

ARTICLE 13

PEER ASSISTANCE AND REVIEW

AND PROGRAM RE SELECTION FOR TSA ELIGIBILITY LIST

- 13.0 In an effort to be more efficient and to better utilize coaching resources, MDEA and the District have mutually agreed to suspend the provisions of this Article and provide coaching support to permanent teachers through a voluntary process, as outlined in modification to Article 12, (formerly Beginning Teacher Support). Should the PAR Program be reactivated at the expiration of the 2024-25 Agreement, language in Article 12 - Beginning Teacher Support, shall revert to the language in place at the expiration of the 2013-16 Agreement.

The parties agree to suspend the provisions of this Article as *italicized* below, for the 2024-25 contract cycle, with the exception of the TSA selection process, as amended, per §13.7.1 - §13.7.4. At the end of the contract term, the PAR Program will be re-activated unless the parties mutually agree to continue the Program's suspension. If the PAR Program is reactivated, changes made in §13.7.1 - §13.7.4, and to the remainder of Article 13, shall revert to the language in place at the expiration of the 2018-21 Agreement as updated to incorporate the terms of the 2014-15 "tie breaker" MOU (§13.6.15- §13.6.17 below).

Program Components

- 13.1 *There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "PAR Program") for all unit members who have responsibility for a full classroom of students [unit members who appear to be excluded are nurses and speech pathologists]. The Program shall be:*

13.1.1 Permanent Teacher Intervention Program

- 13.1.1.1 The PAR Program shall provide intervention to permanent teachers who receive an "unsatisfactory" evaluation in any domain of the California Standards for the Teaching Profession as provided in Article 11 of this Agreement through peer coaches.*

- 13.1.1.2 Teachers receiving two or more "needs improvement" in any domains of the California Standards for the Teaching Profession in two consecutive years may be referred to the Peer Assistance and Review Panel (hereafter referred to as "PAR Panel") by the principal for*

intervention under this program.

13.1.1.2.1 The PAR Panel shall have the authority to accept or reject such referrals.

13.1.1.2.2 Teachers so referred shall have an opportunity to appear before the PAR Panel prior to its determination in opposition to such a referral.

13.1.1.2.3 If the PAR Panel accepts the recommendation, participation is mandatory.

13.1.1.3 Further, permanent teachers desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.

13.1.1.3.1 The PAR Panel shall have the authority to accept or reject such referrals.

13.1.1.3.2 If a teacher is accepted into the PAR program as a volunteer, documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

13.1.1.4 This PAR Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Contractual Agreement.

13.2 Peer Assistance and Review Panel

13.2.1 The PAR Program shall be governed by the PAR Panel composed of four District members and four MDEA members. Decisions shall be made by consensus where possible. The Panel may perform its charge with fewer than four members from each Party, if, for unavoidable reasons, either Party is unable to provide four members. Should a vote of the Panel be required, each Party, the District, and the Association, shall have an equal number of voting members. If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote. Action must be taken on an affirmative vote of at least the majority of the voting panel members present.

13.2.2 *The PAR Panel shall be responsible for:*

13.2.2.1 *Meeting at least four (4) times annually to review the work of the coaches with their caseloads;*

13.2.2.1.1 *Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.*

13.2.2.2 *Developing the budget for the PAR Program subject to Board approval;*

13.2.2.3 *Any decisions about eligibility for the PAR Program;*

13.2.2.4 *Selecting peer coaches; peer coaches shall be selected by a committee comprised of the PAR panel, the Coordinator of the Teacher Induction and Support Program, one PAR/TISP coach designated by the PAR Panel, and one union member appointed by the union president;*

13.2.2.5 *Evaluating peer coaches;*

13.2.2.6 *Accepting or rejecting referrals for intervention from principals per Section 13.1.1.2 above;*

13.2.2.7 *Accepting or rejecting voluntary requests for assistance from individual teachers per Section 13.1.1.3 above;*

13.2.2.8 *Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Board of Education;*

13.2.2.9 *Selecting its own chair; and*

13.2.2.10 *Reviewing coaches' interventions and assistance.*

13.2.3 *A Panel member shall neither participate in discussion nor vote on any matter in which they have a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 13.2.1 above.*

13.3 Coaches

13.3.1 *The work of delivering the direct service to unit members in intervention shall be provided by the same coaches as those who provide Beginning Teacher Support.*

13.3.2 *Each permanent teacher intervention assignment for an*

individual coach shall be calculated as two (2) evaluatees on the caseload as delineated in §12.2.6

13.3.3 *Voluntary participants in this PAR Program shall count as one (1) on the caseload.*

13.4 Permanent Teacher Intervention

13.4.1 *The purpose of this PAR Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in one or more of the California Standards for the Teaching Profession by the principal, or who are otherwise assigned or volunteer to participate in the PAR Program to achieve a "proficient" level of performance consistent with the Standards. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.*

13.4.2 *The prime focus of this PAR Program is to provide assistance and renew quality teaching.*

13.4.3 *Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the lead coach to begin the development of an Individual Learning Plan. If the permanent teacher so desires, MDEA shall provide representation in this meeting.*

13.4.4 *During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the coach and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher and that it be based on the permanent teacher's adherence to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Agreement.*

13.4.5 *The assistance shall be provided by the peer coaches under this Article and shall be closely monitored by this PAR Program's governing Panel.*

13.4.6 *Communication, consultation, and review of evaluation documents with the principal shall be ongoing.*

13.4.7 *Nothing in this Article precludes the principal or District from doing informal observations, nor from notifying the teacher verbally and/or in writing regarding incidents or events related to*

the teacher's fulfillment of their professional obligations.

13.4.7.1 Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., they may copy the coach who shall report the same to the Panel.

13.4.8 The coach will share all written and verbal evaluation reports during a conference with the teacher at least once every eight weeks unless there are conflicting contractual evaluation timelines. Evaluation timelines shall take precedence over PAR timelines. Prior to the conference, there will be an opportunity for input from the principal. A copy of the written reports will be provided to the principal and the Panel.

13.4.9 At the same time reports are made to the Panel regarding first year teachers' performance, the Coach will provide an oral report and all written documentation regarding the progress of the permanent teacher in the Peer Assistance and Review Program.

13.4.9.1 The teacher and principal may be present for the coach's presentation and will be given an opportunity to respond to the report.

13.4.9.2 However, none of these individuals in section 13.4.9.1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.

13.4.10 The course of assistance shall include one or more of the following:

13.4.10.1 Multiple classroom observations by the peer coach;

13.4.10.2 Assistance specific to the Standard which has been evaluated to be "unsatisfactory";

13.4.10.2.1 Or other areas deemed in need of assistance by the coach during the period of assistance.

13.4.10.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer coach or other exemplary teacher,

13.4.10.4 District provided professional development opportunities;

13.4.10.5 Conference attendance, often in the company of the peer coach to facilitate reflection on how this experience fits into the Individual Learning Plan;

13.4.10.6 Other forms of assistance which the peer coach and

the Panel may provide; and

13.4.10.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches; and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the Individual Learning Plan, but may function more like a case carrier who assures the availability of appropriate resources.

13.4.11 At the conclusion of the year of remediation, the Panel shall report to the permanent teacher, the principal, and the Board of Education of the School District that:

13.4.11.1 Either the permanent teacher now "meets expectations" in the California Standards for the Teaching Profession, and the principal shall evaluate the unit member the next year; or

13.4.11.2 The Panel and assisting coach do not consider that further assistance and remediation will be successful with reasons in support of this conclusion. The District may then initiate dismissal proceedings or may send the member back to the principal for evaluation the next year.

13.4.12 Notwithstanding §13.4.11 above, and while the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the Panel believes progress is being made although the permanent teacher may not have returned to a "meets expectations" level of performance.

13.4.13 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the coach, the principal, the permanent teacher and/or MDEA representative who is assigned.

13.4.13.1 The report of the vote shall only include the number of Panel members voting on each side of any question before the Panel.

13.4.14 The decision of the Panel shall be reported to the teacher, the coach, and the principal in conference with the Director of Certificated Personnel and a representative of MDEA who is a member of the Panel.

13.5 Permanent Teacher Due Process Rights

13.5.1 The permanent teacher shall be entitled to review all reports

generated by the peer coach prior to their submission to the Panel and to have affixed thereto their comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

- 13.5.2 *The permanent teacher shall have a right to be represented by MDEA in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present their point of view concerning any report being made.*
- 13.5.3 *The decision to refer a permanent teacher for intervention through this PAR Program shall not be subject to the grievance procedure.*
- 13.5.4 *The permanent teacher shall have the right to timely reports of progress being made.*
- 13.5.5 *The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.*
- 13.5.6 *Consistent with §13.4 of the Agreement, the record of this intervention may be sealed within the personnel file after four (4) years.*
- 13.5.7 *This program in no manner diminishes the legal rights of bargaining unit members.*

13.6 Miscellaneous Provisions

- 13.6.1 *A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel, but may file responses which shall become part of the official record of the intervention.*
- 13.6.2 *This program shall be a partnership program. In addition to the District and MDEA, the parties shall immediately put forward a Request for Proposal to the deans of schools of education in the area to secure a university partner for this program. The university entering into this partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer coaches to meet their responsibilities and in the development of the rubric envisioned in §11.2.1.*
- 13.6.3 *Expenditures for the PAR Program shall not exceed revenues or received funds made available through passage of AB1x (1999, Villariagosa or successor legislation) excluding the allowable administrative cost.*

- 13.6.4 *At the conclusion of the 2000 - 2001 fiscal year, if revenue exceeds expenditures, the parties shall meet to determine the allocation of the surplus.*
- 13.6.5 *MDEA and the District shall immediately develop a request for waiver for submission to the State Board of Education to modify the composition of the PAR Panel consistent with this Agreement.*
- 13.6.6 *Funds shall also be set aside to allow the Peer Coaches funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the PAR Program.*
- 13.6.7 *It is understood and agreed that this PAR Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villariagosa) or successor legislation.*
- 13.6.8 *The cost of releasing coaches and support providers for service in the PAR Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the Coaches' extra 10 days.*
- 13.6.9 *Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.*
- 13.6.10 *Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.*
- 13.6.10.1 *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.*
- 13.6.11 *The Peer Assistance Program shall be reviewed annually.*
- 13.6.12 *The District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this PAR Program as provided in Education Code Section 44503(c).*
- 13.6.13 *Confidentiality: All proceedings and materials related to the administration of this Article shall be strictly confidential.*

Therefore, panel members and coaches may disclose such information only as necessary to administer this Article.

- 13.6.14 *In the event that a majority of Panel members disagree with a Coach's final evaluation rating of "needs improvement", that final rating may be changed to "meets expectations" with an affirmative vote of at least the majority of the Panel members (per. §13.2.1).*
- 13.6.15 *In cases where a consensus cannot be reached on the Coach's final evaluation rating, (i.e., the Panel is split 4/4 on whether a teacher still "Needs Improvement" or now "Meets Expectations"), the District shall return the teacher to their regular worksite and they shall be evaluated for one (1) additional year by the site Principal. If, at the end of that additional evaluative year, the teacher has still not achieved a "Meets Expectations" rating, and the Principal does not consider that further assistance and remediation will be successful (with reasons in support of this conclusion), the District may then initiate dismissal proceedings, or may send the member back to the Principal for evaluation the next year.*
- 13.6.16 *The Parties agree that a teacher for whom the Panel has authorized an additional year of site level evaluation, per the terms of this MOU, and who then receives an "Unsatisfactory" rating at the end of that additional year of evaluation, shall not have any further right to assistance from the PAR Program. The Parties further acknowledge that the agreement not to extend additional PAR assistance to individual(s) in this circumstance shall not be cited as precedent, should the question of whether teacher(s) may access assistance from the PAR Program more than once in their career(s) become the subject of a future arbitration between the Parties.*
- 13.6.17 *As has always been the case, MDEA will ensure that members are given full due process protection in any unsatisfactory performance dismissal(s) the District may pursue.*

13.7 TSA Eligibility Selection Panel (Panel)

- 13.7.1 As required, the PAR Panel shall meet to review the qualifications of candidates who have applied for a Teacher on Special Assignment (TSA) position within the district.
- 13.7.1.1 To fully implement the parties' intent that all teachers serving in TSA positions, as defined in Article 21 - §21.1 - §21.1.1.3, will have been interviewed and selected from the TSA eligibility list, all TSA's will be required to re-establish their eligibility for a TSA position every three (3) years.

13.7.1.2 This provision shall not apply to teachers assigned to Alternative Education settings.

13.7.2 TSA Candidate Review/Selection Process

13.7.2.1 TSA Candidates will be reviewed/selected for placement on the district's "TSA Eligibility List" based on the following criteria:

- Written application and three (3) recommendations. One must be from the applicant's direct supervisor/evaluator, one must be from a site MDEA Rep (or, if the applicant is not currently an MDUSD employee, from a certificated educator Union Rep at their most recent school site), and one must be from a person who the applicant has coached or mentored.
- Each candidate shall be interviewed by the Panel as a whole and shall be asked to respond to the same interview questions as all candidates being considered for a given TSA position in the same credential area.
 - Candidates who are approved for an interview during the instructional day for a TSA position by the TSA Eligibility Selection Panel will be provided a District-paid substitute, if required.
- At least one (1) classroom observation of the candidate being considered will be made by a team comprised of one (1) teacher and one (1) administrator serving on the TSA Eligibility Selection Panel.

13.7.3 Decisions

13.7.3.1 Decisions shall be made by consensus where possible. Should a vote of the panel be required, each Party, the District and the Association, shall have an equal number of voting members. If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote. Action must be taken on an affirmative vote of at least the majority of the voting panel members present.

13.7.3.2 Decisions reached by the Panel shall be final. Candidates not selected for a given position may request, in writing, the reasons(s) for the Panel's

denial, as well as suggestions as to how they might better prepare themselves for future TSA eligibility.

13.7.4 Creation of TSA Eligibility List

13.7.4.1 The list shall be created annually each school year and shall be updated as needed. Eligible TSAs shall remain on the list for three (3) years.

13.7.4.2 The list shall be separated by elementary and secondary positions.

13.7.4.3 Principals shall only select TSAs from the TSA Eligibility List.