

Article 3. SYSTEM OF PROFESSIONAL GROWTH

Jim Shovel 3/15/16
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3.01 Statement of Intent

It is a deeply held belief of both SJTA and SJUSD that educators/practitioners are professionals that continue to grow and improve in their craft throughout their career. It is the intent of this article to establish a system and an environment that provides practitioners at all levels of experience and effectiveness a framework to deepen their professional practice. Furthermore, this system is designed to encourage collaboration among all practitioners, administration, and resource personnel to ensure that all students demonstrate progress.

3.02 Overview of the Framework and Organization of the System

Effective July 1, 2016, the System of Professional Growth (SPG) shall be fully operational. The major components of the program shall include the California Standards for the Teaching Profession (CSTP), Essential Element Rubrics, observations, and reflective conversations with trained facilitators. The system shall be organized around the following three phases:

Professional Practice: The phase of the process in which the practitioner identifies a focus area and works with a facilitator to reflect on evidence to determine next steps for growth throughout the year.

Advisory: The phase at which time an Advisor is assigned to assist the practitioner regarding areas of concern through the development of a support plan and a regular contact and support.

Peer Assistance and Review: The phase when it has been determined, as a result of the Advisory Phase, the practitioner has received two or more ratings of unsatisfactory performance as identified on the Advisory Phase Form.

3.03 Definition of Terms

3.03.1 Practitioner: Any temporary, probationary or permanent member, part-time or full-time, covered by this collective bargaining agreement.

3.03.2 Facilitator (Peer or Site Administrator): Bargaining unit members and administrators that have been trained in accordance with this section.

- a. Practitioners in specialized groups (Speech Pathologists, Counselors, Nurses, TOSAs, Peer Facilitators, Consulting Teachers, etc.) not working with a Peer Facilitator and without a Site Administrator shall work with their Program Administrator as their Facilitator.

3.03.3 Advisor: A Consulting Teacher who is assigned to provide support to the Practitioner in the Advisory Phase.

3.03.4 Facilitator Mentor: A bargaining unit member who is responsible for supporting all Facilitators (administrators and peers).

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- 3.03.5 Professional Growth Team (PGT): Composed of eight (8) members that include Superintendent's designee, three appointed administrators, the SJTA President and three SJTA appointees.
- 3.03.6 Advisory Team: Composed of the Co-Chairs of the Center for Teacher Support (formerly the PAR Panel), one site administrator and one SJTA member.
- 3.03.7 End of Year Summary: The form to be completed at the end of the Professional Practice Phase when standards 1-5 have been met.
- 3.03.8 Essential Element Rubrics: Guiding documents which support growth and help assess performance over time using criteria based upon the nine (9) identified essential elements of the California Standards for the Teaching Profession.
 - a. A practitioner with probationary or temporary status is meeting standards in either the developing or meeting standards columns.
 - b. A practitioner with permanent status is meeting standards in the meeting standards columns.

3.04 Professional Practice Phase

Each practitioner shall, within the program appropriate to his/her students and consistent with the resources available, identify a focus area and formulate plans to achieve student progress and the manner in which attainment of this progress will be measured. These specific plans shall be consistent with District goals and program objectives developed for the practitioner's area of responsibility.

Thereafter, the practitioner and the facilitator shall engage in a process that includes classroom observations, utilization of various forms of evidence and reflective conversations.

NOTE: Specialized Groups (Speech Pathologists, Counselors, Nurses, TOSAs, Peer Facilitators, Consulting Teachers, etc.) in non-teaching positions will be delayed as rubrics are developed (as allowed by Ed Code).

3.04.1 Facilitator Options

- a. Each Practitioner with temporary or probationary status will be assigned a site administrator as the Facilitator in the process.
- b. Each practitioner in an SPG Cycle, with permanent status, may choose between a peer facilitator and a site administrator facilitator to act as the facilitator in the process. If a peer facilitator is requested and unavailable for the current cycle, the practitioner shall be assigned a site administrator. In such cases, the practitioner shall be given priority for a peer facilitator for the next cycle if he/she chooses.
 - i. Practitioners complete a Facilitator Option form in the spring before they begin their SPG cycle to indicate their facilitator preference. The form shall be submitted to the Professional

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Growth Team. The PGT shall assign Practitioners to either site administrator facilitators or Peer Facilitators based on the following order:

- a). Preference indicated;
- b). Availability of a peer;
- c). Prior cycle facilitator;
- d). Administrative caseload;
- e). District seniority.

3.04.2 Timelines for individual practitioners during the Professional Practice Phase are as follows:


- a. Returning practitioners to the same site/program and the facilitator shall meet to review the practitioner's focus areas no later than five (5) weeks after the first day of the instructional year.
- b. Practitioners assigned to a new site/program different from the previous school year and newly hired practitioners shall meet with the facilitator no later than six (6) weeks after the first instructional day.
- c. Practitioners transferred after the instructional year has begun, shall have five (5) weeks after beginning his/her new assignment to meet with their facilitator.
- d. These timelines (a, b and c) may be extended by mutual agreement, but in no case shall this process begin later than seven (7) weeks after the practitioner's assignment has begun.

3.04.3 Practitioner Roles and Responsibilities

- a. Practitioners participating in an SPG cycle are responsible for meeting the current District standards of performance (see Essential Element Rubrics).
- b. For the first time through the Professional Practice Phase, all practitioners shall attend a two-day training. For those that attend training outside of the regular work year, they shall be paid at their per diem rate.
- c. To ensure the integrity of the system and to address possible refinements after the first SPG cycle, additional training, not to exceed two (2) hours, may be required each time through the cycle. Compensation shall be at the practitioner's pro rata share of their per diem rate if outside of the work year.

3.04.4 Components

- a. Formal Observations:

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- i. All formal observation shall be preceded by a pre-conference for the purpose of clarifying the focus of the observation. Each observations shall be followed by a post conference debrief. The post conference debrief shall utilize a process to look at various sources of evidence of practice and to identify next steps.
 - ii. Although two or three formal observations may occur throughout the year, at least one formal observation must occur no later than November 15.
 - iii. For documentation of observations and subsequent debriefings, the facilitator shall use the mutually agreed upon Evidence and Reflection Tool and Observation/Scripting forms.

b. Informal Observations:

- i. Informal observations are defined as drop-ins, visits, or pass-throughs. These are usually short visits, but have no time restrictions.
- ii. The assigned facilitator and/or a site administrator may leave a note or may utilize district email for positive feedback. If a suggestion or recommendation for improvement is given in written form, it shall be sent utilizing district email, or the Informal Observation Notes Form, in such cases, the practitioner shall be given the opportunity for a conference with the facilitator/administrator, unless waived by the practitioner in writing.

c. Reflective Conversations:

- i. Reflective Conversations are an opportunity for the Facilitator and the Practitioner to review evidence (including, but not limited to: student work, student assessments, lesson plans, professional reflections, etc.) not generated by a classroom formal or informal observation and identify next steps. The evidence shall be selected by the Practitioner.
- ii. Two (2) Reflective Conversations shall be conducted throughout the year.

d. Forms

- i. All official District forms used in the System of Professional Growth process shall be mutually agreed upon by the District and SJTA.

3.04.5 If a disagreement arises over any aspect of the practitioner's Focus Area and Plans to Achieve Student Progress, it shall be mediated:

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- a. by a mutually acceptable site or District administrator, not later than two (2) weeks after receiving the dispute;
- b. (when lacking mutually acceptable administrator) by the Superintendent, or designee, not later than three (3) weeks after receiving the dispute;
- c. In either case, the decision shall be final.

3.04.6 Frequency of SPG Cycles

The process as prescribed in this article shall be made on a continuing basis as follows:

- a. At least once each school year for practitioners with temporary and probationary status.
- b. In years 3, 5, 7 and 9: at least every other year for practitioners with permanent status. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.
 - i. During the alternate year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.
 - ii. However, the alternate year status does not prohibit the site administrator from conducting informal observations. In such cases, it is the administrator's responsibility to communicate throughout the year with the practitioner regarding any concerns related to their performance.
- c. In years 12, 15, 18 etc., or at least every three (3) years for practitioners with permanent status who have been an employee at least ten (10) years with the school district:
 - i. During the off year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.
 - ii. However, the off year status does not prohibit the site administrator from conducting informal observations. In such cases, it is the administrator's responsibility to communicate throughout the year with the practitioner regarding any concerns related to their performance.
 - iii. When an administrator determines that participation in SPG shall be conducted in what would otherwise be an off year, it is the

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responsibility of the administrator to notify the practitioner(s) prior to the end of the previous school year. Such notifications shall include purpose and rationale to support participation. A Facilitator will be assigned in accordance with 3.04.1.b.i.

- iv. In the event a practitioner takes an approved leave of absence for any portion of the year, timelines shall be adjusted through mutual agreement of the Practitioner and the Facilitator. In the event that no agreement can be reached, the Professional Growth Team shall make the final determination.
- v. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.

3.04.7 Roles and Responsibilities of the Professional Growth Team (PGT)

- a. The Professional Growth Team (PGT) shall establish its own standing rules and meeting schedule. SJTA appointees of the Team shall be released from their regular duties to attend PGT meetings.
- b. The PGT shall be responsible for:
 - i. Oversight of the implementation process, recommending necessary adjustments to the System and helping to maintain the overall System of Professional Growth (SPG) in consultation with Human Resources.
 - ii. Annually evaluating the impact of the program in order to continually improve the program.
 - iii. Establish its own procedures, including the method for selecting the Chair or Co-Chairs.
 - iv. Providing the necessary annual training for the Team members.
 - v. Selecting and evaluating the Peer Facilitators.
 - vi. Selecting trainers and/or training providers.
 - vii. Assigning Practitioners to either site Administrator Facilitators or Peer Facilitators based on 3.04.1.b.i.
- c. In addition to the regular salary, bargaining unit members on the PGT shall receive an annual stipend of \$3,100.00 (see Exhibit D-9).

3.04.8 Peer Facilitator

A Peer Facilitator is a bargaining unit member with permanent status selected to work as a Facilitator within the System of Professional Growth.

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a. **Selection Process:**

- i. The following shall constitute minimum qualifications for the Peer Facilitator:
 - a). A credentialed, or the equivalent certification, bargaining unit member, with permanent status.
 - b). Five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.
 - c). A minimum of eight (8) years of experience in classroom teaching and/or direct service to students.
 - d). Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
 - e). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:
 - (i) A reference from an immediate supervisor or other district administrator.
 - (ii) A reference from a practitioner.
- ii. All applications and references shall be treated with confidentiality.
- iii. The term of the Peer Facilitator shall be four (4) years, and a member may not serve in the position for more than one (1) consecutive term.
- iv. For the initial year of selection, terms will be staggered at four (4), five (5) and six (6) years as determined by lottery.
- v. In order to preserve the integrity of the position and fulfill the intent of the System of Professional Growth, Peer Facilitators may not enter into an administrative training program during his or her term nor be appointed to an administrative position during such a term, nor be appointed to any such position for one school year following their term.

b. **Roles and Responsibilities:**

Peer Facilitators shall provide support on a full-time basis for the purpose of facilitating Practitioners' growth as well as collective evidence of practice. The Peer Facilitators responsibilities may include:

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- i. Scheduling and conducting: pre-conferences, formal observations and post conference debriefs with assigned practitioners.
 - ii. Scheduling and conducting Reflective Conversations with assigned practitioners.
 - iii. Compiling, along with the practitioner, evidence of practice on the Essential Elements and the practitioner's focus area.
 - iv. Completing the Reflection Tool and sharing updated copies with the assigned practitioners.
 - v. Completing the End of the Year Summary and/or the Recommendation to Advisory forms within the identified timelines and as evidence supports.
 - vi. Attending weekly collaboration with other Peer Facilitators.
 - vii. Attending monthly meetings coordinated with the Facilitator Mentor and the Lead Consulting Teacher.
 - viii. Honoring confidentiality of the assigned practitioners, including avoiding sharing information with site administrators.
 - ix. Attending required training.
- c. The District shall indemnify and hold harmless individual Peer Facilitators from any lawsuit or claim arising out of the performance of their duties under this program.
 - d. A Peer Facilitator shall retain all rights of bargaining unit members. In addition to the regular salary, a Peer Facilitator shall receive an annual stipend of \$4,500.00 (see Exhibit D-9).
 - e. Peer Facilitators may be removed from the role as determined by the PGT.
 - f. Upon completion of service, the member has a right to return to his/her original site.

3.04.9 Facilitator Mentor

- a. Selection Process
 - i. The following shall constitute minimum qualifications for the Facilitator Mentor:
 - a). A credentialed, or the equivalent certification, bargaining unit member with permanent status.

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- b). At least five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.
- c). At least ten (10) years of experience in classroom teaching and/or in direct service to students.
- d). Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts and the knowledge and ability to support facilitators and lead training on processes that focus on evidence to determine steps for growth.
- e). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

- (i) A reference from an immediate supervisor or other district administrator.
- (ii) A reference from a practitioner.

- ii. All applications and references shall be treated with confidentiality.
- iii. The Facilitator Mentor shall be selected by the Professional Growth Team (PGT).
- iv. The term of the Facilitator Mentor shall be four (4) years, with each year after being approved by the PGT up to seven (7) years, and a member may not serve in the position for more than one (1) consecutive term.
- v. In order to preserve the integrity of the position and fulfill the intent of the System of Professional growth, Facilitator Mentor may not enter into an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such position for one school year following their term.

b. Roles and Responsibilities

- i. The Facilitator Mentor shall provide support on a full-time basis for the purpose of facilitating Practitioners' growth as well as collective evidence of practice to determine program needs.
- ii. The Facilitator Mentor responsibilities may include:
 - a). Creating and conducting training to support Peer and Administrator Facilitators.

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- b). Providing feedback and technical support to Peer and Administrator Facilitators.
 - c). Working with the PGT to design and conduct surveys, focus groups, etc., to gather evidence to further refine SPG process.
 - d). Coordinating and co-leading monthly meetings with the Lead Consulting teacher between Peer Facilitators and Consulting Teachers.
 - e). Working with the Lead Consulting Teacher, to support Consulting Teachers serving in the role of Advisor.
- iii. The District shall indemnify and hold harmless the Facilitator Mentor from any lawsuit or claim arising out of the performance of their duties under this program.
 - iv. A Facilitator Mentor shall retain all rights of bargaining unit members. In addition to the regular salary, a Facilitator Mentor shall receive an annual stipend of \$5,507.00 (see Exhibit D-9).
 - v. The Facilitator Mentor may be removed from the role as determined by the PGT.
 - vi. Upon completion of service, the member has a right to return to his/her original site.

3.04.10 End of Year Summary

- a. The End of Year Summary for Probationary/Temporary Employees or the End of Year Summary for Permanent Employees form shall be used for the evaluation of each practitioner in accordance with this section.
- b. A practitioner's End of Year Summary plan shall be based on the practitioner's performance of instructional and non-instructional duties, and the practitioner's professional conduct within the scope of his/her assignment.
- c. Any Information used on SPG forms, other than that obtained through observations by the facilitator, shall be identified as to source.
- d. A practitioner shall not be held accountable for any aspect of the education program or factors over which he/she has no authority or control.
- e. Permanent Employees: No later than May 1, Facilitator shall meet with the practitioner to complete and discuss the End of the Year Summary. If the evidence suggests that the practitioner may not be meeting

standards, the facilitator shall complete the Recommendation to Advisory Form.

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- f. Probationary and Temporary Employees: No later than April 1, Facilitator shall meet with the practitioner to complete and discuss the End of the Year Summary.
 - g. Each practitioner shall sign the End of the Year Summary Form. The member may prepare and attach any comments he/she feels appropriate.

3.05 Recommendation to Advisory

The purpose of the Advisory Phase is to provide high quality supports for any practitioner that may be struggling in CSTP #1-5. A recommendation of a Practitioner to the Advisory Phase requires a minimum of two formal observations and one reflective conversation with the assigned Facilitator.

3.05.1 In the event the evidence supports the practitioner is not meeting one or more standards, the assigned Facilitator shall complete the Recommendation to Advisory Form to address any areas of concern.

3.05.2 In the case of the Facilitator being a peer, the site Administrator may submit his/her recommendation to the Advisory Team provided the Advisory Recommendation process has been followed and the proper documentation (see Recommendation to Advisory Form) has been completed. In such cases, if the administrator has a concern and the practitioner is working with the peer facilitator, the administrator shall call a meeting with the practitioner and the peer facilitator together to inform them of concerns prior to submitting his/her recommendations to the Advisory Team.

3.05.3 If a practitioner is assigned in an area outside of his/her teaching credential, the Recommendation to Advisory form shall so state.

3.06 Advisory Phase

The Advisory Phase shall only be implemented after concerns or questions of performance have been properly documented on the Recommendation to Advisory Form, submitted to and approved by the Advisory Team.

3.06.1 The practitioner may submit evidence to the Advisory Team and/or appear before the Team to present information.

3.06.2 After reviewing the evidence, the Advisory Team shall make the final decision.

- a. If the recommendation is not supported, the practitioner shall be deemed to have met standards satisfactorily and shall return to the Professional Practice cycle in accordance with section 3.04.6. The End of Year Summary form shall be completed by an administrator on the PGT.

- b. If the Advisory Team affirms the recommendation for the practitioner to participate in the Advisory Phase, an Advisor shall be assigned to the practitioner to implement the following process:
- i. The Advisor shall assume the role previously held by the Facilitator with the additional responsibility of co-creating an improvement plan with the practitioner and a timeline for implementation.
 - ii. The Advisor and the Practitioner shall meet an average of two hours per week to implement the improvement plan.
 - iii. The Advisor and the Practitioner shall meet with the Advisory Team at least every 25 working days to provide updates on evidence of progress.
 - iv. The Practitioner shall have the right to be represented by SJTA staff in any meeting of the Advisory Team that the practitioner is entitled to attend and shall be given reasonable opportunity to present his/her view concerning any report being made.
 - v. During the Advisory Phase, if the site Administrator has a concern while the practitioner is working with the Advisor, the administrator shall call a meeting with the practitioner and the Advisor together to inform them of concerns. After convening such meeting, the site Administrator may choose to submit evidence to the Advisory Team during the Advisory Phase.
 - vi. At the conclusion of 80 working days of Advisory, the Advisory Team shall determine that:
 - a). The practitioner meets standards in all areas and shall return to the Professional Practice cycle. The End of Year Summary shall be completed in accordance with section 3.04. The Advisory Form and supporting documents shall not be placed in the practitioner's personnel file.
 - b). The practitioner is making progress and shall participate in an additional 80 working day Advisory Cycle.
 - c). The practitioner is not meeting one or more standards. The practitioner shall receive further assistance through referral to the PAR program.
 - (i) Requires a majority vote of the Advisory Team.
 - (ii) The Advisory Form recommending referral to PAR shall be placed in the practitioner's personnel file.

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3.06.3 Disagreements regarding the procedures in preparing reports and recommendations which is used as a basis for a referral to PAR, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year.

3.06.4 Roles and Responsibilities of the Advisory Team

The Advisory Team shall oversee the advisory process, review reports submitted by the Advisor, and make all decisions related to a practitioner returning to the Professional Practice Phase or being referred to PAR.

- a. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Advisory Team members, Consulting Teachers, and principals may disclose such information only as necessary to administer this article.
- b. An Advisory Team member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.
- c. The District shall indemnify and hold harmless members of the Advisory Team from any lawsuit or claim arising out of the performance of their duties under this program.
- d. During the Advisory Phase, the Advisory Team is responsible for oversight of the phase as described in this section.

3.06.5 Advisor

- a. Selection Process
 - i. A Consulting Teacher shall be assigned as an Advisor.
 - ii. The CTS Panel and the Advisory Team shall jointly determine Advisor assignments.
- b. Roles and Responsibilities
 - i. The Advisor is responsible for supporting the Practitioner and submitting evidence to the Advisory Team as described in this section.

3.07 Center for Teacher Support (Peer Assistance, Peer Assistance and Review and Induction Programs) ~~The Peer Assistance and Review Program (PAR)~~

3.07.1 Description of Program

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- a. ~~Effective July 1, 2000, the California Peer Assistance and Review Program for teachers shall become fully operational. The *Center for Teacher Support (CTS)* California Peer Assistance and Review Program shall *oversee* establish teacher a *Peer Assistance*, Peer Assistance and Review (PAR) and *Induction* process as critical resource mechanisms that allow Consulting Teachers to assist Participating Teachers in gaining knowledge in subject matter and/or teaching strategies *to support student growth*.~~
- b. ~~Effective upon ratification of this agreement, the Peer Assistance and Review *The Center for Teacher Support* Panel will be responsible for administering the District's *Induction* BTSA program to provide peer assistance *that includes, but is not limited to:* including methods of delivering services, and training, types of support *offered*, and recommendations to the school board on program design.~~
- c. ~~Effective July 1, 2000, Article 15 of the contract describing the California Mentor Program shall be deleted.~~
- d. ~~The parties agree to review the impact of SB 2042 (induction program for new teachers) and create options for collaborative design and implementation.~~
- e. The parties agree to jointly provide on-going support and awareness level training for PAR.
- f. ~~The parties agree to design and establish a PAR program for ECE.~~

3.07.2 Definition of Terms

- a. *Induction: Beginning teachers benefit from professional support provided by other classroom teachers. The activities shall be designed to support new teachers in obtaining a Clear credential as well as to strengthen the Participating Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession. Support shall be provided in the following areas: mastery of content, instructional skills and techniques, alignment to site and District Strategic Plan classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.*
- b. Peer Assistance: *All Both new and experienced* teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher and the supervising administrator. The activities shall be designed to strengthen the Participating Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, alignment to *site and District Strategic Plan* ~~District approved goals and objectives~~, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.

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- c. Peer *Assistance and Review (PAR)*: For the purpose of this article, peer *assistance and review* describes a process by which the Consulting Teacher shall monitor, guide and support the progress of his/her assigned Referred Participating Teacher toward a satisfactory level of classroom performance. The review process shall include the following:
- i. Collaboration between the Consulting Teacher, the Referred Participating Teacher, and the *administrator principal* in developing a mutually agreed upon plan for the Referred Participating Teacher. Any dispute that may result shall be resolved by the *CTS PAR* panel.
 - ii. Written reports to the Referred Participating Teacher which shall be shared with the *Center for Teacher Support Peer Assistance and Review Panel* and the supervising administrator.
 - iii. A cooperative relationship between the Consulting Teacher and the *administrator principal* with respect to the process and content of Peer Assistance and Review.
 - iv. *An Advisory Form Summary-Evaluation* prepared by the consulting teacher shall be provided to the Referred Participating Teacher, the *CTS PAR Panel*, and the supervising administrator. A copy of the *Advisory Form Summary-Evaluation* shall be placed in the personnel file of the Referred Participating Teacher and the *Advisory Form Summary-Evaluation* shall be reflected in the final recommendation of the Referred Participating Teacher.
- d. *Center for Teacher Support Peer Assistance and Review Panel*: The Panel shall be comprised of seven (7) members, the majority of whom shall be certificated classroom teachers.
- e. Referred Participating Teacher: A Referred Participating Teacher is a teacher who has achieved permanent status and who, *after participating in the Advisory process receives an Advisory Form as a result of an evaluation* in which two or more ratings of unsatisfactory have been earned, demonstrates a need for assistance as outlined in the performance areas of *the Advisory Form* of section A and B of the *Summary-Evaluation*. A permanent teacher with one unsatisfactory rating may be referred to *CTS PAR Panel* for intervention. The *CTS PAR Panel* shall have authority to accept or reject such referrals. A Referred Participating Teacher shall participate in the peer assistance and peer *assistance and review* components of this program.
- f. Volunteer Participating Teacher: A Volunteer Participating Teacher is a teacher who has achieved permanent status or an experienced teacher new to the District who seeks to improve his/her teaching performance and requests the *Center for Teacher Support Peer Assistance and Review*

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Panel to assign a consulting Teacher to provide peer assistance. A Volunteer Participating Teacher shall be involved only in the peer assistance component of this program.

- g. ~~Beginning Participating Teacher: Newly employed classroom teachers possessing a preliminary credential who will participate in the District *Induction* program. In addition, classroom teachers who possess a pre-intern certificate, an intern credential, or an emergency permit may also participate in the District PAR program. Beginning Participating Teachers shall only be involved in the peer assistance component of this program. Within six (6) weeks of ratification of this successor agreement, a joint committee will explore the possibility of the Consulting Teacher assisting and reviewing the Beginning Participating Teacher.~~
- h. Consulting Teacher: A Consulting Teacher is a permanent teacher selected by the *Center for Teacher Support Peer Assistance and Review Panel* to provide support to a Participating Teachers and/or to assume additional responsibilities determined as appropriate by the *CTS Peer Assistance and Review Panel*. The Consulting Teacher shall be released on a full-time basis. The responsibilities may include:
 - i. Assistance and guidance to Beginning Participating Teachers in *Induction*.
 - ii. ~~Formative and summative evaluation of Referred Participating teachers.~~
 - iii. *Supporting Site Coaches (Induction program)*
 - iv. *Developing and conducting professional development opportunities for teachers in Induction*
 - v. *Providing support to Referred Participating teachers while also documenting evidence of practice.*
 - vi. *Supporting teachers who have requested Peer Assistance*
 - vii. *Supporting the Practitioner in the Advisory Process while also documenting evidence of practice.*

3.07.3 *Center for Teacher Support Peer Assistance and Review Panel*

- a. The *CTS PAR* Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Panel. Consensus is the preferred decision making model. However, when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the Peer Assistance and Review Program and five (5) votes shall be required for all other decisions.

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The **CTS PAR Panel** will establish its own standing rules and meeting schedule. To *make program changes or personnel decisions*, five (5) members of the **CTS PAR Panel** must be *in agreement* present. Teachers who are members of the **CTS PAR Panel** shall be released from their regular duties to attend **CTS PAR Panel** meetings.

- c. The **CTS PAR Panel** shall be responsible for the following:
 - i. Reviewing peer review reports prepared by Consulting Teachers and making recommendations regarding permanent teachers to the District governing board.
 - ii. Annually recommending, in consultation with the Superintendent and/or his/her designee, a budget for the *programs under the purview of the CTS Panel* ~~PAR/BTSA Program~~ that shall be subject to final review and approval by the Superintendent and school board.
 - iii. Annually evaluating the impact of the program in order to continually improve the program using evaluation criteria developed at the inception of the program. Establishing its own procedures, including the method for selection of a Chair or Co-Chairs.
 - iv. Providing the necessary annual training for the panel members.
 - v. ~~Selecting and evaluating the Consulting Teachers who are not performing effectively.~~
 - vi. Selecting trainers and/or training providers.
 - vii. Providing ongoing training for Consulting Teachers.
 - viii. Distributing, at the beginning of each school year, a copy of the description and guidelines governing the program to all bargaining unit members, administrators and school board.
 - ix. Making all decisions about eligibility for the program consistent with this agreement.
 - x. Determining the number of Consulting Teachers in any school year based upon participation in the CTS programs, the budget available and other relevant considerations.
 - xi. Approving assignment of additional staff to provide instructional and curricular support to Participating Teachers.

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- d. Bargaining unit members of the **CTS PAR Panel** shall be paid their per diem rate for up to ten (10) extra days per year if required for the program. Bargaining unit members shall receive an annual stipend (see Exhibit "D-9").
- e. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, **CTS PAR Panel** members, Consulting Teachers, and **administrators** principals may disclose such information only as necessary to administer this article.
- f. A **CTS PAR Panel** member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.
- g. The District shall indemnify and hold harmless members of the **CTS PAR Panel** from any lawsuit or claim arising out of the performance of their duties under this program.

3.07.4 Participating Teachers

- a. Referred Participating Teacher
 - i. A Referred Participating Teacher is a teacher with permanent status who has been referred to receive assistance **Peer Assistance and Review** 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 **Advisory Form Summary-Evaluation**.
 - ii. The Referred Participating Teacher shall have the right to submit a written response within twenty (20) days of receipt of the **Advisory Form Summary-Evaluation** and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the **CTS PAR Panel** and to be represented at this meeting by the Association representative of his or her choice.
 - iii. The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
- b. Volunteer Participating Teacher
 - i. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the **Peer Assistance PAR** process. A Volunteer Participating Teacher may terminate his/her participation in the program at any time.
 - ii. All communication and documentation between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential

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and, without the written consent of the Volunteer Participating Teacher, shall not be shared with others including the site principal, the evaluator, or the **CTS** PAR Panel.

iii. Any such documentation produced while the teacher is a Volunteer Participating Teacher shall be the property of the Volunteer Participating Teacher and shall not be placed in the personnel file.

c. **Beginning Participating Teacher**

i. A Beginning Participating Teacher shall receive assistance from a Consulting Teacher as part of the **Induction** Beginning Teacher Program. The Consulting Teacher shall not participate in an evaluation of the Beginning Participating Teacher. Beginning teachers shall participate in the program for two (2) years.

ii. Short-term (less than 75%) contract teachers whom have a preliminary credential shall be provided assistance as determined by the **CTS** PAR Panel and the availability of resources. The **CTS** PAR Panel shall have the authority to reject or accept such candidates.

d. **Consulting Teachers**

i. A Consulting Teacher is a teacher who provides assistance to a Participating Teachers pursuant to the **Center for Teacher Support Peer Assistance and Review** Programs. The following shall constitute minimum qualifications for the Consulting Teacher:

- a). A credentialed classroom teacher with permanent status.
- b). Five (5) years of recent experience in classroom instruction.
- c). Demonstrate exemplary teaching ability, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- d). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:
 - (i) Reference from a building principal or immediate supervisor.
 - (ii) A reference from another classroom teacher.

ii. All applications and references shall be treated with confidentiality.

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- iii. Consulting Teachers shall be selected by the **CTS PAR** Panel in accordance with this section of this agreement.
- iv. The term of the Consulting Teacher shall be four (4) years, and a teacher may not serve in the position for more than one (1) consecutive term. The Lead Consulting Teacher may serve up to a seven (7) year term. The extension must be approved by the **CTS PAR/BTSA Governance** Panel on a year-by-year basis. In order to preserve the integrity and fulfill the intent of *the Induction* this, Peer Assistance and Review, *and Advisory* Programs, applicants must agree not to enter an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such a position for one school year following their term.
- v. Consulting Teachers shall provide support on a full-time basis for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance. In addition, the **CTS PAR** Panel may authorize additional support appropriate to meet the needs of the Participating Teacher.
- vi. Functions and other **CTS PAR** responsibilities as defined by subdivisions g and m of 3540.1 of the Government Code and Education Code, Article 4.5, section 44503(b) performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall have a work year that includes an additional five (5) days. Up to an additional five (5) days may be assigned at per diem rate based on program needs. The Consulting Teacher shall receive an annual stipend (see Exhibit "D-9"). This stipend may be prorated if the service is less than one (1) year. ~~Stipends are contingent on continued state funding of the PAR Program.~~
- vii. Upon completion of his/her service as a full-time released Consulting Teacher, a teacher has a right to return to his/her original site.
- viii. The District shall indemnify and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.
- ix. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist Participating Teachers.
- x. *Consulting Teachers supporting a referred teacher in PAR shall:*

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- a). ~~The Consulting Teacher shall Meet with the Referred Participating Teacher and the principal to discuss the performance goals, develop the improvement plan and develop a process for determining successful completion of the PAR program.~~
- b). ~~The Consulting Teacher shall Conduct multiple observations of the Referred Participating Teacher during classroom instruction, including periodic pre-observation and post-observation conferences.~~
- c). ~~The Consulting Teacher shall Monitor the progress of the Referred Participating Teacher as it relates to the California Standards for the Teaching Profession, and shall provide periodic written reports to the Referred Participating Teacher and principal for discussion and review. A copy of each of the Consulting Teacher's reports shall be submitted to and discussed with the Referred Participating Teacher to receive his or her signature before it is submitted to the **CTS PAR Panel**. The Referred 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 Consulting Teacher shall submit the **Advisory Form summary-evaluation** to the **CTS PAR Panel**.~~
- d). ~~The Consulting Teacher shall Complete the referred teacher summary evaluation form (year-1) and the form shall be signed by the Consulting Teacher and the principal. Should the principal be in disagreement with the summary evaluation written by the Consulting Teacher, the principal shall prepare a separate summary evaluation form (year-2) using the Referred Teacher Summary Form for Administrators. This form shall be signed by the principal, the Referred Teacher, and the Consulting Teacher.~~

3.08 Peer Assistance and Review ~~Referred Teacher Intervention Program~~

3.08.1 The primary purpose of this phase is to provide assistance and remediation to those *practitioners* teachers who have received ~~unsatisfactory evaluations participated in the Advisory Phase and have been referred by the Advisory Team.~~

- a. *A meeting to create an improvement plan shall occur prior to the practitioner's participation in PAR.* ~~Assistance and remedial efforts shall be preceded by a conference in the spring of the year the teacher receives the unsatisfactory evaluation. The This meeting conference shall involve the *practitioner* teacher being referred, the *Advisor assigned to evaluator* who evaluated the *practitioner* teacher, and the Consulting Teacher or the Coordinator of the PAR Program. The *practitioner* teacher may request SJTA representation at the *meeting* conference.~~

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- b. During the period of assistance, the referred teacher's performance relative to the PAR Program guidelines shall be the joint responsibility of the **CTS PAR Panel** and Consulting Teacher, in collaboration with the **administrator principal**.
- c. Communication and consultation with the principal shall be ongoing. The Consulting Teacher shall share all written evaluation reports during a conference with the Referred Participating Teacher at least every six (6) weeks. Copies of the written reports will be provided to the principal and the **CTS PAR Panel**.
- d. If at any time during the period of assistance, the **CTS PAR Panel** determines that the Referred Participating Teacher is unwilling or unable to meet the standards of performance, the **CTS PAR Panel** may recommend to the Superintendent/designee an issuance of a notice of unsatisfactory performance per Education Code Section 44938.
- e. At the conclusion of the year of remediation, the **CTS PAR Panel** shall determine that:
 - i. The Referred Teacher is now proficient according to California Standards for the Teaching Profession, or
 - ii. The intervention may be extended to a second year if the **CTS PAR Panel** believes progress is being made and the teacher has a reasonable opportunity to meet the standards with an additional year of support, or
 - iii. Further assistance and remediation will not be successful with reasons in support of this conclusion. The School Board may at such time initiate dismissal proceeding.
- f. The deliberation of the **CTS PAR Panel** shall be closed and confidential. All decisions shall be based upon the information provided by the Consulting Teacher, the principal, the Referred Teacher and/or the SJTA representative.
- g. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file and shall be used in the evaluation of the Referred Participating Teacher.

3.08.2 Referred Participating Teacher Due Process Rights

- a. The Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the **CTS PAR Panel**. The member shall be given the opportunity to attach his/her comments to any report submitted to the **CTS PAR Panel**. The member shall receive copies of such reports at least five (5) working days prior to any such meeting.

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- b. The Referred Participating Teacher shall have the right to be represented by SJTA in any meeting of the **CTS PAR** Panel that the Referred Participating Teacher is entitled to attend and shall be given a reasonable opportunity to present his/her view concerning any report being made.
- c. Disagreements regarding the procedures in preparing the **Advisory Form** annual-evaluation, which is used as the basis for a referral, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year. Consistent with 3.09.9 of the Collective Bargaining Contract, the substance of the employee's **Advisory Form** evaluation for competency is not arbitrable.
- d. Upon the teacher's written request, all materials at least four (4) years old that are related to the Referred Participating Teacher Intervention Program, shall be removed from the personnel file and placed in a separate, sealed file, consistent with 3.09.10 of the Collective Bargaining Contract.
- e. The **CTS PAR** Panel in no way diminishes the legal rights of District or bargaining unit members.

3.09 Personnel Files

- 3.09.1 A member's personnel file shall be treated as confidential.
- 3.09.2 Materials in personnel files of members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 3.09.3 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.
- 3.09.4 Each member shall have the right to inspect such materials, and copy such materials upon request, provided that the inspection is made at a time when such person is not actually required to render services to the employing district.
- 3.09.5 Material of a negative or derogatory nature shall not be placed in a personnel file unless and until the member is given notice and an opportunity to review it and attach his/her comments thereto. Such review shall occur, upon the member's request, during the member's work day, without salary reduction. Upon request by the member, the Personnel Director shall review the appropriateness of the material.
- 3.09.6 Upon written authorization by the member, a representative of the Association shall be permitted to examine and obtain copies of the materials in such member's file.
- 3.09.7 Any person who drafts, receives, or places materials in a member's file shall sign and date the material.

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- 3.09.8 A member shall have the right to request the Personnel Director to place appropriate material of a positive nature in his/her personnel file.
- 3.09.9 The substance of employee evaluations for competency is not arbitrable. Commentary alleging a disciplinable offense as defined in the Agreement, if included in such evaluations, shall be considered the same as a written warning.
- 3.09.10 Derogatory materials in a personnel file that are at least four (4) years old shall, upon an employee's written request, be removed from the personnel file and placed in a separate sealed file. The End of Year Summary Form may not be removed from the personnel file under this section.

3.10 Public Charges

- 3.10.1 Any anonymous or unsubstantiated public complaint shall not be used in a member's evaluation or included in a member's personnel file. If the administration decides that a complaint received about a member is not serious enough to warrant a meeting with the member, subsequent evaluations shall contain no reference to the complaint.
- 3.10.2 If the administrator believes a complaint is serious enough to bring to the attention of the member, the member may request the administrator to schedule a meeting of the member, the complainant, and the administrator. If, in the judgment of the administrator, such a meeting would be counter-productive, the meeting may not be scheduled. The reasons for that judgment shall be given the member upon request. If no meeting is held, or if a meeting is held without the opportunity for the member to be present, subsequent evaluations shall contain no reference to the complaint.

3.11 Controversial Materials

- 3.11.1 When complaints are received from citizens relative to the use of allegedly controversial instructional material which, in the judgment of the site/program administrator, are serious enough to adversely affect a member's evaluation, the complaints shall be handled as follows:
 - a. Complaints shall be referred to the site/program administrator who shall review the complaint.
 - b. The site/program administrator shall review the complainant with the member in question and shall attempt to resolve the issue at that level.
 - c. If a resolution is not reached at this level, the complainant shall be requested to state his/her case in writing and shall be informed that the statement shall include the name of the member, date, place and full description of the episode or material in question and, in the case of printed material, the name of the author, title, publisher and objections by page and items or, in the case of other material, specific information in order to locate the objectionable phrase or aspect and any other specific information which might be pertinent. Upon receipt of the above, the

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site/program administrator shall review the complaint with the member in question and shall subsequently hold a conference with the complainant and the member in an attempt to resolve the issue at that level.

d. If the issue is not resolved at the initial level, the matter shall be referred to the Superintendent/designee for resolution.

