any full-time Support Providers shall be selected by a vote of five (5) members of the PAR Council after a minimum of two (2) representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. Whenever possible site visitation teams shall be made up of at least one administrator and at least one teacher.
4. Support Providers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Support Providers and make decisions regarding their continuation in the Program. The PAR Council may remove a Support Provider from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Support Provider or for other reasons which serve the PAR Program's best interest. Prior to the effective date of such removal, the PAR Council will provide the Support Provider with a written statement of the reasons for the removal, and, at the request of the Support Provider, will meet with him/her to discuss the reasons.
5. The term of the Support Provider shall be two (2) years with the option of serving for a third year subject to the approval of the PAR Council. A Support Provider who has served a two year or a three year term may reapply after returning to the classroom for two (2) years. Support Providers who opt out of the program after only one (1) year may reapply.
6. In addition to the regular salary, full-time Support Providers shall be paid an annual stipend of seven percent (7%) of their salary. In addition to their regular work year they may be required to work up to an additional ten (10) days and receive per diem compensation, provided the days have been pre-approved by the

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Assistant Superintendent of Personnel Services and recommended by the PAR Council.

7. Upon completion of service as a full-time Support Provider, he/she will be returned to the position which he/she held prior to becoming a Support Provider. If that position no longer exists, he/she shall be provided a similar position that he/she is credentialed to teach. The Association agrees that this may require the District to employ additional temporary teachers.
8. Full-time Support Providers shall have a caseload determined by a ratio of Support Providers to Participating Teachers. This ratio is dependent on the amount of assistance provided to Participating Teachers as determined by the PAR council and in consultation with the Support Providers.
9. While working with a Referred Teacher or a Volunteer Teacher, the Support Provider will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. The PAR Program encourages a cooperative relationship between the Support Provider, Referred Teacher or Volunteer Teacher, and the principal with respect to the process of peer assistance and review.
10. At the request of the Participating Teacher or the Support Provider, the PAR Council may assign a different Support Provider to work with the Participating Teacher at any time during the year. Requests for changes to be effective during the school year and which are submitted after being in the Program thirty (30) school days are discouraged.
11. Teachers who are on the PAR Council or who act as Support Providers pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code section 810, et seq.
12. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

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GUIDELINES FOR SUPPORT PROVIDERS

QUALIFICATIONS

The following shall constitute minimum qualifications:

- ◆ A credentialed full-time classroom teacher with permanent status.
- ◆ Substantial recent experience in classroom instruction.
- ◆ Demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, effective classroom management and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

Other qualifications may include the following:

- ◆ Noted ability to work with adults.
- ◆ Strong interpersonal skills.
- ◆ Ability to work within established timelines.
- ◆ Understanding of the Collective Bargaining Agreement.
- ◆ At least four (4) years of successful K-12 classroom teaching experience, in the District.
- ◆ Demonstrated talent in written and oral communications.
- ◆ Demonstrated ability to work cooperatively and effectively with colleagues.

DUTIES

Support Providers shall assist Beginning Teacher Participants (BT), Referred Teacher Participants (RT) and Volunteer Teacher Participants (VT) through demonstrations, observations, coaching, conference, referral or other activities, which in his/her professional judgment, will assist the Participating Teacher.

Support Providers will work cooperatively in conjunction with the PAR/BTSA Project Facilitator. Examples may include the following:

- ◆ Meet with the Referred Teacher Participant's evaluator.
- ◆ Meet with the Volunteer Teacher or Referred 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.
- ◆ Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback, after each visit.
- ◆ Meet regularly (*specifically defined in conjunction with time allowed*) for observations/discussions with each Participating Teacher.
- ◆ Participate in meetings with other district Support Providers.
- ◆ Maintain a written log of contacts and specific support given to each Participating Teacher.

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- ◆ Document all observations, visitations and meetings.
- ◆ Monitor progress.
- ◆ Submit periodic written reports to the PAR Council and discuss them with the Participating Teacher.
- ◆ Provide assistance to the Referred Teacher Participant in accordance with C.3.
- ◆ Submit a written report to the Referred Teacher Participant and Volunteer Teacher Participant for his/her signature before it is submitted to the PAR council.
- ◆ Submit a final report to the PAR council.
- ◆ Annual review of the Program with the PAR Council.

REFERENCE AND APPLICATION

Each applicant is required to submit three (3) letters of references from individuals with specific knowledge of his/her expertise. References must include:

- ◆ At least one reference from an administrator or immediate supervisor.
- ◆ At least one reference from another classroom teacher.

All applications and references shall be treated confidentially.

RELEASE TIME

It is the intent of the district and the Association that Support Providers be released full-time. It may, however, be necessary from time to time because of the number of teachers to be served, that a position would not be full-time. The PAR Council shall make that decision.

COMPENSATION — FULL-TIME SUPPORT PROVIDERS

- ◆ In addition to his/her regular salary, Support Providers shall receive a stipend of 7% of his/her salary.
- ◆ Support Providers shall be reimbursed for authorized travel expenses.

WORKLOAD/CASELOAD

Standard ratios for Support Provider-to-Participating Teachers shall be established by the PAR Council for Experienced Teacher Participants, for assistance with Beginning Teacher participants, for volunteer Teacher Participants, and for other teachers.

FINAL REPORT TO THE PAR COUNCIL

- ◆ The PAR Council will develop a format for the Support Provider's final summary report.
- ◆ The PAR Council will develop firm timelines, consistent with the Collective Bargaining Agreement.

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COMMUNICATION TO PARTICIPATING TEACHERS

- ◆ Support Providers are encouraged to submit to and discuss with the Referred Teacher Participant and Volunteer Teacher Participant periodic written communication.

DUE PROCESS

All communication exclusively between the Support Provider and a Volunteer Teacher Participant or a Referred Teacher Participant shall be confidential, and, without the written consent of the Volunteer Teacher participant or the Referred Teacher Participant, shall not be shared with others, including the site principal, the evaluator or the PAR Council.

PROTECTIONS FROM LIABILITY

- ◆ Functions performed pursuant to this program by bargaining unit employees shall not constitute either management or supervisory functions.
- ◆ The Support Provider shall be entitled to all rights of bargaining unit members.

RESOURCES AND PROCEDURES FOR ASSISTANCE AND REVIEW

- ◆ A District video library of exemplary classroom practices.
- ◆ A District professional library for participating teachers and consultants.
- ◆ Curriculum support.
- ◆ Behavior management techniques.
- ◆ One on one and group training.
- ◆ Instructional strategies training.
- ◆ Feedback.
- ◆ Classroom observations.
- ◆ Individual goal setting.
- ◆ Access to other district resources and technology.
- ◆ Training for Support Provider by the PAR Council.
- ◆ Meetings with the site administrator.

MISCELLANEOUS

Support Provider applicants shall be notified in writing by the PAR Council whether they have been selected or not selected as Support Providers.